

The Union County Commission met in Regular Meeting at 7:00 P.M. on Monday, April 24, 2023 at the Union County Courthouse. The Honorable Jason Bailey, County Chairman, Presiding. A quorum being present, Union County Commission was duly opened at 7:00 P.M.

The Agenda for April 24, 2023 is as follows:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Announcements: (if any)
6. Approve List for Public Comments
7. Approve Minutes of – March 27, 2023 Regular Meeting
8. Approve Notaries: (if any)
9. County Mayor’s Report – Mayor Jason Bailey
10. County Sheriff’s Report – Sheriff Breeding
11. Budget Committee
12. Melissa Brown, Director of Finance
 - a. Monthly Finance Report – March 2023
 - b. Budget Amendments & Transfers
 - c. Approve/Disapprove Surplus
 - d. Contracts
13. Community Reports
 - a. Fire Chiefs Association
 - b. Constable Association
14. Old Business
15. New Business
16. Addendums: (if any)
17. Public Comments
18. Adjourn

1. County Commission was duly opened by Sheriff Billy Breeding.

2. **Invocation** by Commissioner Danny Cooke.

3. **Pledge of Allegiance** was led by Commissioner Eddie Simpson.

4. **Roll Call** by Pam Ailor, Union County Clerk. **Commissioners Present:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker.

Commissioners Absent: None.

5. **Announcements:**

- a. Republican Party dinner Saturday, April 29, 2023 at Paulette Elementary School.
- b. Saturday, May 6, 2023 the Kentucky Head Hunters to perform at the Union County Opry.

6. **Public Comments:** There were no Public Comment requests in open meeting on Monday, April 24, 2023.

7. A **Motion** was made by **Gerald Simmons** and **Seconded** by **Sidney Jessee, Jr.** to approve the **Minutes** of March 27, 2023 Regular Meeting.

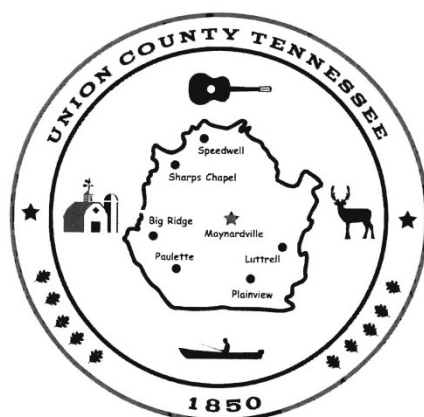
County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

8. A **Motion** was made by **Eddie Simpson** and **Seconded** by **R.L. Jones** to approve the following **Notaries:** Leslie M. Patterson and Gina Singletary.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

9. **County Mayor's Report – Mayor Jason Bailey**

Mayor's Report



April, 2023

Union County Government

Public Meetings

May, 2023

<u>Date</u>	<u>Board/Committee</u>	<u>Location/Time</u>
2	Budget Committee *Special Called*	Large Courtroom/6:00
16	Budget Committee	Large Courtroom/6:00pm
22	Audit Committee	Corum Bookkeeping/9:00am
22	Planning Commission	Small Courtroom/6:00pm
22	County Commission	Large Courtroom/7:00pm

***Unless otherwise noted, all meetings are held at the Union County Courthouse.**

Mayor's Report

April, 2023

Grants

Active: (Mayor's Office)

- Safe Routes to School (Luttrell Elementary/TDOT)
- Community Development Block Grant (CDBG- Fire Truck) - \$253,143
- Fresh Wagon (American Cancer Society) - Partnership with the UC Farmer's Market to provide free food to Union County residents.
- Local Government Grant (State of TN-DAG FY22) - \$341,394
- American Rescue Plan (Federal Government) - \$3.87 Million
- HOME Grant FY21 (US Dept of Housing and TN Housing Dev)- \$500,000
- GIVE Grant (State of TN) - \$1,000,000
Purchase equipment for the potential TCAT in Union County
- East TN Community Design Center
Develop/Plan/Design the "Music Wall of Fame" at Heritage Park
- State of TN Appropriations Committee- \$9,000,000
Funding from the State of TN for a TCAT/Walters State campus near Union County High School
- Appalachian Regional Commission (ARC-Federal Government)- \$80,000
Study for additional boat ramp, public swimming, public pier, and additional parking at Big Ridge State Park (Blue Mud)
- TN Commission on Aging and Disability- \$8,000
Upgrades and additional activities for UC Senior Center
- TN Risk Management (county insurance provider)- \$2,500
Sidewalk Repair at the Courthouse, No Local Match Required

Potential:

- TN Dept of Health Immunization Program- \$274,500
No Local Match Required
- CDBG Food Insecurity- \$500,000
Grant for Local Food Pantries and senior center, No Local Match Required

County Buildings / Property

- Heritage Park Site Plan (FARM Grant)

Capital Project Bids Out or In Process (Completely Funded by Grants)

- Speedwell and Big Ridge Community Centers
(funds are allocated in ARPA, searching for property)

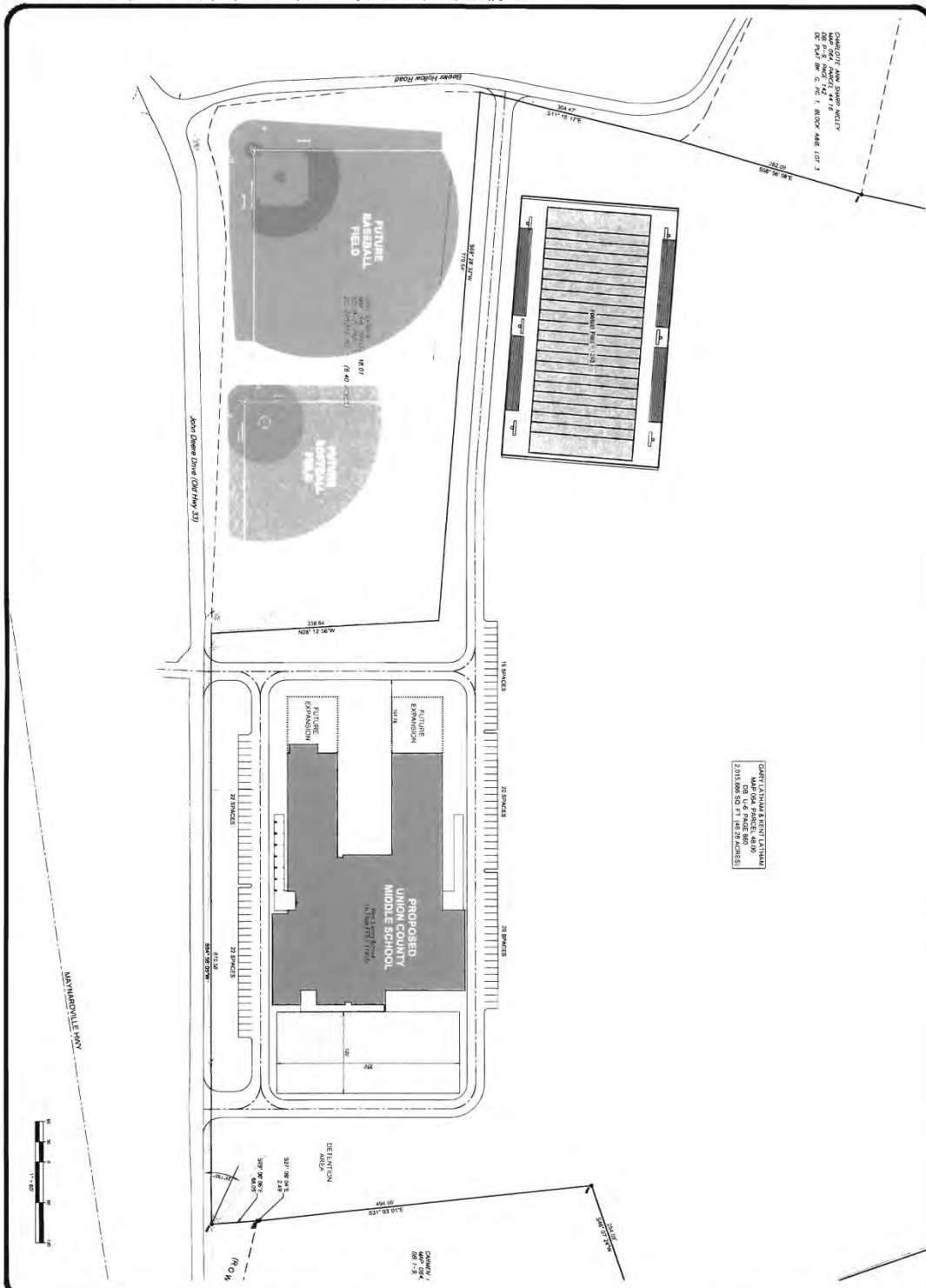
Other (attachments)

- Middle School Site Plan
- Household Waste Collection
- Active Projects and Grants

Questions or Concerns?


Attachments

April, 2023



CHANGING AND SHAPING THE FUTURE OF THE COMMUNITY
 1000 N. MAIN ST. SUITE 100
 DEER CREEK, TN 37072
 TEL: 615-888-1111
 WWW.LDSOLUTIONS.COM

CONSTRUCTION ENTRY LATHAM
 FOR THE PROJECT
 (DIMENSIONS IN FEET AND INCHES)

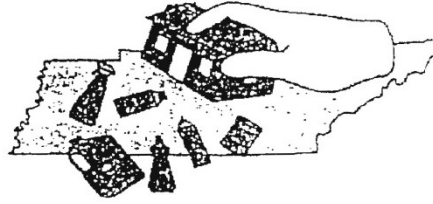
<p>C101</p> <p>Sheet No.</p>	<p>Not For Construction For Review Only</p>	<table border="1"> <thead> <tr> <th>No.</th> <th>Date</th> <th>Revised</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	No.	Date	Revised										<p>Drawing Description</p> <p style="text-align: center;">Site Layout Plan</p>	 <p>LAND DEVELOPMENT SOLUTIONS</p> <p>310 SIMMONS RD., SUITE K-KNOXVILLE, TENNESSEE 37922 PH. 865-671-2281</p>	<p>Project</p> <p style="text-align: center;">Union County Middle School</p> <p>John Deere Drive Maynardville, Tennessee</p>
	No.	Date	Revised														
<table border="1"> <thead> <tr> <th>Checked</th> <th>Drawn</th> <th>Plotted</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>1"=60' Date: 04-11-2023 User: LDS</p>	Checked	Drawn	Plotted														
Checked	Drawn	Plotted															

Household Hazardous Waste Collection Event May 6, 2023

Sponsored by Tennessee
Department of Environment
and Conservation

8:00 A.M. – 12 NOON
Wolfe Road Convenience Center
295 Wolfe Road Luttrell, Tn. 37779

Household Hazardous Waste - is defined as corrosive, flammable, toxic, or reactive materials used in your home, car or truck, or garden and lawn that is unwanted/unusable.



Now's your chance... It's FREE!

You can dispose of all those left over household chemicals, lawn and garden products and automotive materials that you've never known what to do with.

Things to Bring:

Household Cleaners

Drain Openers
Oven Cleaners
Wood Cleaners & Polishes
Metal Cleaners & Polishes
Toilet Bowl Cleaners
Disinfectants

Home Maintenance

Chemicals

Paint Thinner
Wood Preservatives
Paint Strippers & Removers,
Adhesives

Miscellaneous

Fingernail Polish Remover
Pool Chemicals
Photo Processing Chemicals
Medicines & Drugs
Reactive Materials
Aerosols (spray cans)
Compressed Gas
Mercury Thermostats
Mercury Thermometers
Fluorescent Light Bulbs
Needles/Sharps (in container)
Lead

Lawn & Garden

Chemicals

Herbicides
Pesticides
Fungicides
Fertilizers

Automotive Products

Fuel Additives
Grease & Rust Solvents
Air Conditioning Refrigerants
Starter Fluids
Body Putty
Coolants
Carburetor/ Fuel Injector Cleaners

NO Medical or Infectious Waste (besides needles and sharps in puncture-proof containers), Explosives, Ammunition, Radioactive waste including smoke detectors, or any empty containers. Waste from NON-household sources such as Businesses, Schools, Farms, Churches, Etc. will be accepted BY APPOINTMENT ONLY. Call 615-643-3170 to request a price quote and schedule an appointment.

Batteries, oil, paint, antifreeze and electronics are accepted daily at 295 Wolfe Road

If you have questions or need additional information, please call 865-992-2666

Active Projects and Grants in Union County and Municipalities

April, 2023

Jurisdiction	Program	Project Description	Status	Notes	ETDD Contract
Union County	# Transportation	# SR 61 from North David Dr. to Tater Valley Rd.	# Preliminary Engineering (PE Design) is underway	# Realignment	Don Brown
	# Transportation	# SR 61 from north of Archer Rd. to south of Jim Town Rd. (Phase 2)	# Preliminary Engineering (PE Design) is underway	# Miscellaneous safety improvements	Don Brown
	# Transportation	# Various local roads	# Contract for construction is scheduled to be let in the 2nd quarter of calendar year 2023	# Miscellaneous safety improvements	Don Brown
	# Solid Waste	# 2022 Annual Progress Report	# Submitted to TDEC	#	Tim Hendrick
	CDBG	Fire Truck	Procurement phase	Delivery estimated April 2023	Mitch Loomis
	ARC	Big Ridge State Park Master Plan	Pre-planning phase	ETDD staff coordinating with Robert Campbell	Mitch Loomis
	ARP	Funding for various county needs as selected by County Commission	Fire equipment received.		Tim Hendrick Mitch Loomis
	TDEC ARP	Water projects for three utilities	Awaiting award decision from TDEC		Tim Hendrick Mitch Loomis
	CDBG-CV Food Insecurity	Equipment for Office of Aging	Awaiting award decision from TN ECD		Tim Hendrick Mitch Loomis
	Tourism	State	Final pay request		Mitch Loomis

10. County Sheriff's Report – Sheriff Breeding

Sheriff's Report – March 2023

Total Calls for Service:	706
Accidents with Injury:	26
Accidents with Non-Injury:	9
Booked Into Jail:	101
Released from Jail:	101
Current Jail Population:	85
Current Female Population:	24

11. Budget Committee

- a. Special Called Budget Meeting May 2, 2023 to discuss 2024 Budget, buying property around the courthouse, food storage for the Jail, Voting Machine storage, and county property for the City of Luttrell (sports complex).

