



**MAURY COUNTY, TENNESSEE
BUDGET COMMITTEE AGENDA
Tuesday, September 15, 2015
4:30 P.M.**

I. CALL TO ORDER

Roll Call:

Craig Harris

Stewart Parker

Sue Stephenson

Sonny Shackelford

Donna Cook

Steve Hazard

II. OPENING PRAYER

III. REVIEW AND APPROVAL OF MEETING AGENDA

IV. REVIEW AND APPROVAL OF MINUTES FROM PREVIOUS MEETING(S)

A. August 11th, 2015 Regularly Scheduled Budget Committee Meeting Minutes

V. COUNTY MAYOR REPORT

VI. FINANCIAL REPORTS

A. Investments by Budget Director (Attachment)

B. Sales Tax by Budget Director (Attachment)

C. 2014/2015 Revenue & Expense Report by Budget Director (Attachment)

D. Cash Report by Budget Director (Attachment)

E. Payroll Report: Overtime/Holiday/Excess Pay/ Comp Time (Attachment)

VII. PURCHASING

A. Completed Bids by Purchasing Agent (Attachment)

B. Schedule Bid Openings by Purchasing Agent (Attachment)

C. Gov-Deals List by Purchasing Agent (Attachment)

D. T.C.A. Revision of Bid Threshold

E. NCPA Registration Materials

VIII. DELEGATIONS

IX. RESOLUTIONS

A. **RES. NO. 09-15-20** Resolution Amending 2015-2016 Sheriff Department Budget

B. **RES. NO. 09-15-21** Resolution Amending 2015-2016 Sheriff Department Budget

C. **RES. NO. 09-15-22** Resolution Approving Bullet Proof Vest Grant

D. **RES. NO. 09-15-24** Resolution Amending 2015-2016 Highway Fund Budget

E. **RES. NO. 09-15-25** Resolution Amending 2015-2016 Highway Fund Budget

F. **RES. NO. 09-15-26** Resolution Amending 2015-2016 School General Purpose Budget

G. RES. NO. 09-15-27 Resolution Permitting BOE to Borrow Two-Million Dollars from the County Debt Service Fund

H. RES. NO. 09-15-29 Resolution Approving Expenditure of Funds to Resolve Violations of the Maury County Health and Safety Resolution

I. RES. NO. 09-15-30 Resolution Approving Memorandum of Understanding between the Maury County Health Department and Maury Regional Medical Center

J. RES. NO. 09-15-31 Resolution Approving A Three-hundred and Seventy-Five Thousand dollar HOME grant from the THDA

X. NEW BUSINESS

XI. OLD BUSINESS

XII. ANNOUNCEMENTS

- A.** County Commission Regular Meeting, Monday September 21, 2015 at 6:30 PM
Tom Primm County Commission Room, Hunter-Mathews Complex.

XIII. ADJOURNMENT

NOTIFICATION TO COUNTY MAYOR OF COMMITTEE MEETING BY MEMBERS OF MAURY COUNTY COMMISSION

The Budget Committee met on Tuesday, August 11, 2015 at 4:30 p.m., in the Maury County Tom Primm County Commission Room with the following Committee Members present:

CRAIG HARRIS, STEWART PARKER, SONNY SHACKELFORD, SCOTT SUMNERS, STEVE HAZARD AND DONNA COOK

OTHERS PRESENT: Gerald Adkison, Ronnie Attkisson, Talvin Barner, Davis Burkhalter, Don Morrow, Terry Potts, Eric Previti, William (Tot) Roddy, Gary Stovall, Debbie Turner, Linda Whiteside, Tommy Wolaver, Mayor Norman, Doug Lukonen, Daniel Murphy, and Media.

MINUTES OF MEETING

- I. CALL TO ORDER:**
Chairman Harris called the meeting to order and took roll call. Chairman Harris asked Commissioner Sumners to sit in for the absence of Commissioner Stephenson.
- II. OPENING PRAYER:**
Commissioner Sumners offered the opening prayer.
- III. REVIEW & APPROVAL OF MEETING AGENDA:**
Commissioner Sumners made a motion to approve the approval of the meeting agenda. Commissioner Hazard seconded. There were no lights. All in favor. Motion Approved.
- IV. REVIEW & APPROVAL OF MINUTES FROM PREVIOUS MEETING(S):**
Chairman Harris stated the minutes were from the July 13, Special Called Budget Committee Minutes, July 14, Regularly Schedule Budget Committee Minutes and the July 30 Special Called Budget Committee Minutes. Commissioner Hazard made a motion to approve. Seconded by Commissioner Parker. Commissioner Shackelford made a motion to add Commissioner Previti to the others present at the July 14 Regular Schedule Budget Committee minutes. Seconded by Commissioner Sumners. Chairman Harris called for the vote on the amendment to included Commissioner Previti and the others present. All in favor. Motion Approved for the Amendment. There were no lights. Chairman Harris called for the vote for the approval of the minutes presented as amended. All in favor. Motion Approved.
- V. COUNTY MAYOR REPORT:**
The Mayor did not have a report.
- VI. FINANCIAL REPORTS:**
 - A. Investment Report-** Doug Lukonen submitted the Investment Report. Mr. Lukonen stated Director Weber has been coming in on a part time basis. Mr. Lukonen stated that Director Weber's condition has improved and Director Weber stays a little longer each

day that she comes in. Mr. Lukonen moved on to the Investment Report. Mr. Lukonen stated the Investment Report starts on page 49 and continues to page 50. Mr. Lukonen stated the interest to date is \$68,377.80. Mr. Lukonen stated he would be glad to answer any questions. There were no lights.

- B. Sales Tax Report-** Doug Lukonen submitted the Sales Tax Report (See Attached) Mr. Lukonen stated there is nothing new on the Sales Tax Report. Mr. Lukonen stated he did inform everyone last month of the June revenue that was received for Sales Tax. Mr. Lukonen stated the County has not received July's sales tax. It usually comes in now and between the 15th of the month. There were no lights
- C. 2014-2015 Revenue & Expense Report-** Doug Lukonen submitted the Revenue & Expense Report. (See Attached) Chairman Harris stated the 2014/2015 Revenue & Expense accounts there is not an actual budget approved. Mr. Lukonen stated he was asked by Commissioner Sumners and Commissioner Parker to restate June's financial statements. Mr. Lukonen stated the total numbers did change and accounts receivable Journal Entries affected the revenues. Chairman Harris asked Mr. Lukonen if the Budget Office was close to closing the year out. Mr. Lukonen stated the Budget Office is as close as they are going to get and the County is supposed to be closed by audit regulations by August 30 of this year. There was one accounts payable Journal Entry that trickled in today. Mr. Lukonen stated they did not foresee any more accounts receivable entries to occur. There were no lights. Mr. Lukonen stated if you look at the Year Ending Statement for June if you compare to last month what the numbers were and what they are now. Mr. Lukonen stated if anyone has any questions he would be happy to answer them or e-mail them back. Mr. Lukonen reported for July all he has is a comparison to last year at this time of the County's revenues and the expenditures. Mr. Lukonen stated the budget has not been ratified yet so the budget estimate column is blank. Mr. Lukonen stated the County will not begin to receive property tax until a little later in the year. The expenditures for the County is pretty much even keel throughout the year The County usually has around \$2,500,000.00 or \$2,800,000.00 in expenditures each month. The revenues are a little more volatile. The County has only received \$501,000.00 total revenues thus far. Mr. Lukonen stated for the next couple of months the County will continue to see a deficit until the County starts getting the property tax revenues and other revenues in. Commissioner Burkhalter stated he would like to see the Budget Department every month after the Budget is ratified to give the Commission a running total of what was budgeted for. Commissioner Burkhalter stated to keep a running total of anything 101, 131, 207, etc. and anything that was budgeted for. Commissioner Burkhalter stated last year they spent \$1,900,000.00 out of the 101 than what was budgeted for. Commissioner Burkhalter stated if there could be a running total to see how much is being spent above what is budgeted. Mr. Lukonen stated the original budget that was approved and the budget that was approved with the amendments that was increased from \$27,500,000.00 to around \$29,900,000.00. Mr. Lukonen stated what was actually spent was not \$29,900,000.00. Mr. Lukonen stated the County spent around \$27,000,000.00. Mr. Lukonen stated the Budget Office does keep an active list of all the resolutions and it has all of the projects that were approved. Commissioner Burkhalter stated to keep this report simple. Commissioner Burkhalter stated he does not want those

numbers that are off setting. He just wants to see those expenses that are above and beyond. Chairman Harris asked Mr. Lukonen in looking at the 101 the actual under County buildings, 51800. Chairman Harris asked what those expenditures are. Mr. Lukonen stated that is Ronnie Bates' department and Maintenance and repair of buildings, fixing lights, plumbing etc. There were no lights. Mr. Lukonen moved on to the 122 fund. Mr. Lukonen stated there was not much to report on the 122 fund. Mr. Lukonen moved on to the 125 fund. Mr. Lukonen stated the County received Adequate Facilities Tax of \$90,697.00 and there has not been any money spent out of the 125 fund. There were no lights Mr. Lukonen moved on to the 131 fund. Mr. Lukonen stated the County had received a decent amount of gasoline and motor fuel tax. Mr. Lukonen stated he would be happy to answer any questions. There were no lights. Mr. Lukonen moved on to the 151 fund. Mr. Lukonen stated the County received its usual interest and penalty taxes and the interest earned that you can connect to the investments report is \$68,377.00. There has not been any huge expenditures yet. There were no lights. Mr. Lukonen moved on to the 176 fund. Mr. Lukonen reported the County has not received the Wheel Tax for July yet. The County usually receives that between the 13th and the 20th of the month. There were no lights. Mr. Lukonen moved on to the 189 fund. Mr. Lukonen stated the County has not started on any of the projects. The miscellaneous charges are Trustee Commissions and the County revenues are the interest and penalties and usual taxes that the Trustee Issues. Mr. Lukonen moved on to the 207 fund. Mr. Lukonen stated there are the usual expenditures for Solid Waste. This fund is supported by Property Tax so you are seeing a huge deficit to start the year. There were no lights. Mr. Lukonen moved on to the 261 fund. There are bills being paid to them right now for services for the last part of June and July. The Other General Administration that is Central Maintenance basically paying for oil and parts to repair buses. There were no lights.

- D.** 2014/2015 Supplemental Expenditure Report- Mr. Lukonen stated there is not a Supplemental Expenditure Report because it compares to the budget and there is not a budget to compare to.
- E.** Cash Report-Budget Mr. Lukonen submitted the Cash report. (See Attached) Mr. Lukonen stated the County started out the month with \$99,000,000.00 and ended with \$92,000,000.00. Mr. Lukonen stated that you can see the receipts and disbursements and this will tell the story for the next couple of months on the receipts and disbursements. The receipts were \$5,000,000.00 and this includes the schools. The disbursements were at \$12,000,000.00 also including the schools. There were no lights. Mr. Lukonen stated he was asked by Commissioner Sumners to attach a fund balance report by the Cash Report and Mr. Lukonen has attached that. Mr. Lukonen stated this was configured by Director Weber when she came in and Mr. Lukonen has studied it and he can answer questions. Mr. Lukonen stated to keep in mind this is as of June 30 so the deficits the commission has been looking at even some of the surpluses in the funds that the County has seen this month are not included in these numbers. Commissioner Sumners stated this was what he was asking for and he appreciated it and he thinks it gives a glance at what they have in the unrestricted fund balance. Mr. Lukonen stated on the revenue expense report on page 61 you can see that revenue

number is actually a positive number and Mr. Lukonen stated that is a clerical error on his behalf. There is actually a surplus in that fund at June 30, 2015. Mr. Lukonen stated if you change that revenue number of \$1,010,731.36 to a negative that give you a surplus of \$211,464.19.

- F. Payroll-Overtime, Holiday, Excess Pay and Comp Time Report. Mr. Lukonen submitted the reports. (See Attached). Mr. Lukonen stated it shows the Overtime in comparison to last year. Mr. Lukonen stated you can see the July expenditures should be the same as the 2015/2016 fiscal year to date expenditure. In comparison to last year Mr. Lukonen stated the County is right about where we were at \$35,545.00 for a total of all the funds and last year the County was at \$35,871.00. There is about \$300.00 less in overtime. Mr. Lukonen stated this does include holiday pay for the Sheriff's Department and Jail which makes up \$14,595.00 of that. On Comp. Time Mr. Lukonen stated he wanted to point out the County did a good job in comparison to last year. Mr. Lukonen stated the County had reduced the liability by \$35,350.00. Last year the liability was only reduced by \$442,078.00. The liability is down \$364,332.00. There were no lights.

VII. PURCHASING:

- A. Completed Bids- (See Attachment) Mr. Harlan stated this would probably be the shortest purchasing report you will have. Mr. Harlan stated he would be glad to answer anything that is on this brief report. There were no lights.
- B. Schedule Bid Opening-Purchasing (See Attachment) There were no lights.
- C. Gov.-Deals (See Attachment). There were no lights.
- D. Capital Expenditures Report (See Attachment) There were no lights.

VIII. DELEGATIONS:

IX. RESOLUTIONS:

- A. **Resolution No. 08-15-21** Resolution Approving Agreement with the Department of Human Services, Division of Rehabilitation Services, Tennessee Business Enterprises. Commissioner Shackelford made a motion to approve. Seconded by Commissioner Sumners. There were no lights. Motion Approved.
- B. **Resolution No. 08-15-22** Resolution Approving Agreement with the Tennessee Wildlife Resources Agency. Commissioner Sumners made a motion to approve. Seconded by Commissioner Hazard. Commissioner Potts asked Mr. Allen if their office would be selling the stamps for the license. Mr. Allen stated he hoped to. Mr. Allen stated they will receive \$1.00 for every hunting license they sell. Mr. Allen stated the TWRA furnished all the tools, the computer, the machines that prints out the license. Mr. Allen stated hopefully in a year's time they will be selling a lot of Hunting and Fishing License. Commissioner Sumners asked about the non-refundable license agent fee of \$300.00. Mr. Allen stated that all fees have been waived. Commissioner Turner asked if the Clerk's office was still thinking of doing the Driver's License. Mr. Allen stated right now it is a matter of funding. The state has not finalized their budget yet. Mr. Allen stated they are

still in conversation with the renewing of the Driver's License. Commissioner Burkhalter asked if the Clerk's office would be able to sell the Federal Duck Stamps and the Federal Trout License. Mr. Allen stated he didn't think so right now. Chairman Harris called for the vote. All in favor. Motion Approved.

C. Resolution No. 08-15-23 Resolution To Authorize Cash on Hand In The Maury County Circuit, General Sessions And Juvenile Court Clerk Office. Commissioner Shackelford made a motion to approve. Seconded by Commissioner Hazard. There were no lights. All in favor. Motion Approved.

X. New Business.

A. Property and Casualty Workman's Comp Insurance

Commissioner Shackelford stated he would like to bring in the County's agent or agents on Workman's Comp. Commissioner Shackelford stated this is one thing that needs to be looked at. Commissioner Shackelford stated as he looks across the board the top expenditure is payroll and the next is the health insurance and the Administration Committee is on that already. Commissioner Shackelford stated he feels this is one of the top five expenditures and when you get into the premiums the County is paying in excess of \$1,000,000.00 a year for Property and Casualty Workman's Comp Insurance there are things that you can transfer some of the risk or assume more risk or keep a higher deductible or maybe the County does not insure some things. Commissioner Shackelford stated that Workman's Comp is in excess of \$800,000.00 a year. When you get over \$100,000.00 in premium there is a lot of things that you can do in the area as far as risk financing. Commissioner Shackelford stated the hospital does not have a fully insured plan like Maury County Government does. Commissioner Shackelford stated the hospital is doing a high deductible plan and over the course of five years on the average they are saving a \$1,000,000.00 to \$1,500,000.00 over what you can do in a standard market. Commissioner Shackelford stated he thinks there is an opportunity to look at what Maury County has and use this time and studying the County's expenses. Commissioner Shackelford stated he would like to have the agents come in and bring the Committee up to speed on what the County has and when it comes the appropriate time look at some options as far as the Workman's Comp and whether or not the County wants to self-insure some things, take higher deductibles. Commissioner Shackelford thinks the insurance cost is something that could be looked at and he thinks the County could save some money. Commissioner Shackelford stated he thinks the County could accept more risk than the County is now and Commissioner Shackelford would like to see this committee investigate that over the coming months so that maybe next year that it would probably need to go out in a RFP and that would need to be done in February or March so those numbers could be brought before the Committee around budget time so all those numbers could be plugged in to each individual budget. Commissioner Shackelford stated if the committee could bring in our agents to get up to speed on what the County has and maybe some ideas could be created and maybe there is a different product the County hasn't been looking at and possibly see what the savings is. Commissioner Shackelford stated the renewal on the property casualty is July 1 and the health insurance is April 1. Purchasing Agent Buddy Harlan stated the Purchasing Department deals with the Property and Casualty side of the issue on a daily basis. The Workman's Comp coverage

is coordinated through the HR Department. Mr. Harlan stated he feels the Property and Casualty people would come and give presentations and try to work with the County in any way they can. Chairman Harris asked Purchasing Agent Harlan to set up a presentation for the Property and Casualty for October and Workman's Comp. for November. Purchasing Agent Harlan stated for the Budget Committee the County had filled out the paperwork for the State about the Health Insurance and there estimated premium came back higher than what the County was paying at the time. Commissioner Turner stated she would like to see a list of all the property that Maury County owns as a County and the dates on how long the County has held on to it. Chairman Harris stated the County is trying to get a total square footage that the County is occupying or using on a daily basis. Purchasing Agent Harlan stated he can give the committee as close of a list as he can but there are probably properties that were seized for back taxes and they were so far back that they are probably not aware of. The surplus properties the County has now the parcels are so small that you cannot do anything with them. Chairman Harris asked Purchasing Agent Harlan the actual properties that the County owns if there was a value accorded to them. Purchasing Agent Harlan stated there is. Purchasing Agent Harlan stated every 3rd year as a component of being a member of the insurance pool they send an appraiser down and they go through all of the county properties down to the last individual's fence and they assign a value to each one of those. Purchasing Agent Harlan stated it includes every shelter at the park, every convenience center, every county office building, and every fence. There is a separate category for lighting at the park or the football field. Purchasing Agent Harlan stated the sheet that he e-mailed to the Mayor he will go through his book and give the appraised value on those. Purchasing Agent Harlan stated there have been a lot of property that has been seized that do not have a lot of property on them but Maury County owns them and would like to get rid of them. Commissioner Turner stated if the commission is looking at avenues of generating revenue or whatever this may be a good time to do this. Commissioner Turner asked about the old Health Department building behind McDonalds. Commissioner Turner asked if the County still owned that. Purchasing Agent Harlan replied no the County sold that. Purchasing Agent Harlan stated when they built a new Health Department the revenue from that building was counted as part of the revenue to build the new building. Commissioner Turner stated to Purchasing Agent Harlan if he was to do what Chairman Harris suggested and get that information to the commission and maybe at your own pace and if it takes six months or more to get all this information maybe then the commission could see what they have as far as the County and what property they may be able to unload. Chairman Harris stated he would like to see the buildings that are in our day to day operations and then a separate one that is what Maury County has got that is for auction. Chairman Harris stated he would like to see the day to day operations, and then a separate one on what Maury County has got that is for auction. The first go around is the ones that are occupied as operation, the square footage and the value of those properties. Purchasing Agent Harlan stated he may be able to get that information by the end of the week. Commissioner Barner asked did any of that property include anything in the school system. Purchasing Agent Harlan replied no. Commissioner Barner asked Purchasing Agent Harlan if there was any way that Purchasing Agent Harlan could get the schools to give him a list of their properties as well. Purchasing Agent Harlan stated he would ask. Commissioner Previti asked if there was a digital copy of the book that Purchasing Agent

Harlan was talking about and if he could send that out. Purchasing Agent Harlan stated he would call the company and see if they had a digital copy. Commissioner Sumners asked about the mapping that Maury County has and does it not show the recorded property that Maury County owns. Purchasing Agent Harlan stated it does if it was included in the records. Purchasing Agent Harlan stated it would probably be a joint effort between him and the Register of Deeds office. Purchasing Agent Harlan stated that as good as mapping is it is not perfect. There were no lights.

