

REGULAR SESSION
December 5, 2022

1. **BE IT REMEMBERED** that the Board of Franklin County Commissioners met in Regular Session at the Franklin County Courthouse in Winchester, Tennessee, on December 5, 2022 at 7:00 pm. Sheriff Tim Fuller led everyone in pledging allegiance to the flag. Commissioner William Anderson, Jr gave the invocation. County Clerk Tina Sanders recorded the minutes. Mayor Guess recognized Leadership Franklin County.

2.

ROLL CALL:

Lydia Curtis Johnson
William Anderson, Jr
Carolyn Wiseman
Dale SchultzRe
Tyler Bauer
Johnny Hand
Bruce McMillan
Spike Hosch
Charles Keller
Jarad Shetters
David Eldridge, Jr
Grant Benere
Glenn Summers
David Kelley
PRESENT (14)

ABSENT (2) Monica Jefferson, Scottie Riddle

3. **1. Rezoning From A, Agricultural to R-1, Single Family 7th Civil District.** Franklin County Property Map No.8 Parcel 87.00 Location- Jean Drive. Size- approximately 8.23+/- acres. Applicant Thomas Whitley, Property Owner. Nicholas Northcutt spoke for Mr. Whitley, presented several sketches to Commissioners to share and look at. Informed the commission that the land is 8 acres-12 lots. Speaking against Paul Simmons-owner of Sand Blasting Business. Joe Merrell also spoke against. *****FAILED DUE TO LACK OF MOTION*****
4. **Rezoning from R-2, General Residential to C, Commercial. 1st Civil District.** Franklin County Property Map No. 64, Parcel 83.03. Location – Lynchburg Road (State Highway 50). Size- approximately 9.51 +/- acres. Applicant- Lindsey Barry, Agent for Dan Barry. Nick Barry spoke for Rezoning to Commercial. *****Motion by McMillan, 2nd by Anderson, Jr, Voice Vote. ***Motion Approved*****

5. **Rezoning from R-2, General Residential to C, Commercial. 9th Civil District. Franklin County Property Map No. 37, Parcel 10.01. Location- Oak Grove Road and David Crockett Pkwy E (State Highway 64). Size- approximately 2.3 +/- acres. Applicant, Jarad Shetters, agent for Jared Hill. ***Motion by Benere, 2nd by Hand. Voice Vote. ***Motion Approved*****
6. **Rezoning from A, Agricultural to R-2, General Residential. 1st Civil District. Franklin County Property Map No. 66, Parcel 10.02. Location- Moon Lane. Size- approximately 44.26 +/- acres. Applicant- Donald Bruce. Mike Cunningham representing the Franklin County Industrial Board spoke. ***Motion by Anderson to Disapprove, 2nd by Kelley. Voice Vote, Passed.*****
7. **Article XIII, Section 4: an amendment regarding penalties for building without a building permit. ***Motion by Hand, 2nd Hosch, voice vote, Approved*****
8. **Article XIII, Section 6: an amendment regarding refunds and fees. ***Motion by Anderson, Jr. second by Benere, voice vote, Approved*****
9. **Article XV, Section 1: an amendment regarding introduction of amendments. ***Motion by Shetters, 2nd by Wiseman, voice vote, Approved*****
10. **Approval of Minutes: (1-5)
Regular Called Session – October 17, 2002 ***Motion by Benere, 2nd by Wiseman to approve the October minutes, voice vote, Approved*****
11. **Report of the Finance Director (6-25)
a. Finance Director Reports September and October 2022 (Receive and File)
b. Financial Reports 1st Qtr 2022
Motion by Anderson, Jr second by Wiseman to group items a and b together, voice vote, Approved**
12. **Recommendations/Communications
a. Ron Bailey
Mr. Bailey spoke on 12th District Judicial Drug Recovery Court.**
13. **Committee/Department Reports (26-36)
a. Trustee's Interest Report Sept & Oct 2022 (R&F)
b. Sales Tax Report Sept & Oct 2022 (R&F)
c. Finance Committee Minutes-October 4 & 24, Nov 1, 2022 (R&F)
d. Inter-Category Amendments 7/1-10/31/22 (R&F)
e. Finance Committee Meeting Schedule 2023 (R&F)
f. Legislative Committee Meeting Schedule 2023 (R&F)**

g. County Commission Regular Session Schedule (R&F)

*****Motion by Eldridge, 2nd by Bauer to combine Receive and File, voice vote, Approved*****

14. Old Business: NONE

15. New Business/ Resolutions: (37-108)

- a. Resolution 12a-1222 Resolution Authorizing a Multi-Yr. Operating Lease & Maintenance Agreement for the Franklin County Probation Services.**
- b. Resolution 12b-1222 Resolution Authorizing a Multi-Yr Contract for Security Electronics System for the Franklin County Jail Facility.**
- c. Resolution 12c-1222 Resolution Authorizing Multi-Yr. Contract for the Electronic Monitoring Services for the Franklin County General Sessions & Juvenile Court.**
- d. Resolution 12d-1222 Resolution Adopting Model Code of Ethics for Franklin County, Tennessee.**
- e. Resolution 12e-1222 Resolution Authorizing the Franklin County Mayor to Execute an amendment to the Contract Obligation in Lieu of Performance Bond with the State of Tennessee permit Franklin County Sanitary Landfill # SNL260000123 with Tennessee Department of Environment & Conservation for the Fiscal Year 2022-2023**

*****Motion by Shetters, 2nd by Benere to combine (A-E) voice vote, Approved*****

- f. Resolution 12f-1222 Resolution Amending the Highway Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023. ***Motion by Anderson, Jr, 2nd by Keller to approve. Roll Call Vote 14 ayes, Approved*****
- g. Resolution 12g-1222 Resolution Amending the Franklin County Board of Education General & Cafeteria Fund Budgets of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023. ***Motion by Johnson, 2nd by Hand to approve. Roll Call Vote 14 ayes, Approved*****
- h. Resolution 12h-1222 Resolution Amending the Franklin County Board of Education General Fund Budget of the Franklin County for the Fiscal Year Ending June 30, 2023. ***Motion by Hand, 2nd by Johnson to approve, Roll Call Vote 14 ayes, Approved*****
- i. Resolution 12i-1222 Resolution Amending the Franklin County Board of Education General Purpose School Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023. ***Motion by McMillan, 2nd by Hosch to approve, Roll Call Vote 14 ayes, Approved*****

- j. Resolution 12j-1222 Resolution Amending the County General Fund Budgets of Franklin Count, Tennessee for the Fiscal Year Ending June 30, 2023. ***Motion by Anderson, Jr. 2nd by Benere to approve, Roll Call Vote 14 ayes, Approved*****
- k. Resolution 12k-1222 Resolution Amending the General Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023. ***Motion by Wiseman, 2nd by McMillan to approve, Roll Call Vote 14 ayes, Approved*****
- l. Resolution 12l-1222 Resolution Amending the General Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023. ***Motion by Hand, 2nd by Summers to approve, Roll Call Vote 14 ayes, Approved*****
- m. Resolution 12m-1222 Resolution Amending the County Fund Budgets of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023. ***Motion by Shetters, 2nd by Keller to approve, Roll Call Vote 14 ayes, Approved*****
- n. Resolution 12n-1222 Resolution Amending the County General Fund Budgets of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023. ***Motion by Johnson, 2nd by Anderson, Jr. to approve, Roll Call Vote 14 ayes, Approved*****
- o. Resolution 12o-1222 Resolution Amending the Solid Waste Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30 ,2023. ***Motion by Schultz, 2nd by Wiseman to approve, Roll Call Vote 14 ayes, Approved*****
- p. Resolution 12p-1222 Resolution Approving the Agreement for Professional Airport Services at Sewanee Franklin County Airport. ***Motion by Benere, 2nd by McMillan to approve, Voice Vote Approved*****
- q. Resolution 12q-1222 Resolution Approving Addition to the Franklin County Private Road List. ***Motion by Summers, 2nd by Shetters to approve, Voice Vote, Approved*****
- r. Resolution 12r-1222 Resolution Amending the Franklin County Board of Education General Purpose School Board Budget of Franklin County, Tennessee For the Fiscal Year Ending June 30, 2023. ***Motion by Anderson Jr, 2nd by Schultz for the addition funding, *****MOTION BY ELDRIDGE TO SUSPEND THE RULES, 2ND BY SCHULTZ, VOICE VOTE, APPROVED*****

16. Elections/Appointments (109-114)

- a. Approval of Constable Bond -Robert Melzer, Roll Call Vote, 14 ayes**

- b. Nomination of Constable for District 6 ***Motion by Keller, 2nd Kelley to nominate Jimmy Daniel, Voice Vote, all ayes, Approved*****
- c. Appointments/Reappointments for December 5, 2022
Pavilion Board Reappoint Clint Morris-IDB BOARD REP
Audit Committee Reappoint -Margaret Lynch- Reappoint Jackie Axt**
- d. Approval of (11) Notaries ***Motion by Wiseman, 2nd by Johnson to approve Roll Call Vote, 14 ayes Approved*****

*****Motion by Keller, 2nd by Shetters to Adjourn 7:59p, all aye vote.**

Benediction by Commission Carolyn Wiseman

REGULAR SESSION AGENDA
FRANKLIN COUNTY
BOARD OF COMMISSIONERS
7:00 PM
FRANKLIN COUNTY COURTHOUSE

Monday, December 5, 2022

- 1) CALL TO ORDER**
- | | |
|-------------------------------------|------------------------------------|
| Opening & Pledge of Allegiance..... | Mayor Chris Guess |
| Invocation | Sheriff Tim Fuller |
| | Commissioner William Anderson, Jr. |
|
 | |
| ROLL CALL | County Clerk Tina Sanders |
| Declaration of Quorum | Mayor Chris Guess |

2) PUBLIC HEARING:

1. Rezoning from A, Agricultural to R-1, Single Family. 7th Civil District. Franklin County Property Map No. 8, Parcel 87.00. Location – Jean Drive. Size – approximately 8.23 +/- acres. Applicant – Thomas Whitley, Property Owner.
2. Rezoning from R-2, General Residential to C, Commercial. 1st Civil District. Franklin County Property Map No. 64, Parcel 83.03. Location – Lynchburg Road (State Highway 50). Size – approximately 9.51 +/- acres. Applicant – Lindsey Barry, Agent for Dan Barry.
3. Rezoning from R-2, General Residential to C, Commercial. 9th Civil District. Franklin County Property Map No. 37, Parcel 10.01. Location – Oak Grove Road and David Crockett Pkwy E (State Highway 64). Size – approximately 2.3 +/- acres. Applicant, Jarad Shetters, Agent for Jared Hill.
4. Rezoning from A, Agricultural to R-2, General Residential. 1st Civil District. Franklin County Property Map No. 66, Parcel 10.02. Location – Moon Lane. Size – approximately 44.26 +/- acres. Applicant – Donald Bruce.
5. Article XIII, Section 4: an amendment regarding penalties for building without a building permit.
6. Article XIII, Section 6: an amendment regarding refunds for fees.
7. Article XV, Section 1: an amendment regarding introduction of amendments.

3) APPROVAL OF MINUTES: (1-5)
Regular Called Session – October 17, 2022

4) REPORT OF THE FINANCE DIRECTOR: (6-25)

- a) Finance Director Reports Sept & Oct 2022 (Receive & File)
- b) Financial Reports 1st Qtr. 2022

5) RECOMMENDATIONS/COMMUNICATIONS:

- a) Ron Bailey

6) COMMITTEE/DEPARTMENT REPORTS: (26-36)

- a) Trustee's Interest Report Sept & Oct 2022 (R & F)
- b) Sales Tax Report Sept & Oct 2022 (R & F)
- c) Finance Committee Minutes- October 4 & 24, Nov 1, 2022 (Receive & File)
- d) Inter-Category Amendments 7/1 -10/31/22 (R & F)
- e) Finance Committee Meeting Schedule 2023 (R & F)
- f) Legislative Committee Meeting Schedule 2023 (R & F)
- g) County Commission Regular Session Schedule 2023 (R&F)

7) OLD BUSINESS: NONE

8) NEW BUSINES/RESOLUTIONS: (37-108)

- a) Resolution 12a-1222 Resolution Authorizing a Multi-Yr. Operating Lease & Maintenance Agreement for the Franklin Probation Services, (Approve)
- b) Resolution 12b-1222 Resolution Authorizing a Multi- Yr. Contract for the Security Electronics System for the Franklin County Jail Facility, (Approve)
- c) Resolution 12c-1222 Resolution Authorizing a Multi-Yr. Contract for the Electronic Monitoring Services for the Franklin County General Sessions & Juvenile Court (Approve)
- d) Resolution 12d-1222 Resolution Adopting Model Code of Ethics for Franklin County, Tennessee, (Approve)
- e) Resolution 12e-1222 Resolution Authorizing Franklin County Mayor to Execute an amendment to the Contract Obligation in Lieu of Performance Bond with the State of Tennessee permit Franklin County Sanitary Landfill # SNL260000123 with Tennessee Department of Environment & Conservation for the Fiscal Year 2022-2023 (Approve)
- f) Resolution 12f-1222 Resolution Amending the Highway Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023.(Approve)
- g) Resolution 12g-1222- Resolution Amending the Franklin County Board of Education General & Cafeteria Fund Budgets of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023 (Approve-RC)
- h) Resolution 12h-1222- Resolution Amending the Franklin County Board of Education General Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023 (Approve-RC)
- i) Resolution 12i-1222- Resolution Amending the Franklin County Board of Education General Purpose School Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023 (Approve-RC)
- j) Resolution 12j-1222- Resolution Amending the County General Fund Budgets of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023 (Approve-RC)
- k) Resolution 12k-1222- Resolution Amending the General Fund Budget of Franklin County, Tennessee for the

Fiscal Year Ending June 30, 2023 (Approve-RC)

- l) Resolution 12l-1222- Resolution Amending the County General Fund Budgets of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023
- m) Resolution 12m-1222 Resolution Amending the County General Fund Budgets of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023 (Approve- RC)
- n) Resolution 12n-1222 Resolution Amending the County General Fund Budgets of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023(Approve-RC)
- o) Resolution 12o-1222 Resolution Amending the Solid Waste Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023(Approve-RC)
- p) Resolution 12p-1222- Resolution Approving an Agreement for Professional Airport Services at Sewanee Franklin County Airport.
- q) Resolution 12q-1222- Resolution Approving Addition to the Franklin County Private Road List

9) ELECTIONS/APPOINTMENTS (109-114)

- a) Approval of Constable Bond- Robert Melzer
- b) Nomination of Constable for District 6
- c) Appointments/Reappointments for December 5, 2022
- d) Approval of (11) Applications for Notary Public (Approve – RC)

Comments

Adjournment

Benediction: Commissioner Carolyn Wiseman

REGULAR SESSION
October 17, 2022

1. **BE IT REMEMBERED** that the Board of Franklin County Commissioners met in Regular Session at the Franklin County Courthouse in Winchester, Tennessee, on October 17 2022 at 7:00 pm. Present and presiding the Chairman Chris Guess; present Tina Sanders, County Clerk. Sheriff Tim Fuller led everyone in pledging allegiance to the flag of the United States. Commissioner Glenn Summers gave the invocation.

2.

ROLL CALL:

Monica Baxter Jeffers

Lydia Curtis Johnson

William Anderson, Jr

Carolyn Wiseman

Scottie Riddle

Dale Schultz

Tyler Bauer

Johnny Hand

Bruce McMillan

Spike Hosch

Charles Keller

Jarad Shetters

David Eldridge, Jr

Grant Benere

Glenn Summers

David Kelley

PRESENT (16)

ABSENT (0)

A quorum was declared.

3. **PUBLIC HEARING**

a) **Planning & Zoning**

1. **Rezoning from C, commercial to R-2, General Residential. 2nd Civil District. Franklin County Property Map No. 64, Parcel 66.01. Location-Carson Lane Size- approximately 5.61 +/- acres. Applicant -Tom Ore, Agent for Carl Flynn . *Motion by Anderson, Jr to Approve, 2nd by Hand, all Aye vote, approved**
2. **Rezoning from A, agricultural to R-1, Single Family. 7th Civil District. Franklin County Property Map No.8, Parcel 87.00 Location-Jean Drive. Size Approximately 8.23+/- acres. Applicant- Thomas Whitley, Property Owner Nichols Northcutt, Northcutt & Associates Land Surveying presenting**

Thomas Whitley.

Rick Crowder of Jean Dr spoke opposing.

Joe Merrill of Deer Creek Lane spoke opposing.

Paul Simmons of Jean Drive spoke opposing.

Mr. Northcutt spoken again and stated he could provide the drawing that has been submitted to Tullahoma.

***Keller made the Motion to deny rezoning. *Motion FAILED DUE TO LACK OF 2ND**

***Motion by Anderson, Jr to table until drawing can be provided maybe next meeting, 2nd McMillan, all aye vote to table.**

3. APPROVAL OF MINUTES

***Motion by McMillan. 2nd by Johnson to approve regular session September 19, 2022 minutes, all aye vote -approved.**

4. Report of the Finance Director

Capital Project Funds *Motion by Riddle, 2nd by Wiseman to Receive and File, all aye vote -approved

5. Recommendation/Communications : None

6. Committee/ Department Reports

Trustee's Interest Earned Analysis & Comparison-August 2022

Finance Committee Minutes September 8, 2022

Quarterly Reports provided from following offices

Franklin County Planning & Zoning

Veterans Affairs

Chancery Court

Circuit, Sessions, and Juvenile

Franklin County Clerk

Franklin County Register of Deeds

Franklin County Reentry

Franklin County Sheriff's Department

***Motion by Riddle, 2nd by Hand to Receive and File, all aye vote- approved**

7. NO OLD BUSINESS

8. NEW BUSINESS AND RESOLUTIONS

***MOTION BY ANDERSON, JR 2ND BY HOSCH TO COMBINE (10a, 10b 10c-1022)**

RESOLUTIONS to approve, all aye vote- approved

10a-1022 authorizing a multiple year operating lease & Maintenance agreement for the Franklin County Register of Deeds

10b-1022 authorizing a multiple year operating lease and Maintenance agreement for Franklin County Judicial Commission

10c-1022 authorizing a multiple year operating lease agreement for the Franklin County Consolidated Communications Department

Resolution 10d-1022 amending the Highway Fund Budget of Franklin County, Tennessee for the fiscal year ending June 30, 2023 *Motion by Anderson, Jr to approve 2nd by Summers all aye vote- approved

***Motion by Shetters 2nd by Hand to Combine Resolutions 10e-h 1022, all aye vote approved.**

10e-1022 amending the Franklin County Board of Education General Fund & Cafeteria Fund Budgets of Franklin County, Tennessee for the fiscal year ending June 30, 2023.

10f-1022 amending the Franklin County Board of Education General Fund Budget of Franklin County, Tennessee for the fiscal year ending June 30, 2023.

10g-1022 amending the Franklin County Board of Education General Fund Budget of Franklin County, Tennessee for the fiscal year ending June 30, 2023.

10h-1022 amending the Franklin County Board of Education General Purpose School Budget of Franklin County, Tennessee for the fiscal year ending June 30, 2023

10i-1022 Resolution amending the County General & Solid Waste Fund Budgets of Franklin County, Tennessee for the fiscal year ending June 30, 2022. *Motion by Shultz 2nd by Benere to approve- Roll Call Vote (16 ayes) approved.

10j-1022 Resolution amending the County General Fund Budgets of Franklin County, Tennessee for the fiscal year ending June 30, 2023 *MOTION by Riddle 2nd by McMillan to approve. Roll Call Vote (16 ayes) approved.

10k-1022 Resolution authorizing submission of an application for a State of Tennessee Grant for FY 2022-2023 from the Office of Tennessee State Library & Archives and authorizing the acceptance of said Grant *Motion by Anderson Jr, 2nd by Wiseman to approve, all aye vote- approved.

10l-1022 Resolution amending the County General Fund Budget of Franklin County, Tennessee for the fiscal year ending June 30, 2023. *Motion by Hand 2nd by McMillan to approve, all aye vote-approved

10m-1022 Resolution authorizing submission of an application for a State of Tennessee Airport Maintenance Grant for FY 2023 from the Tennessee Department of Transportation and authorizing the acceptance of said Grant.

10n-1022 Resolution authorizing submission of an application for a state of Tennessee Airport Coronavirus Response Grant for FY 2023 from the Tennessee Department of Transportation and authorizing the acceptance of said Grant (Airport) *Motion by Riddle 2nd by Bauer to combine Resolution 10n-m1022 to approve, all aye vote-approved

10o-1022 Resolution amending the County General Fund Budget of Franklin County, Tennessee for the fiscal year ending June 30,2022 *Motion by Anderson Jr, 2nd by Hand to approve, all aye vote- approved

10p-1022 Resolution amending the County General Fund Budget of Franklin County, Tennessee for the fiscal year ending June 30, 2023 *Motion by Benere 2nd by Summers to approve, all aye vote-approved

10q-1022 Resolution authorizing submission of an application for a state of Tennessee used Oil Collection Grant for FY 2022-2023 from the Tennessee Department of Environment & Conservation and authorizing the acceptance of said Grant *Motion by Riddle 2nd by Summers to approve, all aye vote-approved

10r-1022 Resolution authorizing submission of an application for a State of Tennessee Convenience Center Grant for FY 2022-2023 from the Tennessee Department of Environment & Conservation and authorizing the acceptance of said Grant *Motion by McMillan 2nd by Hand all aye vote-approved

10s-1022 Resolution Highway Road list Change *Motion by Anderson, Jr 2nd by Shetters all aye vote-approved

10t-1022 Resolution Highway Private Road Name Change for November Lane and Victory Bluff *Motion by Hand 2nd McMillan to approve, all aye vote-approved

10u-1022 Resolution regarding Franklin County Senior Citizens. Inc Executive Board *Motion by Anderson, Jr 2nd by McMillan to approve, all aye vote-approve

**10v-1022 Resolution to enter into an Agreement for waste water for TDEC Grant
*Motion by Schultz 2nd by Bauer to approve, all aye vote-approved**

9. ELECTIONS/APPOINTMENTS

- A. Approval of 2022-2024 Standing Committees *Motion by Hand to submit and 2nd by Hosch all vote- approved**

- B. Approval of County Constable Bonds-Troy Gamble, Sandy Gilliam and James Rudy McConnell, Sr *Motion by Riddle 2nd by Shetters to Receive and File, all aye vote-approved**

- C. Appointments/Reappointments for October 17,2022 (see attached) *Motion by McMillan to approve as presented 2nd by Anderson, Jr all aye vote-approved**

- D. Approval of (3) Notary Applications * Motion by Riddle 2nd by Benere Roll Call vote all ayes-approved**

***Motion by Riddle 2nd by Shetters to adjourn at 7:42 pm**

Benediction by Commissioner David Kelly

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 December 5, 2022 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 TULLAHOMA MUNICIPAL/REGIONAL PLANNING COMMISSION RECOMMENDED IN FAVOR OF THE FOLLOWING PROPOSED REZONING AND THIS REQUEST WAS TABLED BY THE FRANKLIN COUNTY BOARD OF COMMISSIONERS AT THE OCTOBER 17, 2022 COUNTY COMMISSION MEETING:

1. Rezoning from A, Agricultural to R-1, Single Family. 7th Civil District. Franklin County Property Map No. 8, Parcel 87.00. Location – Jean Drive. Size – approximately 8.23 +/- acres. Applicant – Thomas Whitley, Property Owner.

THE FRANKLIN COUNTY REGIONAL PLANNING COMMISSION RECOMMENDED IN FAVOR OF THE FOLLOWING PROPOSED REZONINGS:

2. Rezoning from R-2, General Residential to C, Commercial. 1st Civil District. Franklin County Property Map No. 64, Parcel 83.03. Location – Lynchburg Road (State Highway 50). Size – approximately 9.51 +/- acres. Applicant – Lindsey Barry, Agent for Dan Barry.
3. Rezoning from R-2, General Residential to C, Commercial. 9th Civil District. Franklin County Property Map No. 37, Parcel 10.01. Location – Oak Grove Road and David Crockett Pkwy E (State Highway 64). Size – approximately 2.3 +/- acres. Applicant, Jarad Shetters, Agent for Jared Hill.

THE WINCHESTER MUNICIPAL/REGIONAL PLANNING COMMISSION RECOMMENDED AGAINST THE FOLLOWING PROPOSED REZONING:

4. Rezoning from A, Agricultural to R-2, General Residential. 1st Civil District. Franklin County Property Map No. 66, Parcel 10.02. Location – Moon Lane. Size – approximately 44.26 +/- acres. Applicant – Donald Bruce.

THE FRANKLIN COUNTY REGIONAL PLANNING COMMISSION RECOMMENDED IN FAVOR OF THE FOLLOWING AMENDMENTS TO THE ZONING RESOLUTION:

5. Article XIII, Section 4: an amendment regarding penalties for building without a building permit.
6. Article XIII, Section 6: an amendment regarding refunds for fees.
7. Article XV, Section 1: an amendment regarding introduction of amendments.

The proposed amendment(s) may be reviewed in the Planning/Zoning Department, Courthouse Basement Room 109, Winchester TN. All persons affected by the proposed amendment(s) are invited to appear in person or be represented by agent or petition for the purpose of expressing themselves in support of or in opposition to the rezoning and zoning text amendments.

This 10th day of November, 2022.

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

November 21, 2022

To: Franklin County Board of Commissioners
From: Janet Petrunich, Director/Building Commissioner
Re: Rezoning for Thomas Whitley

**THIS REZONING REQUEST WAS TABLED BY THE
FRANKLIN COUNTY BOARD OF
COMMISSIONERS AT THE OCTOBER 17, 2022
COUNTY COMMISSION MEETING.**

**THE TULLAHOMA MUNICIPAL-REGIONAL PLANNING
COMMISSION RECOMMENDED IN FAVOR OF THE
FOLLOWING PROPOSED REZONING:**

Item (1.) as shown on the Notice of Public Hearing:

Rezoning from A, Agricultural to R-1, Single Family Residential. 7th Civil District. Franklin County Property Map No. 8, Parcel 87.00. Location – Jean Drive. Size – Approximately 8.23 +/- acres. Applicant, Thomas Whitley.

Janet

From: msamaniego@tullahomatn.gov
Sent: Wednesday, September 21, 2022 7:20 AM
To: Janet
Cc: Tom Whitley; Northcutt & Associates Land Surveying, Inc.
Subject: Rezoning in the Tullahoma UGB for Franklin County.

Importance: High

Janet - Good morning. The rezoning application for the property in the 200 block of Jean Drive was recommended for approval to the Franklin County County Commissioners by the Tullahoma Municipal-Regional Planning Commission on September 19, 2022.

Thank you,

Mary Samaniego

Mary Samaniego

Planning Director

City of Tullahoma Planning Department

POB 807, 321 N. Collins Street

Tullahoma TN 37388

P: 931-455-2282

msamaniego@tullahomatn.gov

<https://www.tullahomatn.gov/>



TULLAHOMA MUNICIPAL REGIONAL PLANNING COMMISSION

PO Box 807, 321 North Collins Street, Tullahoma, Tennessee 37388

P: 931-455-2282 F: 931-454-1765 www.tullahomafn.gov

REZONING APPLICATION

\$300 Fee

Applicant's Name

Thomas H. Whitley

Applicant's Mailing Address

1376 Parhandle Rd

City

Manchester

State

TN

Zip

37355

Phone Number

865-771-1593

Fax Number

Email

Steelretired@yahoo.com

The applicant is responsible for notifying the Planning & Codes Department if any contact information has changed.

PLEASE COMPLETE THE FOLLOWING PROPERTY INFORMATION:

Property Owner (if different from Applicant)

Property Address

Jean Drive

City

Tullahoma

State

Tennessee

Zip

37308

Tax Map

008

Group

Parcel

087.00

Size of Parcel

8.23

Deed Book

D464

Page

679

Present Zoning of Property

A

Zoning Designation Requested

R1

Present Use of Property

Agriculture

Do you wish to rezone the entire parcel? YES NO

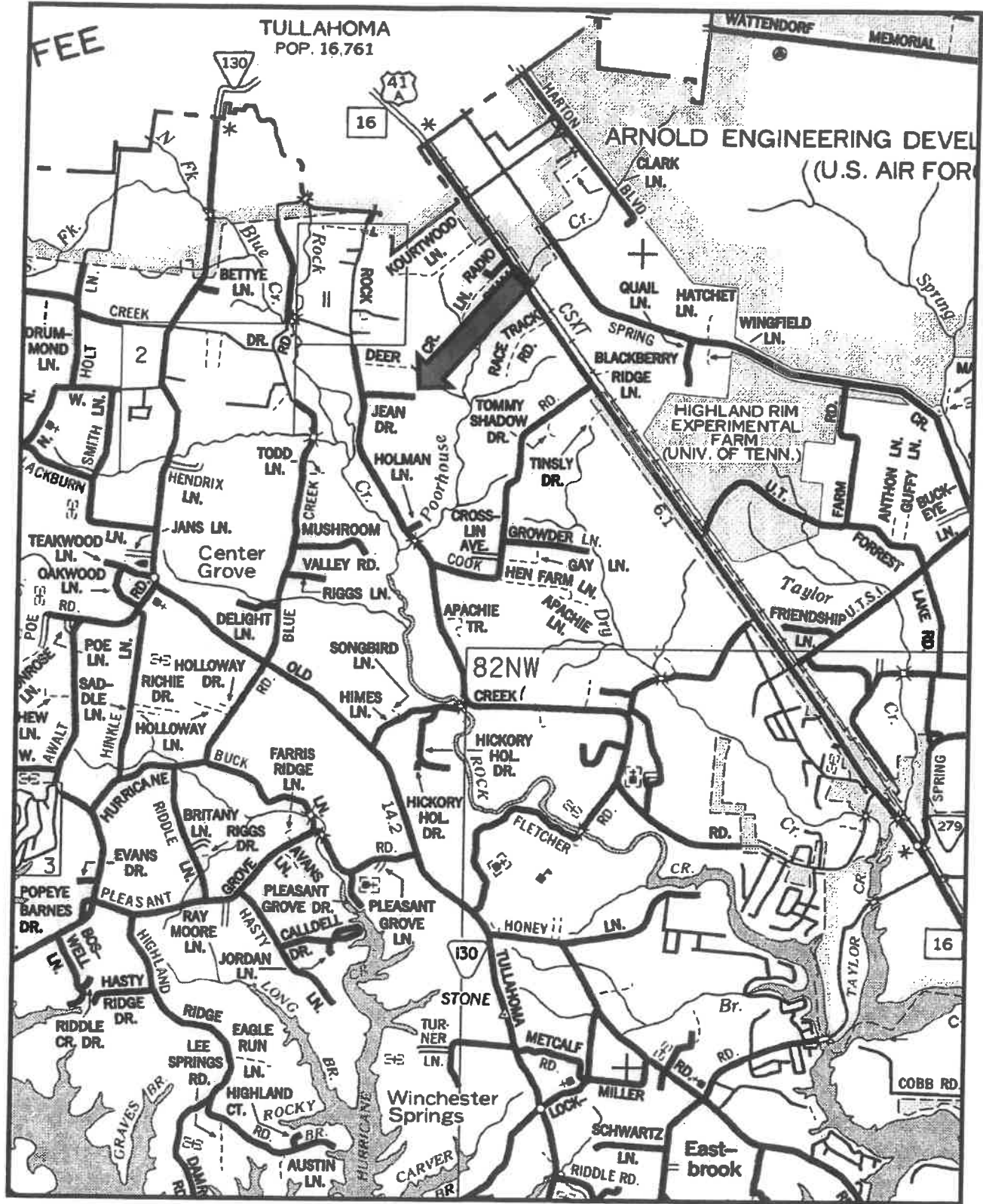
If No, how much of the property do you wish to rezone?

NOTE: If you wish to rezone less than the entire parcel, a legal description will be required along with this application. If the rezoning is approved, a subdivision plat will be required prior to being able to use the property under the new zone.

PLEASE COMPLETE THE FOLLOWING PROPOSED USE INFORMATION:

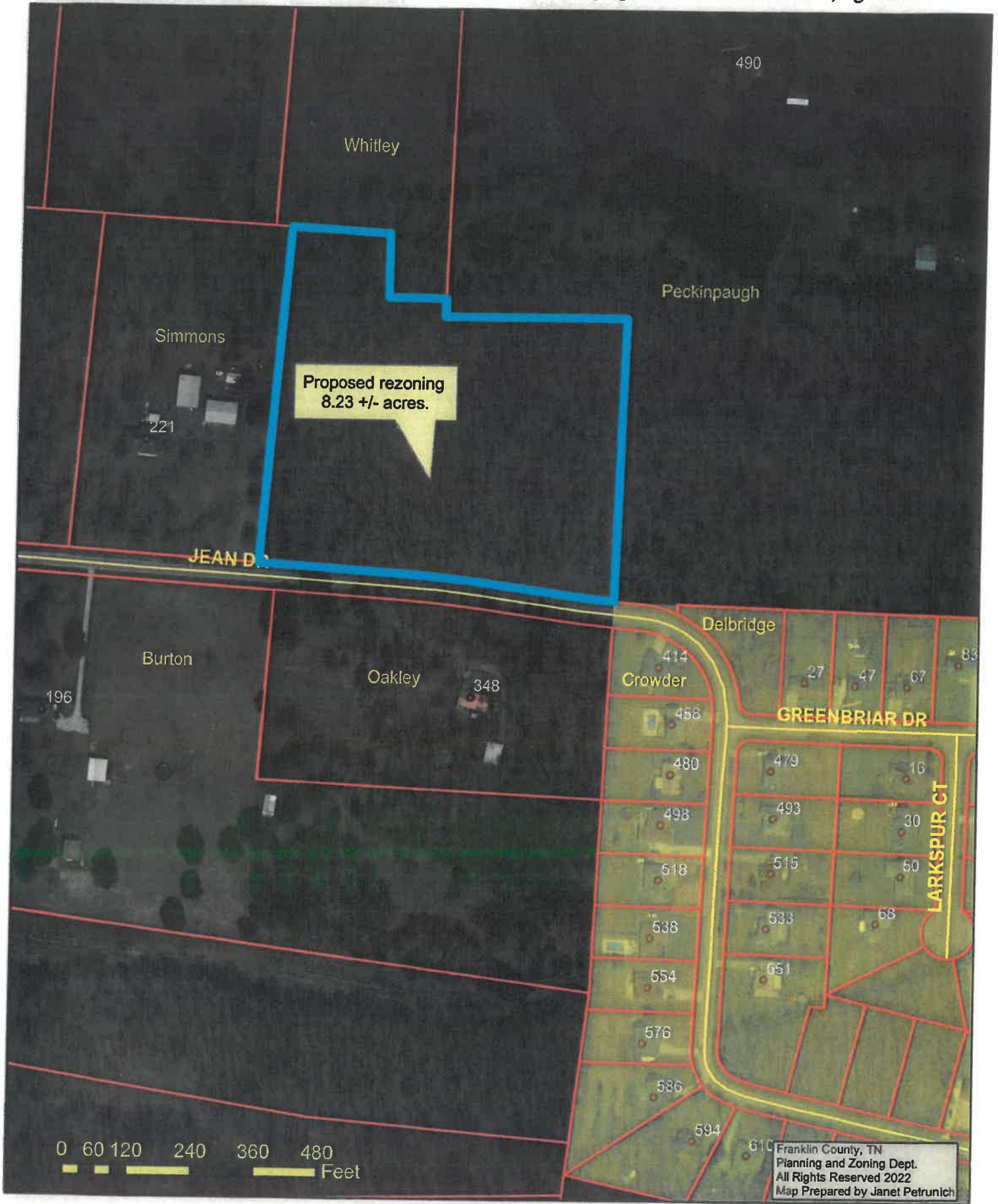
Explain in detail what you propose to do with this property and outline any long term plans for the property. Refer to the use of the zoning district for which you are requesting and explain how your project will fit within that district.

General Map – Thomas Whitley
County Commission – 10/17/2022



GIS View - Thomas Whitley
Map 8, Parcel 87.00
County Commission - 10/17/2022

Zoning:
● R-1, Single Family Residential
All other properties shown are zoned A, Agricultural.



Franklin County Planning & Zoning Department

Memo

November 14, 2022

To: Franklin County Board of Commissioners
From: Janet Petrunich, Director/Building Commissioner
Re: Rezoning for Lindsey Barry, Agent for Daniel Barry

THE FRANKLIN COUNTY REGIONAL PLANNING COMMISSION RECOMMENDED IN FAVOR OF THE FOLLOWING PROPOSED REZONING:

Item (2.) as shown on the Notice of Public Hearing:

Rezoning from R-2, General Residential to C, Commercial. 1st Civil District.
Franklin County Property Map No. 64, Parcel 83.03. Location – Lynchburg Road
(State Highway 50). Size – approximately 9.51 +/- acres. Applicant – Lindsey
Barry, Agent for Daniel Barry.

STAFF REPORT

Date: October 25, 2022
To: Franklin County Regional Planning Commission
From: Staff

General Information

Applicant: Lindsey Barry.
Status of Applicant: Agent for Daniel Barry, Property Owner.
Requested Action: Rezoning a parcel from R-2, General Residential to C, Commercial.
Purpose: To allow the expansion of a marine/rv storage facility and/or any other Use Permitted in a C, Commercial zoned district.
Existing Zoning: R-2, General Residential and A, Agricultural.
Location: 1st Civil District; Parcel 83.03, Franklin County, TN Property Map No. 64, located on Lynchburg Road (TN State Route 50).
Size: 9.51+/- acres.
Existing Land Use: Agricultural/Nursery.
Surrounding Land Use and Zoning:
North – Agricultural, Open, Residential, and R-2, General Residential, A, Agricultural.
South – Commercial, Residential, Agricultural, and C, Commercial, R-2, General Residential.
East – Commercial, Residential, Agricultural, and C, Commercial, R-2, General Residential, A, Agricultural.
West – Residential, Open, and R-2, General Residential, A, Agricultural.
Applicable Regulations: Franklin County Zoning Resolution - Article VI, Section 2 (Page 38); Article VIII, Section 1.1(1) (Page 61); and Article XV (Page 117).

Specific Information

Previous Action: A large portion of the subject property was zoned R-2, General Residential with the adoption of Zoning in 1974. A portion of the parcel was rezoned from R-2, General Residential to C, Commercial by the Franklin County Board of Commissioners June 6, 2016. A Minor Division of Property was approved by the Franklin County Regional Planning Commission Secretary on November 13, 2018 creating a 3.49 +/- acre parcel (zoned C, Commercial) with remaining acreage over 5 acres (zoned R-2, General Residential and A, Agricultural).
Access: The subject property fronts Lynchburg Road for approximately 300'. Lynchburg Road is a TN State highway with a fifty (50) foot ROW and an asphalt surface. Sight distance appears to be good at the posted speed limit in both directions.