12. Melissa Brown, Director of Finance

- a. Monthly Finance Report – March 2023

**DIRECTOR OF FINANCE
MONTHLY REPORT**

2022-2023	101- General Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Apr-22	101-General	\$ 6,029,273.99	\$ 969.84	\$ 595,140.88	\$ 574,294.44	\$ 6,372.47	\$ 6,044,717.80
May-22	101-General	\$ 6,044,717.80	\$ 1,106.39	\$ 687,936.70	\$ 496,370.65	\$ 6,053.71	\$ 6,231,336.53
Jun-22	101-General	\$ 6,231,336.53	\$ 839.47	\$ 628,747.96	\$ 948,172.23	\$ 5,614.60	\$ 5,907,137.13
Jul-22	101-General	\$ 5,907,137.13	\$ 915.85	\$ 656,037.71	\$ 1,702,769.36	\$ 6,168.84	\$ 4,855,152.49
Aug-22	101-General	\$ 4,855,152.49	\$ 754.05	\$ 369,476.70	\$ 1,039,269.85	\$ 2,668.89	\$ 4,183,444.50
Sep-22	101-General	\$ 4,183,444.50	\$ 1,369.02	\$ 445,167.62	\$ 657,331.71	\$ 5,479.59	\$ 3,967,169.84
Oct-22	101-General	\$ 3,967,169.84	\$ 1,700.23	\$ 687,084.74	\$ 583,322.17	\$ 10,455.92	\$ 4,062,176.72
Nov-22	101-General	\$ 4,062,176.72	\$ (37.00)	\$ 954,358.91	\$ 637,285.93	\$ 9,634.43	\$ 4,369,578.27
Dec-22	101-General	\$ 4,369,578.27	\$ 795.68	\$ 1,358,723.77	\$ 931,450.69	\$ 23,439.61	\$ 4,774,207.42
Jan-23	101-General	\$ 4,774,207.42	\$ (700.57)	\$ 1,318,840.51	\$ 617,161.04	\$ 13,148.88	\$ 5,462,037.44
Feb-23	101-General	\$ 5,462,037.44	\$ (2,452.06)	\$ 1,500,176.17	\$ 647,842.64	\$ 24,696.94	\$ 6,287,221.97
Mar-23	101-General	\$ 6,287,221.97	\$ 984.79	\$ 484,309.91	\$ 889,502.34	\$ 6,081.70	\$ 5,876,932.63

2022-2023	118 Ambulance Service	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Apr-22	118-Amb. Service	\$ 747,113.53	\$ (969.84)	\$ 97,055.05	\$ 106,388.15	\$ 1,072.27	\$ 735,738.32
May-22	118-Amb. Service	\$ 735,738.32	\$ (1,553.36)	\$ 71,464.83	\$ 125,512.46	\$ 753.33	\$ 679,384.00
Jun-22	118-Amb. Service	\$ 679,384.00	\$ (839.47)	\$ 94,213.83	\$ 164,182.13	\$ 907.45	\$ 607,668.78
Jul-22	118-Amb. Service	\$ 607,668.78	\$ (915.85)	\$ 68,049.04	\$ 180,366.49	\$ 707.44	\$ 493,728.04
Aug-22	118-Amb. Service	\$ 493,728.04	\$ (754.05)	\$ 83,085.51	\$ 149,651.64	\$ 853.74	\$ 425,554.12
Sep-22	118-Amb. Service	\$ 425,554.12	\$ (1,369.02)	\$ 112,252.43	\$ 125,406.73	\$ 1,321.03	\$ 409,709.77
Oct-22	118-Amb. Service	\$ 409,709.77	\$ (1,700.23)	\$ 131,125.29	\$ 134,470.10	\$ 1,868.14	\$ 402,796.59
Nov-22	118-Amb. Service	\$ 402,796.59	\$ 37.00	\$ 149,884.13	\$ 210,233.40	\$ 1,692.17	\$ 340,792.15
Dec-22	118-Amb. Service	\$ 340,792.15	\$ (985.80)	\$ 219,110.60	\$ 158,368.13	\$ 3,649.09	\$ 396,899.73
Jan-23	118-Amb. Service	\$ 396,899.73	\$ (874.43)	\$ 194,212.32	\$ 146,703.08	\$ 2,001.70	\$ 441,532.84
Feb-23	118-Amb. Service	\$ 441,532.84	\$ (862.28)	\$ 235,879.92	\$ 132,339.77	\$ 3,750.31	\$ 540,460.40
Mar-23	118-Amb. Service	\$ 540,460.40	\$ (984.79)	\$ 152,315.27	\$ 143,590.04	\$ 1,815.94	\$ 546,384.90

**DIRECTOR OF FINANCE
MONTHLY REPORT**

2022-2023	122- Drug Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Apr-22	122-Drug Fund	\$ 109,890.73	\$ -	\$ 311.60	\$ 2,403.25	\$ 2.40	\$ 107,796.68
May-22	122-Drug Fund	\$ 107,796.68	\$ -	\$ 63.65	\$ 2,068.83	\$ 0.64	\$ 105,790.86
Jun-22	122-Drug Fund	\$ 105,790.86	\$ -	\$ 133.55	\$ -	\$ 1.34	\$ 105,923.07
Jul-22	122-Drug Fund	\$ 105,923.07	\$ -	\$ 232.75	\$ 154.81	\$ 2.33	\$ 105,998.68
Aug-22	122-Drug Fund	\$ 105,998.68	\$ -	\$ 1,939.30	\$ 2,555.96	\$ 0.36	\$ 105,381.66
Sep-22	122-Drug Fund	\$ 105,381.66	\$ -	\$ 345.80	\$ 131.04	\$ 3.46	\$ 105,592.96
Oct-22	122-Drug Fund	\$ 105,592.96	\$ -	\$ 1,097.72	\$ 2,565.18	\$ 10.03	\$ 104,115.47
Nov-22	122-Drug Fund	\$ 104,115.47	\$ -	\$ 473.10	\$ 6,965.29	\$ 4.26	\$ 97,619.02
Dec-22	122-Drug Fund	\$ 97,619.02	\$ -	\$ 332.50	\$ 7,489.00	\$ 2.85	\$ 90,459.67
Jan-23	122-Drug Fund	\$ 90,459.67	\$ -	\$ 47.50	\$ 5,220.92	\$ -	\$ 85,286.25
Feb-23	122-Drug Fund	\$ 85,286.25	\$ -	\$ 5,810.15	\$ 5,028.80	\$ 56.68	\$ 86,010.92
Mar-23	122-Drug Fund	\$ 86,010.92	\$ -	\$ 878.75	\$ 7,485.07	\$ 7.84	\$ 79,396.76

2022-2023	127-Other General Government Special Revenue	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Apr-22	127-Other General Gov Rev	\$ 1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
May-22	127-Other General Gov Rev	\$ 1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Jun-22	127-Other General Gov Rev	\$ 1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Jul-22	127-Other General Gov Rev	\$ 1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Aug-22	127-Other General Gov Rev	\$ 1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Sep-22	127-Other General Gov Rev	\$ 1,939,663.50	\$ -	\$ 1,939,663.50	\$ 225,000.00	\$ -	\$ 3,654,327.00
Oct-22	127-Other General Gov Rev	\$ 3,654,327.00	\$ -	\$ -	\$ -	\$ -	\$ 3,654,327.00
Nov-22	127-Other General Gov Rev	\$ 3,654,327.00	\$ -	\$ -	\$ -	\$ -	\$ 3,654,327.00
Dec-22	127-Other General Gov Rev	\$ 3,654,327.00	\$ -	\$ -	\$ 7,375.49	\$ -	\$ 3,646,951.51
Jan-23	127-Other General Gov Rev	\$ 3,646,951.51	\$ -	\$ -	\$ 185,770.65	\$ -	\$ 3,461,180.86
Feb-23	127-Other General Gov Rev	\$ 3,461,180.86	\$ -	\$ -	\$ 35,235.70	\$ -	\$ 3,425,945.16
Mar-23	127-Other General Gov Rev	\$ 3,425,945.16	\$ -	\$ -	\$ 104,876.00	\$ -	\$ 3,321,069.16

**DIRECTOR OF FINANCE
MONTHLY REPORT**

2022-2023	131- Hwy Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Apr-22	131-Highway Dept	\$ 1,461,741.08	\$ -	\$ 159,242.70	\$ 236,875.01	\$ 1,651.73	\$ 1,382,457.04
May-22	131-Highway Dept	\$ 1,382,457.04	\$ -	\$ 193,732.59	\$ 571,960.02	\$ 1,944.34	\$ 1,002,285.27
Jun-22	131-Highway Dept	\$ 1,002,285.27	\$ -	\$ 410,142.44	\$ 399,653.98	\$ 4,098.65	\$ 1,008,675.08
Jul-22	131-Highway Dept	\$ 1,008,675.08	\$ -	\$ 213,203.57	\$ 594,859.35	\$ 2,082.62	\$ 624,936.68
Aug-22	131-Highway Dept	\$ 624,936.68	\$ -	\$ 179,456.95	\$ 179,894.77	\$ 1,803.81	\$ 622,695.05
Sep-22	131-Highway Dept	\$ 622,695.05	\$ -	\$ 193,794.82	\$ 276,675.85	\$ 2,075.04	\$ 537,738.98
Oct-22	131-Highway Dept	\$ 537,738.98	\$ -	\$ 434,482.79	\$ 411,842.07	\$ 2,791.21	\$ 557,588.49
Nov-22	131-Highway Dept	\$ 557,588.49	\$ -	\$ 199,240.46	\$ 211,395.09	\$ 2,154.36	\$ 543,279.50
Dec-22	131-Highway Dept	\$ 543,279.50	\$ -	\$ 295,064.40	\$ 115,477.80	\$ 3,949.60	\$ 718,916.50
Jan-23	131-Highway Dept	\$ 718,916.50	\$ 1,575.00	\$ 257,174.57	\$ 94,898.69	\$ 2,798.47	\$ 879,968.91
Feb-23	131-Highway Dept	\$ 879,968.91	\$ 3,183.00	\$ 279,961.30	\$ 598,534.18	\$ 3,421.55	\$ 1,061,157.48
Mar-23	131-Highway Dept	\$ 1,061,157.48	\$ -	\$ 182,630.59	\$ 5142,539.29	\$ 2,034.59	\$ 1,098,214.19

2022-2023	151- Debt Service	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Apr-22	151- Debt Service	\$ 2,281,254.13	\$ (46,862.20)	\$ 69,055.17	\$ -	\$ 744.12	\$ 2,302,702.98
May-22	151- Debt Service	\$ 2,302,702.98	\$ (46,852.87)	\$ 55,618.26	\$ -	\$ 586.87	\$ 2,310,881.50
Jun-22	151- Debt Service	\$ 2,310,881.50	\$ (48,237.97)	\$ 53,130.87	\$ -	\$ 544.72	\$ 2,315,229.68
Jul-22	151- Debt Service	\$ 2,315,229.68	\$ (46,827.86)	\$ 55,328.71	\$ -	\$ 559.41	\$ 2,323,171.12
Aug-22	151- Debt Service	\$ 2,323,171.12	\$ (46,805.30)	\$ 56,194.81	\$ -	\$ 569.60	\$ 2,331,991.03
Sep-22	151- Debt Service	\$ 2,331,991.03	\$ (32,052.55)	\$ 62,961.95	\$ -	\$ 724.58	\$ 2,362,175.85
Oct-22	151- Debt Service	\$ 2,362,175.85	\$ (46,791.63)	\$ 82,523.69	\$ -	\$ 1,076.35	\$ 2,396,831.56
Nov-22	151- Debt Service	\$ 2,396,831.56	\$ (46,745.24)	\$ 67,757.71	\$ -	\$ 784.49	\$ 2,417,059.54
Dec-22	151- Debt Service	\$ 2,417,059.54	\$ (46,698.92)	\$ 124,517.59	\$ -	\$ 1,905.79	\$ 2,492,972.42
Jan-23	151- Debt Service	\$ 2,492,972.42	\$ (46,711.15)	\$ 81,250.45	\$ -	\$ 1,061.85	\$ 2,526,449.87
Feb-23	151- Debt Service	\$ 2,526,449.87	\$ (46,679.50)	\$ 137,796.09	\$ -	\$ 2,287.46	\$ 2,615,279.00
Mar-23	151- Debt Service	\$ 2,615,279.00	\$ (286,941.18)	\$ 408,655.59	\$ -	\$ 1,415.77	\$ 2,735,577.64

**DIRECTOR OF FINANCE
MONTHLY REPORT**

2022-2023	171- Capital Outlay	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Apr-22	171-Capital Outlay	\$ 1,558,030.15	\$ -	\$ 60,368.67	\$ 47,656.55	\$ 239.54	\$ 1,570,502.73
May-22	171-Capital Outlay	\$ 1,570,502.73	\$ -	\$ 71,380.71	\$ 243,029.29	\$ 67.60	\$ 1,398,786.55
Jun-22	171-Capital Outlay	\$ 1,398,786.55	\$ -	\$ 824,520.75	\$ 27,663.60	\$ 38.71	\$ 2,195,604.99
Jul-22	171-Capital Outlay	\$ 2,195,604.99	\$ -	\$ 2,443.97	\$ 17,515.29	\$ 48.88	\$ 2,180,484.79
Aug-22	171-Capital Outlay	\$ 2,180,484.79	\$ -	\$ 2,329.87	\$ 52,727.07	\$ 46.59	\$ 2,130,041.00
Sep-22	171-Capital Outlay	\$ 2,130,041.00	\$ -	\$ 23,779.54	\$ 12,057.29	\$ 475.64	\$ 2,141,287.61
Oct-22	171-Capital Outlay	\$ 2,141,287.61	\$ -	\$ 66,678.56	\$ 1,425.00	\$ 1,333.69	\$ 2,205,207.48
Nov-22	171-Capital Outlay	\$ 2,205,207.48	\$ -	\$ 28,292.50	\$ 10,630.00	\$ 565.91	\$ 2,222,304.07
Dec-22	171-Capital Outlay	\$ 2,222,304.07	\$ -	\$ 251,658.63	\$ 6,312.50	\$ 3,493.20	\$ 2,464,157.00
Jan-23	171-Capital Outlay	\$ 2,464,157.00	\$ -	\$ 258,861.82	\$ 588,306.78	\$ 1,333.08	\$ 2,133,378.96
Feb-23	171-Capital Outlay	\$ 2,133,378.96	\$ -	\$ 361,760.37	\$ 110,609.05	\$ 3,421.91	\$ 2,381,108.37
Mar-23	171-Capital Outlay	\$ 2,381,108.37	\$ -	\$ 73,651.92	\$ 129,013.74	\$ 702.52	\$ 2,325,044.03

2022-2023	172- Community	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Apr-22	172-Community	\$ 51,802.74	\$ -	\$ -	\$ 300.00	\$ -	\$ 51,502.74
May-22	172-Community	\$ 51,502.74	\$ -	\$ -	\$ -	\$ -	\$ 51,502.74
Jun-22	172-Community	\$ 51,502.74	\$ -	\$ -	\$ 22.11	\$ -	\$ 51,480.63
Jul-22	172-Community	\$ 51,480.63	\$ -	\$ -	\$ -	\$ -	\$ 51,480.63
Aug-22	172-Community	\$ 51,480.63	\$ -	\$ -	\$ -	\$ -	\$ 51,480.63
Sep-22	172-Community	\$ 51,480.63	\$ -	\$ -	\$ -	\$ -	\$ 51,480.63
Oct-22	172-Community	\$ 51,480.63	\$ -	\$ -	\$ -	\$ -	\$ 51,480.63
Nov-22	172-Community	\$ 51,480.63	\$ -	\$ -	\$ -	\$ -	\$ 51,480.63
Dec-22	172-Community	\$ 51,480.63	\$ -	\$ -	\$ -	\$ -	\$ 51,480.63
Jan-23	172-Community	\$ 51,480.63	\$ -	\$ -	\$ -	\$ -	\$ 51,480.63
Feb-23	172-Community	\$ 51,480.63	\$ -	\$ -	\$ -	\$ -	\$ 51,480.63
Mar-23	172-Community	\$ 51,480.63	\$ -	\$ -	\$ -	\$ -	\$ 51,480.63

**DIRECTOR OF FINANCE
MONTHLY REPORT**

2022-2023	141- General Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Apr-22	141-General	\$ 13,212,352.17	\$ 253,288.20	\$ 2,431,373.07	\$ 2,214,406.95	\$ 5,147.11	\$ 13,677,459.38
May-22	141-General	\$ 13,677,459.38	\$ 209,768.42	\$ 278,684.16	\$ 2,478,920.82	\$ 4,766.37	\$ 11,682,224.77
Jun-22	141-General	\$ 11,682,224.77	\$ 206,882.90	\$ 1,600,980.88	\$ 2,747,678.06	\$ 4,553.80	\$ 10,737,856.69
Jul-22	141-General	\$ 10,737,856.69	\$ 192,566.76	\$ 1,428,617.47	\$ 6,254,149.21	\$ 1,982.02	\$ 6,102,909.69
Aug-22	141-General	\$ 6,102,909.69	\$ (268,866.61)	\$ 4,510,028.40	\$ 2,235,256.13	\$ 16,354.32	\$ 8,092,461.03
Sep-22	141-General	\$ 8,092,461.03	\$ 215,312.32	\$ 3,158,541.68	\$ 2,505,013.54	\$ 6,519.52	\$ 8,954,781.97
Oct-22	141-General	\$ 8,954,781.97	\$ 120,110.81	\$ 2,895,771.42	\$ 2,334,296.37	\$ 10,435.85	\$ 9,625,931.98
Nov-22	141-General	\$ 9,625,931.98	\$ 233,451.03	\$ 2,811,998.68	\$ 2,487,234.69	\$ 7,019.97	\$ 10,177,127.03
Dec-22	141-General	\$ 10,177,127.03	\$ 191,047.86	\$ 3,374,028.91	\$ 2,345,881.44	\$ 19,874.41	\$ 11,376,447.95
Jan-23	141-General	\$ 11,376,447.95	\$ 185,813.18	\$ 2,894,174.57	\$ 2,408,982.50	\$ 10,329.19	\$ 12,037,124.01
Feb-23	141-General	\$ 12,037,124.01	\$ 193,188.49	\$ 3,470,405.21	\$ 2,311,668.17	\$ 20,051.73	\$ 13,368,997.81
Mar-23	141-General	\$ 13,368,997.81	\$ 190,735.57	\$ 2,816,118.23	\$ 2,761,014.20	\$ 8,299.53	\$ 13,606,537.88