Chairman Harris stated he would be sending out the evaluation form for Budget Director Weber and he stated he would get the committee a previous evaluation for everyone's information. Chairman Harris stated he would be asking to get those back before the next scheduled meeting.

Commissioner Previti asked if there was a copy of this budget on the website. Mr. Lukonen stated he would put it on there if they wanted it on the website. County Attorney Murphy stated the resolution was on the last meeting. Mr. Lukonen stated he would attach that to it.

XI Old Business:

XII. Announcements:

- A. There will be a Public Hearing Monday at 6:00 P.M. followed by the County Commission Regular Meeting, Monday, August 17, 2015 at 6:30 P.M. Tom Primm County Commission Room, Hunter-Matthews Complex.

XIII. Adjournment:

Motion was made to adjourn at approximately 5:35 P.M.

APPROVED _____
Charlie Norman, Jr., County Mayor

SIGNED _____
Craig Harris, Budget Committee Chairman

Investments
As of August 31, 2015

Interest-to-Date..... \$ **129,588.89**
Budget 2015/2016 \$245,000.00

Due Date	Bank Company	CD Number	Date of Investments	Amount Invested	Length of Time	% Rate	Interest Due
2015-2016							
8/27/2015	Franklin Synergy	#83808	4/15/2014	1,000,000	58 Days	0.75 %	\$ 218.55
9/11/2015	Franklin Synergy	#84568	12/19/2014	2,000,000	73 Days	0.65 %	\$ 427.40
9/29/2015	Franklin Synergy	#83423	10/3/2013	2,000,000	91 Days	0.85 %	\$ 752.64
10/14/2015	Franklin Synergy	#84727	2/4/2015	2,000,000	106 Days	0.60 %	\$ 1,479.45
10/28/2015	Franklin Synergy	#84501	11/25/2014	2,000,000	120 Days	0.70 %	\$ 2,263.02
11/30/15	Franklin Synergy	#84948	4/29/2015	1,000,000	62 Days	0.60 %	\$ 13.65
12/11/2015	Franklin Synergy	#83617	12/12/2013	2,000,000	165 Days	0.80 %	\$ 5,260.53
1/28/2016	Franklin Synergy	#83706	1/30/2014	1,000,000	212 Days	0.75 %	\$ 2,548.10
3/25/2016	Community First	#25089	3/28/2014	1,000,000	269 Days	0.77 %	\$ 3,691.46
3/29/2016	Franklin Synergy	#84894	4/9/2015	1,000,000	264 Days	0.72 %	\$ 4,004.38
4/13/2016	Franklin Synergy	#84697	1/28/2015	2,000,000	289 Days	0.75 %	\$ 8,219.18
5/12/2016	Franklin Synergy	#84414	10/29/2014	1,000,000	317 Days	0.85 %	\$ 5,961.54
5/17/2016	Franklin Synergy	#84363	10/15/2014	1,000,000	317 Days	0.85 %	\$ 5,961.64
5/26/2016	Franklin Synergy	#83864	5/29/2014	1,000,000	332 Days	0.75 %	\$ 5,568.60
5/27/2016	Franklin Synergy	#84638	1/14/2015	2,000,000	332 Days	0.78 %	\$ 10,385.76
6/14/2016	Franklin Synergy	#85251	7/29/2015	2,000,000	321 Days	0.85 %	\$ 14,950.68
6/24/2016	Franklin Synergy	#83920	6/26/2014	1,000,000	361 Days	0.75 %	\$ 6,144.11
07/13/16	First Tennessee	#188703026	6/9/2015	With 2016-2017	21 Days	0.83 %	\$ 14,235.07
7/14/2016	Community First	#25474	3/4/2015	With 2016-2017	366 Days	0.76 %	\$ 6,350.68
7/27/2016	First State	#10045381	10/3/2014	With 2016-2017	366 Days	0.97 %	\$ 8,132.06
7/28/2016	Franklin Synergy	#84530	12/10/2014	With 2016-2017	366 Days	0.80 %	\$ 6,684.94
8/12/2016	Franklin Synergy	#84621	1/7/2015	With 2016-2017	366 Days	0.80 %	\$ 13,369.87
8/29/2016	Franklin Synergy	#84306	9/29/2014	With 2016-2017	366 Days	0.95 %	\$ 7,209.59
8/30/2016	Franklin Synergy	#85353	8/14/2015	With 2016-2017	322 Days	0.90 %	\$ 7,918.03
8/30/2016	Franklin Synergy	#85397	8/28/2015	With 2016-2017	308 Days	0.90 %	\$ 7,573.77
9/8/2016	Tri-Star	#29173	9/12/2014	With 2016-2017	366 Days	0.95 %	\$ 7,938.36
9/13/2016	Franklin Synergy	#85185	7/9/2015	With 2016-2017	357 Days	0.90 %	\$ 17,557.38
9/29/2016	Community First	#25483	3/12/2015	With 2016-2017	366 Days	0.78 %	\$ 5,855.32
9/29/2016	Franklin Synergy	#84815	3/12/2015	With 2016-2017	366 Days	0.78 %	\$ 6,517.80
10/29/2016	First Tennessee	#188394676	4/23/2015	With 2016-2017	366 Days	0.85 %	\$ 14,205.49
11/10/16	Franklin Synergy	#85041	6/5/2015	With 2016-2017	366 Days	0.85 %	\$ 15,602.74
11/28/2016	Franklin Synergy	#85395	8/27/2015	With 2016-2017	309 Days	0.95 %	\$ 8,020.49
12/12/2016	First State	#10045673	12/17/2014	With 2016-2017	366 Days	0.97 %	\$ 8,132.06
3/27/2017	Franklin Synergy	#84865	3/27/2015	With 2016-2017	366 Days	1.00 %	\$ 8,356.16
3/30/2017	Community First	#25538	4/17/2015	With 2016-2017	366 Days	1.05 %	\$ 17,547.89
04/26/17	Franklin Synergy	#85031	6/3/2015	With 2016-2017	366 Days	1.05 %	\$ 28,910.96
05/11/17	First Tennessee	#188703075	6/18/2015	With 2016-2017	366 Days	0.86 %	\$ 7,893.16
05/12/17	Franklin Synergy	#85147	6/29/2015	With 2016-2017	366 Days	1.05 %	\$ 9,636.99
5/28/2017	Franklin Synergy	#85020	5/28/2015	With 2016-2017	366 Days	1.05 %	\$ 17,490.41
5/29/2017	First Tennessee	#188702984	5/29/2015	With 2016-2017	366 Days	1.05 %	\$ 17,490.42
				<u>25,000,000</u>			<u>\$ 340,480.33</u>

2016-2017

07/13/16	First Tennessee	#188703026	6/9/2015	2,000,000	13 Days	0.83	\$	591.23
7/14/2016	Community First	#25474	3/4/2015	1,000,000	14 Days	0.76	\$	290.71
7/27/2016	First State	#10045381	10/3/2014	1,000,000	27 Days	0.97	\$	715.57
7/28/2016	Franklin Synergy	#84530	12/10/2014	1,000,000	28 Days	0.80	\$	612.02
8/12/2016	Franklin Synergy	#84621	1/7/2015	2,000,000	43 Days	0.80	\$	1,879.78
8/29/2016	Franklin Synergy	#84306	9/29/2014	1,000,000	61 Days	0.95	\$	1,583.33
8/30/2016	Franklin Synergy	#85353	8/14/2015	1,000,000.00	60 Days	0.90	\$	1,479.45
8/30/2016	Franklin Synergy	#85397	8/28/2015	1,000,000.00	60 Days	0.90	\$	1,479.45
9/8/2016	Tri-Star	#29173	9/12/2014	1,000,000	70 Days	0.95	\$	1,816.94
9/13/2016	Franklin Synergy	#85185	7/9/2015	2,000,000	75 Days	0.90	\$	3,698.63
9/29/2016	Community First	#25483	3/12/2015	1,000,000	91 Days	0.78	\$	1,939.34
9/29/2016	Franklin Synergy	#84815	3/12/2015	1,000,000	91 Days	0.78	\$	1,939.34
10/29/2016	First Tennessee	#188394676	4/23/2015	2,000,000	108 Days	0.85	\$	5,016.39
11/10/2016	Franklin Synergy	#85041	6/5/2015	2,000,000	133 Days	0.85	\$	6,147.95
11/28/2016	Franklin Synergy	#85395	8/27/2015	1,000,000	150 Days	0.95	\$	3,904.11
12/12/2016	First State	#10045673	12/17/2014	1,000,000	166 Days	0.97	\$	4,399.45
3/27/2017	Franklin Synergy	#84865	3/27/2015	1,000,000	270 Days	1.00	\$	7,377.05
3/30/2017	Community First	#25538	4/17/2015	2,000,000	273 Days	1.05	\$	15,663.93
04/26/17	Franklin Synergy	#85031	6/3/2015	3,000,000	300 Days	1.05	\$	25,804.11
05/11/17	First Tennessee	#188703075	6/18/2015	1,000,000	314 Days	0.86	\$	7,398.36
05/12/17	Franklin Synergy	#85147	6/29/2015	1,000,000	315 Days	1.05	\$	9,090.41
05/28/17	Franklin Synergy	#85020	5/28/2015	2,000,000	330 Days	1.05	\$	19,043.84
05/29/17	First Tennessee	#188702984	5/29/2015	2,000,000	331 Days	1.05	\$	19,101.37
				33,000,000				\$ 140,972.76

8/31/2015 Checking/Money Market Account .60% \$ 31,353,285.36

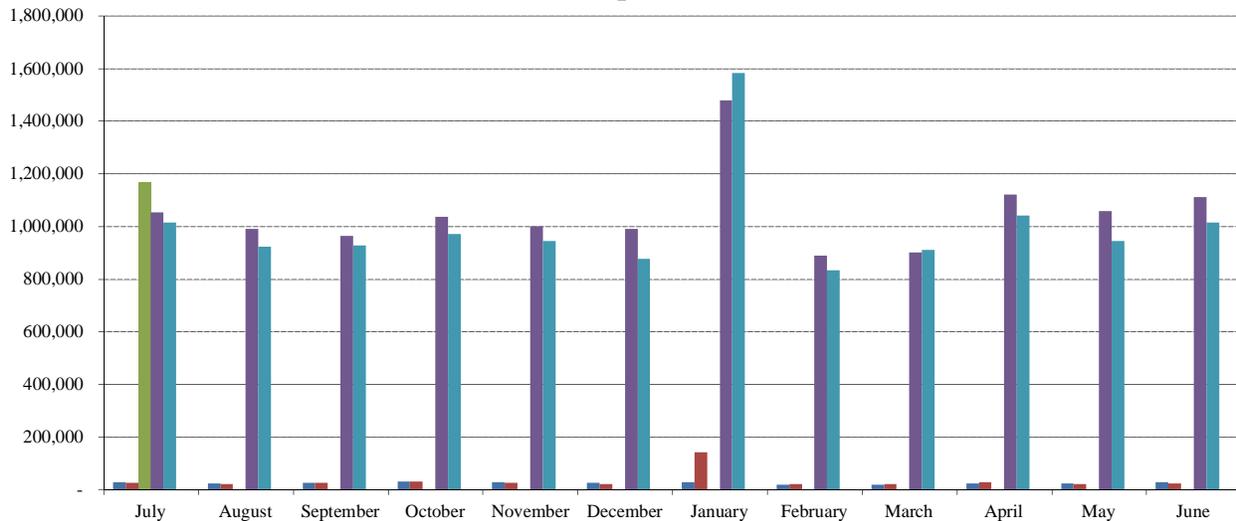
	YTD	August '15
CD Int. Earned	\$ 125,915.55	\$ 59,241.51
QSCB Int Reimbursed	\$ 3,673.34	\$ 1,969.58
	\$ 129,588.89	\$ 61,211.09

LOCAL OPTION SALES TAX COLLECTIONS

Fiscal Year-to-Date at July 2015

	County General Fund			General Purpose School Fund		
	2015-2016	2014-2015	2013-2014	2015-2016	2014-2015	2013-2014
July	31,524	27,114	26,101	1,168,127	1,052,709	1,015,049
August		22,438	20,884		989,678	922,331
September		25,134	25,040		962,767	926,543
October		29,874	29,523		1,036,681	970,626
November		28,930	25,059		1,000,782	943,708
December		24,598	21,298		989,529	875,989
January		28,118	141,940		1,477,643	1,582,987
February		17,342	19,721		887,548	834,075
March		17,449	21,741		900,344	911,490
April		24,330	28,064		1,120,601	1,041,886
May		23,575	20,475		1,058,095	944,979
June		27,261	24,271		1,110,453	1,013,832
Fiscal YTD Collections	31,524	296,163	404,115	1,168,127	12,586,831	11,983,495
Percent of Budget	7.88%	98.72%	141.79%	10.35%	113.51%	116.34%
Annual Budget	400,000	300,000	285,000	11,288,659	11,088,659	10,300,000

Local Option Sales Tax

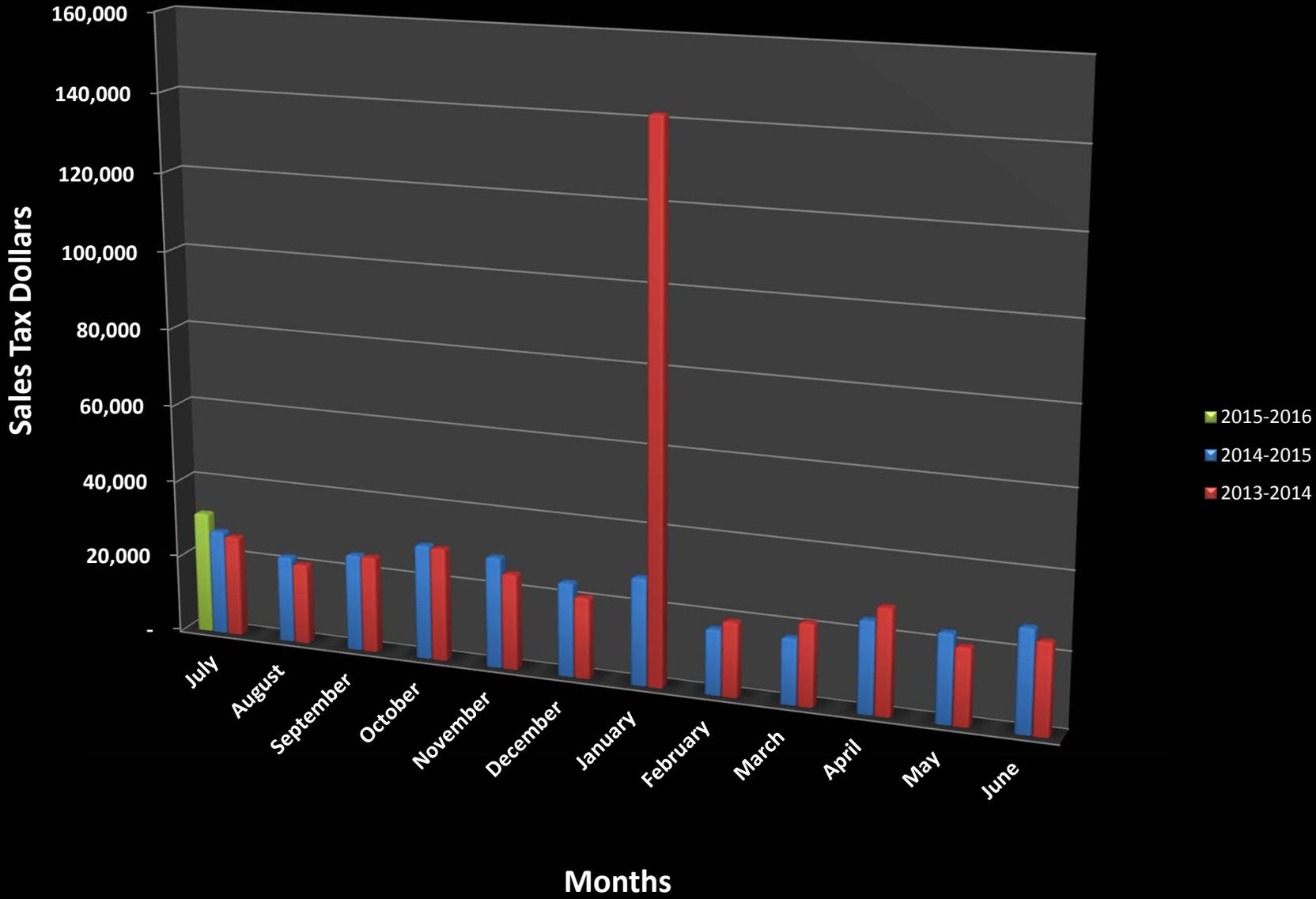


Notes:

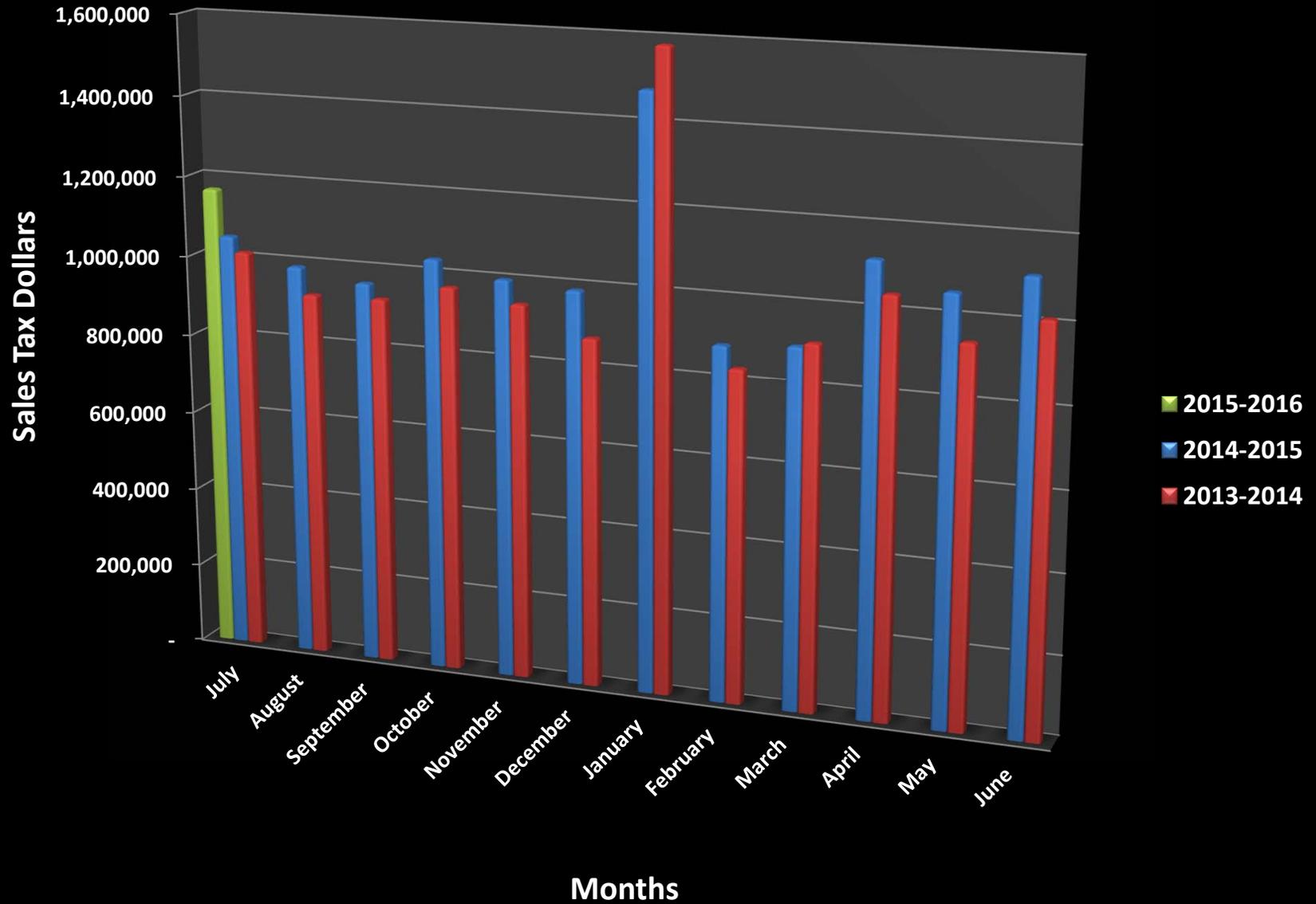
For financial reporting purposes, local option sales taxes are accrued and reported in the month collected by the State of Tennessee even though such taxes are not actually received by the county until the following month. Merchants must remit taxes monthly for sales made in the preceding month. Therefore, the amounts reported above trend up to two months subsequent to the actual merchant sale.