- Utilities:** A six (6) inch water line runs along the north side of Lynchburg Road. Potable water is provided by Winchester Utilities. Power is available to the site and is provided by the Duck River Electric Membership Corporation.
- Fire Protection:** Fire protection service is provided by the Broadview Volunteer Fire Department. There is a fire hydrant located approximately 1300' to the northeast of the subject property on the west side of Windy Knob.
- Other Public Services:** Police protection is provided by the Franklin County Sheriff's Department.
- Drainage/Flood:** Drainage is generalized to the north. 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-0145E.
- Site Characteristics:** The property is characterized as an open, fairly level lot with nursery stock and an existing building.
- Area Characteristics:** The immediate area is characterized by commercial and residential activity along the roadway with agricultural activities beyond. The general area is dominated by the recreational activities of Tims Ford Lake and the residential activities of lakefront/lake access living.
- Planning Jurisdiction:** The site is located in the Franklin County Regional Planning Commission's jurisdiction.
- Site Visit:** 10-11-22.

Analysis

Staff recommends approval of the requested rezoning of the subject parcel from R-2, General Residential to C, Commercial.

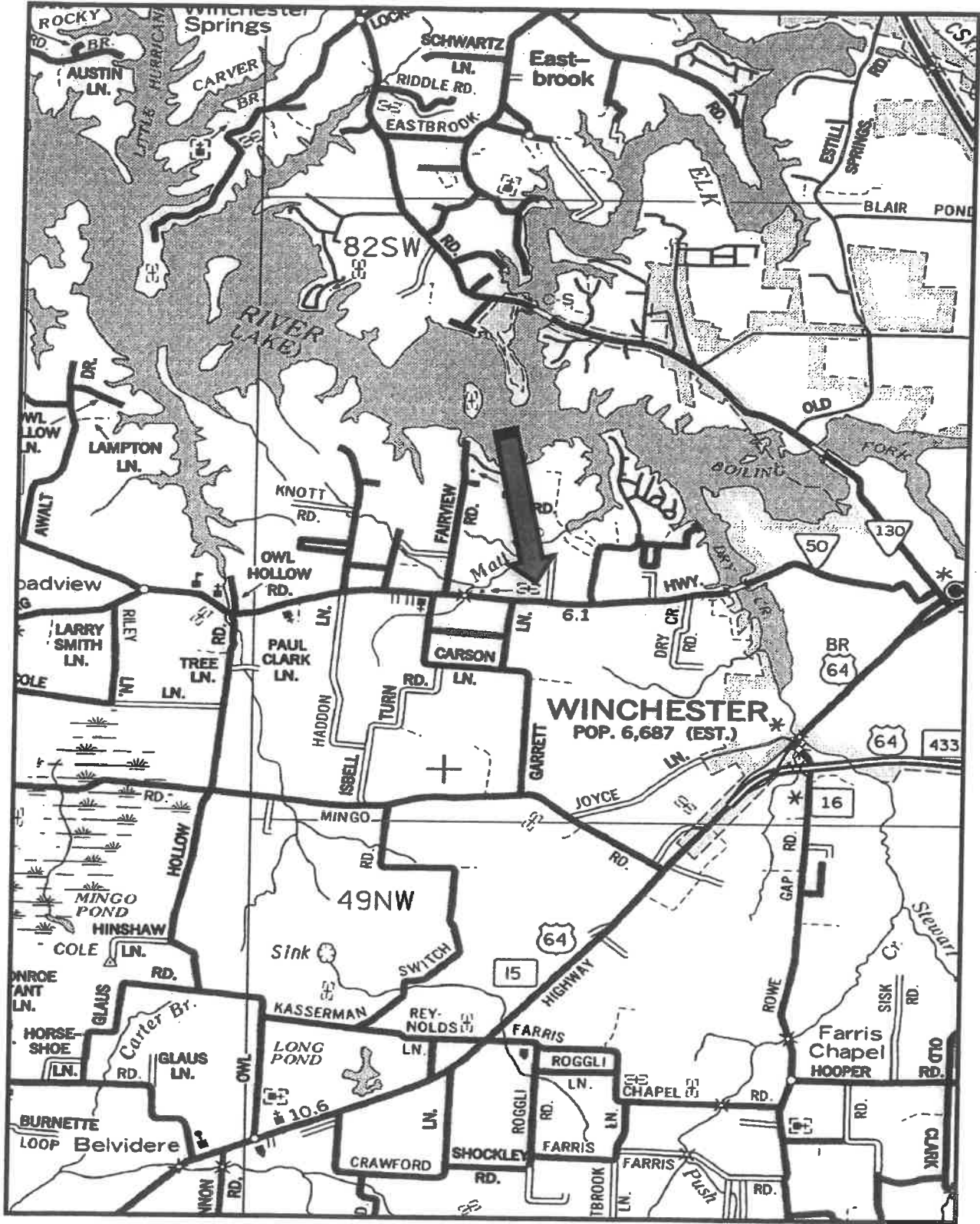
1. The proposal is generally in compliance with the intent of the C, Commercial zoning district provisions of the Franklin County Zoning Resolution.
2. The land, buildings and use of the property has been that of a commercial production and distribution of nursery stock for many years.
3. The property abuts C, Commercial zoned property with an existing marine/rv storage facility, and this is a proposed expansion of that use.

Attachments

- (a) General Location Map.
- (b) GIS View.

JP/CB

General Map – Lindsey Barry for Daniel Barry
Planning Commission – 10/25/2022



GIS View - Lindsey Barry for Daniel Barry
Map 64, Parcel 83.03
Planning Commission - 10/25/2022

Zoning:
● C, Commercial
● R-2, General Residential
All other properties shown are zoned A, Agricultural.



Franklin County Planning & Zoning Department

Memo

November 14, 2022

To: Franklin County Board of Commissioners
From: Janet Petrunich, Director/Building Commissioner
Re: Rezoning for Jarad Shetters, Agent for Jared Hill

THE FRANKLIN COUNTY REGIONAL PLANNING COMMISSION RECOMMENDED IN FAVOR OF THE FOLLOWING PROPOSED REZONING:

Item (3.) as shown on the Notice of Public Hearing:

Rezoning from R-2, General Residential to C, Commercial. 9th Civil District.
Franklin County Property Map No. 37, Parcel 10.01. Location – Oak Grove Road and
David Crockett Pkwy E (State Highway 64). Size – approximately 2.3 +/- acres.
Applicant, Jarad Shetters, Agent for Jared Hill.

STAFF REPORT

Date: October 25, 2022
To: Franklin County Regional Planning Commission
From: Staff

General Information

Applicant: Jarad Shetters.
Status of Applicant: Agent for Jared Hill, Property Owner.
Requested Action: Rezoning a parcel from R-2, General Residential to C, Commercial.
Purpose: To allow the establishment of a storage facility and/or any other Use Permitted in a C, Commercial zoned district.
Existing Zoning: R-2, General Residential and A, Agricultural.
Location: 9th Civil District; Parcel 10.01, Franklin County, TN Property Map No. 37, located on Oak Grove Road and David Crockett Parkway East (TN State Route 64).
Size: 2.3+/- acres.
Existing Land Use: Open.
Surrounding Land Use/ and Zoning:
North – Convenience store/fuel, Agricultural/ and A, Agricultural.
South – Residential/ and R-2, General Residential, C, Commercial.
East – Agricultural, Residential/ and R-2, General Residential, A, Agricultural.
West – Agricultural, Residential/ and R-2, General Residential.
Applicable Regulations: Franklin County Zoning Resolution - Article VI, Section 2 (Page 38); Article VIII, Section 1.1(1) (Page 62); and Article XV (Page 117).

Specific Information

Previous Action: The subject property was zoned R-2, General Residential with the adoption of Zoning in 1974. A request for rezoning was heard by the Franklin County Regional Planning Commission on 3-31-1998 (Case #10-98). A Plot Plan for a convenience store was granted conditional approval by the Franklin County Regional Planning Commission on 3-31-1998 (Case #11-98). The applicant withdrew the request for rezoning and the conditions for the Plot Plan Review were never met.

Access: The subject property fronts Oak Grove Road for approximately 211'. Oak Grove Road is a County Road with a fifty (50) ROW and an asphalt surface. The subject property also fronts David Crockett Parkway East for approximately 464'. David Crockett Parkway East is a TN State Highway with a varying ROW and an asphalt surface.

Utilities: A four (4) inch water line runs along the east side of Oak Grove Road according to Tim Solomon with Winchester Utility Svstems. Potable water

is provided by Winchester Utility Systems. Power is available to the site and is provided by the Duck River Electric Membership Corporation.

Fire Protection: Fire protection service is provided by the Alto/Oak Grove Volunteer Fire Department. There is a fire hydrant located approximately 1046' to the southwest of the subject property 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 southwest. There appears to be a low-lying or ponding area on the site just west of the center of the parcel, according to the USGS Quad Map. The site is not in an identified FEMA flood hazard area per Map No. 47051C-0070E.

Site Characteristics: The property is characterized as an open, sloping lot.

Area Characteristics: The immediate and general areas are characterized by commercial (convenience store/fuel) and scattered residential activities along the roadways with agricultural activities beyond.

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

Site Visit: 10-18-22.

Analysis

Staff recommends approval of the requested rezoning of the subject parcel from R-2, General Residential to C, Commercial.

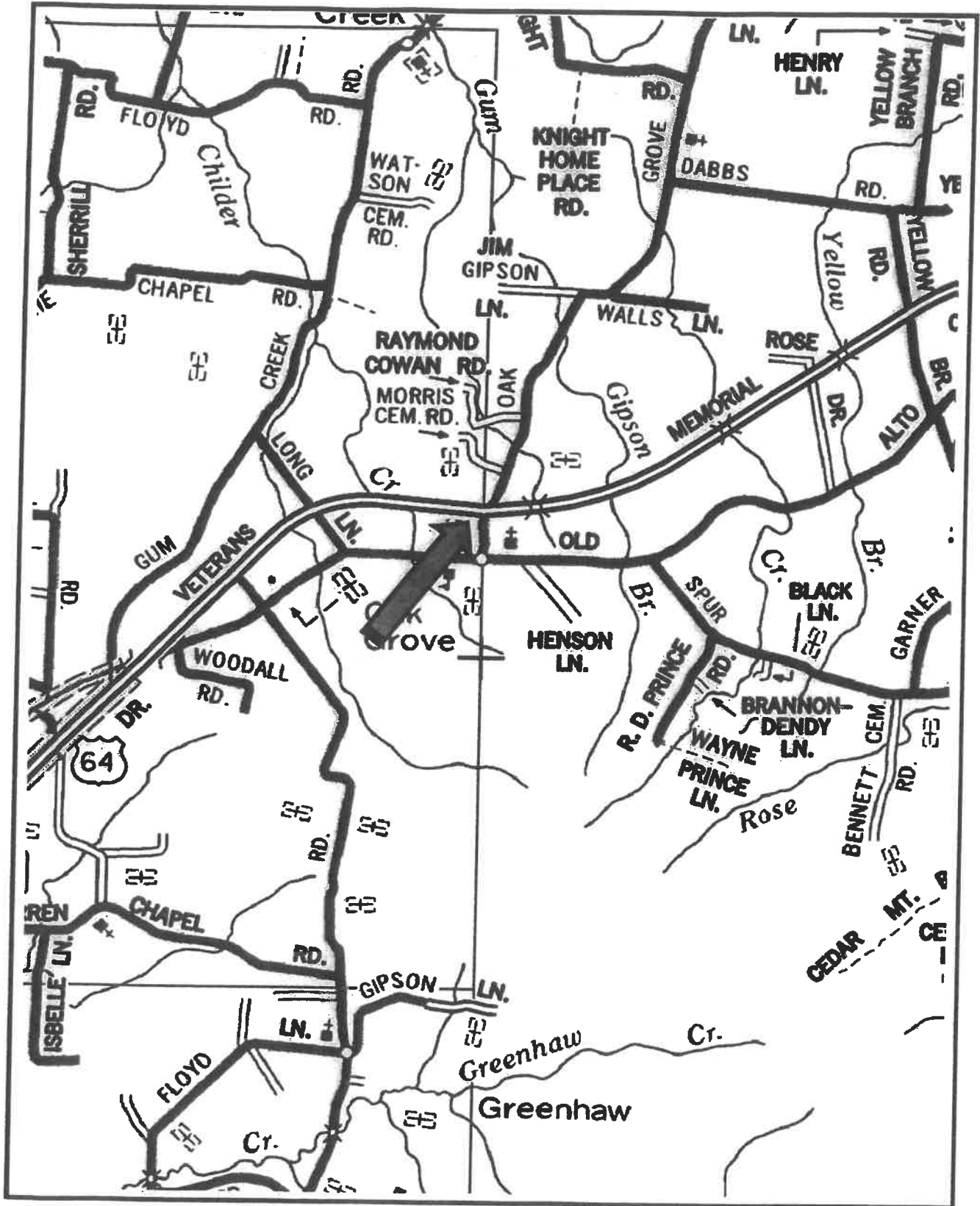
1. The proposal is generally in compliance with the intent of the C, Commercial zoning district provisions of the Franklin County Zoning Resolution.
2. There is C, Commercial zoned property approximately 278' to the southeast of the subject parcel.

Attachments

- (a) General Location Map.
- (b) GIS View.

JP/CB/JK

General Map – Jarad Shetters for Jared Hill
Planning Commission – 10/25/2022



GIS View - Jarad Shetters for Jared Hill

Map 37, Parcel 10.01

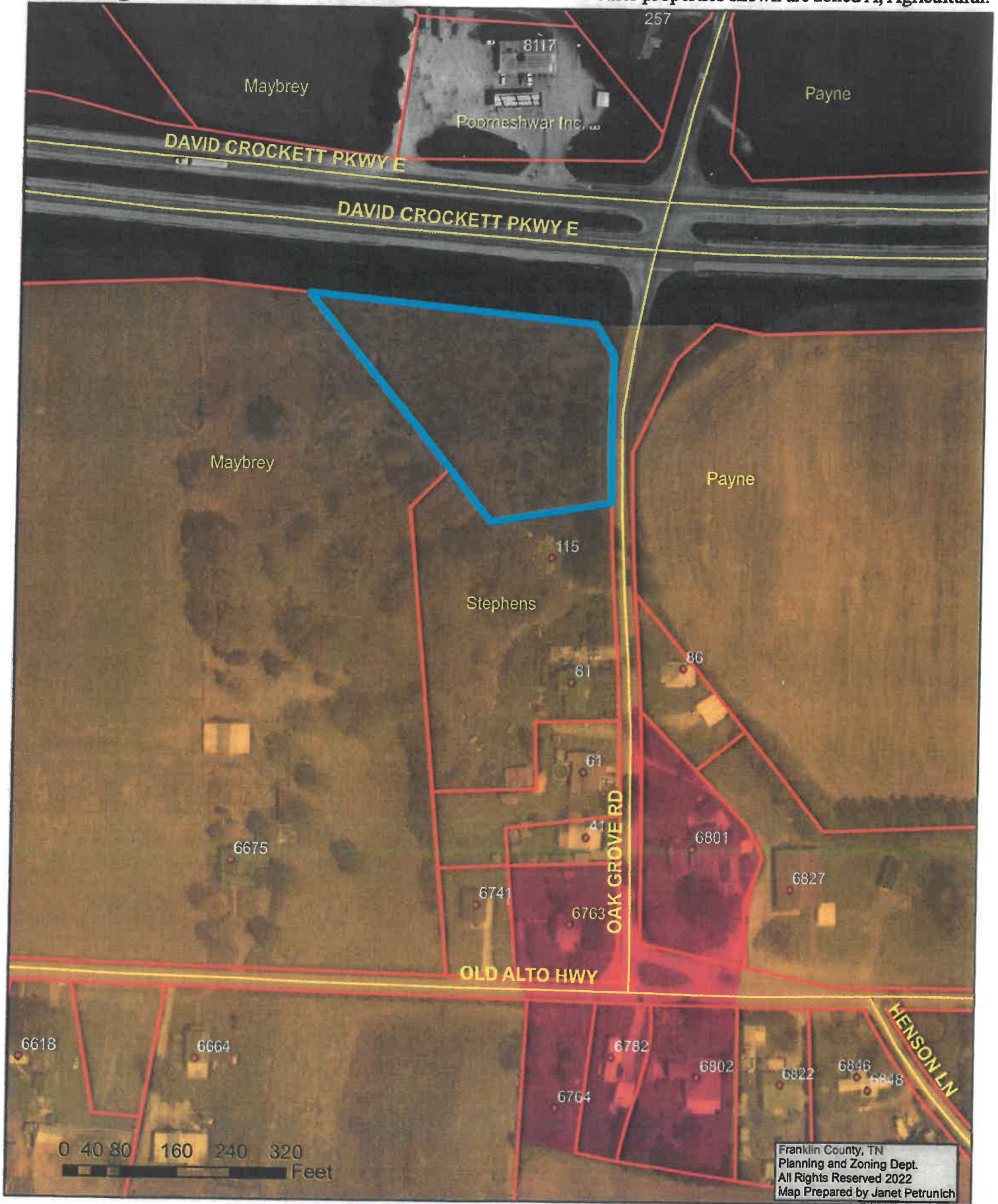
Planning Commission - 10/25/2022

Zoning:

● C, Commercial

● R-2, General Residential

All other properties shown are zoned A, Agricultural.



Franklin County Planning & Zoning Department

Memo

November 14, 2022

To: Franklin County Board of Commissioners
From: Janet Petrunich, Director/Building Commissioner
Re: Rezoning for Donald Bruce

THE WINCHESTER MUNICIPAL/REGIONAL PLANNING COMMISSION RECOMMENDED AGAINST THE FOLLOWING PROPOSED REZONING:

Item (4.) as shown on the Notice of Public Hearing:

Rezoning from A, Agricultural to R-2, General Residential. 1st Civil District.
Franklin County Property Map No. 66, Parcel 10.02. Location – Moon Lane. Size –
approximately 44.26 +/- acres. Applicant – Donald Bruce.



Winchester Municipal/Regional Planning Commission
 7 South High Street
 Winchester, Tennessee 37398

www.winchester-tn.com

October 14, 2022

Franklin County Tennessee County Commission
 Attention: Franklin County Planning and Zoning Department
 1 South High Street
 Winchester, TN 37398

To whom it may concern,

Let it be known by public record that on September 19, 2022, the Winchester Municipal-Regional Planning Commission (WMRPC) heard a request to rezone property located outside the corporate limits of the city; but, within the established urban growth boundary (UGB) of the city. Because the requested rezoning is within the Winchester UGB, the WMRPC is afforded the opportunity to make a recommendation regarding the requested rezoning, in accordance with Tennessee Code Annotated.

The property may be more accurately described as being parcel 010.02 of control map 066 in accordance with the official tax map of Franklin County Tennessee. The parcel consists of approximately forty-five (45) acres ± with a lone single-family dwelling, a detached garage, a barn, and at least two utility type storage buildings. The currently zoning classification is A, Agricultural, with such zoning designation being that of Franklin County, not the City of Winchester. The current owner, Mr. Don Bruce, has requested that the property be rezoned from A to R-2.

It is the opinion of the Winchester Municipal-Regional Planning Commission that rezoning the property to allow residential development is not a desirable condition and is in direct opposition to the city's land use perspective, industrial development. The city has entered an agreement with Franklin County to extend sewage beneath Veterans Memorial Drive (US 64) to a site owned by the county. That site has been reserved for industrial development and is commonly referred to as "the Moon Property". The City of Winchester planning staff and the Winchester Municipal-Regional Planning Commission does not recommend the requested rezone from A to R2. The City of Winchester would like to add that in it's estimation, such a rezoning would be significantly counterproductive regarding further industrial development in this immediate area.

Sincerely,

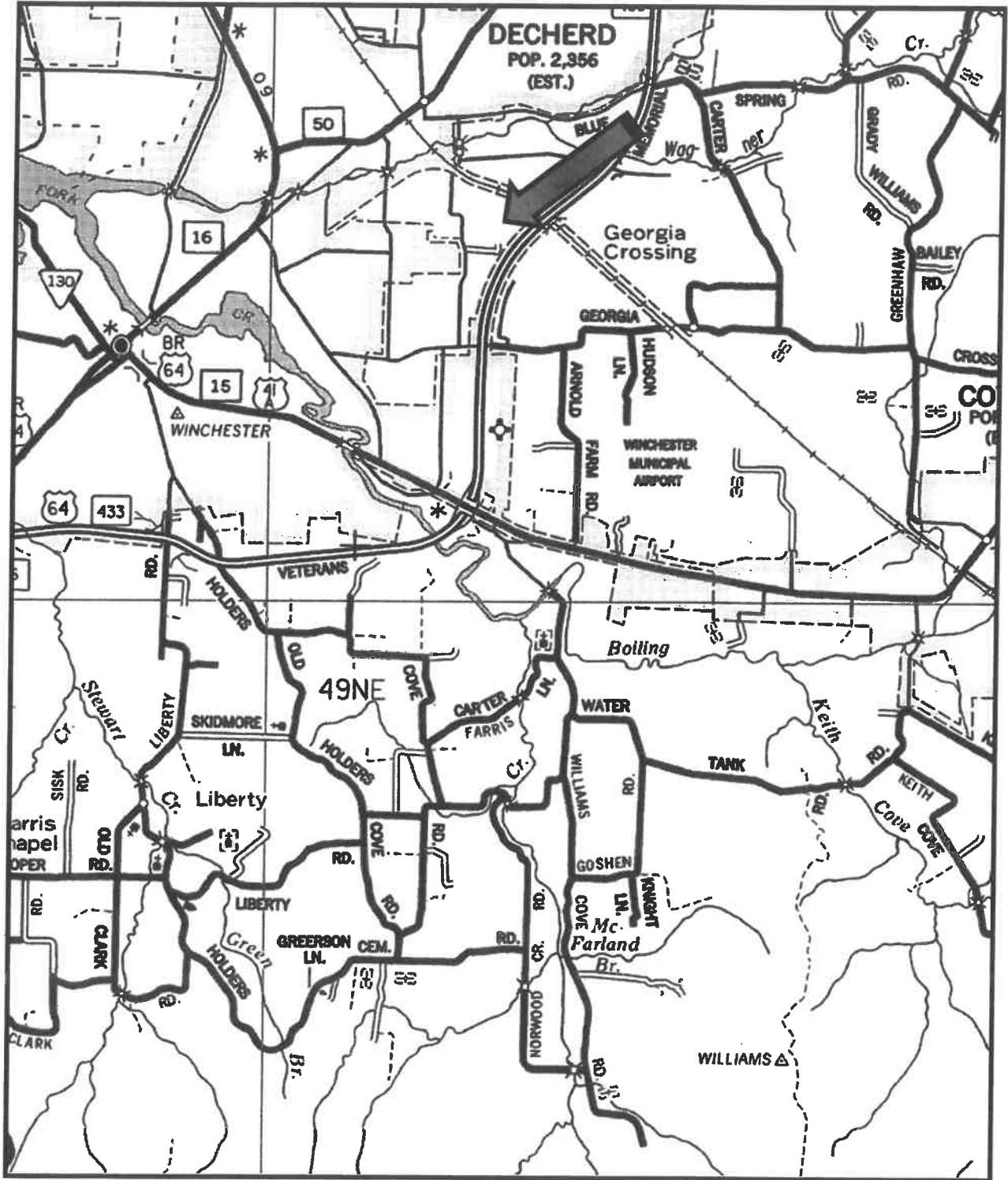
Pat Sanders
 Community Development & Codes Director
 City of Winchester, TN

RECEIVED
 OCT 17 2022

BY: _____

Copy: FC Planning & Zoning; Mayor FC; FC Industrial Recruiting; Mayor City of Winchester, City Administrator, File

General Map – Donald Bruce
County Commission – 12/5/2022



GIS View - Donald Bruce
Map 66, Parcel 10.02
County Commission - 12/5/2022

Zoning:
 ● C, Commercial
 ○ A-2, Medum Agricultural
 No color - A, Agricultural



Franklin County, TN
 Planning and Zoning Dept.
 All Rights Reserved 2022
 Map Prepared by Janet Petrunich

Franklin County Industrial Development Board

November 3, 2022

The Franklin County Industrial Development Board met in the Rescue Squad Room at the Annex and was called to order by Chairman Steve Young at 4:49 p.m.

Member Present: Steve Young, Brenda Cannon, Clint Morris, Barbara Finney, Stephen Burnett and Donald Langston.

Others Present: Mike Cunningham, Kelli Riley – Secretary

Motion made by Burnett to approve the minutes from the June 13, 2022 meeting. Second by Morris. All Ayes.

The Board welcomes Mike Cunningham as the new Economic Development Director for Franklin County and Barbara Finney as the new board member for District 6. Christina Henley Duncan resigned from the board.

Riley updated the Board on the following:

- The last Manufacturers Roundtable meeting for 2022 is November 17 at 12 Noon in the Community Room at the Annex. The topic is 'Local Elected Officials'.
- TVA Workforce Invest Grant was awarded to Franklin County and TCAT – Franklin County.
 - Total funding is \$84,718.00
 - 70/30 match
 - TVA 70% match - \$59,298.00
 - Franklin County/TCAT 30% match - \$25,420.00
 - 30% match - \$24,670 donations (Personnel & Fringe for TCAT - \$7,600.00, Mitsubishi Electric Training - \$17,070.00), and \$750.00 local (FCIDB scholarship) match.
- Hamilton Kent Expansion has been put on hold per Corporate Headquarters. Hamilton Kent is looking for warehousing space, along with third party logistics. Mr. Morris will continue to direct corporate to expand on their current property.
- The property at the end of Franklin County Industrial Park NW corner has been purchased by a private individual, Don Bruce from Rutherford County. The property is in the County limits while sits in the City of Winchester's Urban Growth Boundary (UGB). Mr. Bruce is requesting for the property to be rezoned from A – Agriculture to R-2 – Residential. The City of Winchester does not recommend the requested rezone from A to R2.
 - **Cannon made motion to continue with the City of Winchester's decision – The City of Winchester does not recommend the requested rezone from A to R2. Second by Langston. All Ayes.**
- Property Evaluation Program – Please keep your eyes out for 20+ acres that could be a possible industrial site throughout the County. We are becoming limited to what we have to market and are currently looking for more property. If we are able to locate some prior to the next round of the PEP, we can fill out an application.
- Project Eagle – The RFI I inquired information and/or input from you! Franklin County was in the top 3!!! The clients requested more information from another community. A final decision has yet to be made. Thank you everyone for all your assistance on this project. Many times it is a quick turnaround and you came through when I needed you, as you always do!

Motion made by Cannon to adjourn at 5:35 p.m. Second by Morris. All Ayes.

Respectfully Submitted,


Steve Young, Chairman



Franklin County Planning & Zoning Department

Memo

November 21, 2022

To: Franklin County Board of Commissioners
From: Janet Petrunich, Director/Building Commissioner
Re: Proposed Amendments to the Franklin County Zoning Resolution

The following amendments to the Franklin County Zoning Resolution are proposed to reflect the additions/changes to the recently revised Planning and Zoning Fee Schedule adopted by the Franklin County Board of Commissioners on Monday, September 19, 2022.

**THE FRANKLIN COUNTY REGIONAL PLANNING COMMISSION
RECOMMENDED IN FAVOR OF THE FOLLOWING PROPOSED
AMENDMENTS TO THE ZONING RESOLUTION:**

Item (5.) as shown on the Notice of Public Hearing:

Article XIII, Section 4:

Currently:

4. Penalties.

Any person violating any provision of this resolution shall be guilty of a misdemeanor and upon conviction shall be fined not less than two dollars (\$2.00) nor more than fifty dollars (\$50.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense; payment of fine shall not constitute compliance.

All fees are doubled if construction has started before obtaining a zoning compliance/building permit. Regular fees are paid if an application is filed within ten (10) days of notification. After start of construction, variances shall have an application fee of five-hundred (\$500.00) dollars.

Change to:

4. Penalties.

Any person violating any provision of this resolution shall be guilty of a misdemeanor and upon conviction shall be fined not less than two dollars (\$2.00) nor more than fifty dollars (\$50.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense; payment of fine shall not constitute compliance.

All fees are doubled if construction has started before obtaining a zoning compliance/building permit. Regular fees are paid if an application is filed within ten (10) days of notification, for first time offenders only. After start of construction, variances shall have an application fee of one-thousand (\$1000.00) dollars.

Item (6.) as shown on the Notice of Public Hearing:

Article XIII, Section 6:

Currently:

6. Refunds.

An applicant may receive refunds, if requested, upon review of and approval by an agreement of:

1. The Franklin County Executive and The Chairman of the Franklin County Board of Zoning Appeals.
- OR
2. The Franklin County Executive and the Chairman of the Franklin County Regional Planning Commission.

Change to:

6. Refunds.

All fees are non-refundable.

Item (7.) as shown on the Notice of Public Hearing:

Article XV, Section 1:

Currently:

1. Introduction of Amendments.

The county court may amend the regulations, restrictions, boundaries, or any provision of this resolution. Any member of the county court may introduce such amendment, or any official, board, or any other person may present a petition to the county court requesting an amendment or amendments to this resolution without payment of a fee except as described in Paragraph 4 of this article.

Change to:

1. Introduction of Amendments.

The county court may amend the regulations, restrictions, boundaries, or any provision of this resolution. Any member of the county court may introduce such amendment, or any official, board, or any other person may present a petition to the county court requesting an amendment or amendments to this resolution.

The Franklin County Regional Planning Commission – October 25, 2022.

The Franklin County Regional Planning Commission met in a regular session on October 25, 2022 in the Franklin County Courthouse. The meeting started at 6:00PM with a quorum present.

The members present were Chairman Dave Van Buskirk, Vice Chairman Jeremy Price, Secretary Monica Baxter Jeffers, Vice Secretary David James, Luke McCurry, Helen Tinnerman, Kevin Pickett, Michael Rudder, and Greg Houston. Also present was Planning and Zoning Director/Building Commissioner Janet Petrunich and Planning Assistant Jessica King. A Visitors' List is attached.

The minutes for the September 27, 2022 meeting were approved as written by Dave Van Buskirk.

Janet Petrunich introduced Case No. 21-22; Rezoning; Applicant: Lindsey Barry, Agent for Daniel Barry, Property Owner. Location – 1st Civil District; Parcel 83.03, Franklin County, TN Property Map No. 64, located on Lynchburg Road. Petrunich read the Staff Report and the returned adjoining property owner notices. Dave Van Buskirk polled the board members for questions or comments. There were no questions or comments from the board members. Van Buskirk asked if the audience had any questions or comments. With no members of the audience having questions or comments, Van Buskirk called for a motion. Jeremy Price made a motion to recommend for the requested rezoning from R-2, General Residential and A, Agricultural to C, Commercial. Michael Rudder seconded the motion. All aye.

Janet Petrunich introduced Case No. 22-22; Preliminary/Final Subdivision Plat Review; Applicant: Tom Ore, Agent for Randy Hill, Property Owners. Location – 11th Civil District; Parcels 28.02, Franklin County, TN Property Map No. 87, located on Williams Cove Road and Water Tank Road. Petrunich read the Staff Report and the returned adjoining property owner notices. Dave Van Buskirk polled the board members for questions or comments. There were no questions or comments from the board. Van Buskirk asked if the audience had any questions or comments. A discussion was held about vandalism and theft in the neighborhood. With no additional members of the audience having questions or comments, Van Buskirk called for a motion. Greg Houston made a motion to approve the Preliminary/Final Plat for Williams Cove Estates Subdivision based upon the Staff Report and discussions, subject to the following ten (10) conditions:

1. Note the correct water line size along Water Tank Road.
2. Note the location of the closest fire hydrant.
3. Install a fire hydrant if there is adequate flow and pressure to serve the development. If not, provide a letter from the utility company stating such.
4. Soil suitability tests to be done and proposed sewage systems to be approved by the County Environmentalist. If the subdivision is located on property that requires an interceptor or curtain drain, the size and outflow shall be designed by

a Professional Engineer. In addition, if curtain drains are proposed for any lot in the subdivision, then a subdivision-wide drainage plan must be submitted and approved by the Planning Commission.

5. A Certificate of Approval for Subsurface Sewage Disposal be added to the plat and signed with restrictions, if any.
6. Certificate of Approval of Water Systems be signed.
7. Certificate of Ownership and Dedication be signed.
8. Certificate of Approval for Subdivision and Road Name(s) be signed.
9. Certificate of Approval of Roads be signed.
10. Add the easement note stating: The ingress/egress easement(s) driveway shown hereon is a private driveway and is not intended to become a Franklin County road and therefore shall not be maintained by the Franklin County Highway Department.

David James seconded the motion. All aye.

Janet Petrunich introduced Case No. 23-22; Preliminary/Final Subdivision Plat Review; Applicant: Tom Ore, Agent for Bryan Williams, Property Owner. Location – 15th Civil District; Parcel 91.00, Franklin County, TN Property Map No. 44, located on Old Eastbrook Road. Petrunich read the Staff Report and the returned adjoining property owner notices. Dave Van Buskirk polled the board members for questions or comments. There were no questions or comments from the board. Van Buskirk asked if the audience had any questions or comments. With no members of the audience having questions of comments, Van Buskirk called for a motion. Michael Rudder made a motion to approve the Preliminary/Final Plat for Eastbrook Trace Subdivision based upon the Staff Report and discussions, subject to the following nine (9) conditions:

1. Note the location of the closest fire hydrant.
2. Install a fire hydrant if there is adequate flow and pressure to serve the development. If not, provide a letter from the utility company stating such.
3. Soil suitability tests to be done and proposed sewage systems to be approved by the County Environmentalist. If the subdivision is located on property that requires an interceptor or curtain drain, the size and outflow shall be designed by a Professional Engineer. In addition, if curtain drains are proposed for any lot in the subdivision, then a subdivision-wide drainage plan must be submitted and approved by the Planning Commission.
4. A Certificate of Approval for Subsurface Sewage Disposal be added to the plat and signed with restrictions, if any.
5. Certificate of Approval of Water Systems be corrected and signed.
6. Certificate of Ownership and Dedication be signed.
7. Certificate of Approval for Subdivision and Road Name(s) be signed.
8. Certificate of Approval of Roads be signed.
9. The required physical improvements be made or a bond posted for the waterline.

David James seconded the motion. All aye.

Janet Petrunich introduced Jessica King the new Planning Assistant with the

Planning and Zoning Department. Dave Van Buskirk also took this time to introduce Kevin Pickett, newest Board Member to the Franklin County Regional Planning Commission. Petrunich advised that King would be reading Staff Reports as well.

Jessica King introduced Case No. 24-22; Preliminary/Final Subdivision Plat Review; Applicant: Tom Ore, Agent for Donald Bruce, Property Owner. Location – 11th Civil District; Parcel 27.17 (Part), Franklin County, TN Property Map No. 86, located on Skidmore Lane. King read the Staff Report. Janet Petrunich read the returned adjoining property owner notices. Dave Van Buskirk polled the board members for questions or comments. There were no questions or comments from the board. Van Buskirk asked if the audience had any questions or comments. Petrunich laid the proposed plats out to be made available to the board and members of the audience. Petrunich then explained the history of the subject parcel in regards to the Planning Commission and the conditions that were set and had not currently been met, stating there was no drainage plan submitted along with the current plat. There was a drainage plan submitted after the last meeting however they did not get the easements for that plan so that drainage plan was not any good without the easements from the adjoining property owners. Tom Ore stated “everything she said was correct. At this point we’re not asking for a drainage easement to the north to go across. That’s not on the table to ask for. There is a wet weather pond on the north part of the property on the remaining Bruce property, that gets bigger and gets smaller, depending on how much it rains. Probably pretty big right now. But that’s, it is a wet weather pond, that’s held away from the lots along Skidmore Lane, there’s elevations that keeps that wet weather pond back on the northwest part of the remaining property of Bruce and it also bleeds into lot 3 and lot 4 of the existing subdivision there but that’s not part of what were asking for here. We’re asking for approval of these seven lots along Skidmore Lane.” He goes on to state “There’s property back there but it’s not part of this subdivision request.” Van Buskirk stated and questioned “there is an easement, a drainage easement on lots 11-13 that I see here, is that correct” Tom Ore answered “there is, Scott St. John actually did a drainage plan for the whole development, but as Janet said it’s not applicable, part of that was to utilize a drainage easement to the north along Sharilla. It would run along the east side of lot 5 and lot 6 and keep on going until it found daylight but that’s not being asked for.” An unidentified man from the audience asked about the remaining acreage and how it would be developed, it being the worst at flooding. Petrunich stated that she also wanted to address the remaining acreage, offering that while the current plat was being submitted to the Planning Commission for review, Staff was concerned that the remaining acreage would be submitted to the Planning and Zoning Department for property division approval through the Minor Division process without any drainage requirements. Petrunich also offered that this was the third time a plat had been submitted to the Planning Commission for approval without any drainage plan being submitted, and that each previous time it was submitted a drainage plan was a condition set by the Planning Commission to obtain full approval. Petrunich stated “therefore, if any Minor Divisions come through our office in regards to this property, because of what we do know about the property, Staff is not going to approve those, we are going to

turn them over to the Planning Commission.” Kenneth Coleman, adjoining property owner, suggested “building a pond for Mr. Smith for his cattle” as a solution. There were a couple independent conversations happening within the audience. A brief discussion was held on the remaining acreage. Jeff Skidmore, adjoining property owner to the south, stated “I’m concerned about the south side of Skidmore Lane where these 7-13 lots are. There is a ditch that the highway department put in there a few years ago. There is substantial erosion and flooding on the south side, My side and Mrs. Austin’s side. I have pictures that show that if you want to see them.” Mr. Skidmore then passed his phone around to board members, describing the location and subject of the photos on his phone. Mr. Skidmore added “this area here is agricultural, row crops, when this flooding happens here, we’re going to lose 2, 3, 4 acres of row crops.” (he was speaking of the current drainage pipe coming off of the north side of Skidmore Lane, draining onto the south side of Skidmore Lane into an open crop field). Some individual discussions were held throughout the room. Mr. Ore stated “there is a drainage plan that’s been submitted as Janet said. It’s really in two parts. One part was going to take water north across the Sharilla property. But the other part of the drainage plan is still active. It may need to be revised to take that part where the water drainage to the north off of it but what it did was it put a retention pond on the north side of lots 12 and 13 and that catches any water that might come down off the hill and go through the covert which I’ve shown, that corrugated metal pipe, it will slow that down to pre-development rates. And that’s already been done and that’s been designed by an engineer. So, this development won’t make that worse, if anything it will make that water that comes through that pipe and onto the property to the south be better than it is now.” Van Buskirk asked “your talking lots 11, 12 and 13 there, it’s showing it runs down to Mr. Skidmore’s property?” Ore answered “It does, but it catches the water as it comes down the hill there and will slow it down to pre-development rates. You gotta let it go eventually. But it won’t be worse than it is now. Right now, it’s in grass out there and drainage won’t be any worse than that and it will actually be better, because of the catching and slowing down.” Kevin Pickett asked if this was going to be built? Tom Ore answered Yes. Pickett asked again “for this?” Ore answered again “yes, yes it is.” Pickett then asked “But it’s not shown on this?” Ore answered “it’s not shown on here” (meaning the plat presented for this case) Janet stated “nothing has been built out there. Now, that drainage plan was submitted for the previous case. There was not a drainage plan submitted for this case. That was submitted for the other case and it didn’t have the easements for it. So, it was a drainage plan that couldn’t exist. Now, if they want to submit part of that drainage plan for this case then that’s what they should do.” Tom Ore stated “I agree, that drainage plan took in drainage going to the north and drainage coming down this way. And ok, it’s not applicable because the drainage to the north is no longer on the table but the rest of it still good so we’ll get the engineer to come back and submit a drainage plan that just shows drainage come to the south.” Van Buskirk replied to Tom “..it does show public drainage easement and then so your saying, your proposing a plan to be submitted to take care of that water right?” Ore “that is right, with a retention basin on the north side of lots 11, 12 and 13.” A discussion was held. Van Buskirk was making sure all the adjoining property owners understood everything so far. There was a discussion between

Mr. Ore and Mr. Skidmore regarding the flooding on Mr. Skidmore's property. Janet stated "Staff recommends that drainage plan comes back here for everyone to see not just the Planning and Zoning Department. This has been an ongoing issue with these proposals. This has been going on many years. Drainage plans were not presented and I feel like it should be here for discussion." Monica Jeffers asked "then can we table it until we see a drainage plan?" Janet and Van Buskirk both answered in the affirmative. Eva Austin stood up and stated "That plat there is kind of incomplete it leaves all of us here at loose ends. There was no representation of ingress/egress. Nothing related to ditches or conveyances or any of that. So, I reached out to TDEC and spoke to Sherry Glass. She's the environmental engineer there and she told me that anything that disturbed more than one acre of land required a construction stormwater management plan. We've been here several times and we still don't have that. I don't think any of us are opposed to having those houses over there. We just want the water managed so it doesn't damage our property. Where Mr. Skidmore lives, I live adjacent to him, I have a sink hole. I have Lidar drawings that show all the way back behind his property and all the way down there towards Liberty and there is a spring down there and so when the water runs off and it goes to that spring, and were talking now about adding septic systems, then all of that has to be considered too. What's happening with that waste water, where does that go? Because really, it's going into our lake. And so, we've got issues there. I don't have city water I have well water. I'm concerned not only on top of the ground but what's happening underground. What am I drinking? What am I feeding my animals that I'm going to pass onto somebody else? It sounds like this Planning Commission understands all the relevance and I appreciate that, but I just ask before we go further we really do our due diligence on it, and Janet I really appreciate you saying any further subdivisions, because that's a real issue." Van Buskirk thanked the audience for their comments and asked Monica Jeffers to clarify her motion. Monica then made a motion to table the request to allow the applicant time to provide a drainage plan designed by an engineer. Kevin Pickett seconded the motion. A discussion was held on the subject of tabling vs requiring it as a condition. Van Buskirk called for a vote. All aye.

