

BE IT REMEMBERED that the Houston County Legislative Body met in a Regular Session on September 18, 2023. Present and presiding was Joey Brake, County Mayor. Also attending were Robert R. Brown, County Clerk, Charles Parks, County Attorney, Kevin Sugg, Sheriff, Kris McAskill, Director of Schools, Linda Lamberth, Register of Deeds, Joy Hooper, Assessor of Property, Holly Healy, E991 Director, Melissa Barker, Houston County Archivist and Clysta Brooks, Judicial Commissioner. County Commissioners: William Agy, Stephanie Smith, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Vickie Reedy, Jean Tolley, Garet Mathis and Fred Richardson.

MOTION by Darrell Kingsmill, second by Howard Spurgeon.

I move we approve the agenda.

MOTION PASSED

AGENDA
HOUSTON COUNTY LEGISLATIVE SPECIAL MEETING
September 18, 2023



- I. Call to Order
- II. Roll Call
- III. Agenda Approval
- IV. Minutes Approval
- V. Notaries: (New) Kerry Vincent (Renewal) Kristi Dew, Ty Mitchell, Diana Lill
- VI. Old Business
 - 1. Houston County Master Plan Discussion
- VII. New Business
 - 1. Honoring Houston County WWII Veterans
 - 2. Suicide Prevention Awareness Month
 - 3. Amendment to Resolution
 - 4. Discussion on the Health Department renovations
 - 5. Comptroller Letter
 - 6. Library Board By-Laws Update
 - 7. Convenience Center Grant Contract
 - 8. Three Star Grant Fiscal Confirmation Letter
 - 9. Tax Assessor's Adjustments to property tax
 - 10. Discussion for credit card policy
 - 11. Medical Insurance Increase
 - 12. TCRS Resolution
 - 13. Danville Store Updates
 - 14. Unclaimed Property Funds Discussion
 - 15. 2013 Ford Explorer Replacement
 - 16. High Visibility Enforcement Grant
 - 17. Violent Crime Grant Discussion
 - 18. Highway Department personnel policy
 - 19. Board of Education Budget Grants
 - 20. Convenience Center Surplus
- VII. Budget Amendments and Transfers
 - 1. \$63,910 Circuit Court Correction
 - 2. \$12,752 Civil Defense Correction
 - 3. Highway Department: September Amendments
- VIII. Reports
 - 1. Highway Department Quarterly Report
 - 2. Board of Education Quarterly Report
 - 3. Library Quarterly Report
 - 4. Fire Department Report
 - 5. Judicial commissioner August Report
 - 6. Sheriff Department Report
- IX. Public Comment
- X. Adjourn

MOTION by Glenn Baggett, second by Howard Spurgeon.

I move we approve the minutes.

MOTION PASSED

MOTION by Howard Spurgeon, second by Glenn Baggett.

I move we approve all of the notaries.

MOTION PASSED

Joey Brake, County Mayor reported to this legislative body that next on the agenda was Honoring World War II Veterans. Than we would like to thank and recognize the members of the Historical Society that were involved in the World War II Program.

Joey Brake, County Mayor recognized Howard Spurgeon, Darrell Kingsmill, Glenn Baggett and Johnathon Floyd veterans and members of this legislative body. They presented plaques to the Historical Society. They also had plaques for Russell Harris and Hugh Breeden both World War II Veterans living in Houston County. Mr. Harris was invited to come forward and was presented his plaque.

That Mr. Breeden was given his plaque at the nursing home. That his family was here tonight and they were recognized.

Joey Brake, County Mayor invited the Family of Mr. Frank Cherry to come forward. That we want to recognize that he also was a World War II Veteran living in Houston County that he passed away in August. His family was presented his plaque.

State Representative Jay Reedy also thanked the veterans and their families. He read a letter from United States Senator Bill Haggerty recognizing and celebrating World War II Veterans from Houston County.

Sam Nienow, District Director for Congressman Mark Green was present to honor veterans in the congressmans behalf.

Joey Brake, County Mayor reported to this legislative body that next was Houston County Master Plan Discussion.

MOTION by Howard Spurgeon, second by Glenn Baggett.

I would like to purpose that we as the legislative body of Houston County move forward to bring forth the necessary funds to create The Master Plan for Houston County to put us in the lot for grants.

MOTION PASSED

City/County Proclamation from the Office of the Mayor
Suicide Prevention Awareness Month September 2023

WHEREAS, suicide is one of the most disruptive and tragic events a family and a community can experience, with more than 1,100 lives lost in Tennessee each year and an estimated 25 attempted suicides for each suicide death; and

WHEREAS, suicide is the eleventh leading cause of death in Tennessee, the third leading cause of death among youth and young adults ages of 10 to 24 as well as the second leading cause of death of adults ages 35-44 and the sixth leading cause of death for adults ages 45-54; and

WHEREAS, more than three lives a day are lost to suicide in Tennessee, which means we lose 21 Tennesseans each week and 97 people per month; and

WHEREAS, Tennessee veterans, active-duty military, and National Guardsmen face a disproportionate risk as compared to the general population, with more dying from suicide than combat; and

WHEREAS, public awareness of this tragic problem is the key to preventing further suffering and loss of life; and the risk for human self-destruction can be reduced through awareness, education and treatment as the highest risk for suicide is among the survivors of those who died by suicide or those who have attempted suicide; and

WHEREAS, suicide prevention has been declared a state priority by the Governor; and the Tennessee Legislature has declared teen suicide prevention as a state priority in partnership with the Tennessee Suicide Prevention Network to implement the Tennessee Strategy for Suicide Prevention; and

WHEREAS, Tennessee is a national leader in the effort to prevent suicide, being one of the first states to develop a suicide prevention and evaluation plan covering the lifespan; and

WHEREAS, 988 Suicide & Crisis Lifeline provides 24/7, free and confidential support for people in distress, prevention and crisis resources for you or your loved ones, and best practices for professionals in the United States; and

WHEREAS, the Governor of Tennessee has appointed a Suicide Prevention Network Advisory Council to coordinate the implementation of the Tennessee Strategy for Suicide Prevention; and

WHEREAS, the Tennessee Suicide Prevention Network is a grassroots collaboration of Tennesseans and organizations working to eliminate the stigma of suicide, educate the community about the warning signs of suicide, and ultimately reduce the rate of suicide in our state; and

WHEREAS, every member of our community should understand that throughout life's struggles we all need occasional reminder that we are all silently fighting our own battles; and

WHEREAS, we encourage all Tennesseans to take the time to inquire as to the wellbeing of their family, friends, and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer; and

NOW, THEREFORE, I, Joey Brake, Mayor of Houston County, do hereby proclaim September 2023, as

SUICIDE PREVENTION AWARENESS MONTH

in Houston County, Tennessee, and do urge all citizens to work to prevent suicide and to raise awareness and tolerance around all people affected by this tragedy.

Joey Brake 9-22-23

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MOTION by Howard Spurgeon, second by Glenn Baggett.

I make a motion to approve.

MOTION PASSED

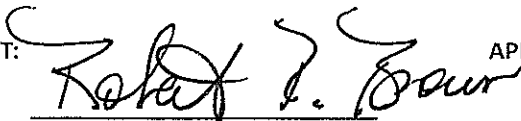
Amendment to Resolution #1-2024 Houston County Appropriations Resolution

In reference to the resolution #1-2024 made by the Houston County Legislative Body and dated July 24, 2023 such agreement is hereby amended to include the following corrections:

- 1) Amend to the 1-2024 Resolution to General Purpose School Fund 141 line item 80000 Education Debt Services total from \$522,000 to \$527,000.
- 2) Amend to the 1-2024 Resolution to General Purpose School Fund 141 line item Total School Fund from \$14,069,388 to \$14,074,388.

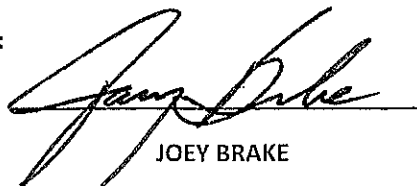
The Houston County Legislative Body agree that the corrections to the resolution are made effective as of the Houston County Legislative Body Meeting as of September 18, 2023.

ATTEST:



ROBERT R. BROWN
HOUSTON COUNTY CLERK

APPROVE:



JOEY BRAKE
HOUSTON COUNTY MAYOR

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Joey Brake, County Mayor reported to this legislative body that next was Health Department renovations and that we have \$465,000.00 in available funds.

MOTION by Howard Spurgeon, Second by William Agy.

I make a motion to proceed with this.

YES VOTES: William Agy, Stephanie Smith, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Vickie Reedy, Jean Tolley, Garet Mathis and Fred Richardson.

MOTION PASSED

MOTION by Howard Spurgeon, second by Glenn Baggett.

I make a motion to approve.

YES VOTES: William Agy, Stephanie Smith, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Vickie Reedy, Jean Tolley, Garet Mathis and Fred Richardson.

MOTION PASSED



JASON E. MUMPOWER
Comptroller

August 29, 2023

Honorable Joey Brake, Mayor
and Honorable Board of Commissioners
Houston County
PO Box 366
Erin, TN 37061-0366

Dear Mayor Brake and Board of Commissioners:

This letter acknowledges receipt of a certified copy of the fiscal year 2024 budget. Before we can continue our review of the budget, the governing body must take the following required action(s) within 90 days of the date of this letter, or the budget will not be approved.

Approval Conditional Upon the Following

Based upon our review, we are conditionally approving the budget as described below. Our review of the budget is based solely on the information we have received.

General Purpose School Fund - Planned spending in the detailed budget for the General Purpose School Fund exceeds the amount appropriated in the amended budget resolution by \$5,000. The governing body needs to either amend the budget resolution to authorize the planned spending or reduce the amount in the detailed budget to match the amount appropriated.

Please send the documents prescribed above to: LGF@cot.tn.gov. Once we receive the requested documents, we will continue our of the budget.

General Purpose School Fund

During a review of the budget we noted that it appears the General Purpose School Fund is budgeted to use \$2,639,469 of its fund balance and that a significant portion appears to be used for recurring expenditures. Proper financial management calls for recurring expenses to be funded by recurring revenue. The use of fund balance does not make the fund unstable for FY 2024, but we bring this to the attention of the County Commission to prevent future financial instability. Please see our paper: Seven Keys to a Fiscally Well-Managed Government (tncot.cc/7keys) for guidance on a structurally balanced budget.

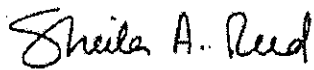
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Houston County
Budget Review Letter
August 29, 2023

Fund Balance Policy

During our review of the budget we became aware that your local government does not have a formal fund balance policy. We recommend the governing body adopt a fund balance policy for all fund types and include in its policy a requirement to maintain not less than two months of the regular operating revenue or expenditures for operating funds. You may determine more than two months is appropriate (for example, because of the timing of the receipt of major annual revenue sources and/or the timing of larger expenditures). The nature of each fund will determine the appropriate minimum amount of fund balance that should be maintained. Please refer to GFOA's best practice on fund balance guidelines when drafting your policy: <https://www.gfoa.org/materials/fund-balance-guidelines-for-the-general-fund>

If you should have questions or need assistance, please refer to our online resources or feel free to contact your financial analyst, Benjamin Johnson, at 615.747.8831 or Benjamin.S.Johnson@cot.in.gov.

Sincerely,



Sheila Reed, Director
Division of Local Government Finance



Benjamin Johnson, Financial Analyst
Division of Local Government Finance

cc: Ms. Rachael Mathis, Budget Contact, Houston County

SR:bj

Joey Brake, County Mayor reported to this legislative Body
that next on our agenda was the Houston County Library Board
By-Laws.

27 July 2023

To: Mayor Brake and Houston County Commissioners

Please add the attached by Houston County Library Board By-Laws update to the September
legislative body agenda.

The by-laws have been updated to include the new law and directions for public comment at
our board meetings.

Thank You

Melissa Barker
Houston County Library Board Chairman

**The Board of Trustees of the
Houston County Public Library
By-Laws**

Article I. Name

This organization shall be called "The Board of Trustees of the Houston County Public Library" (to be referred to hereinafter as "the Board"), existing by virtue of Tennessee Code Annotated 3-101 and exercising the powers and duties delegated to it under the said statute.