2022-2023	142- Federal Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Apr-22	142-Federal	\$ 598,328.89	\$ (253,205.28)	\$ 582,573.12	\$ 216,622.60	\$ -	\$ 711,074.13
May-22	142-Federal	\$ 711,074.13	\$ (209,685.50)	\$ 541,004.29	\$ 320,061.33	\$ -	\$ 722,331.59
Jun-22	142-Federal	\$ 722,331.59	\$ (206,798.94)	\$ 1,500,077.66	\$ 687,999.42	\$ -	\$ 1,327,610.89
Jul-22	142-Federal	\$ 1,327,610.89	\$ (192,474.74)	\$ 95,858.36	\$ 882,802.77	\$ -	\$ 348,191.74
Aug-22	142-Federal	\$ 348,191.74	\$ (222,087.64)	\$ 659,228.13	\$ 145,045.43	\$ -	\$ 640,286.80
Sep-22	142-Federal	\$ 640,286.80	\$ (215,196.76)	\$ 257,715.30	\$ 363,310.58	\$ -	\$ 319,494.76
Oct-22	142-Federal	\$ 319,494.76	\$ (120,061.15)	\$ 355,715.80	\$ 482,581.63	\$ -	\$ 72,567.78
Nov-22	142-Federal	\$ 72,567.78	\$ (233,409.78)	\$ 1,078,901.50	\$ 293,876.79	\$ -	\$ 624,182.71
Dec-22	142-Federal	\$ 624,182.71	\$ (190,709.45)	\$ 508,285.67	\$ 273,904.05	\$ -	\$ 667,854.88
Jan-23	142-Federal	\$ 667,854.88	\$ (185,765.62)	\$ 429,315.90	\$ 288,853.28	\$ -	\$ 622,551.88
Feb-23	142-Federal	\$ 622,551.88	\$ (193,139.19)	\$ 467,785.73	\$ 247,982.16	\$ -	\$ 649,216.26
Mar-23	142-Federal	\$ 649,216.26	\$ (190,665.28)	\$ 450,481.25	\$ 347,364.40	\$ -	\$ 561,667.83

**DIRECTOR OF FINANCE
MONTHLY REPORT**

2022-2023							Commission	
	143-Central Cafeteria	Beginning Balance	Adjustments	Receipts	Disburse-ments	Transfer	Ending Balance	
Apr-22	143-Food Service	\$ 990,323.45	\$ (82.92)	\$ 322,673.22	\$ 156,501.13	\$ -	\$ 1,156,412.62	
May-22	143-Food Service	\$ 1,156,412.62	\$ (82.92)	\$ 254,208.02	\$ 175,363.23	\$ -	\$ 1,235,174.49	
Jun-22	143-Food Service	\$ 1,235,174.49	\$ 1,318.75	\$ 180,345.39	\$ 92,341.20	\$ -	\$ 1,324,497.43	
Jul-22	143-Food Service	\$ 1,324,497.43	\$ (92.02)	\$ 39,491.95	\$ 91,272.24	\$ -	\$ 1,272,625.12	
Aug-22	143-Food Service	\$ 1,272,625.12	\$ (79.98)	\$ 6,319.69	\$ 132,603.91	\$ -	\$ 1,146,260.92	
Sep-22	143-Food Service	\$ 1,146,260.92	\$ (115.56)	\$ 23,750.71	\$ 195,605.59	\$ -	\$ 974,290.48	
Oct-22	143-Food Service	\$ 974,290.48	\$ (49.66)	\$ 387,826.51	\$ 211,392.08	\$ -	\$ 1,150,675.25	
Nov-22	143-Food Service	\$ 1,150,675.25	\$ (41.25)	\$ 190,608.64	\$ 151,276.52	\$ -	\$ 1,189,966.12	
Dec-22	143-Food Service	\$ 1,189,966.12	\$ (49.66)	\$ 186,190.40	\$ 196,307.62	\$ -	\$ 1,179,799.24	
Jan-23	143-Food Service	\$ 1,179,799.24	\$ (47.56)	\$ 143,934.00	\$ 151,925.63	\$ -	\$ 1,171,760.05	
Feb-23	143-Food Service	\$ 1,171,760.05	\$ (49.30)	\$ 236,047.66	\$ 190,125.88	\$ -	\$ 1,217,632.53	
Mar-23	143-Food Service	\$ 1,217,632.53	\$ (70.29)	\$ 184,122.24	\$ 213,034.99	\$ -	\$ 1,188,649.49	

2022-2023							Commission	
	145 - Virtual School	Beginning Balance	Adjustments	Receipts	Disburse-ments	Transfer	Ending Balance	
Apr-22	145- TNVA	\$ 5,596,755.05	\$ -	\$ 1,537,397.00	\$ 2,813,010.00	\$ -	\$ 4,321,142.05	
May-22	145- TNVA	\$ 4,321,142.05	\$ -	\$ -	\$ 3,106,505.00	\$ -	\$ 1,214,637.05	
Jun-22	145- TNVA	\$ 1,214,637.05	\$ -	\$ 1,537,397.00	\$ -	\$ -	\$ 2,752,034.05	
Jul-22	145- TNVA	\$ 2,752,034.05	\$ -	\$ 918,008.22	\$ 1,420,980.00	\$ -	\$ 2,249,062.27	
Aug-22	145- TNVA	\$ 2,249,062.27	\$ -	\$ 2,033,779.00	\$ 2,249,062.28	\$ -	\$ 2,033,778.99	
Sep-22	145- TNVA	\$ 2,033,778.99	\$ -	\$ 2,033,779.00	\$ 1,881,965.67	\$ -	\$ 2,185,592.32	
Oct-22	145- TNVA	\$ 2,185,592.32	\$ -	\$ 2,033,779.00	\$ -	\$ -	\$ 4,219,371.32	
Nov-22	145- TNVA	\$ 4,219,371.32	\$ -	\$ 2,033,779.00	\$ 1,863,176.80	\$ -	\$ 4,389,973.52	
Dec-22	145- TNVA	\$ 4,389,973.52	\$ -	\$ 2,033,779.00	\$ 3,726,353.60	\$ -	\$ 2,697,398.92	
Jan-23	145- TNVA	\$ 2,697,398.92	\$ -	\$ 2,093,951.55	\$ 1,863,176.80	\$ -	\$ 2,928,173.67	
Feb-23	145- TNVA	\$ 2,928,173.67	\$ -	\$ 2,033,779.00	\$ 1,864,004.80	\$ -	\$ 3,097,947.87	
Mar-23	145- TNVA	\$ 3,097,947.87	\$ -	\$ 2,033,779.00	\$ 2,027,176.80	\$ -	\$ 3,104,550.07	

**DIRECTOR OF FINANCE
MONTHLY REPORT**

2022-2023							Commission	
	177-Education Capital Projects	Beginning Balance	Adjustments	Receipts	Disburse-ments	Transfer	Ending Balance	
Apr-22	177-ED CAP Pro	\$ 6,695,807.97	\$ -	\$ -	\$ 8,085.00	\$ -	\$ 6,687,722.97	
May-22	177-ED CAP Pro	\$ 6,687,722.97	\$ -	\$ 2.00	\$ 68,629.00	\$ -	\$ 6,619,095.97	
Jun-22	177-ED CAP Pro	\$ 6,619,095.97	\$ -	\$ 3,531,625.25	\$ 160,615.00	\$ -	\$ 9,990,106.22	
Jul-22	177-ED CAP Pro	\$ 9,990,106.22	\$ -	\$ -	\$ 94,792.95	\$ -	\$ 9,895,313.27	
Aug-22	177-ED CAP Pro	\$ 9,895,313.27	\$ -	\$ -	\$ 60,920.20	\$ -	\$ 9,834,393.07	
Sep-22	177-ED CAP Pro	\$ 9,834,393.07	\$ -	\$ -	\$ 647,187.36	\$ -	\$ 9,187,205.71	
Oct-22	177-ED CAP Pro	\$ 9,187,205.71	\$ -	\$ -	\$ 14,985.00	\$ -	\$ 9,172,220.71	
Nov-22	177-ED CAP Pro	\$ 9,172,220.71	\$ -	\$ -	\$ 139,700.03	\$ -	\$ 9,032,520.68	
Dec-22	177-ED CAP Pro	\$ 9,032,520.68	\$ -	\$ 73,684.30	\$ 110,838.87	\$ -	\$ 8,995,366.11	
Jan-23	177-ED CAP Pro	\$ 8,995,366.11	\$ -	\$ -	\$ 29,436.82	\$ -	\$ 8,965,929.29	
Feb-23	177-ED CAP Pro	\$ 8,965,929.29	\$ -	\$ -	\$ 153,062.50	\$ -	\$ 8,812,866.79	
Mar-23	177-ED CAP Pro	\$ 8,812,866.79	\$ -	\$ -	\$ 32,877.61	\$ -	\$ 8,779,989.18	

UNION COUNTY GOVERNMENT															
EXPENDITURE REPORT															
FOR MONTH ENDING MARCH 2023															
MAJOR FUNCTIONS															
FUND 101-GENERAL FUND	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD TOTAL	BUDGET	PRCT
51300 MAYOR	12,821	21,940	15,123	17,127	14,906	14,938	15,089	14,954	23,096				149,995	207,417	72%
51500 ELECTION COMMISSION	31,359	42,653	11,484	14,284	32,722	54,927	11,117	(15,215)	15,375				191,905	251,544	76%
51600 REGISTER OF DEEDS	10,169	17,926	15,215	11,251	12,436	13,668	11,800	11,815	19,722				124,002	201,607	62%
51800 COUNTY BUILDINGS	151,491	33,519	18,281	25,294	20,724	22,642	20,416	26,583	35,727				357,678	432,826	83%
51900 GENERAL ADMINISTRATIVE	6,161	5,077	5,244	2,790	3,316	240,275	2,897	3,531	6,712				276,004	357,551	77%
52100 ACCOUNTING & BUDGET	50,670	37,262	25,473	25,691	24,838	26,676	27,585	36,599	41,782				296,575	411,276	72%
52300 PROPERTY ASSESSOR	13,776	29,216	17,123	20,080	17,135	17,219	16,608	22,324	24,990				178,471	252,271	71%
52400 TRUSTEE	13,281	38,853	29,472	17,717	17,675	23,919	17,889	20,975	29,682				211,462	281,016	75%
52500 COUNTY CLERK	29,230	42,622	30,165	29,582	37,111	32,210	36,094	27,750	42,966				307,730	444,833	69%
53100 CIRCUIT COURT	41,835	31,889	19,009	18,613	18,174	23,183	22,048	19,619	30,646				225,017	330,301	68%
53300 SESSIONS COURT	9,704	11,645	10,138	10,339	10,403	10,339	10,519	10,735	15,659				99,483	154,866	64%
53400 CHANCERY	11,398	29,573	15,407	14,371	14,690	15,086	14,703	15,159	22,373				152,760	200,263	76%
54110 SHERIFF	134,129	203,950	131,931	136,751	96,246	134,027	133,062	139,210	198,249				1,307,555	1,893,993	69%
54120 SPECTAL PATROLS	26,777	58,181	53,514	59,377	55,883	46,667	39,104	44,299	56,344				440,147	571,285	77%
54210 JAIL	86,485	150,058	108,076	89,178	121,099	113,825	108,371	102,029	142,967				1,022,082	1,415,342	72%
54240 JUVENILE SERVICES	5,236	11,082	8,039	8,529	6,040	11,398	9,141	8,341	13,556				81,362	123,078	66%
54610 MEDICAL EXAMINER	-	1,900	-	5,700	5,700	1,900	1,900	11,400	2,018				30,518	50,000	61%
55110 HEALTH CENTER	15,252	2,718	3,062	2,462	2,213	3,569	3,161	3,152	3,942				39,529	58,500	68%
55732 CONVENIENCE CENTER	15,250	15,250	22,331	15,250	35,250	19,250	19,250	19,250	19,250				180,331	234,000	77%
56300 SENIOR CENTER	13,698	11,527	11,977	7,923	7,542	10,022	9,560	8,319	12,888				93,456	134,093	70%
56500 LIBRARY	7,144	17,168	12,439	15,197	15,094	14,690	12,230	16,697	28,561				137,221	209,628	65%
TOTAL MAJOR FUNCTIONS	684,065	814,010	563,505	545,499	569,198	850,430	542,534	547,528	786,506	-	-	-	5,903,284	8,215,690	72%
TOTAL NON-MAJOR FUNCTIONS	110,877	209,718	50,477	48,218	40,878	64,059	83,247	101,143	113,451	-	-	-	822,067	1,314,382	63%
TOTAL GOVERNMENT	794,942	1,023,727	613,982	593,717	610,076	914,489	625,790	648,671	899,957	-	-	-	6,725,351	9,530,172	71%
OTHER FUNDS															
FUND 118 AMBULANCE SERVICE	142,462	141,442	137,949	136,046	198,866	180,019	138,699	138,865	135,995				1,350,342	1,923,941	70%
FUND 122-DRUG FUND	2	2,687	3	9,541	4	7,492	3,221	5,117	10,324				40,391	70,290	57%

UNION COUNTY GOVERNMENT															
EXPENDITURE REPORT															
FOR MONTH ENDING MARCH 2023															
MINOR FUNCTIONS															
FUND 101-GENERAL FUND	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD TOTAL	BUDGET	PRCT
51100 COUNTY COMMISSION	8,612	2,161	6,635	13,815	8,612	8,612	8,612	8,612	8,612				74,283	114,970	65%
51210 EQUALIZATION BOARD	-	-	250	-	-	-	-	-	-				250	800	31%
51220 BEER BOARD	-	444	225	-	-	-	-	153	343				1,165	2,350	50%
51400 COUNTY ATTORNEY	-	938	1,861	-	-	946	990	930	930				6,535	13,628	48%
51710 PLANNING COMMISSION	540	971	540	863	431	1,457	431	971	1,780				7,982	13,322	60%
52900 TRUSTEE COMMISSION	6,169	3,660	5,480	10,456	9,634	23,440	13,149	24,697	6,082				101,775	120,000	85%
53930 VICTIMS ASSESSMENT	-	4,407	210	1,875	-	300	-	(1,330)	545				6,006	20,110	30%
54150 DRUG ENFORCEMENT	-	-	-	-	-	-	-	(1,051)	(1,051)				-	-	#DIV/0!
54310 FIRE PREVENTION	25,000	35,000	-	-	-	-	-	30,000	-				90,000	90,000	100%
54420 RESCUE SQUAD	-	-	15,885	-	-	-	-	-	-				15,885	25,000	63%
54490 OTHER EMERGENCY MGMT	-	-	-	-	-	-	-	-	-				-	152,416	0%
55190 OTHER LOCAL HEALTH	5,644	10,540	6,700	7,098	9,082	10,330	9,635	10,264	14,879				84,172	182,400	46%
55390 APPROPRIATION TO STATE	-	-	-	-	-	-	-	-	23,500				23,500	23,500	100%
55710 SANITATION MGMT	799	990	722	455	722	893	455	722	986				6,743	15,300	44%
56700 PARKS AND FAIR BOARDS	260	661	1,077	1,769	320	344	8,319	1,491	32,306				46,547	68,000	68%
57100 AGRICULTURE EXTENSION	877	19,996	751	589	1,893	5,489	37,037	2,780	2,683				62,076	116,505	53%
57300 FOREST SERVICE	-	-	-	-	500	-	-	-	-				500	500	100%
57500 SOIL CONSERVATION	3,381	6,415	4,660	4,643	4,501	5,669	4,911	5,544	6,344				46,071	86,338	53%
58300 VETERAN'S SERVICES	1,513	2,320	1,962	1,513	1,705	1,513	1,522	1,520	2,927				15,895	20,839	76%
58400 OTHER CHARGES-NONPROFIT	-	115,937	-	1,500	-	-	5,000	7,500	9,000				138,937	138,937	100%
58600 EMPLOYEE BENEFITS	55,407	-	-	-	-	-	-	-	-				55,407	55,407	100%
58801 COVID 19 GRANT #1	-	-	-	-	-	-	-	-	-				-	-	#DIV/0!
58900 MISCELLANEOUS	-	-	-	-	-	-	-	-	-				-	17,550	0%
64000 LITTER AND TRASH COLLECT	2,671	6,270	3,720	3,644	3,467	5,096	3,245	5,113	5,309				38,533	54,610	71%
99100 TRANSFERS OUT	-	-	-	-	-	-	-	-	-				-	-	#DIV/0!
91110 GENERAL ADMINISTRATION	-	-	-	-	-	-	-	1,125	(1,125)				-	-	#DIV/0!
TOTAL NON-MAJOR FUNCTIONS	110,877	209,718	50,477	48,218	40,878	64,059	83,247	101,143	113,451	-	-	-	822,067	1,314,382	63%
OTHER FUNDS															
FUND 125-OTHER GENERAL GOVERNMENT SPECIAL REVENUE	-	-	225,000	-	-	187,566	5,580	52,326	87,786				558,258	3,879,327	14%
FUND 131-HIGHWAY	122,550	242,521	315,984	342,576	198,421	122,441	92,457	96,581	134,072				1,657,361	3,299,376	50%
FUND 151-DEBT SERVICE	47,387	43,375	32,777	47,868	47,530	48,605	47,773	48,967	288,357				656,639	852,887	77%
FUND 171-COUNTY GENERAL CAPITAL PROJECTS	1,198	780	12,463	2,459	8,696	9,806	620,225	87,618	119,801				863,046	2,812,213	31%
FUND 172-COMMUNITY DEVELOPMENT/INDUSTRIAL PARK	-	-	-	-	-	-	-	-	-				-	-	#DIV/0!