Maury County's local option sales tax represents 2.25% of the 9.25% sales taxes charged by area merchants. For sales made in Maury County outside of incorporated municipalities, the County allocates the tax receipts as follows: 75% General Purpose School Fund, 25% County General Fund. For sales made in incorporated municipalities, the General Purpose School Fund receives 50% of the taxes collected while the cities retain 50%.

Maury County Sales Tax Revenues



Maury County School Sales Tax Revenues



**Maury County Finance Department
Summary of Financial Statement**

**Aug-15
Year-To-Date**

**FUND 101
County Gen.**

Account	Description	Budget Estimate	Aug-15 Actual/ Revenues	Aug-14 Actual
40110	Current Property Tax		-	-
40120	Trustee's Collections - Prior Year		(79,262.75)	(47,340.28)
40125	Trustee's Bankruptcy		(1,467.29)	(1,038.24)
40130	Cir Clk/Clk & Master Collections- Prior Yr		(8,824.49)	-
40140	Interest And Penalty		(6,593.45)	(4,027.22)
40150	Pick-Up Taxes		(1,360.54)	(2,994.74)
40163	Payments In Lieu Of Taxes		-	-
40210	Local Option Sales Tax		(31,523.83)	(27,113.50)
40220	Hotel/Motel Tax		(145,674.86)	(97,817.59)
40250	Litigation Tax - General		(38,397.09)	(43,116.07)
40270	Business Tax		(71,116.85)	(34,599.73)
40330	Wholesale Beer Tax		(33,711.93)	(64,648.64)
40350	Interstate Telecomm		(129.44)	(150.16)
41140	Cable TV Franchise		(10,022.87)	(7,621.31)
41510	Beer Permits		-	-
41520	Building Permits		(20,953.00)	(20,457.00)
41590	Other Permits		(100.94)	(187.65)
42110	Fines		(1,924.70)	(845.18)
42120	Officers Costs		(2,908.66)	(1,448.75)
42130	Games And Fish Fines		-	-
42141	Drug Ct Fees-Cir		(832.20)	(397.10)
42150	Jail Fees		(1,371.32)	(860.70)
42180	DUI Treatment Fines		(902.97)	(570.00)
42190	Data Fee-Circuit Ct		(377.50)	(314.00)
42191	Courtroom Security Fee		(7.60)	(9.07)
42192	Victims Assistance Assessments		(1,629.01)	(2,792.86)
42280	DUI Treatment Fines		(95.00)	(166.25)
42292	Victims Assistance Assessments		(1,629.00)	(2,792.87)
42310	Fines		(4,977.40)	(4,769.95)
42311	Fines-Litter Award		-	-
42320	Officers Costs		(5,568.41)	(7,412.79)
42330	Games And Fish Fines		(270.00)	(11.25)
42341	Drug Ct Fees-Gsi		(785.65)	(871.86)
42350	Jail Fees		(3,783.37)	(3,797.14)
42380	DUI Treatment Fines		(3,055.19)	(2,402.55)
42390	Data Fee-Gen Sessions		(3,187.58)	(3,717.50)
42391	Courtroom Security Fee		(9.50)	(30.40)
42392	Victims Assistance Assessments		(1,628.99)	(2,792.87)
42490	Data Entry Fee - Juvenile Court		(193.00)	(308.00)
42520	Officers Costs		(142.02)	(46.07)
42530	Data Fee - Chancery Ct		(614.00)	(716.00)
42990	Other Fines, Forf. & Penalties		-	-
43102	Other Employee Benefit		(80.00)	-
43170	Work Release Charges For Board		(875.00)	(7,485.00)
43194	Service Charges		(25.00)	-
43320	Subdivision Lot Fees		(5,575.00)	(1,350.00)
43340	Recreation Fees		(3,052.59)	(5,609.58)
43350	Copy Fees		(85.05)	(653.06)
43360	Library Fees		(2,325.92)	(2,681.10)
43366	Greenbelt Late Application Fees		-	-
43370	Telephone Commissions		(10,171.60)	(9,805.66)
43380	Vending Machine Collections		(40.00)	(32.00)
43381	Tourism Fees		-	(585.50)
43392	Data Fee-Register		(3,344.00)	(2,836.00)
43394	Data Fee-Sheriff		(685.90)	(664.62)
43395	Shf-Sexual Offender Fee		(150.00)	(1,050.00)
43396	Data Processing Fee - County Clerk		(388.00)	(1,029.00)
44120	Lease/Rentals		(7,954.20)	(9,725.24)
44130	Sale Of Materials And Supplies		-	-

(CONTINUED)
County Gen.
FUND 101

Account	Description	Budget Estimate	Aug-15 Actual/ Revenues	Actual
44150	Sale Of Animals/Livestock		(14,097.50)	(12,385.00)
44170	Miscellaneous Refunds		-	-
44514	Revenues From Joint Ventures (Govt		(58,584.60)	-
44530	Sale of Equipment		-	(430.07)
44540	Sale Of Property		-	(700.00)
44560	Damages Recovered from Individuals		(10.00)	-
44570	Contributions & Gifts		(2,188.40)	(1,289.54)
44990	Other Local Revenues		(1,688.00)	(4,731.25)
45110	County Clerk		-	-
45510	County Clerk		(173,271.78)	-
45520	Circuit Court Clerk		(25,967.20)	(18,113.72)
45540	General Sessions Court Clerk		(59,586.65)	(67,366.26)
45550	Clerk And Master		(21,971.65)	(20,902.49)
45560	Juvenile Court Clerk		(4,152.00)	(8,491.50)
45580	Register		(50,472.19)	(41,129.63)
45590	Sheriff		(3,433.22)	(3,748.27)
45610	Trustee		(48,243.30)	(34,282.59)
46110	Juvenile Services Program		-	-
46160	State Reappraisal Grant		(1,949.73)	-
46190	Other General Government Grants		(9,250.00)	-
46210	Law Enforcement Training Programs		-	-
46390	St-Health Grant		(55,306.07)	-
46820	Income Tax		-	(156,741.20)
46830	Beer Tax		-	-
46835	Title - County Clerk		(1,236.15)	(3,457.15)
46840	Alcoholic Beverage Tax		(33,906.37)	(32,896.64)
46915	Contracted Prisoner Board		(420,357.00)	(197,136.00)
46960	Registrar's Salary Supplement		-	-
46980	Other State Grants		-	-
46990	Other State Revenues		-	-
47235	Homeland Security Grants		-	-
47250	L/E Grants-Edw Byrne-Sro		-	(3,681.00)
47715	Tax Credit Bond Rebate		-	-
47990	Other Direct Federal Revenue		(1,000.00)	(506.76)
48610	Donations		(800.75)	(1,045.68)
48990	Other		-	-
49700	Insurance Recovery		(3,623.03)	(2,388.00)
49800	Transfers In		-	(225,000.00)
	Total Revenues	-	(1,510,880.25)	(1,268,114.80)

**FUND 101
County Gen.**

Account	Description	Budget Estimate	Aug-15 Actual/ Expenditures	Aug-14 Actual
51100	County Commission		8,611.02	14,032.30
51210	Board Of Equalization		-	-
51240	Other Boards And Committees		2,594.30	1,199.04
51300	County Executive		38,320.88	37,916.64
51310	Personnel Office		37,813.65	37,191.77
51400	County Attorney		14,593.03	12,220.33
51500	Election Commission (Including Voter		47,080.06	119,068.29
51600	Register Of Deeds		63,146.36	58,924.12
51710	Development		118,118.24	115,734.65
51800	County Buildings		235,649.44	243,665.61
51900	Other General Administration		481,956.85	419,194.26
51910	Preservation Of Records		25,160.70	22,915.08
52100	Accounting And Budgeting		68,924.29	60,566.97
52200	Purchasing		34,193.91	33,102.90
52300	Property Assessor's Office		90,323.62	107,614.44
52310	Reappraisal Program		21,601.65	22,947.23
52400	County Trustee's Office		47,088.83	52,510.08
52500	County Clerk's Office		132,640.31	83,944.53
52600	Data Processing		81,610.13	52,188.35
53100	Circuit Court		177,103.83	131,062.81
53300	General Sessions Court		154,824.24	183,836.57
53400	Chancery Court		73,207.55	72,177.17
53600	District Attorney General		35,100.00	126,840.00
53930	Victim Assistance Programs		-	-
54110	Sheriff's Department		928,324.45	928,610.61
54150	Drug Enforcement		76.66	-
54160	Admn-Sexual Offender Reg		1,109.96	350.00
54210	Jail		949,038.14	907,453.73
54240	Juvenile Services		28,396.94	24,244.54
54410	Rural Fire		29,325.40	29,010.37
54490	Other Emergency Management		56,456.48	(72,416.28)
54710	Public Safety Grants Program		-	(3,222.82)
55110	Local Health Center		162,703.23	163,470.37
55120	Animal Shelter		88,422.08	92,603.50
55390	Appropriations To State		-	-
55900	Other Public Health And Welfare		12,980.00	-
56300	Senior Citizen Assistance		-	-
56500	Libraries		113,132.24	139,970.93
56700	Parks And Fair Boards		111,569.70	92,103.40
57100	Agricultural Extension Service		1,965.00	1,965.00
57300	Forest Service		-	-
57500	Soil Conservation		6,706.95	6,489.13
58110	Tourism		85,880.45	110,708.79
58120	Industrial Development		203.69	186.05
58190	Other Economic and Community		269.99	-
58220	Airport		-	-
58300	Veterans' Services		13,991.04	11,417.86
58500	Contributions To Other Agencies		-	-
58600	Employee Benefits		1,926.76	2,023.92
58700	Payments to Cities		-	-
58900	Miscellaneous		59,280.80	59,159.13
91130	Public Safety Projects		-	-
91200	Highway and Street Capital Projects		-	-
99100	Transfers Out		-	-
Total Expenditures		-	4,641,422.85	4,502,981.37
Net Change (Surplus)/Deficit		-	3,130,542.60	3,234,866.57

Maury County Finance Department
 Summary Financial Statement
 Aug-15
 Year-To-Date

FUND 122
 Drug Control

		Aug-15			Aug-14
Account	Description	Budget Estimate	Actual/ Revenues		Actual
42140	Drug Control Fines		(17,191.20)		(3,273.13)
42340	Drug Control Fines		(276.45)		(2,694.67)
42910	Proceeds From Confiscated Property		(17,842.14)		(18.53)
47700	Asset Forfeiture Funds		0.00		0.00
Total Revenues		-	(35,309.79)		(5,986.33)

		Aug-15			Aug-14
Account	Description	Budget Estimate	Actual/ Expenditures		Actual
54150	Drug Enforcement		20,311.35		21,324.49
Total Expenditures		-	20,311.35		21,324.49
Net Change (Surplus)/Deficit		-	(14,998.44)	-	15,338.16

**Maury County Finance Department
Summary Financial Statement
Aug-15
Year-To-Date**

**FUND 125
Adequate Fac.**

Account	Description	Budget Estimate	Aug-15 Actual/ Revenues		Aug-14 Actual
40250	Litigation Tax General		0.00		(2,149.50)
40285	Adequate Facilities Tax		(186,995.10)		(121,950.78)
41520	Building Permits		0.00		(0.50)
Total Revenues		-	(186,995.10)	-	(124,100.78)

Account	Description	Budget Estimate	Aug-15 Actual/ Expenditures		Aug-14 Actual
91110	General Administration Projects		0.00		5,354.00
91130	Public Safety Projects		29.00		-
91200	Highway & Street Capital Projects		0.00		-
Total Expenditures		-	29.00		5,354.00
Net Change (Surplus)/Deficit		-	(186,966.10)	-	(118,746.78)

**Maury County Finance Department
Summary Financial Statement
Aug-15
Year-To-Date**

**FUND 131
Highway Dept**

Account	Description	Budget Estimate	Aug-15 Actual/ Revenues	Aug-14 Actual
40110	Current Property Tax		-	-
40120	Trustee's Collections - Prior Year		(17,515.57)	(10,460.69)
40125	Trustee's Bankruptcy		(324.26)	(229.42)
40130	Cir Clk/Clk & Master Collections- Prior Yr		(1,950.04)	-
40140	Interest And Penalty		(1,456.60)	(889.40)
40150	Pick-Up Taxes		(300.62)	(661.71)
40280	Mineral Severance Tax		-	-
44130	Sale Of Materials And Supplies		(13.65)	(14.13)
44170	Miscellaneous Refunds		-	-
44530	Sale Of Equipment		-	-
44560	Damages Recovered From Individuals		(100.00)	(600.00)
44990	Other Local Revenues		-	-
45560	Juvenile Court Clerk		-	-
46410	Bridge Program		-	-
46420	State Aid Program		-	-
46920	Gasoline And Motor Fuel Tax		(428,113.05)	(408,915.88)
46930	Petroleum Special Tax		(4,867.78)	(9,735.56)
46990	Other State Revenues		-	-
47230	Disaster Relief		-	-
49700	Insurance Recovery		-	-
49800	Transfers In		-	-
Total Revenues		-	(454,641.57)	(431,506.79)

Account	Description	Budget Estimate	Aug-15 Actual/ Expenditures	Aug-14 Actual
61000	Administration		39,980.70	38,561.23
62000	Highway And Bridge Maintenance		821,120.13	403,354.14
63100	Operation And Maintenance Of		148,916.96	119,467.33
65000	Other Charges		140,155.01	142,523.32
66000	Employee Benefits		-	-
68000	Capital Outlay		39,286.29	69.60
91200	Highway & Street Capital Projects		-	-
Total Expenditures		-	1,189,459.09	703,975.62
Net Change (Surplus)/Deficit		-	734,817.52	272,468.83

**Maury County Finance Department
Summary Financial Statement
Aug-15
Year-To-Date**

**FUND 151
Debt Service**

Account	Description	Budget Estimate	Aug-15 Actual/ Revenues	Aug-14 Actual
40110	Current Property Tax		-	-
40120	Trustee's Collections - Prior Year		(37,056.17)	(22,135.76)
40125	Trustee's Bankruptcy		(686.02)	(485.49)
40130	Cir Clk/Clk & Master Collections- Prior Yr		(4,125.66)	-
40140	Interest And Penalty		(3,081.81)	(1,880.65)
40150	Pick-Up Taxes		(636.05)	(1,400.27)
40161	Payments In Lieu Of Taxes - T. V. A.		(2,126.14)	(2,126.14)
40162	Payments In Lieu Of Taxes-Local		(11,417.18)	(5,628.52)
40163	Payments In Lieu Of Taxes - Other		-	-
40240	Wheel Tax-Jail		(87,183.88)	(330,137.11)
40266	Litigation Tax-Jail		(38,653.05)	(77,985.95)
40320	Bank Exercise Tax		-	-
44110	Interest Earned		(129,588.89)	(72,063.61)
46851	State Revenue Sharing- TVA		-	-
47990	Other Direct Federal Revenue		-	-
49800	Transfers In		-	-
Total Revenues		-	(314,554.85)	(513,843.50)

Account	Description	Budget Estimate	Aug-15 Actual/ Expenditures	Aug-14 Actual
82110	General Government		-	-
82130	Education		45,842.06	45,842.06
82210	General Government		-	-
82230	Education		20,015.00	20,015.00
82310	General Government		5,177.58	6,251.18
99100	Transfers Out		-	165,068.56
Total Expenditures		-	71,034.64	237,176.80
Net Change (Surplus)/Deficit		-	(243,520.21)	(276,666.70)

Maury County Finance Department
 Summary Financial Statement
 Aug-15
 Year-To-Date

FUND 176
 Wheel Tax Fund

Account	Description	Budget Estimate	Aug-15 Actual/ Revenues		Aug-14 Actual
40240	Wheel Tax		(87,183.87)		(165,068.56)
Total Revenues		-	(87,183.87)	-	(165,068.56)

Account	Description	Budget Estimate	Aug-15 Actual/ Expenditures		Aug-14 Actual
58900	Miscellaneous		1,775.51		-
91200	Hwy and Street Cap Projects		12,739.05		285,152.00
Total Expenditures		-	14,514.56		285,152.00
Net Change (Surplus)/Deficit		-	(72,669.31)		120,083.44

**Maury County Finance Department
Summary Financial Statement
Aug-15
Year-To-Date**

**FUND 189
Capital Exp.**

Account	Description	Budget Estimate	Aug-15 Actual/ Revenues	Aug-14 Actual
40110	Current Property Tax		-	-
40120	Trustee's Collections - Prior Year		(6,133.68)	(6,971.54)
40125	Trustee's Bankruptcy		(145.85)	(152.87)
40130	Cir Clk/Clk & Master Collections- Prior Yr		(682.88)	-
40140	Interest And Penalty		(517.35)	(592.46)
40150	Pick-Up Taxes		(105.27)	(441.01)
44170	Miscellaneous Refunds		-	-
44530	Sale Of Equipment		(1,032.00)	-
Total Revenues		-	(8,617.03)	(8,157.88)

Account	Description	Budget Estimate	Aug-15 Actual/ Expenditures	Aug-14 Actual
51900	Other General Administration		-	-
52600	Data Processing		-	-
54110	Sheriff's Department		-	-
54490	Other Emergency Management		-	-
55120	Animal Shelter		-	-
55754	Landfill Operation And Maintenance		-	-
56500	Libraries		-	-
56700	Parks And Fair Boards		-	-
58400	Other Charges		102.17	5.00
58900	Miscellaneous		144.03	404.46
68000	Capital Outlay		-	-
72310	Board Of Education		-	-
91200	Highway & Street Cap Projects		-	-
95100	Capital Projects Donated To School		-	-
Total Expenditures		-	246.20	409.46
Net Change (Surplus)/Deficit		-	(8,370.83)	(7,748.42)

**Maury County Finance Department
Summary Financial Statement
Aug-15
Year-To-Date**

**FUND 207
Solid Waste**

Account	Description	Budget Estimate	Aug-15 Actual/ Revenues	Aug-14 Actual
40110	Current Property Tax	-	-	-
40120	Trustee's Collections - Prior Year	-	(11,713.62)	(3,689.37)
40125	Trustee's Bankruptcy	-	(184.59)	(80.91)
40130	Cir Clk/Clk & Master Collections- Prior Yr	-	(1,304.14)	-
40140	Interest And Penalty	-	(966.80)	(313.98)
40150	Pick-Up Taxes	-	(201.04)	(233.37)
43107	Residential Waste Collection Charge	-	-	-
43109	Transfer Waste Stations Collection	-	(40.00)	(80.00)
43110	Tipping Fees	-	(30,793.65)	(66,493.00)
43190	Other General Service Charges	-	(32,091.07)	(24,588.05)
43194	Service Charges	-	(1,189.50)	(2,868.36)
44145	Sale Of Recycled Materials	-	(13,614.80)	(22,836.80)
44170	Miscellaneous Refunds	-	-	-
44530	Sale of Equipment	-	-	-
46170	Solid Waste Grants	-	(11,313.78)	-
46430	Litter Program	-	-	-
49700	Insurance Recovery	-	-	(36,311.64)
		-	-	-
Total Revenues		-	(103,412.99)	(157,495.48)

Account	Description	Budget Estimate	Aug-15 Actual/ Expenditures	Aug-14 Actual
55731	Waste Pickup	-	7,316.93	5,261.26
55732	Convenience Centers	-	142,294.30	140,763.00
55754	Landfill Operation And Maintenance	-	720,515.94	715,189.09
		-	-	-
Total Expenditures		-	870,127.17	861,213.35
Net Change (Surplus)/Deficit		-	766,714.18	- 703,717.87

Maury County Finance Department
 Summary Financial Statement
 Aug-15
 Year-To-Date

FUND 261
 Central Maint.