Article II. Objective

The Board shall be responsible for administering all the affairs of the library with the intent of providing free public library service for the citizens of Houston County, Tennessee in compliance with the above-mentioned code.

Article III. Membership

Section 1.

The Board shall be composed of seven (7) members appointed by the Houston County commission. Recommendations for membership on the Board should be made by the Board to the Commission not less than one month prior to the time for the election.

Section 2.

The board members shall serve without salary for a term of three (3) years and may serve no more than two (2) consecutive terms. Members filling unexpired terms shall be eligible for re-appointment. Members who have served for six (6) consecutive years shall not be re-appointed for a period of three (3) years. The terms of the trustees shall be staggered to avoid all members being replaced at one time.

Section 3.

A member of the board who fails to attend three (3) consecutive meetings unless prevented by reasons acceptable to the Board shall be retired automatically.

Article IV. Meetings

The regular meeting of the Board shall be held on the fourth Thursdays of July, September, November, January, March, and May at 9:00 AM. Special meetings may be called by the Chairman, or upon written request of four (4) members, for the transaction of business stated in the call for meeting. All Board members shall be contacted by the Secretary at least one week before the meeting; at least four (4) must attend to constitute a quorum to conduct business. The meetings comply with Tennessee Sunshine laws.

The public may request to make a public comment at any of the board meetings. Individuals are required to contact the Board Chair and tell them they would like to speak at a meeting. Individuals will be given exactly 3-minutes to speak or they can submit a written comment. The Public Comment section is limited to 15-minutes. Comments are

required to be pertinent to the meeting agenda. The Board members will not respond during public comments.

Article V.

Officers

Section 1.

Officers of the Board shall be chosen at the May meeting each year and shall be as follows: Chairman, Vice-Chairman, Secretary and Treasurer. All officers who are Board members shall have full voting powers.

Section 2.

A nominating committee appointed by the Chairman shall present nominations for these offices to the Board in May. Officers shall be elected at the May meeting and shall assume office July 1.

Section 3.

Officers shall be elected for a term of one (1) year and shall be eligible for re-election.

Approved by the Houston County Public Library Board of Trustees on Thursday, July 27, 2023


MOTION by Johnathon Floyd, second by Stephanie Smith.

I make a motion to approve.

YES VOTES: William Agy, Stephanie Smith, Glenn Baggett
Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Vickie
Reedy, Jean Tolley, Garet Mathis and Fred Richardson.

MOTION PASSED

06-21-23 GG



GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID		
October 1, 2023	September 30, 2028	32701-05187	TBD		
Grantee Legal Entity Name			Edison Vendor ID		
Houston County			0000002845		
Subrecipient or Recipient		Assistance Listing Number			
<input type="checkbox"/> Subrecipient					
<input checked="" type="checkbox"/> Recipient		Grantee's fiscal year end June 30			
Service Caption (one line only)					
Ccnvenience Center Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$45,000.00	0.00	0.00	0.00	\$45,000.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TOTAL:	\$45,000.00	0.00	0.00	0.00	\$45,000.00

Grantee Selection Process Summary

☒ Competitive Selection

All eligible entities are solicited. Grants are awarded based on the technical merit of the application, and grant contracts are funded based on funds made available through Tennessee Code Annotated section 68-211-821(a).

☐ Non-competitive Selection

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

Scott Grammer \ MKH

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
EN00016386	71301000 32742

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

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

Grantee Edison Vendor ID # 0000002845

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Title VI Certification. The Grantee is required to retain a Title VI training program within the Organization. The Grantee shall submit Title VI training verification to the State within thirty (30) days of this Grant Contract's execution and before requesting the Grantee's first payment.
- A.3. Project Pre-Implementation Meeting. The Grantee shall attend a mandatory pre-implementation project review meeting wherein grant contract expectations and contract scopes will be reviewed and explained, and a presentation of accountability for attaining said expectations will be explained before any work commences.
- A.4. Grants Management System. The Grantee shall utilize the Grants Management System (GMS) online portal to complete all relevant grant actions.
- A.5. Planning. The Grantee shall adhere to the approved timetable submitted in its application. If deviation from this timetable becomes necessary, the Grantee shall submit a written request to the State pursuant to Section A.6.
 - a. The Grantee shall submit a bid package for budget approved equipment and/or materials for approval within **sixty (60) days** of permit approval in accordance with local government bidding practices as noted in Section D.20. The bid package shall be submitted for State approval by **December 29, 2023**.
 - b. Upon receipt of written approval by the State, the Grantee shall order equipment or materials **within two (2) weeks**.
 - c. If applicable, the Grantee shall submit formal written subcontract agreements between public and private partners detailing the partnership and roles of each partner within **sixty (60) days** after Grant Contract execution.
- A.6. Permissible Exceptions. The Grantee shall meet timeline deadlines and deliverable expectations set out in the Grantee's application, but should it be necessary, the State may alter and modify expectations to a mutually agreeable new timeline so long as there is no major impact to the general scope of services and final deliverables. The Grantee shall request such an alteration or modification in writing, signed, and on appropriate letterhead, to revise dates relative to this project timeline due to unforeseen circumstances. Approval from the State must be in writing and signed prior to extending or modifying dates.
- A.7. Notice of Violation. Should the Grantee receive a Notice of Violation for any reason from the State related to the site subject to this Grant Contract, the Grantee must deliver a copy of the Notice of Violation to the contact listed in Section D.8. of the Grant Contract within two (2) weeks of receiving the violation.

- A.8. Permits. The Grantee will apply for appropriate Division of Solid Waste Management permit-by-rule(s) for convenience centers unless otherwise approved in writing by the State. The State will provide technical assistance, as requested.
- a. The Grantee shall apply for permits **within two (2) weeks** of receiving the executed Grant Contract.
 - b. The Grantee cannot proceed or use funds until a permit is issued for the proposed site(s).
 - c. During the permitting process, the Grantee can work on and submit Section A.8 documentation.
 - d. The Grantee shall apply for all appropriate zoning and construction permits needed for this project.
- A.9. Site Preparation for Equipment. The Grantee shall make all site preparation in accordance with the approved project timeline. Site preparation must comply with all local, state, and federal rules and statutes. Additionally, the Grantee must comply with permit conditions for site preparation.
- a. Preparation for the site must comply with Tennessee Comprehensive Rules and Regulations 0400-11-01-.10(3) regarding design and operational standards.
- A.10. Installation. The Grantee may proceed with installation after Sections A.2 through A.9 have been completed and approved by the State. All equipment or materials shall be purchased and installed by **June 30, 2024**.
- a. The Grantee shall order equipment or materials within **two (2) weeks** of receiving approval of bid packages in accordance with Section A.8.b.
 - b. Installation shall be in accordance with the approved project plan timeline.
 - c. The Grantee shall install equipment within **thirty (30) days** of delivery to the site.
 - d. All equipment shall be entered into the county inventory and identified with appropriate tags.
 - e. All equipment serial numbers shall be easily accessed and match inventory controls.
- A.11. Final Inspection. Once Sections A.2 through A.10 are completed, and the facility and installed equipment are ready for operation and meet the terms of the permit, the Grantee shall submit a request for an inspection to the State for an on-site or virtual inspection.
- a. The Grantee shall request a State inspection within **two (2) weeks** of installation through the GMS portal.
 - b. All equipment shall be operational at the time of a final inspection.
 - c. All equipment shall be routinely maintained, cleaned, and serviced with accessible maintenance logs for the term of the Grant Contract.

- A.12. Reimbursement. The Grantee shall proceed with a request for grant reimbursement submission in the GMS portal after Sections A.2 through A.11. have been completed and approved by the State.
- a. The Grantee shall submit a request for grant reimbursement within **thirty (30) days** of receiving State approval of inspection via the GMS portal.
 - b. A final request for grant reimbursement shall be submitted by **September 30, 2024**.
- A.13. Staffing and Operation Manual. The Grantee will develop, update, and print operation manuals for facility operations and procedures. The Grantee shall:
- a. Train staff in the operation of equipment and retain training files for in compliance with this Grant Contract and any other applicable laws or requirements.
 - b. Provide appropriate signage for operational staff and the public regarding the safe use of equipment.
 - c. Develop and print educational materials to instruct the public on proper use of the facility.
- A.14. Signage. All equipment and facilities funded through this grant must have signage with the reading: "This project was funded under a grant from the Tennessee Department of Environment and Conservation." The lettering must be at least one (1") inch tall and be placed in a publicly visible location, unless otherwise approved in writing. This sign must be posted at all times unless temporarily removed for repair or restoration following written notice to the State. "Grant Funded" sticker decals are available for mail delivery from the State upon request.
- A.15. Recycling. The Grantee shall collect a minimum of two (2) post-consumer packaging materials for recycling at this convenience center during the term of this Grant Contract.
- A.16. Failure to Progress. If the grant-funded project does not progress for a period of six (6) months and is determined by the State to be inactive, the State may initiate termination this Grant Contract for convenience in accordance with Section D.3. "Inactivity" is defined as the Grantee failing to demonstrate effective project activity towards completion or meet project milestones during any six (6) month period of this Grant Contract.
- A.17. Timing of Progress Reports. As required by Section D.17, the Grantee shall submit progress activity reports on a quarterly basis. These quarterly progress reporting activities shall, at a minimum, contain a summary of current project actions and upcoming actions.
- A.18. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below:
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at Subsections b., c., and d. below);
 - b. the Grantee's grant application;
 - c. Contract Fulfillment Letter, upon completion of Sections A.2 through A.17.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2023 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation
Division of Solid Waste Management
Materials Management Program, Grant Administration
312 Rosa L. Parks Avenue, 14th Floor
Nashville, TN 37243

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

- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

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

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

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

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

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

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

D. STANDARD TERMS AND CONDITIONS:

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

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

The State:

Cavene McHayle, Program Administrator 1
Department of Environment and Conservation
Division of Solid Waste Management
312 Rosa L. Parks Avenue, 14th Floor
Nashville, TN 37243
Email: Cavene.McHayle@tn.gov
Telephone# 615-982-0989

The Grantee:

Joey Brake, Mayor
Houston County
P.O. Box 366
Erin, TN 37061
countymayor@hoco.tn.com
Telephone # 931-289-3633
FAX # 931-289-2799

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any

lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

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

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

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

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

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing,

of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. § 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of

federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.3. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

IN WITNESS WHEREOF,

HOUSTON COUNTY:

GRANTEE SIGNATURE

DATE

HONORABLE JOEY BRAKE, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

GRANT BUDGET				
Convenience Center Grant				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: October 1, 2023		END: September 30, 2028		
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	6,439.50	715.50	7,155.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	38,560.50	4,284.50	42,845.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	45,000.00	5,000.00	50,000.00

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

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

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Electrician- wire in compactor	7,155.00
TOTAL	7,155.00

CAPITAL PURCHASE	AMOUNT
One (1) Compactor	42,845.00
TOTAL	42,845.00

I move we approve.

MOTION PASSED



Houston County Courthouse
P.O. Box 366 Erin, Tennessee 37061

JOEY BRAKE
County Mayor
Houston County, Tennessee

CountyMayor@hoco tn.com
Phone: 931-289-3633
Fax: 931-289-2799

**Fiscal Strength and Efficient Government Fiscal Confirmation Letter
2023-2024 ThreeStar Program requirements**

Date: September 8, 2023

This document confirms that Houston County has taken the following actions in accordance with the requirements of the ThreeStar Program:

- The county mayor has reviewed with the county commission at an official meeting the county's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the county's debt management policy.
- The county mayor and county commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to the issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt, the county must go through the process of assessing the county's cash flow. This is done to evaluate the county's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed issuance of debt.
- The county mayor and county commission acknowledge that all county offices are required to have documented system of internal controls (TCA Section 9-18-102).
- The county has a functioning Audit Committee that meets TN Comptrollers' standards and minutes from the County meeting are attached, along with a list of committee members. The meeting was held on _____.

County Audit Committee

This is an acknowledgment that the Audit Committee, meeting TN Comptroller Standards, met on _____. A list of committee members and the meeting minutes are also required.

- ☐ Minutes of this meeting and a list of members have been included as documentation of this agenda item.

Debt Management Policy

This is an acknowledgement that *the Debt Management Policy of Houston County is on file with the Office of the Comptroller of the Treasury* and was reviewed with the members of the Houston County Commission present at the meeting held on the ____ day of _____.