Janet Petrunich introduced Case No. 25-22; Preliminary/Final Subdivision Plat Review; Applicant: Tom Ore, Agent for Ore Realty, LLC, Property Owner. Location – 8th Civil District; Parcel 14.05, Franklin County, TN Property Map No. 18, located on AEDC Lakeview Road. Petrunich read the Staff Report and any returned adjoining property owner notices. Dave Van Buskirk polled the board members for questions or comments. There were no questions or comments from the board. Van Buskirk asked if the audience had any questions or comments. One member of the audience asked what kind of homes were proposed to be built on these lots. Ore answered with "single family" and another member of the audience asked for a copy of the Staff Report which was provided to her by Petrunich. With no other members of the audience having questions or comments, Van Buskirk called for a motion. Greg Houston made a motion to approve the Preliminary/Final Plat for Ore Realty, LLC/AEDC Lakeview Road Subdivision based upon the Staff Report and discussions, subject to the following three

(3) conditions:

1. Show the correct parcel number for the property that is being divided.
2. Label the tracts (Tract 1 and Tract 2).
3. Remove the word "remaining" from the 1.336 acre tract.

Helen Tinnerman seconded the motion. All aye.

Jessica King introduced Case No. 26-22; Preliminary/Final Subdivision Plat Review; Applicant: Joe Denby, Agent for Highway 16 Partners, Property Owner. Location – 1st Civil District; Parcel 35.11, Franklin County, TN Property Map No. 75, located on State Route 16 (Rowe Gap Road). King read the Staff Report and the returned adjoining property owner notices. Dave Van Buskirk polled the board members for questions or comments. A discussion was held on easements and why the lots are divided as they are and the purpose behind such. There were no further questions or comments from the board. Van Buskirk asked if the audience had any questions or comments. An unidentified man posed a question about drainage issues on this parcel, with no drainage issues being present the discussion moved on. With no additional members of the audience having questions or comments, Van Buskirk called for a motion. Michael Rudder made a motion to approve the Preliminary/Final Plat for Flat Bottom Acres Phase I Subdivision based upon the Staff Report and discussions, subject to the following thirteen (13) conditions:

1. Remove the Name of Division Highway 16 Partners/Rowe Gap Road #3 (as this is not a Minor Division of Property).
2. Note the date the property was surveyed.
3. All monuments be set before signature blocks are signed on the plat.
4. Install a fire hydrant if there is adequate flow and pressure to serve the development. If not, provide a letter from the utility company stating such.
5. Reference by note, all lots that are to take access from the ingress/egress/utility easement located on Lot 1.
6. Add the easement note stating: The ingress/egress easement(s) driveway shown hereon is a private driveway and is not intended to become a Franklin County road and therefore shall not be maintained by the Franklin County Highway Department.
7. Remove note #5 from the plat.
8. Soil suitability tests to be done and proposed sewage systems to be approved by the County Environmentalist. If the subdivision is located on property that requires an interceptor or curtain drain, the size and outflow shall be designed by a Professional Engineer. In addition, if curtain drains are proposed for any lot in the subdivision, then a subdivision-wide drainage plan must be submitted and approved by the Planning Commission.
9. A Certificate of Approval for Subsurface Sewage Disposal be added to the plat and signed with restrictions, if any.
10. Certificate of Approval of Water Systems be signed.
11. Certificate of Ownership and Dedication be signed.

- 12. Certificate of Approval for Subdivision and Road Name(s) be signed.
- 13. Certificate of Approval of Roads be signed.

Greg Houston seconded the motion. All aye.

Janet Petrunich introduced Case No. 27-22; Preliminary/Final Subdivision Plat Review; Applicant: Joe Denby, Agent for Highway 16 Partners, Property Owner. Location – 1st Civil District; Parcel 35.17, Franklin County, TN Property Map No. 75, located on State Route 16 (Rowe Gap Road). Petrunich read the Staff Report and the returned adjoining property owner notices. Dave Van Buskirk polled the board members for questions or comments. A brief discussion was held on the nearest flood zone. There were no additional questions or comments from the board. Van Buskirk asked if the audience had any questions or comments. With no members of the audience having questions or comments, Van Buskirk called for a motion. Michael Rudder made a motion to approve the Preliminary/Final Plat for Flat Bottom Acres Phase II Subdivision based upon the Staff Report and discussions, subject to the following fourteen (14) conditions:

- 1. Remove the Name of Division Highway 16 Partners/Rowe Gap Road #4 (as this is not a Minor Division of Property).
- 2. Note the date the property was surveyed.
- 3. All monuments be set before signature blocks are signed on the plat.
- 4. Install a fire hydrant if there is adequate flow and pressure to serve the development. If not, provide a letter from the utility company stating such.
- 5. Relocate utility pole located at road entrance of ingress/egress/utility easement on Lot 1.
- 6. Reference all lots that are to take access from the ingress/egress/utility easement located on Lot 1.
- 7. Add the easement note stating: The ingress/egress easement(s) driveway shown hereon is a private driveway and is not intended to become a Franklin County road and therefore shall not be maintained by the Franklin County Highway Department.
- 8. Remove note #5 from the plat.
- 9. Soil suitability tests to be done and proposed sewage systems to be approved by the County Environmentalist. If the subdivision is located on property that requires an interceptor or curtain drain, the size and outflow shall be designed by a Professional Engineer. In addition, if curtain drains are proposed for any lot in the subdivision, then a subdivision-wide drainage plan must be submitted and approved by the Planning Commission.
- 10. Certificate of Approval for Subsurface Sewage Disposal be added to the plat and signed with restrictions, if any.
- 11. Certificate of Approval of Water Systems be signed.
- 12. Certificate of Ownership and Dedication be signed.
- 13. Certificate of Approval for Subdivision and Road Name(s) be signed.
- 14. Certificate of Approval of Roads be signed.

Greg Houston seconded the motion. All aye.

Jessica King introduced Case No. 28-22; Preliminary/Final Subdivision Plat Review; Applicant: Joe Denby, Agent for Highway 16 Partners, Property Owner. Location – 1st Civil District; Parcel 7.13, Franklin County, TN Property Map No. 86, located on State Route 16 (Rowe Gap Road). King read the Staff Report and the returned adjoining property owner notices. Dave Van Buskirk polled the board members for questions or comments. There were no questions or comments from the board. Van Buskirk asked if the audience had any questions or comments. With no members of the audience having questions or comments, Van Buskirk called for a motion. Greg Houston made a motion to approve the Preliminary/Final Plat for Aly Acres Phase I Subdivision based upon the Staff Report and discussions, subject to the following thirteen (13) conditions:

1. Remove the Name of Division Highway 16 Partners/Rowe Gap Road #1(as this is not a Minor Division of Property).
2. Note the date the property was surveyed.
3. All monuments be set before signature blocks are signed on the plat.
4. Install a fire hydrant if there is adequate flow and pressure to serve the development. If not, provide a letter from the utility company stating such.
5. Reference all lots that are to take access from the ingress/egress/utility easement located on Lot 1.
6. Add the easement note stating: The ingress/egress easement(s) driveway shown hereon is a private driveway and is not intended to become a Franklin County road and therefore shall not be maintained by the Franklin County Highway Department.
7. Remove note #5 from the plat.
8. Soil suitability tests to be done and proposed sewage systems to be approved by the County Environmentalist. If the subdivision is located on property that requires an interceptor or curtain drain, the size and outflow shall be designed by a Professional Engineer. In addition, if curtain drains are proposed for any lot in the subdivision, then a subdivision-wide drainage plan must be submitted and approved by the Planning Commission.
9. A Certificate of Approval for Subsurface Sewage Disposal be added to the plat and signed with restrictions, if any.
10. Certificate of Approval of Water Systems be signed.
11. Certificate of Ownership and Dedication be signed.
12. Certificate of Approval for Subdivision and Road Name(s) be signed.
13. Certificate of Approval of Roads be signed.

Michael Rudder seconded the motion. All aye.

Janet Petrunich introduced Case No. 29-22; Preliminary/Final Subdivision Plat Review; Applicant: Joe Denby, Agent for Highway 16 Partners, Property Owner. Location – 1st Civil District; Parcel 7.03, Franklin County, TN Property Map No. 86, located on State Route 16 (Rowe Gap Road). Petrunich read the Staff Report and the

returned adjoining property owner notices. Dave Van Buskirk polled the board members for questions or comments. A brief discussion was held on fire hydrants. There were no other questions or comments from the board. Van Buskirk asked if the audience had any questions or comments. With no members of the audience having questions or comments, Van Buskirk called for a motion. Greg Houston made a motion to approve the Preliminary/Final Plat for Aly Acres Phase II Subdivision based upon the Staff Report and discussions, subject to the following thirteen (13) conditions:

1. Remove the Name of Division Highway 16 Partners/Rowe Gap Road #2 (as this is not a Minor Division of Property).
 2. Note the date the property was surveyed.
 3. All monuments be set before signature blocks are signed on the plat.
 4. Install a fire hydrant if there is adequate flow and pressure to serve the development. If not, provide a letter from the utility company stating such.
 5. Reference all lots that are to take access from the ingress/egress/utility easement located on Lot 1.
 6. Add the easement note stating: The ingress/egress easement(s) driveway shown hereon is a private driveway and is not intended to become a Franklin County road and therefore shall not be maintained by the Franklin County Highway Department.
 7. Remove note #5 from the plat.
 8. Soil suitability tests to be done and proposed sewage systems to be approved by the County Environmentalist. If the subdivision is located on property that requires an interceptor or curtain drain, the size and outflow shall be designed by a Professional Engineer. In addition, if curtain drains are proposed for any lot in the subdivision, then a subdivision-wide drainage plan must be submitted and approved by the Planning Commission.
 9. A Certificate of Approval for Subsurface Sewage Disposal be added to the plat and signed with restrictions, if any.
 10. Certificate of Approval of Water Systems be signed.
 11. Certificate of Ownership and Dedication be signed.
 12. Certificate of Approval for Subdivision and Road Name(s) be signed.
 13. Certificate of Approval of Roads be signed.
- Jeremy Price seconded the motion. All aye.

Janet Petrunich introduced Case No. 30-22; Rezoning; Applicant: Jarad Shetters, Agent for Jared Hill, Property Owner. Location – 9th Civil District; Parcel 10.01, Franklin County, TN Property Map No. 37, located on Oak Grove Road and David Crockett Parkway. Petrunich read the Staff Report and the returned adjoining property owner notices. Dave Van Buskirk polled the board members for questions or comments. There were no questions or comments from the board members. Van Buskirk asked if the audience had any questions or comments. With no one having questions or comments, Dave Van Buskirk called for a motion. Jeremy Price made a motion to recommend for the requested rezoning from R-2, General Residential and A, Agricultural to C, Commercial. Helen Tinnerman seconded the motion. All aye

Janet Petrunich introduced proposed amendments to the Zoning Resolution based on the newly enacted fee schedule:

Article XIII, Section 4:

Currently:

4. Penalties.

Any person violating any provision of this resolution shall be guilty of a misdemeanor and upon conviction shall be fined not less than two dollars (\$2.00) nor more than fifty dollars (\$50.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense; payment of fine shall not constitute compliance.

All fees are doubled if construction has started before obtaining a zoning compliance/building permit. Regular fees are paid if an application is filed within ten (10) days of notification. After start of construction, variances shall have an application fee of five-hundred (\$500.00) dollars.

Change to:

4. Penalties.

Any person violating any provision of this resolution shall be guilty of a misdemeanor and upon conviction shall be fined not less than two dollars (\$2.00) nor more than fifty dollars (\$50.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense; payment of fine shall not constitute compliance.

All fees are doubled if construction has started before obtaining a zoning compliance/building permit. Regular fees are paid if an application is filed within ten (10) days of notification, for first time offenders only. After start of construction, variances shall have an application fee of one-thousand (\$1000.00) dollars.

Article XIII, Section 6:

Currently:6. Refunds.

An applicant may receive refunds, if requested, upon review of and approval by an agreement of:

1. The Franklin County Executive and The Chairman of the Franklin County Board of Zoning Appeals.

OR

2. The Franklin County Executive and the Chairman of the Franklin County Regional Planning Commission.

Change to:6. Refunds.

All fees are non-refundable.

Article XV, Section 1:

Currently:1. Introduction of Amendments.

The county court may amend the regulations, restrictions, boundaries, or any provision of this resolution. Any member of the county court may introduce such amendment, or any official, board, or any other person may present a petition to the county court requesting an amendment or amendments to this resolution without payment of a fee except as described in Paragraph 4 of this article.

Change to:1. Introduction of Amendments.

The county court may amend the regulations, restrictions, boundaries, or any provision of this resolution. Any member of the county court may introduce such amendment, or any official, board, or any other person may present a petition to the county court requesting an amendment or amendments to this resolution.

Michael Rudder made a motion to recommend the proposed amendments to the Zoning Resolution as written to the County Commission. David James seconded. All aye.

There was no Old Business discussed.

The meeting adjourned at 8:25 PM by Chairman Dave Van Buskirk.

MINUTES REVIEWED AND APPROVED

DATE

Respectfully submitted,

Dave Van Buskirk, Chairman
Jeremy Price, Vice Chairman

Monica Baxter Jeffers, Secretary

FUND CATEGORY	PROPOSED FY 21/22	AMENDED FY 21/22	COLLECTED SEPT	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENT REALIZED
GENERAL FUND (101)						
Local Taxes (40000)	\$ 13,834,945		\$ 114,356	\$ 210,633	\$ 13,624,312	1.52%
Licenses & Permits (41000)	148,600		2,825	18,777	129,823	12.64%
Fines, Forfeitures & Penalties (42000)	211,070		21,427	36,050	175,020	17.08%
Charges for Current Services (43000)	453,605		45,362	78,385	375,220	17.28%
Other Local Revenue (44000)	146,900	1,315	14,139	63,629	84,586	42.93%
Fees from Officials (45000)	2,307,000		145,056	318,083	1,988,917	13.79%
State of Tennessee (46000)	2,816,239	278,187	78,340	174,679	2,919,747	5.64%
Federal Government (47000)	4,897,007	456,636	9,581	57,462	5,296,181	1.07%
Other Governments & Citizens (48000)	177,000	500	1,008	2,608	174,892	1.47%
Other Sources (49000)	10,606	60,000	7,510	9,750	60,856	13.81%
Total County General	\$ 25,002,972	\$ 796,638	\$ 439,604	\$ 970,056	\$ 24,829,554	3.76%
COURTHOUSE/JAIL MAINT. (112)						
Local Taxes (40000)	\$ 140,000		\$ 11,184	\$ 19,892	\$ 120,108	14.21%
Total Courthouse/Jail Maintenance	\$ 140,000	\$ -	\$ 11,184	\$ 19,892	\$ 120,108	14.21%
LIBRARY (115)						
Local Taxes (40000)	\$ 427,538		\$ 2,099	3,864	\$ 423,674	0.90%
Licenses & Permits (41000)	2,110		-	526	1,584	24.94%
Charges for Current Services (43000)	7,900		670	1,272	6,628	16.11%
Other Local Revenue (44000)	1,545		226	353	1,192	22.85%
Federal Government (47000)	1,600		-	-	1,600	0.00%
Other Governments & Citizens (48000)	29,500	909	2,477	9,137	21,273	30.05%
Total Library	\$ 470,193	\$ 909	\$ 5,472	\$ 15,152	\$ 455,950	3.22%
SOLID WASTE (116)						
Local Taxes (40000)	\$ 1,866,245		\$ 1,948	\$ 7,712	\$ 1,858,533	0.41%
Licenses & Permits (41000)	13,500		-	3,369	10,131	24.96%
Charges for Current Services (43000)	177,000		9,544	25,161	151,839	14.22%
Other Local Revenue (44000)	661,500		44,150	94,426	567,074	14.27%
State of Tennessee (46000)	25,000		-	6,221	18,779	24.88%
Other Sources (49000)	-		-	1,450	(1,450)	
Total Solid Waste	\$ 2,743,245	\$ -	\$ 55,642	\$ 138,339	\$ 2,604,906	5.04%
Local Purpose (Rural Fire 120)						
Local Taxes (40000)	\$ 1,035,134		\$ 76,479	\$ 155,661	\$ 879,473	15.04%
Licenses & Permits (41000)	24,125		6,110	21,025	3,100	87.15%
Other Sources (49000)	-		-	-	-	
Total Local Purpose	\$ 1,059,259	\$ -	\$ 82,589	\$ 176,685	\$ 882,573	16.68%
Drug Control Fund (122)						
Fines, Forfeitures & Penalties (42000)	\$ 27,475		\$ 760	\$ 3,401	\$ 24,074	12.38%
Other General Service Charges (43000)	2,500		-	-	2,500	0.00%
Other Local Revenue (44000)	20,100		-	-	20,100	0.00%
Federal Revenue (47000)	5,000		-	2,070	2,930	41.40%
Other Governments & Citizens (48000)	500		-	-	500	0.00%
Other Sources (Non-Revenue) (49000)	-	-	-	-	-	
Total Drug Control	\$ 55,575	\$ -	\$ 760	\$ 5,471	\$ 50,104	9.84%
HIGHWAY (131)						
Local Taxes (40000)	\$ 766,290		\$ 3,465	\$ 6,380	\$ 759,910	0.83%
Licenses & Permits (41000)	3,540		-	873	2,667	24.67%
Charges for Current Services (43000)	15,080		-	-	15,080	0.00%
Other Local Revenue (44000)	16,380		24	48	16,332	0.29%
State of Tennessee (46000)	3,349,457		245,358	490,361	2,859,096	14.64%
Other Sources (49000)	-		-	-	-	
Total Highway	\$ 4,150,747	\$ -	\$ 248,847	\$ 497,662	\$ 3,653,085	11.99%

FUND CATEGORY	PROPOSED FY 21/22	AMENDED FY 21/22	COLLECTED SEPT	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENT REALIZED
School General Fund (141)						
Local Taxes (40000)	\$ 18,889,088		\$ 714,690	\$ 1,426,746	\$ 17,462,342	7.55%
Licenses & Permits (41000)	62,160		266	15,001	47,159	24.13%
Charges for Current Services (43000)	220,000		21,051	30,285	189,715	13.77%
Other Local Revenue (44000)	102,089		10,136	58,565	43,524	57.37%
State of Tennessee (46000)	29,327,548		2,805,382	5,607,594	23,719,954	19.12%
Federal Government (47000)	168,356		11,479	17,115	151,241	10.17%
Other Sources (49000)	-		-	-	-	-
Total School General Fund	\$ 48,769,241	\$ -	\$ 3,563,005	\$ 7,155,307	\$ 41,613,935	14.67%
Federal Projects Fund (142)						
Other Local Revenue (44000)	\$ -		\$ -	\$ -	\$ -	-
Federal Government (47000)	1,892,105		38,349	38,349	1,853,756	2.03%
Other Sources (49000)	-		-	-	-	-
Total School Federal Projects Fund	\$ 1,892,105	\$ -	\$ 38,349	\$ 38,349	\$ 1,853,756	2.03%
Centralized Cafeteria Fund (143)						
Charges for Current Services (43000)	\$ 845,000		\$ 64,611	\$ 64,611	\$ 780,389	7.65%
Other Local Revenue (44000)	27,000		3,065	8,001	18,999	29.63%
State of Tennessee (46000)	73,119		-	-	73,119	0.00%
Federal Government (47000)	2,971,010		265,295	273,763	2,697,247	9.21%
Other Sources (48000)	-		-	-	-	-
Total Centralized Cafeteria	\$ 3,916,129	\$ -	\$ 332,971	\$ 346,375	\$ 3,569,754	8.84%
General Debt Service (151)						
Local Taxes (40000)	\$ 5,830,851		\$ 188,776	\$ 367,147	\$ 5,463,704	6.30%
Licenses & Permits (41000)	14,275		-	3,553	10,722	24.89%
Other Local Revenue (44000)	260,000		20,123	41,359	218,641	15.91%
Other Sources (49000)	135,000		-	-	135,000	0.00%
Total General Debt Service	\$ 6,240,126	\$ -	\$ 208,899	\$ 412,059	\$ 5,828,067	6.60%
School Capital Projects Fund (177)						
Other Local Revenue (44000)	\$ -	\$ 2,681	\$ 1,507	\$ 2,681	\$ -	100.00%
Other Sources (49000)	-	-	-	-	-	-
Total School Capital Projects	\$ -	\$ 2,681	\$ 1,507	\$ 2,681	\$ -	100.00%
Capital Projects Fund (178)						
Other Local Revenue (44000)	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other Sources (49000)	-	-	-	-	-	-
Total Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	-

FUND CATEGORY	ORIGINAL BG FY 22/23	AMENDED FY 22/23	EXPENDED SEPT	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
GENERAL FUND (101)							
County Commission (51100)	\$ 340,583	\$ 20,483	\$ 8,743	\$ 35,148	\$ 73,494	\$ 252,423	9.73%
Beer Board (51220)	1,125		-	148	500	477	13.18%
County Mayor (51300)	209,112		21,424	53,179	2,962	152,972	25.43%
County Attorney (51400)	10,800		900	2,700	-	8,100	25.00%
Election Commission (51500)	293,822		18,266	91,002	22,147	180,673	30.97%
Register of Deeds (51600)	388,222	6,068	42,646	89,598	33,846	270,846	22.72%
Planning & Zoning (51720)	216,563		17,751	40,217	4,253	172,094	18.57%
County Buildings (51800)	1,560,731		142,079	331,621	167,936	1,061,174	21.25%
Other General Admin - IT (51900)	178,365		12,865	55,251	113,677	9,437	30.98%
Property Assessor (52300)	690,448		51,232	131,503	97,851	461,094	19.05%
County Trustee (52400)	360,801		33,632	94,798	9,897	256,106	26.27%
County Clerk (52500)	642,087		56,579	143,732	5,431	492,924	22.39%
Finance Dept. (52900)	785,267		74,559	202,514	14,220	568,533	25.79%
Circuit Court (53100)	1,060,553		104,929	272,313	17,484	770,755	25.68%
General Sessions (53300)	335,996		30,518	75,395	1,967	258,635	22.44%
Drug Court (53330)	108,353		4,088	11,786	-	96,567	10.88%
Chancery Court (53400)	254,756		22,440	71,391	9,938	173,426	28.02%
Juvenile Court (53500)	144,387		17,378	33,733	1,182	109,472	23.36%
Judicial Commissioners (53700)	267,223		21,890	53,444	450	213,329	20.00%
Other Admin of Justice (53900)	539,450	172,355	24,730	60,217	206,365	445,223	8.46%
Probation Service (53910)	167,789		18,161	37,284	2,500	128,005	22.22%
Sheriff's Dept. (54110)	4,562,915	(2,147)	470,690	963,075	138,251	3,459,442	21.12%
Admin. Of Sexual Offender (54160)	21,925		1,937	3,776	1,000	17,149	17.22%
Jail (54210)	3,163,736	3,582	329,960	665,417	457,896	2,044,005	21.01%
Reentry Program (54230) Grants	390,531	9,118	26,256	61,676	3,973	334,000	15.43%
Juvenile Service (54240)	42,500		773	1,748	26,753	14,000	4.11%
Civil Defense (54410)	174,466		17,728	43,609	7,238	123,618	25.00%
Rescue Squad (54420)	41,000	10,655	354	576	3,748	47,330	1.12%
Consolidated Communications(54490)	891,735		98,145	199,855	14,197	677,683	22.41%
County Coroner (54610)	57,500		3,600	3,600	17,900	36,000	6.26%
Other Public Safety (54710) Grants	33,979	12,112	32	749	-	45,342	1.63%
Other Public Safety (54900)	50,000		-	500	-	49,500	1.00%
Local Health Center (55110)	35,745	6,007	6,596	16,896	3,910	20,946	40.47%
Rabies & Animal Ctrl. (55120)	285,412		17,995	78,162	45,377	161,873	27.39%
Other Local Health Serv (55190) Grant	199,796	(54,736)	7,365	16,372	6,967	121,720	11.29%
Appropriation to State (55390)	30,646		-	-	30,646	-	0.00%
General Welfare Assist.(55510)	17,775		-	-	17,775	-	0.00%
Litter Control (55731) (25% Grant)	116,677		13,338	26,311	3,880	86,487	22.55%
Other Waste Collections (55739) (100%)	52,202		5,758	11,556	300	40,347	22.14%
Senior Citizens Assistance (56300)	37,500		286	11,959	25,541	-	31.89%
Parks & Fair Board (56700)	53,639		6,393	13,298	1,661	38,680	24.79%
Agriculture Extension Serv.(57100)	139,500		50	1,933	3,616	133,950	1.39%
Soil Conservation (57500)	102,284		10,728	21,152	-	81,132	20.68%
Industrial Development (58120)	86,459		5,044	9,463	4,411	72,584	10.95%
Other Econ & Comm. Dev. (58190)	151,330	250,000	-	-	151,330	250,000	0.00%
Airport (58220)	31,000		-	-	-	31,000	0.00%
Veteran's Services (58300)	97,868	357	13,504	24,528	2,763	70,935	24.97%
Other Charges (58400)	1,002,725		4,614	501,451	2,119	499,154	50.01%
COVID-19 Grant #7 (58807)	-	147,170	13,175	13,175	68,000	65,995	8.95%
Capital Projects (91000)	250,000	69,258	3,066	35,188	30,110	253,961	11.02%
Hwy & Street Capital Proj (91200)	153,000	60,000	141,914	141,914	50,175	20,911	66.63%
Total County General	\$ 20,830,277	\$ 710,282	\$ 1,924,114	\$ 4,754,911	\$ 1,905,640	\$ 14,880,008	22.07%
COURTHOUSE/JAIL MAINT. (112)							
Other Charges (58400)	\$ 1,450		\$ 112	\$ 304	\$ -	\$ 1,146	20.96%
Transfers Out (99100)	135,000	-	-	-	-	135,000	0.00%
Total Courthouse/Jail Maintenance	\$ 136,450	\$ -	\$ 112	\$ 304	\$ -	\$ 136,146	0.22%

327

FUND CATEGORY	ORIGINAL BG FY 22/23	AMENDED FY 22/23	EXPENDED SEPT	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
LIBRARY (115)							
Libraries (56500)	\$ 411,363	\$ 11,100	\$ 40,164	\$ 87,806	\$ 57,303	\$ 277,354	20.78%
Other Charges (58400)	43,995	-	4,542	16,427	1,839	25,729	37.34%
Operating Transfer (99110)	3,000	-	-	-	-	3,000	0.00%
Total Library	\$ 458,358	\$ 11,100	\$ 44,706	\$ 104,233	\$ 59,142	\$ 306,083	22.20%
SOLID WASTE (116)							
Sanitation Educ./Info. (55720)	\$ 3,200	\$ -	\$ -	\$ -	\$ 3,200	\$ -	0.00%
Convenience Centers (55732)	399,887	-	32,760	65,541	7,158	327,188	16.39%
Transfer Station (55733)	2,600,923	-	70,330	292,247	811,998	1,496,678	11.24%
Post closure Care Costs (55770)	10,000	-	5,006	5,006	9,285	(4,291)	50.06%
Other Charges (58400)	113,323	-	192	64,618	199	48,506	57.02%
Operating Transfers (99100)	3,803	-	-	-	-	3,803	0.00%
Total Solid Waste	\$ 3,131,136	\$ -	\$ 108,288	\$ 427,412	\$ 831,840	\$ 1,871,884	13.65%
Local Purpose (Rural Fire 120)							
Fire Prevention & Control (54310)	\$ 716,500	\$ -	138	837	\$ 618,566	97,097	0.12%
Other Charges (58400)	15,000	-	829	1,724	-	13,276	11.49%
Total Local Purpose	\$ 731,500	\$ -	\$ 967	\$ 2,560	\$ 618,566	\$ 110,373	0.35%
Drug Control Fund (122)							
Drug Enforcement (54150)	\$ 71,500	-	\$ 8,198	\$ 12,636	\$ 23,172	\$ 35,692	17.67%
Other Charges (58400)	825	-	8	42	-	783	5.11%
Total Drug Control	\$ 72,325	\$ -	\$ 8,205	\$ 12,678	\$ 23,172	\$ 36,475	17.53%
HIGHWAY (131)							
Administration (61000)	\$ 388,168	\$ -	\$ 29,461	\$ 91,756	\$ 8,838	\$ 287,575	23.64%
Highway Maintenance (62000)	1,165,839	-	92,876	205,463	1,616	958,759	17.62%
Operations & Maintenance (63100)	338,851	-	28,774	54,685	70,768	213,397	16.14%
Quarry Operations (63400)	382,500	-	23,768	57,577	19,986	304,937	15.05%
Other Charges (65000)	292,104	-	7,307	132,143	6,734	153,227	45.24%
Capital Outlay (68000)	1,717,500	426,638	18,041	18,041	7,500	2,118,596	0.84%
Highways & Streets (82120)	30,000	-	-	-	-	30,000	0.00%
Highways & Streets (82220)	4,196	-	-	-	-	4,196	0.00%
Transfers Out (99100)	3,803	60,000	-	-	-	63,803	0.00%
Total Highway	\$ 4,322,960	\$ 486,638	\$ 200,227	\$ 559,664	\$ 115,443	\$ 4,134,491	11.64%
School General Fund (141)							
Instruction							
Regular Instruction (71100)	\$ 22,308,882	-	\$ 1,671,985	\$ 1,927,364	\$ 619,222	\$ 19,762,296	8.64%
Alternative School (71150)	222,253	-	18,077	18,295	1,625	202,334	8.23%
Special Education Program (71200)	4,018,622	-	277,471	279,545	46,973	3,692,103	6.96%
Vocational Education Program (71300)	1,652,377	-	140,436	147,334	6,086	1,498,958	8.92%
Student Body Education Prog (71400)	588,938	-	26,260	39,735	78,105	471,098	6.75%
Support							
Attendance (72110)	\$ 258,781	-	\$ 32,456	\$ 39,196	\$ 15,619	\$ 203,965	15.15%
Health Services (72120)	640,423	-	46,047	53,035	5,895	581,492	8.28%
Other Support Services (72130)	1,240,971	-	103,268	116,308	27,151	1,097,512	9.37%
Regular Instruction (72210)	1,431,876	-	113,531	154,314	8,351	1,269,211	10.78%
Special Educ Program (72220)	721,844	-	51,117	81,290	158,604	481,949	11.26%
Vocational Educ Prog (72230)	142,775	-	13,093	19,218	3,413	120,145	13.46%
Education Technology (72250)	1,330,786	-	106,237	285,152	670,094	375,540	21.43%
Other Programs (72290) OPEB	210,000	-	-	-	-	210,000	0.00%
Board of Education (72310)	1,227,120	-	23,139	557,977	67,537	601,606	45.47%
Director of Schools (72320)	384,826	-	30,846	84,896	20,803	279,126	22.06%
Office of Principals (72410)	2,693,045	-	217,200	279,952	10,124	2,402,970	10.40%
Fiscal Services (72510)	11,561	-	-	-	-	11,561	0.00%
Human Resources (72520)	275,031	-	25,387	75,767	9,188	190,076	27.55%
Operation of Plant (72610)	3,749,212	-	356,993	955,311	174,298	2,619,604	25.48%
Maintenance of Plant (72620)	1,404,035	-	136,152	265,000	348,699	790,336	18.87%
Transportation (72710)	2,987,393	-	237,440	468,835	1,853,239	665,320	15.69%
Central & Other (72810)	133,397	-	10,082	10,082	-	123,315	7.56%

FUND CATEGORY	ORIGINAL BG FY 22/23	AMENDED FY 22/23	EXPENDED SEPT	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
Non-Instructional							
Community Services (73300)	\$ 536,036		\$ 73,768	\$ 148,443	\$ 247,083	\$ 140,509	27.69%
Early Childhood Education (73400)	1,153,769		86,985	86,985	472	1,066,312	7.54%
Capital Outlay & Debt Service							
Capital Outlay (76100)	500,000		620	620	35,302	464,078	0.12%
Total School General Fund	\$ 49,823,953	\$ -	\$ 3,798,589	\$ 6,094,654	\$ 4,407,883	\$ 39,321,415	12.23%
School Federal Projects Fund (142)							
Regular Instruction (71100)	\$ 6,210		\$ 250,672	\$ 292,999	\$ 13,900	\$ (300,688)	4717.95%
Special Education Program (71200)	833,368		96,744	119,950	94,724	618,694	14.39%
Vocational Education Program (71300)	45,000		71,827	71,827	-	(26,827)	159.61%
Health Services (72120)	-		2,933	58,824	1,124	(59,948)	
Other Support Services (72130)	34,999		109,449	116,507	2,828	(84,336)	332.89%
Regular Instruction (72210)	378,963		46,307	73,480	146,957	158,526	19.39%
Special Educ Program (72220)	337,648		27,708	42,735	29,412	265,501	12.66%
Vocational Educ Prog (72230)	-		1,252	1,252	626	(1,878)	
Operation of Plant (72610)	-		-	1,399	38,589	(39,987)	
Maintenance of Plant (72620)	-		7,351	48,479	-	(48,479)	
Transportation (72710)	255,916		15,767	15,767	-	240,148	6.16%
Capital Outlay (76100)	-		14,845	15,802	9,965	(25,767)	
Total Federal Projects Fund	\$ 1,892,105	\$ -	\$ 644,853	\$ 859,020	\$ 338,125	\$ 694,959	45.40%
Centralized Cafeteria Fund (143)							
Food Service (73100)	\$ 3,916,129		319,509	\$ 565,229	\$ 1,529,066	\$ 1,821,834	14.43%
Total Centralized Cafeteria	\$ 3,916,129	\$ -	\$ 319,509	\$ 565,229	\$ 1,529,066	\$ 1,821,834	14.43%
General Debt Service (151)							
General Government Debt Service	\$ 5,558,678		\$ 2,208	\$ 6,898	\$ 1,550	\$ 5,550,230	0.12%
Total General Debt Service	\$ 5,558,678	\$ -	\$ 2,208	\$ 6,898	\$ 1,550	\$ 5,550,230	0.12%
School Capital Projects Fund (177)							
Education Capital Proj (91300)	\$ 717,962	\$ -	\$ 74,077	\$ 167,294	\$ 238,517	\$ 312,151	23.30%
Total School Capital Projects	\$ 717,962	\$ -	\$ 74,077	\$ 167,294	\$ 238,517	\$ 312,151	23.30%
Other Capital Projects Fund (178)							
Highway & Street Capital Proj (91200)	\$ 8,610	\$ -	\$ -	\$ -	\$ -	\$ 8,610	0.00%
Total Other Capital Projects	\$ 8,610	\$ -	\$ -	\$ -	\$ -	\$ 8,610	0.00%