Account	Description	Budget Estimate	Aug-15 Actual/ Revenues		Aug-14 Actual
43190	Other General Service Charges		(142,796.99)		(262,947.10)
44130	Sale Of Materials And Supplies		(2,127.00)		(3,931.50)
44990	Other Local Revenues				-
Total Revenues		-	(144,923.99)		(266,878.60)

Account	Description	Budget Estimate	Aug-15 Actual/ Expenditures		Aug-14 Actual
51900	Other General Administration		316,757.83		450,473.30
Total Expenditures		-	316,757.83		450,473.30
Net Change (Surplus)/Deficit		-	171,833.84	-	183,594.70

CASH REPORT
FOR
YEAR-TO-DATE AND FOR THE MONTH ENDING August 2015

FUNDS	CASH BALANCE 7/31/2015	ADJUSTMENTS	RECEIPTS	TRANSFERS IN (OUT)	DISBURSEMENTS	COMMISSION TRANSFERS	CASH BALANCE 8/31/2015
Fund 101 - County General	9,045,810.53	(35.00)	1,052,786.31	48,243.30	(2,158,249.39)	(4,074.43)	7,984,481.32
Fund 122 - Drug Control	1,452,835.03	-	18,137.12	-	(1,761.70)	(181.38)	1,469,029.07
Fund 125 - Adequate Facilities	2,056,993.69	-	96,297.80	-	(159,216.77)	-	1,994,074.72
Fund 131 - Highway	2,890,014.84	-	231,298.44	-	(443,659.30)	(2,374.15)	2,675,279.83
Fund 141 - General Purpose School	8,186,831.76	-	6,537,367.33	-	(7,369,127.51)	(12,818.23)	7,342,253.35
Fund 142 - School Federal Projects	539,449.01	-	542,453.26	-	(631,783.76)	-	450,118.51
Fund 143 - School Food Service	2,255,203.79	-	61,295.29	-	(247,914.28)	-	2,068,584.80
Fund 151 - Debt Service	11,481,538.97	-	208,917.79	-	(21,245.32)	(2,218.68)	11,666,992.76
Fund 171 - General Capital Outlay	822,369.57	-	-	-	-	-	822,369.57
Fund 176 - Highway Capital Outlay	642,789.64	-	87,183.87	-	(12,739.05)	(871.84)	716,362.62
Fund 177 - School Capital Outlay	48,097,891.55	-	-	-	(817,761.25)	-	47,280,130.30
Fund 178 Capital Projects Bonds 2004	1,339,591.58	-	-	-	(91,871.04)	-	1,247,720.54
Fund 189 - Capital Expenditure	777,906.93	-	3,857.82	-	(977.36)	(49.60)	780,737.79
Fund 207 - Solid Waste/Disposal	2,436,070.48	-	118,196.90	-	(293,270.44)	(368.91)	2,260,628.03
Fund 261 - Central Maintenance	589,395.94	-	146,680.99	-	(175,247.55)	-	560,829.38
Local Option Sales Tax - Cities	(0.00)	-	1,073,555.13	-	(1,062,819.58)	(10,735.55)	(0.00)
Other Deferred Revenue	-	-	-	-	-	-	-
Undistributed Taxes	0.00	-	-	-	-	-	0.00
Fee/Commission Account	48,243.30	-	-	(48,243.30)	-	33,692.77	33,692.77
TOTALS	92,662,936.61	(35.00)	10,178,028.05	-	(13,487,644.30)	-	89,353,285.36

Payroll Report August 2015

Overtime	Acct #	August Expenditure	15-16 FY YTD	Prior FY YTD
Sheriff Dept.	54110	7,549.23	16,556.06	18,460.02
Sheriff- Jail	54210	10,787.57	18,046.49	30,601.01
Juvenile Svcs	54240	283.95	543.43	-
County Mayor	51300	1,815.38	3,192.53	-
General Sessions	53300	375.94	483.47	451.95
Property Assessor	52300			410.38
Election	51500			811.21
Park	56700	83.78	241.02	240.34
Visitor Bureau	58110			49.68
Building Maint.	51800	299.52	561.60	690.56
HR	51310	307.56	711.68	-
Register	51600			729.13
Clerk & Master	52500	245.02	245.02	485.55
Chancery Court	53400	136.38	440.41	
Total 101 Fund		21,884.33	41,021.71	52,929.83
Highway	62000	3,161.54	7,231.42	1,751.75
Total 131 Fund		3,161.54	7,231.42	1,751.75
Landfill	55754			125.43
Total 207 Fund		-	-	125.43
Central Maint.	51900	671.30	671.30	111.28
Total 261 Fund		671.30	671.30	111.28
Total for All Funds		25,717.17	48,924.43	54,918.29

Excess/Holiday		August Expenditure	15-16 FY YTD	Prior FY YTD
Sheriff Dept.	54110	-	5,001.24	3,262.42
Sheriff - Jail	54210	143.79	4,480.55	5,047.73
(All 101) Total	Total	143.79	9,481.79	8,310.15

Combined		August Expenditure	15-16 FY YTD	Prior FY YTD
Sheriff Dept/Jail	54110/54210	18,480.59	44,084.34	57,371.18
County Mayor	51300	1,815.38	3,192.53	-
General Sessions	53300	375.94	483.47	451.95
Property Assessor	52300	-	-	410.38
Election	51500	-	-	811.21
Park	56700	83.78	241.02	240.34
Visitor Bureau	58110	-	-	49.68
Building Maint.	51800	299.52	561.60	690.56
HR	51310	307.56	711.68	-
Register	51600	-	-	729.13
Clerk & Master	52500	245.02	245.02	485.55
Total 101 Fund		21,607.79	49,519.66	61,239.98
Highway	60000	3,161.54	7,231.42	1,751.75
Total 131 Fund		3,161.54	7,231.42	1,751.75
Landfill	55754	-	-	125.43
Total 207 Fund		-	-	125.43
Central Maint.	51900	671.30	671.30	-
Total 261 Fund		671.30	671.30	-
Total for All Funds		25,860.96	58,406.22	63,117.16

Comp- August 2015

Department	Hours		Change in Hours		Liability		Change in Liability	
	8/1/2015	8/31/2015	# Hours	%	Liability 8/1/2015	Liability 8/31/2015	\$ Amount	%
Rabies Control	40.00	40.00	-	0.00%	\$738.30	\$738.30	\$ -	0.00%
Sheriff	12,269.06	11,717.75	(551.31)	-4.49%	\$225,867.66	\$214,640.23	\$ (11,227.43)	-4.97%
Health Dept	5.70	16.00	10.30	180.70%	\$123.29	\$245.29	\$ 122.00	98.95%
Budget Office	422.85	433.93	11.08	2.62%	\$9,154.82	\$9,419.52	\$ 264.70	2.89%
Property Assessor	639.51	601.26	(38.25)	-5.98%	\$11,583.71	\$10,783.26	\$ (800.45)	-6.91%
County Mayor	358.25	358.25	-	0.00%	\$7,044.53	\$7,044.53	\$ -	0.00%
General Sessions	966.57	771.75	(194.82)	-20.16%	\$17,841.93	\$13,639.02	\$ (4,202.91)	-23.56%
Building & Zoning	193.34	179.09	(14.25)	-7.37%	\$4,053.67	\$3,753.36	\$ (300.31)	-7.41%
Election	219.56	149.56	(70.00)	-31.88%	\$3,427.26	\$2,349.96	\$ (1,077.30)	-31.43%
Park	213.19	203.07	(10.12)	-4.75%	\$3,165.34	\$3,009.00	\$ (156.34)	-4.94%
Human Resource	120.54	120.54	-	0.00%	\$2,349.38	\$2,349.38	\$ -	0.00%
Visitor Bureau	64.40	27.27	(37.13)	-57.66%	\$1,041.71	\$401.40	\$ (640.31)	-61.47%
Clerk & Master	304.43	296.43	(8.00)	-2.63%	\$6,528.83	\$6,391.84	\$ (136.99)	-2.10%
Circuit	379.75	364.75	(15.00)	-3.95%	\$7,859.52	\$7,600.52	\$ (259.00)	-3.30%
Register Of Deeds	203.68	203.68	-	0.00%	\$3,751.80	\$3,751.80	\$ -	0.00%
County Court Clerk	701.26	727.09	25.83	3.68%	\$13,811.42	\$14,378.81	\$ 567.39	4.11%
Trustee	334.75	333.75	(1.00)	-0.30%	\$6,291.43	\$6,814.24	\$ 522.81	8.31%
Veteran Service	0.00	0.00	-	0.00%		\$ -	\$ -	0.00%
Library	205.76	207.01	1.25	0.61%	\$3,615.13	\$3,589.10	\$ (26.03)	-0.72%
Soil Conservation	1.53	1.53	-	0.00%	\$23.56	\$23.56	\$ -	0.00%
Archives	0.00	0.00	-	0.00%		\$ -	\$ -	0.00%
Purchasing	427.83	419.83	(8.00)	-1.87%	\$10,717.14	\$10,516.74	\$ (200.40)	-1.87%
Maintenance Crew	143.00	149.00	6.00	4.20%	\$2,832.54	\$2,968.02	\$ 135.48	4.78%
Animal Shelter	35.00	18.00	(17.00)	-48.57%	\$426.30	\$230.12	\$ (196.18)	-46.02%
Total 101 Fund	18,249.96	17,339.54	(910.42)	-4.99%	\$342,249.27	\$324,638.00	(\$17,611.27)	-5.15%
Litter	39.00	39.00	-	0.00%	\$ 463.71	\$ 463.71	\$ -	0.00%
Highway	89.58	84.33	(5.25)	-5.86%	\$2,233.02	\$2,101.56	\$ (131.46)	4.85%
Total 131 Fund	128.58	123.33	(5.25)	-4.08%	\$2,696.73	\$2,565.27	(\$131.46)	-4.87%
Landfill	1,186.43	1,161.56	(24.87)	-2.10%	\$19,288.68	\$18,717.31	\$ (571.37)	-2.96%
Total 207 Fund	1,186.43	1,161.56	(24.87)	-2.10%	\$19,288.68	\$18,717.31	(\$571.37)	-2.96%
Central Maintenance	6.12	2.62	(3.50)	-57.19%	\$97.92	\$41.92	\$ (56.00)	-57.19%
Total 261 Fund	6.12	2.62	(3.50)	-57.19%	\$97.92	\$41.92	(\$56.00)	0.00%
TOTAL FOR ALL FUNDS August 2015:	19,571.09	18,627.05	(944.04)	-4.82%	\$364,332.60	\$345,962.50	(\$18,370.10)	-5.04%
TOTAL FOR ALL FUNDS August 2014:	19,298.29	17,962.96	(1,335.33)	-6.92%	\$347,910.78	\$323,869.29	(\$24,041.49)	-6.91%

BID DATE: July 31, 2015

**BID - CENTRAL MAINTENANCE
ULS DIESEL W / CONDITIONER**

Columbia Oil Company	2.1691
JAT Oil	1.6980
Kimbros Oil Company	1.6799
TriStar Energy, LLC	1.6542

P. O. #130755 was issued on 7/31/15 to Tri-Star, the low bidder for 8,000 gallons of ULS diesel with conditioner @ \$1.6542 in the amount of \$13,233.60. Bids were taken via fax & email.

BID DATE: August 7, 2015

**BID - CENTRAL MAINTENANCE
ULS DIESEL W / CONDITIONER**

Columbia Oil Company	2.1691
JAT Oil	1.7040
Kimbros Oil Company	1.6753
TriStar Energy, LLC	1.5972

P. O. #130892 was issued on 8/7/15 to Tri-Star, the low bidder for 8,000 gallons of ULS diesel with conditioner @ \$1.5972 in the amount of \$12,777.60. Bids were taken via fax & email.

BID DATE: August 13, 2015

**BID - CENTRAL MAINTENANCE
REGULAR UNLEADED GASOLINE**

JAT Oil	2.2490
Kimbros Oil Company	2.2590

P.O. #130940 was issued on 08/13/15 to JAT Oil, the low bidder, for 8,500 gallons of regular unleaded @ \$2.249 in the amount of \$19,116.50. Bids were taken via email & fax.

BID DATE: August 17, 2015

**BID - CENTRAL MAINTENANCE
ULS DIESEL W / CONDITIONER**

Columbia Oil Company	2.1291
JAT Oil	1.6990
JB Weimar, Inc.	Rejected-late arrival
Kimbros Oil Company	1.6525
TriStar Energy, LLC	1.6190

P. O. #130982 was issued on 8/17/15 to Tri-Star, the low bidder for 8,000 gallons of ULS diesel with conditioner @ \$1.619 in the amount of \$12,952.00. Bids were taken via fax & email.

BID DATE: August 20, 2015

**COUNTY BUILDINGS
BID - PAINTING**

We posted the invitation on the County website, in County buildings and directly contacted nine (9) potential bidders. We received two (2) responses and had three (3) invitations returned by the USPS as undeliverable. The acceptable bids are listed below.

<u>Vendor</u>	<u>Bid</u>
Middle TN Enterprise, LLC	\$18,900.00
Charlie Irwin Painting, LLC	\$68,891.00

The apparent low bidder was Middle TN Enterprise, LLC. This bid was accepted. A purchase order will be issued prior to work beginning. Written bids were submitted by vendors.

BID DATE: August 27, 2015

**BID – HIGHWAY DEPARTMENT
BRIDGE ON STEPHENSON SCHOOLHOUSE ROAD**

This invitation was posted on the County website, in County buildings and in the local paper. Prospect bidders obtained the bid materials directly from Collier Engineering. We received four (4) bids. The prices shown reflect both bridges combined.

Jenkins & Jenkins, Inc.	\$274,427.20
Concrete Structures, Inc.	\$278,588.24
Brown Builders, Inc.	\$325,136.91
Simpson Contraction	\$363,498.70

After evaluation by Collier Engineering, the bid from Jenkins & Jenkins was accepted. Once approval from the State of Tennessee has been obtained, contracts will be signed by all parties. Written bids were submitted.

BID DATE: August 27, 2015

**BID - CENTRAL MAINTENANCE
ULS DIESEL W / CONDITIONER**

Columbia Oil Company	1.5443
JAT Oil	1.5630
Kimbrow Oil Company	1.5588
Parman Lubricants	1.5225
TriStar Energy, LLC	1.4390

P. O. #131051 was issued on 8/27/15 to Tri-Star, the low bidder for 8,000 gallons of ULS diesel with conditioner @ \$1.439 in the amount of \$11,512.00. Bids were taken via fax & email.

BID DATE: September 1, 2015

**BID - CENTRAL MAINTENANCE
REGULAR UNLEADED GASOLINE**

Columbia Oil Company	1.9999
JAT Oil	1.7990
Kimbrow Oil Company	1.8685
TriStar Energy, LLC	1.8577

P.O. #131168 was issued on 09/01/15 to JAT Oil, the low bidder, for 8,500 gallons of regular unleaded @ \$1.799 in the amount of \$15,291.50. Bids were taken via email & fax.

BID DATE: September 3, 2015

**BID - CENTRAL MAINTENANCE
ULS DIESEL W / CONDITIONER**

Columbia Oil Company	2.0691
Kimbrow Oil Company	1.6977
TriStar Energy, LLC	1.6505

P. O. #131181 was issued on 9/3/15 to Tri-Star, the low bidder for 8,000 gallons of ULS diesel with conditioner @ \$1.6505 in the amount of \$13,204.00. Bids were taken via fax & email.

<u>Bid/RFP</u>	<u>Dept.</u>	<u>Project</u>	<u>Opening</u>	<u>Opening</u>	<u>Opening</u>	<u>Inv.</u>	<u>Add. Inv.</u>	<u>Inv.</u>	<u>Bids</u>	<u>Bids</u>	<u>Status</u>
<u>Purpose</u>		<u>Type</u>	<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Sent</u>	<u>Requests</u>	<u>Return</u>	<u>Rec'd</u>	<u>Rej'd</u>	
Paving, State Aid	Highway	Bid Inv	09/08/15	Tuesday	2:30 P.M.	12					In Process
Leachate Pumps	Solid Waste	RFP Inv	10-Sep	Thursday	2:30 P.M.	5					In Process
GovDeals Sales:	September 2015 Meeting							Net			
Item				Date Sold				Amount			Account #
1 Pair of Men's Air Jordan Shoes				07/30/15				\$ 48.00			122-42910
Mitsubishi Rear Projection TV				08/07/15				\$ 52.00			122-42910
Lot #2 Tennis Shoes				08/07/15				\$260.00			122-42910
2008 Ford Crown Victoria				08/06/15				\$960.00			189-44530
1 Pair of Nike Air Shoes				08/07/15				\$ 93.00			122-42910
								Total 122	\$453.00		
								Total 189	\$960.00		
NOTE: NO CAPITAL EXPENDITURE REPORT UNTIL FY 15 - 126 BUDGET IS APPROVED BY THE STATE											



State of Tennessee

PUBLIC CHAPTER NO. 457

SENATE BILL NO. 831

By Yager

Substituted for: House Bill No. 702

By Kumar

AN ACT to amend Tennessee Code Annotated, Title 6, Chapter 56 and Title 12, Chapter 3, relative to local government purchasing bid thresholds.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 12, Chapter 3, is amended by adding the following language as a new, appropriately designated section:

Notwithstanding any charter provision, private act, or other law to the contrary, any county, municipality, utility district, or other local governmental entity having centralized purchasing authority with a full-time purchasing agent is authorized, by resolution or ordinance of its governing body, to increase the threshold over which public advertisement and sealed competitive bids or proposals are required to an amount not to exceed twenty-five thousand dollars (\$25,000) for nonemergency, nonproprietary purchases. At least three (3) written quotations shall be required whenever possible for purchases costing less than the bid threshold established for public advertisement and sealed competitive bids or proposals but more than forty percent (40%) of such bid threshold or some lower amount as may be established by the governing body in the resolution. Purchases of like items shall be aggregated for purposes of the bid threshold.