- ☐ Minutes of this meeting have been included as documentation of this agenda item.

Annual Cash Flow Forecast

This is an acknowledgement that *prior to the issuance of debt an annual cash flow forecast was prepared for the appropriate fund and submitted to the Comptroller's office* and was reviewed with the members of the Houston County Commission present at the meeting held on the ____ day of _____.

- ☐ Minutes of this meeting have been included as documentation of this agenda item.

Confirmation of Documented Internal Controls Requirement

This is an acknowledgement that Houston County Commission understands that all county offices are required to develop a documented system of internal control for all offices, funds, and departments under the authority and administration of the elected officials of Houston County in compliance with Section 9-18-102 (a), Tennessee Code Annotated.

Acknowledged this _____ day of _____, 20__.

<hr/>	
County Mayor/Executive Name	Signature

I make a motion we approve.

MOTION PASSED

To:	Honorable Houston County Commissioners			
From:	Houston County Trustee, Jimmy Lowery			
RE:	Tax Assessor's Adjustments to Property Taxes			
Map	Parcel	Increase Amt.	Decrease Amt.	
28	54.00	\$ 421.93		Rollback
20-J-D	7.01 - 3		\$ 161.00	STRUCTURE REMOVED
20-J-D	7.01 - 4		\$ 158.00	STRUCTURE REMOVED
50	6	\$ 31.49		Rollback - REC# 6559
39	17.01 & 17.02	\$ 88.17		Rollback - REC# 6560
1	5.04	\$ 243.50		Rollback - Rec # 6561
31	7.04	\$ 167.93		Rollback - Rec # 6562
31	7.05	\$ 167.93		Rollback - Rec # 6563
7	21.02	\$ 272.89		Rollback - Rec # 6564
7	21.03	\$ 67.17		Rollback - Rec # 6565
39	6	\$ 142.74		Rollback - Rec # 6566
40	16.3	\$ 140.64		Rollback - Rec # 6567
62	23	\$ 195.22		Rollback - Rec # 6568
26	18	\$ 377.85		Rollback - Rec # 6569
20-OE	61.00 - P		\$ 9.00	OUT OF BUSINESS Rec # 5407
31-C-F	10.00-P001		\$ 10.00	OUT OF BUSINESS Rec # 2936
20	68.03 - P		\$ 37.00	OUT OF BUSINESS - REC# 4452
20	50.11 - P		\$ 223.00	OUT OF BUSINESS - REC# 4463
52	6.03	\$ 109.16		ROLLBACK - REC # 6570
52	6.03	\$ 100.76		ROLLBACK - REC # 6571
20-K-B	2.00 - P-003		\$ 42.00	Out of Business - Rec # 468
26	1.01 - P - 002		\$ 51.00	Farm use Only
19-M-B	16		\$ 7.00	Portion sold to HC -
18	11	\$ 184.73		Rollback Rec #6572
26	9.02 - P		\$ 5.00	2021 - Out of business - REC # 5303
41	38	\$ 594.07		Rollback - Rec # 6573
15	28.04	\$ 745.21		Rollback - Rec # 6574
7	4	\$ 111.26		Rollback - Rec # 6575
47	23.02	\$ 598.26		Rollback - Rec # 6576
52	29.03	\$ 562.58		Rollback - Rec # 6577
18-H-A	93.00-P		\$ 92.00	Out of Business - Receipt # 2270
31	6.00 - 001		\$ 106.00	MH REMOVED- REC 4472
47	21	\$ 189.32		Rollback = rec # 6578
19-M-B	15.00-P-1	\$ 16,695.00		Rec-6579 Re Assessment 20,21,22
31-F-B	4.03-P-000	\$ 39.00		Rec-6580 Re Assessment ,22
28	43.05	\$ 22.00		Rec - 6581 - Rollback
Total:		\$ 22,268.81	\$ 901.00	

Increases	\$ 22,268.81
Decreases	\$ 901.00
Difference	\$ 21,367.81

MOTION by Darrell Kingsmill, second by William Agy.

I move we approve.

MOTION PASSED

Resolution for Houston County Credit Card Policy

WHEREAS, it is the recommendation of the county mayor to create a new Houston County Credit Card Policy that reads:

- The county credit card may be used only for online and telephone purchases
- The maximum limit shall be:
 - \$1,000 for General Purchases
 - \$1,000 for Travel Related Purchases
 - \$1,000 for Training Related Purchases
 - Limits for large county purchases (ex: grant projects) will be approved by County Mayor and County Legislative Body
- Only Department Heads and/or Designee shall be allowed to use the credit card
- The credit card will remain in the County Mayor's office locked
- A log book shall be kept in the County Mayor's Office where the card will have to be signed in and out when used
- All purchases shall be approved by the County Mayor
- A Purchase Order must be obtained prior to each online purchase


NOW THEREFORE BE IT RESOLVED, By the Board of Commissioners of Houston County, Tennessee assembled in regular session on this the 18th Day of September 2023 that the above be adopted as the Houston County Credit Card Policy and effective immediately.

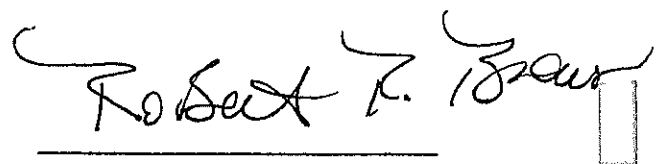
Upon a Motion by Kingsmill Seconded by Agy

On a Roll Call Vote _____ Voted AYE _____ Voted Nay _____ Passed _____ Absent _____

APPROVED:

ATTEST:

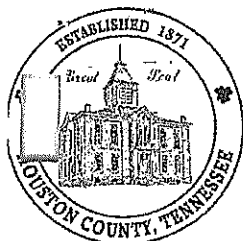

COUNTY MAYOR, JOEY BRAKE


COUNTY CLERK, ROBERT BROWN

I move we approve.

YES VOTES: William Agy, Stephanie Smith, Glenn Baggett,
Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Vickie
Reedy, Jean Tolley, Garet Mathis and Fred Richardson.

MOTION PASSED



Houston County Courthouse
P.O. Box 366 Erin, Tennessee 37061

JOEY BRAKE
County Mayor
Houston County, Tennessee

CountyMayor@hocotn.com
Phone: 931-289-3633
Fax: 931-289-2799

Date: September 18, 2023

To: Legislative Body Meeting

From: County Mayor's Office

Re: Medical Insurance Increase for 2024

In January of 2024, the State Medical Insurance rate will increase by \$29.00 for each employee, each month. This increase amount covers the employee portion of the Limited Plan we have now offered for the past 4 years.

Currently, the employee pays \$70.00 per month (or \$35.00 per paycheck) for medical insurance and the county pays \$518.00 per month per employee for the \$588.00 Limited Plan.

In January, the cost per employee will increase 5% totaling \$617.00 per month for the Limited Plan. This is a \$29.00 per month increase. If the employees contribute an additional \$20.00 per month, this would allow the county will absorb the additional \$9.00 per month.

The employee portion will rise to \$90.00 per month, and the county portion will rise to \$527.00 per month.

2024 Local Government Level 1 Monthly Rates—Narrow Networks

		Enrollment		Level 1		Change		Change	
		2023	2024	2023	2024	\$	%	\$	%
Premier PPO									
Employee	3,597	\$787	\$826	\$39	5.0%				
Employee+Child(ren)	496	\$1,221	\$1,282	\$61	5.0%				
Employee+Spouse	500	\$1,771	\$1,900	\$129	7.3%				
Employee+Spouse+Child(ren)	651	\$2,127	\$2,232	\$105	5.0%				
Standard PPO									
Employee	1,630	\$724	\$760	\$36	5.0%				
Employee+Child(ren)	193	\$1,123	\$1,179	\$56	5.0%				
Employee+Spouse	186	\$1,628	\$1,748	\$120	7.4%				
Employee+Spouse+Child(ren)	203	\$1,955	\$2,054	\$99	5.1%				
Limited PPO									
Employee	3,028	\$588	\$617	\$29	5.0%				
Employee+Child(ren)	512	\$912	\$958	\$46	5.0%				
Employee+Spouse	296	\$1,323	\$1,420	\$97	7.3%				
Employee+Spouse+Child(ren)	322	\$1,588	\$1,668	\$80	5.0%				
Local CDHP/HSA									
Employee	280	\$543	\$570	\$27	4.9%				
Employee+Child(ren)	40	\$842	\$884	\$42	5.0%				
Employee+Spouse	44	\$1,221	\$1,310	\$89	7.3%				
Employee+Spouse+Child(ren)	76	\$1,466	\$1,539	\$73	5.0%				

Premium differential of \$75 for employee only / \$85 for employee + child(ren) / \$150 for employee + spouse and employee + spouse + child(ren) applies to Cigna OAP and BCBS Network P

TIN

I move we approve.

MOTION PASSED

Tennessee Consolidated Retirement System

A RESOLUTION to authorize and appropriate funds for an actuarial study to determine the cost(s) associated with allowing eligible employees and former employees of a political subdivision to establish retirement credit for service rendered by such employees prior to the political subdivision's participation in the Tennessee Consolidated Retirement System.

WHEREAS, the Houston County (the "Political Subdivision") began
(Name of Political Subdivision)

participation in TCRS on January 1, 2023 ("Participation Date"), but did not authorize its employees to establish credit in TCRS for any, or only a portion, of the previous service they rendered to the Political Subdivision prior to the Participation Date ("Prior Service")

WHEREAS, the Political Subdivision now wishes to considering allowing additional Prior Service credit under the provisions of Tennessee Code Annotated, Section 8-35-203(a)(2) for its current and former employees who are members of TCRS and who meet the following conditions:

1. The individual must have been employed with the Political Subdivision on its Participation Date and continuously for the thirty (30) days immediately preceding that date; provided, that in the event the individual was not continuously employed by the Political Subdivision from the period of previous service claimed through and including the Political Subdivision's Participation Date, the individual must have been employed by the Political Subdivision on its Participation Date and continuously for the six (6) months immediately preceding or after that date; and
2. The individual must have become a member of TCRS within thirty (30) days after the Political Subdivision's Participation Date; and

WHEREAS, prior to authorizing the Prior Service credit, Tennessee Code Annotated, Section 8-35-203(a)(2) requires the chief governing body of the Political Subdivision to adopt a resolution authorizing and paying for the cost of an actuarial study to determine the liability associated with such Prior Service.

NOW, THEREFORE BE IT RESOLVED, That the County Commission of
(Name of Governing Body)

Houston County hereby authorizes and agrees to pay for an actuarial study to determine the cost(s)
(Name of Political Subdivision)

associated with such Prior Service based on the following scenarios:

(CHECK AND COMPLETE ONE OR MORE BOXES). For each individual described above, the Political Subdivision will:

1. ☐ Purchase ALL years of Prior Service credit on behalf of the individual.
2. ☐ Purchase NO years of Prior Service credit on behalf of the individual, but shall accept the unfunded liability should the individual establish ALL years of Prior Service.
3. ☒ Purchase -0- years of Prior Service credit on behalf of the individual and accept the unfunded liability should the individual establish an additional 3 or 5 years of Prior Service credit.
4. ☐ Purchase _____ years of Prior Service credit on behalf of the individual and no additional Prior Service credit may be established; and

BE IT FURTHER RESOLVED That there is hereby appropriated from the general funds of the Political Subdivision such amount as is required to pay for the cost of the actuarial study. Upon receipt of the actuarial study results, the Political Subdivision

shall pay the cost for the study from the funds herein above appropriated to TCRS, or as otherwise directed by the TCRS Board of Trustees.

STATE OF TENNESSEE
COUNTY OF HOUSTON

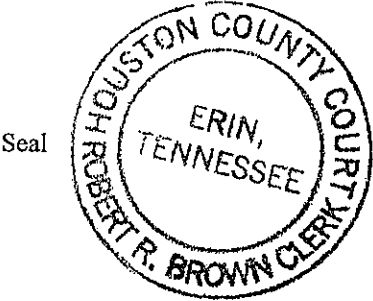
I, Robert R. Brown, clerk of the

County Commission for Houston County
(Name of Governing Body) (Name of Political Subdivision)

Tennessee, do hereby certify that this is a true and exact copy of the foregoing Resolution that was approved and adopted in accordance with applicable law at a meeting held on the 18 day of September, 2023, the original of which is on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of Houston County
(Name of Political Subdivision)

Robert R. Brown
As Clerk of the Board, as aforesaid



MOTION by Howard Spurgeon, second by Glenn Baggett.