FUND CATEGORY	PROPOSED FY 21/22	AMENDED FY 21/22	COLLECTED OCTOBER	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENT REALIZED
GENERAL FUND (101)						
Local Taxes (40000)	\$ 13,834,945		\$ 183,682	\$ 394,316	\$ 13,440,629	2.85%
Licenses & Permits (41000)	148,600		15,174	33,952	114,648	22.85%
Fines, Forfeitures & Penalties (42000)	211,070		14,738	50,787	160,283	24.06%
Charges for Current Services (43000)	453,605	44,283	79,258	157,643	340,245	31.66%
Other Local Revenue (44000)	146,900	42,342	5,947	69,576	119,666	36.77%
Fees from Officials (45000)	2,307,000		129,768	447,851	1,859,149	19.41%
State of Tennessee (46000)	2,816,239	303,396	78,926	253,604	2,866,031	8.13%
Federal Government (47000)	4,897,007	505,636	4,294,079	4,351,541	1,051,102	80.54%
Other Governments & Citizens (48000)	177,000	1,900	8	2,617	176,283	1.46%
Other Sources (49000)	10,606	60,000	-	9,750	60,856	13.81%
Total County General	\$ 25,002,972	\$ 957,556	\$ 4,801,580	\$ 5,771,637	\$ 20,188,892	22.23%
COURTHOUSE/JAIL MAINT. (112)						
Local Taxes (40000)	\$ 140,000		\$ 11,074	\$ 30,966	\$ 109,034	22.12%
Total Courthouse/Jail Maintenance	\$ 140,000	\$ -	\$ 11,074	\$ 30,966	\$ 109,034	22.12%
LIBRARY (115)						
Local Taxes (40000)	\$ 427,538		\$ 4,711	8,574	\$ 418,963	2.01%
Licenses & Permits (41000)	2,110		35	561	1,549	26.59%
Charges for Current Services (43000)	7,900		842	2,115	5,786	26.77%
Other Local Revenue (44000)	1,545		149	502	1,043	32.52%
Federal Government (47000)	1,600		-	-	1,600	0.00%
Other Governments & Citizens (48000)	29,500	909	2,960	12,096	18,313	39.78%
Total Library	\$ 470,193	\$ 909	\$ 8,697	\$ 23,849	\$ 447,253	5.06%
SOLID WASTE (116)						
Local Taxes (40000)	\$ 1,866,245		\$ 18,653	\$ 26,365	\$ 1,839,880	1.41%
Licenses & Permits (41000)	13,500		222	3,592	9,908	26.61%
Charges for Current Services (43000)	177,000		13,537	38,697	138,303	21.86%
Other Local Revenue (44000)	661,500	23,934	(16,494)	77,932	607,502	11.37%
State of Tennessee (46000)	25,000		-	6,221	18,779	24.88%
Other Sources (49000)	-	1,450	10	1,460	(10)	100.69%
Total Solid Waste	\$ 2,743,245	\$ 25,384	\$ 15,928	\$ 154,267	\$ 2,614,362	5.57%
Local Purpose (Rural Fire 120)						
Local Taxes (40000)	\$ 1,035,134		\$ 67,371	\$ 223,031	\$ 812,102	21.55%
Licenses & Permits (41000)	24,125		68	21,093	3,032	87.43%
Other Sources (49000)	-		-	-	-	
Total Local Purpose	\$ 1,059,259	\$ -	\$ 67,439	\$ 244,124	\$ 815,134	23.05%
Drug Control Fund (122)						
Fines, Forfeitures & Penalties (42000)	\$ 27,475		\$ 2,277	\$ 5,678	\$ 21,797	20.67%
Other General Service Charges (43000)	2,500		-	-	2,500	0.00%
Other Local Revenue (44000)	20,100		-	-	20,100	0.00%
Federal Revenue (47000)	5,000		-	2,070	2,930	41.40%
Other Governments & Citizens (48000)	500		-	-	500	0.00%
Other Sources (Non-Revenue) (49000)	-	-	-	-	-	
Total Drug Control	\$ 55,575	\$ -	\$ 2,277	\$ 7,748	\$ 47,827	13.94%
HIGHWAY (131)						
Local Taxes (40000)	\$ 766,290		\$ 29,255	\$ 35,635	\$ 730,655	4.65%
Licenses & Permits (41000)	3,540		58	931	2,609	26.30%
Charges for Current Services (43000)	15,080		1,449	1,449	13,631	9.61%
Other Local Revenue (44000)	16,380		46	94	16,286	0.58%
State of Tennessee (46000)	3,349,457		238,819	729,180	2,620,277	21.77%
Other Sources (49000)	-		-	-	-	
Total Highway	\$ 4,150,747	\$ -	\$ 269,627	\$ 767,289	\$ 3,383,458	18.49%

FUND CATEGORY	PROPOSED FY 21/22	AMENDED FY 21/22	COLLECTED OCTOBER	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENT REALIZED
School General Fund (141)						
Local Taxes (40000)	\$ 18,889,088		\$ 731,198	\$ 2,157,944	\$ 16,731,144	11.42%
Licenses & Permits (41000)	62,160	1,700	1,334	16,335	47,525	25.58%
Charges for Current Services (43000)	220,000		25,090	55,376	164,624	25.17%
Other Local Revenue (44000)	102,089	47,978	9,967	68,532	81,536	45.67%
State of Tennessee (46000)	29,327,548	126,034	3,537,415	9,145,009	20,308,573	31.05%
Federal Government (47000)	168,356	128,868	13,764	30,879	266,345	10.39%
Other Sources (49000)	-		-	-	-	
Total School General Fund	\$ 48,769,241	\$ 304,580	\$ 4,318,768	\$ 11,474,075	\$ 37,599,747	23.38%
Federal Projects Fund (142)						
Other Local Revenue (44000)	\$ -		\$ -	\$ -	\$ -	
Federal Government (47000)	1,892,105	13,011,689	713,343	751,692	14,152,102	5.04%
Other Sources (49000)	-		-	-	-	
Total School Federal Projects Fund	\$ 1,892,105	\$ 13,011,689	\$ 713,343	\$ 751,692	\$ 14,152,102	5.04%
Centralized Cafeteria Fund (143)						
Charges for Current Services (43000)	\$ 845,000		\$ 65,597	\$ 130,208	\$ 714,792	15.41%
Other Local Revenue (44000)	27,000		3,287	11,289	15,711	41.81%
State of Tennessee (46000)	73,119		-	-	73,119	0.00%
Federal Government (47000)	2,971,010		318,896	592,659	2,378,351	19.95%
Other Sources (48000)	-		-	-	-	
Total Centralized Cafeteria	\$ 3,916,129	\$ -	\$ 387,781	\$ 734,156	\$ 3,181,973	18.75%
General Debt Service (151)						
Local Taxes (40000)	\$ 5,830,851		\$ 195,707	\$ 562,854	\$ 5,267,996	9.65%
Licenses & Permits (41000)	14,275		235	3,787	10,488	26.53%
Other Local Revenue (44000)	260,000		21,135	62,494	197,506	24.04%
Other Sources (49000)	135,000		-	-	135,000	0.00%
Total General Debt Service	\$ 6,240,126	\$ -	\$ 217,077	\$ 629,136	\$ 5,610,990	10.08%
School Capital Projects Fund (177)						
Other Local Revenue (44000)	\$ -	\$ 4,311	\$ 1,630	\$ 4,311	\$ -	100.00%
Other Sources (49000)	-	-	-	-	-	
Total School Capital Projects	\$ -	\$ 4,311	\$ 1,630	\$ 4,311	\$ -	100.00%
Capital Projects Fund (178)						
Other Local Revenue (44000)	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Sources (49000)	-	-	-	-	-	
Total Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	

FUND CATEGORY	ORIGINAL BG FY 22/23	AMENDED FY 22/23	EXPENDED OCT.	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
GENERAL FUND (101)							
County Commission (51100)	\$ 340,583	\$ 24,483	\$ 7,555	\$ 42,703	\$ 71,974	\$ 250,389	11.70%
Beer Board (51220)	1,125		-	148	500	477	13.18%
County Mayor (51300)	209,112		17,497	70,676	2,441	135,995	33.80%
County Attorney (51400)	10,800	7,200	3,300	6,000	12,000	-	33.33%
Election Commission (51500)	293,822	4,000	17,060	108,062	20,179	169,581	36.28%
Register of Deeds (51600)	388,222	6,068	35,130	124,728	28,993	240,569	31.63%
Planning & Zoning (51720)	216,563		14,401	54,618	4,151	157,794	25.22%
County Buildings (51800)	1,560,731	5,783	99,836	431,457	169,980	965,077	27.54%
Other General Admin - IT (51900)	178,365		12,556	67,807	101,856	8,703	38.02%
Preservation of Records (51910)	-	5,000	-	-	-	5,000	0.00%
Property Assessor (52300)	690,448		38,827	170,330	96,717	423,402	24.67%
County Trustee (52400)	360,801		25,426	120,224	10,404	230,173	33.32%
County Clerk (52500)	642,087		39,570	183,301	5,748	453,037	28.55%
Finance Dept. (52900)	785,267		67,533	270,047	14,009	501,211	34.39%
Circuit Court (53100)	1,060,553		82,620	354,933	15,665	689,954	33.47%
General Sessions (53300)	335,996		27,271	102,666	1,622	231,708	30.56%
Drug Court (53330)	108,353		9,814	21,601	-	86,752	19.94%
Chancery Court (53400)	254,756		18,489	89,880	10,273	154,603	35.28%
Juvenile Court (53500)	144,387		12,723	46,456	1,673	96,258	32.17%
Judicial Commissioners (53700)	267,223		18,848	72,292	450	194,481	27.05%
Other Admin of Justice (53900)	539,450	172,355	100,924	161,141	507,892	42,772	22.64%
Probation Service (53910)	167,789		13,431	50,716	2,900	114,174	30.23%
Sheriffs Dept. (54110)	4,562,915	(2,147)	320,596	1,283,671	246,611	3,030,487	28.15%
Admin. Of Sexual Offender (54160)	21,925		1,795	5,571	1,000	15,354	25.41%
Jail (54210)	3,163,736	3,582	274,015	939,432	346,436	1,881,449	29.66%
Reentry Program (54230) Grants	390,531	9,118	12,634	74,310	5,043	320,296	18.59%
Juvenile Service (54240)	42,500		3,081	4,829	28,672	9,000	11.36%
Civil Defense (54410)	174,466		10,801	54,411	7,756	112,299	31.19%
Rescue Squad (54420)	41,000	10,655	994	1,571	2,955	47,129	3.04%
Consolidated Communications(54490)	891,735		71,631	271,486	13,138	607,111	30.44%
County Coroner (54610)	57,500		1,000	4,600	17,900	35,000	8.00%
Other Public Safety (54710) Grants	33,979	37,112	-	749	-	70,342	1.05%
Other Public Safety (54900)	50,000		-	500	-	49,500	1.00%
Local Health Center (55110)	35,745	6,007	1,373	18,269	3,451	20,032	43.76%
Rabies & Animal Ctrl. (55120)	285,412	5,250	19,089	97,251	47,794	145,617	33.46%
Other Local Health Serv (55190) Grant	199,796	(54,736)	5,146	21,518	6,967	116,574	14.83%
Appropriation to State (55390)	30,646		-	-	30,646	-	0.00%
General Welfare Assist.(55510)	17,775		-	-	17,775	-	0.00%
Litter Control (55731) (25%Grant)	116,677		7,474	33,785	3,880	79,012	28.96%
Other Waste Collections (55739) (100%)	52,202		3,717	15,273	300	36,630	29.26%
Senior Citizens Assistance (56300)	37,500		-	11,959	25,541	-	31.89%
Parks & Fair Board (56700)	53,639		873	14,170	1,661	37,808	26.42%
Agriculture Extension Serv.(57100)	139,500		329	2,262	3,293	133,945	1.62%
Soil Conservation (57500)	102,284		7,840	28,992	-	73,292	28.34%
Industrial Development (58120)	86,459		5,369	14,832	3,106	68,521	17.16%
Other Econ & Comm. Dev. (58190)	151,330	250,000	-	-	151,330	250,000	0.00%
Airport (58220)	31,000	24,000	-	-	-	55,000	0.00%
Veteran's Services (58300)	97,868	1,757	7,996	32,524	2,653	64,449	32.65%
Other Charges (58400)	1,002,725	-	26,237	527,688	1,837	473,200	52.63%
COVID-19 Grant #7 (58807)	-	147,170	68,000	81,175	23,953	42,042	55.16%
American Rescue Plan Act # 3 (58833)	-	-	1,794	1,794	-	(1,794)	
American Rescue Plan Act # 6 (58836)	-	-	4,300,000	4,300,000	-	(4,300,000)	
Capital Projects (91000)	250,000	69,258	9,700	44,888	21,710	252,661	14.06%
Hwy & Street Capital Proj (91200)	153,000	60,000	29,240	171,154	20,935	20,911	80.35%
Total County General	\$ 20,830,277	\$ 791,914	\$ 5,853,538	\$ 10,608,449	\$ 2,115,770	\$ 8,897,972	49.06%
COURTHOUSE/JAIL MAINT. (112)							
Other Charges (58400)	\$ 1,450		\$ 111	\$ 415	\$ -	\$ 1,035	28.60%
Transfers Out (99100)	135,000	-	-	-	-	135,000	0.00%
Total Courthouse/Jail Maintenance	\$ 136,450	\$ -	\$ 111	\$ 415	\$ -	\$ 136,035	0.30%

FUND CATEGORY	ORIGINAL BG FY 22/23	AMENDED FY 22/23	EXPENDED OCT.	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
LIBRARY (115)							
Libraries (56500)	\$ 411,363	\$ 11,100	\$ 27,742	\$ 115,548	\$ 55,290	\$ 251,625	27.35%
Other Charges (58400)	43,995		1,924	18,351	1,663	23,982	41.71%
Operating Transfer (99110)	3,000	-	-	-	-	3,000	0.00%
Total Library	\$ 458,358	\$ 11,100	\$ 29,666	\$ 133,898	\$ 56,953	\$ 278,607	28.52%
SOLID WASTE (116)							
Sanitation Educ./Info. (55720)	\$ 3,200	\$ -	\$ 996	\$ 996	\$ 2,200	\$ 5	31.11%
Convenience Centers (55732)	399,887		23,424	88,966	5,460	305,461	22.25%
Transfer Station (55733)	2,600,923	25,384	136,682	428,929	735,722	1,461,656	16.33%
Post closure Care Costs (55770)	10,000		(13,576)	(8,570)	9,285	9,285	-85.70%
Other Charges (58400)	113,323		662	65,280	181	47,862	57.60%
Operating Transfers (99100)	3,803	-	-	-	-	3,803	0.00%
Total Solid Waste	\$ 3,131,136	\$ 25,384	\$ 148,188	\$ 575,600	\$ 752,848	\$ 1,828,072	18.24%
Local Purpose (Rural Fire 120)							
Fire Prevention & Control (54310)	\$ 716,500	\$ -	\$ -	\$ 837	\$ 618,566	97,097	0.12%
Other Charges (58400)	15,000		732	2,456	-	12,544	16.37%
Total Local Purpose	\$ 731,500	\$ -	\$ 732	\$ 3,292	\$ 618,566	\$ 109,642	0.45%
Drug Control Fund (122)							
Drug Enforcement (54150)	\$ 71,500		\$ 615	\$ 13,251	\$ 23,194	\$ 35,055	18.53%
Other Charges (58400)	825		23	65	-	760	7.87%
Total Drug Control	\$ 72,325	\$ -	\$ 638	\$ 13,316	\$ 23,194	\$ 35,815	18.41%
HIGHWAY (131)							
Administration (61000)	\$ 388,168	\$ -	\$ 27,212	\$ 118,967	\$ 9,615	\$ 259,586	30.65%
Highway Maintenance (62000)	1,165,839		65,974	271,437	27,683	866,719	23.28%
Operations & Maintenance (63100)	338,851		23,759	78,444	76,570	183,837	23.15%
Quarry Operations (63400)	382,500		18,420	75,996	27,314	279,189	19.87%
Other Charges (65000)	292,104		11,078	143,221	10,030	138,853	49.03%
Capital Outlay (68000)	1,717,500	426,638	-	18,041	7,500	2,118,597	0.84%
Highways & Streets (82120)	30,000		-	-	-	30,000	0.00%
Highways & Streets (82220)	4,196		-	-	-	4,196	0.00%
Transfers Out (99100)	3,803	60,000	-	-	-	63,803	0.00%
Total Highway	\$ 4,322,960	\$ 486,638	\$ 146,443	\$ 706,107	\$ 158,712	\$ 3,944,779	14.68%
School General Fund (141)							
Instruction							
Regular Instruction (71100)	\$ 22,308,882	\$ 38,073	\$ 1,738,137	\$ 3,665,500	\$ 632,643	\$ 18,048,812	16.40%
Alternative School (71150)	222,253		18,283	36,577	1,352	184,324	16.46%
Special Education Program (71200)	4,018,622	58,655	291,387	570,932	47,418	3,458,926	14.00%
Vocational Education Program (71300)	1,652,377		126,992	274,326	6,793	1,371,258	16.60%
Student Body Education Prog (71400)	588,938		35,647	75,381	71,915	441,642	12.80%
Support							
Attendance (72110)	\$ 258,781		\$ 28,681	\$ 67,878	\$ 2,572	\$ 188,331	26.23%
Health Services (72120)	640,423	(1)	48,438	101,473	1,368	537,581	15.84%
Other Support Services (72130)	1,240,971	247,996	101,068	217,376	26,601	1,244,990	14.60%
Regular Instruction (72210)	1,431,876	79,350	108,984	263,299	11,158	1,236,769	17.42%
Special Educ Program (72220)	721,844	18,660	64,501	145,791	141,055	453,657	19.69%
Vocational Educ Prog (72230)	142,775		10,196	29,413	3,415	109,947	20.60%
Education Technology (72250)	1,330,786	(1,104)	165,042	450,194	304,338	575,150	33.86%
Other Programs (72290) OPEB	210,000		-	-	-	210,000	0.00%
Board of Education (72310)	1,227,120		38,261	596,238	66,920	563,962	48.59%
Director of Schools (72320)	384,826	10,000	24,450	109,346	19,958	265,522	27.69%
Office of Principals (72410)	2,693,045		225,722	505,674	10,124	2,177,248	18.78%
Fiscal Services (72510)	11,561		-	-	-	11,561	0.00%
Human Resources (72520)	275,031		20,237	96,004	8,831	170,195	34.91%
Operation of Plant (72610)	3,749,212	409	285,680	1,240,991	155,112	2,353,517	33.10%
Maintenance of Plant (72620)	1,404,035	81,000	92,155	357,155	342,358	785,522	24.05%
Transportation (72710)	2,987,393	(58,655)	242,348	711,183	1,635,136	582,420	24.28%
Central & Other (72810)	133,397	(16,093)	10,111	20,193	-	97,110	17.21%

FUND CATEGORY	ORIGINAL BG FY 22/23	AMENDED FY 22/23	EXPENDED OCT.	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
Non-Instructional							
Community Services (73300)	\$ 536,036	\$ 153,008	\$ 68,465	\$ 216,908	\$ 227,163	\$ 244,973	31.48%
Early Childhood Education (73400)	1,153,769	(221,299)	86,578	173,563	114	758,793	18.61%
Capital Outlay & Debt Service							
Capital Outlay (76100)	500,000	9,513	-	620	35,302	473,591	0.12%
Total School General Fund	\$ 49,823,953	\$ 399,511	\$ 3,831,362	\$ 9,926,017	\$ 3,751,648	\$ 36,545,800	19.76%
School Federal Projects Fund (142)							
Regular Instruction (71100)	\$ 6,210	\$ 4,533,534	\$ 216,647	\$ 509,645	\$ 151,435	\$ 3,878,664	11.23%
Special Education Program (71200)	833,368	147,148	69,469	189,420	111,726	679,371	19.32%
Vocational Education Program (71300)	45,000	48,494	4,278	76,104	-	17,390	81.40%
Health Services (72120)	-	158,064	(139)	58,685	10,414	88,965	37.13%
Other Support Services (72130)	34,999	4,735,680	7,656	124,163	6,796	4,639,720	2.60%
Regular Instruction (72210)	378,963	787,490	51,139	124,619	132,472	909,363	10.68%
Special Educ Program (72220)	337,648	(17,000)	20,533	63,267	27,802	229,578	19.73%
Vocational Educ Prog (72230)	-	4,400	170	1,422	456	2,522	32.31%
Operation of Plant (72610)	-	2,539,500	461	1,859	2,142,530	395,110	0.07%
Maintenance of Plant (72620)	-	117,429	104	48,583	-	68,846	41.37%
Transportation (72710)	255,916	(70,280)	15,462	31,230	-	154,407	16.82%
Food Service (73100)	-	2,419	-	-	-	2,419	0.00%
Capital Outlay (76100)	-	24,810	(957)	14,845	9,965	-	59.83%
Total Federal Projects Fund	\$ 1,892,105	\$ 13,011,689	\$ 384,822	\$ 1,243,842	\$ 2,593,597	\$ 11,066,354	8.35%
Centralized Cafeteria Fund (143)							
Food Service (73100)	\$ 3,916,129		268,255	\$ 833,484	\$ 1,387,770	\$ 1,694,875	21.28%
Total Centralized Cafeteria	\$ 3,916,129	\$ -	\$ 268,255	\$ 833,484	\$ 1,387,770	\$ 1,694,875	21.28%
General Debt Service (151)							
General Government Debt Service	\$ 5,558,678		\$ 776,467	\$ 783,365	\$ 1,550	\$ 4,773,763	14.09%
Total General Debt Service	\$ 5,558,678	\$ -	\$ 776,467	\$ 783,365	\$ 1,550	\$ 4,773,763	14.09%
School Capital Projects Fund (177)							
Education Capital Proj (91300)	\$ 719,592	\$ -	\$ -	\$ 167,294	\$ 238,517	\$ 313,781	23.25%
Total School Capital Projects	\$ 719,592	\$ -	\$ -	\$ 167,294	\$ 238,517	\$ 313,781	23.25%
Other Capital Projects Fund (178)							
Highway & Street Capital Proj (91200)	\$ 8,610	\$ -	\$ -	\$ -	\$ -	\$ 8,610	0.00%
Total Other Capital Projects	\$ 8,610	\$ -	\$ -	\$ -	\$ -	\$ 8,610	0.00%

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2022/23
Quarter Ending September 30, 2022

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
County General Fund 101 - Revenues						
40000	Local Taxes	210,633	\$ 13,834,945	\$ -	\$ 13,834,945	1.52%
41000	Licenses and Permits	18,777	148,600	-	148,600	12.64%
42000	Fines, Forfeitures & Penalties	36,050	211,070	-	211,070	17.08%
43000	Charges for Current Services	78,385	453,605	-	453,605	17.28%
44000	Other Local Revenues	63,629	146,900	1,315	148,215	42.93%
45000	Fees Rec'd from County Officials	318,083	2,307,000	-	2,307,000	13.79%
46000	State of Tennessee	174,679	2,816,239	278,187	3,094,426	5.64%
47000	Federal Government	57,462	4,897,007	456,636	5,353,643	1.07%
48000	Other Governments & Citizens Grps.	2,608	177,000	500	177,500	1.47%
49000	Other Sources (Non-Revenue)	9,750	10,606	60,000	70,606	13.81%
	Total County General Revenue	\$ 970,056	\$ 25,002,972	\$ 796,638	\$ 25,799,610	3.76%
County General Fund 101 - Expenditures						
51100	County Commission	\$ 35,148	\$ 340,583	\$ 20,483	\$ 361,066	9.73%
51220	Beer Board	148	1,125	-	1,125	13.18%
51300	County Mayor	53,179	209,112	-	209,112	25.43%
51400	County Attorney	2,700	10,800	-	10,800	25.00%
51500	Election Commission	91,002	293,822	-	293,822	30.97%
51600	Register of Deeds	89,598	388,222	6,068	394,290	22.72%
51720	Planning	40,217	216,563	-	216,563	18.57%
51800	County Buildings	331,621	1,560,731	-	1,560,731	21.25%
51900	Other General Administration - IT	55,251	178,365	-	178,365	30.98%
	Total General Gov.	\$ 698,865	\$ 3,199,324	\$ 26,551	\$ 3,225,875	21.66%
52300	Property Assessor	131,503	690,448	-	690,448	19.05%
52400	County Trustee	94,798	360,801	-	360,801	26.27%
52500	County Clerk	143,732	642,087	-	642,087	22.39%
52900	Finance Dept.	202,514	785,267	-	785,267	25.79%
	Total Finance	\$ 572,546	\$ 2,478,603	\$ -	\$ 2,478,603	23.10%
53100	Circuit Court	272,313	1,060,553	-	1,060,553	25.68%
53300	General Sessions Court	75,395	335,996	-	335,996	22.44%
53330	Drug Court	11,786	108,353	-	108,353	10.88%
53400	Chancery Court	71,391	254,756	-	254,756	28.02%

335

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2022/23
Quarter Ending September 30, 2022

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
53500	Juvenile Court	33,733	144,387	-	144,387	23.36%
53700	Judicial Commissioners	53,444	267,223	-	267,223	20.00%
53900	Other Administration of Justice	60,217	539,450	172,355	711,805	8.46%
53910	Probation Services	37,284	167,789	-	167,789	22.22%
	Total Admin. Of Justice	\$ 615,563	\$ 2,878,507	\$ 172,355	\$ 3,050,862	20.18%
54110	Sheriff's Department	963,075	4,562,915	(2,147)	4,560,768	21.12%
54160	Admin. of the Sex Offender	3,776	21,925	-	21,925	17.22%
54210	Jail	665,417	3,163,736	3,582	3,167,317	21.01%
54230	Community Reentry Program	61,676	390,531	9,118	399,649	15.43%
54240	Juvenile Services	1,748	42,500	-	42,500	4.11%
54410	Civil Defense	43,609	174,466	-	174,466	25.00%
54420	Rescue Squad	576	41,000	10,655	51,655	1.12%
54490	Consolidated Communications	199,855	891,735	-	891,735	22.41%
54610	County Coroner	3,600	57,500	-	57,500	6.26%
54710	Other Public Safety Grants	749	33,979	12,112	46,091	1.63%
54900	Other Public Safety	500	50,000	-	50,000	1.00%
	Total Public Safety	\$ 1,944,580	\$ 9,430,286	\$ 33,319	\$ 9,463,605	20.55%
55110	Local Health Center	16,896	35,745	6,007	41,752	40.47%
55120	Rabies & Animal Control	78,162	285,412	-	285,412	27.39%
55190	Other Local Health Services	16,372	199,796	(54,736)	145,059	11.29%
55390	Appropriation to State	-	30,646	-	30,646	0.00%
55510	General Welfare Assistance	-	17,775	-	17,775	0.00%
55731	Waste Pick-Up (Litter Control)	26,311	116,677	-	116,677	22.55%
55739	Other Waste Collections	11,556	52,202	-	52,202	22.14%
55900	Other Public Health & Welfare	-	-	-	-	
	Total Public Health & Welfare	\$ 149,296	\$ 738,253	\$ (48,729)	\$ 689,524	21.65%
56300	Senior Citizens	11,959	37,500	-	37,500	31.89%
56700	Parks & Fair Boards	13,298	53,639	-	53,639	24.79%
	Total Social, Cultural, Recre.	\$ 25,257	\$ 91,139	\$ -	\$ 91,139	27.71%
57100	Agricultural Extension Service	1,933	139,500	-	139,500	1.39%
57500	Soil Conservation	21,152	102,284	-	102,284	20.68%

334

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2022/23
Quarter Ending September 30, 2022

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
	Total Agr. & Natural Resources	\$ 23,085	\$ 241,784	\$ -	\$ 241,784	9.55%
58120	Industrial Development	9,463	86,459	-	86,459	10.95%
58190	Other Econ & Community Devel.	-	151,330	250,000	401,330	0.00%
58220	Airport	-	31,000	-	31,000	0.00%
58300	Veteran's Services	24,528	97,868	357	98,225	24.97%
58400	Other Charges	501,451	1,002,725	-	1,002,725	50.01%
58807	COVID-19 Grant #7 (58807) JAIL TECH	13,175	-	147,170	147,170	8.95%
91000	Capital Outlay - General Administration	35,188	\$ 250,000	\$ 69,258	\$ 319,258	11.02%
91200	Capital Outlay - Highway Projects	141,914	153,000	60,000	213,000	66.63%
	Total Other Operations	\$ 725,719	\$ 1,772,382	\$ 526,786	\$ 2,299,167	31.56%
	Total County General Expenditures	\$ 4,754,912	\$ 20,830,277	\$ 710,282	\$ 21,540,559	22.07%
	Excess of Revenue Over (Under) Expenditures	\$ (3,784,856)	\$ 4,172,695	\$ 86,356	\$ 4,259,051	

Courthouse Jail Maintenance Fund 112 - Revenues

40000	Local Taxes	\$ 19,892	\$ 140,000	\$ -	\$ 140,000	14.21%
	Total Courthouse Jail Maintenance Revenue	\$ 19,892	\$ 140,000	\$ -	\$ 140,000	14.21%

Courthouse Jail Maintenance Fund 112 - Expenditures

58400	Other Charges	\$ 304	\$ 1,450	\$ -	\$ 1,450	20.96%
99100	Transfers Out	-	135,000	-	135,000	0.00%
	Total Courthouse Jail Maintenance Expenditures	\$ 304	\$ 136,450	\$ -	\$ 136,450	0.22%
	Excess of Revenue Over (Under) Expenditures	\$ 19,588	\$ 3,550	\$ -	\$ 3,550	

337

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2022/23
 Quarter Ending September 30, 2022

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
Library Fund 115 - Revenues						
40000	Local Taxes	\$ 3,864	\$ 427,538	\$ -	\$ 427,538	0.90%
41000	License & Permits	526	2,110	-	2,110	24.94%
43000	Charges for Current Services	1,272	7,900	-	7,900	16.11%
44000	Other Local Revenues	353	1,545	-	1,545	22.85%
47000	Federal Government	-	1,600	-	1,600	0.00%
48000	Other Governments & Citizens Grps.	9,137	29,500	909	30,409	30.05%
49000	Other Sources (Non-Revenue)	-	-	-	-	
	Total Library Revenue	\$ 15,152	\$ 470,193	\$ 909	\$ 471,102	3.22%
Library Fund 115 - Expenditures						
56500	Libraries	\$ 87,806	\$ 411,363	\$ 11,100	\$ 422,462	20.78%
58400	Other Charges	16,427	43,995	-	43,995	37.34%
99100	Transfers Out	-	3,000	-	3,000	0.00%
	Total Library Expenditures	\$ 104,233	\$ 458,358	\$ 11,100	\$ 469,457	22.20%
	Excess of Revenue Over (Under) Expenditures	\$ (89,081)	\$ 11,835	\$ (10,190)	\$ 1,645	
Solid Waste/Sanitation Fund 116 - Revenues						
40000	Local Taxes	\$ 7,712	\$ 1,866,245	\$ -	\$ 1,866,245	0.41%
41000	Licenses and Permits	3,369	13,500	-	13,500	24.96%
43000	Charges for Current Services	25,161	177,000	-	177,000	14.22%
44000	Other Local Revenues	94,426	661,500	-	661,500	14.27%
46000	State of Tennessee	6,221	25,000	-	25,000	24.88%
	Total Solid Waste Revenue	\$ 138,339	\$ 2,743,245	\$ -	\$ 2,743,245	5.04%

338

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2022/23
Quarter Ending September 30, 2022

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
Solid Waste/Sanitation Fund 116 - Expenditures						
55720	Sanitation Education/Information	\$ -	\$ 3,200	\$ -	\$ 3,200	0.00%
55732	Convenience Centers	65,541	399,887	-	399,887	16.39%
55733	Transfer Stations	292,247	2,600,923	-	2,600,923	11.24%
55770	Post closure Care Cost	5,006	10,000	-	10,000	50.06%
58400	Other Charges	64,618	113,323	-	113,323	57.02%
99100	Transfers Out	-	3,803	-	3,803	0.00%
	Total Solid Waste Expenditures	\$ 427,412	\$ 3,131,136	\$ -	\$ 3,131,136	13.65%
	Excess of Revenue Over (Under) Expenditures	\$ (289,072)	\$ (387,891)	\$ -	\$ (387,891)	

Local Purpose Tax/Rural Fire Fund 120 - Revenues						
40000	Local Taxes	\$ 155,661	\$ 1,035,134	\$ -	\$ 1,035,134	15.04%
41000	Licenses and Permits	21,025	24,125	-	24,125	87.15%
44000	Other Local Revenue	-	-	-	-	
48000	Other Governments & Citizens	-	-	-	-	
49000	Other Sources	-	-	-	-	
	Total Rural Fire Revenue	\$ 176,685	\$ 1,059,259	\$ -	\$ 1,059,259	16.68%

Local Purpose Tax/Rural Fire Fund 120 - Expenditures						
54310	Fire Prevention & Control	\$ 2,560	\$ 731,500	\$ -	\$ 731,500	0.35%
	Total Rural Fire Expenditures	\$ 2,560	\$ 731,500	\$ -	\$ 731,500	0.35%
	Excess of Revenue Over (Under) Expenditures	\$ 174,125	\$ 327,759	\$ -	\$ 327,759	

339

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2022/23
Quarter Ending September 30, 2022

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
Drug Control Fund 122 - Revenues						
42000	Fines, Forfeitures & Penalties	\$ 3,401	\$ 27,475	\$ -	27,475	12.38%
43000	Other General Service Charges	-	2,500	-	2,500	0.00%
44000	Other Local Revenues	-	20,100	-	20,100	0.00%
47000	Federal Government	2,070	5,000	-	5,000	41.40%
48000	Other Governments & Citizens Grps.	-	500	-	500	0.00%
	Total Drug Control Revenue	\$ 5,471	\$ 55,575	\$ -	\$ 55,575	9.84%
Drug Control Fund 122 - Expenditures						
54150	Drug Enforcement	\$ 12,636	\$ 71,500	\$ -	\$ 71,500	17.67%
58400	Other Charges	42	825	-	825	5.11%
	Total Drug Control Expenditures	\$ 12,678	\$ 72,325	\$ -	\$ 72,325	17.53%
	Excess of Revenue Over (Under)					
	Expenditures	\$ (7,207)	\$ (16,750)	\$ -	\$ (16,750)	
General Debt Service Fund 151 - Revenues						
40000	Local Taxes	\$ 367,147	\$ 5,830,851	\$ -	\$ 5,830,851	6.30%
41000	Licenses and Permits	3,553	14,275	-	14,275	24.89%
44110	Interest Eamed	41,359	260,000	-	260,000	15.91%
49000	Other Sources (Non-Revenue)	-	135,000	-	135,000	0.00%
	Total Gen Debt Serv Revenue	\$ 412,059	\$ 6,240,126	\$ -	\$ 6,240,126	6.60%
General Debt Service Fund 151 - Expenditures						
82310	General Government Debt Service	\$ 6,898	\$ 5,558,678	\$ -	\$ 5,558,678	0.12%
	Total Gen Debt Serv Expenditures	\$ 6,898	\$ 5,558,678	\$ -	\$ 5,558,678	0.12%
	Excess of Revenue Over (Under)					
	Expenditures	\$ 405,160	\$ 681,447	\$ -	\$ 681,447	

340

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2022/2023

Quarter Ending June 30, 2023

Account Number	Description	Realized Thru 1st Qtr	Original Budget	Amendments	Amended Budget	Percent Realized
Highway Fund 131 - Revenue						
40000	Local Taxes	\$ 6,380	\$ 766,290	\$ -	\$ 766,290	0.83%
41100	Licenses & Permits	873	3,540	-	3,540	24.67%
43000	Charges for Current Services & Fees	-	15,080	-	15,080	0.00%
44000	Other Local Revenues	48	16,380	-	16,380	0.29%
46000	State of Tennessee Revenues	490,361	3,349,457	-	3,349,457	14.64%
47000	Federal Government Revenues	-	-	-	-	
49000	Other Sources (Non-Revenue)	-	-	-	-	
	Total Highway Revenue	\$ 497,662	\$ 4,150,747	\$ -	\$ 4,150,747	11.99%
Highway Fund 131 - Expenditures						
61000	Administration	\$ 91,756	\$ 388,168	\$ -	\$ 388,168	23.64%
62000	Highway & Bridge Maintenance	205,463	1,165,839	-	1,165,839	17.62%
63100	Operation of Maintenance	54,685	338,851	-	338,851	16.14%
63400	Quarry Operations	57,577	382,500	-	382,500	15.05%
65000	Other Charges	132,143	292,104	-	292,104	45.24%
68000	Capital Outlay	18,041	1,717,500	426,638	2,144,138	0.84%
82000	Debt Service	-	34,196	-	34,196	0.00%
99100	Operating Transfers	-	3,803	60,000	63,803	0.00%
	Total Highway Expenditures	\$ 559,664	\$ 4,322,960	\$ 486,638	\$ 4,809,598	11.64%
	Excess of Revenue Over (Under)	\$ 278,595	\$ (172,213)	\$ (486,638)	\$ (658,851)	
	Expenditures					

Prepared by asmith 10/19/2022

Page 1 of 1

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
School General Fund 141 - Revenues						
40000	Local Taxes	\$ 1,426,746	\$ 18,889,088	\$ -	\$ 18,889,088	7.55%
41000	Licenses and Permits	15,001	62,160	-	62,160	24.13%
43000	Charges for Current Services	30,285	220,000	-	220,000	13.77%
44000	Other Local Revenues	58,565	102,089	-	102,089	57.37%
46000	State of Tennessee	5,607,594	29,327,548	-	29,327,548	19.12%
47000	Federal Government	17,115	168,356	-	168,356	10.17%
48000	Other Governments & Citizens Groups	-	-	-	-	
49000	Other Sources (Non-Revenue)	-	-	-	-	
	Total School General Revenue	\$ 7,155,307	\$ 48,769,241	\$ -	\$ 48,769,241	14.67%
School General Fund 141 - Expenditures						
	Instruction					
71100	Regular Instruction	\$ 1,927,364	\$ 22,308,482	\$ -	\$ 22,308,482	8.64%
71150	Alternate Instruction Program	18,295	222,253	-	222,253	8.23%
71200	Special Education Program	279,545	4,018,622	-	4,018,622	6.96%
71300	Vocational Program	147,334	1,652,377	-	1,652,377	8.92%
71400	Student Body Education	39,735	588,938	-	588,938	6.75%
	Support	\$ 2,412,272	\$ 28,790,672	\$ -	\$ 28,790,672	8.38%
72110	Attendance	39,196	258,781	-	258,781	15.15%
72120	Health Services	53,036	640,423	-	640,423	8.28%
72130	Other Student Support	116,308	1,240,971	-	1,240,971	9.37%
72210	Regular Instruction Program	154,314	1,431,876	-	1,431,876	10.78%
72220	Special Education Support Program	81,290	721,844	-	721,844	11.26%
72230	Vocational Education Support	19,218	142,775	-	142,775	13.46%
72250	Technology Education	285,152	1,330,786	-	1,330,786	21.43%
72290	Other Programs (OPEB)	-	210,000	-	210,000	0.00%
72310	Board Of Education Support Service	557,977	1,227,120	-	1,227,120	45.47%
72320	Director Of School Support Service	84,896	384,826	-	384,826	22.06%
72410	Office Of The Principal Support Service	279,952	2,693,045	-	2,693,045	10.40%
72510	Fiscal Services	-	11,561	-	11,561	0.00%
72520	Human Resources/Personnel	75,767	275,031	-	275,031	27.55%
72610	Operation Of The Plant	955,311	3,749,212	-	3,749,212	25.48%
72620	Maintenance Of Plant	265,000	1,404,035	-	1,404,035	18.87%
72710	Transportation	468,835	2,987,393	-	2,987,393	15.69%
72810	Central And Other Support	10,082	133,397	-	133,397	7.56%
	Non-Instructional	\$ 3,446,334	\$ 18,843,076	\$ -	\$ 18,843,076	18.29%
73100	Food Service	\$ -	\$ -	\$ -	\$ -	
73300	Community Service	148,443	536,036	-	536,036	27.69%
73400	Early Childhood Education	86,985	1,153,769	-	1,153,769	7.54%
	Capital Outlay & Debt Service	\$ 235,428	\$ 1,689,805	\$ -	\$ 1,689,805	13.93%
76100	Capital Outlay	\$ 620	\$ 500,000	\$ -	\$ 500,000	0.12%
99000	Transfer To Other Funds	-	-	-	-	
	Total School General Expenditures	\$ 6,094,655	\$ 49,823,553	\$ -	\$ 49,823,553	12.23%
	Excess of Revenue Over (Under)					
	Expenditures	\$ 1,060,652	\$ (1,054,312)	\$ -	\$ (1,054,312)	