UNION COUNTY SCHOOLS															
EXPENDITURE REPORT															
FOR MONTH ENDING MARCH 2023															
FUND 141-GP SCHOOLS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD TOTAL	BUDGET	PRCT
7100-REGULAR INSTRUCTION	17,863	96,453	996,292	1,158,218	1,004,848	982,438	984,199	1,035,230	964,797				8,111,343	13,509,282	60%
7100-SPECIAL EDUC PROG	6,043	147,654	171,117	149,551	141,718	136,305	146,665	154,227	161,262				1,214,541	2,221,901	55%
7100-VOCATIONAL ED	15,997	103,550	102,740	80,667	90,254	113,028	118,691	115,890	95,857				836,675	1,410,770	59%
7110-ATTENDANCE	47	47	47	699	316	200	47	143	47				1,594	116,328	1%
7210-HEALTH SERVICES	9,583	15,643	72,921	57,683	17,549	36,090	36,769	36,322	37,752				320,312	447,098	72%
7210-GUIDANCE	94	6,745	76,709	75,289	31,899	69,734	86,843	73,362	70,997				491,675	965,543	51%
7210-REGULAR ED SUPPORT	33,964	71,047	80,494	85,935	58,218	83,717	76,217	66,119	84,967				660,689	965,139	68%
7210-SPECIAL ED SUPPORT	44,315	50,732	120,305	75,759	54,395	92,568	55,234	51,436	61,731				610,683	867,683	70%
7210-VOCATION SUPPORT	11,651	12,517	15,280	12,909	13,312	13,687	13,730	13,558	15,272				121,917	172,654	71%
7220-TECHNOLOGY	51,484	74,887	56,969	71,970	58,180	40,434	41,053	40,128	55,763				500,869	679,212	74%
7230-BOARD OF EDUCATION	263,048	21,793	31,411	17,976	15,407	38,835	30,163	33,919	31,175				466,739	525,703	89%
7230-DIRECTOR OF SCHOOLS	16,343	12,614	14,615	14,417	10,859	9,903	10,092	12,795	31,908				133,546	168,772	79%
7240-PRINCIPALS	15,693	188,169	208,220	182,306	189,421	189,677	190,434	188,675	210,407				1,583,002	2,297,886	69%
7250-FISCAL SERVICES	601	(800)	-	-	-	-	-	-	-				-	261,180	0%
7260-OPERATION OF PLANT	314,597	173,724	247,409	173,226	170,645	190,844	200,073	200,981	231,439				1,902,936	2,504,443	76%
7260-MAINTENANCE OF PLANT	23,155	45,199	54,449	33,775	39,059	30,642	23,711	34,286	42,258				326,528	456,772	71%
7270-TRANSPORTATION	71,129	89,766	107,151	97,964	97,759	94,506	94,731	93,042	104,709				850,758	1,160,570	73%
7100-FOOD SERVICE	-	-	-	-	-	-	-	-	-				-	-	#DIV/0!
7300-COMMUNITY SERVICES	5,519	12,243	13,000	12,002	12,002	12,096	12,125	12,133	13,114				104,224	172,086	61%
7400-EARLY CHILDHOOD ED	2,787	28,327	37,632	39,126	35,001	29,500	36,308	30,100	37,219				276,020	446,568	62%
8130-DEBT SERVICE	-	-	-	-	-	-	-	-	280,438				280,438	283,500	99%
9910-TRANSFERS-OUT	-	-	-	-	-	-	-	-	-				-	-	#DIV/0!
TOTAL FUND 141	958,616	2,021,310	2,399,781	2,339,472	2,040,845	2,164,213	2,157,088	2,192,047	2,521,115				18,794,486	29,635,090	63%

UNION COUNTY SCHOOLS															
EXPENDITURE REPORT															
FOR MONTH ENDING MARCH 2023															
FUND 142-FEDERAL FUNDS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD TOTAL	BUDGET	PRCT
011-CONSOLIDATED ADMIN	12,243	13,765	6,511	5,649	4,336	4,664	6,221	13,648	15,511				82,651	189,939	44%
101-TITLE I	15,869	62,329	92,117	106,295	140,688	85,665	100,100	73,524	90,442				767,029	1,267,149	61%
170-ATSDJ ADDITIONAL TARGETED SUPPORT	-	-	-	-	-	-	-	-	-				-	75,000	0%
201-TITLE II	2,195	8,658	6,656	5,140	5,109	10,821	7,216	6,030	5,566				57,392	178,275	32%
301-TITLE III	-	80	553	346	675	-	30	3,498	1,937				7,119	24,741	29%
401-TITLE IV	-	2,219	2,382	8,645	5,111	4,510	12,109	4,155	11,749				50,948	115,053	44%
501-TITLE V	47	6,781	12,169	6,944	6,862	6,904	6,920	6,839	9,984				63,450	175,788	36%
701-ARP HOMELESS 2.0	-	108	1,449	-	648	1,511	768	1,617	432				6,532	25,351	26%
801-CARL PERKINS	641	5,199	9,224	13,283	2,062	7,773	4,741	680	3,723				47,327	83,925	56%
892-ACCESS FOR ALL LEARNING NETWORK	-	-	-	-	-	-	-	-	-				-	50,000	0%
901-IDEA	30,968	86,711	99,230	144,120	135,863	98,581	132,547	146,754	137,258				1,012,050	1,722,988	59%
902-ARP IDEA PART B	-	6,122	6,122	(12,243)	-	-	-	-	-				-	10,242	0%
911-IDEA PRESCHOOL	-	4,671	4,684	4,538	4,468	4,357	1,238	1,640	1,386				27,002	52,065	52%
912-ARP IDEA PRESCHOOL	-	-	-	-	-	-	-	-	-				-	10,552	0%
930-Fiscal Prerequisite Supports	-	-	8,320	-	-	-	-	-	-				8,320	55,875	15%
931-ESSER	-	-	-	-	-	-	-	-	-				-	-	#DIV/0!
932-CARES Act LEA Response	-	-	-	-	-	-	-	-	-				-	-	#DIV/0!
924-ESSER 2.0	12,500	89,794	66,156	60,392	43,081	45,273	100,605	32,114	53,962				503,877	1,228,702	41%
933-ESSER 3.0	16,684	95,482	206,954	150,384	86,418	106,911	54,600	85,030	87,772				890,354	6,689,515	13%
936-ESSER Planning Grant	3,588	3,588	3,382	25,162	-	16,872	-	-	-				54,593	88,026	62%
937-Math Implementation Support Grant	-	-	-	-	-	-	-	-	-				-	71,250	0%
938-TN All Corps Grant	-	-	-	-	37,300	314	577	(1)	-				38,190	289,100	13%
939-Best for All	55,907	-	-	28,268	-	-	-	-	-				84,275	109,013	77%
940-Epidemiology & Laboratory Capacity (ELC)	-	69,102	31,848	(38,037)	15,957	17,533	15,729	15,421	15,692				143,245	222,160	64%
941-Resilient Schools Community Grant	-	-	-	-	-	-	-	-	-				-	99,266	0%
950-Participant Literacy Network Grant (HQIM)	-	-	-	-	-	18,200	2,812	18,200	7,773				46,985	95,200	50%
951-LITERACY NETWORK GRANT	-	-	-	-	-	-	-	-	40,000				40,000	40,000	100%
952-LITERACY TRAINING TEACHER STIPEND	-	-	19,282	2,000	2,718	-	-	-	-				24,000	24,000	100%
TOTAL FUND 142	150,644	454,609	577,058	510,985	491,347	431,897	446,463	409,146	483,188				3,955,338	12,980,195	30%
FUND 143-CENTRAL CAFETERIA	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD TOTAL	BUDGET	PRCT
7100-FOOD SERVICE	8,171	135,346	254,851	164,038	150,880	161,760	140,657	193,076	223,312				1,452,090	2,063,581	70%
FUND 145-OTHER ED-TNVA	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD TOTAL	BUDGET	PRCT
VIRTUAL ACADEMY	(805,245)	824,034	1,863,177	1,863,177	1,863,177	1,863,177	1,863,177	1,864,005	2,027,177				13,225,854	20,363,295	65%
FUND 177-CAPITAL PROJECTS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD TOTAL	BUDGET	PRCT
EDUCATION CAPITAL PROJECTS	7,985	-	512,471	7,929	11,956	20,614	9,537	50,250	27,865				648,627	722,684	90%

UNION COUNTY GOVERNMENT														REVENUE REPORT		
FOR MONTH ENDING MARCH 2023																
FUND 101-GENERAL FUND	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD TOTAL	BUDGET	PRCT	
40000 LOCAL TAXES	13,746	134,879	279,602	502,115	281,532	1,175,215	509,618	1,149,027	297,302				4,343,135	4,526,118	95%	
41000 LICENSES AND PERMITS	4,375	10,300	6,725	4,700	5,200	11,925	4,525	47,828	5,638				100,366	122,152	82%	
42000 FINES, FORFEITURES AND PENALTIES	-	5,156	4,516	6,668	4,237	5,662	4,396	5,153	8,893				44,123	70,236	63%	
43000 CHARGES FOR CURRENT SERVICES	7,018	11,525	13,480	15,823	49,331	34,347	65,166	41,049	36,567				276,505	611,335	45%	
44000 OTHER LOCAL REVENUES	7,629	17,333	19,141	8,418	10,092	11,105	244,608	2,497	5,773				317,775	323,354	98%	
45000 FEES RECEIVED FROM COUNTY OFFICIALS	12,435	71,620	85,896	78,717	68,259	97,115	86,529	102,845	61,277				645,288	981,601	66%	
46000 STATE OF TENNESSEE	(47,529)	109,839	43,070	25,790	495,973	15,269	878,778	342,311	68,636				1,228,728	1,666,591	74%	
47000 FEDERAL GOVERNMENTS	(5,747)	6,484	2,116	7,583	11,163	6,628	16,242	1,128					45,598	86,834	53%	
49000 OTHER SOURCES	-	-	-	-	34,333	-	6,827	-	-				30,999	14,333	146%	
TOTAL GOVERNMENT	(8,674)	367,536	445,168	646,138	940,184	1,358,676	1,316,516	1,493,799	484,168				7,043,508	8,602,553	82%	
FUND 118-AMBULANCE SERVICE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD TOTAL	BUDGET	PRCT	
40000 LOCAL TAXES	1,742	2,290	19,863	28,469	23,627	143,892	25,659	142,903	29,363				475,814	479,932	100%	
43000 CHARGES FOR CURRENT SERVICES	(17,767)	80,795	92,190	79,421	121,964	73,161	88,869	89,263	122,254				726,630	1,117,500	65%	
44000 OTHER LOCAL REVENUES	424	-	-	-	4,288	57	48,684	3,714					58,167	57,112	102%	
47000 FEDERAL GOVERNMENTS	-	-	-	-	-	-	-	-	-				-	-	#DIV/0!	
49000 OTHER SOURCES	-	-	-	-	-	-	-	-	-				-	-	#DIV/0!	
TOTAL AMBULANCE SERVICE	(15,601)	83,086	112,252	129,891	149,884	219,111	194,212	235,880	151,916				1,260,631	1,650,544	76%	
FUND 131-HIGHWAY FUND	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD TOTAL	BUDGET	PRCT	
40000 LOCAL TAXES	1,162	1,528	14,733	63,845	17,709	109,546	64,220	107,141	21,921				402,101	446,638	90%	
43000 CHARGES FOR CURRENT SERVICES	-	-	-	-	-	-	-	-	-				-	-	#DIV/0!	
44000 OTHER LOCAL REVENUES	1,215	1,666	2,541	1,830	5,051	10,769	21,204	4,889	1,885				48,849	51,038	96%	
46000 STATE OF TENNESSEE	-	174,263	176,320	367,925	172,484	174,720	173,026	171,113	158,477				1,578,618	2,786,494	56%	
49000 OTHER SOURCES	5,268	-	-	-	-	-	-	-	-				5,268	5,008	104%	
TOTAL HIGHWAY FUND	7,585	179,457	193,795	433,660	199,240	295,064	258,750	283,144	182,081				2,032,776	3,299,576	62%	

UNION COUNTY BOARD OF EDUCATION														REVENUE REPORT		
FOR MONTH ENDING MARCH 2023																
FUND 141-GENERAL PURPOSE SCHOOLS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD TOTAL	BUDGET	PRCT	
40000 LOCAL TAXES	9,331	179,246	368,096	462,087	299,805	920,706	457,817	965,819	565,654				3,958,262	3,076,612	129%	
41000 LICENSES AND PERMITS	-	57	133	143	232	57	67	48	57				792	1,188	67%	
43000 CHARGES FOR CURRENT SERVICES	(1,443,817)	1,444,542	838	3,914	7,767	2,717	3,459	1,806	372				27,539	1,054,932	3%	
44000 OTHER LOCAL REVENUES	7,794	253	1,211	30,814	-	2,033	629	130	377				43,902	22,283	197%	
46000 STATE OF TENNESSEE	(369,075)	2,698,184	2,870,321	2,368,156	2,402,260	2,429,188	2,875,246	2,439,347	2,802,355				19,127,644	24,174,359	79%	
47000 FEDERAL GOVERNMENTS	(770,435)	185,939	24,664	10,383	35,365	8,507	39,761	26,442	18,492				160,577	254,668	64%	
49000 TRANSFERS IN	-	-	-	-	9,882	-	11,419	36,500	-				57,801	43,882	132%	
TOTAL GENERAL PURPOSE SCHOOLS	(1,966,206)	4,508,412	3,666,064	3,876,012	2,739,268	3,379,810	2,893,168	3,470,092	2,816,158				23,376,718	29,990,365	78%	
FUND 143-FOOD SERVICE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD TOTAL	BUDGET	PRCT	
43000 CHARGES FOR CURRENT SERVICES	-	3,185	23,751	10,720	13,893	9,906	8,781	9,538	10,996				90,349	84,180	96%	
44000 OTHER LOCAL REVENUES	-	-	-	-	331	1,041	474	662	372				2,820	3,741	75%	
46000 STATE OF TENNESSEE	-	-	-	-	-	-	-	14,522	-				14,522	17,000	85%	
47000 FEDERAL GOVERNMENTS	-	3,135	-	377,907	176,282	175,243	136,740	211,547	172,754				1,251,014	1,796,295	70%	
TOTAL FOOD SERVICE	-	6,320	23,751	387,817	190,514	186,190	143,934	236,048	184,122				1,358,705	1,911,156	71%	