I move that we move this to the next legislative body meeting so we can find additional cost and they can provide us with their profit and loss statement.

MOTION PASSED

DANVILLE LANDING

12350 Hwy 147
Stewart, TN. 37175

September 07, 2023

Quote for estimated cost of improvements to bring the store to code for food service.

3 Compartment Sink	\$745.00
Faucet for a 3 Compartment Sink	\$245.00
Single Hand Wash Sink	\$101.00
Faucet for Hand Wash Sink	\$175.00
Counter Top	\$954.00
Install Larger Water Heater	\$800.00
Total	\$3,020.00

Thank you

Tammy Reasons

MOTION by Howard Spurgeon, second by Stephanie Smith.

I make a motion that we approve the \$100,000.00 payment and earmark that to pay pn the loan at Traditions Bank.

YES VOTES: William Agy, Stephanie Smith, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Vickie Reedy, Jean Tolley, Garett Mathis and Fred Richardson.

MOTION PASSED



Rachael Mathis

Houston County Courthouse
P.O. Box 366 Erin, Tennessee 37061

hcexassist@peoplestel.net

Phone: 931-289-3633

Fax: 931-289-2799

Date: September 18, 2023

To: Legislative Body

From: County Mayor's Office

Re: Early Payment to Convenience Center Loan

Funds of \$100,000.00 of the \$106,767.85 unclaimed property check are requested to move to fund 151 in order to apply payment to the principle in order to pay down current loan.

Fund 151: Convenience Center Loan

From: 101-44170 Miscellaneous Refunds	\$100,000.00
To: 101-39000 Unassigned Fund Balance	100,000.00
From: 101-39000 Unassigned Fund Balance	\$100,000.00
To: 151-39000 Unassigned Fund Balance	100,000.00
From: 151-39000 Unassigned Fund Balance	\$100,000.00
To: 151-82110-602 Conv Principal On Notes	100,000.00

"This institution is an equal opportunity provider and employer"

I move that we hold off purchasing another vehicle at this time.

MOTION PASSED



Houston County Fire Department
P.O. Box 50
2400 West Main St.
Erin, Tennessee 37061
Chief James Stanley
Cell: (931) 801-7585
Office: 931-289-4460



9 Sept 2023

To: Houston County Commissioners

Subject: 2013 Ford Explorer replacement

Commissioners,

I am currently driving a 2013 Ford Explorer that was purchased from the Sheriffs office. It has 156,000 hard driven miles. The transmission has been skipping since December 2021.

In 2022 it was determined that the transmission torque converter is going out. The transmission is slipping more and more. With the amount of miles it has, I do not feel it is worth the money to replace the transmission. Shamrock motors has given me an estimate of just short of \$6,000, if everything goes good on the removal and replacement. In the past I just added fluid and it stopped skipping. That short term "fix" is no longer working.

I am asking for \$20,000 to find a replacement vehicle for the Fire Chief. I feel confident that with that amount I can find a suitable replacement that could last the Fire Department a good long time.

Thank you for your time and consideration.

A handwritten signature in black ink, appearing to read "James Stanley".

MOTION by Glenn Baggett, second by Johnathon Floyd.

I move we approve.

YES VOTES: William Agy, Stephanie Smith, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Vickie Reedy, Jean Tolley, Garet Mathis and Fred Richardson.

MOTION PASSED

09-07-23;02:18PM;Erin Co. Sheriff

9312895579

21/ 22



Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I Joey Brake as the County Mayor of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

Houston County hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2023-2024 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Joey Brake County Mayor
Name and Title (Printed)

Signature

Kevin Sugg Sheriff
Name and Title (Printed)

[Signature]
Signature

Spencer Bryant Project Dir.
Name and Title (Printed)

[Signature]
Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

Signature of Person Granting Authority

Date


ATTACHMENT ONE
PAGE 1

GRANT BUDGET	
Agency Name: Houston County Sheriff's Department	
Project Title: High Visibility Enforcement of Tennessee Traffic Safety Laws	
The grant budget line-item amounts below shall be applicable only to expense incurred during the following	
Applicable Period: BEGIN: 10/01/2023 END: 09/30/2024	

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$5,000.00	\$0.00	\$5,000.00
4, 15	Professional Fee, Grant & Award 2	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest 2	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation 2	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel 2	\$0.00	\$0.00	\$0.00
20	Capital Purchase 2	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$5,000.00	\$0.00	\$5,000.00

- Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Sub-recipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf).
- Applicable detail follows this page if line-item is funded.

06-21-23 GG

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 1, 2023		End Date September 30, 2024		Agency Tracking # Z24THS134	Edison ID 78559 (AL)
Grantee Legal Entity Name Houston County Sheriff's Department					Edison Vendor ID 2683
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number - 20.607 Grantor's fiscal year end - June 30			
Service Caption (one line only) High Visibility Enforcement of Tennessee Traffic Safety Laws					
Funding					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024		\$ 5,000.00			\$ 5,000.00
TOTAL:		\$ 5,000.00			\$ 5,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional)		Account Code (optional) 71301000			

06-21-23 GG

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Houston County Sheriff's Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Houston County Sheriff's Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2683

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Alcohol Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backlog of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backlog of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

06-21-23 GG

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That it is encouraged to adopt and enforce, in accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including

policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- h. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- i. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- j. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- k. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- l. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- m. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- n. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. ~~To notify each employee engaged in the performance of this Grant Contract and to notify~~ each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. ~~That, upon notification from an employee of any criminal drug statute conviction, the~~ Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Interacting with Individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Thousand Dollars and Zero Cents (\$ 5,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— It must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) ~~An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget~~

- and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An Invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An Invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C., payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be

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construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. **STANDARD TERMS AND CONDITIONS:**

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

compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

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

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

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

The State:

Olyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office

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Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

SPENCER BRYANT, CHIEF DEPUTY
Houston County Sheriff's Department
3330 State Hwy 149
Erin, Tennessee Tennessee 37061
sbryant@hcsotn.org
Telephone # (931) 289-4614
FAX # (931) 289-5579

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). ~~The obligations set forth in this Section shall survive the termination of this Grant Contract.~~

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

~~b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.~~

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- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison Identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317-200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order. In whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.acfr.gov/cpl-hin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal

offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in subsection b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

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

- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

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

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

IN WITNESS WHEREOF,

Houston County Sheriff's Department:


GRANTEE SIGNATURE

09/07/23
DATE

Kevin Sugg Sheriff
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

05-21-23 GG

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Houston County Sheriff's Department
Subrecipient's Unique Entity Identifier (SAM)	MTA4VALZG1B4
Federal Award Identification Number (FAIN)	69A37523300001540TNA
Federal award date	10/01/2023
Subaward Period of Performance Start and End Date	10/01/2023 - 09/30/2024
Subaward Budget Period Start and End Date	10/01/2023 - 09/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2023
Grant contract's end date	09/30/2024
Amount of federal funds obligated by this grant contract	\$ 5,000.00
Total amount of federal funds obligated to the subrecipient	\$ 5,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,552,732.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Alcohol Open Container
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

00
Joey Brake, County Mayor reported that next was Violent Crime Grant.

MOTION by Howard Spurgeon, second by Darrell Kingsmill.

I make a motion to approve.

YES VOTES: William Agy, Stephanie Smith, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Vickie Reedy, Jean Tolley, Garet Mathis and Fred Richardson.

MOTION PASSED

Joey Brake, County Mayor reported that next was the Highway Department Personnel Policy.

Houston County Highway Department

Employee Handbook & Personnel Policy

WELCOME

We would like to take this opportunity to welcome you as an Employee of the Houston County Highway Department. We hope that you take pride in your job, your job performance and your work. This handbook is designed to detail the privileges, benefits, and responsibilities that are yours as an Employee.

This handbook has been compiled to serve as a source of information regarding the general operation procedures for Employees of the Houston County Highway Department. This handbook has been prepared to help you become better acquainted with the Houston County Highway Department and what you can expect as a member of this important team.

PURPOSE OF THIS HANDBOOK:

The purpose of the Personnel Policies of the Houston County Highway Department is to provide uniform and equitable guidance and procedural instruction to the staff and Employees of all programs, including delegate programs administered by the county, and to ensure that all Employees fully understand the terms and conditions of his or her employment. Personnel policies will be reviewed at least once during each fiscal year. Any changes, additions or deletions will be made only with the approval of the Highway Superintendent and County Attorney.

The material in this handbook is intended as a guide to help you become acquainted with the county. It is not the final word in all cases. Circumstances may dictate individual attention, and the policies and procedures set out in this handbook may be modified or omitted in particular situations. It is not a contract of employment. You should become familiar with the information contained in this handbook. If questions come to mind that are not addressed in this handbook, see your supervisor. If he or she does not have an immediate answer to your particular question, he or she will get the answer for you.

Again, please read this handbook carefully and keep it for future reference. If changes are necessary or revisions made, you will be given revised copies for inclusion in your personal copy of your handbook. Contact your supervisor if you should lose your copy.

GENERAL PERSONNEL PRACTICES AND ADMINISTRATIVE GUIDELINES

EQUAL OPPORTUNITY EMPLOYER:

The Houston County Highway Department is an Equal Opportunity Employer. The Houston County Highway Department shall recruit, hire, train and promote the most qualified person without regard to race, color, religion, sex, national origin, age or non-job-related disability or ailment. The Houston County Highway Department shall not discriminate on a person's national origin, or citizenship status concerning recruitment, hiring or discharge. The Houston County Highway Department shall not knowingly employ a person who is or becomes an illegal alien. In accordance with The Immigration Reform and Control Act of 1986, all applicants for position with the Highway Department regardless of National Origin shall provide suitable documentation of citizenship.

If you feel this policy has been violated in any way, you are to report this matter to the Highway Superintendent.

AMERICANS WITH DISABILITIES (ADA):

The Houston County Highway Department shall not discriminate against qualified persons with a disability with respect to employment to include job applications, hiring, advancement, discharge, compensations, training or any other terms, conditions or privileges of local government. The Houston County Highway Department shall make all reasonable accommodations for known physical or mental limitations. The Houston County Highway Department shall not exclude persons with disabilities from job opportunities unless they are not able to perform the job with reasonable accommodations.

The ADA was enacted on July 26, 1990, and provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

The definition of the term "disability" is divided into three parts. An individual must satisfy at least one of these parts in order to be considered an individual with a disability for purposes of the ADA Act. An individual is considered to have a "disability" if that individual either (1) has a physical or mental impairment which substantially limits one or more of that person's major life activities, (2) has a record of such impairment, or, (3) is regarded by the covered entity as having such impairment.

Further information on the American Disability Act (ADA) is posted on the premises in accordance with the Federal, State laws.

DISCRIMINATION / HARASSMENT COMPLAINT PROCEDURE:

Discrimination, including harassment, in the workplace on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, or status in any other group protected by law is illegal. If an employee believes that he or she has been subjected to illegal discrimination or harassment related to employment with the Houston County Highway Department, the employee should report the incident promptly to the county official or department head under whose direction the employee works. If the problem is not resolved within a reasonable time, or if for any reason the employee feels uncomfortable reporting the problem to the county official or department head, then the problem should be reported to the county. The county may act as a mediator between the affected employee and the county official or department head under whose direction the employee works to assist them in reaching an acceptable resolution of the problem, but the county has no legal authorization to make employment decisions on behalf of the county official or department head. A conclusion by the county that disciplinary action should be taken does not constitute a finding of unlawful discrimination or harassment; in order to further its objective of equal employment opportunities the county may, but shall not be required to, interpret its policy more broadly than federal or state law mandates. No adverse personnel action will be taken against an employee for reporting an incident of discrimination or harassment or for assisting in the investigation of a complaint. However, disciplinary action may be taken against an individual who intentionally and maliciously provides false information in connection with a complaint.