342

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
School Federal Projects Fund 142 - Revenues						
47000	Federal Government	38,349	1,892,105	-	1,892,105	2.03%
49000	Other Sources (Non-Revenue)	-	-	-	-	
	Total School Federal Projects Revenue	\$ 38,349	\$ 1,892,105	\$ -	\$ 1,892,105	2.03%
School Federal Projects Fund 142 - Expenditures						
71100	Regular Instruction	\$ 292,999	\$ 6,210	\$ -	\$ 6,210	4718.17%
71200	Special Education	119,950	833,368	-	833,368	14.39%
71300	Vocational Education	71,827	45,000	-	45,000	159.61%
72120	Health Services	58,824	-	-	-	
72130	Other Student Support	116,507	34,999	-	34,999	332.89%
72210	Regular Instruction Support	73,480	378,963	-	378,963	19.39%
72220	Special Education Support	42,735	337,648	-	337,648	12.66%
72230	Vocational Education Support	1,252	-	-	-	
72610	Operation Of Plant	1,398	-	-	-	
72620	Maintenance of Plant	48,479	-	-	-	
72710	Transportation	15,767	255,916	-	255,916	6.16%
73100	Food Services	-	-	-	-	
76100	Regular Capital Outlay	15,802	-	-	-	
99100	Transfers Out	-	-	-	-	
	Total School Federal Expenditures	\$ 859,020	\$ 1,892,105	\$ -	\$ 1,892,105	45.40%
	Excess of Revenue Over (Under)					
	Expenditures	\$ (820,671)	\$ (0)	\$ -	\$ (0)	

Centralized Cafeteria Fund 143 - Revenues						
43500	Charges For Current Services	\$ 64,611	\$ 845,000	\$ -	\$ 845,000	7.65%
44100	Recurring Revenue	8,001	27,000	-	27,000	29.63%
44500	Non-Recurring Revenue	-	-	-	-	
44900	Other Local Revenues (supper Grant)	-	-	-	-	
46500	State Of Tennessee	-	73,119	-	73,119	0.00%
47000	Federal Government	273,763	2,971,010	-	2,971,010	9.21%
48000	Other Governments & Citizen Groups	-	-	-	-	
	Total Centralized Cafeteria Revenue	\$ 346,375	\$ 3,916,129	\$ -	\$ 3,916,129	8.84%
Centralized Cafeteria Fund 143 - Expenditures						
73100	Food Service	\$ 565,229	\$ 3,916,129	\$ -	\$ 3,916,129	14.43%
	Total Centralized Cafeteria Expenditures	\$ 565,229	\$ 3,916,129	\$ -	\$ 3,916,129	14.43%
	Excess of Revenue Over (Under)					
	Expenditures	\$ (218,854)	\$ -	\$ -	\$ -	

343

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
Education Capital Projects Fund 177 - Revenues						
44100	Recurring Revenue	\$ 2,681	\$ -	\$ 2,681	\$ 2,681	100.00%
49200	Notes Issued	-	-	-	-	
	Total Educ Capital Projects Revenue	\$ 2,681	\$ -	\$ 2,681	\$ 2,681	100.00%
Education Capital Projects Fund 177 - Expenditures						
91300	Educational Capital Expenditures	\$ 167,294	\$ -	\$ 167,294	\$ 167,294	100.00%
	Total Educ Capital Projects Expenditures	\$ 167,294	\$ -	\$ 167,294	\$ 167,294	100.00%
	Excess of Revenue Over (Under)					
	Expenditures	\$ (164,612)	\$ -	\$ (164,613)	\$ (164,613)	

344

Franklin Co Trustee's Interest Earned Analysis & Comparison

September, 2022

Current Amt Invested in the Following:

CD	\$ 8,000,000	Interest Bearing Check/Savings	\$ 29,046,653	Mutual Funds	\$ -
Gross Interest Earned for the Month of Sept				\$ 24,795	

Fund Number	Fund Title	Gross Collections	Trustee Fee Admin Fee 2%	Net Fund Collections
101	County General	\$ 3,110.52	\$ (62.21)	\$ 3,048.31
115	Library	\$ 62.49	\$ (1.25)	\$ 61.24
131	Highway	\$ 23.98	\$ (0.48)	\$ 23.50
141	Schools General	\$ 1,474.80	\$ (29.50)	\$ 1,445.30
151	General Debt Service	\$ 20,122.71	\$ (402.45)	\$ 19,720.26
Total		\$ 24,794.50	\$ (495.89)	\$ 24,298.61

Interest Revenue Monthly Fiscal Comparison

	County	Library	Highway	Schools	Gen Debt
Sep-21	\$ 139.61	\$ 52.53	\$ 23.46	\$ 1,236.05	\$ 17,713.05
Sep-22	\$ 3,048.31	\$ 61.24	\$ 23.50	\$ 1,445.30	\$ 19,720.26
Over/Under	\$ 2,908.70	\$ 8.71	\$ 0.04	\$ 209.25	\$ 2,007.21

Interest Year to Date Revenue Fiscal Comparison

	County	Library	Highway	Schools	Gen Debt
2021/22	\$ 414.24	\$ 173.17	\$ 69.61	\$ 3,665.70	\$ 52,311.02
2022/23	\$ 4,344.23	\$ 189.42	\$ 69.74	\$ 3,895.70	\$ 66,945.27
Over/Uner	\$ 3,930.00	\$ 16.26	\$ 0.13	\$ 230.00	\$ 14,634.25

Fiscal Year 2022/23 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balace to Collect
101 County General (OPEB)	\$ 5,500.00	\$ 4,344.23	78.99%	\$ 1,156
115 Library	\$ 500	\$ 189	37.88%	\$ 311
131 Highway (OPEB)	\$ 530	\$ 70	13.16%	\$ 460
141 School General Fund (OPEB)	\$ 15,000	\$ 3,896	25.97%	\$ 11,104
151 General Debt Service	\$ 280,000	\$ 66,945	0.00%	\$ 213,055

345

Franklin Co Trustee's Interest Earned Analysis & Comparison

October, 2022

Current Amt Invested in the Following:

CD	\$ 11,000	Interest Bearing Check/Savings	\$ 25,342,098	Mutual Funds	\$ -
Gross Interest Earned for the Month of Oct				\$ 26,504.88	

Fund Number	Fund Title	Gross Collections	Trustee Fee Admin Fee 2%	Net Fund Collections
101	County General	\$ 3,767.71	\$ (75.35)	\$ 3,692.36
115	Library	\$ 55.12	\$ (1.10)	\$ 54.02
131	Highway	\$ 46.43	\$ (0.93)	\$ 45.50
141	Schools General	\$ 1,473.62	\$ (29.47)	\$ 1,444.15
151	General Debt Service	\$ 21,162.00	\$ (423.24)	\$ 20,738.76
Total		\$ 26,504.88	\$ (106.86)	\$ 5,236.02

Interest Revenue Monthly Fiscal Comparison

	County	Library	Highway	Schools	Gen Debt
Oct-21	\$ 911.19	\$ 50.85	\$ 22.71	\$ 1,197.05	\$ 14,933.70
Oct-22	\$ 3,692.36	\$ 54.02	\$ 45.50	\$ 1,444.15	\$ 20,738.76
Over/Under	\$ 2,781.16	\$ 3.17	\$ 22.79	\$ 247.10	\$ 5,805.06

Interest Year to Date Revenue Fiscal Comparison

	County	Library	Highway	Schools	Gen Debt
2021/22	\$ 1,325.43	\$ 224.02	\$ 92.32	\$ 4,862.75	\$ 67,244.72
2022/23	\$ 8,036.59	\$ 243.44	\$ 115.24	\$ 5,339.84	\$ 87,684.03
Over/Uner	\$ 6,711.16	\$ 19.42	\$ 22.92	\$ 477.09	\$ 20,439.31

Fiscal Year 2022/23 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balace to Collect
101 County General (OPEB)	\$ 5,500	\$ 8,037	146.12%	\$ (2,537)
115 Library	\$ 500	\$ 243	48.69%	\$ 257
131 Highway (OPEB)	\$ 530	\$ 115	21.74%	\$ 415
141 School General Fund (OPEB)	\$ 15,000	\$ 5,340	35.60%	\$ 9,660
151 General Debt Service	\$ 280,000	\$ 87,684	0.00%	\$ 192,316

Local Option Sales Tax Analysis & Comparison

September 2022 (Received in October)

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	311,453.48	(3,503.85)	307,949.63	307,949.63	-
Winchester	483,625.96	(5,440.79)	478,185.17	239,092.58	236,701.66
Cowan	23,886.65	(268.72)	23,617.93	11,808.96	11,690.87
Decherd	296,809.71	(3,339.11)	293,470.60	146,735.30	145,267.95
Estill Springs	49,778.35	(560.01)	49,218.34	24,609.17	24,363.08
Huntland	22,236.68	(250.16)	21,986.52	10,993.26	10,883.33
Tulahoma	18,553.94	(208.73)	18,345.21	9,172.60	9,080.88
Monteagle - FC	473.88	(5.33)	468.55	234.27	231.93
Total	1,206,818.65	(13,576.71)	1,193,241.94	751,111.64	438,219.69

Local Option Sales Tax Monthly Revenue Fiscal Comparison

Sep-21	686,477	
Sep-22	751,112	*Note Franklin County received an additional \$515.86 & This includes the new Online Sales that is not listed on the Monthly County Local Option Data
Over/Under	64,635	

Local Option Sales Tax Year to Date Revenue Fiscal Comparison

2021/22	2,130,634	
2022/23	2,389,231	
Over/Uner	258,597	

FY 2022/23 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	7,090,000	1,903,872	26.85%	5,186,128
151 General Debt Service	1,630,000	485,359	29.78%	1,144,641

Local Option Sales Tax Analysis & Comparison

October 2022 (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	319,707.39	(3,596.71)	316,110.68	316,110.68	-
Winchester	551,859.52	(6,208.42)	545,651.10	272,825.55	270,097.29
Cowan	25,934.55	(291.76)	25,642.79	12,821.39	12,693.18
Decherd	276,368.94	(3,109.15)	273,259.79	136,629.89	135,263.60
Estill Springs	53,572.72	(602.69)	52,970.03	26,485.01	26,220.16
Huntland	21,061.06	(236.94)	20,824.12	10,412.06	10,307.94
Tullahoma	17,461.85	(196.45)	17,265.40	8,632.70	8,546.38
Monteagle - FC	897.50	(10.10)	887.40	443.70	439.26
Total	1,266,863.53	(14,252.21)	1,252,611.32	784,876.78	463,567.81

Local Option Sales Tax Monthly Revenue Fiscal Comparison

Oct-21 723,371
Oct-22 784,877

*Note Franklin County received an additional \$515.78 & This includes the new Online Sales that is not listed on the Monthly County Local Option Data

Over/Under 61,506

Local Option Sales Tax Year to Date Revenue Fiscal Comparison

2021/22 2,854,004
2022/23 3,174,108

Over/Uner 320,103

FY 2022/23 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	7,090,000	2,530,694	35.69%	4,559,306
151 General Debt Service	1,630,000	643,414	39.47%	986,586

Finance Committee

October 4, 2022

The Finance Committee met in the community room, meeting was called to order by Mayor Guess, at 6:00 P.M.

Members Present: David Eldridge, Dale Schultz, Stanley Bean, Scottie Riddle via Zoom and Mayor, Chris Guess; Andrea Smith- Ex Officio;

Other Present: Jenny Phillips, Secretary; Kelli Riley- Mayor's Office; Sharon Byrum, Mayor's Office; William Anderson, Solid Waste Director; Brian Justice, Herald Chronicle; Chris Isbell, WCDT; Harry E Allen, Huntland Resident; Angie Fuller; Charles Keller; Glenn Summers; Michelle Earle

1. ***Motion** by Eldridge, second by Schultz to receive and file the ARP & TDEC Funding, & Capital Projects Summary. The vote resulted in all Ayes, motion carried.
2. ***Motion** by Eldridge, second by Schultz to receive and file the Huntland Project Report. The vote resulted in all Ayes, motion carried.
3. ***Motion** by Eldridge, second by Bean to receive and file the September 8, 2022 Finance Minutes. The vote resulted in all Ayes, motion carried.
4. ***Motion** by Eldridge, second by Schultz to receive and file the August 2022 Trustee Interest Report. The vote resulted in all Ayes, motion carried.
5. ***Motion** by Bean, second by Eldridge to approve and send to the commission with recommendations the Highway BG Amendment 10/17/22. The vote resulted in all Ayes, motion carried.
6. ***Motion** by Schultz, second by Bean to approve and send to the commission with recommendations the County Attorney Budget Contract Budget Amendment, County BG Amendment 10/17/22 a. The roll call vote resulted in all Aye, motion carried.
7. ***Motion** by Schultz, second by Riddle to approve and send to the full commission with recommendations the Resolution & Grant Pre-App for TN Archives Grant. The vote resulted in all Ayes, motion carried.
8. ***Motion** by Eldridge, second by Schultz to approve and send to the commission with recommendations the Co Gen Project Preservation Archives Grant BG Amend 10/17/22 b. The roll call vote resulted in all Aye, motion carried.
9. ***Motion** by Eldridge, second by Schultz to both combine and approve and send to the commission with recommendations, the Pre-Grant TDOT Airport Maint Grant and TDOT Coronavirus Grant. The vote resulted in all Ayes, motion carried.
10. ***Motion** by Eldridge, second by Riddle to approve and send to the commission with recommendations the Co Gen Airport Grants BG amend 10/17/22 c. The roll call vote resulted in all Ayes, motion carried.

11. ***Motion** by Schultz, second by Eldridge to approve and send to the commission with recommendations the Co Sheriff's DRIVE Grant BG Amend 10.17.22 d. The roll call vote resulted in all Ayes, motion carried.
12. ***Motion** by Bean, second by Schultz to both combine and approve to send to the commission with recommendations the Pre-Grant App Used Oil Solid Waste / Tn Dept. of Environ & Con and Pre-Grant App Convenience Ctr Solid Waste/TDEC. The votes resulted in all Ayes, motion carried.
13. ***Motion** by Eldridge, second by Schultz to approve and send to the commission with recommendations the Co Gen/SW BG Amend 10/17/22 e. The roll call vote resulted in all Ayes, motion carried.
14. ***Motion** by Schultz, second by Bean to approve and send to the commission with recommendations the School Gen & Cafeteria Funds BG Amend 10/17/22 a. The roll call vote resulted in all Ayes, motion carried.
15. ***Motion** by Schultz, second by Eldridge to receive and file Constable Bonds. The vote resulted in all Ayes, motion carried.
16. ***Motion** by Eldridge, second by Schultz to approve and send to the commission with recommendations the Notary Applications. The roll call vote resulted in all Ayes, motion carried.
17. ***Motion** by Eldridge, second by Schultz to both combine and approve and send to the commission with recommendations the Resolutions Highway Road List Changes and Highway Private Road Names Change. The vote resulted in all Ayes, motion carried.
18. ***Motion** by Schultz, second by Bean to approve and send to the commission with recommendations for School Gen Fund cleanup BG Amend 10.17.22 b. The roll call vote resulted in all Aye, motion carried.
19. ***Motion** by Schultz, second by Riddle to approve and send to the commission with recommendations for School General Resilient Schools Grant BG Amend 10/17/22 c. The roll call vote resulted in all Ayes, motion carried.
20. ***Motion** by Eldridge, second by Schultz to both combine and approve and send to the commission with recommendations the multi-year operating lease for Reg of Deeds from Pitney Bowes and multi year lease for Copier with KMBS for Judicial Commission. The votes resulted in all Ayes, motion carried.
21. ***Motion** by Schultz, second by Eldridge to approve and sent to the commission with recommendations the multi-year operating lease for cameras with KMBS for Consolidated Communication. The roll call vote resulted in all Ayes, motion carried

22. ***Motion** by Eldridge, second by Schultz to approve and send to the commission with recommendations the Resolution to amend the county's Code of Ethic in compliance with the state legislation amendment TCA § 5-21-121. The vote resulted in all Ayes, motion carried.
23. Commissioner Eldridge voiced his concern with the rate of inflation and the social security COLA increase for next year. He felt the need to start planning now to have a plan of action for next year's budget. After some discussion it was decided to have a workshop, while the original date was set as October 25th, Mayor Guess has updated that meeting to October 24th at 6pm following the new commissioner workshop with Andrea Smith.
24. ***Motion** by Riddle, second by Schultz to adjourn the meeting at 6:30pm. The vote resulted in all Ayes, motion carried.

Respectfully Submitted

Mayor, Chris Guess
CG/jp

Finance Committee Workshop(s)

October 24, 2022

The Finance Committee/Commissioners meet in the Rescue Training Room for a combined workshop presented by Finance Director Andrea Smith.

Present: Andrea Smith; Jenny Phillips; Harry Allen; Bruce Shaw; Spike Hoch; Glenn Summers; Monica Jeffers; Pam Kreidenweis; Tyler Bauer; William Anderson; Dale Schultz; Carolyn Wiseman; Grant Benere; Bruce McMillian; David Eldridge; Chris Guess

The workshop was called to order by Andrea Smith at 5pm. Director Smith talked about the 81 Purchasing Act that the county operates under, giving a brief history and explaining how the county finances work.

At 6pm Commissioner Eldridge presented a PowerPoint about the social security cost of living increase and concerns for the FY24 budget. After some discussion it was decided that the PowerPoint needed to be presented to the county Department Heads so they could start preparing now for the FY24 budget. It was decided another meeting would be held November 1, 2022 at 6pm with the Department Heads in the Rescue Training Room.

Respectfully Submitted

Finance

jp

Finance Committee Workshop

November 1, 2022

The Finance Committee/Commissioners and Department Heads met in the Rescue Training Room for a combined workshop lead by Commissioner David Eldridge.

Present: Andrea Smith; Jenny Phillips; Scott Smith; Tina Sanders; Kristie Bell; Bruce Spencer; William Anderson; Greg Ferguson; Pam Kreidenweis; Linda Foster; Derrick Crawford; Dale Schultz; Carolyn Wiseman; Scottie Riddle; Luke McCurry; Tim Fuller; Mike Cunningham; Janet Petrunich; Scotty McKay; Tyler Bauer; Haley Colvin; Lance Williams; Cleijo Walker; Stanley Bean; Brent Perry; Johnny Hand; Robert Baggett; Kellie Riley; Sharon Byrum; Chris Guess; David Eldridge; Chris Isbell; Christine Hopkins; Kenny Montgomery; Tina Stevens; David Stewart

At 5pm Commissioner Eldridge presented a PowerPoint about the social security cost of living increase and concerns for the FY24 budget. Discussion was held on the how to approach FY 23 budget and the new expedited timeline that we will use this year.

Respectfully Submitted

Finance

jp

Inter-Category Amendment Request Fiscal Year ending June 30, 2023
(For information purposes only to the commission)

Request made July 1 - October 31, 2022

Line Item Description	Account Number					Debit to Decrease Appropriation	Credit to Increase Appropriation
	Fund	Category	Obj	CC	Sub Obj		
County General Fund 101							
General Sessions Court - 53300							
Office Supplies	101	53300	435			485.00	
Inservice Staff Development	101	53300	524				105.00
Other Charges	101	53300	599				380.00
Debit/Credit Balance for Inter-Category Amendment						485.00	485.00
Move Allocations to allow for increase in travel							
Juvenile Court - 53500							
Other Supplies & Materials	101	53500	499				1,600.00
Other Charges	101	53500	599			200.00	
Other Capital Outlay	101	53500	799			1,400.00	
Debit/Credit Balance for Inter-Category Amendment						1,600.00	1,600.00
Move Allocations to cover increase in supplies							
Rural Fire Fund 120 - Fire Prevention & Control							
Other Charges	120	54310	599				1,000.00
Other Capital Outlay	120	54310	799			1,000.00	
Debit/Credit Balance for Inter-Category Amendment						1,000.00	1,000.00
Move Allocations to cover Instruction Materials							

Franklin County
Finance Committee
Meeting Schedule 2023

6:00 pm

Franklin County Annex Conference Room

1st Thursday, January 5

1st Tuesday, March 7

1st Tuesday, April 4

1st Tuesday, June 6

1st Thursday, July 6

1st Thursday, September 7

1st Tuesday, October 3

3rd Tuesday, November 21

Chris Guess, Chairman

Franklin County
Legislative Committee
Meeting Schedule 2023

5:30PM

Franklin County Annex Conference Room

1st Thursday, January 5

1st Tuesday, March 7

1st Tuesday, April 4

1st Tuesday, June 6

1st Thursday, July 6

1st Thursday, September 7

1st Tuesday, October 3

3rd Tuesday, November 21

David Eldridge, Chairman
Grant Benere, Dale Schultz,
Glenn Summers, Tyler Bauer

FRANKLIN COUNTY
BOARD OF COMMISSIONERS
2023 Regular Session Schedule
7:00PM Franklin County Courthouse

3rd Tuesday January 17

3rd Monday March 20

3rd Monday April 17

3rd Monday June 19

3rd Monday July 17

3rd Monday September 18

3rd Monday October 16

1st Monday December 4

Chris Guess, Chairman
David Eldridge, Chairman Pro Tempore
Chris Guess, County Mayor

RESOLUTION 12a-1222

**A RESOLUTION AUTHORIZING
A MULTIPLE YEAR OPERATING LEASE & MAINTENANCE AGREEMENT
FOR THE FRANKLIN PROBATION SERVICES**

WHEREAS, the Franklin County Probation Services has a need to lease a copier in order to enhance their operations within their respective office suite for the purpose of administration duties for the Probation Services, and

WHERE AS, the Probation Services doesn't have a copier, scanner or fax machine in their office suite and must leave to go to another office to utilize these services, and

WHERE AS, the funding for the leased printer shall be obtained from the county general fund through the Probation Services department annual budget, and

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

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

Be It Further Resolved that this resolution be effective immediately upon the passage and the required executed forms be kept at the Franklin County Finance Department for the public welfare demanding it on this the 5th day of December 2022.



Chris Guess, Honorable Mayor &
Chairman to the Commission

Attest:



Tina Sanders, County Clerk

RESOLUTION SPONSORED BY: Wiseman & Schultz

MOTION TO ADOPT: Shetters SECOND BY: Benere

VOTES: AYES 14 NAYS _____ PASS _____ ABSTAIN _____

DECLARATION: Motion passed



Proposed Solution

Konica Minolta Bizhub 300i

- Print, copy, scan, store and send any document anywhere
- Simitri HD Polymerized toner for superior image quality
- 30 pages per minute
- Thumb Drive Print & Scan
- 1200 x 600 dpi print resolution
- Fax Board
- Multi-position Finisher/Folding
- LCF 2500 sheet drawer
- Standard duplexing, Heavy stock support
- 1,000 standard paper capacity + 150 sheet bypass
- 8 GB RAM + 256 GB HD for simultaneous processing
- Dual Scan Document Feeder
- Heavy duty 150 sheet automatic document feeder



\$87.03 Per Month Includes: Lease and Maintenance. Per click contract. Black @ .005. Agreement includes Parts, Labor, Drums, Supplies excludes Staples & paper only. All shipping, freight and insurance. Pricing based upon a 60 month Lease. Please note: Picture may be different than way configured an priced!

Total Monthly Savings/Investment - ????.??
One time increase of year 4. Service only

Service Agreement

Agreement #: 228031
Dated: 11/17/22

Stanley Convergent Security Solutions, Inc.

This Agreement is made and entered into this 17th day of November 2022 between Stanley Convergent Security Solutions, Inc., hereinafter referred to as "Stanley" and Franklin County, TN, hereinafter referred to as "Customer".

System and Service

Stanley agrees to furnish labor for maintenance repair services, during the term of this Agreement, at the premises of the Customer located at:

Franklin Co. Sheriff's Department
420 Wilton Circle
Winchester, TN 37398
Phone: 931-967-2331
Email: smckay@franklincotn.us
Attn: Scotty McKay

Terms of Renewal and Expiration

This Agreement is effective as of the execution date of this Agreement and shall have an initial term of thirty-six (36) months from the first day of the first full month after a signed agreement is received and thereafter shall be automatically renewed for consecutive terms of three (3) years, unless either party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

Payment and Scope (prices do not include any applicable state and local sales or use tax):

- A. Payment: Customer agrees to pay Stanley:
\$1,425.⁰⁰ for services per month, as described in the Schedule of Service, payable monthly, quarterly, or annually, in advance commencing from the first (1st) day of the month following the date the signed agreement or on this specified date: 12/01/2022. Stanley may at any time following the expiration of a thirty-six (36) month term of this Agreement, increase the monthly charge shown above, once a term. If Stanley increases the basic monthly charge in any term by an amount greater than nine (9) percent, customer may terminate the Agreement upon written notice to Stanley within fifteen (15) days of notification of such increase.
- B. Payment Terms: All payments are net thirty (30) days from receipt of invoice.

Schedule of Service:

Total Price of \$1,425.⁰⁰/Month Provides:

Labor Only Service Agreement
(Monday thru Friday, 8am to 4pm ET)

Priority Response Plan:

Phone response within 4 business hours. Stanley will make its best effort to respond on-site within 24 business hours for critical system failures during regular business hours. Critical failures shall be defined as catastrophic failure of the system rendering the system unusable (Examples of a catastrophic failure would be the failure of a non-redundant Central Control Station PC or a PLC processor failure).

Semi-annual inspections and system calibration (†)

Free telephone consultation, during business hours

Total Diagnosis of system problems and guaranteed repair

Free remote diagnosis using our Secure Gateway(*)

(†)Note: There will be an added cost per month for service during after hours or holiday hours

(*)Note: Requires High-speed Internet connection provided and managed by you

Service Agreement

Agreement #: 228031
Dated: 11/17/22

Scope of Security Electronics System:

For the purpose of this agreement, the Security Electronics is defined to cover the following systems:

- **Touchscreen Control System**
Including PC(s), Touchscreen monitor(s) and microphone.
- **Door Control System**
Allen-Bradley programmable logic controller equipment.
Door control electrical components including door control equipment racks, relay boards, power supplies, fuses.
- **Intercom System**
Intercom and paging system components including intercom headend, intercom field devices, and speakers.
- **CCTV System**
Including Video software, licenses, server(s), camera(s) and monitor(s).
- **Access Control Interface**
Including headend components and prox reader(s).
- **Duress/ System**
Including headend equipment and pushbutton(s).
- **Utility Control Interface**
Lighting, water and receptacle contactors controlled by the security system.
- **Security Management System**
Informer security management system computer.
- **Software**
Software including PLC, intercom, and Informer software. This is for the maintenance of the current software configuration. This includes maintaining backups.

Scope of Vicon Video Management System Software Maintenance:

For the purpose of this agreement, the Vicon Video Management System Software Maintenance is defined to cover the following software:

- **Vicon Video Management Software**
Including system management, service releases, hotfixes, and minor & major release upgrades.

Not included in our agreement:

- Additional Service will be charged at the current service rates.
- Coverage on weekends, holidays, before 8:00 am, and/or coverage past 4:00 p.m., EST.
- Hardware.
- Wonderware license upgrades.
- Obsolete or discontinued equipment, including but not limited to PCs/Workstations/Servers due to OS updates.
- VCRs. We no longer service VCRs.
- Analog Cameras
- Calibration of door position switches or other door adjustments.
- Wiring outside the door control panels or consoles.
- Systems provided by others.
- Lifts or special equipment needed to service equipment mounted in high locations.
- Abnormal abuse of the system. (i.e. vandalism, abuse, neglect, customer's misuse, etc.)
- Failure of customer to provide continuous environmental conditions for which installed equipment is rated for.
- All acts beyond the control of Stanley. (i.e. fire, flood, tornado, lightning, etc.)
- Mechanical parts & labor on door lock system.
- Fire Alarm System.

Service Agreement

Agreement #: 228031
Dated: 11/17/22

Terms of Service:

1. Liquidated Damages and Stanley's Limits of Liability

- A. It is understood and agreed by the parties hereto that Stanley is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that Stanley is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by, or serviced by, Stanley, that Stanley is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Stanley's negligence or failure of performance; that Stanley is not liable for losses resulting from failure to warn or inadequate training; that Stanley is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that Stanley offers several levels of protection and services and that the system and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.
- B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INABILITY OF STANLEY TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS. THEREFORE IF SECTION 1A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON STANLEY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR \$10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, STANLEY'S LIABILITY SHALL BE LIMITED TO \$500.00.) THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE STANLEY'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF STANLEY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST STANLEY MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES STANLEY TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM STANLEY AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO STANLEY. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH STANLEY AS AN INSURER.
- C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS STANLEY, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY STANLEY OF THE INSTALLATION, MAINTENANCE, MONITORING, SIGNAL-HANDLING OR DISPATCHING ASPECTS OF THE SERVICE.
- D. Paragraphs A through C of this Section 1 shall apply to any other company or entity which, in addition to Stanley, furnishes as a subcontractor or otherwise, any installation, monitoring or maintenance services provided hereunder.
- E. **Limited Equipment Warranty**
Where Customer purchases a security system or parts under this Agreement, Stanley warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at Stanley's sole option, free of charge. Warranty repair is done 8 am-4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs, through no fault of Stanley, while the system is in the possession of the Customer, or because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, use of the software with an operating system other than that specified by Stanley or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of Stanley. If inspection by Stanley fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and Stanley's regular service charges will apply.
- DISCLAIMER OF ALL OTHER WARRANTIES:** EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE AND TO THE EXTENT PERMITTED BY LAW, STANLEY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL STANLEY, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. STANLEY MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

2. Entire Agreement

It is agreed to and understood by the parties that this Agreement, including the provisions on the attached Schedule of Service and Protection and Schedule of Equipment and Services, constitute the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of Stanley. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on Stanley until approved and accepted by Stanley as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

3. Miscellaneous Charges and Increase in Charges

- A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to contractor for facilities required for transmission of signals under this Agreement.
- B. At Stanley's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Stanley or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.
- C. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.
- D. A balance becomes delinquent thirty (30) days after payment is due under this Service Agreement. Stanley may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. Stanley may charge \$25.00 for any NSF check.

4. Further Obligations of Customer

- A. Customer, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to Stanley's requirements and telephone company interconnection jacks, if required.
- B. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by Stanley, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds Stanley harmless for any claim arising out of the foregoing and that if any work is required to be performed by Stanley, due to Customer's breach of the foregoing obligations, Customer will pay Stanley for such work in accordance with Stanley's then-current prevailing charges.
- C. For those premises where Stanley is to provide Customer Service Center monitoring, Customer shall furnish Stanley a list of the names, titles, residence addresses, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish Stanley with an authorized daily and holiday opening and closing schedule.
- D. Customer shall permit Stanley access to the premises for any reason arising out of or in connection with Stanley's rights or obligations under this Agreement.
- E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Stanley, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a Stanley-owned system).
- F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to Stanley within thirty (30) days of installation completion.
- G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold Stanley harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Stanley's inability to recover Stanley-owned system components when customer moves out of the premises.
- H. For those premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide 110 AC power supply where required as well as shelf or desk space for monitors.
- I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- J. Customer represents that, except to the extent it has given Stanley written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this contract. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond Stanley's reasonable control and Stanley shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold Stanley and its assigns harmless from and against any and all claims, cost and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to Stanley).

362

Service Agreement

Agreement #: 228031
Dated: 11/17/22

5. Further Obligations of Stanley; Limitations

- A. For those premises where Customer Service Center monitoring is provided, Stanley, upon receipt of an alarm signal from Customer's premises, shall (unless previously instructed otherwise by Customer), make a reasonable effort to transmit the alarm promptly to the police, fire department, medical agency or customer designated agency having jurisdiction or responsibility. Stanley shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received unless instructed to do otherwise by Customer. To avoid false alarms, Stanley shall have the right, in its sole judgment, to first investigate the cause of a signal by either telephoning Customer or dispatching a representative to the Customer's premises to determine whether an emergency condition exists warranting notification of the police. Customer agrees that telephone calls received or transmitted by the Customer Service Center, including the receipt and transmission of alarm signals, may be electronically recorded by Stanley, and that Customer consents to such recordings.
- B. Customer understands that, if the system installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the Customer Service Center, there may be times when that communication method is not able to transmit signals and Stanley will not receive alarm signals. Digital communicators use standard telephone lines and Stanley does not receive signals when the telephone systems becomes non-operational or the telephone line is cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit an alarm signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that Stanley offers several levels of communication methods of alarm signals to the Customer Service Center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required.
- C. In case of possible communication method trouble detected by Stanley, Stanley shall contact the communication method provider and request that it determine the location of the trouble, if unknown to Stanley. When the trouble has been traced to a Customer, Stanley will make a reasonable effort to notify Customer or the designated representative. In the event any service or repair to Customer's equipment becomes necessary, Stanley shall, within a reasonable time, dispatch a representative to Customer's premises for the purpose of making the necessary services or repair. It is understood that the communication method provider is not the agent of Stanley and Stanley shall not be liable for the communication method provider's negligent performance or delay in performance.
- D. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not Stanley's agents nor does Stanley assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- E. Stanley shall not be responsible for the replacement of equipment or parts no longer commercially available to Stanley.

6. Termination

- A. Stanley may terminate this Agreement immediately upon written notice:
 - i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, or
 - ii. In the event Stanley's Customer Service Center, the telephone lines, wires or Stanley's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
 - iii. As provided in this Service Agreement related to expiration and price increases.
- B. Customer may terminate the Agreement:
 - i. Upon sixty (60) days' written notice to Stanley prior to the end of the term;
 - ii. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using equipment owned by Stanley or its assignee, the Customer must pay Stanley all payments remaining to be made under this Agreement through its scheduled expiration; or
 - iii. As provided in this Service Agreement relating to expiration, price increases, and assignment.
- C. Upon termination of this Agreement, Customer shall permit Stanley access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the equipment.

7. Assignment

This Agreement is not assignable by the Customer except upon written consent of Stanley first being obtained. Stanley shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

8. No Subrogation

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

9. Trial by Jury

Both parties to this agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this agreement.

10. Choice of Law

This agreement is entered into in the State of Indiana and shall be interpreted, enforced and governed under the laws of the State of Indiana without regard to application of conflicts of laws principals that would require the application of any other law. Any action regarding this agreement or otherwise brought against Stanley by or on behalf of any party to this agreement, its agents, assigns, subsidiaries, and/or executors shall be maintained in a court in Indianapolis, Indiana. If the claim could be brought in federal court, the action shall be maintained in the United States District, Indianapolis Division.

Please sign below. Upon receipt, Stanley will execute and return a fully executed copy to you.

<p>Stanley Convergent Security Solutions, Inc.</p> <p>Sales Representative <u> Matt Hildebrand </u> Approved and accepted by Stanley</p> <p>By _____</p> <p>Title _____</p> <p>Date _____</p>	<p>CUSTOMER By (Signature) _____</p> <p>Name (Print or Type) _____</p> <p>Title _____</p> <p>Date _____</p> <p>Bank Reference _____ Telephone _____</p> <p>Account Number _____</p>
<p>NOT BINDING ON Stanley WITHOUT AUTHORIZED MANAGEMENT APPROVAL SIGNATURE</p>	

License information: AL 05-888, Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116 (334) 264-9388; AZ ROC204975; AR E 2005 0042, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72209 (501)618-8600; CA AC06055; 848019, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DE 2004207617; 04-158; FL 519432; EF20000495; EF0001047; IL 127001274; LA D1173; BF1431; ME MC60018704; MD 107-1174, Maryland state police, licensing division, 7751 Washington Blvd, Jessup, MD 20794; MA C1628; MI 652229; MN TS01212; NJ 639887; 1074485; NY 12000269398, Licensed by NYS Dept. of State; NC 714-CSA; OH 20052600; 53-89-1512; OK 953; OR 161597; PA 63163544; RI 3935; SC FA3387; BA5501; TN C-1180; TX B02140; ACR2639, Texas Com'n on Private Security, 5805 Lamar Blvd., Austin 78773; UT 57040669-6501; VA 11-4298; 2705-087235A, Commonwealth of Virginia, Dept of Criminal Justice Services, 805 East Broad Street, 9th FL., Richmond, VA 23219; WA SECURI*968ON; WI 969322; WY LV-A-32; TLY-G-613; 5-06669

360

RESOLUTION 12b-1222
A RESOLUTION AUTHORIZING
A MULTIPLE YEAR CONTRACT FOR THE SECURITY ELECTRONICS SYSTEM
FOR THE FRANKLIN COUNTY JAIL FACILITY

WHEREAS, the Franklin County Sheriff has the duty of maintaining security for the operations of the Franklin County Jail Facility, and

WHEREAS, the Sheriff current electronic security service warrant contract is to end shortly and needs to be re-established, and

WHEREAS, the funding for this service contract is derived from the county general fund, Sheriff's Budget 101-54110 and is currently funded and requires no budget amendment, and

WHEREAS, the following company and the Sheriff are in agreement of the terms provided in the contract and the Sheriff legally can't enter into a multi-year contract without County Commission approval per TCA 7-51-904, and

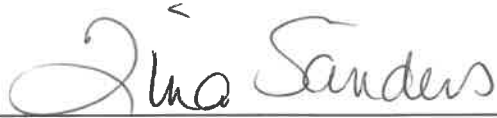
NOW, THEREFORE, Be It Resolved by the Franklin County Board of Commissioners that the Franklin County Finance Director be authorized per TCA 5-21-118, to enter into a multi-year contract agreement on behalf of the Franklin County Sheriff with Stanley Convergent Security Solutions Inc., and the contract is not to extend over a period of more than thirty-six (36) months.

Be It **Further Resolved** that this resolution be effective immediately upon the passage and the required executed forms be kept at the Franklin County Finance Department for the public welfare demanding it on this the 5th day of December 2022.



Chris Guess, Honorable Mayor &
Chairman to the Commission

ATTEST:



Tina Sanders, County Clerk

RESOLUTION SPONSORED BY : Wiseman & Riddle.....

MOTION TO ADOPT: Shelters_____

SECOND BY: Benere_____

VOTES: AYES 14 NAYS _____

DECLARATION: Motion passed_____

RESOLUTION 12c-1222
A RESOLUTION AUTHORIZING
A MULTIPLE YEAR CONTRACT FOR THE ELECTRONIC MONITORING SERVICES
FOR THE FRANKLIN COUNTY GENERAL SESSIONS & JUVENILE COURT

WHEREAS, the Franklin County General Sessions Judge is utilizing electronic monitoring services for some court defendants, and

WHEREAS, the Judge recognizes electronic monitoring services will be a cost savings for the county and a way to monitor defendants and protect victims if warranted, and

WHEREAS, the funding for this service contract is derived from the county general fund, 101-53900 Other Administration of Justice and is currently funded and requires no budget amendment, and

WHEREAS, the following company and Judge Stewart agree to the terms provided in the one-year contract, with the option to renew, and the Judge legally can't enter into a multi-year contract without County Commission approval per TCA 7-51-904, and

NOW, THEREFORE, Be It Resolved by the Franklin County Board of Commissioners that the Franklin County Finance Director or General Sessions Judge be authorized per TCA 5-21-118, to enter into a multi-year contract agreement on behalf of the Franklin County with Tracking Solutions, and the contract may extend beyond the one (1) year period if said parties agree.

Be It **Further Resolved** that this resolution be effective immediately upon the passage and the required executed forms be kept at the Franklin County Finance Department for the public welfare demanding it on this the 5th day of December 2022.