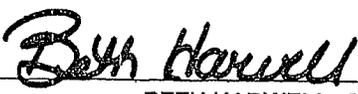
SECTION 2. This act shall take effect upon becoming a law, the public welfare requiring it.

SENATE BILL NO. 831

PASSED: April 22, 2015

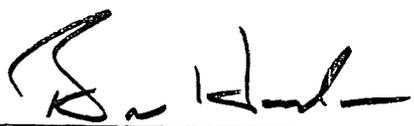


RON RAMSEY
SPEAKER OF THE SENATE



BETH HARWELL, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 18th day of MAY 2015



BILL HASLAM, GOVERNOR



About NCPA

NCPA (National Cooperative Purchasing Alliance) is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

NCPA's Process

NCPA works with a lead public agency, who competitively solicits master contracts. Contracts are based on quality, performance, and most importantly pricing. These contracts are established using the following process:

- The Lead Agency issues a competitive solicitation for a product or service on behalf of NCPA and all public agencies.
- The solicitation is advertised nationally for a minimum of 30 days. You can view our [current solicitations](#) on our website.
- The solicitation contains language that allows the contract to be accessible nationally to public agencies in states whose laws allow for intergovernmental contract use (also known as "piggybacking" or "adopting")
- Vendors respond to the solicitation with sealed responses that are recorded and publicly opened.
- The Lead Agency evaluates the responses based on "Identified Evaluation Criteria" and awards contracts.

Who Can Use NCPA's Contracts

There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize NCPA's [cooperative purchasing contracts](#). These include, but are not limited to the following agency types:

- School Districts (including K-12, Charter schools, and Private K-12)
- Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)
- Cities, Counties, and any Local Government
- State Agencies
- Healthcare Organizations
- Church/Religious
- Nonprofit Corporations

State Statutes



Register with NCPA

To participate in the National Cooperative Purchasing Alliance, all you need to do is fill out the form below, check the Signature Check Box and hit "Submit".

Agency Name

Maury County Government

Federal Tax ID Number

626000744

Agency Type

County

Department

Purchasing

Name

James Harlan Jr

Address

#5 Public Square

Address2

2nd Floor

City

Columbia

State

Tennessee

Postal Code

38401

Phone Number

9313753110

Email Address

bharlan@maurycounty-tn.g

How did you hear about us?

Other

I agree to the [Master Intergovernmental Cooperative Purchasing Agreement](#) Terms and Conditions

Submit



Master Intergovernmental Cooperative Purchasing Agreement

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

RESOLUTION NO. 09-15-20

**RESOLUTION AMENDING 2015/2016 SHERIFF DEPARTMENT
BUDGET REGARDING INSURANCE RECOVERY ON A VEHICLE**

WHEREAS, the Maury County Sheriff Department recently received insurance proceeds in the amount of \$438.43 for Unit 116 driven by Brian Cook; and,

WHEREAS, it is desirable to amend the fiscal year 2015/2016 Maury County Sheriff Department Budget to *Increase* the Insurance Recovery line item by \$438.43, to Increase the Vehicle Labor line item in the amount of \$200.00 and Increase the Vehicle Parts line item in the amount of \$238.43.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission the following budget amendment for the 2015/2016 Maury County Sheriff's Department is approved:

INCREASE: 101-49700 Insurance Recovery	\$438.43
INCREASE: 101-54110-338 Vehicle Labor	\$200.00
INCREASE: 101-54110-453 Vehicle Parts	\$238.43

This the 21st day of September, 2015.

CHARLES R. NORMAN,
County Mayor

RESOLUTION NO. 09-15-21

**RESOLUTION AMENDING 2015/2016 SHERIFF DEPARTMENT
BUDGET REGARDING INSURANCE RECOVERY**

WHEREAS, the Maury County Sheriff Department recently received insurance proceeds in the amount of \$1,184.00 for water damage to electrical locks at the jail caused by a roof lead; and,

WHEREAS, it is desirable to amend the fiscal year 2015/2016 Maury County Sheriff Department Budget to *Increase* the Insurance Recovery line item by \$1,184.00, to *Increase* the Building Maintenance & Repair line item in the amount of \$1,184.00.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission the following budget amendment for the 2015/2016 Maury County Sheriff’s department is approved:

INCREASE: 101-49700 Insurance Recovery	\$1,184.00
INCREASE: 101-54210-335 Building Maintenance and repair	\$1,184.00

This the 21st day of September, 2015.

CHARLES R. NORMAN,
County Mayor

RESOLUTION NO. 09-15-22

**RESOLUTION APPROVING BULLET PROOF VEST GRANT FOR
SHERIFF'S DEPARTMENT**

WHEREAS, the Maury County Sheriff's Department is eligible and may accept funds for the purchase of eight (8) new sets of body armor (bullet proof vests); and

WHEREAS, the total cost of the bullet proof vests will be \$4,071.12 with the county providing matching funds in the amount of \$2,035.56; and

WHEREAS, the matching funds are already included in the Sheriff Department Budget.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the Bullet Proof Vest Replacement Grant in the amount of \$4,071.12 is accepted with the County providing matching funds from the Sheriff's Department budget in the amount of \$2,035.56.

BE IT FURTHER RESOLOVED by the Maury County Commission that budget accounts shall be adjusted for this grant:

Increase: 101-54710-451-14066	Public Safety (BPV) grant program	\$ 4,071.12
Increase: 101-47250-14066	Law Enforcement (BPV) grant	\$ 2,035.56
Decrease: 101-54110-451	Sheriff Budget – Uniforms	\$ 2,035.56

This the 21st day of September, 2015.

CHARLES R. NORMAN,
County Mayor

RESOLUTION NO. 09-15-24

RESOLUTION AMENDING 2015/2016 HIGHWAY FUND BUDGET

WHEREAS, the Highway Department had a paving project approved in the 2014/2015 budget in the amount of \$90,368.07;

WHEREAS, the vendor backed out of the project and the project was reissued in the amount of \$83,239.76 at a savings of \$7,128.31 but the project will be funded and completed in the current fiscal year and will require a budget amendment to the fiscal year 2015/2016 Highway Fund Budget to transfer these funds to the appropriate budget line items.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission the following budget amendment for the Highway Fund Budget is approved:

DECREASE	131-39000 Operating fund balance	\$ 83,239.76
INCREASE	131-62000-402 Asphalt	\$ 83,239.76

This the 21st day of September, 2015.

CHARLES R. NORMAN,
County Mayor

RESOLUTION NO. 09-15-25

RESOLUTION AMENDING 2015/2016 HIGHWAY FUND BUDGET

WHEREAS, the Highway Department has numerous road projects and improvements in the county as well as oil and chip projects and striping projects that are needed in the county;

WHEREAS, to accomplish these projects the Highway Department will combine with funds in the operating budget to complete a total paving project in the amount of \$1,916,414.00, oil and chip projects in the amount \$1,721,402.00 and striping projects in the amount of \$119,520.00.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission the following budget amendment for the Highway Fund Budget is approved:

DECREASE 131-39000	Operating fund balance	\$ 2,000,000.00
INCREASE 131-91200-799	Other Capital Outlay	\$ 2,000,000.00
DECREASE 176-39000	Wheel tax fund balance	\$ 432,229.00
INCREASE 176-91200-799	Other Capital Outlay	\$ 432,229.00

This the 21st day of September, 2015.

CHARLES R. NORMAN,
County Mayor

**RESOLUTION AMENDING 2015-2016 SCHOOL
GENERAL PURPOSE BUDGET**

WHEREAS, it is desirable to amend the 2015-2016 School General Purpose budget as shown on the attached budget amendments.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission, that the 2015-2016 School General Purpose budget is amended as shown on the attached budget amendments.

This the 21st day of September, 2015.

CHARLES R. NORMAN,
County Mayor

**RESOLUTION PERMITTING BOARD OF EDUCATION TO BORROW
UP TO TWO MILLION DOLLARS FROM THE COUNTY DEBT
SERVICE FUND**

WHEREAS, the Maury County Board of Education will need to temporarily borrow funds during the 2015-2016 fiscal year; and

WHEREAS, up to Two Million Dollars for this purpose should be approved from the debt service fund, and if additional funds are needed from the school fund balance.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the Maury County Board of Education is authorized to borrow up to Two million dollars from the debt service fund without interest, provided that all borrowed funds be repaid before the end of this fiscal year.

BE IT FURTHER RESOLVED that county and school officials are authorized to execute any necessary documents related to this borrowing.

This the 21st day of September, 2015.

CHARLES R. NORMAN,
County Mayor

RESOLUTION APPROVING EXPENDITURE OF FUNDS TO RESOLVE VIOLATIONS OF THE MAURY COUNTY HEALTH AND SAFETY RESOLUTION ON MAP 164 PARCEL 7.14 IN MAURY COUNTY, TENNESSEE

WHEREAS, Deutsche Bank National Trust Company, as Trustee for Saxon Asset Securities Trust 2006-2 Mortgage Loan Asset Backed Certificates, Series 2006-2 (Bank) is the owner of real property located at Map 164, Parcel 7.14 in Maury County, Tennessee;

WHEREAS, Bank has been notified of violations of the Maury County Health and Safety Resolution No. 01-06-29 in accordance with said resolution;

WHEREAS, the cost of the remedying the violations which include 1.) overgrown grass & vegetation, 2.) accumulation of debris, trash, litter and/or garbage 3.) removing a dilapidated building or structure are in the amount of One Hundred Fifty (\$150.00) dollars and should be assessed to the property in accordance with the resolution and in accordance with State law.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the cost of the remedying the Health and Safety Resolution violations on the property located on Tax Map 164, Parcel 7.14 in the amount of One Hundred Fifty (\$150.00) dollars should be assessed to the property in accordance with the resolution and in accordance with State law;

BE IT FURTHER RESOLVED by the Maury County Commission that the Building and Zoning Budget should be amended to include the cost of the remedying the violations as follows:

Decrease 101-39000	Fund Balance	\$150.00
Increase 101-51710-399	Other Contracted Services	\$150.00

This the 21st day of September, 2015.

CHARLES R. NORMAN,
County Mayor

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING
BETWEEN THE MAURY COUNTY HEALTH DEPARTMENT AND
MAURY REGIONAL MEDICAL CENTER REGARDING
BREASTFEEDING PEER COUNSELOR PROGRAM**

WHEREAS, Maury County Health Department and the Maury Regional Medical Center have agreed to partner in a Breastfeeding Peer Counselor program with the goal to improve breastfeeding initiation and duration rates among WIC participants and WIC eligible mother who deliver their infants at the Maury Regional Medical Center;

WHEREAS, the Maury County Health Department and the Maury Regional Medical Center each have their own responsibilities regarding the program which have been outlined in the attached Memorandum of Understanding which should be approved to memorialize this arrangement.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the attached Memorandum of Understanding between the Maury County Health Department and the Maury Regional Medical Center have is approved and the Maury County Health Department Director is authorized to execute on behalf of Maury County, Tennessee.

This the 21st day of September, 2015.

CHARLES R. NORMAN,
County Mayor

MOU for Breastfeeding Peer Counselor Program with Maury County Health Department and the Maury Regional Medical Center

GOAL:

The purpose of the Memorandum of Understanding (MOU) is to begin a partnership between the Maury County Government, Health Department (hereafter "Health Department") and the Maury Regional Medical Center (hereafter "Hospital") in Columbia, Tennessee. The goal is to improve breastfeeding initiation and duration rates among WIC participants and WIC eligible mothers who deliver their infants at the hospital through providing WIC Breastfeeding Peer Counselors (BPC).

Terms of Agreement:

Health Department agrees to provide the following personnel and services for WIC participants and WIC eligible participants at the Hospital.

1. A Breastfeeding Peer Counselor (BPC) who has been trained through the WIC Breastfeeding Peer Counselor Program will provide basic breastfeeding education, support, and referrals for WIC participants and WIC eligible mothers during rounds at the Hospital.
2. The BPC will be screened by the Hospital volunteer office to ensure that she meets all the requirements necessary to provide patient care in the Hospital, and will comply with all the guidelines provided by the volunteer office.
3. An International Board Certified Lactation Consultant (IBCLC) or breastfeeding expert from the Hospital will provide additional training on working in the Hospital, and will mentor the BPC until she is competent to conduct rounds independently.
4. The Health Department will designate a liaison to provide technical assistance and to mediate any concerns that may arise.
5. Scope of work for the BPC in the Hospital includes providing encouragement and support, and basic education on:
 - Reasons to breastfeed
 - Overcoming barriers to breastfeeding
 - Colostrum quality and benefits
 - Normal course of breastfeeding
 - Positioning and latch
 - Skin to skin and its benefits
 - Maintaining adequate milk supply
 - Normal infant output
 - Preventing common problems
 - Anticipatory guidance to prepare for post-discharge needs
 - Resources for breastfeeding support
6. Duties of the BPC are to:
 - Check in with the hospital nurse or lactation consultant.
 - Make rounds with all WIC and WIC eligible mothers to assess their interest in breastfeeding and to provide basic assistance.
 - Observe a feeding within accordance with hospital policy to check positioning and latch.
 - Report any breastfeeding concerns that are beyond the BPC scope of practice to the charge nurse or lactation consultant, and the WIC designated breastfeeding expert.

- Keep accurate records for all contacts and submit them in a timely manner to the WIC Supervisor and the charge nurse following agreed upon procedures.
- Give breastfeeding literature provided by the WIC Program.
- Refer to the WIC Office for follow up with the WIC designated breastfeeding expert to arrange for an electric breast pump, if necessary.
- Arrange for follow up contacts after discharge if agreeable to the mother.

7. Role of Hospital:

- Designate a contact person to whom the BPC will report, at the Hospital.
- Facilitate rounds in conjunction with the Health Department.
- Provide the BPC with referrals of breastfeeding mothers under their care who demonstrate a need for breastfeeding support.
- Provide the BPC with space to store breastfeeding education materials.
- Work with the Health Department liaison to report any concerns, and to regularly communicate progress of the services being provided.
- May require a Hospital orientation for the BPC through the volunteer program.

Acknowledgment of Agreement:

The term of the MOU is from _____ (date) to _____ (date), unless sooner terminated pursuant to the terms of this agreement. This MOU is of no force or effect until signed by both the Hospital and the Health Department.

Maury Regional Medical Center
1224 Trotwood Avenue
Columbia, TN

Maury County Health Department
1909 Hampshire Pike
Columbia, TN

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Adapted from Loving Support Through Peer Counseling: A Journey Together – For WIC Mothers

Exhibit A to Memo of Understanding for Breastfeeding Peer Counselor Program with
Maury County Health Department and Maury Regional Medical Center

- **Legal Name.** Maury Regional Hospital d/b/a Maury Regional Medical Center
- **Regulatory Compliance.** The parties acknowledge their intent that this contract, and all services performed hereunder, shall be in compliance with all applicable federal and state regulatory standards, all Joint Commission and CMS standards, all Hospital policies and procedures and any other agency regulatory standards or those promulgated or required by third-party payors, whether currently existing or created during the term of the agreement. Without limiting the foregoing, the parties agree that each will comply with the provisions of Title VI of the Civil Rights Act of 1964, and specifically, that each party hereto agrees not to discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in administration of its policies, programs, employment, services or activities.
- **Record Retention.** To the extent applicable, the parties agree to maintain records relative to services performed under this agreement in sufficient detail to provide for verification by Medicare or other payors. If required, the parties agree to comply with the access to books, documents and records of subcontractors provisions of Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499), and 42 C.F.R., Part 420, Subpart (D), Section 420.300, et seq. In accordance with these provisions, the parties will, upon proper written request made in conformance with 42 C.F.R. 420.304, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to the parties books, documents and records (as defined in 42 C.F. R., Part 4240, as amended), which shall be deemed by the parties to supersede this provision and be made a part of this Agreement by reference.
- **Governing Law and Jurisdiction.** The agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Maury County, Tennessee; agrees that venue for any such action shall lie exclusively in such courts; and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with the Agreement or the relationships amount the parties hereto. If any legal action is brought by either party against the other regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and expenses.
- **Certification of Eligibility.** Each party represents and warrants to the other party that: i) the representing party is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320 a-7b(f) (the "Federal health care programs"); ii) the representing party has not been convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in

the Federal health care programs, and iii) the representing party is not under investigation or otherwise aware of any circumstances which may result in the representing party being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of the agreement and each party shall immediately notify the other party of any change in the status of the representation and warranty set forth in this section (including any threatened, proposed or actual exclusion of such party or any similar action against any of its employees or contractors). In the event a party (or any of its employees or contractors) becomes excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, that party shall be considered in default of the agreement, and the other party may immediately terminate this Agreement for cause and without penalty (including liquidated damages, if any).

- **Conflict of Interest.** Hospital is a 501(c) (3) charitable organization which must engage primarily in activities that accomplish one or more of its tax exempt purposes in order to retain its tax exempt status. To this end, each party certifies that 1) it has not received and/or given anything of value in exchange for entering into this agreement (other than that which has been fully disclosed herein), and 2) it has no knowledge of any real or apparent conflict of interest which will/may result from performance under this Agreement.

- **Certification of Competency of Personnel.** The parties acknowledge that all personnel of Maury County Government providing services to patients of Hospital must have the appropriate licensure, certification, registration, training and competency necessary to provide the service and, further, shall comply with all Joint Commission standards. To this end, upon request, Maury County Government will provide to Hospital within 24hrs of request, appropriate evidence of licensure, certification, registration, training and competency such that Hospital can verify same. The obligations imposed upon the parties hereto pursuant to this paragraph shall be ongoing, for the entire contract term. Maury County Government shall immediately notify Hospital of any change in licensure, certification, registration, training or competency of its personnel providing care to Hospital patients.