SEXUAL HARASSMENT POLICY:

Sexual harassment, which can consist of a wide range of unwanted and unwelcome sexually directed behavior, is defined as: Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (1) Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment or of obtaining public services; OR (2) Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment or public services; OR (3) Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Neither sexual harassment nor any other form of unlawful harassment will be tolerated in the workplace. Employees are urged to report alleged incidents of unlawful harassment. No adverse personnel action will be taken against any employee who reports such incidents or who assists in an investigation of a complaint. Anyone found to be engaging in harassment in violation of county policy will be subject to disciplinary action, up to and including termination of employment. A finding of a violation of county policy does not, however, amount to a finding of unlawful harassment; in order to further its objective of equal employment opportunities the county may, but shall not be required to, interpret its policy more broadly than federal or state law mandates.

FAIR LABOR STANDARDS ACTS:

In compliance with the Fair Labor Standards Act, an Employee is entitled to know the amount of compensation he/she shall be paid in advance of beginning work. Compensable hours of work include all times during which the Employee is on duty. Employees are entitled to no less than minimum wage. Wages are due on the regular pay day for the pay period covered. Deductions cannot be taken from an Employee for uniforms, tools, etc., if the net effect is to reduce an employee's salary to less than minimum wage. There shall be overtime compensation for Employees in the event they have been required to work over a regular scheduled work day. This is not applicable to Employees that are on a salary-based pay such as the Highway Superintendent. The rate of compensation is to be not less than one, and one-half times the regular rate of pay.

The Houston County Highway Department shall not have gender-based pay differentials between men and women employed in the same capacity, on jobs that require equal skill, effort and responsibility.

CODE OF CONDUCT:

Employee performance and conduct have a very important role in the government's purpose and responsibility to serve the public. Your conduct at work should always be positive when dealing with the public, co-workers, supervisors or others. Misconduct or insubordination will be grounds for immediate disciplinary action. The severity of the disciplinary action will depend on seriousness of the offense, work record and other relative information.

The following behaviors are subject to disciplinary action:

- o Abusive and inconsiderate treatment of public or co-workers
- o Conviction of a criminal charge
- o Willful destruction of county property
- o Careless, negligent or improper use of county property or equipment
- o Stealing, deceit or dishonesty
- o Reporting to work under the influence of alcohol or drugs
- o Excessive tardiness, absences, or abuse of leaves of absence
- o Inefficiency or incompetency in the performance of duties
- o Negligence in the performance of duties
- o Failure to maintain satisfactory and harmonious working relationships with public and fellow Employees
- o Habitual pattern of failure to report for duty at the assigned time and place
- o Sleeping or failure to remain alert during duty hours
- o Refusal to accept a reasonable and proper assignment from an authorized Supervisor (insubordination)
- o Possession of unauthorized firearms, lethal weapons, alcohol or illegal drugs on the job

Please note that this does not include each and every action which might result in discipline and the disciplinary action might vary according to the level of severity of offense.

PROGRESSIVE DISCIPLINARY ACTION:

The Supervisor is responsible for maintaining the proper performance level, conduct and discipline of the Employees under his or her supervision. When corrective action is necessary, the Supervisor will use disciplinary action.

PERSONNEL RECORDS AND KEEPING:

All personnel files are kept on each Employee. Information pertaining to your employment is maintained in the personnel file and is available to you during regular office hours.

It is most important that your records are kept accurate and up-to-date at all times. You should report any change in your status, including changes to your name, address, marital status or the number of dependents you may have. Record keeping of wages, hours, absences and copies of payroll checks are kept on file.

DRESS, GROOMING AND PERSONAL HYGIENE:

As a county Employee, you are expected to maintain a standard of dress, grooming, and personal hygiene; which reflects good taste and common sense. Uniforms are provided for full time Employees. For safety purposes, full length pants & shirts with short or long sleeves must be worn.

HOUSEKEEPING AND SUPPLIES:

You have an obligation and responsibility to use and care for machines and equipment you use on your job. Improper use and maintenance of equipment that you and others depend upon can lead to unnecessary losses in time and money. When not in use, equipment should be stored or covered.

CLASSIFICATION OF EMPLOYEES:

1. FULL TIME:

Employees that work at least thirty (30) hours on a regular basis are considered full time.

2. PART TIME:

Employees that work less than thirty (30) hours per week on a regular basis are considered part time. Part time Employees are not eligible for Employee benefits, holiday pay or paid leave.

3. TEMPORARY (or) SEASONAL:

Employees that are hired for a limited purpose or a specific time period are deemed temporary or seasonal. Temporary or seasonal Employees are not eligible for any benefits, holiday pay or paid leave.

4. SALARY EMPLOYEES

In the event of a disaster and/or emergency situation the salary Employee will be compensated for his or her work. Any salary Employees who work during a disaster and/or emergency situation are entitled to compensation for such hours, either in cash at the rate of one and one-half times his or her regular rate of pay, or (with a prior agreement or understanding between the employer and Employee), compensatory time off at the rate of one and one-half hour for each hour of overtime worked. Overtime must receive prior approval from his or her supervisor.

Salary Employees are entitled to the same vacation pay as the personnel policy states for all Employees according to his or her years of service, and will accrue ten (10) hours sick time at the beginning of each month, as stated in this handbook.

PROBATIONARY PERIOD OF EMPLOYMENT:

New Employees are regarded as on probation until they have completed successfully and satisfactorily ninety days of employment. The primary purpose of the probationary period is to ensure that the Highway Department and your immediate Supervisor have an opportunity to know you, your performance, and to provide you with a learning period.

After successful completion of the probationary period the Employee's eligibility for benefits may begin if the Employee's classification permits this.

Any Employee on probationary period may be terminated at any time, at the sole discretion of his or her supervisor or Highway Superintendent.

WORK SCHEDULE:

Each Employee may have one (1) 15-minute break during each morning and one (1) 15-minute break during each afternoon. Lunch break is for 30 minutes from 11:00 a.m. to 11:30 a.m. If you are unable to take your lunch break during this time, you must notify your supervisor.

ATTENDANCE:

If you must be absent or late for any reason, you **must** call and **personally** notify your immediate Supervisor or Highway Superintendent as soon as possible, preferably the day before you must be absent but no later than thirty minutes after you are required to report to work.

When you have to be late or absent, it is important for you to give your supervisor advance notice so that replacement arrangements or work assignments can be made. Your supervisor will cooperate with you on these occasions if you will personally give him or her as much advance notification as possible; after all, your Supervisor must account for or approve any of your absences from work.

TARDINESS:

6-15 minutes late = 15 minutes docked
 21-30 minutes late = 30 minutes docked

This method of calculation also applies if leaving early.

If you are going to be tardy, you must call and notify your supervisor.

WORK WEEK:

The pay period for Employees of the Houston County Highway Department begins at 12:00 a.m. on Thursday and ends at 11:59 p.m. on Wednesday each week. The regular workweek for Employees is ten (10) hours per day, 6:30am – 5:00pm with 30 minutes for lunch. All other hours will be compensated at 1 ½ times your regular pay. Administration Office hours may vary and are approved by the Highway Superintendent.

OVERTIME:

Overtime is defined as any time worked over in excess of a normal work day. Nonexempt Employees, as defined herein, who work in excess of a normal work day, are entitled to compensation for such hours, either in cash at the rate of one and one-half times his or her regular rate of pay, or (with a prior agreement or understanding between the employer and Employee) compensatory time off at the rate of one and one-half hour for each hour of overtime worked. Employees shall not work overtime without first receiving the approval of his or her Supervisor. Any Employee who works overtime without obtaining advance approval of the Supervisor as required may be subject to disciplinary action, up to and including termination of employment.

COMPENSATORY TIME:

Compensatory time may be given to those Employees who work overtime as provided in the section named "Overtime". The maximum number of compensatory time hours that an Employee may accrue is 120 hours. Birthday leave, if not taken by an Employee on his or her birthday, may be moved to compensatory time. In the event of termination of employment, Employees will be paid any accrued compensatory time.

INSURANCE:

Group health insurance which consists of life, medical and dental coverage is available for full time Employees that have completed his or her probationary period. You must have your application for group coverage completed by the ending of your probationary period. The Highway Department pays 75% of the premium for this plan. If you have group health insurance and wish to make changes then you must wait until the next open enrollment period unless there is a change that is a qualifying event. Any Employees who have insurance coverage through another insurance company may apply for coverage if his or her coverage has been terminated. If you are interested in insurance coverage then please see the office for further information.

There are also optional disability, heart and accident policy plans. These are payroll deducted and the premiums are sent in to the company, however the Highway Department does not contribute to any portion of these premiums.

The county fully funds a life insurance policy that may be taken out after an Employee has completed his or her probationary period.

WORKERS COMPENSATION:

Workers Compensation coverage is provided to all Employees except elected and appointed officials.

RETIREMENT:

Tennessee Consolidated Retirement System - This is a mandatory program for all new hires beginning January 1, 2023. The employee will start contributions immediately. Those employees hired prior to January 1, 2023 had the option to "opt" out of the TCRS Program. Employees will be vested after 5 years of employment. For more information you can contact the HR Director (employee and employer paid.)

A full-time employee is eligible to participate in the Empower Retirement Program. For more information, you can contact the HR Director (employee and employer paid).

TRAVEL:

The Houston County Highway Department shall reimburse Employees for pre-approved travel related to the business of the Highway Department. Mileage shall be reimbursable at the same rate as reimbursable for state Employees. When overnight business is necessary, the Houston County Highway Department shall reimburse for meals as follows: maximum reimbursement for meals will be \$50.00 per day toward meal purchases. Accommodations related to travel necessary for business of the Highway Department will be paid in advance.

EMPLOYEE LEAVE AND DEFINITIONS OF LEAVE

HOLIDAYS:

The Houston County Highway Department observes the following holidays. Each full time Employee will receive ten (10) hours for holiday pay for each day. Full time Employees will be eligible for holiday pay after his/her first day of employment.

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Day Before Thanksgiving Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Day after Christmas

When one of the above paid holidays falls on a Sunday, the following Monday will be observed as the holiday. When a holiday falls on a weekend, the proceeding Thursday will be observed as the paid holiday. You must work the scheduled working day before and after the holiday unless you are on authorized leave or approved vacation in order to receive holiday pay.

The Houston County Highway Department closes the week of July 4th. Employees will be paid for this time and will be placed on call. If an employee is called out to work beyond their normal work schedule, they will receive overtime pay.

ANNUAL LEAVE:

All county Employees who are employed on a full-time basis that have one year of service will earn 40 hours of annual leave each year.

Employees with 5-10 years of full-time employment will earn 80 hours of annual leave.

Employees with 10 years or longer will earn 120 hours of annual leave.

All annual leave must be approved with your supervisor. In the event of termination of employment, Employees will be paid any accrued annual time.

The maximum amount of leave that can be accumulated is 160 hours. The employee may move any excess accrual vacation time to comp time, as long as their comp time doesn't exceed the maximum hours allowed.

BIRTHDAY LEAVE:

Employees who are full time will receive ten (10) hours off with paid leave for his or her birthday. This leave must be used within one week of your birthday, or you may choose to move it to compensatory time. This leave becomes eligible after you have reached your probationary period.

SICK LEAVE:

All full time Employees accrue ten (10) hours of sick leave per month. Sick leave is accumulated on the first day of each month. This leave is accumulated after you have reached your probationary period.

Even though you accrue ten (10) hours per month of service, you should keep in mind that the use of the benefit is permissive and not a right of employment. Before sick leave may be authorized, your supervisor must be satisfied that you were too sick to perform your normal duties or your physical condition was a hazard to fellow Employees. Sometimes, Employees will remain at home simply because they do not feel well. If this is a temptation for you, please be sure you know the difference between sickness and not feeling well. If you are ill, take care of yourself and see a physician. If you don't "feel up to par," resist the urge to call in sick and report for work; people are depending on you.

The intent of sick leave accrual is to establish an emergency "bank" of leave time to cover you during some extended time you may have to be off the job. In accruing leave, you are assuring yourself of a regular income when you are absent from work due to illness or injury.

Sick leave may be used only when:

- You are sick or disabled.
- You have an appointment with a doctor or a dentist.
- Your doctor has advised you not to work due to illness or injury. (Provided by a note).
- Your immediate family is ill and it is necessary that you provide care for them.
- When there is a serious illness or death in your immediate family. Immediate family includes: spouse, parents, children, brothers or sisters, father-in-law & mother-in-law. It also includes other relatives by blood or marriage if they are living under the same roof with you.