b. Budget Amendments & Transfers

**UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Budget Committee April 18, 2023
FUND 101-GENERAL FUND**

Function	Obj	Cost Center	Elected Official	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
51800	141		County Buildings	Foremen	\$ 42,831.00		\$ 5,354.00	\$ 48,185.00
51800	204		County Buildings	State Retirement	\$ 3,279.00		\$ 1,200.00	\$ 4,479.00
51800	334		County Buildings	Maintenance Agreements	\$ 7,500.00	\$ (3,708.00)		\$ 3,792.00
51800	335	CSDWK	County Buildings	Maintenance And Repair Services-Buildings	\$ -		\$ 2,500.00	\$ 2,500.00
51900	312		General Admin	Contracts With Private Agencies	\$ 42,549.00	\$ (3,674.00)		\$ 38,875.00
51900	317		General Admin	Data Processing Services	\$ 4,820.00		\$ 500.00	\$ 5,320.00
51900	338		General Admin	Maintenance And Repair Services-Vehicles	\$ 1,000.00	\$ (500.00)		\$ 500.00
52100	207		Accounting	Medical Insurance	\$ 29,800.00	\$ (3,200.00)		\$ 26,600.00
52400	162		Trustee	Clerical Personnel	\$ 104,031.00	\$ (540.00)		\$ 103,491.00
52400	169		Trustee	Part-Time Personnel	\$ -		\$ 540.00	\$ 540.00
52500	188		County Clerk	Bonus Pay	\$ -		\$ 11,000.00	\$ 11,000.00
52500	207		County Clerk	Medical Insurance	\$ 19,981.00	\$ (1,060.00)		\$ 18,921.00
52500	320		County Clerk	Dues And Memberships	\$ 2,820.00		\$ 100.00	\$ 2,920.00
52500	335		County Clerk	Maintenance And Repair Services-Buildings	\$ 400.00		\$ 800.00	\$ 1,200.00
52500	355		County Clerk	Travel	\$ 3,900.00		\$ 1,000.00	\$ 4,900.00
52500	367		County Clerk	Maintenance And Repair Services - Records	\$ 18,000.00	\$ (1,800.00)		\$ 16,200.00
52500	435		County Clerk	Office Supplies	\$ 2,000.00	\$ (100.00)		\$ 1,900.00
53100	194		Circuit Court	Jury And Witness Expense	\$ 11,390.00	\$ (1,000.00)		\$ 10,390.00
53100	719		Circuit Court	Office Equipment	\$ 5,290.00		\$ 1,000.00	\$ 6,290.00
53300	162		General Sessions Court	Clerical Personnel	\$ 17,660.00	\$ (1,114.00)		\$ 16,546.00
53300	207		General Sessions Court	Medical Insurance	\$ 4,939.00		\$ 1,114.00	\$ 6,053.00
53400	207		Chancery Court	Medical Insurance	\$ 5,443.00		\$ 8,887.00	\$ 14,330.00
54110	140		Sheriff	Salary Supplements	\$ 18,000.00		\$ 1,200.00	\$ 19,200.00
54110	207		Sheriff	Medical Insurance	\$ 99,780.00	\$ (4,800.00)		\$ 94,980.00
54110	307		Sheriff	Communication	\$ 17,100.00		\$ 6,000.00	\$ 23,100.00
54110	317		Sheriff	Data Processing Services	\$ 6,749.00	\$ (6,000.00)		\$ 749.00
54110	322		Sheriff	Evaluation And Testing	\$ 1,500.00		\$ 250.00	\$ 1,750.00
54110	338		Sheriff	Maintenance And Repair Services-Vehicles	\$ 52,500.00		\$ 6,657.49	\$ 59,157.49
54110	425		Sheriff	Gasoline	\$ 113,232.00		\$ 1,025.50	\$ 114,257.50
54110	435		Sheriff	Office Supplies	\$ 10,200.00	\$ (250.00)		\$ 9,950.00
54120	106		Special Patrols	Deputy(les)	\$ 399,560.54		\$ 108.02	\$ 399,668.56
54120	201		Special Patrols	Social Security	\$ 2,461.42		\$ 6.70	\$ 2,468.12

**UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Budget Committee April 18, 2023
FUND 101-GENERAL FUND**

Function	Obj	Cost Center	Elected Official	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
54120	204		Special Patrols	State Retirement	\$ 15,907.13		\$ 4.32	\$ 15,911.45
54120	207		Special Patrols	Medical Insurance	\$ 38,236.00	\$ (790.00)		\$ 37,446.00
54120	212		Special Patrols	Employer Medicare	\$ 288.35		\$ 1.56	\$ 289.91
54210	207		Jail	Medical Insurance	\$ 38,236.00	\$ (6,400.00)		\$ 31,836.00
54210	399		Jail	Other Contracted Services	\$ 137,676.00		\$ 40,638.00	\$ 178,314.00
54210	599		Jail	Other Charges	\$ 47,516.00		\$ 20,000.00	\$ 67,516.00
54240	207		Juvenile Services	Medical Insurance	\$ 13,635.00		\$ 6,589.00	\$ 20,224.00
55110	307		Local Health Center	Communication	\$ 4,000.00		\$ 500.00	\$ 4,500.00
55110	335		Local Health Center	Maintenance And Repair Services-Buildings	\$ 5,400.00	\$ (500.00)		\$ 4,900.00
55110	422		Local Health Center	Food Supplies	\$ 650.00	\$ (200.00)		\$ 450.00
55110	435		Local Health Center	Office Supplies	\$ 1,360.00		\$ 200.00	\$ 1,560.00
55732	450		Convenience Centers	Tires And Tubes	\$ 6,000.00		\$ 1,081.00	\$ 7,081.00
56700	335	WALL	Parks And Fair	Maintenance And Repair Services-Buildings	\$ 1,000.00		\$ 2,000.00	\$ 3,000.00
56700	335		Parks And Fair	Maintenance And Repair Services-Buildings	\$ 4,500.00	\$ (2,000.00)		\$ 2,500.00
56700	336		Parks And Fair	Maintenance And Repair Services-Equipment	\$ 1,000.00		\$ 2,000.00	\$ 3,000.00
56700	426		Parks And Fair	General Construction Materials	\$ 15,500.00	\$ (2,000.00)		\$ 13,500.00
57100	317		Agricultural Extension S	Data Processing Services	\$ 2,187.00		\$ 566.00	\$ 2,753.00
57100	435		Agricultural Extension S	Office Supplies	\$ 1,300.00	\$ (566.00)		\$ 534.00
57500	351		Soil Conservation	Rentals	\$ 3,000.00		\$ 3,048.00	\$ 6,048.00
						\$ (40,202.00)	\$ 125,870.59	
							\$ 85,668.59	NET CHANGE
34525				Restricted For Public Safety	\$ (20,000.00)	Restricted for Jail		\$ -
34510				Restricted For General Government	\$ (11,000.00)	Restricted for Clerk		
44170				Miscellaneous Refunds	\$ (120.60)			
44170	RBGAS			Miscellaneous Refunds	\$ (1,025.50)			
46990	TIRE			Other State Revenues	\$ (1,081.00)			
49700				Insurance Recovery	\$ (6,657.49)			
39000				Unassigned	\$ (42,084.00)			
44570	CSDWK			Contributions & Gifts	\$ (2,500.00)			
46210				Law Enforcement Training Programs	\$ (1,200.00)			
							\$ (85,668.59)	

UNION COUNTY GOVERNMENT
 BUDGET AMENDMENT REQUEST
 Submitted to Budget Committee April 18, 2023
 FUND 101-GENERAL FUND

Function	Obj	Cost Center	Elected Official	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
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This request is to move funds to needed lines within appropriated budget, enter into budget funds received from POST, TNRM Tgrant and insurance recovery, move funds from restricted revenue into the budget, move from fund balance to cover the addition nurse in the jail and increase rent for Soil Consevation, and clean up budget lines as needed in preparation for year end

Attest:

Pam Ailor
 Pam Ailor
 Union County Clerk

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24th day of April, 2023

Jason Bailey
 Jason Bailey, Chairman
 Union County Mayor

Voting Aye	16
Voting Nay	0
Pass	0
Abstain	0



A **Motion** was made by **Dawn Flatford** and **Seconded** by **Angela Conner-Murphy** to approve the Budget Amendment for Fund 101-General Fund as presented.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Library Board April 10, 2023
To Be Submitted to Budget Committee April 18, 2023
FUND 101-GENERAL FUND-Library

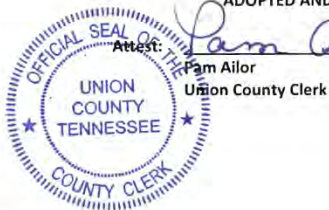
Function	Obj	Cost Center	Elected Official	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
56500	169	M	Libraries	Part-Time Personnel	\$ 2,992.00	\$ (2,329.00)		\$ 663.00
56500	169	S	Libraries	Part-Time Personnel	\$ 11,108.00	\$ (300.00)		\$ 10,808.00
56500	187	L	Libraries	Overtime Pay	\$ 500.00	\$ (250.00)		\$ 250.00
56500	187	M	Libraries	Overtime Pay	\$ 500.00	\$ (250.00)		\$ 250.00
56500	188	L	Libraries	Bonus Pay	\$ 750.00		\$ 2,855.00	\$ 3,605.00
56500	188	M	Libraries	Bonus Pay	\$ 1,000.00		\$ 2,964.00	\$ 3,964.00
56500	188	S	Libraries	Bonus Pay	\$ 250.00		\$ 1,373.00	\$ 1,623.00
56500	189	L	Libraries	Other Salaries & Wages	\$ 22,215.00	\$ (200.00)		\$ 22,015.00
56500	189	M	Libraries	Other Salaries & Wages	\$ 44,430.00	\$ (1,098.00)		\$ 43,332.00
56500	207	L	Libraries	Medical Insurance	\$ 9,461.00	\$ (4,065.00)		\$ 5,396.00
56500	207	M	Libraries	Medical Insurance	\$ 10,200.00	\$ (300.00)		\$ 9,900.00
56500	355	L	Libraries	Travel	\$ 775.00	\$ (679.00)		\$ 96.00
56500	355	M	Libraries	Travel	\$ 775.00	\$ (692.00)		\$ 83.00
56500	435	S	Libraries	Office Supplies	\$ -		\$ 300.00	\$ 300.00
56500	599	LUNIT	Libraries	Other Charges	\$ 1,500.00		\$ 750.00	\$ 2,250.00
56500	599	MUNIT	Libraries	Other Charges	\$ 1,000.00		\$ 500.00	\$ 1,500.00
56500	719	L	Libraries	Office Equipment	\$ 2,600.00		\$ 1,679.00	\$ 4,279.00
56500	719	M	Libraries	Office Equipment	\$ 5,700.00		\$ 992.00	\$ 6,692.00
					\$ -			
						\$ (10,163.00)	\$ 11,413.00	

NET CHANGE \$ 1,250.00

44570	LUNIT		Contributions & Gifts	\$ (750.00)	United Way	
44570	MUNIT		Contributions & Gifts	\$ (500.00)	United Way	\$ (1,250.00)

This request is to enter United Way contribution into budget and to transfer within appropriated budget

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24th day of April, 2023



Attest:
Pam Ailor
Pam Ailor
Union County Clerk

Jason Bailey
Jason Bailey, Chairman
Union County Mayor

Voting Aye	16
Voting Nay	0
Pass	0
Abstain	0

A **Motion** was made by **Ashley Mike** and **Seconded** by **R.L. Jones** to approve the Budget Amendments for Fund 101-General Fund-Library as presented.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

**UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST**
Submitted to Budget Committee April 18, 2023

FUND 122-DRUG FUND

Function	Obj	Cost Center	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
54150	431		Law Enforcement Supplies	\$ 30,500.00		\$ 500.00	\$ 31,000.00
					\$ -	\$ 500.00	
					\$ 500.00	NET CHANGE	

44570			Contributions & Gifts	\$ (500.00)			
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This request is to enter contribution into operating budget

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24th day of April, 2023

Attest:		
	Pam Ailor	Jason Bailey, Chairman
	Union County Clerk	Union County Mayor
		Voting Aye _____
		Voting Nay _____
		Pass _____
		Abstain _____

No Action was taken on Budget Amendment for Fund 122-Drug Fund.

**UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST**
Submitted to Road Commission April 03, 2023
To be submitted to Budget Committee April 18, 2023

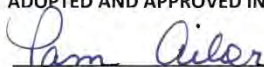
FUND 131-HIGHWAY FUND

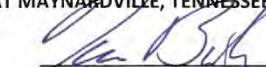
Function	Obj	Cost Center	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
61000	207		Medical Insurance	\$ 63,353.00		\$ 320.00	\$ 63,673.00
62000	207		Medical Insurance	\$ 164,378.00		\$ 1,104.00	\$ 165,482.00
62000	440		Pipe-Metal	\$ 22,000.00		\$ 9,805.00	\$ 31,805.00
63100	207		Medical Insurance	\$ 21,125.00		\$ 99.00	\$ 21,224.00
63300	207		Medical Insurance	\$ 6,193.00		\$ 72.00	\$ 6,265.00
65000	454		Water And Sewer	\$ 1,000.00	\$ (400.00)		\$ 600.00
65000	463		Testing	\$ 3,000.00	\$ (3,000.00)		\$ -
65000	513		Workman's Compensation Insurance	\$ 28,668.00	\$ (8,000.00)		\$ 20,668.00
					\$ (11,400.00)	\$ 11,400.00	
					\$ -	NET CHANGE	

				\$ -			
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This budget amendment request is to to move funds within the elected official's allotted budget
ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24th day of April, 2023

Attest:


Pam Ailor
Union County Clerk


Jason Bailey, Chairman
Union County Mayor

Voting Aye	16	
Voting Nay	0	
Pass	0	
Abstain	0	



A Motion was made by **Sidney Jessee, Jr.** and **Seconded** by **Eddie Simpson** to approve the Budget Amendments for Fund 131-Highway Fund as presented.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

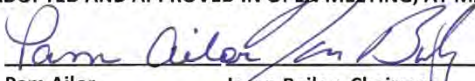
UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Budget Committee April 18, 2023
FUND 171-GENERAL CAPITAL PROJECTS FUND

Function	Obj	Cost Center	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
91100	426	BEACH	General Construction Materials	\$ -		\$ 30,000.00	\$ 30,000.00
91110	717	LAWN	Maintenance Equipment	\$ -		\$ 10,777.00	\$ 10,777.00
91150	408	STAGE	Concrete	\$ 10,000.00	\$ (10,000.00)		\$ -
91150	415	STAGE	Electricity	\$ 10,000.00	\$ (10,000.00)		\$ -
91150	426	STAGE	General Construction Materials	\$ 29,410.00		\$ 29,329.00	\$ 58,739.00
91150	454	STAGE	Water And Sewer	\$ 9,329.00	\$ (9,329.00)		\$ -
					\$ (29,329.00)	\$ 70,106.00	
					\$ 40,777.00	NET CHANGE	

44170	BEACH		Miscellaneous Refunds	\$ (30,000.00)	\$ (30,000.00)		
39000			Unassigned	\$ (10,777.00)			

This request is to move funding within the appropriated budget as needed and enter funds to purchase a lawn mower and to enter contributions Beach Island repair

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24th day of April, 2023

Attest: 
 Pam Ailor Jason Bailey, Chairman
 Union County Clerk Union County Mayor

Voting Aye	<u>15</u>
Voting Nay	<u>1</u>
Pass	<u>0</u>
Abstain	<u>0</u>



A **Motion** was made by **Bill Cox** and **Seconded** by **Dawn Flatford** to approve the Budget Amendments for Fund 171-General Capital Projects Fund as presented.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** Lynn Beeler. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education April 13, 2023
To be Submitted to Budget Committee April 18,2023
FUND 141-GENERAL PURPOSE SCHOOL