- **Confidentiality of Proprietary Information.** Maury County Government (including its employees, independent contractors and agents”) agrees to hold in strict confidence and in a fiduciary capacity for the benefit of Hospital all Proprietary and/or Confidential Information of Hospital obtained during the term of this agreement and for three (3) years after the termination of this Agreement for any reason. For the term of this Agreement and for three (3) years thereafter, Maury County Government shall not use such Proprietary and/or Confidential Information or disclose the same to others, except to the extent that such Proprietary and/or Confidential Information is 1) published, 2) is a matter of public record, 3) is required to be disclosed to governmental or health care agencies, or 4) is otherwise expressly authorized in writing by Hospital to be disclosed.
 - a) Definition of "Proprietary Information". The term "Proprietary Information" of Hospital shall mean Hospital information, without regard to form, including, but not limited to, procedures, information relating to Hospital business plans, litigation, marketing techniques, financial statements and projections, patient lists, distributor lists, price lists, training manuals, contracts, agreements,

specialized computer software, billing information, personnel information and other information concerning the financial affairs, future plans and management of Hospital, which is not commonly known by or available to the public and which information: (1) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) Definition of "Confidential Information". The term "Confidential Information" of Hospital shall mean all information regarding Hospital, its activities, its business or its patients or employees that is not generally known to persons not employed by such party but that does not rise to the level of "Proprietary Information" and that is not generally disclosed by Hospital to persons not employed by Hospital. This definition shall not limit any definition of "confidential information" or any equivalent term under state or federal law.

- **Insurance.** Maury County Government shall maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of commercial general liability insurance and professional liability insurance written with a company rated at least A-VIII by AM Best, or as otherwise accepted in writing by Hospital, covering it and WIC Agency employees, agents, servants and independent contractors providing services under this Agreement, each having a combined single limit of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of Maury County Government obligations under this Agreement. Such policy shall provide for defense costs outside policy limits and shall not exclude punitive damages. Maury County Government shall also maintain workers' compensation insurance on its employees throughout the term of this Agreement to the extent required by law. Maury County Government will provide Hospital with certificates evidencing said insurance prior to performing services under this Agreement, and no less than annually thereafter. Maury County Government shall state on Certificate of Insurance that Maury County Government employees are insured under Maury County Government policies while acting within the scope of their duties. If such coverage is provided on a "claims made" basis, such insurance shall continue throughout the term of this Agreement; and upon the termination of this Agreement, or the expiration or cancellation of the insurance, Maury County Government shall purchase or arrange for the purchase of, either an unlimited reporting endorsement ("Tail" Coverage), or "Prior Acts" coverage from the subsequent insurer, with a retroactive date on or prior to the Commencement Date of this Agreement. Should any of the required policies be cancelled or materially changed, Maury County Government agrees to provide at least 30 days written notice to Hospital, except in the event of cancellation for non-payment of premium, in which case seven (7) days' notice will be provided.
- **Confidentiality of Patient Information.** Maury County Government understands and agrees that it will keep all information concerning Hospital patients ("Patient Information") strictly confidential and will abide by all applicable state, federal and local laws, rules and regulations concerning the confidentiality of patient information. Maury County Government further acknowledges and agrees to execute amendments to this Agreement as may be required by law or regulation, including, but not limited to the HIPAA regulations (45 CFR 160 et seq.). Accordingly, Maury County Government

agrees that it will (i) not use or further disclose Patient Information other than as permitted or required by this Agreement or as required by law, (ii) use appropriate safeguards to prevent use or disclosure of Patient Information other than as provided for by this Agreement, (iii) report any use or disclosure of Patient Information not provided for by this Agreement of which it becomes aware, (iv) ensure Maury County Government agents and subcontractors agree to these same provisions, (v) make Patient Information available to the individual who is the subject of the Patient Information upon her or his request, (vi) incorporate any amendments as legislatively required, (vii) provide an accounting of disclosures made upon an individual's request, and (viii) make its internal practices, books and records relating to the use and disclosure of Patient Information available to the Secretary of Health and Human Services as required by HIPAA. Further, Maury County Government acknowledges and agrees that a breach of this Section may result in the termination of this Agreement.

- **Drug Testing.** Maury County Government shall cause all personnel assigned to Hospital to complete drug tests using a urine specimen ("Drug Test"). The drug test shall be a 5-panel drug test and is to be completed prior to personnel providing services under this agreement. Drug Test shall include screening for marijuana, opiates, amphetamines, cocaine and other drugs not prescribed for current personal treatment by a licensed physician with a valid Drug Enforcement Administration ("DEA") license.
- **Criminal Background Check.** Maury County Government agrees to require all of its personnel who perform, or are expected to perform, daily services at Hospital to submit to a criminal background investigation, the scope and extent of which will be determined by Hospital. The background check is to be completed prior to personnel providing services under this agreement. The scope of the investigation is to include US Criminal Indicator Search, FACIS (Search of the sanction information as taken by the OIG, the GSA and other federal agencies) and Abuse Registry and Sex Offender Registry. The scope of the investigation may be changed by Hospital at its discretion upon prompt written notice to Maury County Government. The investigation will be performed by Maury County Government, or a subcontractor retained by Maury County Government, and will be performed in accordance with state and federal law. Maury County Government shall have personnel sign an appropriate waiver, release and permission document to allow the investigation to be performed. It is understood that failure to perform the investigation in order to determine whether personnel of Maury County Government should be assigned to Hospital shall be considered a breach of this agreement.
- **TLEA Compliance.** Maury County Government assumes all responsibility for, and shall provide verification of compliance with the Tennessee Lawful Employment Act ("TLEA") and the Tennessee Illegal Alien Employment Act ("TIAEA") with respect to all personnel provided under this Agreement. Requisite TLEA documentation, or "E-Verify" verification (whichever is selected by WIC Agency), must be obtained by Maury County Government on each personnel prior to that person providing services to Hospital under this Agreement. Maury County Government will defend and hold Hospital harmless for any violation of the TLEA or TIAEA with respect to any personnel assigned under this Agreement.
- **Other.** Maury County Government agrees to coordinate and complete New Contract Staff Information Checklist (Exhibit A) with Hospital prior to personnel providing

services to the Hospital under this Agreement, and annually thereafter complete attached Contract Staff Annual Checklist (Exhibit B).

- **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.
- **Indemnification.** Maury County Government or any of its subsidiaries shall indemnify, save, and hold harmless Hospital its trustees, officers, employees and agents from and against any and all judgments, damages, costs and expenses, including reasonable attorney's fees, paid or incurred by Hospital to the extent arising out of any claim, action or proceeding for the negligent acts or omissions of Maury County Government.

Hospital shall indemnify, save, and hold harmless Maury County Government its employees and agents from and against any and all judgments, damages, costs and expenses, including reasonable attorney's fees, paid or incurred by WIC Agency from any claim, action or proceeding for the negligent acts or omissions of Hospital.

- **Termination.** Either party may terminate this Agreement at any time by providing thirty
- (30) days written notice to the other party.

_____ Date _____
Elizabeth M. Himes, Adm. Director Women & Children

_____ Date _____
Elizabeth Cook,

Exhibit B.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), dated _____, is entered into by and between Maury County Government ("Business Associate") and Maury Regional Hospital and Affiliates (the "Covered Entity") (each a "Party" and collectively the "Parties"), and is made a part of that certain service agreement or service agreements between the parties (the "Service Agreement") pursuant to which Business Associate provides a service or services to Covered Entity that involves the creation, receipt, maintenance or transmission of Covered Entity's Protected Health Information ("PHI").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS:

- A. Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009, as codified at 42 U.S.C. § 17901 *et seq.* ("HITECH Act"), and any current and future regulations promulgated under HIPAA or the HITECH Act (HIPAA, HITECH Act and any current and future regulations promulgated under either are referred to as the "Regulations").
- B. *Protected Health Information or PHI.* "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 CFR § 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity, including but not limited to electronic PHI.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE:

- A. Business Associate may use and disclose PHI as permitted by this Agreement or as required by law. Specifically, Business Associate may 1) use and disclose PHI to perform its obligations as set forth in the Service Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity; (2) use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities; (3) disclose PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities, if such disclosure is required by law or if Business Associate obtains reasonable assurances from the recipient that the recipient will keep the PHI confidential, use or further disclose the PHI only as required by law or for the purpose for which it was disclosed to the recipient, and notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; (4) use PHI to provide data aggregation services relating to the health care operations of Covered Entity; (5) use or disclose PHI to report violations of the law to law enforcement; (6) use PHI to create de-identified information consistent with the standards set forth at 45 CFR §164.514; and (7) use PHI to create a limited data set consistent with

the standards set forth at 45 CFR § 164.514. Business Associate will not sell PHI or use or disclose PHI for purposes of marketing, except as otherwise permitted by the Regulations.

- B. Business Associate will limit its uses and disclosures of, and requests for, PHI (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

- A. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Service Agreement, this Agreement, or as required by law. Business Associate will comply with the provisions of this Agreement related to privacy and security of PHI and the Regulations, as they may be modified from time to time, and that are applicable to Covered Entity or Business Associate. To the extent that Business Associate performs any of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.
- B. Business Associate agrees to use appropriate administrative, physical, and technical safeguards and comply with the Security Rule with respect to electronic PHI, to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
- C. Business Associate shall ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to comply with the same restrictions, conditions, and requirements that apply through this Agreement or otherwise to Business Associate with respect to such information. Business Associate shall enter into written agreements with any subcontractors, and the terms of such agreements shall incorporate the applicable requirements of, and otherwise comply with, the Regulations.
- D. Upon reasonable notice and prior written request, to make available during normal business hours at Business Associate's offices all records, books, and internal practices relating to the use or disclosure of PHI to the Secretary, in a time and manner designated by the Secretary, for purposes of determining the Covered Entity's compliance with the Regulations, subject to attorney-client and other applicable legal privileges.
- E. Business Associate will provide documentation regarding any disclosures by Business Associate that would be required for an accounting of disclosures to an Individual under 45 CFR § 164.528 and the HITECH Act, within a reasonable amount of time of receipt of a request from Covered Entity. The Parties agree and acknowledge that it is Covered Entity's responsibility to respond to all such requests. Any request under § 164.528 from an Individual made directly to Business Associate will be referred to Covered Entity.
- F. To the extent Business Associate maintains PHI in a Designated Record Set that is in its possession and control, Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of 45 C.F.R. § 164.526. The Parties agree and acknowledge that it is

Covered Entity's responsibility to respond to all requests for amendments. Any request under § 164.526 from an Individual made directly to Business Associate will be referred to Covered Entity.

- G. To the extent Business Associate maintains PHI in a Designated Record Set that is in its possession and control, Business Associate agrees to make PHI available to the extent and in the manner required by 45 C.F.R. § 164.524. The Parties agree and acknowledge that it is Covered Entity's responsibility to respond to all such requests. Any request under § 164.524 from an Individual made directly to Business Associate will be referred to Covered Entity.
- H. Business Associate agrees to notify the designated Privacy Official of the Covered Entity of any use or disclosure of PHI by Business Associate not permitted by this Agreement of which Business Associate becomes aware or any Security Incident involving electronic PHI (but excluding Unsuccessful Security Incidents as defined hereinafter) of which it becomes aware. "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI.
- I. Business Associate agrees to notify the designated Privacy Official of Covered Entity of any Breach of Unsecured Protected Health Information as required by the Regulations without unreasonable delay, and in no case later than sixty (60) calendar days after discovery, unless delayed by law enforcement. The Parties acknowledge and agree that it is Covered Entity's responsibility to ensure that Individuals affected by the Breach are notified in accordance with the requirements in the Regulations. Business Associate shall identify each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired or disclosed as a result of the Breach, and to provide such information to the Covered Entity as is necessary to meet the breach notification requirements under the Regulations.

IV. TERM AND TERMINATION:

- A. Term. This Agreement shall become effective on the date of execution of a Service Agreement, and shall terminate upon the later of the termination or expiration of all Service Agreement(s) or when all PHI is destroyed or returned to Covered Entity. Notwithstanding the foregoing, obligations imposed on either party pursuant to the HITECH Act must be complied with only when the particular provisions referenced become effective or compliance becomes required, whichever is later.
- B. Termination for Cause. Either Party may immediately terminate this Agreement and the Service Agreement(s) if such Party makes the determination that the other Party has breached a material term of this Agreement. Alternatively, the terminating Party may choose to provide the other Party with thirty (30) days written notice of the existence of an alleged material breach and an opportunity to cure the breach.

C. Effect of Termination.

1. Upon termination or expiration of this Agreement, Business Associate agrees to return to Covered Entity or destroy all PHI in the possession of Business Associate and/or in the possession of any subcontractor or agent of Business Associate and to retain no copies of the PHI.
2. In the event that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the PHI.

V. **COVERED ENTITY OBLIGATIONS:**

A. With regard to the use or disclosure of PHI by Business Associate, Covered Entity agrees:

1. To notify Business Associate of any limitation(s) in or changes to its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) or changes may affect Business Associate's use or disclosure of PHI.
2. To notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such information may affect Business Associate's use or disclosure of PHI.
3. To notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 or Section 17935(a) of the HITECH Act, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
4. To obtain any authorization or permission that may be required by the Regulations or applicable state laws or regulations, if any, prior to furnishing to Business Associate PHI pertaining to an Individual.

B. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Regulations if done by Covered Entity.

VI. **USE OF DATA FOR PROGRAM EVALUATION AND REPORTING:**

Notwithstanding anything herein to the contrary, during the term of this Agreement, and upon termination of a Service Agreement for any reason, Business Associate may extract and retain as a data set certain patient information and/or other data provided to Business Associate hereunder, for use by Business Associate for program evaluation and reporting as described in the Service Agreement(s) and related subcontracts. Business Associate may aggregate and/or de-identify such information and/or create limited data sets for use in evaluation and for publication or presentation of patient care quality improvement practices and outcomes. The

Parties understand and agree that such aggregated or de-identified data is no longer PHI subject to the provisions of HIPAA, and agree that Business Associate may retain such limited data sets indefinitely thereafter. Business Associate agrees that it will comply with all terms of this Agreement with respect to the limited data sets and that it shall not re-identify or attempt to re-identify the information contained in the limited data set, nor contact any of the individuals whose information is contained in the limited data set.

VII. MISCELLANEOUS:

- A. Amendments. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. The parties agree to take such action to amend this Agreement from time to time as is necessary to achieve and maintain compliance with the requirements of the Regulations.
- B. Survival. The respective rights and obligations of Business Associate and Covered Entity set forth in Sections IV.C shall survive termination of this Agreement.
- C. Regulatory References. Any reference herein to a federal regulatory section within the Code of Federal Regulations shall be a reference to such section as it may be subsequently updated, amended or modified.
- D. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with HIPAA. Furthermore, in case of any conflict between the terms and conditions of this Agreement and the Service Agreement, the terms and conditions of this Agreement shall prevail.
- E. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, or their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- F. Assignment. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- G. Independent Contractors. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.
- H. Governing Law. This Agreement will be governed by the laws of the State of Tennessee.

- I. Non-Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- J. Headings. The section headings contained in this Agreement are for reference purposes only and will not affect the meaning of this Agreement.
- K. Notices. Any notices hereunder shall be in writing and addressed as follows:

If to the Business Associate:

Attention: Privacy Official

If to Covered Entity:

Maury Regional Hospital and Affiliates
1224 Trotwood Avenue
Columbia, TN 38401

Attention: Charles Fletcher, Chief Compliance Officer

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by its duly authorized representative.

FOR BUSINESS ASSOCIATE

By: Elizabeth Cook

Name: Elizabeth Cook

Title: Public Health County Dir. 3
Maury County Health Department

Date _____

FOR COVERED ENTITY

Kim Edwards

Name: Kim Edwards

Title: Director of Compliance

RESOLUTION NO. 09-15-31

RESOLUTION APPROVING A THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLAR HOME GRANT FROM THE TENNESSEE HOUSING DEVELOPMENT AGENCY

WHEREAS, Maury County approved a Three Hundred Seventy-Five Thousand dollar (\$375,000.00) HOME grant from the Tennessee Housing Development Agency pursuant to Resolution 02-15-37; and

WHEREAS, the grant will be administered through the South Central Tennessee Development District;

WHEREAS, the attached program policies and procedures of The Tennessee Housing and Development Agency should be adopted by the County.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the attached policies and procedures of the Tennessee Housing and Development Agency for the Home Grant are hereby adopted.

This the 21st day of September, 2015.

CHARLES R. NORMAN,
County Mayor

HOME PROGRAM POLICIES AND PROCEDURES FOR

2014 Maury County HOME Program

1. PURPOSE

This program will make available financial and/or technical assistance for the rehabilitation of eligible, substandard, owner occupied housing units located in the community. Rehabilitation work will correct deficiencies in the eligible homes and make them safe, sound, and sanitary.

2. AUTHORITY

The legal authority of this program comes from the working agreement with Tennessee Housing Development Agency, Public Law 101-625 (National Affordable Housing Act of 1990), as well as State and local laws.

3. PROGRAM RESOURCES

The source of funds for the undertaking of these activities is a grant in the amount of \$ 375,000 which Maury County has been awarded by Tennessee Housing Development Agency (THDA) through the U.S. Department of Housing and Urban Development Home Investment Partnership Act.

4. APPLICABLE LAWS

- A. The local governing bodies, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.
1. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128 and 24 CFR 92.358).
 2. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)(42 U.S.C. 4201-4655), 49 CFR Part 24, and 24 CFR 92.353)
 3. Debarment and Suspension provisions as required by 24 CFR Part 24 and 24 CFR 92.357.
 4. National Environment Policy Act of 1969 (NEPA), 24 CFR Parts 50 and 58, and 24 CFR 92.352.
 5. Equal Opportunity Provisions and Fair Housing, 24 CFR 92.350.
 6. Affirmative Marketing, 24 CFR 92.351.

7. Lead-based Paint Poisoning Prevention Act, 24 CFR 92.355.
8. Conflict of Interest Provisions, 24 CFR 85.36 or 24 CFR 84.42, as applicable, and 24 CFR 92.356.
9. Davis-Bacon Act and Contract Work Hours and Safety Standards Act, and 24 CFR 92.354.
10. Intergovernmental Review of Federal Programs, Executive Order 12372 and 24 CFR 92.359.
11. Drug-Free Workplace, 24 CFR part 24, subpart F.
12. Standard Equal Opportunity Construction Contract Specifications.
13. Certification of Non-segregated Facilities for Contracts Over \$10,000.
14. Title VI of Civil Rights Act of 1964 Provisions.
15. Section 109 of Housing and Community Development Act of 1974 Provisions.
16. Section 3 Compliance Provisions.
17. Age Discrimination Act of 1975 Provisions.
18. Section 504 Affirmative Action for Handicapped Provisions.
19. And any other Federal requirements as set forth in 24 CFR Part 92, HOME Investment Partnerships Program

<h2 style="margin: 0;">5. DRUG-FREE WORKPLACE</h2>
--

- A. The Maury County (HOME Grantee) will or will continue to provide a drug-free workplace by
1. Notifying employees in writing that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the action that will be taken against employees for violation of such prohibition.
 2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Grantee's policy of maintaining a drug-free workplace;
 - c. Any drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- B. Providing each employee engaged in the performance of the HOME contract a copy of the notification required in paragraph A(1) above;

- C. The written notification required in paragraph A (1) above will advise the employee that, as a condition of employment under the HOME grant, the employee will:
1. Abide by the terms of the notification; and
 2. Notify the employers in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- D. Notifying the State in writing, within ten (10) calendar days after receiving notice under D(2) above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal Agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- E. Taking one of the following actions, within thirty (30) calendar days of receiving notice under D(2) above, with respect to any employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee 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;
 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs A, B, C, D, E and F above.