If you are not at work during your regular work hours, you must be on authorized leave. This means that your supervisor knows of and has approved your absence in advance. Abusive use of sick leave may result in the termination of this benefit for the Employee. There is no payment of sick leave after termination.

FAMILY MEDICAL LEAVE:

Family Medical Leave is available to eligible Employees. The Family Medical Leave Act basically states that eligible Employees may be granted up to twelve work weeks of leave each year for specified family and medical reasons. Continued health insurance coverage is provided during the leave period but is the financial responsibility of the Employee. Arrangements need

to be made through the office. Granting of this leave is done in accordance with applicable state and federal laws, rules, and regulations.

Reasons for utilizing the Family Medical Leave Act include:

- A. The birth of a child by an Employee, and the need to care for the child. Exception to this provision is granted to female Employees who give birth to a child. In this situation, those Employees may apply for maternity leave.
- B. The placement of a child with an Employee for adoption or foster care.
- C. Caring for spouse, son, daughter, or parent of the Employee, if such spouse, son, daughter, or parent has a serious health condition.
- D. An employee having a serious health condition that restricts Employee from being able to perform functions of his or her position.

If a husband and wife both work for the county and a child is born to them, the wife may take maternity leave, (120 calendar days) and husband may take twelve weeks of leave under this act.

If a husband experiences a serious illness and needs the entire twelve weeks, the wife is also entitled to take the entire twelve weeks. There must be proof of serious illness provided, including the date of the illness or ailment began, the probable duration of the condition and the appropriate medical fact regarding the condition. The reverse is also true for the wife.

If the mother-in-law or father-in-law of an Employee has a serious illness, the husband and wife can only take twelve weeks between them.

The Department Head, Office Holder or County Official may require periodic reporting on the status of the situation and the intention of the Employee to return to work.

MATERNITY LEAVE:

Maternity Leave is granted under the Family Medical Leave Act and will apply in accordance. Sick leave, Annual leave and Compensatory time may be used during this time of leave.

MILITARY LEAVE:

Military Leave is granted in accordance with applicable state and federal laws, rules and regulations.

BEREAVEMENT LEAVE:

Granted for 3 days in the event of the death of an employee's spouse, child, step-child, grandchild, parents, grandparents, siblings, step-parents and parents-in-law without charge to

the Employees leave time. Two (2) additional days of sick leave may be granted to provide a total of five (5) days of absence for this purpose.

VOTING LEAVE:

On Election Day a county Employee shall be allowed ample time, not to exceed three hours from work, to vote. If the polls are open for more than three hours before or after an employee's shift begins, then the Employee is not entitled to leave for the purpose of voting. If time from work is necessary, the Employee is required to give notice to his or her supervisor by noon the day prior to Election Day.

JURY DUTY LEAVE:

No Employee will lose pay while serving on a jury. We expect our Employees to report to work when not actually sitting on the jury. An Employee will receive regular pay less the amount paid by the court for jury service.

ADMINISTRATIVE LEAVE:

In the event the Houston County Highway Department has an unforeseen health and/or safety threat, or for any reason deemed necessary by the Highway Superintendent, current employees may be placed on Administrative Leave. This leave is with pay and benefits intact. Administrative Leave shall not exceed ten days per year, unless the situation requires additional attention.

In the event when Administrative Leave is enforced, the Houston County Highway Department will have an emergency crew available 24/7, that will be on call and dispatched immediately.

INCLEMENT WEATHER:

Inclement Weather does not warrant the closing of the Highway Department. Absence due to inclement weather requires each Employee to make a personal judgment pertaining to his or her safety in travel to and from work based on the route he or she must take.

Snow and ice removal may be part of your assigned duties. Please keep in mind, if the department relies on you during these times of inclement weather to work irregular work schedules to clear the roadway for the motoring public.

HEALTH & SAFETY:

The Houston County Highway Department is concerned for your health & safety in the performance of your job. You must be familiar with and observe all safety rules for your department. They are designed for your benefit. If you become aware of a health or safety hazard or concern, please report it to your supervisor immediately.

ACCIDENTS ON DUTY:

Should you have an accident while on the job, it is most important to seek immediate first aid or emergency care. See that your supervisor is immediately notified of your accident and your

condition. Notify the office as soon as you arrive where you are being treated. You will also be required to obtain a drug test after medical treatment has been given. All work injuries are reported and kept on file in the office, as required by OSHA.

DRUG AND ALCOHOL TESTING:

The Houston County Highway Department provides a Drug Free Workplace and shall have drug and alcohol testing. All Employees hired shall be tested before becoming an Employee at the Highway Department. There is random testing of Employees on a regular basis. Failure to comply with the testing or failure to pass any of the tests may result in termination of employment. All testing results are kept in the Employee's personnel file.

In the event the Employee terminates his or her employment voluntarily before the Employee reaches his or her 90 days, then the Employee will be responsible for reimbursing any fees for the pre-employment drug testing.

Please refer to the Drug & Alcohol Testing Policy Manual for the complete information.

DEDUCTIONS:

The employer's share of Social Security and Medicare shall be paid on all Employees of the Houston County Highway Department. Federal income tax is also withheld according to the Employee's W-4 form. If you have any questions about your deductions, please contact the office for information.

RESIGNATION OF EMPLOYMENT:

In order to leave employment in good standing, all Employees are required to provide his or her supervisor or Highway Superintendent with a two-week advance notice of resignation. This notice shall be given in writing whenever possible.

TERMINATION OF EMPLOYMENT:

Employees of the Houston County Highway Department are Employees at will. There is no contract right created by virtue of this policy or by virtue of employment. An Employee will be given as much advance notice of termination as is practicable under the circumstances.

HOUSTON COUNTY HIGHWAY DEPARTMENT

RECEIPT OF HANDBOOK AND POLICIES

I have received the Personnel Policies & Handbook. It is my responsibility to become familiar with the information in this handbook. Should I have any questions regarding this handbook, I am to direct them to my supervisor.

Employee signature

Date

Witness signature

Date

MOTION by Johnathon Floyd, second by Darrell Kingsmill.

75

I make a motion to approve.

YES VOTES: William Agy, Stephanie Smith, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Jean Tolley, Garett Mathis and Fred Richardson.

ABSTAIN VOTES: Vickie Reedy.

MOTION PASSED

CONFLICT OF INTEREST DISCLOSURE

SUBJECT OF VOTE: BOE Budget Grants
DATE OF VOTE: 9-18-23

CONFLICT OF INTEREST STATEMENT (I AM VOTING)

Because I am an employee of Houston County, I may have a conflict of interest in proposals to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.

Commissioner Signature: _____
Printed Name: _____
Date: _____



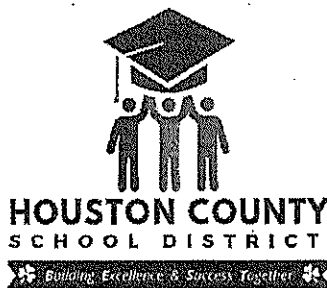
CONFLICT OF INTEREST STATEMENT (I AM NOT VOTING)

Because I am an employee of Houston County, I may have a conflict of interest in proposals to be voted. I respectfully, abstain from this vote.

Commissioner Signature: Vickie Reedy
Printed Name: Vickie Reedy
Date: 09-18-2023



KRIS McASKILL, *Director*
JEFF MATHIS, *Board Chairman*



P.O. Box 209
Erin, TN 37061
Telephone: (931) 289-4148
Fax: (931) 289-5543

August 16, 2023

Memo to: Mayor Joey Brake
County Commissioners

From: Kris McAskill, Director of Schools *KME*
Teresa Roby, GP & Federal Bookkeeper

Re: 2023-2024 New Budgets

The Houston County Board of Education requests approval of the attached 2023-2024 budgets that were not included in the original budget due to notification of new funds.

It is recommended the County Commission approve the following budgets:

1. American Rescue Plan (ARP)-IDEA Part B Budget
2. American Rescue Plan (ARP)-IDEA Preschool Budget
3. Best for All District Budget
4. Elementary and Secondary School Emergency Relief (ESSER) 2.0
5. Fiscal Pre-Monitoring Supports Grant Budget
6. Innovative School Model (ISM) Grant Budget
7. Math Implementation Support Grant Budget
8. TN All Corps Budget

Please contact me if you have any questions or concerns.



HOUSTON COUNTY SCHOOL DISTRICT

Building Excellence & Success Together

To: Houston County Board of Education

From: Kelly Brown

CC: Ms. Kris McAskill

Date: 08/09/2023

Re: ARP-IDEA Budgets

I am submitting the ARP-IDEA (American Rescue Plan) budgets for the 2023-2024 school year for approval. The IDEA-ARP funds are allocated within a separate funding application and are considered to be an IDEA federal grant. The funds allocated within these budgets represent the carryover funds remaining from the original allocation. These funds must be allocated by September 30, 2023.



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903

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Brown, Kelly

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Session Timeout
00:29:53

Budget Overview

Houston County (420) Public District - FY 2024 - ARP IDEA - Rev 0 - ARP IDEA Part B Funds

Go To

Indirect Cost Summary

Total Allocation	\$18,983.30
Existing Budget In Categories Not Eligible for Indirect Cost	\$0.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	\$18,983.30
Indirect Cost Rate	3.50%
Max Available Budget In Categories Eligible for Indirect Cost	\$18,341.36
Max Indirect Cost	\$641.94

Filter by Location: All - \$18,983.30

Show Unbudgeted Categories

Account Number	FY2024 - Special Education Program	FY, Inc
429 - Instructional Supplies & Materials	6,983.30	6,983.30
499 - Other Supplies and Materials	12,000.00	12,000.00
Total	18,983.30	18,983.30
	Adjusted Allocation	18,983.30
	Remaining	0.00

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Brown, Kelly

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00:29:57

Budget Overview

Houston County (420) Public District - FY 2024 - ARP IDEA - Rev 0 - ARP IDEA Preschool Funds

Go To

Indirect Cost Summary	
Total Allocation	\$44.46
Existing Budget In Categories Not Eligible for Indirect Cost	\$0.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	\$44.46
Indirect Cost Rate	3.50%
Max Available Budget In Categories Eligible for Indirect Cost	\$42.96
Max Indirect Cost	\$1.50

Filter by Location: All - \$44.46

Show Unbudgeted Categories

Account Number

21290 - Special Education Program

Total

429 - Instructional Supplies & Materials	44.46	44.46
Total	44.46	44.46
	Adjusted Allocation	44.46
	Remaining	0.00

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Budget Overview

Houston County (420) Public District - FY 2024 - Best for All District Grant - Rev 0 - Best for All District Grant

Filter by Location: All - \$1,490.45

Account Number		71100 - Regular Instruction Program		Total
Line Item Number				
499 - Other Supplies and Materials		1,490.45		1,490.45
Total		1,490.45		1,490.45
		Adjusted Allocation		1,490.45
		Remaining		0.00

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Roby, Teresa

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Budget Overview

Houston County (420) Public District - FY 2024 - Elementary and Secondary School Emergency Relief (ESSER) 2.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 2.0

Go To

Indirect Cost Guide

Total Allocation

\$7,169.03

Existing Budget In Categories Not Eligible for Indirect Cost

\$0.00

Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost

\$7,169.03

Indirect Cost Rate

14.65%

Max Available Budget In Categories Eligible for Indirect Cost

\$6,252.97

Max Indirect Cost

\$916.06

Filter by Location: All - \$7,169.03

Show Unbudgeted Categories

Account Number

71100 - Regular Instruction Program

Total

Line Item Number

429 - Instructional Supplies & Materials

7,169.03

7,169.03

7,169.03

Adjusted Allocation

7,169.03

Remaining

0.00

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Budget Overview

Houston County (420) Public District - FY 2024 - Fiscal Pre-Monitoring Supports Grant - Rev 0 - Fiscal Pre-Monitoring Supports Grant

Filter by Location: All - \$56,200.00 ▼

Account Number		72510 - Fiscal Services		Total
Line Item Number				
399 - Other Contracted Services		56,200.00		56,200.00
Total		56,200.00		56,200.00
		Adjusted Allocation		56,200.00
		Remaining		0.00