Chris Guess, Honorable Mayor &
Chairman to the Commission

ATTEST:



Tina Sanders, County Clerk

RESOLUTION SPONSORED BY: Schultz & Wiseman-----

MOTION TO ADOPT: Shettlers_____

SECOND BY: Benere_____

VOTES: AYES 14___ NAYS___

DECLARATION: Motion passed_____

AGREEMENT FOR ELECTRONIC MONITORING SERVICES
Between Tracking Solutions and Franklin Co, TN

This Agreement, effective as of Nov. 1, 2022 ("the effective date"), is between Tracking Solutions, a sole proprietorship ("Company"), having an office at 239 Veteran's Pkwy, Suite F1, Murfreesboro, TN 37128 and Franklin Co, TN ("Customer"), a government agency, having an office at 440 George Fraley Pkwy, Winchester, TN 37398 .

WHEREAS, Customer desires to have the ability to electronically monitor certain individuals using electronic monitoring equipment that is worn/used by each of those individuals and which communicates with a monitoring center.

WHEREAS, Company agrees to fulfill the Customer's desires as set forth above by providing equipment and/or services and certain limited use rights.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the receipt of other goods and valuable consideration, the parties agree as follows:

1. Scope of Work: Company will provide Customer electronic monitoring equipment. Customer will receive and process alarms in the manner that best suits the needs of the Customer. Company shall facilitate initial and on-going training as well as provide equipment as needed.

2. Agreement Term and Renewal: This Agreement shall begin on the Effective Date for a one (1) year term as provided herein ("Initial Term"), ending on twelve months from the effective date. Following the Initial Term, this Agreement, its terms and conditions, and authorized amendments, will renew automatically for succeeding periods of one (1) year each on the anniversary of the Effective Date. However, either party may terminate this Agreement at any time with or without cause by providing at least ninety (90) days written notice of termination to the other party. Customer shall pay Company for the equipment and/or services provided as set forth in the Attached Exhibit for the period prior to and after such termination notice and until such time as the equipment is returned to Company.

3. Customer Obligations:

3.1 General: Customer understands agrees and acknowledges that during the Term it shall (a) retain complete authority and responsibility for the selection, management and administration of individuals who participate in electronic monitoring, (b) identify and make available Customer staff and/or equipment in order to use and access the Monitoring Services, (c) perform or oversee orientation, installation and de-installation of equipment, (d) establish alarm notification protocols and parameters that best meet the needs of Customer, offenders, courts and public safety, (e) establish an alarm responsibility protocol for personnel to handle equipment alarms (f) seek assistance or training as needed so that Customer is proficient at using electronic monitoring equipment and software and, (g) ensure that Customer contact information is up to date at all times so that equipment alarms are sent to the correct location.

3.2 Computers/Phones: Customer shall provide its own computer hardware and internet access that meets manufacturer's minimum requirements for access to the monitoring service. Customer is responsible for providing computer and/or phone access to receive alarms per the alarm protocol chosen by Customer.

3.3 Payment: Customer shall pay for services herein within thirty (30) days of Company's invoice, to be issued at the end of each calendar month. Any invoices not paid within thirty (30) calendar days may be deemed a "Late Payment Breach" of this Agreement. Company shall notify Customer in writing (with email and fax also being allowable as in writing) of any Late Payment Breach and Customer shall have ten (10) calendar days to cure ("late Payment Cure Period"). If the Late Payment Breach is not cured within the Late Payment Cure Period, Company shall have the absolute right to immediately deactivate any products and services pursuant to this Agreement and make any attempts necessary to collect monies due, Company's attorney's fees and 1 ½ percent interest per month in which the payment is overdue. Customer agrees to be responsible for taxes, if any, relating to this Agreement

3.4 Equipment: Customer is responsible for any and all loss or damage to, or theft of, the equipment. Damage is defined as any and all damage to the casings, straps, covers, etc. Damage includes cosmetic damage to equipment up to and including damage that renders the equipment inoperable. If the equipment is damaged, lost or stolen while in Customer's possession, Customer agrees to pay Company the full cost to repair or replace such equipment based on the rates set forth by the manufacturer at the time of repair/replacement. Any decision to repair or replace equipment shall be made by Company at Company's sole discretion. Customer has the option in Addendum A to select insurance to help offset the cost of lost, stolen or damaged equipment. If Customer doesn't select any option in the insurance section, Company will assume Customer declines the insurance. The cost for repair or replacement is set by the manufacturer and is subject to change.

3.5 Invoices: Customer will receive a detailed invoice monthly. Customer shall notify Company of any discrepancies. If Company is not notified within sixty (60) days of any discrepancies, the invoice will be considered complete and accurate.

4. Company Obligations:

4.1 Equipment: At the time of initial training, Company will supply to Customer an installation kit for equipment which includes parts necessary to utilize equipment.

4.2 Accessories: Accessories are items that are needed to use the devices such as straps, cosmetic caps, mouth pieces, chargers, etc. An initial accessories supply is given to the Customer. Thereafter, the Customer is responsible for replacing any accessories as needed. Pricing for accessories is set by the manufacturer and is subject to change. Accessories that are found to be defective will be replaced at no cost to the Customer.

4.3 Shipping: Equipment will be shipped from Company to Customer via standard shipping at no cost to the Customer. Overnight shipping at the Customer's request will be billed to Customer. Return shipping will be at Customer's expense and choice of shipping method, unless the equipment is returned for technical reasons. If returned for this reason, Company will provide Customer a pre-paid shipping label upon notice by Customer.

4.4 Training: Company will provide Customer reasonably necessary training for personnel who shall be monitoring individuals so that personnel may properly use the user interface for monitoring individuals. Training may be in via person or webinar, depending upon the initial quantity of individuals to be monitored. Customer access to the software shall be generally limited to password controlled internet access and no software will be delivered to Customer.

4.5 Customer Support: Company shall provide customer service to Customer as reasonably necessary to provide assistance to and to update Customer on any changes or updates to the equipment, monitoring services and overall operation of the monitoring system. Customer support shall include answering Customer questions, technical support, equipment information, and software assistance. Customer support will be provided from Company as well as the equipment manufacturer.

4.6 Pricing: See Attachment A

5. Breach and Non-payment Termination: Unless otherwise noted herein, in the event a breach of this Agreement occurs by Customer for any reason, then Company shall notify Customer who shall then have ten (10) business days to cure said breach. In the event of a failure to cure, Company, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement upon seventy-two (72) hours notice. The occurrence of any of the following events shall constitute a breach under this Agreement: (i) either Party fails to comply with any other term, condition or covenant contained in this Agreement and does not cure that failure as specified herein; (ii) a petition in bankruptcy is filed by or against either Party or a receiver or trustee of any property of either Party is appointed, (iii) either Party is dissolved, liquidated, or terminated, or either Party ceases its ongoing business operations, sales activity or support services, without prior written consent of the other Party, (iv) any act or omission of either Party, which adversely affects the reputation of the other; (v) the passage of any legislation which would impair or jeopardize the ability of Company to maintain Company's proprietary rights in its intellectual property for the products and services covered by this Agreement.

6. Nondisclosure: The parties hereto agree to protect all confidential proprietary information provided by one party to the other, and not to publish or disclose the other party's information to any third party without the other's written permission. The term proprietary information means confidential materials, documents, data and other information which Company or Customer has designated or marked as proprietary and confidential. Neither Company nor Customer will be required to protect proprietary information that is or becomes publicly available (other than as a result of a breach of this Agreement), is independently developed by such party outside the scope of this Agreement, or is rightfully obtained from third parties.

7. Warranty and Indemnity: Company is leasing the equipment to Customer "as-is". Company agrees to transfer to Customer as necessary and to the extent permitted by law or applicable contracts, any warranties made to Company by a manufacturer or vendor of the equipment to the extent permitted by law or applicable contracts. Customer agrees that, regardless of cause, Customer shall not assert any claim whatsoever against Company for any and all direct, special or indirect damages, without limitation, which may result from use of equipment, monitoring and other services or any obligation of Company under this Agreement. Customer understands that Company and the manufacturer(s) of the equipment are separate, independent companies, and that neither a manufacturer nor any vendor of the equipment is Company's agent, partner or joint venture. Customer agrees that no representation, guaranty, or warranty by a manufacturer or any vendor of the equipment is binding on Company, and no breach by a manufacturer or any such vendor shall excuse Customer obligations hereunder.

Notwithstanding anything to the contrary in this Agreement, Company MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION

WITH THIS AGREEMENT, THE EQUIPMENT, THE USER INTERFACE OR THE MONITORING SERVICE. Company is not responsible for any injuries, damages, or losses to Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access, the user interface, the failure to follow any instructions or abide by any policies related thereto or to the monitoring service, or the failure of the same to operate as anticipated, including, without limitation, as a result of any defects in the manufacturing or programming of the same or any failure of the equipment, user interface or monitoring service to operate for any reason, other than any such injuries, damages or losses caused by the gross negligence of Company. Customer's sole remedy against Company for any failure whatsoever relating in any way to the use of equipment, monitoring and other services all be limited to the replacement of equipment, if applicable; provided that any such failure of equipment, monitoring and other services was not caused by any act or omission on part of Customer. Notwithstanding anything to the contrary in this Agreement, Company shall not be liable for any loss, damage, detention, failure to perform or delay resulting from any cause whatsoever beyond Company's reasonable control or resulting from a *force majeure*, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection, acts of terrorism, war, embargo, power outages, downed cell sites, internet connection problems or similar causes.

To the extent permitted by federal and state law, Customer shall indemnify and hold harmless Company for matters that involve monitoring of, or in anyway providing services to agencies and any claim, injury, loss, damage or expense arising out of willful and intentional acts of Customer or individuals monitored. Customer acknowledges that neither the Company, equipment, nor the monitoring service shall prevent, and that neither is intended to prevent, any client of Customer from committing any harmful, tortious, or illegal acts. Customer further acknowledges that it may be possible for a client to remove the equipment by unauthorized means, and that Company expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such a client while using the equipment, as well as any liability for any acts committed by a client who removes the Equipment and subsequently engages in any harmful, tortious, or illegal acts. Should any disclaimer or limit on liability for consequential damages set forth herein be found invalid under the laws or policy of the State under which the terms of this Agreement are interpreted, then such consequential damages shall be liquidated and shall equal \$100 per consequential injury or loss. ~~Customer acknowledges and agrees that use of the equipment and the monitoring service shall be reserved for those clients of Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property.~~ Customer agrees to indemnify, defend and hold Company harmless from and against any and all claims for any losses, damages, or injuries, which may be asserted on any basis, including those listed above, by client or any other third party against Company. The provisions of this section shall continue to be in force even after the expiration of the Agreement Term. DL
MS

8. Miscellaneous Provisions:

8.1 Ownership: Customer is neither the owner of the equipment nor has title to the equipment. Customer may not sell, transfer, or assign the equipment, without the express prior written permission of Company. Customer may not attempt to alter or otherwise tamper with equipment. Customer agrees that it shall at all times keep the equipment free from any legal process or lien whatsoever, and agrees to give Company immediate notice if any legal process or lien is asserted or made against the equipment.

8.2 Continued Performance: When this Agreement terminates, both parties will continue to comply with all of the terms of this Agreement which call for performance prior or subsequent to the termination date, including their respective obligations to protect confidential and proprietary information.

8.3 Statute of Limitations: The parties hereby agree that the statute of limitations for any action for fault hereunder by either party, including for breach of warranty or indemnity, shall be one (1) year after a cause of action occurs.

8.4 Choice of Law: This Agreement shall be governed, interpreted and construed under the laws of the State of Tennessee.

8.5 Authority: Customer also understands that only an officer of Company is authorized to waive or alter any of the terms of this Agreement, and that any such waiver or alteration must be in writing signed by Company.

8.6 No Third Party Beneficiaries: This Agreement is intended for the exclusive benefit of Company, Customer and their permitted affiliates and permitted assigns, and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

8.7 Assignment: No transfer or assignment of this Agreement or any licenses or rights hereunder shall occur without Company's express written consent. Any purported assignment or transfer of this Agreement or licenses or rights hereunder by the Customer without Company's written consent shall be null and void (without affecting any other licenses or rights hereunder).

8.8 Successors: This Agreement shall be binding upon the respective successors, affiliates and permitted assigns of the parties.

8.9 Modifications and Waivers: If either party waives or modifies any term or condition of this Agreement, this will not void, waive or change any other term or condition. If either party waives a default by the other, this will not waive future or other defaults. If any part of this Agreement, for any reason is declared to be invalid, it shall be deemed modified as necessary to be valid. The remainder of this Agreement shall continue in effect as if the Agreement has been entered without the invalid portion.

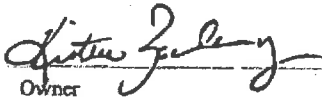
8.10 Notices: Notices to the parties hereto pursuant to this Agreement shall be given in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, (b) on the date sent by facsimile or electronic mail if sent during normal business hours, and otherwise on the next business day if sent after normal business hours of the recipient, (c) on the date of the recipient's signature if sent via an overnight service or (d) on the 3rd business day following the date of mailing if sent via USPS.


8.11 Signatures: A manually signed copy of this Agreement or any other transaction documents delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9. Entire Agreement: This Agreement sets forth the full understanding between the parties and may only be changed in writing, duly executed by both Parties. No party has made any representations, oral or written, modifying or contradicting the terms of this Agreement. The parties may not amend, modify, or panel this Agreement except as provided herein. Customer also understands that only an officer of Company is authorized to make such amendments, modifications or cancelations.

10. Acknowledgement: The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same, including all of the terms and conditions.

In witness whereof, each of the parties has executed this Agreement as of the date and year first set forth herein on Page 1.

COMPANY: Tracking Solutions
Printed Name: Kristen Zachary
Signature: 
Title: Owner
Address: 239 Veteran's Pkwy, Suite F-1
Murfreesboro, TN 37128
Phone: 615-337-9367
Email: kristen@TrackingSolutionsNow.com

CUSTOMER: Franklin Co, TN
Printed Name: David L. Stewart
Signature: 
Title: General Sessions/Juvenile Judge
Billing Address: 440 George Fraley Pkwy
Winchester, TN 37398
Billing Phone: 931-962-4133
Billing Email: bhouston@franklincotn.us
Shipping Address
(If different than above) SAA

Attachment A

PRICING SCHEDULE

GPS Tracking						
Product Name	Service	Alarm Notification	Data Collection Times	Daily Rate 0-9 Active Devices	Daily Rate 10-24 Active Devices	Daily Rate 25+ Active Devices
Active GPS Device ¹	ReliAlert™ Premium and Standard	Includes Monitoring Center Alarm Intervention: Data reported in real time. Alarm notification via voice, email and/or text including calls to officer and to individual on device. Each alarm is customized for your agency. Ideal for highest risk or domestic violence cases.	1 minute	\$6.50	\$6.00	\$5.50
Inactive GPS devices	n/a	n/a	\$1.50	\$1.50	\$1.50 + 10% of active devices credited	\$1.50 + 15% of active devices credited

App Tracking						
Product Name	Service	Alarm Notification	Data Collection Times	Daily Rate 0-9 Active Devices	Daily Rate 10-24 Active Devices	Daily Rate 25+ Active Devices
Victim App ²	Victim App	Notifies victim of offender proximity regardless of location. Includes panic button. Real time notification via phone/text/email.	n/a	\$2.00	\$2.00	\$2.00
VCheck24™ App Tracking ²	Offender Tracking via App	Offender tracking via smartphone app. Real time notification via email or text.	every 3-5 min. while moving	\$3.00	\$2.75	\$2.50

Alcohol Monitoring			
Product Name	Service	Alarm Notification	Daily Rate
SoberLink™ Alcohol Device	SoberLink™ Active via handheld device	real time via mail and/or text + daily summary report	\$7.00
TAD Alcohol Device	Transdermal Alcohol Detection ankle monitor	Email + daily report	\$8.00
Inactive Alcohol Device	n/a	n/a	\$1.50

¹Optional insurance

There is a \$1.00 per calendar day insurance option that will cover certain lost, stolen or damaged equipment assigned to Customer. The insurance charge applies to all devices, active or inactive. There is a \$100.00 deductible applied to the transmitter, if unrecovered. Idle charges will continue until equipment has been reported as lost/stolen/damaged, at which time daily charges cease. *If the insurance option is not selected, Customer will be responsible for all damaged, lost, stolen equipment at the normal replacement rate. If no option is selected by the Customer, Company will assume Customer does not want insurance.* The insurance may be added or removed from the account at any time by written permission from the Customer.

Choose One of the following: _____ Insurance Accepted _____ Insurance Declined

²Requires smart phone and data plan.

RESOLUTION NO.: 12d-1822

**A RESOLUTION ADOPTING MODEL CODE OF ETHICS
FOR FRANKLIN COUNTY, TENNESSEE**

WHEREAS, the Board of County Commissioners of Franklin County, Tennessee did on December 4, 2006 adopt a Code of Ethics for Franklin County, Tennessee (See Resolution H-5-1206-05), and

WHEREAS, since that date there have been various changes in applicable Tennessee state laws regarding ethics matters that affect county government, specifically T.C.A. § 35-21-121 and T.C.A. § 5-14-114, and

WHEREAS, it is therefore necessary that Franklin County, Tennessee adopt the updated County Technical Assistance Service Model Ethics Policy as described in the memorandum from the Tennessee Ethics Commission, as set forth in Exhibit "A" and Exhibit "B" attached hereto, incorporated herein and made a part hereof, and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Franklin County, Tennessee, meeting in its regular session on this _____ day of _____, 2022, Franklin County, Tennessee does hereby adopt the updated Model Ethics Policy attached hereto as Exhibit "B" and as of this date the same shall become the Code of Ethics for Franklin County, Tennessee, and

BE IT FURTHER RESOLVED that the County Clerk shall notify the Tennessee Ethics Commission in writing that Franklin County has adopted the updated Model Ethics Policy at the address set forth in Exhibit "A" hereto, and

BE IT FURTHER RESOLVED that the Franklin County Board of Commissioners is in support of the Model Code of Ethics and a copy of this Model Code of Ethics shall be distributed to all officials (whether appointed or elected), board members, committee members and employees (whether compensated or not) of Franklin, County, Tennessee.

BE IT RESOLVED that this Resolution shall take effect immediately upon its passage, the welfare of Franklin County, Tennessee requiring it.

ADOPTED this 5th day of December, 2022.

APPROVED:

Chris Guess
Chris Guess, Mayor and Chair

ATTEST:

Tina Sanders
Tina Sanders, County Clerk

RESOLUTION SPONSORED BY: Riddle & Eldridge

MOTION TO ADOPT: Shelters **SECOND:** Benere

VOTES: AYES: 14 NAYS:

DECLARATION: passed

EXHIBIT "A"



CTAS MODEL ETHICS POLICY - 2022

The General Assembly passed the "Comprehensive Governmental Ethics Reform Act of 2006" in February of 2006, which is codified at T.C.A. § 8-17-101 *et seq.* Among other provisions, the Ethics Reform Act requires local governments to adopt ethical standards related to the acceptance of gifts and disclosure of conflicts of interest and directs CTAS to develop a model policy.

We have updated the CTAS Model Ethics Policy due to changes in the law since the Model Policy was first drafted. Specifically, in 2021, Public Chapter 472 was enacted, which amends T.C.A. § 5-21-121, the conflict-of-interest provision of the County Financial Management System of 1981. In 2022, Public Chapter 700 was enacted, which amends T.C.A. § 5-14-114, the conflict-of-interest provision of County Purchasing Law of 1957.

Adoption of Ethics Policy

Adoption of the updated CTAS model policy is not required. The county can keep using the policy it adopted in 2007. If the county adopts the updated model policy as it is written with no changes, the county may simply notify the State Ethics Commission in writing at the address below that the county has adopted the updated model policy.

Tennessee Ethics Commission
404 James Robertson Parkway
Ste. 104
Nashville, TN 37243
615-741-7959



EXHIBIT "B"

**CODE OF ETHICS
FRANKLIN COUNTY, TENNESSEE**

Section 1. Definitions.

(1) "County" means Franklin County, which includes all boards, committees, commissions, authorities, corporations, or other instrumentalities appointed or created by the county or an official of the county, and specifically including the county election commission and the county health department.

(2) "Officials and employees" means and includes any official, whether elected or appointed, officer, employee or servant, or any member of any board, agency, commission, authority or corporation (whether compensated or not), or any officer, employee or servant thereof, of the county.

(3) "Personal interest" means, for the purpose of disclosure of personal interests in accordance with this Code of Ethics, a financial interest of the official or employee, or a financial interest of the official's or employee's spouse or child living in the same household, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.

Section 2. Disclosure of personal interest in voting matters. An official or employee with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and to be included in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from voting on the measure.

Section 3. Disclosure of personal interest in non-voting matters. An official or employee who must exercise discretion relative to any matter other than casting a vote and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion, when possible, the interest on the attached disclosure form and file the disclosure form with the county clerk. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from the exercise of discretion in the matter.

Section 4. Acceptance of gifts and other things of value. An official or employee, or an official's or employee's spouse or child living in the same household, may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the county:

(1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or

(2) That a reasonable person would understand was intended to influence the vote, official action, or judgment of the official or employee in executing county business.

An official or employee who accepts any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the county shall disclose such acceptance on the attached disclosure form and file the disclosure form with the county clerk.

It shall not be considered a violation of this policy for an official or employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of county government officials or by an umbrella or affiliate organization of such statewide association of county government officials.

Section 5. Ethics Complaints. A County Ethics Committee (the "Ethics Committee") consisting of five members shall be appointed to one-year terms by the county mayor with confirmation by the county legislative body, to be appointed each year at the same time as internal committees of the county legislative body. At least three members of the committee shall be members of the county legislative body; one member shall be a constitutional county officer or, should no constitutional county officer be willing to accept appointment, an additional member of the county legislative body; and the remaining member may be either a member of a board, committee, commission, authority, corporation, or other instrumentality governed by this policy, or an additional member of the county legislative body. The Ethics Committee shall convene as soon as practicable after their appointment and elect a chair and a secretary. The records of the Ethics Committee shall be maintained by the secretary and shall be filed in the office of the county clerk, where they shall be open to public inspection.

Questions and complaints regarding violations of this Code of Ethics or of any violation of state law governing ethical conduct should be directed to the chair of the Ethics Committee. Complaints shall be in writing and signed by the person making the complaint and shall set forth in reasonable detail the facts upon which the complaint is based.

The County Ethics Committee shall investigate any credible complaint against an official or employee charging any violation of this Code of Ethics or may undertake an investigation on its own initiative when it acquires information indicating a possible violation, and make recommendations for action to end or seek retribution for any activity that, in the Committee's judgment, constitutes a violation of this Code of Ethics. If a member of the Committee is the subject of a complaint, such member shall recuse himself or herself from all proceedings involving such complaint.

The Committee may:

(1) Refer the matter to the county attorney for a legal opinion and/or recommendations for action;

(2) In the case of an official, refer the matter to the county legislative body for possible public censure if the county legislative body finds such action warranted;

(3) In the case of an employee, refer the matter to the official responsible for supervision of the employee for possible disciplinary action if the official finds discipline warranted;

(4) In a case involving possible violation of state statutes, refer the matter to the district attorney for possible ouster or criminal prosecution;

The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this Code of Ethics. When a violation of this Code of Ethics also constitutes a violation of a personnel policy or a civil service policy, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this Code of Ethics.

Section 6. Applicable State Laws. In addition to the ethical principles set out in this Code of Ethics, state laws also provide a framework for the ethical behavior of county officials and employees in the performance of their duties. Officials and employees should familiarize themselves with the state laws applicable to their office or position and the performance of their duties. To the extent that an issue is addressed by state law (law of general application, public law of local application, local option law, or private act), the provisions of that state law, to the extent they are more restrictive, shall control. Following is a brief summary of selected state laws concerning ethics in county government. For the full text of these statutes, see the Tennessee Code Annotated (T.C.A.) sections indicated.

Campaign finance – T.C.A. Title 2, Chapter 10. Part One (campaign financial disclosure) requires candidates for public office to disclose contributions and contributors to their campaigns. Part Three (campaign contribution limits) limits the total amount of campaign contributions a candidate may receive from an individual and sets limits on the amount a candidate may receive in cash.

Conflict of interest – T.C.A. § 12-4-101 is the general conflict of interest statute that applies in all counties. It prohibits anyone who votes for, lets out, or in any manner supervises any work or contract from having a direct financial interest in that contract, purchase or work, and it requires disclosure of indirect financial interests by public acknowledgment.

Conflict of interest – T.C.A. § 49-6-2003 applies to the department of education in all counties and prohibits direct and indirect conflicts of interest in the sale of supplies for use in public schools.

Conflict of interest – T.C.A. § 5-1-125 applies in all counties and prohibits county officials and employees from purchasing surplus county property except where it is sold by public bid.

Conflict of interest – T.C.A. § 54-7-203 applies in all counties that are governed by the County Uniform Highway Law. It prohibits officials and employees in the highway department and members of the county legislative body from having any personal interest in purchases of supplies, materials, machinery, and equipment for the highway department.

Conflict of interest – T.C.A. § 5-14-114 applies in counties that have adopted the County Purchasing Law of 1957. It prohibits the purchasing agent, members of the county purchasing commission, members of the county legislative body, and other officials of the county from having a direct interest in a contract or purchase order for supplies, materials, equipment, or contractual services used by or furnished to a department or agency of the county government.

Conflict of interest – T.C.A. § 5-21-121 applies in counties that have adopted the County Financial Management System of 1981. It prohibits the director, purchasing agent, members of the committee, members of the county legislative body, other officials of the county, members of the board of education, members of the highway commission, and employees of the finance department and purchasing department from having a direct interest in the purchase of supplies, materials, equipment, or contractual services for the county. In addition, it requires the disclosure of indirect financial interests by public acknowledgment.

Conflict of interest – T.C.A. § 5-5-112 governs conflict of interests of members of the county legislative body who are also employees of the county or whose spouse is an employee of the county.

Conflict of interest disclosure statements – T.C.A. § 8-50-501 and the following sections require candidates and appointees to local public offices to file a disclosure statement with the state ethics commission listing major sources of income, investments, lobbying activities, professional services provided, bankruptcies, certain loans, and other information, and to keep these statements up to date.

Gifts – T.C.A. § 5-14-114 applies in counties that have adopted the County Purchasing Law of 1957. It prohibits the purchasing agent, members of the county purchasing commission, members of the county legislative body, and other officials of the county from accepting or receiving, directly or indirectly, from a person, firm, or corporation to which a contract or purchase order may be awarded, by rebate, gift, or otherwise, money or anything of value whatsoever, or a promise, obligation, or contract for future reward or compensation.

Gifts – T.C.A. § 5-21-121 applies in counties that have adopted the County Financial Management System of 1981. It prohibits the finance director, purchasing agent, and employees in those departments from accepting anything of value, directly or indirectly, from anyone who furnishes supplies, materials or equipment to the county.

Honoraria – T.C.A. § 2-10-116 prohibits elected officials from accepting an honorarium (including money or anything of value, but not including reimbursement for actual expenses) for an appearance, speech, or article in their official capacity.

Private use of public property – T.C.A. § 54-7-202 applies in counties that are governed by the County Uniform Highway Law. It prohibits the private use of equipment, rock, and other highway materials.

Court sales – T.C.A. § 39-16-405 prohibits judges, clerks of court, court officers, and employees of court, from bidding on or purchasing any property sold through the court for which such person discharges official duties.

Sheriff sales - T.C.A. § 8-8-206 prohibits sheriffs and deputy sheriffs from purchasing, either directly or indirectly, any property sold through their own judicial sale no matter which court is involved.

Rules of the Supreme Court – Rule 10, Cannon 5 (Code of Judicial Conduct) establishes ethical rules for judges and other court personnel when exercising judicial functions.

Fee statutes – T.C.A. §§ 8-21-101, 8-21-102, and 8-21-103 set out circumstances where fees are authorized, prohibit officials from requiring payment of fees in advance of performance of services except where specifically authorized, and set penalties for charging excessive or unauthorized fees.

Consulting fee prohibition for elected county officials – T.C.A. §§ 2-10-122 and 2-10-124 prohibit officials from receiving compensation for advising or assisting a person or entity in influencing county legislative or administrative action.

Crimes involving public officials– T.C.A. § 39-16-101 and the following sections prohibit bribery, soliciting unlawful compensation, and buying and selling in regard to offices.

Official misconduct – T.C.A. § 39-16-402 applies to public servants and candidates for office and prohibits unauthorized exercise of official power, acting in an official capacity exceeding the servant's power, refusal to perform a duty imposed by law, violating a law relating to the servant's office or employment, and receiving a benefit not provided by law.

Official oppression – T.C.A. § 39-16-403 prohibits abuse of power by a public servant.

Bribery for votes – T.C.A. §§ 2-19-121, 2-19-126, and 2-19-127 prohibit bribery of voters in elections.

Misuse of official information – T.C.A. § 39-16-404 prohibits a public servant from attaining a benefit or aiding another person in attaining a benefit from information which was obtained in an official capacity and is not available to the public.

Ouster law – T.C.A. § 8-47-101 sets out conduct which is punishable by ouster from office, including misconduct in office and neglect of duty.

_____ COUNTY CODE OF ETHICS

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Instructions: This form is for reporting personal interests required to be disclosed under Section 3 of the Code of Ethics of this county. Officials and employees are required to disclose personal interests in matters that affect or would lead a reasonable person to infer that it would affect the exercise of discretion of an official or employee.

1. Date of disclosure: _____

2. Name of official or employee: _____

3. Office and position: _____

4. Description of personal interest (describe below in detail):

Signature of official or employee

Witness Signature

Printed name of witness

_____ COUNTY CODE OF ETHICS

GIFT DISCLOSURE STATEMENT

Instructions: This form is for reporting the acceptance of any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the county required to be disclosed under Section 4 of the Code of Ethics of this county.

1. Date of disclosure: _____

2. Name of official or employee: _____

3. Office and position: _____

4. Description of gift, money, gratuity, or other consideration or favor (describe below in detail):

Signature of official or employee

Witness Signature

Printed name of witness

RESOLUTION 12e-1222

Resolution authorizing Franklin County Mayor to Execute an amendment to the Contract Obligation in Lieu of Performance Bond with the State of Tennessee permit Franklin County Sanitary Landfill # SNL260000123 with Tennessee Department of Environment & Conservation for the Fiscal Year 2022 - 2023

Whereas, the Franklin County Legislative Body has a duty to the citizens of Franklin County, insuring public health and welfare of all; and

Whereas, the Franklin County is required to make provisions to monitor & remove all liability in post closure cost of the above mentioned landfill located on State Route 16 assuring public health and welfare; and


Whereas, the State of Tennessee Department of Environment & Conservation administer all Contracts of Obligation in Lieu of Performance Bonds for such post closures of sanitary landfills and adjust for inflation annually as necessary, and

Whereas, the Franklin County Commission intends to approve the annual contract agreement with the Tennessee Department of Environment & Conservation and the County Mayor requires authority to approve and amend said contracts from the Franklin County legislative body,


THEREFORE, BE IT RESOLVED:

1. That the County Mayor of Franklin County is authorized to execute the amended above mentioned contract on behalf of Franklin County for the FY 2022-2023.
2. That executed agreement shall be on file at the Franklin County Finance Department.

Approved at the special called meeting held on the 5th day of December, 2022.


 Chris Guess, Honorable County Mayor
 & Commission Chair

ATTEST:


 Tina Sanders, County Clerk

RESOLUTION SPONSORED BY: Wiseman & Riddle

MOTION TO ADOPT: Shettlers SECOND: Benere

VOTES: AYES: 14 NAYS: ABSTAIN:

DECLARATION: Passed

FINANCIAL RESPONSIBILITY

CUSTOMER DATABASE

DIVISION	Solid Waste Management		Evaluated by: DFL 10/20/2020
(UST ONLY)	<input type="checkbox"/> FUND PARTICIPANT <input type="checkbox"/> ELIGIBILITY ASSUMED	<input type="checkbox"/> FUND PARTICIPANT <input type="checkbox"/> NOT FUND ELIGIBLE	<input type="checkbox"/> NOT PARTICIPATING IN THE FUND
OWNER/ OPERATOR NAME	Franklin County Landfill	Franklin County Finance Department	
ADDRESS	855 Dinah Shore Blvd., Suite #3	P. O. Box 518	
	Winchester, TN 37398	Winchester, TN 37398	
CONTACT PERSON	Mr. David Alexander	Andrea L. Smith	Sharon Byrum
TITLE	Mayor (Franklin County, TN)	Franklin County Finance Director	
TELEPHONE #	(931) 967-2905	(931) 967-1279	
FAX NUMBER		(931) 962-1473	
CORPORATE PARENT/OWNER			
EMAIL ADDRESS	andrea.smith@franklincountyfinance.com		sbyrum@franklincotn.us
OWNER/ OPERATOR NAME	Franklin County Solid Waste Dept.		
CONTACT PERSON	William Anderson		
TITLE	Director		
EMAIL ADDRESS	william.anderson@franklincotn.us		
TELEPHONE #	(931) 967-1139		
HW INSTALLATION ID # (EPA)			
SOLID WASTE PERMIT #	SNL260000123		
UST OWNER ID #			
COUNTY #	51		
ENVIRONMENTAL FIELD OFFICE	Columbia		
MANAGER	Steven Wintheiser (Steven.Wintheiser@tn.gov)		
TELEPHONE #	(931) 840-4158		

FACILITY ID#(s) OR PERMIT #(s) UNDER THIS OWNER

**FACILITY OR PERMIT
ID #**

LOCATION OR ADDRESS

SNL260000123

State Rour 16, Winchester, TN.

Summary Sheet

Amount of Financial Assurance Required

PERMIT ID # OR FACILITY ID # (s)	AMOUNT OF CLOSURE OPERATING CONTINGENCY REQUIRED (A)	AMOUNT OF POST- CLOSURE REQUIRED (B)	AMOUNT OF 3RD PARTY LIABILITY REQUIRED (C)	AMOUNT OF CORRECTIV E ACTION REQUIRED (D)	INSTRUMENT TYPE AND ISSUE DATE (E)	ISSUING INSTITUTION (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE (G)
SNL260000123	CLOSED	\$73,598.69					\$73,598.69
Total Required	\$0.00	\$73,598.69	\$0.00			Total (A,B,C,D)	\$73,598.69

Amount of Financial Assurance On File

SNL 26-0123	AMOUNT OF CLOSURE OPERATING CONTINGENCY ON FILE (AA)	AMOUNT OF POST- CLOSURE ON FILE (BB)	AMOUNT OF 3RD PARTY LIABILITY ON FILE (CC)	AMOUNT OF CORRECTIV E ACTION ON FILE (DD)	INSTRUMENT TYPE AND ISSUE DATE (E)	ISSUING INSTITUTION (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE (G)
SNL260000123	CLOSED	\$94,266.65			C 6/18/92	Franklin Co	\$94,266.65
Total on File	\$0.00	\$94,266.65				Total (AA,BB,CC,DD)	\$94,266.65
Net amount overfunded as of 11/22/2022	+\$.00	+\$20,667.96					+\$20,667.96

ABBR. C - CONTRACT CB - CASHBOND, CHECK OR CASH CD - CERTIFICATE OF DEPOSIT CG-FT - CORPORATE GUARANTEE
 FINANCIAL TEST CI - CERTIFICATE OF INSURANCE FT - FINANCIAL TEST GG - GOVERNMENT GUARANTEE LC - LETTER OF CREDIT
 PB - PERFORMANCE BOND S - SECURITIES TF - TRUST FUND

Attachment 2: Calculating Financial Assurance From the Beginning To the End of the Post Closure Care Period		
Facility :	Franklin County Sanitary Landfill	Class I
Permit# :	SNL260000123	

This company closed in 1995 and is required to have 30 years of post closure care.
 At closure in 1995 the cumulative inflation adjusted total of post closure was \$438,711.57.

or

This company has not yet begun post closure. The scheme below is simply an example of how post closure financial assurance will be adjusted annually for inflation.
 This example assumes that the facility closed in _____ and is required to have _____ years post closure.
 At closure, the cumulative inflation adjusted post-closure amount was \$_____. Each successive year after closure, the post-closure amount is reduced by approximately one year's post-closure expense and the outstanding dollar amount of post-closure is adjusted for inflation.

Calculation of Post Closure With Annual Inflation Adjustments After Closure of the Waste Management Unit							
EACH YEAR FOLLOWING CLOSURE (A)	ANNUAL INFLATION FACTOR (B)	SUM OF REMAINING YEARS COST OF POST CLOSURE (C)	NUMBER OF YEARS REMAINING IN POST CLOSURE (D)	APPROXIMATELY ONE YEAR REDUCTION IN POST CLOSURE COST (E)	ESTIMATED AMOUNT OF POST CLOSURE FOR REMAINING YEARS (F)	INFLATION ADJUSTMENT FOR THE REMAINING YEARS (G)	AMOUNT OF POST CLOSURE FINANCIAL ASSURANCE DUE THIS YEAR (H)
Year(row)	row27	Formula=H26	Year(s)	=C27/D27	=C27-E27	=F27*B27	=G27
1996	1.025	\$438,711.57	30	\$14,623.72	\$424,087.85	\$434,690.05	\$434,690.05
1997	1.020	\$434,690.05	29	\$14,989.31	\$419,700.74	\$428,094.75	\$428,094.75
1998	1.020	\$428,094.75	28	\$15,289.10	\$412,805.65	\$421,061.76	\$421,061.76
1999	1.010	\$421,061.76	27	\$15,594.88	\$405,466.88	\$409,521.55	\$409,521.55
2000	1.015	\$409,521.55	26	\$15,750.83	\$393,770.72	\$399,677.29	\$399,677.29
2001	1.021	\$399,677.29	25	\$15,987.09	\$383,690.19	\$391,747.69	\$391,747.69
2002	1.022	\$391,747.69	24	\$16,322.82	\$375,424.87	\$383,684.21	\$383,684.21
2003	1.011	\$383,684.21	23	\$16,681.92	\$367,002.29	\$371,039.32	\$371,039.32
2004	1.016	\$371,039.32	22	\$16,865.42	\$354,173.89	\$359,840.68	\$359,840.68
2005	1.022	\$359,840.68	21	\$17,135.27	\$342,705.41	\$350,244.93	\$350,244.93
2006	1.027	\$350,244.93	20	\$17,512.25	\$332,732.68	\$341,716.46	\$341,716.46
2007	1.030	\$341,716.46	19	\$17,985.08	\$323,731.38	\$333,443.33	\$333,443.33
2008	1.027	\$333,443.33	18	\$18,524.63	\$314,918.70	\$323,421.50	\$323,421.50
2009	1.024	\$323,421.50	17	\$19,024.79	\$304,396.71	\$311,702.23	\$311,702.23
2010	1.012	\$311,702.23	16	\$19,481.39	\$292,220.84	\$295,727.49	\$295,727.49
2011	1.010	\$295,727.49	15	\$19,715.17	\$276,012.32	\$278,772.45	\$278,772.45
2012	1.024	\$278,772.45	14	\$19,912.32	\$258,860.13	\$265,072.77	\$265,072.77
2013	1.019	\$265,072.77	13	\$20,390.21	\$244,682.56	\$249,331.53	\$249,331.53
2014	1.015	\$249,331.53	12	\$20,777.63	\$228,553.90	\$231,982.21	\$231,982.21
2015	1.0155	\$231,982.21	11	\$21,089.29	\$210,892.92	\$214,161.76	\$214,161.76
2016	1.0120	\$214,161.76	10	\$21,416.18	\$192,745.58	\$195,058.53	\$195,058.53
2017	1.0130	\$195,058.53	9	\$21,673.17	\$173,385.36	\$175,639.37	\$175,639.37
2018	1.0180	\$175,639.37	8	\$21,954.92	\$153,684.45	\$156,450.77	\$156,450.77
2019	1.0230	\$156,450.77	7	\$22,350.11	\$134,100.66	\$137,184.97	\$137,184.97

RESOLUTION# 12f-1222

A RESOLUTION AMENDING THE HIGHWAY FUND BUDGET
OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2023.