<p>6. CONFLICT OF INTEREST</p>

- A. No person listed in paragraph B may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

- B. **PERSONS COVERED** – Immediate family members of any local elected official or of any employee or board member of a non-profit agency are ineligible to receive benefits through the HOME program. “Immediate family member” means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

In addition, the conflict of interest provisions as apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of THDA, the local community or the non-profit agency (including CHDOs) receiving HOME funds, and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position to participate in a decision-making process or gain inside information with regard to these activities.

- 12.4 **APPEARANCE OF A CONFLICT OF INTEREST** - Grantees must also make every effort to avoid the appearance of favoritism in the eligibility determination process. In those cases where the applicant is otherwise eligible, but there exists the appearance of a conflict of interest or the

appearance of favoritism, the Grantee must complete *HO-4A (Determination of a Conflict of Interest)* and submit written documentation to THDA that the following procedures have been observed:

1. The Grantee must publish an announcement in the local newspaper concerning the potential for a conflict of interest and request citizen comments.
2. The Grantee's attorney must render an opinion as to whether or not a conflict of interest exists and that no state or local laws will be violated should the applicant receive HOME assistance.
3. The Grantee's elected body must pass a resolution approving the applicant.

7 APPLICANT ELIGIBILITY

A. APPLICANT ELIGIBILITY CRITERIA: The following criteria must be satisfied by all applicants in order to become eligible for a rehabilitation grant:

1. The applicant must be low or very low income as defined by Section 8 income requirements, i.e., below 80% of area median income.
2. The applicant must have been the resident of the property to be rehabilitated for a period of not less than one year and must occupy the property as his or her principle residence.
3. The applicant's ownership must be in the form of:
 - a. fee simple title; or
 - b. a 99-year leasehold; or
 - c. a life estate. The person with the life estate must have the right to live in the housing for the remainder of his or her life and not pay rent, must be low income, and must occupy the housing as his or her principal residence; or
 - d. inherited property with multiple owners not all residing in the housing. The owner-occupant must be low income, must occupy the house as his or her principal residence, and must pay all the costs associated with ownership and maintenance of the housing.
4. The title must not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest.
5. The applicant must voluntarily apply for assistance.

6. Applicants who have received THDA HOME grant assistance in the past are not eligible.

8 INCOME ELIGIBILITY

A. ANNUAL INCOME (GROSS INCOME) - The State's HOME program uses the income definitions of the Section 8 program to determine the annual income (gross income) used to classify a *household* for purposes of eligibility. Annual income means all amounts, monetary or not, which:

1. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member;

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date. In other words, it is the household's *future or expected* ability to pay rather than its past earnings that is used to determine program eligibility. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period; and
3. Which are not specifically excluded in paragraph 6.8 (Income Exclusions) below.
4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
5. **MONTHLY GROSS INCOME** - Monthly gross income is Annual Gross Income divided by 12 months.

B. ASSETS - In general terms, an asset is a cash or non-cash item that can be converted to cash. There is no asset limitation for participation in the HOME program. Income from assets is, however, recognized as part of Annual Gross Income. Assets have both a market value and a cash value.

1. **MARKET VALUE** - The market value of an asset is simply its dollar value on the open market. For example, a stock's market value is the price quoted on a stock exchange on a particular day, and a property's market value is the amount it would sell for on the open market. This may be determined by comparing the property with similar, recently sold properties.
2. **CASH VALUE** - The cash value of an asset is the market value less reasonable expenses required to convert the asset to cash, including:
 - a. Penalties or fees for converting financial holdings. Any penalties, fees, or transaction charges levied when an asset is converted to cash are deducted from the market value to determine its cash value (e.g., penalties charged for premature withdrawal of a certificate of deposit, the transaction fee for converting mutual funds, or broker fees for converting stocks to cash); and/or
 - b. Costs for selling real property. Settlement costs, real estate transaction fees, payment of mortgages/liens against the property, and any legal fees associated with the sale of real property are deducted from the market value to determine equity in the real estate.
 - c. Under Section 8 rules, only the cash value (rather than market value) of an item is counted as an asset.

C. INCOME FROM ASSETS - The income counted is the actual income generated by the asset (e.g., interest on a savings or checking account.) The income is counted even if the household elects not to receive it. For example, although a household may elect to reinvest the interest or dividends from an asset, the interest or dividends is still counted as income.

1. The income from assets included in Annual Gross Income is the income that is anticipated to be received during the coming 12 months.
 - a. To obtain the anticipated interest on a savings account, the current account balance can be multiplied by the current interest rate applicable to the account; or

- b. If the value of the account is not anticipated to change in the near future and interest rates have been stable, a copy of the IRS 1099 form showing past interest earned can be used.
 - c. Checking account balances (as well as savings account balances) are considered an asset. This is a recognition that some households keep assets in their checking accounts, and is not intended to count monthly income as an asset. Grantees should use the average monthly balance over a 6-month period as the cash value of the checking account.
2. When an Asset Produces Little or No Income:
- a. If the family's assets are \$5,000 or less, actual income from assets (e.g., interest on a checking account) is not counted as annual income. For example, if a family has \$600 in a non-interest bearing checking account, no actual income would be counted because the family has no actual income from assets and the total amount of all assets is less than \$5,000.
 - b. If the family's assets are greater than \$5,000, income from assets is computed as the greater of:
 - i. actual income from assets, or³
 - ii. calculate income from assets based on a passbook rate applied to the cash value of all assets. For example, if a family has \$3,000 in a non-interest bearing checking account and \$5,500 in an interest-bearing savings account, the two amounts are added together. Use the standard passbook rate to determine the annual income from assets for this family.
3. Applicants who dispose of assets for less than fair market value (i.e., value on the open market in an "arm's length" transaction) have, in essence, voluntarily reduced their ability to afford housing. Section 8 rules require, therefore, that any asset disposed of for less than fair market value during the 2 years preceding the income determination be counted as if the household still owned the asset.
- a. The value to be included as an asset is the difference between the cash value of the asset and the amount that was actually received (if any) in the disposition of the asset (less any fees associated with disposal of property, such as a brokerage fee).
 - b. Each applicant must certify whether an asset has been disposed of for less than fair market value. Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce or separation is not included in this calculation.
 - c. These procedures are followed to eliminate the need for an assets limitation and to penalize people who give away assets for the purpose of receiving assistance or paying a lower rent.

D. ASSETS INCLUDE:

- 1. Amounts in savings accounts and six month average balance for checking accounts.
- 2. Stocks, bonds, savings certificates, money market funds and other investment accounts.
- 3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and

reasonable costs (such as broker fees) that would be incurred in selling the asset. *DO NOT INCLUDE EQUITY OF PRINCIPAL RESIDENCE AS AN ASSET FOR HOMEOWNER REHABILITATION PROGRAMS.*

4. The cash value of trusts that are available to the household.
5. IRA, Keogh, and similar retirement savings accounts, even though withdrawal would result in penalty.
6. Contributions to company retirement/pension funds that can be withdrawn without retiring or terminating employment.
7. Assets which, although owned by more than one person, allow unrestricted access by the applicant.
8. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.
9. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
10. Cash value of life insurance policies.
11. Assets disposed of for less than fair market value during two years preceding certification or recertification.

E. ASSETS DO NOT INCLUDE:

1. Necessary personal property, except as noted under paragraph 6.5(9) (Assets Include) above
2. Interest in Indian Trust lands
3. Assets that are part of an active business or farming operation.

NOTE: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the applicant/tenant's main occupation.

4. Assets not accessible to the family and which provide no income to the family.
5. Vehicles especially equipped for the handicapped.
6. Equity in owner-occupied cooperatives and manufactured homes in which the family lives.

F. INCOME INCLUSIONS - The following are used to determine the annual income (gross income) of an applicant's household for purposes of eligibility:

1. The full amount, before any payroll deductions, of wages and salaries, over-time pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income for operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a

business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from net family assets or a percentage of the value of such Assets based on the current passbook saving rate, as determined by HUD.
4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except Supplemental Security Income (SSI) or Social Security).
5. Payments in lieu of earnings, such as unemployment, worker's compensation and severance pay (but see paragraph (3) under Income Exclusions).
6. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
8. All regular pay, special pay and allowances of a member of the Armed Forces. (See paragraph (8) under Income Exclusions).

G. INCOME EXCLUSIONS - The following are excluded from a household's income for purposes of determining eligibility:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family), who are unable to live alone;
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except for payments in lieu of earnings – see paragraph (5) of Income Inclusions).

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;
6. Certain increases in income of a disabled member of the family residing in HOME assisted housing or receiving HOME tenant-based rental assistance (see 6.12 (7) under Determining Whose Income to Count).
7. The full amount of student financial assistance paid directly to the student or to the educational institution;
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
9.
 - a. Amounts received under training programs funded by HUD;
 - b. Amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care etc.) which are made solely to allow participation in a specific program;
 - d. Amount received under a resident's service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner or manager on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination and serving as a member of the governing board. No resident may receive more than one such stipend during the same period of time.
 - e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded must be received under employment training programs with clearly defined goals and objectives, are excluded only for the period during which the family member participates in the employment training program.
10. Temporary, nonrecurring or sporadic income (including gifts);
11. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
12. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
13. Adoption assistance payments in excess of \$480 per adopted child;
14. For public housing only, the earnings and benefits to any family member resulting from participation in a program providing employment training and supportive services in

accordance with the Family Support Act of 1988, Section 22 of the 1937 Act, or any comparable federal, state or local law during the exclusion period.

15. Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
16. Amounts received by the family in the form of refunds or rebates under state or local law from property taxes paid on the dwelling unit.
17. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
18. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions apply.
 - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
 - b. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA; Retired Senior Volunteer Program, Foster Grandparents Program, youthful offenders incarceration alternatives, senior companions);
 - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a));
 - d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 259e);
 - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act;
 - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
 - h. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117)
 - i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
 - j. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f)).
 - k. Any earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;

- l. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other funds established pursuant to the settlement in the In Re Agent Orange product liability litigation MDL No. 381 (E.D.N.Y.)
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- n. Payments received under the Maine Indian Claims Settlement Act of 1980.

H. TIMING OF INCOME CERTIFICATIONS - All households that receive HOME assistance must be income eligible. Income must be verified before rehabilitation assistance begins.

- 1. Application processing is labor intensive. Early screening for income eligibility can eliminate excessive work in processing an ineligible applicant.
- 2. Establishing a deadline for formal eligibility determinations is a challenging part of the planning process. Generally, the HOME Program permits verification dated no earlier than 6 months prior to providing assistance
- 3. The Grantee must calculate the annual income of the household by projecting the prevailing rate of income of the family at the time the Grantee determines that the family is income eligible. The Grantee is not required to re-examine the family's income at the time the HOME assistance is committed to the household, unless more than six months has elapsed since the Grantee determined that the family qualified as income eligible. . If more than six months elapses before assistance is provided, eligibility must be re-determined.
 - a. For homeowner rehabilitation projects, the date assistance is provided is the date of the rehabilitation contract.
 - b. For homeownership programs, the income eligibility of the families is timed as follows:
 - i. In the case of a contract to purchase existing housing, it is the date of the purchase;
 - ii. In the case of a lease-purchase agreement for existing housing or for housing to be constructed, it is the date the lease-purchase agreement is signed; and
 - iii. In the case of a contract to purchase housing to be constructed, it is the date the contract is signed.

I. INCOME VERIFICATION - Grantees must verify and retain documentation of two (2) months of income information for each person in the household to determine the household's income. Under the Section 8 Program, there are three forms of verification which are acceptable: third-party, review of documents, and applicant certification.

- 1. THIRD-PARTY VERIFICATION - Under this form of verification, a third party (e.g., employer, Social Security Administration, or public assistance agency) is contacted to provide information. Although written requests and responses are generally preferred, conversations with a third party are acceptable if documented through a memorandum to the file that notes the contact person and date of the call.

- a. To conduct third-party verifications, a Grantee must obtain a written release from the household that authorizes the third party to release required information.
 - b. Third-party verifications are helpful because they provide independent verification of information and permit Grantees to determine if any changes to current circumstances are anticipated. Some third-party providers may, however, be unwilling or unable to provide the needed information in a timely manner.
2. REVIEW OF DOCUMENTS - Documents provided by the applicant (such as pay stubs, IRS returns, etc.) may be most appropriate for certain types of income and can be used as an alternative to third-party verifications. Copies of documents should be retained in project files.

Grantees should be aware that although easier to obtain than third-party verifications, a review of documents often does not provide needed information. For instance, a pay stub may not provide sufficient information about average number of hours worked, overtime, tips and bonuses.

3. APPLICANT CERTIFICATION - When no other form of verification is possible, a certification by the applicant may be used. For example, it may be necessary to use an applicant certification for an applicant whose income comes from "odd jobs" paid for in cash.

Applicant certification is the least reliable form of verification and may be subject to abuse. In some cases, the applicant certification can be supplemented by looking at the applicant's past history. The Grantee can review the previous year's income tax return to determine if the current year's income is consistent with activity for the previous year.

J. CALCULATION METHODOLOGIES - Grantees must establish methodologies that treat all households consistently and avoid confusion.

1. It is important to understand the basis on which applicants are paid (hourly, weekly or monthly, and with or without overtime). An applicant who is paid "twice a month" may actually be paid either twice a month (24 times a year) or every two weeks (26 times a year).
2. It is important to clarify whether overtime is sporadic or a predictable component of an applicant's income.
3. Annual salaries are counted as Annual Income regardless of the payment method. For instance a teacher receives an annual salary whether paid on a 9- or 12-month period.

K. DETERMINING WHOSE INCOME TO COUNT - Knowing whose income to count is as important as knowing which income to count. Under the Section 8 definition of income, the following income *is not counted*:

1. INCOME OF LIVE-IN AIDES - If a household includes a paid live-in aide (whether paid by the family or a social service program), the income of the live-in aide, regardless of its source, is not counted. (Except under unusual circumstances, a related person can never be considered a live-in aide);
2. INCOME ATTRIBUTABLE TO THE CARE OF FOSTER CHILDREN - Foster children are not counted as family members when determining family size to compare with the

Income Limits. Thus, the income a household receives for the care of foster children is not included; and

3. EARNED INCOME OF MINORS - Earned income of minors (age 18 and under) is not counted. However, unearned income attributable to a minor (e.g., child support, AFDC payments, and other benefits paid on behalf of a minor) is counted.
4. TEMPORARILY ABSENT FAMILY MEMBERS - The income of temporarily absent family members is counted in Annual Income - regardless of the amount the absent family member contributes to the household. For example, a construction worker earns \$600/week at a temporary job on the other side of the state. He keeps \$200/week for expenses and sends \$400/week home to his family. The entire \$600/week is counted in the family's income;
5. ADULT STUDENTS LIVING AWAY FROM HOME - If the adult student is counted as a member of the household in determining the Income Limit used for eligibility of the family, the student's income must be counted in the family's income. Note, however, that the \$480 limit does not apply to a student who is head of household or spouse (their full income must be counted); and
6. PERMANENTLY ABSENT FAMILY MEMBER - If a family member is permanently absent from the household (e.g., a spouse who is in a nursing home), the head of household has the choice of either counting that person as a member of the household, and including income attributable to that person as household income, or specifying that the person is no longer a member of the household.
7. PERSONS WITH DISABILITES – During the annual recertification of a family's income, increases in the income of a disabled member of qualified families residing in HOME assisted housing or receiving HOME tenant- based rental assistance is excluded. 24 CFR 5.61(a) outlines the eligible increases in income. These exclusions from annual income are of limited duration. The full amount of increase to an eligible family's annual income is excluded for the cumulative 12-month period beginning on the date the disabled family member is first employed or the family first experiences an increase in annual income attributable to the employment. During the second cumulative 12-month period, 50 percent of the increase in income is excluded. The disallowance of increased income of an individual family member who is a person with disabilities is limited to a lifetime 48-month period.

9 ELIGIBILITY REQUIREMENTS OF PROPERTY TO BE REHABILITATED

- A. DEFINITIONS** - The following are definitions of the various terms used with respect to eligibility requirements of the property to be rehabilitated.
1. DWELLING UNIT - A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
 2. SINGLE FAMILY - A housing unit consisting of living, sleeping, bathing, and food preparation designed for single-family use, although more than one family may be residing therein, if every occupant has access to all areas within the building envelope.

If 40% to 59% less	Add 50 points
If less than 39%	Add 20 points

2. NUMBER IN HOUSEHOLD

1 Person Household	5 Points
2 Person Household	10 Points
3 Person Household	20 Points
4 Person Household	25 Points
5 Person Household	30 Points
6 Person Household	35 Points
7 Person Household	40 Points
8 Person Household	45 Points

3. NUMBER OF ELDERLY 10 Points per person

For each household member at least 62 years old at the time of application

4. NUMBER OF HANDICAPPED/DISABLED 10 Points per person

Household member receiving disability benefits from Social Security, a pension program, life insurance program, or a total or partial physical impairment which renders the person unable to work. Where there exists reasonable question, a doctor's certification will be used.

5. HEAD OF HOUSEHOLD 10 Points

This is a single head of household (male or female) with children under 18, or a dependent with severe developmental disabilities or severe dementia. This does not apply to a widow/widower living alone.

6. NUMBER OF PERSONS 18 OR YOUNGER 10 Points per person

7. CONDITION OF THE DWELLING STRUCTURE

Standard Dwelling	No Points
Substandard Dwelling	15 to 29 Points
Dilapidated Structure	30 to 50 Points
Structures beyond repair	No Points

11. TERMS, CONDITIONS AND CONSIDERATIONS FOR GRANTS
--

A. DETERMINATION OF THE AMOUNT OF THE GRANT - The amount of a rehabilitation grant that an applicant may receive will not exceed:

1. The actual and approved cost of the repairs and improvements necessary to make the dwelling conform to the housing standards adopted by the Grantee and THDA.
2. The amount and structure of the grant must be consistent with the application submitted to THDA.
3. When the applicant is furnishing supplementary funds from other sources, evidence that actual funds are available will consist of verification and documentation by the Grantee that the applicant has deposited the required amount in the appropriate escrow account. Such deposit must be made before the grant application and any construction work can begin.

B. STRUCTURE OF FINANCIAL ASSISTANCE - HOME funds are used to make forgivable grants to property owners to cover the full cost of the needed rehabilitation work.

1. To prevent homeowners from simply selling the property and profiting from the HOME funded improvements, the owners must repay the program if they sell the property within the compliance period. Part of the owner's obligation is forgiven each year they live in the rehabilitated unit.
2. Repayment of the rehabilitation grant over a five year affordability period shall be based on a twenty percent (20%) reduction of the amount to be repaid per year, according to the following schedule:

0 - 12 months	100% Repayment
After one year	80% Repayment
After two years	60% Repayment
After three years	40% Repayment
After four years	20% Repayment
After five years	0% Repayment

3. The property owner must sign a Grant Note and a Deed of Trust. The Deed of Trust secures the Grant Note by placing a lien against the property and is activated if the owner attempts to sell within the compliance period.
 - a. If ownership of the property is in the form of a life estate, the owners of the property as well as the person with the life estate must sign the Grant Note and the Deed of Trust.
 - b. If the property has been inherited by multiple owners not of whom reside in the property, all of the owners must sign the Grant Note and Deed of Trust.
 - c. Grantees and administrators should consult their agency or community general counsel if there are questions.
4. In cases of death, THDA does not require repayment as long as the ownership of the property passes to the heirs. The heirs may occupy the unit, rent it or let it sit empty, without triggering the repayment clause. However, if the heirs sell the property, or if the property is sold with monetary gain by any actions of a court to settle outstanding claims or settle the estate, the grant must be repaid to THDA, less any forgivable portion.