				Innovative School Modules			
				2023-24			
				HCIS			
	Account Number	71100 Regular Instruction Program	71300 Vocational Ed. Program	72710 Transportation	76100 Regular Capital Outlay		
	Line Item Number						
	116 Certified Teachers		\$	125,000.00			
	146 Bus Drivers						
	189 Other Salaries & Wages	\$	36,000.00	\$	12,000.00		
	201 Social Security	\$	2,350.00	\$	8,700.00		
	204 State Retirement	\$	3,400.00	\$	13,200.00		
	207 Medical Insurance			\$	28,000.00		
	212 Employer Medicare	\$	600.00	\$	2,250.00		
	399 Other contracted Services				\$	130,000.00	
	412 Diesel Fuel						
	429 Instructional Supplies & Materials		\$	40,000.00			
	429C Instructional Supplies & Materials (Consumables)		\$	9,100.00			
	471 Software			14,400.00			
	499 Other Supplies & Material		\$			\$	400,000.00
	706 Building Construction						
	722 Regular Instruction Equipment	\$	25,000.00	\$	150,000.00		
	730 Vocational Instruction Equipment						
	TOTAL	\$	67,350.00	\$	402,650.00	\$	530,000.00
				\$		\$	1,000,000.00
				Innovative School Modules			
				2023-24			
				HCMS			
	Account Number	71100 Regular Instruction Program	71300 Vocational Ed. Program	72710 Transportation	76100 Regular Capital Outlay		
	Line Item Number						
	116 Certified Teachers		\$	160,000.00			
	146 Bus Drivers				\$	10,000.00	
	189 Other Salaries & Wages	\$	9,000.00	\$	6,000.00		
	201 Social Security	\$	600.00	\$	10,600.00	\$	800.00
	204 State Retirement	\$	900.00	\$	15,575.00	\$	1,200.00
	207 Medical Insurance			\$	35,000.00		
	212 Employer Medicare	\$	150.00	\$	2,900.00	\$	300.00
	399 Other contracted Services						
	412 Diesel Fuel				\$	2,000.00	
	429 Instructional Supplies & Materials	\$	18,000.00	\$	39,350.00		
	429C Instructional Supplies & Materials (Consumables)			\$	22,000.00		
	471 Software			\$	10,000.00		
	499 Other Supplies & Material			\$	25,000.00		
	706 Building Construction						
	722 Regular Instruction Equipment	\$	28,000.00		102,625.00		
	730 Vocational Instruction Equipment			\$			
	TOTAL	\$	56,650.00	\$	429,050.00	\$	14,300.00
						\$	500,000.00
		\$	124,000.00	\$	831,700.00	\$	14,300.00
				\$	530,000.00	\$	1,500,000.00



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Roby, Teresa

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Budget Overview

Houston County (420) Public District - FY 2024 - Math Implementation Support Grant - Rev 0 - Math Implementation Support Grant

Go To

Filter by Location: All - \$71,250.00
[Show Unbudgeted Categories](#)

399 - Other Contracted Services	71,250.00	71,250.00
Total	71,250.00	71,250.00
Adjusted Allocation		71,250.00
Remaining		0.00

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Rev. 47401 937

Budget Overview

Houston County (420) Public District - FY 2024 - TN ALL Corps - Rev 0 - TN ALL Corps

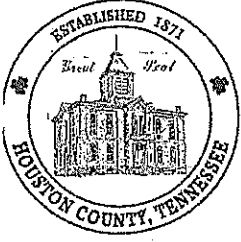
Filter by Location: All - \$84,000.00

Account Number		71100 - Regular Instruction	72410 - Office of the Principal	72710 - Transportation	Total
Line Item Number					
116 - Certified Teachers		60,605.00			60,605.00
146 - Bus Drivers				4,000.00	4,000.00
189 - Other Salaries & Wages		0.00	7,560.00	0.00	7,560.00
201 - Social Security		3,800.00	470.00	250.00	4,520.00
204 - State Retirement		5,500.00	685.00	75.00	6,260.00
212 - Employer Medicare		885.00	110.00	60.00	1,055.00
Total		70,790.00	8,825.00	4,385.00	84,000.00
				Adjusted Allocation	84,000.00
				Remaining	0.00

MOTION by Howard Spurgeon, second by Stephanie Smith.

I make a motion to approve the surplus.

MOTION PASSED



JOEY BRAKE

County Mayor
Houston County, Tennessee

Houston County Courthouse
P.O. Box 366 Erin, Tennessee 37061

CountyMayor@hocotn.com

Phone: 931-289-3633

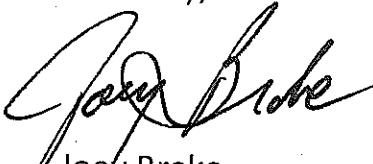
Fax: 931-289-2799

Convenience Center Surplus Items

- Jeep: 1998 VIN: 1j4ff68s9xl571958^c
- Tractor: Ford Powermaster 861

These items are no longer in use to the county and will need to be surplusd.

Sincerely,



Joey Brake

I make a motion to approve.

YES VOTES: William Agy, Stephanie Smith, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Vickie Reedy, Jean Tolley, Garet Mathis and Fred Richardson.

MOTION PASSED

Page Number: 1

Fund	101	General	Statement of Proposed Operations Fiscal Year Ending June 30, 2024	Actual 2022	Original Budget 2023	Amended Budget Thru June 2023	Est & Bgt Thru June 2023	Current Yr Actual\Enc	Budget Committee	Commission Approved
Estimated/Appropriated/Actual										
Expenditures										
50000	General Government									
53000	Administration Of Justice									
53100	Circuit Court									
101-	53100-101-	-	County Official/Administrative	72,782	76,896	76,896	74,048	74,048	81,216	81,216
101-	53100-106-	-	Deputy(Jes)	21,228	25,252	25,252	23,481	23,481	27,300	27,300
101-	53100-160-	-	Guards	0	600	600	0	0	600	600
101-	53100-162-	-	Clerical Personnel	21,688	25,252	25,252	23,718	23,718	69,160	69,160
101-	53100-189-	-	Other Salaries & Wages	7,788	9,923	9,923	9,059	9,059	0	0
101-	53100-194-	-	Jury And Witness Fees	4,462	15,000	13,000	2,314	2,314	10,000	10,000
101-	53100-201-	-	Social Security	7,656	8,552	8,552	8,075	8,075	11,054	11,054
101-	53100-210-	-	Unemployment Compensation	339	610	610	206	206	971	971
101-	53100-212-	-	Employer Medicare Liability	1,791	2,000	2,000	1,889	1,889	2,585	2,585
101-	53100-317-	-	Data Processing Services	15,285	16,000	18,000	17,592	17,592	18,184	18,184
101-	53100-320-	-	Dues And Memberships	682	740	740	740	740	783	783
101-	53100-332-	-	Legal Notices, Recording And	720	720	720	600	600	720	720
101-	53100-355-	-	Travel	210	300	300	267	267	500	500
101-	53100-435-	-	Office Supplies	3,483	3,500	3,500	3,477	3,477	3,500	3,500
Total Circuit Court				158,114	185,345	185,345	165,466	165,466	226,573	226,573
Total Administration Of Justice										
Total General Government				158,114	185,345	185,345	165,466	165,466	226,573	226,573
Total Expenditures				158,114	185,345	185,345	165,466	165,466	226,573	226,573
Total Expenditures				158,114	185,345	185,345	165,466	165,466	226,573	226,573



Rachael Mathis

Houston County Courthouse
P.O. Box 366 Erin, Tennessee 37061

hcexassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: September 18, 2023

To: Legislative Body

From: County Mayor's Office

Re: Circuit Court Budget

Remaining funds are requested to be removed from line item 101-53100-162 Clerical Personnel into 101-53100-106 Deputy(les) as the accounting line item should identify staff members as deputies instead of clerical personnel. \$5,050.00 will be moved from 101-53100-162 into 101-53100-189 in order to zero out the line item as payroll was taken out. \$14,000.00 will be moved into unassigned 101-39000 from 101-53100-162 leaving the line item at a zero balance.

Circuit Court Budget: Deputy

From: 101-53100-162 Clerical Personnel	63,910.00
To: 101-53100-106 Deputy(les)	44,870.00
101-39000 Unassigned	14,000.00
101-53100-189 Other Salaries & Wages	5,040.00

"This institution is an equal opportunity provider and employer"

MOTION by Glenn Baggett, second by Howard Spurgeon.

I move we approve.

MOTION PASSED

Template Name: LGC
Created by:

Houston County Executive
Statement of Expenditures and Encumbrances
June 2023

User: Rachael Mathis
Date/Time: 9/12/2023 10:58 AM
Page 2 of 2

Fund : 101		Sub-Fund:							
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance	
599			(24,203.00)	(24,203.00)	20,993.49	(3,209.51)	86.74%	0.00	
	Other Charges		0.00		0.00			0.00	
718			(60,000.00)	(60,000.00)	34,674.00	(12,752.15)	78.75%	0.00	
	Motor Vehicles		0.00		12,573.85			0.00	
Total 54410		Civil Defense	(142,605.00)	(142,605.00)	112,123.32	(17,907.83)	87.44 %	5,574.66	
			0.00		12,573.85			0.00	
Total For Fund: 101			(142,605.00)	(142,605.00)	112,123.32	(17,907.83)	87.44 %	5,574.66	
			0.00		12,573.85			0.00	

Fund	101	General	Statement of Proposed Operations Fiscal Year Ending June 30, 2024							
Account Number			Actual 2022	Original Budget 2023	Amended Budget Thru June 2023	Est & Bgt Thru June 2023	Current Yr Actual\Enc	Budget Committee	Commission Approved	
Estimated/Appropriated/Actual										
Expenditures										
50000 General Government										
54000 Public Safety										
54410 Civil Defense										
101-	-54410-105-	Supervisor/Director	5,843	25,699	25,699	24,746	24,746	40,932	40,932	
101-	-54410-169-	Part-Time Personnel	9,504	20,910	20,910	20,134	20,134	22,048	22,048	
101-	-54410-201-	Social Security	951	2,890	2,890	2,783	2,783	3,905	3,905	
101-	-54410-210-	Unemployment Compensation	108	467	467	84	84	630	630	
101-	-54410-212-	Employer Medicare Liability	223	676	676	651	651	914	914	
101-	-54410-307-	Communication	0	0	0	0	0	3,900	3,900	
101-	-54410-320-	Dues And Memberships	55	60	110	110	110	110	110	
101-	-54410-336-	Maintenance And Repair Servi	0	500	136	136	136	2,600	2,600	
101-	-54410-338-	Maintenance And Repair Servi	693	2,200	633	633	633	4,000	4,000	
101-	-54410-355-	Travel	0	1,000	1,000	0	0	800	800	
101-	-54410-356-	Tuition	605	1,000	781	740	740	700	700	
101-	-54410-410-	Custodial Supplies	0	650	150	0	0	500	500	
101-	-54410-429-	Instructional Supplies	0	500	100	0	0	1,200	1,200	
101-	-54410-435-	Office Supplies	1,148	550	150	127	127	500	500	
101-	-54410-451-	Uniforms	0	500	300	233	233	500	500	
101-	-54410-499-	Other Supplies And Materials	109	800	4,400	4,222	4,222	2,400	2,400	
101-	-54410-599-	Other Charges	22,929	24,203	24,203	20,993	20,993	26,354	26,354	
101-	-54410-718-	Motor Vehicles		60,000	60,000	47,248	47,248	0	0	
Total Civil Defense			42,168	142,605	142,605	122,840	122,840	111,993	111,993	
Total Public Safety			42,168	142,605	142,605	122,840	122,840	111,993	111,993	
Total General Government			42,168	142,605	142,605	122,840	122,840	111,993	111,993	
Total Expenditures			42,168	142,605	142,605	122,840	122,840	111,993	111,993	
Total Expenditures			42,168	142,605	142,605	122,840	122,840	111,993	111,993	



Rachael Mathis

hcxassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: September 18, 2023

To: Legislative Body

From: County Mayor's Office

Re: Civil Defense Budget

Funds are requested to move from the unassigned fund balance 101-39000 to 101-54410-718 Motor Vehicles due to clerical error as the line item should have had remaining funds from prior year of \$12,752.00 budgeted for motor vehicle.