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

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

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Highway Maintenance							
Truck Drivers	131	62000	147			12,500.00	
Social Security	131	62000	201			775.00	
Pensions	131	62000	204			1,000.00	
Employer Medicare Liability	131	62000	212			181.25	
Other Road Materials - Salt	131	62000	436				30,000.00
Operation of Quarry							
Truck Drivers	131	63400	147				12,500.00
Overtime Pay	131	63400	187				500.00
Other Salaries & Wages	131	63400	189			500.00	
Social Security	131	63400	201				775.00
Pensions	131	63400	204				1,000.00
Employer Medicare Liability	131	63400	212				181.25
Capital Outlay							
Highway Construction - Dist. 1	131	68000	713		001		31,233.90
Highway Construction - Dist. 3	131	68000	713		003		6,075.23
Other Construction - Rail Safety Grant	131	68000	791	RAILX			34,835.00
Fund Balance							
Restricted for Highway/Public Works (-)	131	34550				102,144.13	
Total Highway Fund 131						117,100.38	117,100.38
Rebudget Capital Projects Funds not utilized last year (liquidated purchase orders) & move Truck Driver Funds from Hwy Maint to Quarry Operations							

Approved this the 5th Day of December 2022.

(Hwy Commission approved 10/20/22)

Chris Guess

Chris Guess, Honorable County Mayor
& Chairman to the Commission

Attest

Tina Sanders

Tina Sanders, Co Clerk

Resolution Sponsored By: Riddle & Wiseman

Motion to Adopt By: Anderson 2nd Keller

Votes: Ayes: 14 Nays: _____ Abstain: _____

Declaration: Passed

Resolution # 12g-1222

A RESOLUTION AMENDING THE FRANKLIN CO BOARD OF EDUCATION GENERAL & CAFETERIA FUND BUDGETS OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2023

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 Board of Education Centralized Cafeteria Budget Fund,

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

Department & Description	Account Number					Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Restricted for Educ - Molly-Abby Fund	141	34555			147	\$ 9,496.65	
Student Body Educ Prog - Other Charges	141	71400	599	FCHS	147		\$ 8,601.65
Student Body Educ Prog - Other Charges	141	71400	599	HUNT	147		\$ 895.00
Total School General Fund 141						\$ 9,496.65	\$ 9,496.65
Re-Budget Reserve for Molly-Abby Memorial Fund - 147							
Student Body Educ Prog - Other Contracted Ser	141	71400	399	ATHLE	600	\$ 15,000.00	
Health Services - Travel	141	72120	355	COCSH			\$ 2,120.00
Health Services - Other Supplies & Materials	141	72120	499	COCSH			\$ 500.00
Health Services - Inservice Staff Development	141	72120	524	COCSH			\$ 12,380.00
Total School General Fund 141						\$ 15,000.00	\$ 15,000.00
Moving Funds from Drug Testing to Drug Related In-Service Staff Development & Supplies							
Regular Instruction - Instructional Supplies	141	71100	429		114	\$ 500.00	
Reg Instruct Support - Other Charges	141	72210	599		114		\$ 500.00
Total School General Fund						\$ 500.00	\$ 500.00
Budget Pen Foundation Donation for New Teacher - Mentor Funds move funds from 599 to 429							
Board of Education - Workman's Comp Ins Pre	141	72310	513			\$ 23,800.00	
Regular Instruction - Instructional Supplies	141	71100	429		400		\$ 23,800.00
Total School General Fund						\$ 23,800.00	\$ 23,800.00
Director Budget Additional Teacher Allocation Funds per Student Count							
Regular Instruction - Instructional Supplies	141	71100	429		400	\$ 200.00	
Alternative Schools - Instructional Supplies	141	71150	429		400		\$ 200.00
Total School General Fund						\$ 200.00	\$ 200.00
Move Additional Teacher Allocation to Alternative School from Regular Instruction							

380

Department & Description	Account Number					Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Reg Instruction - Teachers	141	71100	116			\$ 121,990.00	
Reg Instruction - Social Security	141	71100	201			\$ 7,565.00	
Reg Instruction - Pensions	141	71100	204			\$ 12,565.00	
Reg Instruction - Life Insurance	141	71100	206			\$ 145.00	
Reg Instruction - Medical Premiums	141	71100	207			\$ 14,060.00	
Reg Instruction - Employer Medicare Liability	141	71100	212			\$ 1,770.00	
Other Student Support - Guidance Personnel	141	72130	123			\$ 50,000.00	
Other Student Support - Other Salaries	141	72130	189	DIST			\$ 171,990.00
Other Student Support - Social Security	141	72130	201	DIST			\$ 7,565.00
Other Student Support - Pensions	141	72130	204	DIST			\$ 12,565.00
Other Student Support - Life Insurance	141	72130	206	DIST			\$ 145.00
Other Student Support - Medical Premiums	141	72130	207	DIST			\$ 14,060.00
Other Student Support - Employer Medicare	141	72130	212	DIST			\$ 1,770.00
Total School General Fund						\$ 208,095.00	\$ 208,095.00
Move Funds for Student Advocates Pay Line from Regular Instruction & Guidance							
Restricted for Education - FCAT	141	34555			101	\$ 2,174.18	
Reg Inst Prog Support - Other Supplies	141	72210	499		101		\$ 1,599.98
Reg Inst Prog Support - Other Charges	141	72210	599		101		\$ 574.20
Total School General Fund						\$ 2,174.18	\$ 2,174.18
Budget FCAT Reserve for FY23 Expenses							
Board of Educ - Liability Insurance	141	72310	506			\$ 6,000.00	
Human Services - Other Contracted Services	141	72520	399	CO	120		\$ 1,020.00
Board of Educ - In-Service staff Development	141	72310	524				\$ 4,980.00
Total School General Fund						\$ 6,000.00	\$ 6,000.00
Move Funds to cover In-Service Staff Development & Contracted Services							
Director of Schools - Other Contracted Services	141	72320	399	CO		\$ 66.00	
director of Schools - Postal Charges	141	72320	348	CO			\$ 66.00
Total School General Fund						\$ 66.00	\$ 66.00
Move funds to cover Postage Expense							
Reg Instruct Prog Support - Other Salaries & Wag	141	72210	189		210		\$ 14.50
Reg Instruct Prog Support - Employer Medicare	141	72210	212		210		\$ 1,000.00
Reg Instruct Prog Support - Inservice Staff Develo	141	72210	524		210	\$ 1,014.50	
Early Childhood Educ - Teachers	141	73400	116		210	\$ 8,350.00	
Early Childhood Educ - Certified Substitutes	141	73400	195		210		\$ 8,350.00
Total School General Fund						\$ 9,364.50	\$ 9,364.50
Move Funds for Certified Sub & Supplement Elementary Curriculum							


Department & Description	Account Number					Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Unassigned Fund Balance	141	39000				\$ 1,217.79	
Maint of Plant - Other Charges - CLARK	141	72620	599	CLARK	525		\$ 1,217.79
Total School General Fund						\$ 1,217.79	\$ 1,217.79
Re-Budget Grant Proceeds for Clark Memorial Garden Club Grant - Courtyard Education							
Unassigned Fund Balance	141	39000				\$ 30,000.00	
Maint of Plant - Maint & Repair Buildings	141	72620	335		149		\$ 30,000.00
Maint of Plant - Maint & Repair Equipment	141	72620	336		149		\$ 9,300.00
Maint of Plant - Maint & Repair Equipment	141	72620	336	MAINT	149	\$ 9,300.00	
Maint of Plant - Maint & Repair Vehicles	141	72620	338	MAINT	149	\$ 500.00	
Maint of Plant - Maint & Repair Vehicles	141	72620	338	CO			\$ 500.00
Total School General Fund						\$ 39,800.00	\$ 39,800.00
Add Funds for Maintenance of Buildings & Clean up Maint Budget							
Community Services - Other Equipment	141	73300	790		500	\$ 300.00	
Community Services - Other Contracted Services	141	73300	399		500		\$ 300.00
Total School General Fund						\$ 300.00	\$ 300.00
Budget Funds for Contracted Services - ESP Extended School Program							
Restricted for Education - Christmas Angels	141	34555			180	\$ 32,379.45	
Community Services - Other Charges	141	73300	599		180		\$ 32,379.45
Total School General Fund						\$ 32,379.45	\$ 32,379.45
Budget Reserve Funds for Campora Christmas Angel Program							

Approved this the 5th Day of December, 2022.

School Board Approved Nov. 14, 2022


 Chris Guess, Honorable Franklin County Mayor & Chairman
 to the Commission

Attest:


 Tina Sanders, County Clerk

Resolution Sponsored By: Schultz & Wiseman

Motion to Adopt By: Johnson Second By: Hand

Votes: Ayes: 14 Nays: Pass: Declaration: passed

Resolution # 12h-1222

A RESOLUTION AMENDING THE FRANKLIN CO BOARD OF EDUCATION GENERAL FUND BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2023

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 Board of Education Centralized Cafeteria Budget Fund,


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

Department & Description	Account Number					Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Other State Education Revenue	141	46590			154		\$ 163,062.41
INSTRUCTION							
71100 Regular Instruction							
Substitutes - Certified	141	71100	195		154	\$ 3,000.00	
Substitutes - Non-Certified	141	71100	195		154	\$ 3,000.00	
Social Security	141	71100	201		154	\$ 377.00	
Employer Medicare	141	71100	212		154	\$ 92.00	
Psychological Personnel	141	72130	124		154	\$ 56,150.00	
Other Salaries & Wages	141	72130	189		154	\$ 16,712.59	
Social Security	141	72130	201		154	\$ 4,517.48	
Pensions	141	72130	204		154	\$ 12,806.52	
Employer Medicare	141	72130	212		154	\$ 1,056.51	
Other Contracted Services	141	72130	399		154	\$ 6,000.00	
72210 Reg Instruction Program							
Other Supplies & Materials	141	72210	499		154	\$ 16,324.00	
In-Service Staff Development	141	72210	524		154	\$ 43,026.31	
Resilient School Communities Grant-Reverse						\$ 163,062.41	\$ 163,062.41

Approved this the 5th Day of December, 2022.
School Board Approved Nov. 14, 2022


Chris Guess, Honorable Franklin County Mayor & Chairman to the Commission

Attest:


Tina Sanders, County Clerk

Resolution Sponsored By: Schultz & Wiseman

Motion to Adopt By: Hand Second By: Johnson
Votes: Ayes: 14 Nays: Pass: Declaration: passed

302

Resolution # 121-1222

A RESOLUTION AMENDING THE FRANKLIN CO BOARD OF EDUCATION GENERAL PURPOSE SCHOOL BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2023

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:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Health Services - Supervisor/Director	141	72120	105		107		\$ 77,561.12
Health Services - Supervisor/Director	141	72120	105	CO	107	\$ 73,811.75	
Health Services - Other Salaries & Wages	141	72120	189		107		\$ 5,929.00
Health Services - Social Security	141	72120	201		107		\$ 5,170.72
Health Services - Social Security	141	72120	201	CO	107	\$ 4,576.00	
Health Services - Pensions	141	72120	204		107		\$ 7,613.75
Health Services - Pensions	141	72120	204	CO	107	\$ 7,662.00	
Health Services - Life Insurance	141	72120	206		107		\$ 3.34
Health Services - Medical Insurance	141	72120	207		107		\$ 7,585.90
Health Services - Medical Insurance	141	72120	207	CO	107	\$ 7,000.00	
Health Services - Employer Medicare	141	72120	212		107		\$ 1,124.12
Health Services - Employer Medicare	141	72120	212	CO	107	\$ 1,071.00	
Health Services - Travel	141	72120	355		107		\$ 400.00
Health Services - Other Supplies & Materials	141	72120	499		107	\$ 16,267.20	
Health Services - Inservice/Staff Development	141	72120	524		107	\$ 1,000.00	
Health Services - Other Charges	141	72120	599		107		\$ 1,000.00
Health Services - Other Equipment	141	72120	790		107		\$ 5,000.00
Coordinated School Health Realignment of Budget to Match ePlan FY 23						\$ 111,387.95	\$ 111,387.95
Early Childhood Educ - Teachers	141	73400	116		108		\$ 6,380.95
Early Childhood Educ - Aides	141	73400	163		108		\$ 11,085.57
Early Childhood Educ - Bonus Payments	141	73400	188		108	\$ 262.72	
Early Childhood Educ - Social Security	141	73400	201		108		\$ 275.97
Early Childhood Educ - Pensions	141	73400	204		108	\$ 4,559.62	
Early Childhood Educ - Life Insurance	141	73400	206		108		\$ 620.88
Early Childhood Educ - Medical Insurance	141	73400	207		108	\$ 13,605.93	
Early Childhood Educ - Employer Medicare	141	73400	212		108		\$ 64.92
Early Childhood Educ - Retirement - Hybrid Stabilization	141	73400	217		108	\$ 0.02	
Voluntary Pre School Realignment of Budget to Match ePlan FY 23						\$ 18,428.29	\$ 18,428.29

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Community Services - Other Salaries & Wages	141	73300	189		130	\$ 11,839.00	
Community Services - Social Security	141	73300	201		130	\$ 745.75	
Community Services - Pensions	141	73300	204		130	\$ 947.68	
Community Services - Life Insurance	141	73300	206		130	\$ 16.08	
Community Services - Medical Insurance	141	73300	207		130	\$ 2,450.55	
Community Services - Employer Medicare	141	73300	212		130	\$ 174.94	
Community Services - Other Contracted Services	141	73300	399		130		\$ 19,202.00
Community Services - Operating Lease Payments	141	73300	330		130	\$ 1,490.97	
Community Services - Other Materials and Supplies	141	73300	499		130	\$ 1,537.03	
Established Coalition Realignment of Budget FY 2023						\$ 19,202.00	\$ 19,202.00
Reserves - Community Prevention MRT	141	34555		MRT	133	\$ 176,400.00	
Reserves - Community Prevention Bridge	141	34555		BRDGE	133	\$ 9,713.71	
Reserves - Community Prevention Thrive	141	34555		THRIV	133	\$ 200.00	
Reserves - Community Prevention Garden	141	34555		GARDN	133	\$ 800.00	
Reserves - Community Prevention VET	141	34555		VET		\$ 311.00	
Community Services - Operating Lease Payments	141	73300	330		133		\$ 35,000.00
Community Services - Other Contracted Services	141	73300	399		133		\$ 115,000.00
Community Services - Other Supplies & Materials	141	73300	499		133		\$ 16,400.00
Community Services - Other Supplies & Materials	141	73300	499	BRDGE	133		\$ 5,000.00
Community Services - Other Supplies & Materials	141	73300	499	THRIV	133		\$ 200.00
Community Services - Inservice/Staff Development	141	73300	524		133		\$ 5,000.00
Community Services - Other Charges	141	73300	599		133		\$ 5,000.00
Community Services - Other Charges	141	73300	599	BRDGE	133		\$ 4,713.71
Community Services - Other Charges	141	73300	599	GARDN	133		\$ 800.00
Community Services - Other Charges	141	73300	599	VET	133		\$ 311.00
Community Prevention Budget FY 2023						\$ 187,424.71	\$ 187,424.71

Approved this the 5th Day of December, 2022.

School Board Approved Nov. 14, 2022


Chris Guess, Honorable Franklin County Mayor & Chairman
to the Commission

Attest:


Tina Sanders, County Clerk

Resolution Sponsored By: Schultz & Wiseman
 Motion to Adopt By: McMillan Second By: Hosch
 Votes: Ayes: 14 Nays: _____ Pass: _____ Declaration: passed

RESOLUTION# - 12j-1222

A RESOLUTION AMENDING THE COUNTY GENERAL FUND BUDGETS OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2023

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 County General Fund Budgets of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Unassigned Fund Balance	101	39000				4,099,204.50	
Restricted for Gen Govt - ARP Act	101	34512		ARP		2,599,990.51	
ARP Act Grant # 6	101	58836	799	MOON			4,300,000.00
ARP Act Grant # 6	101	58836	799				2,399,195.01
Total County General Fund 101						6,699,195.01	6,699,195.01
Rebudget ARP Funds for Approved Projects							

Approved this the 5th Day of December 2022.


 Chris Guess, Honorable County Mayor & Chairman of the Commission

ATTEST:


 Tina Sanders, County Clerk

Resolution Sponsored By: Riddle & Wiseman
 Motion to Adopt By: Anderson Second By: Benere
 Votes: Ayes: 14 Nays: Pass: Declaration: passed

RESOLUTION# - 12k-1222

A RESOLUTION AMENDING THE GENERAL FUND BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2023.

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,

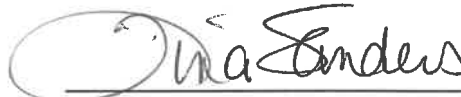
NOW, THEREFORE, BE IT RESOLVED, that the General Fund Budget of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure	
	Fund	Category	Obj	CC	Sub Obj			
County General Fund 101								
Assigned for Gen Government - Direct Go	101	34710		DIREC		603,505.26		
Gen Gov Other - Capital Outlay	101	91190	799	DIREC			603,505.26	
Budget Remaining Governors Direct Appropriation								
Total County General Fund 101						603,505.26	603,505.26	
Re-budget Governors Direct Proceeds for Approved Projects								

Approved this the 5th Day of December 2022


 Chris Guess, Honorable County Mayor & Chairman of the Commission

ATTEST:


 Tina Sanders, County Clerk

Resolution Sponsored By: Riddle & Wiseman

Motion to Adopt By: Wiseman

Second By: McMillan

Votes: Ayes: 14 Nays: _____ Pass: _____ Declaration: Approved

3016

RESOLUTION# - 121-1222

A RESOLUTION AMENDING THE COUNTY GENERAL FUND BUDGETS OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2023

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 County General Fund Budgets of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
American Rescue Plan Act Grant # 3	101	47403		TDEC		52,070.00	
Other Salaries & Wages	101	58833	189	TDEC			44,890.00
Social Security	101	58833	201	TDEC			2,785.00
Pensions	101	58833	204	TDEC			3,595.00
Life Insurance	101	58833	206	TDEC			35.00
Unemployment Compensation	101	58833	210	TDEC			110.00
Employer Medicare Liability	101	58833	212	TDEC			655.00
Contracts w/Public Agencies	101	58833	310	TDEC			
Total County General Fund 101						52,070.00	52,070.00
Budget American Rescue Plan Act Grant #3 - TDEC Utility Projects							

Approved this the 5th Day of December 2022.


 Chris Guess, Honorable County Mayor & Chairman of the Commission

ATTEST:


 Tina Sanders, County Clerk

Resolution Sponsored By: Wiseman & Riddle
 Motion to Adopt By: Hand Second By: Summers
 Votes: Ayes: 14 Nays: Pass: Declaration: passed

RESOLUTION# - 12m-1222

A RESOLUTION AMENDING THE COUNTY GENERAL FUND BUDGETS OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2023.

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 County General Fund Budgets of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Federal Through State	101	47590		54110		8,609.00	
Other Public Safety - Other Equipment	101	54710	790	54110			8,609.00
Total County General Fund 101						8,609.00	8,609.00
FY23 Training Equipment Grant - Law Enforcement							
Unassigned Fund Balance (+)	101	39000					212,044.13
Opioid Settlement Funds	101	46845				21,239.13	
Fines for Littering	101	42311				55.00	
American Rescue Plan Act Grant #7	101	47902		LATCF		50,000.00	
Contributions - Property Appraisal	101	48130				131,000.00	
Proceeds From Sale of Capital Assets	101	49600		58120		9,750.00	
Total County General Fund 101						212,044.13	212,044.13
Budget Additional Revenues - Increasing Fund Balance							
Co Clerk - Deputy	101	52500	106			2,700.00	
Co Clerk - Social Security	101	52500	201			168.00	
Co Clerk - Pensions	101	52500	204			216.00	
Co Clerk - Employer Medicare	101	52500	212			40.00	
Co Commission - Board & Committee Fees	101	51100	191				2,700.00
Co Commission - Social Security	101	51100	201				168.00
Co Commission - Pensions	101	51100	204				216.00
Co Commission - Employer Medicare	101	51100	212				40.00
						3,124.00	3,124.00
Move Funds to cover Commission Secretary							
COVID-19 Grant # 5	101	47305		AIRPT		9,000.00	
Federal Through State	101	47590		AIRPT			9,000.00
Total County General Fund 101						9,000.00	9,000.00

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Correct Revenue line for Airport Covid Grant							
ID Board - Maintenance Agreements	101	58120	334			2,055.00	
ID Board - Maint of Buildings	101	58120	335			5,000.00	
ID Board - Other Salaries & Wages	101	58120	189				6,500.00
ID Board - Social Security	101	58120	201				405.00
ID Board - Unemployment Compensation	101	58120	210				55.00
ID Board - Employer Medicare	101	58120	212				95.00
						7,055.00	7,055.00
Move Funds within ID Board Budget to Cover ID Board Director Pay							
Gifts & Contributions - Veterans Admin	101	44570		VT	AID	800.00	
Contributions - Veterans Admin	101	48130		VT	AID	350.00	
Veterans Admin - Part-time Employee	101	58300	169				1,525.00
Veterans Admin - Educ Incentive	101	58300	185			850.00	
Veterans Admin - Social Security	101	58300	201				45.00
Veterans Admin - Pensions	101	5830	204			40.00	
Veterans Admin - Unemployment Compensation	101	58300	210				5.00
Veterans Admin - Employer Medicare	101	58300	212				15.00
Veterans Admin - Other Transportation	101	58300	354	VT	AID		450.00
Total County General Fund 101						2,040.00	2,040.00
Budget Contributions & Move Payroll Funds for Veterans Administration							
County Buildings - Other Capital Outlay	101	51800	799			720.00	
Probation Services - Operating Leases	101	53910	330				720.00
Total County General Fund 101						720.00	720.00
Budget Probation Services Copier Lease							

Approved this the 5th Day of December 2022.


 Chris Guess, Honorable County Mayor &
 Chairman of the Commission

ATTEST:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		

Tina Sanders

Tina Sanders, County Clerk

Resolution Sponsored By: Wiseman & Riddle

Motion to Adopt By: Shettles Second By: Keller

Votes: Ayes: 14 Nays: Pass: Declaration: passed

RESOLUTION# - 12n-1222

A RESOLUTION AMENDING THE COUNTY GENERAL FUND BUDGETS OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2023

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,

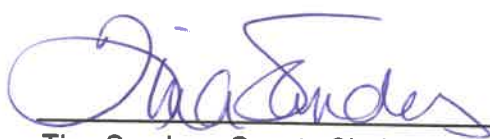
NOW, THEREFORE, BE IT RESOLVED, that the County General Fund Budgets of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Unassigned Fund Balance	101	39000				18,561.42	
Direct Federal Revenue - BJA Drug Crt Grant	101	47990		DRGCT			11,083.39
Other Admin of Justice - Cont w/Gov Agencies	101	53900	309	DRGCT			7,478.03
Total County General Fund 101						18,561.42	18,561.42
Clean up Drug Court BJA Grant Balances ending 9/30/22							

Approved this the 5th Day of December 2022.


 Chris Guess, Honorable County Mayor & Chairman of the Commission

ATTEST:


 Tina Sanders, County Clerk

Resolution Sponsored By: Wiseman & Riddle
 Motion to Adopt By: Johnson Second By: Anderson
 Votes: Ayes: 14 Nays: _____ Pass: _____ Declaration: passed

RESOLUTION# - 120-1222

A RESOLUTION AMENDING THE SOLID WASTE FUND BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2023.

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,

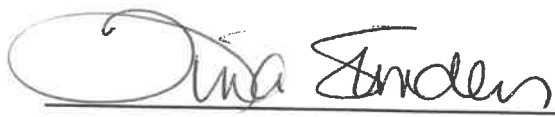
NOW, THEREFORE, BE IT RESOLVED, that the Solid Waste Fund Budget of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Solid Waste Fund 116							
Restricted for Public Health	116	34530				42,903.00	
Other State Grants - TDEC	116	46800		TDEC		50,000.00	
Transfer Station - Solid Waste Equipment	116	55733	733	TDEC			92,903.00
Total Solid Waste Fund 116						92,903.00	92,903.00
TDEC Recycling Equipment Grant FY23							

Approved this the 5th Day of December 2022


 Chris Guess, Honorable County Mayor & Chairman of the Commission

ATTEST:


 Tina Sanders, County Clerk

Resolution Sponsored By: Wiseman & Riddle
 Motion to Adopt By: Shultz Second By: Wiseman
 Votes: Ayes: 14 Nays: _____ Pass: _____ Declaration: passed

RESOLUTION NO.:

120-1200

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL AIRPORT SERVICES AT SEWANEE FRANKLIN COUNTY AIRPORT

WHEREAS, Franklin County, Tennessee has previously entered into an Airport Management Agreement with The University of the South; and

WHEREAS, that agreement provides that all costs associated with the Agreement will be paid by or reimbursed by The University of the South; and

WHEREAS, The Agreement for Professional Airport Services, attached hereto and incorporated herein as Exhibit "A" provides in Section II A "Payment of Services" as follows:

II. PAYMENT OF SERVICES

A. OWNER agrees to compensate ENGINEER for services performed in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the Project under generally accepted accounting principles and as allowed in the Federal Procurement Regulations Part 1-15.2, and not prohibited by the laws of the State of Tennessee.

The method of payment and the amount of payment for specified services shall be detailed in a Work Authorization, sample form attached as Exhibit "A", which shall be prepared by ENGINEER and submitted to OWNER for review and approval. The receipt of an approved Work Authorization will constitute ENGINEER's Notice-to-Proceed.

For the purpose of this AGREEMENT, The University of the South is hereby designated as OWNER'S representative to receive and pay invoices for OWNER as set in this Section II.

ENGINEER is not to undertake any work prior to the receipt of an approved Work Authorization executed by the OWNER nor is the budget stipulated in a Work Authorization to be exceeded without prior written approval from OWNER in the form of a supplemental Work Authorization. Should the ENGINEER undertake any work prior to an approved Work Authorization or should the ENGINEER exceed the budget stipulated in a Work Authorization without prior approval from the OWNER in the form of a supplemental Work Authorization, then the OWNER shall not be liable for a direct expense or indirect expenses or any other costs incurred by the ENGINEER.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Franklin County, Tennessee, meeting in a regular session on this 5TH day of December, 2022, as follows:

1. The Agreement of Professional Airport Services attached hereto and

incorporated herein as Exhibit "A" is hereby approved; and

2. The Franklin County Mayor is hereby authorized and directed to execute said agreement on behalf of Franklin County, Tennessee.

BE IT FURTHER RESOLVED that this Resolution shall take effect upon adoption, the general welfare requiring it and shall be retroactive to the date of said sale.

ADOPTED this 5th day of December, 2022.

APPROVED:

Chris Guess
Chris Guess, Mayor and Chair

ATTEST:

Tina Sanders
Tina Sanders, Franklin County Clerk

RESOLUTION SPONSORED BY: Shultz + Bauer

MOTION TO ADOPT: Benere SECOND: McMillan

VOTES: AYES: 14 NAYS:

DECLARATION: Passed

EXHIBIT "A"

AGREEMENT
FOR PROFESSIONAL AIRPORT SERVICES

This AGREEMENT is made this day _____ of _____ 2022, by and between the Franklin County, Tennessee; hereinafter called the OWNER, and Allen & Hoshall, Inc., hereinafter called the ENGINEER.

WHEREAS, OWNER has selected ENGINEER in accordance with FAA Advisory Circular 150/5100-14C and hereby retains ENGINEER to provide Professional Airport Services in connection with the development of the Franklin County Airport including, but not limited to: general consulting, funding procurement and grant administration, planning and programming, engineering design, architectural design, resident engineering, master planning, environmental analysis, noise studies, preparation of DBE plans, land surveying, construction, and associated services in connection with the planning and development of various projects listed in Section I below, and

WHEREAS, ENGINEER has represented that it is qualified to provide such services and is willing to do so.

NOW THEREFORE, OWNER and ENGINEER agree that OWNER, when it so desires, may engage the services of ENGINEER to provide Professional Airport Services and that each assignment will be authorized by an individual Work Authorization, written in the form of Exhibit "A" and shall be designated "WORK AUTHORIZATION NUMBER ___ - ___", being in accordance with the sequence in which the assignments are made. The term of this AGREEMENT shall be for five years from the date first written above.

I. SCOPE OF SERVICES

General

The parties acknowledge the need for flexible procedures in order to facilitate timely response to OWNER and project needs, as they arise. Therefore, the Professional Airport Services under this Agreement shall be delivered using a Work Authorization system. Work Authorizations are intended to be discrete working elements that will provide, in summary form, the background and factual content, which the Project is based; and the detailed scope of work, schedule and compensation of ENGINEER. Work Authorizations are to be construed to be in addition to, supplementary to and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Work Authorization and a provision of this Agreement, the provision of this Agreement will take precedence.

For the purpose of this AGREEMENT, the University of the South designated representative is hereby designated as OWNER'S representative to act for OWNER in giving approvals and authorizations for OWNER as hereinafter set forth.

When mutually agreed by OWNER and ENGINEER, and after having received from OWNER written approval of ENGINEER's Work Authorization, including an estimate of ENGINEER's compensation, and time of performance for specified services, ENGINEER shall provide professional services including

but not limited to: planning, environmental and architectural consulting; design and construction plans, specifications; construction engineering services, and final project close out for capital projects such as:

1. Obstruction Clearing
2. Terminal Construction (Renovation & Expansion)
3. Weather Reporting Equipment Installation (AWOS)
4. Full Parallel Taxiway (Taxiway Construction)
5. Runway Reconstruction
6. Hangar Design and Construction
7. Airfield Paving Maintenance
8. Environmental Assessments
9. Approach Development
10. Grading and Drainage
11. ALP Preparation
12. Other Airport Improvement Projects as needed

II. PAYMENT OF SERVICES

- A. OWNER agrees to compensate ENGINEER for services performed in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the Project under generally accepted accounting principles and as allowed in the Federal Procurement Regulations Part 1-15.2, and not prohibited by the laws of the State of Tennessee.

The method of payment and the amount of payment for specified services shall be detailed in a Work Authorization, sample form attached as Exhibit "A", which shall be prepared by ENGINEER and submitted to OWNER for review and approval. The receipt of an approved Work Authorization will constitute ENGINEER's Notice-to-Proceed.

For the purpose of this AGREEMENT, The University of the South is hereby designated as OWNER'S representative to receive and pay invoices for OWNER as set in this Section II.

ENGINEER is not to undertake any work prior to the receipt of an approved Work Authorization executed by the OWNER nor is the budget stipulated in a Work Authorization to be exceeded without prior written approval from OWNER in the form of a supplemental Work Authorization. Should the ENGINEER undertake any work prior to an approved Work Authorization or should the ENGINEER exceed the budget stipulated in a Work Authorization without prior approval from the OWNER in the form of a supplemental Work Authorization, then the OWNER shall not be liable for a direct expense or indirect expenses or any other costs incurred by the ENGINEER.

- B. The following methods of payment shall be used:

ENGINEER's compensation will be based on an hourly rate plus reimbursable expense (time and charges) or a lump sum method as specified in the particular Work Authorization. The ENGINEER's 2022 labor rates by labor classification are attached as Exhibit "B." Labor rates will be adjusted yearly on the anniversary date of the Agreement, as agreed in writing between the OWNER and ENGINEER.

Reimbursable costs include fees of Professional Associates (whose expertise is required to complete the project) and non-standard project expenses. Fees for Professional Associates shall be charged at actual cost plus ten (10) percent and shall be itemized in the invoice.

- C. Payments to ENGINEER on account of the above fees shall be made within thirty (30) days after the receipt of invoices supported by appropriate documentation or, in the case of a lump sum, by an estimate of the percentage of Project completion. Invoices shall be submitted monthly or bi-monthly, as may be appropriate, for the amount of work carried out in that period.

OWNER shall make the aforementioned payments pursuant to written monthly or bi-monthly statements submitted by ENGINEER to OWNER in a format provided by OWNER. Said statements shall describe the services performed by ENGINEER, itemize fees and charges corresponding to approved Work Authorization, and provide such supporting documentation as may be required by OWNER. ENGINEER agrees to permit OWNER and its representatives to enter upon ENGINEER's premises to audit ENGINEER's books and records to verify fees and charges payable hereunder. ENGINEER agrees to keep books and records in satisfactory form and content to permit such audit and verification, for such period of time as may be reasonable required by applicable FAA regulations as may be required by grant conditions, but for no less than five (5) years.

III. MISCELLANEOUS PROVISIONS

- A. Opinion of Probable Construction Cost: Since ENGINEER has no control over the cost of labor and materials, or over competitive bidding market conditions, the opinions of probable construction cost provided by ENGINEER are to be made on the basis of experience and qualifications but ENGINEER does not guarantee the accuracy of such estimates as compared to the Contractor's bid for construction of the Project.
- B. Extra Work: It is mutually understood and agreed that OWNER will compensate ENGINEER for services resulting from significant changes unless caused by the ENGINEER'S negligence or intentional acts, in the general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond ENGINEER's control and when requested or authorized by OWNER. Compensation for such extra work when authorized by OWNER shall be in accordance with Section II. The authorization to compensate for additional work must be agreed upon in writing by both parties.
- C. Design Standards: Digital format drawings must be developed using the current at the time TDOT Aeronautics Division approved level structure and symbology, and design division's files and documents.

IV. CONFLICTS OF INTEREST

Engineer warrants that no part of the total 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 Franklin County in connection with any work contemplated or performed relative to this Agreement.

V. LOBBYING.

The Engineer 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 Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Engineer 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.

VI. OWNERSHIP AND REUSE OF DOCUMENTS

All original documents, including tracings, plans, specifications, maps, survey notes, sketches, charts, computations and other such data prepared by or obtained by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and shall remain the property of ENGINEER. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such use without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or ENGINEER's independent professionals or consultants. Any such verification or adaptation will entitle ENGINEER to further compensation at rates and amounts agreed upon by OWNER and ENGINEER. Notwithstanding the above, OWNER shall be provided, upon request, a reproducible copy of any drawing and other data, including electronic files, produced under this Agreement at the cost of reproduction. Upon execution of this Agreement, the ENGINEER grant to the OWNER a nonexclusive license to use the ENGINEER's original documents, including but not limited to, tracings, plans, specifications, maps, survey notes, sketches, charts, computations and other such data prepared by or obtained by ENGINEER

or its consultants and independent professional associates solely and exclusively for purpose of constructing, using, maintaining, altering and adding to the project (s), provided that the OWNER substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The ENGINEER shall obtain similar nonexclusive licenses from the ENGINEER'S consultants consistent with this Agreement. The license granted under this section permits the OWNER to authorize the contractor, subcontractors, and material or equipment suppliers, as well as the OWNER'S Consultants and separate contractors, to reproduce applicable portions of the original documents solely and exclusively for use in performing services or construction for the project (s). If the ENGINEER rightfully terminates this Agreement for cause, the license granted in this section shall terminate.

VII. RESPONSIBILITY OF THE ENGINEER

- A. The ENGINEER shall perform its services consistent with the professional skill and care ordinarily provided by Engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skills and care and the orderly progress of the project. Upon notice to ENGINEER and by mutual agreement between the parties, ENGINEER will correct those services not meeting such standard without additional compensation.

OWNER understands that ENGINEER is rendering personal services under this Agreement and that ENGINEER cannot and does not warrant or guaranty that those services will be rendered perfectly or without error. OWNER agrees that each of the obligations of this Agreement are not warranties or guaranty of any kind, and that nothing ENGINEER does or advises shall be construed as a warranty or guaranty of any kind. Services provided by ENGINEER under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

- B. Approval by OWNER or FAA of drawings, designs, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve ENGINEER of his responsibility for the technical adequacy of his work.

The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, and specifications, reports, and other services furnished by the ENGINEER under this agreement.

- C. ENGINEER shall keep OWNER informed of progress made during all phases of the Project and prompt OWNER when ENGINEER or the Project requires action by OWNER. Toward this end ENGINEER shall submit periodic progress reports to OWNER detailing work completed during the period, work anticipated during the coming period, schedule changes, and noting any problem areas.
- D. The ENGINEER shall maintain insurance for the duration of this Agreement as provided for in Section XV Insurance herein below. Failure by the ENGINEER to maintain insurance as required herein shall constitute a default or breach of contract by the ENGINEER.
- E. The ENGINEER shall manage the ENGINEER'S services, consult with the OWNER, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the OWNER.

- F. The ENGINEER shall, at appropriate times, contact the governmental authorities required to approve the Project(s) and/ or construction documents and the entities providing utility services for the Project (s). In designing the Project (s), the ENGINEER shall respond to applicable design requirements imposed by such governmental authorities and by such entities provide utility services.
- G. The ENGINEER shall assist the OWNER in connection with the OWNER'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- H. The ENGINEER shall review all laws, statutes, codes, and regulations applicable to the ENGINEER'S services and be responsible for complying with such laws, statutes, codes, and regulations.
- I. The ENGINEER shall assist the OWNER in the development and preparations of (1) bidding and procurement information that describes the time, place and conditions of bidding; including bidding or proposal forms; (2) the form of agreement between the OWNER and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The ENGINEER shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.
- J. The ENGINEER shall update the estimate for the cost of work.
- K. The ENGINEER shall assist the OWNER in establishing a list of prospective contractors for each project. Following the OWNER'S approval of the Construction Documents, the ENGINEER shall assist the OWNER, in (1) obtaining competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.
- L. The ENGINEER shall assist the OWNER in bidding each Project by: (1) procuring the reproduction of bidding documents for distribution to prospective bidders; (2) distributing the bidding documents to prospective bidders; (3) organizing and conducting a pre-bid conference for prospective bidders; (4) preparing responses to questions from prospective bidders and providing clarification and interpretation of the bidding documents to all prospective bidders in the form of addenda; and (5) organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the OWNER.
- M. The ENGINEER shall visit the site at intervals appropriate to the stage of construction, or as otherwise required to become familiar with the progress and quality of the portion of the Work completed, and to determine, if the Work observed is being performed in the manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the ENGINEER shall keep the OWNER reasonably informed about the progress and quality of the portion of the Work completed, and report to the OWNER (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
- N. The ENGINEER shall have the authority to reject Work that does not conform to the Contract Documents. Whenever the ENGINEER considers it necessary or advisable, the ENGINEER shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed.