C. OTHER GRANT CONDITIONS - Specific terms and conditions are incorporated in the grant application and the contract documents. The applicant agrees to:

1. Allow inspection by the Grantee and/or THDA of the property whenever the Grantee and/or THDA determines that such inspection is necessary.
2. Furnish complete, truthful and proper information as needed to determine eligibility for receipt of grant money.
3. Permit the contractor to use, at no cost, reasonable existing utilities such as gas, water and electricity which are necessary to the performance and completion of the work.
4. Cooperate fully with the Grantee and the contractor to insure that the rehabilitation work will be carried out in a timely manner. Provide a safe, secure, and non-hostile environment.

12. ELIGIBLE REHABILITATION ACTIVITIES

- A. INTRODUCTION** - A rehabilitation grant may be made only to cover the cost of rehabilitation necessary to make a dwelling unit conform to the UPCS and applicable code adopted by the jurisdiction in which the property is located and consistent with the application submitted to THDA.
- B. HOUSING REHABILITATION COSTS AND LEAD-BASED PAINT** - The maximum HOME subsidy per unit is established by HUD and cannot be exceeded.
1. If a unit to be rehabilitated was built after 1978, the rehabilitation costs are capped by the HOME subsidy limits.
 2. All units built prior to 1978 require a risk assessment by a qualified lead inspector. If the risk assessment of a pre-1978 unit discloses no lead, then the cap for rehabilitation costs is \$40,000.
 3. If the risk assessment for a pre-1978 unit reveals the presence of lead-based paint and the estimated rehabilitation costs are less than \$25,000, the standard treatments will apply and the maximum HOME subsidy for rehabilitation is limited to \$25,000.
 4. If the risk assessment for a pre-1978 unit reveals the presence of lead-based paint and the estimated rehabilitation costs exceed \$25,000, then abatement using a qualified abatement contractor will be required to provide assistance up to \$40,000 for rehabilitation hard costs. Lead-based paint costs would be paid as project soft costs up to the HOME subsidy limits. The Grantee must have pre-approval by THDA staff before proceeding with abatement.
- C. ELIGIBLE COSTS**
1. **EXISTING CODE VIOLATIONS** - Costs which can be included in rehabilitation grants are the costs of correcting existing housing code violations which have been determined by a qualified project inspector and formalized in an individualized housing report.
 2. **INCIPIENT CODE VIOLATIONS** - An incipient violation exists if at the time of inspection an element in the structure which, due to age, deterioration, wear, or normal usage will deteriorate within the life of the grant period and thus become a code violation. Costs to correct these potential violations are eligible costs.
 3. **PERMITS AND FEES** - Rehabilitation funds may be used to cover the cost of building permits and related fees required to carry out the proposed rehabilitation work. However, since the rehabilitation contract documents will require the contractor to pay them, these

costs ordinarily would be included in the contract amount. Recording and filing fees are eligible costs.

4. **EQUIPMENT** - Rehabilitation funds may provide for the repair or purchase and installation of certain basic equipment necessary for the maintenance of the household in a safe, decent, sanitary condition, and in good repair. These include such items as a furnace, water heater, electrical and sanitary fixtures, kitchen range, refrigerator, cabinets and sinks. Purchase and installation is acceptable if there is no such equipment in the dwelling or if the existing equipment is unsafe, unsanitary or non-functional. There is a \$1,000 maximum expenditure (including taxes and delivery) for a kitchen range, and a \$1,000 maximum expenditure (including taxes and delivery) for a refrigerator. These appliances must be Energy-Star rated where available.
5. **HANDICAPPED** - Special alterations or costs related to making the dwelling more convenient or accessible for physically challenged persons are eligible costs. All work performed in these units must comply with all applicable codes as well as all Federal and State regulations.
6. **LEAD-BASED PAINT** - All costs associated with the reduction of lead-based paint hazards must comply with 24 CFR 92.355.
7. **DEMOLITION OF EXISTING STRUCTURES AND UTILITY CONNECTIONS**
All costs related to the demolition of existing structures and to provide utility connections are to comply with 24 CFR 92.206(a)(3). Demolition is only eligible if it is a part of a HOME project such as reconstruction or removal of an unsafe addition or out building.
- 8.
9. **EXTERIOR PAINTING** - Exterior painting is an eligible cost when it is necessary to maintain a weatherproof exterior on the dwelling.
10. **GUTTERS** - Gutters are an eligible cost when rehabilitating the exterior of a unit or when reconstructing a unit.
11. **OTHER COSTS** - Rehabilitation costs not specifically required by the housing rehabilitation standards found necessary to be decent, safe, sanitary, and in good repair-for the general welfare of the occupants of the structure may be considered for eligibility, with prior consent of the Grantee's governing body and THDA, as well as any other cost as outlined in 24 CFR 92.206.

C. INELIGIBLE COSTS

1. Renovation of dilapidated out buildings.
2. Appliances not required by code standards.
3. Materials, fixtures, equipment, or landscaping of type or quality that exceeds that customarily used in the locality for properties of the same general type as the property to be rehabilitated.
4. All items outlined in 24 CFR 92.214.

D.

13. HOUSING REHABILITATION SPECIFICATIONS

- A. INTRODUCTION** - This section sets forth the responsibilities of the Grantee for determining the rehabilitation work necessary to bring a dwelling into conformance with the UPCS and applicable code adopted by the State, county or city and with the objective of the program as proposed in the application submitted to THDA. The Grantee will:
1. Inspect the property and prepare an inspection list noting UPCS and code deficiencies.
 2. Conduct lead-based paint testing/risk assessment to identify lead-based paint hazards.
 3. Consult with and advise the owner of the work to be done and the availability of a rehabilitation grant.
 4. Prepare a work write-up and cost estimate as a basis for rehabilitation grant and for the bid process in contracting for rehabilitation work and lead-paint hazard reduction activities.
- B. PROPERTY INSPECTION AND SPECIFICATIONS CHECKLIST** - The Grantee will have the property inspected and have a report prepared that identifies each deficiency with respect to the UPCS and applicable code adopted by the Community and the lead-based paint hazard reduction activities required by the testing/risk assessment. The homeowner will also list other deficiencies and request for repairs which may be eligible for correction through the rehabilitation grant. This Initial Inspection will provide a proper basis for the preparation of the work write-up, cost estimate and contract specifications.
- C. WORK WRITE-UP AND COST ESTIMATE** - The work write-up and cost estimate is a statement based on the initial inspection and lead-based paint testing/risk assessment. It itemizes separately all the rehabilitation work and the lead hazard reduction activities to be done on the dwelling and includes an estimate of the cost of each item. The cost estimate will be reasonable, reflect prevailing labor and material costs, and reflect a reasonable profit & overhead costs for the contractor. The work write-up and estimate must be reviewed and approved by THDA before presenting it to the homeowner/ applicant.
1. DUAL-USE OF WORK WRITE-UP - The write-up will be detailed and specific in style. Each item will be identified as correcting a UPCS and code violation, meeting a code requirement, reducing lead-based paint hazards, or as an eligible cost under the grant. This same write-up without the cost estimate will serve as part of the scope of work and specifications for the construction contract documents.
 2. ITEMIZING COSTS - Each item, definable feature of work and its estimated cost will be identified in the work write-up as either correcting a UPCS and code violation, meeting a code requirement, reducing lead-based paint hazards, or eligible under the grant. This will be done on the work write-up by entering the cost estimates in a columnar arrangement.
 3. OWNER PREFERENCE - A work write-up need not contain details that have no significant effect on cost. The term "to be selected by owner" may be used appropriately.
- D. CONSULTATION WITH HOMEOWNER/APPLICANT** - The Grantee will consult with the prospective applicant on the work write-up and cost estimate. The Grantee will advise the applicant that only work that is directed toward correcting a UPCS and code violation, meeting a code requirement, or that is an eligible activity can be funded by the grant. The homeowner must understand that "cosmetic improvements" are not eligible for funding. The final work write-up (without costs) will be used by contractors for determining their bids and incorporated into the

rehabilitation contract documents which the homeowner and contractor will sign. The homeowner should initial each page and sign the last page of the write-up.

- E. CLEARLY WRITTEN SPECIFICATIONS** - The work write-up will be written so that it provides a clear detailed understanding of the nature and scope of the work to be done and a basis for carefully determined bids and proposals from contractors. The homeowner shall have a clear understanding of the nature and scope of the work to be done and any limitations that may exist.
1. Each specification will show the nature and location of the work and the quantity and type of material required. The specifications are to comply with THDA's Minimum Design Standards for New Construction & Rehabilitation of Single Family & Multifamily Housing Units.
 2. The specifications will refer to manufacturer's brand names or association standards to identify quality of material and equipment, and may make provision for acceptable substitutes of equal or greater value or quality and brand name requirements may be included in the "General Conditions and Specifications" and indicated by reference in the work write-up.

14. CONTRACTING FOR REHABILITATION WORK

- A. INTRODUCTION** - This section sets forth requirements and procedures with respect to the construction contracts for housing rehabilitation financed through a rehabilitation grant. Rehabilitation work will be undertaken only through a written contract between the contractor and the property owner receiving the grant.
1. FORM OF CONTRACT - The construction contract will consist of a single document signed by the contractor and the property owner, following approval of the grant application. It will contain a bid, the Grantee's General Conditions and Specifications by reference, the work write-up which specifies the work to be done, and the existing UPCS and code violations.
 2. USE OF ALTERNATES - The document prepared by the Grantee may contain alternates by which each bidder may increase or decrease the lump sum contract price, if the alternates are later accepted as part of the work to be performed.
 3. PROCUREMENT OF BIDS - The Grantee will advertise openly and publicly for bids and encourage minority and female owned firms to bid on its projects.
- B. GENERAL CONDITIONS** - The bid package will contain the following:
1. The address, time and date by which the bid should be submitted by the contractor.
 2. A provision that the bid be accepted by the homeowner within a specified length of time.
 3. A provision that the contractor start work within a specified length of time.
 4. A statement concerning the acceptability of progress payments.
 5. A provision that final payment on the contract amount will be made only after final inspection, acceptance of all work by the Grantee and the homeowner, and after the Grantee

receives the contractor's final invoice release of liens and warranty, and claims for liens by subcontractors, laborers and material suppliers for completed work or supplied materials.

6. Provisions that the contractor will be required to:
 - a. Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.
 - b. Perform all work in conformance with UPCS, applicable local codes, as well as lead-based paint regulations and requirements, whether or not covered by specification and drawings for the work.
 - c. Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically stated otherwise within the work write-up.
 - d. Not assign the contract without written consent of the Grantee and homeowner.
 - e. Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract. Furthermore, furnish the homeowner, in care of the Grantee, with all operations and maintenance manuals, manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under the contract.
 - f. Include a statement as to whether the premises are to be either occupied or vacant during the course of construction work.
 - g. A provision that the contractor may reasonably use existing utilities without payment during the course of the work.

C. INSURANCE

1. The contractor shall carry or require that there be carried Workman's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site in accordance with Tennessee State Workman's Compensation Laws.
2. The contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance. This insurance will be in an amount not less than \$100,000 for injuries including accidental death to any one person for one accident, and to protect the contractor and subcontractors against claims for injury or death of one or more persons because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment, including but not limited to, excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles in the construction of the rehabilitation embraced in their contract.
3. The contractor shall carry during the life of the contract Property Damage Insurance in an amount of not less than \$100,000 to protect him and his subcontractors from claims for property damage which might arise from operations under their contract.
4. Before commencing work, the contractor shall submit evidence of
 2. Specify work to correct those violations or hazards;
 3. Note any unusual features or limitations;

4. Include the Grantee's estimated cost for rehabilitation; and
5. Will be initialed on each page by the homeowner and signed on the signature page by the homeowner.

E. INELIGIBLE CONTRACTORS - The Grantee may determine a contractor ineligible to bid on projects when:

1. The contractor is listed on the Federal Debarred list; The grantee must check the contractor and all subcontractors' names against the Federal Excluded Parties List System (available at <https://www.sam.gov/portal/public/SAM/>). The grantee will print out the system search results and place in file to document that the contractors and subcontractors are not on this list.
2. There is documented proof that the contractor has not paid material suppliers;
3. There is documented proof that the contractor has not completed projects within the allotted time frame;
4. There exist substantial complaints by homeowners about quality of work and performance.
5. There is documented proof that the contractor has not performed warranty work on previous contracts.
6. Conflict of interest exist between the contractor candidate and project participants, location, or any financial ties

F. INVITATION TO CONTRACTORS FOR BID AND PROPOSAL

1. The Grantee will announce the program and advertise for contractors in local and/or regional newspapers at the beginning of the program and at least once each year thereafter.
2. The Grantee will accept applications from contractors throughout the life of the program.
3. The Grantee will develop and maintain a list of contractors, including minority and female headed firms within the region.
4. The Grantee will notify in writing and in a timely fashion all contractors on the Contractors List when bid packages are available.
5. The Grantee will document when and to whom invitations to bid are sent out and packages picked up.

G. SELECTION OF A SUCCESSFUL BIDDER - The opening of the sealed bids must meet these conditions.

1. The opening must be public.
2. The best value responsive and responsible bid will prevail. Bids that fall 15% under or 15% over the Grantee's cost estimate may be rejected as not responsible bides.
3. There must be **at least three (3) competitive bids** by eligible contractors.
4. Minutes of the award and bid tabulations should be appropriately filed.

5. Questions concerning contractor eligibility shall be decided prior to opening the bids.
6. The Grantee will verify with THDA that contractors are not debarred.
7. The Grantee may limit the number of bids awarded to any one contractor at any one bid letting to three (3).
8. If all bids exceed the amount of the construction budget, the Grantee may not negotiate solely with the low bidder. The project can be re-bid or changed in scope. If the project is changed, then each bidder must be given the opportunity to bid again. Bidders must be informed that they have the right to change their original unit prices as long as they conform to the revised bid specifications. Grantees must maintain documentation to demonstrate that this process was followed.
9. If there are not at least three (3) competitive bids from eligible contractors, the project must be re-bid. If there are still not three bids after the project has been re-bid, the Grantee will contact THDA before awarding the contract.

H. AWARD OF THE CONSTRUCTION CONTRACT - The contract will become effective upon the signatures of the homeowner and contractor and with the Grantee's endorsement. The Grantee will distribute the executed contract documents as follows: original to Grantee, copy to homeowner, copy to contractor.

15. INSPECTION, CLOSE-OUT AND PAYMENT FOR REHABILITATION WORK

A. RESPONSIBILITY FOR MAKING INSPECTIONS - Inspection of construction will be performed by the Grantee or its designate as follows:

1. Compliance inspections will be made as often as necessary to assure that the work is being completed in accordance with the community's building, electrical, mechanical and plumbing codes, zoning regulations, and any other related State or local laws and ordinances.
2. Inspections will be made as often as necessary to assure that the work being performed is in accordance with the terms of the construction contract.
3. Written notices of inspections (HO-17) shall be filed appropriately.
4. THDA's QAI will perform a minimum of 3 inspections throughout the project. An initial inspection, a progress inspection, and a final inspection will be conducted in accordance with THDA's Policy and Procedures and HUD 24CFR 92.251 of the 2013 HOME Final rule.

B. PROGRESS PAYMENTS - If progress payments are allowed by the Grantee, no more than one progress payment can be made and the payment will be 50% of the funds at the completion of 60% of the work.

C. FINAL PAYMENTS

1. **FINAL INSPECTION** - Upon completion of the rehabilitation work, a final inspection is held by the Grantee. Any uncompleted work or work that is unsatisfactory is noted on a final "punch list" and sent to the contractor in writing (HO-17 and HO-18). When these

items are completed, clearance testing for lead-based paint hazards is conducted on the unit. When the unit passes clearance testing, the contract is complete.

2. **CERTIFICATION** - After the Grantee determines that the rehabilitation work has been fully and satisfactorily completed and the unit has passed clearance testing, the Certification of Completion and Final Inspection (FM-7) is prepared. The homeowner signs the Certification indicating that he accepts the rehabilitation work as meeting the terms and conditions of the contract. The contractor signs the Certification indicating that the work has been completed in accordance with the contract and that there are no unpaid claims for labor, materials supplies or equipment. The inspector signs the Certification indicating that work has been completed in accordance with the contract and authorizing final payment.
3. **NOTICE OF COMPLETION** - The contractor shall file a Notice of Completion with the Register of Deeds in the county where the work is performed and return a certified copy to the Grantee.
4. **MAKING FINAL PAYMENT** - When the final inspection determines that the work is completed in accordance with the contract and the homeowner has accepted the work, the Grantee will obtain from the contractor a release of liens, including all subcontractors and suppliers, and a copy of each warranty due the owner for the work. The Grantee will request final payment from THDA at that time.
5. If the homeowner refuses to sign the final acceptance, the Grantee may authorize full payment for those items which are undisputed and acceptable to all parties.

16. GRIEVANCE PROCEDURE

- A. The Grievance Procedure shall be made a part of the contract between the homeowner and the contractor. Disputes between the homeowner, Grantee and contractor may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the grievance procedure will be followed.
 1. The grievance by the homeowner or contractor is to be filed with the program administrator in writing.
 2. The program administrator will meet with the homeowner/contractor and attempt to negotiate a solution.
 3. Contact the THDA Community Programs Division at (615) 815-2030 should the program administrator fail to negotiate a solution.
- B. **GRIEVANCE PROCEDURE** - If this fails, the program administrator will follow the grievance procedure as outlined below:
 1. All claims or disputes between the owner and contractor arising out of or related to the work shall be decided by arbitration in accordance with the current construction industry arbitration rules of the American Arbitration Association unless the parties mutually agree otherwise.

2. The owner and contractor shall submit all disputes or claims, regardless of the extent of the works progress, to an Arbitrator unless the parties mutually agree otherwise.
 3. Notice of the demand for arbitration shall be filed in writing with the other party to this rehabilitation agreement and shall be made within a reasonable time after the dispute has arisen.
 4. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
 5. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the contractor, the arbitrator may award costs and attorney fees in favor of the contractor. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the owners, the arbitrator may award costs and attorney fees in favor of the owner.
- C. THE WRITTEN CONTRACT** - The contract and the rehabilitation specifications, along with the initial inspection report provide the basic documentation by which the relative merits of any dispute will be judged.
- D. CONFLICT OF INTEREST OF PUBLIC OFFICIALS** - No elected or appointed Federal, State or local official, member of the local governing body, or any other public official or employee who exercises any functions or responsibilities in conjunction with the administration of the housing rehabilitation shall have any interest, direct or indirect, in the proceeds or benefits of the rehabilitation grant program. In those cases where the interest may not be direct or indirect, and the conflict of interest is only "apparent", the Grantee must contact THDA for clarification before proceeding. THDA will not routinely consider requesting an exception to the conflict of interest provisions from HUD.
- E. KICKBACKS AND DISCOUNTS** - No member of the governing body of the Grantee or any Grantee employee shall receive kickbacks or discounts from either contractors or property owners in return for special favors in regard to housing rehabilitation.