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	116		Teachers	\$ 9,402,965.00	\$ (207,221.00)		\$ 9,195,744.00
71100	163		Educational Assistants	\$ 329,826.00		\$ 29,292.00	\$ 359,118.00
71100	204		State Retirement	\$ 805,971.70	\$ (16,971.00)		\$ 789,000.70
71100	204		State Retirement	\$ -		\$ 14,800.00	\$ 14,800.00
71100	205		Employee And Dependent Insurance	\$ 11,441.00		\$ 9,774.00	\$ 21,215.00
71100	210		Unemployment Compensation	\$ 4,117.18		\$ 795.00	\$ 4,912.18
71100	212		Employer Medicare	\$ 4,148.59		\$ 693.41	\$ 4,842.00
71100	217		Retirement - Hybrid Stabilization	\$ 25,000.00		\$ 12,100.00	\$ 37,100.00
71100	322		Evaluation And Testing	\$ 55,000.00	\$ (55,000.00)		\$ -
71100	369		Cntrcts For Sub Teachers - Certified	\$ 141,019.50		\$ 30,000.00	\$ 171,019.50
71300	204		State Retirement	\$ 69,989.32		\$ 5,800.00	\$ 75,789.32
71300	207		Medical Insurance	\$ 108,271.00	\$ (6,043.00)		\$ 102,228.00
71300	210		Unemployment Compensation	\$ 320.32		\$ 55.00	\$ 375.32
71300	307		Communication	\$ 1,500.00		\$ 329.00	\$ 1,829.00
71300	369		Cntrcts For Sub Teachers - Certified	\$ 21,785.88		\$ 163.12	\$ 21,949.00
72110	105		Supervisor/Director	\$ 85,846.00		\$ 9,608.00	\$ 95,454.00
72120	105		Supervisor/Director	\$ 25,584.00		\$ 9,608.00	\$ 35,192.00
72120	198		Non-Certified Substitute Teachers	\$ 8,000.00		\$ 2,000.00	\$ 10,000.00
72120	210		Unemployment Compensation	\$ 168.00		\$ 58.00	\$ 226.00
72120	210		Unemployment Compensation	\$ 24,151.00	\$ (1,600.00)		\$ 22,551.00
72120	217		Retirement - Hybrid Stabilization	\$ -		\$ 1,600.00	\$ 1,600.00
72130	210		Unemployment Compensation	\$ 168.00		\$ 60.00	\$ 228.00
72130	207		Medical Insurance	\$ 71,203.00	\$ (10,000.00)		\$ 61,203.00
72130	217		Retirement - Hybrid Stabilization	\$ -		\$ 470.00	\$ 470.00
72130	320		Dues And Memberships	\$ -		\$ 2,500.00	\$ 2,500.00
72130	524		Staff Development	\$ -		\$ 200.00	\$ 200.00
72210	105		Supervisor/Director	\$ 356,834.00		\$ 350.00	\$ 357,184.00
72210	186		Longevity Pay	\$ -		\$ 980.00	\$ 980.00
72210	201		Social Security	\$ 29,982.00		\$ 146.00	\$ 30,128.00
72210	204		State Retirement	\$ 41,924.00		\$ 204.00	\$ 42,128.00

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education April 13, 2023
To be Submitted to Budget Committee April 18,2023
FUND 141-GENERAL PURPOSE SCHOOL

72210	207		Medical Insurance	\$ 63,036.00		\$ 2,511.00	\$ 65,547.00
72210	212		Employer Medicare	\$ 7,012.00		\$ 34.00	\$ 7,046.00
72210	320		Dues And Memberships	\$ 500.00		\$ 250.00	\$ 750.00
72210	355		Travel	\$ 14,000.00		\$ 5,000.00	\$ 19,000.00
72210	435		Office Supplies	\$ 15,000.00	\$ (5,000.00)		\$ 10,000.00
72250	105		Supervisor/Director	\$ -		\$ 80,595.00	\$ 80,595.00
72250	120		Computer Programmer(s)	\$ 118,026.00	\$ (45,033.00)		\$ 72,993.00
72250	189		Other Salaries & Wages	\$ 214,243.00	\$ (27,997.00)		\$ 186,246.00
72250	205		Employee And Dependent Insurance	\$ -		\$ 6,048.00	\$ 6,048.00
72310	162		Clerical Personnel	\$ 17,263.00		\$ 744.00	\$ 18,007.00
72310	191		Board And Committee Members Fees	\$ 2,856.00		\$ 46.00	\$ 2,902.00
72310	201		Social Security	\$ 1,520.00		\$ 52.00	\$ 1,572.00
72310	204		State Retirement	\$ 668.00		\$ 11.00	\$ 679.00
72310	513		Workman's Compensation Insurance	\$ 130,000.00		\$ 1,046.00	\$ 131,046.00
72320	101		County Official/Administrative Officer	\$ 113,619.00		\$ 11,229.00	\$ 124,848.00
72320	140		Salary Supplements	\$ 1,000.00	\$ (1,000.00)		\$ -
72320	186		Longevity Pay	\$ -		\$ 1,225.00	\$ 1,225.00
72320	201		Social Security	\$ 7,106.00		\$ 327.00	\$ 7,433.00
72320	204		State Retirement	\$ 9,960.00		\$ 997.00	\$ 10,957.00
72320	207		Medical Insurance	\$ 16,418.00	\$ (3,243.00)		\$ 13,175.00
72320	210		Unemployment Compensation	\$ 21.00		\$ 21.00	\$ 42.00
72320	212		Employer Medicare	\$ 1,662.00		\$ 77.00	\$ 1,739.00
72410	104		Principals	\$ 718,494.00		\$ 8,997.00	\$ 727,491.00
72410	139		Assistant Principals	\$ 417,399.00		\$ 17,918.00	\$ 435,317.00
72410	161		Secretary(s)	\$ 468,829.00		\$ 18,413.00	\$ 487,242.00
72410	201		Social Security	\$ 99,803.00		\$ 2,810.00	\$ 102,613.00
72410	204		State Retirement	\$ 131,915.00		\$ 3,626.00	\$ 135,541.00
72410	205		Employee And Dependent Insurance	\$ 17,161.00		\$ 983.00	\$ 18,144.00
72410	207		Medical Insurance	\$ 134,103.00	\$ (6,976.00)		\$ 127,127.00
72410	207	K12	Medical Insurance	\$ 13,950.00		\$ 466.00	\$ 14,416.00
72410	212		Employer Medicare	\$ 23,341.00		\$ 657.00	\$ 23,998.00
72610	210		Unemployment Compensation	\$ 872.82		\$ 1,286.74	\$ 2,159.56

**UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST**
Submitted to Board of Education April 13, 2023
To be Submitted to Budget Committee April 18,2023
FUND 141-GENERAL PURPOSE SCHOOL

72610	415		Electricity	\$ 683,922.15		\$ 72,999.85	\$ 756,922.00
72620	167		Maintenance Personnel	\$ 141,143.00		\$ 5,704.00	\$ 146,847.00
72620	186	NC	Longevity Pay	\$ 1,260.00	\$ (1,260.00)		\$ -
72620	201		Social Security	\$ 8,829.00		\$ 273.00	\$ 9,102.00
72620	204		State Retirement	\$ 9,954.00		\$ 311.00	\$ 10,265.00
72620	212		Employer Medicare	\$ 2,065.00		\$ 64.00	\$ 2,129.00
72620	336		Maintenance And Repair Services-Equipment	\$ 100,000.00		\$ 13,500.00	\$ 113,500.00
72620	338		Maintenance And Repair Services-Vehicles	\$ 5,000.00	\$ (3,500.00)		\$ 1,500.00
72710	146		Bus Drivers	\$ 85,520.28		\$ 122.57	\$ 85,642.85
72710	201		Social Security	\$ 11,661.30		\$ 7.60	\$ 11,668.90
72710	210		Unemployment Compensation	\$ 260.43		\$ 0.36	\$ 260.79
72710	212		Employer Medicare	\$ 2,725.79		\$ 1.78	\$ 2,727.57
72710	313		Contracts With Parents	\$ 13,000.00	\$ (10,000.00)		\$ 3,000.00
72710	315		Contracts With Vehicle Owners	\$ 856,875.00		\$ 100.00	\$ 856,975.00
72710	412		Diesel Fuel	\$ 30,000.00		\$ 10,000.00	\$ 40,000.00
73300	307		Communication	\$ -		\$ 1,200.00	\$ 1,200.00
					\$ (400,844.00)	\$ 401,239.43	
						\$ 395.43	NET CHANGE

This budget amendment request is to amend the budget for refunded services by other entities and to transfer within appropriated budget as needed

43570			Receipts From Individual Schools	\$ (232.31)		\$ (395.43)	\$ (0.00)
44170			Miscellaneous Refunds	\$ (163.12)			

**UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST**
Submitted to Board of Education April 13, 2023
To be Submitted to Budget Committee April 18,2023
FUND 141-GENERAL PURPOSE SCHOOL

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
72120	399	CSH	Other Contracted Services	\$ 1,000.00	\$ (1,000.00)		\$ -
72120	499	CSH	Other Supplies And Materials	\$ 1,741.00		\$ 1,000.00	\$ 2,741.00
72210	399	MARIJ	Other Contracted Services	\$ 36,795.00		\$ 12,498.85	\$ 49,293.85
72210	432	MARIJ	Library Books/Media	\$ 6,000.00	\$ (3,498.85)		\$ 2,501.15
71100	426	GELF	General Construction Materials	\$ -		\$ 8,500.00	\$ 8,500.00
71100	429	GELF	Instructional Supplies And Materials	\$ -		\$ 5,300.00	\$ 5,300.00
71100	711	GELF	Furniture And Fixtures	\$ -		\$ 1,000.00	\$ 1,000.00
71100	722	GELF	Regular Instruction Equipment	\$ -		\$ 700.00	\$ 700.00
72620	335	LSDWK	Maintenance And Repair Services-Buildings	\$ -		\$ 3,750.00	\$ 3,750.00
71100	499	STEM	Other Supplies And Materials	\$ -		\$ 7,790.00	\$ 7,790.00
					\$ (4,498.85)	\$ 40,538.85	
						\$ 36,040.00	NET CHANGE

This budget amendment request is to amend the budget to budget Governor's Early Learning Foundation grant awarded in FY21, to enter into budget additional funding received from the MARIJ Foundation, to enter into budget the TNRMT Safety grant, and STEM grant

47590		MARIJ	Other Federal Through State	\$ (9,000.00)			
39000		GELF	Unassigned	\$ (15,500.00)			
44990		LSDWK	Other Local Revenues	\$ (3,750.00)			
46990		STEM	Other State Revenues	\$ (7,790.00)		\$ (36,040.00)	\$ -

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24th day of April, 2023



Pam Ailor
Pam Ailor
Union County Clerk

Jason Bailey
Jason Bailey, Chairman
Union County Mayor

Voting Aye	16
Voting Nay	0
Pass	0
Abstain	0

A **Motion** was made by **Cheryl Walker** and **Seconded** by **Sidney Jessee, Jr.** to approve the Budget Amendments for Fund 141-General Purpose School as presented.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT
 BUDGET AMENDMENT REQUEST
 Submitted to Board of Education April 13, 2023
 To be Submitted to Budget Committee April 18,2023
 FUND 142-FEDERAL PROGRAMS - Sub Fund 011 - Consolidated Administration

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
72210	105		Supervisor/Director	\$ 92,090.00	\$ (900.00)		\$ 91,190.00
72210	162		Clerical Personnel	\$ 40,000.00		\$ 900.00	\$ 40,900.00
					\$ (900.00)	\$ 900.00	
						\$ -	NET CHANGE

				\$ -
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This transfer request is to move funds to necessary lines within the budget to cover current year increases

UNION COUNTY BOARD OF EDUCATION
 BUDGET AMENDMENT REQUEST
 Submitted to Board of Education April 13, 2023
 To be Submitted to Budget Committee April 18,2023
 FUND 142-Federal Programs - Sub Fund 101 - Improving the Academic Achievement of the Disadvantaged

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	429		Instructional Supplies And Materials	\$ 148,468.07	\$ (8,000.00)		\$ 140,468.07
71100	722		Regular Instruction Equipment	\$ 192,976.32		\$ 8,000.00	\$ 200,976.32
					\$ (8,000.00)	\$ 8,000.00	
						\$ -	NET CHANGE

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This transfer request is to move funds to necessary lines within the budget to purchase academic equipment needed.

**UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST**
Submitted to Board of Education April 13, 2023
To be Submitted to Budget Committee April 18,2023

FUND 142-FEDERAL PROGRAMS - Sub Fund 301 - English Language Learners

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	429	GRAIN	Instructional Supplies And Materials	\$ 3,274.20	\$ (2,154.64)		\$ 1,119.56
72210	524	GRAIN	Staff Development	\$ 1,000.00	\$ (1,000.00)		\$ -
71100	722	CONSO	Regular Instruction Equipment	\$ -		\$ 3,154.64	\$ 3,154.64
					\$ (3,154.64)	\$ 3,154.64	
					\$ - NET CHANGE		

This transfer request is to move funds to necessary lines to budget unused funds in the consortium for ELL equipment purchase.

**UNION COUNTY BOARD OF EDUCATION
BUDGET AMENDMENT REQUEST**
Submitted to Board of Education April 13, 2023
To be Submitted to Budget Committee April 18,2023

FUND 142-Federal Programs-Sub Fund 935-Elementary and Secondary School Emergency Relief (ESSER) 3.0

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
72210	210		Unemployment Compensation	\$ 168.00		\$ 42.00	\$ 210.00
72210	722		Regular Instruction Equipment	\$ 25,000.00	\$ (42.00)		\$ 24,958.00
					\$ (42.00)	\$ 42.00	
					\$ - NET CHANGE		

This transfer request is to maximize funds within the budget

**UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST**
Submitted to Board of Education April 13, 2023
To be Submitted to Budget Committee April 18,2023

FUND 142-Federal Programs-Sub Fund 936-ESSER Planning Grant

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
72210	189		Other Salaries & Wages	\$ 40,000.04	\$ (30,000.05)		\$ 9,999.99
72210	201		Social Security	\$ 2,480.00	\$ (2,066.67)		\$ 413.33
72210	210		Unemployment Compensation	\$ 42.00	\$ (42.00)		\$ -
72210	212		Employer Medicare	\$ 580.00	\$ (435.00)		\$ 145.00
72210	399		Other Contracted Services	\$ 44,924.20		\$ 32,543.72	\$ 77,467.92
					\$ (32,543.72)	\$ 32,543.72	
					\$ - NET CHANGE		

This transfer request is to maximize funds within the budget.

**UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST**
Submitted to Board of Education April 13, 2023
To be Submitted to Budget Committee April 18,2023

FUND 142-Federal Programs-Sub Fund 938-TN All Corps

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	189		Other Salaries & Wages	\$ 235,698.75	\$ (35,000.00)		\$ 200,698.75
71100	429		Instructional Supplies And Materials	\$ -		\$ 19,000.00	\$ 19,000.00
71100	449		Textbooks			\$ 8,000.00	\$ 8,000.00
73100	422		Food Supplies	\$ -		\$ 8,000.00	\$ 8,000.00
					\$ (35,000.00)	\$ 35,000.00	
					\$ - NET CHANGE		

This transfer request is to maximize funds within the budget.

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24th day of April, 2023



Pam Ailor
Pam Ailor
Union County Clerk

Jason Bailey
Jason Bailey, Chairman
Union County Mayor

Voting Aye	16
Voting Nay	0
Pass	0
Abstain	0

A **Motion** was made by **Eddie Simpson** and **Seconded** by **Gerald Simmons** to approve the Budget Amendments for Fund 142-Federal Programs as presented.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education April 13, 2023
To be Submitted to Budget Committee April 18, 2023
FUND 143-CENTRAL CAFETERIA

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
73100	165		Cafeteria Personnel	\$ 700,759.00		\$ 324.00	\$ 701,083.00
73100	201		Social Security	\$ 48,969.20		\$ 20.09	\$ 48,989.29
73100	204		State Retirement	\$ 55,329.62		\$ 22.65	\$ 55,352.27
73100	210		Unemployment Compensation	\$ 685.42		\$ 0.96	\$ 686.38
73100	212		Employer Medicare	\$ 11,461.75		\$ 4.70	\$ 11,466.45
					\$ -	\$ 372.40	
						\$ 372.40	NET CHANGE

44170			Miscellaneous Refunds	\$ (372.40)			
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This budget amendment request is to amend the budget for refunded services by other entities.

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education April 13, 2023
To be Submitted to Budget Committee April 18, 2023
FUND 143-CENTRAL CAFETERIA

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
73100	165		Cafeteria Personnel	\$ 700,183.00		\$ 57,692.00	\$ 757,875.00
73100	201		Social Security	\$ 48,931.25		\$ 3,577.00	\$ 52,508.25
73100	204		State Retirement	\$ 55,291.92		\$ 4,033.00	\$ 59,324.92
73100	210		Unemployment Compensation	\$ 686.38		\$ 360.00	\$ 1,046.38
73100	212		Employer Medicare	\$ 11,457.13		\$ 836.00	\$ 12,293.13
					\$ -	\$ 66,498.00	
						\$ 66,498.00	NET CHANGE

47111			USDA School Lunch Program	\$ (66,498.00)			
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This budget amendment request is increase entry level wage to \$12 per hour funded by state increase meal funding

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24th day of April, 2023



Pam Ailor
Pam Ailor
Union County Clerk

Jason Bailey
Jason Bailey, Chairman
Union County Mayor

Voting Aye	16
Voting Nay	0
Pass	0
Abstain	0

A **Motion** was made by **Cheryl Walker** and **Seconded** by **Ashley Mike** to approve the Budget Amendments for Fund 143-Central Cafeteria as presented.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

c. There was no **Surplus** presented in open meeting on April 24, 2023.

d. Contracts

State Proj : 87945-3450-94



Federal Proj : HSIP-8700(20)

RAILROAD AGREEMENT

THIS AGREEMENT is made and entered into by, and between the **State of Tennessee** acting through its Department of Transportation (hereinafter referred to as "TDOT"), **Knoxville & Cumberland Gap Railroad LLC** (hereinafter referred to as the "Railroad"), and **Union County** (hereinafter referred to as "The County").