- O. The ENGINEER shall interpret and decide matters concerning the performance under, and requirements of, the Contract Documents on written request of either the OWNER or Contractor. The ENGINEER'S response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the ENGINEER shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings.
- P. The ENGINEER shall report to the OWNER know deviations from the contract documents and from the most recent construction schedule submitted by the contractor.
- Q. The ENGINEER shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The ENGINEER'S certification for payment shall constitute a representation to the OWNER, based on the ENGINEER'S evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the ENGINEER'S knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.
- R. The ENGINEER shall maintain a record of the Applications and Certificates for Payment for each project.
- S. The ENGINEER shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- T. The ENGINEER shall review and respond to requests for information about the Contract Documents. If appropriate the ENGINEER shall prepare and issue supplemental Drawings and Specifications in response to requests for information. Also, the ENGINEER shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the Contract Documents.
- U. The ENGINEER shall prepare Change Orders and Construction Change Directives for the OWNER'S approval and execution in accordance with the Contract Documents. In the event a change order(s) is necessitated by problems, flaws, miscalculations, ENGINEER'S negligence, etc. in the design or specifications developed by the ENGINEER or through or resulting from the fault of the ENGINEER, then there shall be no additional services charges made by the ENGINEER to the OWNER.
- V. The ENGINEER shall maintain all records pertaining to changes in the Work.
- W. The ENGINEER shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the OWNER, for the OWNER'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

- X. The ENGINEER'S inspection shall be conducted with the OWNER to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- Y. When the Work is substantially complete, the ENGINEER shall inform the OWNER about the balance of the Contract Sum remaining to be paid to the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- Z. The ENGINEER shall verify and forward to the OWNER the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the OWNER against liens; and (3) any other documentation required by the Contractor under the Contract Documents.
- AA. Such other tasks as the ENGINEER and OWNER can mutually agree upon and included in each individual work authorization.

VIII. SUBCONTRACTS

In fulfilling its duties pursuant to this Agreement, OWNER recognizes that ENGINEER may elect to subcontract to others certain portions of the work. If the ENGINEER subcontracts to others certain portions of the work, the ENGINEER shall remain liable to the OWNER under the terms and conditions of this agreement. Additionally, the ENGINEER shall insure that all subcontractors comply with the terms and conditions of this agreement and any and all applicable work authorizations. Further, the ENGINEER shall obtain the prior written approval of the OWNER of any and all such subcontract(s). In no event shall any subcontract relieve the ENGINEER from any obligations under this Agreement.

IX. PERIOD OF SERVICES

- A. This Agreement shall apply to all Projects initiated within a five (5) year period, more or less, starting after the effective date of the first Work Authorization.
- B. ENGINEER acknowledges that OWNER retains the right to initiate other procurement actions for projects, which may be initiated within the five-year period, and OWNER is under no obligation whatsoever to award said assignments to ENGINEER.

X. TERMINATION

- A. Termination for Cause": Either party may terminate this Agreement upon not less than ten (10) calendar days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

All rights and remedies of the OWNER set forth in this Agreement are in addition to all other rights and remedies available to the OWNER at law or in equity. All rights and remedies available to the OWNER pursuant to this Agreement or at law or in equity are expressly declared to be cumulative. The exercise by the OWNER of any such right or remedy shall not prevent the concurrent or

subsequent exercise of any other right or remedies. No delay or failure by the OWNER to exercise or enforce any of the OWNER'S rights or remedies or the ENGINEER'S obligations shall constitute a waiver of any such rights, remedies, or obligations. The OWNER shall not be deemed to have waived any default or breach of contract by the ENGINEER unless such waiver expressly is set forth in a written instrument signed by the OWNER. If the OWNER waives in writing any default or breach of contract by the ENGINEER, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in the Agreement except as to the specific circumstances described in such written waiver.

- B. **Termination for Convenience:** This agreement may be terminated by the OWNER by giving written notice to the other party, at least thirty (30) days before the effective date of termination. Said termination will not be deemed a breach of contract by the OWNER. Should the OWNER exercise this provision, the OWNER will compensate the ENGINEER for all satisfactory and authorized services completed as of the termination date, provided such service can be effectively used by the OWNER, as set out in this Agreement and each work authorization. Upon such termination, the ENGINEER will not have any right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- C. Upon receipt of a termination notice, ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to OWNER copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by ENGINEER performed under this Agreement, whether completed or in process, at the cost of reproduction.

XI. REMEDIES

Notwithstanding any other provision in the Agreement to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Agreement and it cannot be resolved by mutual agreement any party may resort to resolution of the dispute by litigation in the state or federal courts for Franklin County, Tennessee. The parties waive their right to a jury trial. The Agreement shall be governed by the laws of the State of Tennessee, without regard to its conflict of laws principles. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state courts or federal for Franklin County, Tennessee.

XII. PUBLIC ACCOUNTABILITY

- A. If the Engineer is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Contract involves the provision of services to citizens by Engineer on behalf of the State, Engineer agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Engineer 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. Franklin County shall obtain copies of the sign from the Tennessee Department of Transportation, Aeronautics Division, and upon request from the Engineer, provide Engineer with any necessary signs.

XIII. Public Notice.

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

XIV. AUDIT: ACCESS TO RECORDS

- A. The Engineer and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Engineer 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 Engineer's records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Department of Transportation, the Comptroller of the Treasury, or their duly appointed representatives.
- B. 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*.
- C. Contract expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- D. The Engineer shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- E. The Engineer 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 Engineer shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- F. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Tennessee Department of Transportation, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

XV. INSURANCE

The ENGINEER shall at all times during the term of the Agreement (and the terms and conditions of this Section XV shall survive the completion of the project) maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage and including completed operation and product liability coverages, for not less than a Combined Single Limit for Bodily Injury (including death), property damage and personal injury liability of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Such policy or policies shall name the OWNER as an additional insured thereunder. All of such insurance shall insure the performance by ENGINEER of this indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by the OWNER and shall contain a provision that the OWNER, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to the OWNER, its agents and employees or the property of such person by reason of the negligence of the ENGINEER, its agents, consultants or subconsultant. Such policy shall expressly provide that such policy shall not be cancelled or altered without thirty (30) days prior written notice to the OWNER. The OWNER shall be named as an additional insured on all such policies.

Also, the ENGINEER, prior to the execution of the Agreement, shall furnish to OWNER proof of its professional Liability Insurance policy. The ENGINEER shall carry at least \$1,000,000.00 of Professional Liability Insurance and such policy or policies shall name the OWNER as an additional insured thereunder. Such policy shall expressly provide that such policy shall not be cancelled or altered without thirty (30) days prior written notice to the OWNER.

Additionally, the ENGINEER shall purchase and maintain Worker's Compensation insurance with benefits as statutorily required and any other statutorily required insurance.

The ENGINEER shall require its subconsultants to comply with such insurance requirements as may be required of the ENGINEER by OWNER.

The ENGINEER shall, upon execution of this Agreement, shall provide the OWNER with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide OWNER the coverage set out herein and be acceptable to the OWNER. The ENGINEER shall also provide the OWNER with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to the OWNER. Additionally, the ENGINEER shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by the OWNER, but no less than annually during the term of this Agreement.

All insurance required by this Agreement and all renewals thereof shall be issued by responsible insurance companies authorized to do business in the State of Tennessee.

Also, if any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, the ENGINEER shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy shall meet the requirements of this Agreement.

Failure by the ENGINEER to comply with the terms and conditions of this section shall constitute a material and substantial default and breach of contract.

XVI. CIVIL RIGHTS ASSURANCE

During the performance of this Agreement, ENGINEER, for itself, its assignees and successors in interest agrees as follows:

- A. **Compliance with Regulations.** ENGINEER shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Agreement.
- B. **Nondiscrimination.** The ENGINEER 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 ENGINEER 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 ENGINEER shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. ENGINEER, with regard to the work performed by it during the Agreement, shall not discriminate 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, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when this Agreement covers a program set forth in Appendix B of the Regulations.
- C. **Solicitations for Subcontractors, including procurement of materials and equipment.** In all solicitations, either by competitive bidding or negotiations made by ENGINEER, for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by ENGINEER of ENGINEER's obligations under this Agreement and the regulations relative to nondiscrimination 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.
- D. **Information and Reports.** This Agreement shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by OWNER or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information ENGINEER shall so certify to OWNER or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance.** In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this Agreement, OWNER shall impose such Agreement sanctions as it or the FAA may determine to be appropriate, including but not limited to:

1. Withholding of payments to ENGINEER under the Agreement until ENGINEER complies, and/or
 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. **Incorporation of Provisions.** ENGINEER shall include the provisions of paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. ENGINEER shall take such action with respect to any subcontract or procurement as OWNER or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event ENGINEER becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, ENGINEER may request OWNER and/or the United States to enter into such litigation to protect interests of the United States.

XVII. DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

- A. **Policy:** It is the policy of the DOT that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Agreement.
- B. **DBE Obligation:** ENGINEER agrees to ensure that minority business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. ENGINEER shall not discriminate on the basis of race, color, national origin, age, sex, or handicap in the award and performance of DOT-assisted contracts.

XVIII. OWNER'S RESPONSIBILITY

OWNER shall:

- A. Provide all criteria and full information as to OWNER's requirements for each Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations.
- B. Assist ENGINEER by placing at its disposal all available information pertinent to each Project including previous reports and any other data relative to design or construction of each Project.
- C. Furnish to ENGINEER upon its request, as required for performance of ENGINEER's Scope of Services, any existing available data in OWNER's possession prepared by OWNER or by others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description;

- zoning, deed and other land use restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing its services.
- D. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
 - E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, and obtain such advice as OWNER deems appropriate and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
 - F. Furnish approvals and permits from all governmental authorities having jurisdiction over each Project and such approvals and consents from others as may be necessary for completion of each Project, subject to ENGINEER's responsibilities as set forth in Section VII.
 - G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for each Project, and such legal services as OWNER may require pertaining to each Project.
 - H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).
 - I. Bear all costs incident to compliance with the requirements of Section XIV.

XIX. MAILING ADDRESSES

All notices and communications under this Agreement to be mailed or delivered to OWNER shall be sent to the address of OWNER's designated representatives as follows, unless and until ENGINEER is otherwise notified:

Primary contact: Mr. Jimmy L. Davis
Director of Business Services
The University of the South
735 University Avenue
Sewanee, TN 37383

Notices and communications to be mailed or delivered to the ENGINEER shall be sent to the address of Allen & Hoshall, Inc. as follows, unless and until OWNER is otherwise notified:

Primary contact: Mr. Glen Heath, P.E.
Senior Vice President
Allen & Hoshall, Inc.
5746 Marlin Road, Suite 102
Chattanooga, TN 37411

Any notices or communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

XX. LIABILITY

The ENGINEER shall indemnify and hold harmless the OWNER and its officers, agents, and employees from and against any and all liability, damages, losses, (whether in contract or in tort, including but not limited to, personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), and costs (including but not limited to, reasonable attorney's fees, litigation, mediation, court costs, costs of experts, cost of depositions, and appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the ENGINEER and/or persons employed by or utilized by the ENGINEER in the ENGINEER'S performance of the Agreement. The provision of this Section XX shall in their entirety survive the completion, termination or expiration of this Agreement.

XXI. CONSEQUENTIAL DAMAGES

OWNER and ENGINEER for themselves, their successors and assigns hereby agree to the full performance of the covenants contained herein.

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party regardless of the nature of this fault or whether it was committed by the OWNER or ENGINEER, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit

XXII. MISCELLANEOUS

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee

Captions: The captions herein are for convenience only and are not construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

Survival: The term, provisions, and representations contained in the Agreement or inferable therefrom, shall survive the completion of the Project and the payment of the remuneration hereinabove provided.

No member, official or employee of the OWNER shall be personally liable to ENGINEER or any other party, including a third-party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by the OWNER; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

Time: Time is of the essence of this Agreement.

Limitation of Liability: Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement to indemnify a third party, such as ENGINEER, or a limitation of liability provision or any other provision that restricts the liability of another party. Any indemnity or hold harmless provisions or limitation of liability provisions contained in

Agreement for Professional Airport Services
Franklin County Airport-Sewanee, TN
2022

the Agreement are subject to Article II, Section 29 of the Tennessee Constitution and are enforceable only to the extent permitted by Tennessee law, provided the OWNER's liability and monetary limits of liability under any indemnity, limitation of liability or disclaimer or warranty provision are limited to the limits of liability as provided for in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann 29-20-101 et seq. No provisions of the Agreement shall act or be deemed a waiver by the OWNER of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann 29-20-101 et. seq. Because Tennessee law may not allow the OWNER to agree to the disclaimer of warranties, such disclaimers shall be applicable and enforceable only to the extent permitted by Tennessee law.

Confidentiality: The Agreement and any documents or material obtained by Franklin County may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in Tenn. Code Ann. 10-7-503 et seq. without regard to any provision contained in the Agreement declaring information confidential. Upon request the City Franklin County must release public documents and records as defined by Tenn. Code Ann. 10-7-503 et seq., including this Agreement and all records created and maintained related to the Agreement.

Modification: This Agreement sets forth all of the terms, conditions, representations, and agreements between the parties and may be amended only by writing signed by both the ENGINEER and the OWNER.

In the event that it becomes necessary for either party to employ an attorney as a result of a breach, or default, or to enforce compliance with any of the covenants or agreements herein contained or to exercise any remedies allowed hereunder, then the prevailing party shall be awarded reasonable attorney fees, costs and expenses incurred by the prevailing party.

A payment by the OWNER shall not prejudice the OWNER's right to object to or question any payment, reimbursement, invoice, or any matter in relation thereto. A payment by the OWNER shall not be construed as acceptance of any part of the work or service provided or as approval of any amount.

Severability: The terms and provisions herein are severable such that if any term or provision is declared or found to be invalid or unenforceable by a court of proper jurisdiction, such invalidity or unenforceability shall not affect the remaining terms and provisions of this Agreement, which shall otherwise remain in full force and effect.

Assignment: This Agreement shall not be assignable by either the ENGINEER or the OWNER.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

OWNER: Franklin County, Tennessee

By: _____

Title: _____

Witness: _____

ENGINEER: Allen & Hoshall, Inc.

By: Glen R. Heath Nov 16, 2022
Glen R. Heath (Nov 16, 2022 10:52 MST)

Title: Senior Vice President

Witness: _____

CERTIFICATION OF ENGINEER

I HEREBY CERTIFY THAT I AM: Glen Heath, P.E. duly authorized representative of the firm Allen & Hoshall, Inc., whose address is 5746 Marlin Road, Suite 102, Chattanooga, TN 37411, and that neither I nor the above firm I represent has:

An Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.

B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

C. Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Tennessee Aeronautics Division of the State of Tennessee, in connection with contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

Nov 16, 2022

(Date)

Glen R. Heath

Glen R. Heath (Nov 16, 2022 10:52 MS)

(Signature)

Work Authorization Number _____ - (year)
Franklin County Airport – Sewanee, TN

Project Title: _____ Date: _____
Project Identification No.: _____

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the Franklin County, Tennessee (OWNER) and Allen & Hoshall, Inc. (ENGINEER) dated _____, 2022.

Project Description:

(The ENGINEER shall prepare a brief description of the Project.)

Scope of Services:

(The ENGINEER shall prepare a detailed written Scope of Work.)

Time of Performance:

(The duration of the assignment shall be indicated and the ENGINEER shall prepare a detailed schedule.)

Compensation:

(This section shall establish the ENGINEER's compensation for the particular Work Authorization and the basis for payment (hourly rate plus reimbursable expenses or lump sum). The ENGINEER shall also attach to the Work Authorization a detailed work sheet showing personnel by classification, hourly rates, estimated hours and reimbursable expenses including subcontract work.)

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER: Franklin County, Tennessee

ENGINEER: Allen & Hoshall, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Engineer's Estimate of Compensation
 Basic Services**

**Work Authorization No. ## - ####
 Franklin County Airport - Sewanee, TN
 Date**

**Project Title Name
 Project Identification No. Number**

Phase / Activity Classification	Hours	Labor Rate ⁽¹⁾ (\$ / hour)	Total
1. DESIGN DEVELOPMENT PHASE			
<i>Labor</i>			
Principal	0	225.00	\$0
Project Manager	0	200.00	\$0
Senior Arch / Engr	0	170.00	\$0
Arch / Engr	0	140.00	\$0
Grad Arch / Engr	0	110.00	\$0
Senior Technician	0	110.00	\$0
Technician	0	85.00	\$0
Senior Clerical	0	100.00	\$0
Clerical	0	70.00	\$0
<i>Sub-consultants</i>			
Consultant A			\$0
Consultant's admin fee (10%)			\$0
<i>Expenses</i>			
Travel to/from airport (kick-off mtg)			\$0
Sub-total Design Development Phase			\$0
2. DESIGN, PLANS & SPECIFICATIONS PHASE			
<i>Labor</i>			
Principal	0	225.00	\$0
Project Manager	0	200.00	\$0
Senior Arch / Engr	0	170.00	\$0
Arch / Engr	0	140.00	\$0
Grad Arch / Engr	0	110.00	\$0
Senior Technician	0	110.00	\$0
Technician	0	85.00	\$0
Senior Clerical	0	100.00	\$0
Clerical	0	70.00	\$0
<i>Sub-consultants</i>			
Consultant A			\$0
Consultant's admin fee (10%)			\$0
<i>Expenses</i>			
Travel to/from airport (plan-in-hand mtgs)			\$0
Sub-total Plans & Specifications Phase			\$0
Total LUMP SUM - Design Phase Services			\$0

Exhibit "B" to Agreement for Professional Airport Services
 Franklin County Airport
 2022

3. CONSTRUCTION CONTRACT BID & GRANT AWARD PHASE			
Labor			
Principal	0	225.00	\$0
Project Manager	0	200.00	\$0
Senior Arch / Engr	0	170.00	\$0
Arch / Engr	0	140.00	\$0
Grad Arch / Engr	0	110.00	\$0
Senior Technician	0	110.00	\$0
Technician	0	85.00	\$0
Resident Proj Rep	0	84.00	\$0
Senior Clerical	0	100.00	\$0
Clerical	0	70.00	\$0
Expenses			
Travel to/from airport (pre-bid mtg, bid opening)			\$0
Printing, copying, postage, shipping			\$0
Sub-total Const Bid & Award Phase			\$0
4. CONSTRUCTION ADMIN, CLOSE-OUT & AS-BUILTS PHASE			
Labor			
Principal	0	225.00	\$0
Project Manager	0	200.00	\$0
Senior Arch / Engr	0	170.00	\$0
Arch / Engr	0	140.00	\$0
Grad Arch / Engr	0	110.00	\$0
Senior Technician	0	110.00	\$0
Technician	0	85.00	\$0
Resident Proj Rep	0	84.00	\$0
Senior Clerical	0	100.00	\$0
Clerical	0	70.00	\$0
Expenses			
Travel to/from airport (pre-const mtg, coord mtgs, site visits)			\$0
Printing, copying, postage, shipping			\$0
Sub-total Const Admin Phase			\$0
Total LUMP SUM - Construction Phase Services			\$0
Total Estimated Basic Services			\$0
TOTAL LUMP SUM COMPENSATION			\$0

(1) Labor rate effective for 2022.

Franklin County Airport – Sewanee, TN
Date

Project Title Project Identification No.	Name Number	Hours	Labor Rate ⁽¹⁾ (\$ / hour)	Total
1. SURVEY FOR DESIGN				
<i>Labor</i>				
Reg Land Surveyor		0	150.00	\$0
Survey Crew (2-man crew)		0	155.00	\$0
<i>Sub-consultants</i>				
Consultant A				\$0
Consultant's admin fee (10%)				\$0
<i>Expenses</i>				
Lodging - per diem (0 days @ \$100/day)				\$0
Mileage (? miles @ \$0.625/mile)				\$0
Meals - per diem (0 Days @ \$60/day)				\$0
			Sub-total Survey for Design	\$0
2. ENVIRONMENTAL SERVICES				
<i>Sub-consultants</i>				
Consultant A				\$0
Consultant's admin fee (10%)				\$0
			Sub-total Environmental for Design	
3. GEOTECHNICAL TESTING FOR DESIGN				
<i>Sub-consultants</i>				
Consultant A				\$0
Consultant's admin fee (10%)				\$0
			Sub-total Geotechnical Testing for Design	\$0
4. RESIDENT PROJECT REPRESENTATIVE				
<i>Labor</i>				
Resident Proj Rep		0	84.00	\$0
<i>Expenses</i>				
Mileage (? miles @ \$0.625/mile)				\$0
Misc expenses (cell phone, shipping, copies) (? months @ \$100/month)				\$0
			Sub-total Res Project Representative	\$0

Exhibit "B" to Agreement for Professional Airport Services
 Franklin County Airport
 2022

5. SURVEY FOR CONSTRUCTION QUANTITY VERIFICATION			
Labor			
Reg Land Surveyor	0	150.00	\$0
Survey Crew	0	155.00	\$0
Sub-consultants			
Consultant A			\$0
Consultant's admin fee (10%)			\$0
Expenses			
Mileage (0 miles @ \$0.625/mile)			\$0
		Sub-total Survey for Const Verification	\$0
6. QUALITY ASSURANCE TESTING DURING CONST			
Sub-consultants			
Consultant A			\$0
Consultant's admin fee (10%)			\$0
		Sub-total Q/A Testing	\$0
		Total Estimated Special Services	\$0
		TOTAL NOT-TO-EXCEED COMPENSATION	\$0

(1) Labor rate effective for 2022.

RESOLUTION # 1209-1222

TO APPROVE ADDITION TO THE
FRANKLIN COUNTY PRIVATE ROAD LIST

WHEREAS, the Franklin County Highway Department has implemented a Private Road List for Franklin County, to better serve the people of Franklin County, and

WHEREAS, the Franklin County Highway Department requests changes & additions as needed, and

WHEREAS, the following list of private road names, are recommended by the Road & Bridge Committee for approval by the Franklin County Legislative Body, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Franklin County Commissioners of Franklin County, Tennessee, assembled in regular session on this the 5th day of December, 2022 that:

Section 1. The following county road name & classification be **added** to the Franklin County Private Roads List.

Lane Name	Road Dist.	E-911 Grid	Co Grid	Beginning Rd
Pops Happyland Farm Lane	1	73C	K10	Miller Road

Section 2. The approved addition shall be filed with the Franklin County Clerk & Emergency 911 addressing commission.

ADOPTED this 5th day of December, 2022.

Honorable Chris Guess Franklin County Mayor &
Chairman to the Commission

Attest:

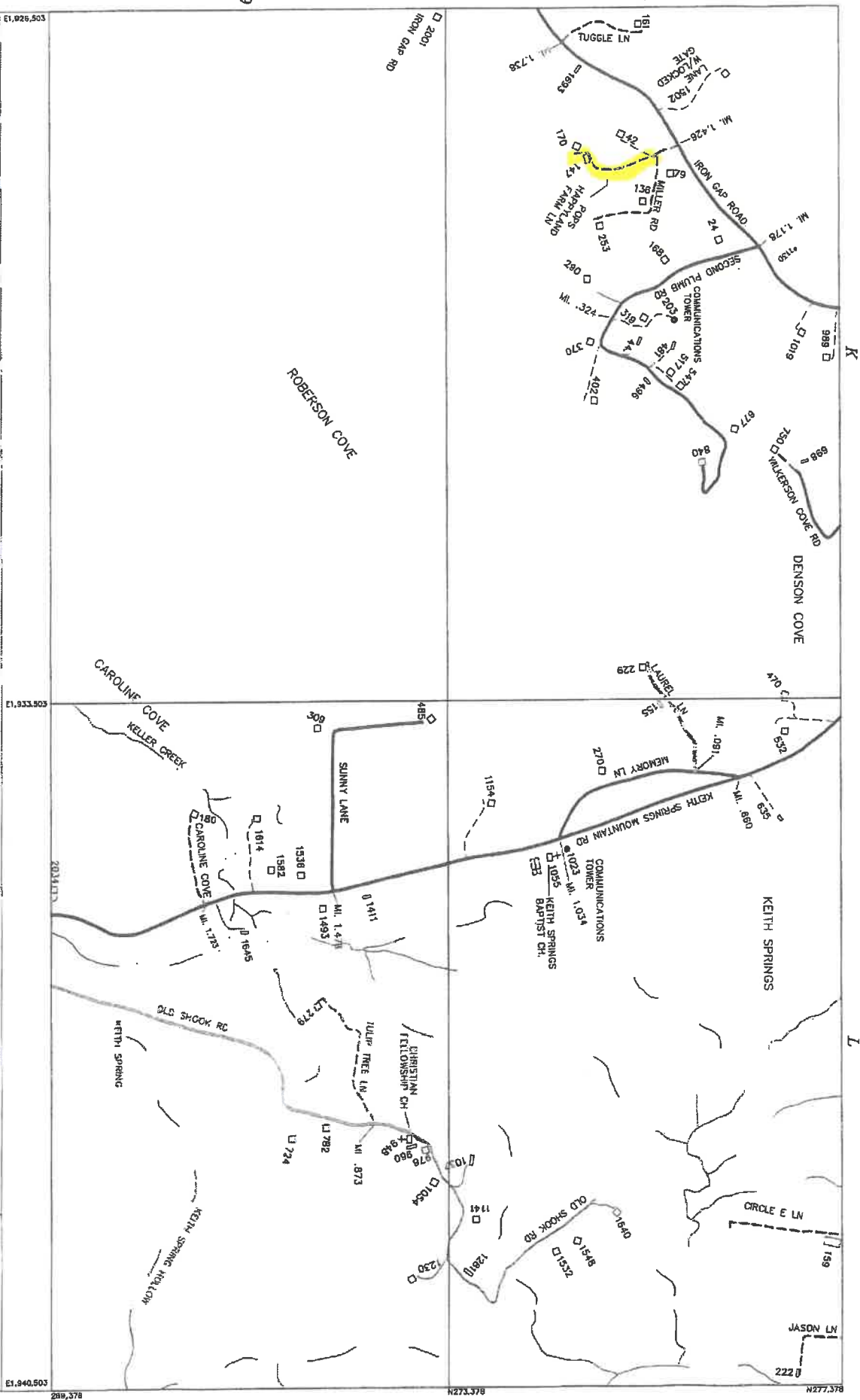
Tina Sanders, County Clerk

RESOLUTION SPONSORED BY: Summers & Schultz

MOTION TO ADOPT: Summers SECONDED BY: Shetters

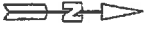
VOTE: AYES 14 NAYS _____ ABSTAIN _____

DECLARATION: passed



PREPARED BY
 WILLIAM F. AYERS & ASSOCIATES
 CARTOGRAPHIC CONSULTANTS
 P.O. BOX 622
 WINCHESTER, TN 37398

PAGE LOCATION			
72A	73B	73A	
72D	73C	73D	
82A	83B	83A	



FRANKLIN COUNTY EMERGENCY
 COMMUNICATION DISTRICT
 P.O. BOX 711, WINCHESTER TN 37398
 EMERGENCY SERVICE NUMBERS 427
 DATE OF MAP: 11-01-21

PAGE NO.

73C



SURETY'S BOND NO. LSM1735420

STATE OF TENNESSEE
COUNTY OF Franklin
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Constable

KNOW ALL MEN BY THESE PRESENTS:

That Robert Melzer of Winchester (City or Town),
County of Franklin Tennessee, as Principal, and
RLI Insurance Company as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full
amount of Five Thousand Five Hundred and 00/100 Dollars
(\$ 5,500.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our
representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected appointed to the office of Constable
County for the 4 year term beginning on the 30th day of August, 2022, and ending on the 30th day of
August, 2026.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

- That if the said Robert Melzer, Principal, shall:
1. Faithfully perform the duties of the office of Constable
of Franklin County during such person's term of office or his continuance therein; and,
 2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands
during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in
such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the
successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain
in full force and effect.

WITNESS our hands and seals this 31st day of October, 2022.

WITNESS-ATTEST:

Chris Allen

PRINCIPAL:

Robert Melzer
[Signature]

SURETY:

RLI Insurance Company

by: B. W. Davis
Vice President
Barton W. Davis

COUNTERSIGNED BY:

N/A
Tennessee Resident Agent



(Attach evidence of authority to execute bond)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF Tennessee
COUNTY OF Franklin

Before me, a Notary Public, of the State and County aforesaid, personally appeared Robert Melzer, to me known (or

proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath
acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

Witness my hand and seal this 1st day of November, 2022.

My Commission Expires:

01/23/2022

[Signature]
Notary Public



(over)

ACKNOWLEDGMENT OF SURETY

STATE OF Illinois
COUNTY OF Peoria

Before me, a Notary Public, of the State and County aforesaid, personally appeared Barton W. Davis with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of RLI Insurance Company, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

Witness my hand and seal this 31st day of October, 2022.

My Commission Expires: 3/24/2024



Catherine D. Glover
Catherine D. Glover Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by _____, County Executive/Mayor of _____ County, on this _____ day of _____.

Signed:

County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, and entered upon the minutes thereof.

Signed:

County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the _____ Court of and for said County on this _____ day of _____.

SECTION III. (Applicable to all County Officials' Bonds)
FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials' Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____.

Signed:

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

Bond No. LSM1735420

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as its true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

Principal: Robert Melzer
Obligee: State of Tennessee
Type Bond: County Public Official
Bond Amount: \$ 5,500.00
Effective Date: August 30, 2022

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 31st day of October, 2022.



RLI Insurance Company
By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 31st day of October, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 31st day of October, 2022.

RLI Insurance Company
By: Jeffrey D. Dick Corporate Secretary

A0006221

Resolution # 12r-1222

A RESOLUTION AMENDING THE FRANKLIN CO BOARD OF EDUCATION GENERAL PURPOSE SCHOOL BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2023

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:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Other Federal Through State	141	47590		MAR23	148	\$ 40,000.00	
Community Services - Operating Lease Payments	141	73300	330	MAR23	148		\$ 1,000.00
Community Services - Other Contracted Services	141	73300	399	MAR23	148		\$ 33,000.00
Community Services - Other Materials and Supplies	141	73300	499	MAR23	148		\$ 2,500.00
Community Services - Indirect Cost	141	73300	504	MAR23	148		\$ 1,500.00
Community Services - Other Charges	141	73300	599	MAR23	148		\$ 2,000.00
Additional Funding Drug Endangered Children Grant - \$40K FY 2023						\$ 40,000.00	\$ 40,000.00
Other Federal Through State -	141	47590			154	\$ 75,000.00	
Community Services - Travel	141	73300	355		154		\$ 2,050.00
Community Services - Other Contracted Services	141	73300	399		154		\$ 60,000.00
Community Services - Other Materials and Supplies	141	73300	499		154		\$ 12,950.00
New Funding Fed Formula Juvenile Delinquency FY 2023						\$ 75,000.00	\$ 75,000.00
Other Federal Through State	141	47590		93022	900		\$ 29,448.06
Other Federal Through State	141	47590		MAR23	900	\$ 29,448.06	
Community Services - Operating Lease Payments	141	73300	330	93022	900	\$ 950.00	
Community Services - Operating Lease Payments	141	73300	330	MAR23	900		\$ 950.00
Community Services - Other Contracted Services	141	73300	399	93022	900	\$ 11,604.74	
Community Services - Other Contracted Services	141	73300	399	MAR23	900		\$ 11,604.74
Community Services - Other Supplies and Materials	141	73300	499	93022	900	\$ 5,676.78	
Community Services - Other Supplies and Materials	141	73300	499	MAR23	900		\$ 5,676.78
Community Services - Indirect Cost	141	73300	504	93022	900	\$ 692.54	
Community Services - Indirect Cost	141	73300	504	MAR23	900		\$ 692.54
Community Services - Inservice/Staff Development	141	73300	524	93022	900	\$ 3,500.00	
Community Services - Inservice/Staff Development	141	73300	524	MAR23	900		\$ 3,500.00
Community Services - Other Charges	141	73300	599	93022	900	\$ 7,024.00	
Community Services - Other Charges	141	73300	599	MAR23	900		\$ 7,024.00
Community Services - Other Contracted Services	141	73300	399	MAR23	900		\$ 3,813.00
Community Services - Operating Lease Payments	141	73300	330	MAR23	900	\$ 950.00	
Community Services - Other Materials and Supplies	141	73300	499	MAR23	900	\$ 3,000.00	
Community Services - Other Charges	141	73300	599	MAR23	900		\$ 137.00
Revise Cost Center/Realignment for Coalition COVID-19 Supplement						\$ 62,846.12	\$ 62,846.12

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Other State Education Funds	141	46590		93022	116	\$ 16,093.24	
Central and Other - Other Salaries & Wages	141	72810	189	93022	116		\$ 11,459.79
Central and Other - Social Security	141	72810	201	93022	116		\$ 710.51
Central and Other - Pensions	141	72810	204	93022	116		\$ 697.56
Central and Other - Life Insurance	141	72810	206	93022	116		\$ 46.56
Central and Other - Medical Insurance	141	72810	207	93022	116		\$ 3,012.65
Central and Other - Employer Medicare	141	72810	212	93022	116		\$ 166.17
Reverse BA Trans #45 Res 10g-1022 TSW to Correct						\$ 16,093.24	\$ 16,093.24
Other State Education Funds	141	46590		93022	116	\$ 31,150.76	
Central and Other - Other Salaries & Wages	141	72810	189	93022	116		\$ 18,978.87
Central and Other - Social Security	141	72810	201	93022	116		\$ 1,260.96
Central and Other - Pensions	141	72810	204	93022	116		\$ 2,967.82
Central and Other - Life Insurance	141	72810	206	93022	116		\$ 7,137.49
Central and Other - Medical Insurance	141	72810	207	93022	116		\$ 294.93
Central and Other - Employer Medicare	141	72810	212	93022	116		\$ 510.69
Add FY 2022 TSW Carryover Budget to FY 2023						\$ 31,150.76	\$ 31,150.76
Unassigned Fund Balance							\$ 48,099.50
Other State Education Funds	141	46590			116	\$ 38,031.56	
Central and Other - Other Salaries and Wages	141	72810	189	FCHS	116	\$ 11,459.79	
Central and Other - Social Security	141	72810	201	FCHS	116	\$ 710.51	
Central and Other - Pensions	141	72810	204	FCHS	116	\$ 697.56	
Central and Other - Life Insurance	141	72810	206	FCHS	116	\$ 46.56	
Central and Other - Medical Insurance	141	72810	207	FCHS	116		\$ 3,012.65
Central and Other - Employer Medicare	141	72810	212	FCHS	116	\$ 166.17	
Revise FY 2023 TSW Original Budget to Match Funding Received from TSW						\$ 51,112.15	\$ 51,112.15

Approved this the 5th Day of December, 2022.


 Chris Guess, Honorable Franklin County Mayor & Chairman
 to the Commission

Attest:


 Tina Sanders, County Clerk

Resolution Sponsored By: Schultz & Eldridge
 Motion to Adopt By: Anderson Second By: Shultz
 Votes: Ayes: 14 Nays: _____ Pass: _____ Declaration: _____

FRANKLIN COUNTY, TENNESSEE

CHRIS GUESS, COUNTY MAYOR

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

OFFICE: (931) 967-2905

FAX: (931) 962-0194

fcmayor@franklincotn.us



December 5, 2022

Pavilion Board

Reappoint-Clint Morris – IDB Board Rep

Audit Committee

Reappoint-Margaret Lynch

Reappoint-Jackie Axt

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 DECEMBER 05, 2022 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. TAPPY BAILEY	925 NORTH VINE ST WINCHESTER TN 37398	931 703 4314	440 GEORGE FRALEY PKWY BOX 4 WINCHESTER TN 37398	931 967 2843	
2. JENNIFER L. BANKS	121 MAPLE RD HUNTLAND TN 37345	931-636-2919	1418 DINAH SHORE BLVD WINCHESTER TN 37398	931-968-6011	
3. SHARON BYRUM	106 KAYLA KOURT DECHERD TN 37324	258-699-9662	855 DINAH SHORE BLVD WINCHESTER TN 37398	931 967 2905	
4. LATSHA A DOTSON	101 RHONDI LN TULLAHOMA TN 37388	931-424-2162	704 S WASHINGTON ST TULLAHOMA TN 37388	931-455-6107	
5. DANA R. GUESS	15749 SHERWOOD ROAD SHERWOOD TN 37376	931-3088086	15749 SHERWOOD RD SHERWOOD TN 37376		
6. ROSE M. MINES	215 RADIO BEAM RD TULLAHOMA TN 37388	931-409-7799	1416 N JACKSON ST TULLAHOMA TN 37388	931 454 0668	
7. TRICIA L. REED	187 CANEY RIDGE LANE BELVIDERE TN 37306	931-308-7655	1418 DINAH SHORE BLVD WINCHESTER TN 37398	931-967-3342	
8. GREG A REYNOLDS	131 TURKEY CREEK BOAT DOCK RD TULLAHOMA TN 37388	931-235-1286	1309 N WASHINGTON ST TULLAHOMA TN 37388	931 455 5571	
9. WHITNEY ADAM SMITH	305 1ST AVE SE WINCHESTER TN 37398	931-703-6214	305 1ST AVE SE WINCHESTER TN 37398	931 967 6100	
10. PATTY L WILKERSON	550 FLOYD LN DECHERD TN 37324	931-691-1280	491 BAXTER LANE WINCHESTER TN 37398	931 967 9135	
11. JILLIAN M ZARECOR	260 HARRIS CHAPEL RD ESTILL SPRINGS TN 37330	931-691-0012	1416 N JACKSON ST TULLAHOMA TN 37388	931-454-0668	

SIGNATURE

CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE

DATE

**PLEASE SIGN-IN
GUEST AND MEDIA**

**FRANKLIN COUNTY COMMISSION MEETING
December 5, 2022**

	<u>NAME</u>	<u>AFFILIATION</u>
1.	Ingrid Fuller	
2.	Dorely	FC Leadership
3.	NICK BAZEM	Tinas Food Storage
4.	DAN BAZEM	"
5.	Harry E. Allen Jr	
6.	Brian Justice	Merald Chronicle
7.	Jimmy Ward	
8.	Steve France	FC Leadership
9.	John Mc	Highway
10.	Jeff Youngner	Leadership Franklin
11.	Kevin Wiseman	
12.	Roe Bailey	Drug Court
13.	Pat Simmons	
14.	Paul Simmons	
15.	Jonathan Gregory	FC Leadership
16.	Madysen Hebert	

NAME

AFFILIATION

- 17. Helly Patel FC Leadership
- 18. Jenna Ballard FC Leadership
- 19. Kadee Perry FC Leadership
- 20. Demek Crawford Highway
- 21. JADET PERUWEE PLANNING & ZONING
- 22. Jessica King PLANNING & ZONING
- 23. Chris Isbell WCDT
- 24. Owen Stewart FC Leadership
- 25. Caleb Mason
- 26. Brandon Williams Seawee
- 27. Joe Merrill
- 28. George Peckinpaw
- 29. Dot Peckinpaw
- 30. Kalyn Machuta FC Leadership
- 31. Jenny Armstrong FC Leadership
- 32. Mike Cunningham FC ~~AT~~ FIDB
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.