Civil Defense: Motor Vehicle

From: 101-39000 Unassigned Fund Balance \$12,752.00

To: 101-54410-718 Motor Vehicles 12,752.00

"This institution is an equal opportunity provider and employer"

MOTION by Darrell Kingsmill, second by Johnathon Floyd.

I move we approve.

MOTION PASSED



**Houston County
Highway Department**

Teresa Alsobrooks - Highway Superintendent

3340 Highway 149 - Erin, TN 37061 - Office: (931) 289-4151 - Fax: (931) 289-5185

Date: September 18, 2023

To: Houston County Legislative Body

Re: Budget Transfers/Amendments

Budget Transfer From:	Amount:	Budget Transfer To:
66000-513 Workman's Compensation Insurance	\$ 1,004.00	65000-511 Vehicle & Equipment Insurance
61000-435 Office Supplies	\$ 250.00	68000-719 Office Equipment
TOTAL	\$ 1,254.00	

MOTION by Howard Spurgeon, second by Johnathon Floyd.

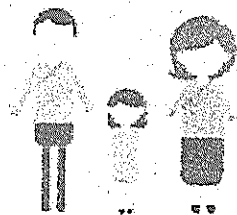
I make a motion that we approve all of the reports.

MOTION PASSED

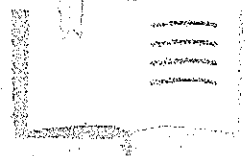
Template Name: LGC Summary Created by: LGC			Houston County Highway Summary Financial Statement June 2023			User: Date/Time: Rhonda Deason 9/6/2023 10:45 AM Page 1 of 1	
131	Highway/Public Works						
Account	Description	Budget Estimate	Year-To-Date Actual	% of Budget	Estimate Avg/Mth	Month-To-Date Actual	% of Avg
Revenues							
40110	Current Property Tax	13,920.00	(13,664.10)	98.16%	1,160.00	(82.76)	7.13%
40115	Discount On Property Tax	(120.00)	131.38	109.48%	(10.00)	0.00	0.00%
40120	Trustee's Collections - Prior Year	500.00	(494.86)	98.97%	41.67	0.00	0.00%
40125	Trustee's Collections - Bankruptcy	2.00	0.00	0.00%	0.17	0.00	0.00%
40130	Cir Clk/Clk & Master Collections-Pr Yr	500.00	(171.44)	34.29%	41.67	(12.47)	29.93%
40140	Interest And Penalty	200.00	(94.94)	47.47%	16.67	(4.95)	29.70%
40270	Business Tax	1.00	0.00	0.00%	0.08	0.00	0.00%
44170	Miscellaneous Refunds	0.00	(1,982.93)	0.00%	0.00	0.00	0.00%
44530	Sale Of Equipment	0.00	(28,200.00)	0.00%	0.00	0.00	0.00%
46920	Gasoline And Motor Fuel Tax	1,815,347.00	(1,885,764.41)	103.88%	151,278.92	(334,152.33)	220.88%
46930	Petroleum Special Tax	6,079.00	(5,488.20)	90.28%	506.58	(914.70)	180.56%
46980	Other State Grants	0.00	(11,063.25)	0.00%	0.00	0.00	0.00%
47114	USDA - Other	96,536.27	(96,536.27)	100.00%	8,044.69	0.00	0.00%
47230	Disaster Relief	1,199,441.42	(203,604.30)	16.97%	99,953.45	0.00	0.00%
49700	Insurance Recovery	0.00	(35,989.21)	0.00%	0.00	0.00	0.00%
Total Revenues		3,132,406.69	(2,282,922.53)	72.88%	261,033.89	(335,167.21)	128.40%
Expenditures							
61000	Administration	(188,480.60)	184,076.36	97.66%	(15,706.72)	19,347.31	123.18%
62000	Highway And Bridge Maintenance	(1,616,176.27)	1,387,585.32	85.86%	(134,681.36)	154,316.13	114.58%
63100	Operation And Maintenance Of	(488,195.00)	354,010.90	72.51%	(40,682.92)	74,981.61	184.31%
65000	Other Charges	(74,000.00)	70,182.00	94.84%	(6,166.67)	4,601.37	74.62%
66000	Employee Benefits	(274,359.00)	224,666.90	81.89%	(22,863.25)	17,131.44	74.93%
68000	Capital Outlay	(757,637.00)	555,486.62	73.32%	(63,136.42)	39,620.50	62.75%
82120	Highways And Streets	(88,975.77)	88,975.45	100.00%	(7,414.65)	0.00	0.00%
82220	Highways And Streets	(10,215.19)	10,045.18	98.34%	(851.27)	0.00	0.00%
Total Expenditures		(3,498,038.83)	2,875,028.73	82.19%	(291,503.24)	309,998.36	106.34%
Total	131 Highway/Public Works	(365,632.14)	592,106.20	161.94%	(30,469.35)	(25,168.85)	-82.60%

		Houston County Board of Education		
		Summary Financial Statement		
		June 2023		
141	General Purpose School			
Account	Description	Budget Estimate	Actual	Balance
Expenditures				
71100	Regular Instruction Program	5,788,104.67	5,240,389.70	\$ 547,714.97
71200	Special Education Program	731,290.00	635,113.11	\$ 96,176.89
71300	Career and Technical Education	591,621.00	399,890.49	\$ 191,730.51
72110	Attendance	26,521.00	25,497.80	\$ 1,023.20
72120	Health Services	210,666.00	182,762.79	\$ 27,903.21
72130	Other Student Support	362,273.80	285,565.68	\$ 76,708.12
72210	Regular Instruction Program	516,829.00	481,092.22	\$ 35,736.78
72215	Alternative Instruction Program	79,574.00	74,021.49	\$ 5,552.51
72220	Special Education Program	184,815.00	181,482.87	\$ 3,332.13
72250	Education Technology	355,765.00	310,232.51	\$ 45,532.49
72310	Board Of Education	440,850.00	405,204.45	\$ 35,645.55
72320	Office Of The Superintendent	256,311.00	247,100.18	\$ 9,210.82
72410	Office Of The Principal	786,951.00	754,362.97	\$ 32,588.03
72510	Fiscal Services	162,666.00	155,045.99	\$ 7,620.01
72610	Operation Of Plant	888,126.00	867,829.63	\$ 20,296.37
72620	Maintenance Of Plant	239,885.00	220,865.91	\$ 19,019.09
72710	Transportation	865,300.40	812,247.94	\$ 53,052.46
73100	Food Service	53,345.00	51,902.39	\$ 1,442.61
73300	Community Services	29,611.00	26,485.83	\$ 3,125.17
73400	Early Childhood Education	318,629.46	317,427.23	\$ 1,202.23
76100	Regular Capital Outlay	264,748.57	113,122.86	\$ 151,625.71
82130	Education	521,000.00	520,868.00	\$ 132.00
82230	Education	5,000.00	4,142.05	\$ 857.95
Total	141 General Purpose School	13,679,882.90	12,312,654.09	\$ 1,367,228.81
	Total Expenditures			

LIBRARY QUARTERLY REPORT



Visitors to the
Library
2982



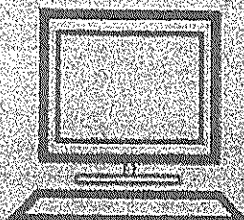
Number of Books and
Materials check out
3841



New Library Cards Issued
58
Total Card user's
4920



Attendance for Events
515
Meeting Room Use
Nonlibrary Scheduled
32



Computer User's
379



Wireless Sessions
438

Houston County Fire Department
P.O. Box 50 2400 West Main St.
Erin, Tennessee 37061

	January	February	March	April	May	June	July	August	Overall
Bomb Threat	0	0	0	0	0	0	0	0	0
Brush Fires	1	2	5	5	4	0	3	0	20
EMS Assist	1	2	2	0	4	2	5	4	20
EMS Scene Flights	0	0	0	0	1	0	0	0	1
Fire Alarms	1	1	1	0	2	1	2	4	12
Flooding	0	0	0	0	0	0	0	0	0
Follow up Investigation	0	0	0	0	0	0	0	0	0
Gas Leak	0	2	2	0	2	0	0	1	7
Chimney Fire	0	0	0	0	0	0	0	0	0
Landing Zone Setup	4	3	4	1	2	3	1	1	19
Motor Vehicle Collision	11	4	8	5	13	13	8	8	70
Mutual Aid	0	0	3	1	2	0	1	0	7
Power Outage	0	0	0	0	0	0	0	1	1
Public Assist	1	1	1	0	2	1	1	0	7
Report of Smoke	1	1	3	0	1	1	0	0	7
Storm Damage	0	0	3	0	1	0	8	1	13
Structure Fires	0	4	3	8	3	2	0	0	20
Traffic Control	0	0	1	0	0	0	0	0	1
Vehicle Fires	0	1	1	2	2	0	3	0	9
Water Rescue/Recovery	1	0	0	0	0	0	0	0	1
Work Detail	0	0	0	0	0	0	0	0	0
Monthly Total	21	21	37	22	39	23	32	20	215

Event Standby	0	0	1	0	2	1	1	0	5
Football Game Standby	0	0	0	0	0	0	0	0	0
Weekly Meetings	4	4	4	3	4	4	3	4	30
Monthly Total	4	4	5	3	6	5	4	4	250

Aug 16-31-2023 Olysta Brooks

MONTH Aug 23

DATE	TIME	CITY or COUNTY	OFFICER	MALE / FEMALE	CHARGES	WARRANT AMOUNT	JUDICIAL COMMISSIONER
8/16	—	—	—	—	No Calls	—	C. Olysta
8/17	—	—	—	—	No Calls	—	C. Olysta
8/18	7:48 PM	County	Jacob Booth	Female	55-50-504 Driving on Revoked	\$2500	C. Olysta
8/19	—	—	—	—	No Calls	—	C. Olysta
8/20	8:08 PM	County	Jonathan Floyd	Male	39-13-111 Domestic Assault	\$3500	C. Olysta
8/21	11:50 PM	County	Amanda Baker	Male	39-13-102 Aggravated Assault	\$40,000	C. Olysta
8/21	11:50 PM	County	Amanda Baker	Male	39-13-111 Domestic Assault	\$40,000	C. Olysta
8/21	11:50 PM	County	Amanda Baker	Male	39-16-603 Evading Arrest	\$25,000	C. Olysta
8/21	11:50 PM	County	Amanda Baker	Male	39-17-1307 Carrying or Possession of weapon armed	\$40,000	C. Olysta
8/21	11:50 PM	County	Amanda Baker	Male	39-17-1321 Possession of weapon	\$50,000	C. Olysta
8/22	5:26 AM	County	Sedric Hardin	Male	being drunk 39-17-1321 Vandalism over 1000	\$25,000	C. Olysta
8/23	4:00 PM	County	Sedric Hardin	Male	39-13-102 Aggravated Assault	\$3500	C. Olysta
8/24	—	—	—	—	(Domestic) 39-13-111 Domestic Assault	\$1500	C. Olysta
8/25	—	—	—	—	No Calls	—	C. Olysta
8/26	—	—	—	—	No Calls	—	C. Olysta
8/27	2:50 AM	County	Amanda Baker	Male	No Calls 55-10-401 DUI	\$500	C. Olysta

Clysta

MONTH Aug 2023

[illegible]

8/18/23 - She person stopped for speeding had revoked licenses. She had been stopped five times it was discovered her licenses were revoked.

8/20/23 - Domestic Assault was on a 17 year old male.

8/21/23 - She young man fired shots at officers + locked head butt up in a building. It took the officers three hours before he was arrested. He had to call for backup from some of the surrounding counties for backup. The young man turned himself in after he had ran out of ammo for his rifle. Bond a grand total of \$220,000.



SHERIFF

HOUSTON COUNTY

Calls for Service from 07/01/2023 to 08/31/2023

Wrecks = 27

Arrests / Booked = 103

Alarm Calls = 13

Attempt to Serve = 335

Burglary = 4

Drug Arrest = 16

Domestic Violence = 17

Prisoner Transport = 29

Traffic Stops = 175

Theft Calls = 9

Calls for Service Per Month

January = 448

February = 382

March = 436

April = 472

May = 548

June = 501

July = 492

August = 524

September =

October =

November =

December =

MOTION by Glenn Baggett, second by William Agy.

I move we adjourn.

MOTION PASSED