WITNESSETH:

WHEREAS, TDOT plans to undertake Project Pin Number: **128634.75** described as **Miscellaneous Safety Improvements near Various Local Roads in Union County (Local Roads Safety Initiative)** at Mile Post 0021.070-CG, 0019.710-CG, 0018.580-CG, & 0018.460-CG (DOT#: 730726Y, 730722W, 730716T, & 730715L) near **Luttrell & Corryon** in Union County, Tennessee (hereinafter referred to as the "Highway Project"); and

WHEREAS, TDOT agrees to cooperate with the **County** and the Railroad in constructing the Highway Project, and to assume ownership and the responsibility to maintain the Highway Project; and

WHEREAS, the Railroad agrees to cooperate with TDOT and the **County** in the construction and maintenance of the Highway Project; and

WHEREAS, the **County** agrees to cooperate with TDOT and the Railroad in the construction and maintenance of the Highway Project; and

WHEREAS, the Railroad is eligible for reimbursement for accommodating the Highway Project under 23 CFR, Subparts 1401 and 646B, which are incorporated herein by reference; and

WHEREAS, for the Highway Project, in accordance with the preliminary engineering authorization fully executed by the parties on **June 27, 2022**, the Railroad has reviewed TDOT's Highway Project plans and prepared Railroad plans, specifications, and estimate of costs of equipment, material, and labor as required for the Railroad to accommodate construction of the Highway Project (hereinafter referred to as the "Railroad Engineering Services"); and

WHEREAS, the Railroad will be required to perform flagging and inspection services and other work to accommodate construction of the Highway Project in accordance with the Railroad's plans, specifications, and estimate of costs of equipment, material, and labor as approved by TDOT (hereinafter referred to as "Railroad Construction Phase Services"); and

WHEREAS, the Railroad Engineering Services and the Railroad Construction Phase Services shall hereinafter collectively be referred to as the "Railroad Services"; and

WHEREAS, for the Railroad Services, the Railroad has provided its estimate of costs, hereinafter referred to as the Force Account Estimate ("FAE"), dated **December 19, 2022**, which estimate is in the amount of **\$8,092,521**;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree to provide for the services necessary for the construction and maintenance of the Highway Project under the following terms and conditions:

1. The Railroad shall perform the Railroad Services provided for in this Agreement as provided in 23 CFR, Subpart 646B.
2. TDOT has approved the FAE dated **October 20, 2022**, which is attached hereto as **Exhibit A** and incorporated herein by reference and which separately lists the Railroad's estimated costs for Railroad Engineering Services and for Railroad Construction Phase Services. The Railroad's estimated costs for Railroad Engineering Services shown in the FAE include those costs incurred from and after the preliminary engineering authorization fully executed by the parties on **June 27, 2022**.
3. TDOT agrees to undertake the Highway Project in accordance with:
 - (a) Any required Special Provisions for Protection of Railway Interest (hereinafter referred to as the "Special Provisions") approved by the parties, which shall be attached hereto and incorporated herein as the next numbered Exhibit if applicable; and
 - (b) TDOT's plans for the above-referenced Highway Project (hereinafter referred to as the "Highway Plans") have been approved by the Railroad dated **October 10, 2022**. The approved Highway Plans may be subsequently supplemented or modified by TDOT, in which event they will be reviewed and approved by Railroad under the process described in subsection 3(c) or subsection 3(d).
 - (c) Should TDOT revise the approved Highway Plans in the ordinary course of business after the approval date indicated in subsection 3(b), TDOT agrees to forward such revised Highway Plans to the appropriate engineering officer of Railroad by email, by mail, or by reputable overnight courier service. Railroad agrees to notify TDOT by email, by mail, or by reputable overnight courier service within sixty (60) days after Railroad's receipt of the revised Highway Plans if Railroad has any objections to these plans or if Railroad approves the revised Highway Plans. In order to prevent delay of the Highway Project, the Railroad agrees to use its reasonable best efforts to review and approve any revised Highway Plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of any revised Highway Plans.
 - (d) If unforeseen events or unexpected conditions indicate an emergency need to revise the Highway Plans, TDOT agrees to forward such revised Highway Plans to the appropriate engineering office of Railroad by email, by

- mail, or by reputable overnight courier service. The Railroad agrees to use its reasonable best efforts to review and approve, or identify its objections to such revised Highway Plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such revised Highway Plans.
- (e) Railroad agrees that construction of the Highway Project in accordance with Highway Plans approved by the Railroad, including any approved revisions, shall not be construed as creating any conflict with or causing any damage to the Railroad's facilities or operations.
4. (a) The Railroad agrees to perform the Railroad Services in accordance with its estimate of cost, plans and specifications, as approved by TDOT, which shall be incorporated into this Agreement as described herein, and as otherwise contemplated by this Agreement.
- (b) Any change in the Railroad's approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Railroad to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.
5. The Railroad shall be reimbursed for its actual eligible costs up to the amounts listed in the FAE for Railroad Engineering Services and for Railroad Construction Phase Services. In the event that the parties agree that proposed Railroad costs above the amount(s) shown in the approved FAE are justified, the parties shall execute a supplement to this Agreement to incorporate a revised FAE. Upon full execution of such supplement, the Railroad then may incur additional costs in accordance with the FAE. In no event shall Railroad be eligible for reimbursement of ineligible costs or of costs not actually incurred.
6. (a) The Railroad agrees that it will perform the Railroad Construction Phase Services by one of the following methods (mark the appropriate space and describe as required):
- By force account (provided that the Railroad is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner)
 - By contract awarded to the lowest qualified bidder based on appropriate solicitation
 - By use of an existing continuing contract (provided that the costs are reasonable)
 - By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as described below:
 - By force account (provided that the Railroad is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner)
 - By use of an existing continuing contract (provided that the costs are reasonable)
- (b) Whenever the Railroad elects to perform the Railroad Construction Phase Services by award of a contract, it shall submit the same to TDOT for prior approval, which approval shall not be unreasonably withheld. TDOT

- may not be required to reimburse the Railroad for its obligation under any contract that has not received the advance written approval of TDOT.
- (c) The Railroad shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Construction Phase Services to anyone other than TDOT. The Railroad hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.
- (d) Neither the Railroad nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Construction Phase Services to be performed under a contract to be awarded by the Railroad. The Railroad further agrees that no employee, officer, or agent of the Railroad shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Railroad Construction Phase Services if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform the Railroad Construction Phase Services for this Highway Project. Neither the Railroad nor any affiliate, subsidiary, employee, officer, or agent of the Railroad shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.
- (e) The Railroad must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Construction Phase Services, which approval shall not be unreasonably withheld. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Construction Phase Services.
- (f) The Railroad agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Railroad agrees that all products used in the Railroad's adjustment work that are manufactured of steel or iron - shall be manufactured in the United States, or shall comply with an exception allowable under 23 USC § 313 and 23 CFR § 635.410. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the Railroad's adjustment work are manufactured. TDOT agrees that Railroad may rely on certifications provided by suppliers in connection with compliance with this paragraph.
7. TDOT or its contractor shall notify the Railroad in writing at least ten (10) days in advance of beginning construction of the Highway Project on any part of the Railroad's rights-of-way, as provided in the Special Provisions.

8. TDOT shall require its contractor to carry a performance bond in the full amount of the contract price, guaranteeing the satisfactory completion of the Highway Project covered by the Agreement. In addition, TDOT shall require the contractor to carry each of the following types of insurance, as provided in 23 CFR, Subpart 646A, and as may be further specified in the Special Provisions:
 - (a) Contractor's public liability and property damage insurance, and
 - (b) Railroad's protective public liability and property damage liability insurance, and
 - (c) Workmen's compensation and employer's liability insurance.
9. The Railroad shall have the right during construction to inspect the Highway Project for inconsistencies with the Highway Plans, as revised if applicable, and such further rights to inspect as may be specified in the Special Provisions. The Railroad shall immediately notify TDOT of any such inconsistencies.
10. For the portion(s) of the Highway Project involving Crossing(s) DOT# 730726Y, 730722W, 730716T, & 730715L, the provisions of this subsection shall apply. The Railroad, to the extent that its present rights, titles, and interest permit or enable it to do so and without warranty, hereby acknowledges and agrees that the County shall be allowed to construct the Highway Project in accordance with the Highway Plans approved by Railroad in the manner outlined in Section 3 and the said Special Provisions described in Section 3(a) of this Agreement, and that the County shall be allowed to maintain the completed Highway Project, subject to the following conditions:
 - i. As shown on the Highway Plans, access to the area designated as "construction access" is agreed to for the purpose of demolition and construction and shall terminate upon completion of the Highway Project construction. As shown on the Highway Plans, the area designated as "crossing agreement" is the area needed to accommodate the operation, inspection, and maintenance of the highway, including a maintenance area fifteen feet (15) outside the edge of pavement, subject to such requirements to protect the Railroad's rail operations and maintenance as the parties shall reasonably agree.
 - ii. The Railroad shall continue to own all right, title and interest in its rail operation facilities. Railroad shall also reserve all rights in the facilities or properties that Railroad owns or possesses at any time prior to the commencement of the Highway Project including without limitation advertising signboards and communication facilities.
 - iii. The Railroad agrees to notify the County before undertaking any maintenance work within the "crossing agreement" area where such maintenance work interferes with or creates a hazard or potential hazard to the use or maintenance of the highway for transportation purposes. Furthermore, the Railroad agrees to submit plans to the County for its review and approval before constructing any fixed installation over the highway, and before constructing any fixed installation within fifteen feet (15) of the edge of pavement. The Railroad further agrees that it shall coordinate any such maintenance work or construction activity with the County.

- iv. The County agrees to notify the Railroad before undertaking any inspection or maintenance work within the "crossing agreement" area, including any activities within twenty-five feet (25) on either side of the centerline of the tracks or activities which may create a hazard, cause debris, or impede railroad operations, maintenance or safety. The County shall not commence such work until Railroad has approved the plans, and the Railroad agrees to use its reasonable best efforts to review and approve such plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such plans. The County shall be responsible for reasonable costs, including but not limited to, engineering review, Railroad flagging and specified safety requirements, incurred by the Railroad as a result of the County's work.
11. This Agreement is a covered transaction for the purposes of 2 CFR Part 1200.220 and 2 CFR Part 180.200. As such Railroad is required to verify that for anything done under this Agreement that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935). Railroad, pursuant to 2 CFR 180.330(a)-(b), must also include a term or condition in lower-tier transactions related to this Agreement requiring lower-tier participants to comply with requirements in subpart 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lowest tier. Subpart C of 2 CFR 180 requirements are (Railroad and lower-tier participants must comply):
 - (a) Verification. Railroad and all lower-tier participants must verify that the person with whom the Railroad or the lower-tier participant intends to do business with is not excluded, pursuant to the definition set forth in 2 CFR 180.940, or disqualified, pursuant to the definition set forth in 2 CFR 180.935. Railroad and all lower-tier participants may do this by either (i) checking out the Excluded Parties List System (EPLS), found at <http://epls.aret.gov> or <http://www.epls.gov>, or (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower-tier participant. The Railroad certification form and lower-tier participant certification form referred to herein is attached hereto as Exhibit C.
 - (b) Disclosing Information. Railroad and all lower-tier participants, before or after entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355 and 2 CFR 180.365.
 12. Subject to the provisions of this paragraph and as otherwise provided in this Agreement, TDOT agrees to reimburse the Railroad for the cost of the Railroad Services as follows:
 - (a) TDOT shall reimburse the Railroad for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Highway Project whether it is or is not a federal aid project.

- (b) The Railroad shall develop and record Railroad Services costs in a manner consistent with the current provisions of 23 CFR, Subparts 140I and 646B as of the effective date of this Agreement, and as approved by TDOT.
 - (c) The Railroad shall submit all requests for payment by invoice, in form and substance acceptable to TDOT and with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.
 - (d) The Railroad may submit invoices for interim payments during the progress of the Railroad Services; provided, however, that such interim payments for Railroad Construction Phase Services may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Construction Phase Services, and any remaining reimbursable Railroad Construction Phase Services costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
 - (e) TDOT shall, unless it has good faith and reasonable objections to the Railroad's invoice for interim payment, use its best efforts to issue payment based on the Railroad's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Railroad's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Railroad so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Railroad. All other reimbursable cost items set out in the Railroad's invoice shall be paid by TDOT.
 - (f) Subject to the Railroad's right to bill on an interim basis as described above, the Railroad shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one (1) year following the completion of the Railroad Services in their entirety. Otherwise, any previous payments to the Railroad may be considered final, and the Railroad may be deemed to have waived any claim for additional payments, except as TDOT and the Railroad may have agreed otherwise in writing before the end of that year.
 - (g) The Railroad's invoice(s) shall be subject to reduction for amounts in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
13. TDOT shall have the right to inspect the Railroad Construction Phase Services and to confirm the financial information made available by the Railroad to TDOT in support of the Railroad's invoiced amounts. Any costs billed by the Railroad that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.

14. The Railroad agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In event any costs are determined not to be allowable under provisions of this Agreement, the Railroad agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
15. The Railroad shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Railroad, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years after final payment has been received by the Railroad and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or the Federal Highway Administration, or their duly appointed representatives, during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
16. This Agreement is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Agreement upon written notice to the parties. Said termination shall not be deemed a breach of this Agreement by TDOT. Upon receipt of the written notice, the Railroad shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Railroad's facilities to safe operation. Should such an event occur, the Railroad shall be entitled to compensation for all costs reimbursable under 23 CFR, Subpart 646B (in accordance with paragraph 12 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon termination, the Railroad shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
17. TDOT shall have no liability except as specifically provided in this Agreement.
18. This Agreement may be modified only by a written amendment executed by the parties hereto.
19. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
20. The Railroad hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Railroad on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Railroad shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
21. The Railroad agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Railroad to comply with this provision shall constitute a material breach of this Agreement, and subject the Railroad to the repayment of all State funds expended, or expenses incurred, under this Agreement.

22. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.
23. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Railroad acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
24. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
25. Subject to the provisions and limitations of Tennessee Code Annotated in Title 9, Chapter 8, Parts 3 and 4, TDOT shall defend and, if found liable, be responsible for paying damages arising from all claims, suits, liabilities and judgments for personal injuries or damage to property, caused by any activities conducted by TDOT in connection with the Highway Project, excepting any such injury, damage or loss caused by the Railroad's negligence or intentional wrongful misconduct in the performance of the Railroad services or otherwise.
26. The parties each acknowledges that the terms, covenants, conditions and provisions of this Agreement have been negotiated between and jointly authored by the parties hereto, and in consequence of this joint authorship, the parties agree that no term, covenant, condition or provision hereunder shall be construed more strictly against one party or the other hereto.
27. The parties agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation
Attention: Jay Lanus, State Railroad Coordinator
Suite 600, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0329
Facsimile Number: (615) 253-1106

With a copy if requested by TDOT to:

Mr. John H. Reinbold, Office of General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0326
Facsimile Number: (615) 532-5988

To the Railroad:

Knoxville & Cumberland Gap Railroad
P. O. Box 788
Nicholasville, Kentucky 40340
Rick Southerland, Cell: 859-399-8697
Email: Richard.Southerland@RCorman.com

To the County:

Union County
Mayor Jason Bailey
901 Main Street, Suite 100
Maynardville, Tennessee 37807
Phone: 865-992-3061
Email: jason.bailey@unioncountyttn.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

KNOXVILLE & CUMBERLAND GAP RAILROAD LLC.:	STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:
BY: _____	BY: _____
TITLE: _____	Howard H. Eley, Deputy Governor & Commissioner of Transportation
DATE: _____	DATE: _____
APPROVED AS TO FORM:	APPROVED AS TO FORM:
BY: _____	BY: _____
DATE: _____	DATE: _____

UNION COUNTY:

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____

DATE: _____

EXHIBIT A

KNOXVILLE & CUMBERLAND GAP RAILROAD FORCE ACCOUNT ESTIMATE

ESTIMATE SUBJECT TO REVISION AFTER: 12/19/2022

PROJECT DESCRIPTION: Misc. Safety - Various Local Roads in Union County
 STATE PROJECT ID: PIN# 128634.75
 LOCATION: Union County, TN DOT# 730726Y, 730722W, 730716T, 730715L
 RR Milepost: 21.07 CG, 19.71 CG, 18.58 CG, 18.46 CG

PRELIMINARY ENGINEERING:			
Contracted & Administrative Engineering Services	R. J. Corman		\$500.00
Contracted & Administrative Engineering Services	Omega Rail Management, Inc.		\$3,500.00
		Subtotal	\$4,000.00

CONSTRUCTION ENGINEERING/INSPECTION:			
Contracted & Administrative Engineering Services	R.J. Corman		\$1,000.00
Contracted & Administrative Engineering Services			\$0.00
		Subtotal	\$1,000.00

FLAGGING SERVICES:			
Labor (Flagman)		5 days @	\$216.00
Additive	116.90%		\$1,080.00
Expenses		5 days @	\$150.00
			\$750.00
		Subtotal	\$3,092.52

SIGNAL & COMMUNICATION WORK \$0.00

TRACK WORK \$0.00

PROJECT SUBTOTAL **\$8,092.52**

CONTINGENCIES: 0.00% \$0.00

PROJECT TOTAL: **\$8,092.52**

DIVISION OF COSTS:	Agency	100%
	Railroad	0.00%

Note: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.
 This estimate has been prepared on site conditions anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual costs for R.J. Corman work may differ based upon the agency's requirements, their contractor's work procedures and/or other conditions that become apparent once construction commences or during the progress of the work

Estimate Prepared by: Katie Byrd, Property Services Specialist Ph: 859-881-2389
 R. J. Corman Railroad Group, LLC
 P.O. Box 788 Email: Katherine.Byrd@rjcorman.com
 Nicholasville, KY 40340

APPROVED
 By Ethan Messimore, P.E. at 6:41 am, Oct 20, 2022

105C(R)
KXCG 4/14/23

105C(R)

EXHIBIT B

STATE OF TENNESSEE

SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST

Project Information: PIN 128634.75; Miscellaneous Safety Improvements, Various Local Roads in Union County (Local Roads Safety Initiative); Knoxville and Cumberland Gap Railroad, At-Grade Crossings, (DOT#'s: 730726Y, 730722W, 730716T, 730715L); Fed Project Number: HSIP-8700(20) in Region 1.

Tennessee Project Number(s): Prelim Engineering 87945-1450-94
 Construction 87945-3450-94

County: Union

1. PROJECT INFORMATION

a. Date:	9/27/2021			
b. DOT#	730726Y	730722W	730716T	730715L
c. Milepost:	0021.070-CG	0019.710-CG	0018.580-CG	0018.460-CG
d. Trains/Day:	2	2	2	2
e. Maximum Train Speed:	25	25	25	25
f. Flagging Days		5		



KNOXVILLE & CUMBERLAND GAP RAILROAD - SPECIAL PROVISIONS

1. AUTHORITY OF RAILROAD REPRESENTATIVE AND AGENCY ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as a Railroad Representative, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of the Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the Agency, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

- A. The Contractor shall not commence any work on Railroad corridors until it has complied with the following conditions.
1. Given the Railroad written notice, with copy to the Railroad Representative, who has been designated to be in charge of the work, at least ten days in advance of the date it proposes to begin work on Railroad rights of way.

Knoxville & Cumberland Gap Railroad
P. O. Box 788,
Nicholasville, Kentucky 40340
Rick Southerland, Cell: 859-399-8697
Email: Richard.Southerland@RJCorman.com
 2. Obtain written authorization from the Railroad to begin work on the Railroad corridor, including an outline of specific conditions with which it must comply.
 3. Obtain written authorization from the Railroad to begin work on the Railroad corridor, including an outline of specific conditions with which it must comply.
 4. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
 5. Furnish a schedule for all work within the corridor as required by paragraph 7, B, 1.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's Representatives who are to be notified as hereinafter required. Where more than one Representative is designated, the area of responsibility of each Representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct its work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the corridor of the Railroad Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall be deferred by the contractor until the flagging protection required by the Railroad is available at the job site.
- B. Whenever work within the Railroad corridor is of such a nature that impediment to Railroad operations (such as use of runaround tracks or necessity for reduced speed) is unavoidable, the contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Representative, or in its absence, the Railroad Manager,

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such provisions are insufficient, the Railroad Representative may require or provide such additional provisions, as deemed necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Agency.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within the Railroad corridor, or before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's Representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's Representative that arrangements have been made for flagging service as may be necessary.
 3. Receive permission from the Railroad's Representative to proceed with the work.
 4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

- A. GENERAL. Construction work on Railroad property, whether owned or leased, shall be:
1. Subject to the inspection and approval of the Railroad.
 2. In accord with the Railroad's written outline of specific conditions, general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 3. In accord with these Special Provisions.
- B. EXCAVATION. The subgrade of an operated track shall be maintained with edge of beam at least 10'0" from centerline of track and not more than 24 inches below top of rail. Contractor will not be required to make an existing section meet this specification if the existing section is substandard, in which case existing section will be maintained.
- C. EXCAVATION OF STRUCTURES. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring shall first be approved by the Consulting Engineer and the Railroad Representative, but such approval shall not relieve the Contractor from liability.
- D. BLASTING.
1. The Contractor shall obtain advance approval of the Railroad Representative and the Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - (c) No blasting shall be done without the presence of an authorized Representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad Representative and such flagging as the Railroad may require.

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(d) Have at the job site a adequate equipment, labor and materials and allow sufficient time to clean-up debris resulting from the blasting without delay to trains, as well as correcting at Contractor's expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized Representative. If the Contractor's actions result in delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad Representative will:

(a) Determine the location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.

(b) Have the authority to order discontinuance of blasting if, in the Railroad Representative's opinion, blasting is too hazardous or is not in accord with these special provisions.

E. MAINTENANCE OF RAILROAD FACILITIES.

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas with Railroad corridors and repair any other damage to the property of the Railroad or its tenants.

2. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

F. STORAGE OF MATERIALS AND EQUIPMENT.

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the railroad corridor without first having obtained permission from the Railroad Representative, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Representative may move or require the Contractor to move, at the Contractor's expense, such material and equipment. All grading or construction machinery that is left parked near any track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or a filiated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

G. CLEANUP. Upon completion of the work, the Contractor shall remove all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, from the railroad corridor and leave it in a neat condition satisfactory to the Railroad Representative or other authorized Representative.

6. DAMAGES:

A. The Contractor shall assume all liability for any and all damages to Contractor's work, employees, equipment and materials caused by Railroad traffic.

B. Any costs incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. When Required:

The Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are likely to be, working on the Railroad's corridor, or across, over, a adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and a alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flaggers may be required. However, if the Contractor works

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within distances that violate instructions given by the Railroad's authorized Representative or performs work that has not been scheduled with the Railroad's authorized Representative, a flagger or flaggers may be required until the project has been completed.

B. SCHEDULING AND NOTIFICATION.

1. Not later than the time that approval is initially requested to begin work on the Railroad corridor, Contractor shall furnish to the Railroad a schedule for all work required to complete the portion of the project within the Railroad corridor and arrange for a job site meeting between the Contractor, the Agency, and the Railroad's authorized Representative. Flagger or Flaggers may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.

2. The Contractor will be required to give the Railroad Representative at least 10 working days of advance written notice of intent to begin work within the Railroad corridor. If flagging service is required, such notice shall be submitted at least 30 business days in advance of the date scheduled to commence the Work. Once begun, if such work is suspended at any time, or for any reason, the Contractor will be required to give the Railroad Representative at least 3 working days of advance notice before resuming work on the Railroad corridor. Such notices shall include sufficient details of the proposed work to enable the Railroad Representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Highway Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the Highway Engineer. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 10 days to resume flagging services from the Railroad. It is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

3. If, after the flagger is assigned to the project site, emergencies arise which require the flaggers presence elsewhere, then the Contractor shall delay work on the Railroad corridor until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Railroad.

C. PAYMENT:

1. The Agency will be responsible for paying the Railroad directly for any and all costs of flagging, which may be required to accomplish the construction.

2. The estimated cost of flagging is \$65 per hour based on Contractor's 8-hour work day which necessitates the flagger to work a 12 hour day (1 hour for travel to and from the project site and 2 hours to install and remove the warning boards if necessary). This cost includes the base pay for the flagger, overhead, and a per diem charge for travel expenses, meals and lodging.

3. Work by a flagger in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 1/2 times the appropriate rate. Work by a flagger in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 1/2 times the normal rate.

4. Railroad work involved in preparing and handling bills will also be charged to the Contractor. Charges by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are subject to change in accordance with the agreement between the Railroad and the Agency.

5. In the event that flagging services are required in excess of the allotted days, the Agency will reimburse the Railroad for the additional cost of flagging services, and such costs shall be deducted from monies due the Contractor. These additional flagging costs assessed against the Contractor will be made under the following item:

105-03 Railroad Flagging (Deduct) Dollar

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The Agency's payment of flagging services will be based on invoices received from the Railroad. The Engineer shall sign the invoice in order to verify the flagging service performed by the Railroad.

D. VERIFICATION.

1. The Contractor will review and sign the Railroad flagger's time sheet, attesting that the flagger was present during the time recorded. Flagger may be removed by Railroad if the time sheet is not signed. If flagger is removed, the Contractor will not be allowed to re-enter the Railroad corridor until the issue is resolved. Any complaints concerning flagger or flaggers must be resolved in a timely manner. If need for flagger or flagger is questioned, please contact Railroad Representative. All verbal complaints must be confirmed in writing by the Contractor within 5 working days. All written correspondence should be addressed to:

Knoxville & Cumberland Gap Railroad
Attn: Deborah Hawley, Director
P. O. Box 788
101 RJ Corman Drive
Nicholasville, Kentucky 40340
Phone 859-881-2499 Fax 859-881-2699
Deborah.hawley@RJCorman.com

2. The Railroad flagger assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that such services are performed for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagger's timesheet showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of a nature must be hauled across a railroad corridor, unless the plans clearly show that the Agency has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by the Contractor's forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company. If Agency or Contractor desires access across Railroad property or tracks other than existing and open public road crossing in or incident to construction of the project, the Agency or Contractor must first obtain the permission of the Railroad. Should the Railroad grant such permission the railroad shall execute a license agreement or right of entry satisfactory to the railroad, wherein the Agency or Contractor agrees to bear all costs.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans, included in the force account agreement between the Agency and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Agency and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad, to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make, due allowance therefor.

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- B. No charge or claims of the Contractor against either the Agency or the Railroad will be allowed for hindrance or delay on account of railway traffic; any work done by the Railroad Company, or other delay incident to or necessary for safe maintenance of rail traffic or for any delays due to compliance with these special provisions.

11. TRAIN CREW'S WALKWAYS:

Along the outside of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for a train crew's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways or drainage structures shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'0" minimum clearance from centerline of track, shall be placed.

12. REQUIREMENTS FOR PERSONNEL ON RAILROAD CORRIDORS:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip on type footwear is prohibited. Hard-sole, lace-up footwear, zippered-boots cinched with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- B. No one is allowed within 25' of the centerline of the track without specific authorization from the flagger.
- C. All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagger.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. REQUIREMENTS FOR EQUIPMENT ON RAILROAD RIGHT OF WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from the railroad official and flagger.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while a train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while a train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of the centerline of any track without specific authorization of the flagger.
- H. Trucks, tractors, or any equipment will not touch the ballast without specific permission from a railroad official and the flagger.
- I. No equipment or load movement will be within 25' or above a standing train or railroad equipment without specific authorization of the flagger.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagger if the flagger views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.

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- L. While clearing and grubbing, no vegetation will be removed from the railroad embankment with heavy equipment without specific permission from the Railroad Representative and flagger.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Representative.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it can not be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.

14. INSURANCE:

Any agency, contractor or outside party performing work on or about RJC's property shall procure and maintain appropriate insurance policies to protect RJC against the exposure to liability. In lieu of this requirement, the Railroad accepts that the Agency is self-insured.

- A. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and property damage per occurrence, and such policies shall name RJC as an additional insured.
- B. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000. The insurance must contain a waiver of subrogation against RJC and its affiliates.
- C. Commercial Automobile Liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence. Such policies shall designate RJC as an additional insured.
- D. Railroad Protective Liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000. The insurance shall satisfy the following additional requirements:
 - 1. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - 2. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - 3. The sole named insured on the Railroad Protective Insurance Policy should be:

**Knoxville & Cumberland Gap Railroad
P.O. Box 788
101 RJ Corman Drive
Nicholasville, KY 40340**
 - 4. Name and address of contractor and agency must be shown on the Declarations page.
 - 5. Description of operations, and location of work to be performed, must appear on the Declarations page and must match the project description, including project or contract identification numbers. Include DOT and/or OP number.
 - 6. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31—unless using form CG 00 35 version 96 and later.
 - 7. Authorized endorsements may include:
 - a. Broad Form Nuclear Exclusion - IL 00 21
 - b. 30-day Advance Notice of Non-renewal or cancellation
 - c. Required State Cancellation Endorsement
 - d. Quick Reference or Index - CL/IL 240
 - 8. Authorized endorsements may not include:
 - a. A Pollution Exclusion Endorsement except CG 28 31
 - b. A Punitive or Exemplary Damages Exclusion

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E. Such additional or different insurance as RJC may require.

15. ADDITIONAL TERMS:

- A. Contractor must submit certificates of insurance and the original Railroad Protective Liability insurance policy and all notices and correspondence regarding the insurance policies to:

**Knoxville & Cumberland Gap Railroad
Real Estate Dept
P. O. Box 788
101 RJ Corman Drive
Nicholasville, Kentucky 40340
Phone 859-881-2499 Fax 859-881-2699
Deborah.hawley@RJCorman.com**
- B. Neither a agency nor contractor may begin work on the project until it has received RJC's written approval of the required insurance.
- C. Contractor's obligation to reimburse Railroad for property damage or personal injuries caused by or contributed to by Contractor is not limited to the insurance provided by Contractor. The insurance is only evidence of Contractor's ability to protect Railroad against loss or damage.

16. FAILURE TO COMPLY:

These Special Provisions are supplemental and amendatory to any and all other documents relating to the project, and where in conflict therewith, these Special Provisions shall govern. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

- A. The Railroad Representative may require that the Contractor vacate Railroad property.
- B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Representative and the Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra Cost incurred on account of compliance with these special provisions. All such cost shall be included in prices bid for other items of the work as specified in the payment items.

NOTICE

No activity is permitted without proper scheduling with railroad due to the risk of serious, even fatal, injury. Entering any railroad right of way or other railroad property without permission is considered trespassing.

Unless covered by separate agreement, no installation of pipes, wires, fiber optic cable or temporary crossings are permitted in the railroad right of way or on railroad property. Such installations require application, approval and written agreement. Please contact Deborah.Hawley@RJCorman.com.

**** Before performing any work within 50 ft of a Signal Warning System call, in advance:
Chris Clark - Cell: (859-361-7824) email: Michael.Clark@RJCorman.com**

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EXHIBIT C

**DEBARMENT CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

_____ certifies to the best of its knowledge and belief, that it and its subsidiaries:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had on (1) or more public transactions (Federal, State or Local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

EXHIBIT C

**DEBARMENT, SUSPENSION, & OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower-Tier Participant (potential sub-contractor under a major third party Contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL CONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

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A **Motion** was made by **Eddie Simpson** and **Seconded** by **Larry Lay** to approve the Railroad Agreement between the State of Tennessee, Knoxville & Cumberland Gap Railroad LLC and Union County as presented.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

13. **Community Reports**

- a. **Fire Chiefs Association** – No report was given in open meeting on April 24, 2023.
- b. **Constable Association** – No report was given in open meeting on April 24, 2023.

14. **Old Business:** There was no Old Business presented in open meeting on April 24, 2023.

15. **New Business:** There was no New Business presented in open meeting on April 24, 2023.

16. **Addendums:** There were no Addendums presented in open meeting on April 24, 2023.

17. **Public Comments:** There were no Public Comments made in open meeting on April 24, 2023.

18. **Adjourn**

A **Motion** was made by **Eddie Simpson** and **Seconded** by **Sidney Jessee, Jr.** to **Adjourn**.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None.

Commissioners Passing: None. **Motion Carried.**

Union County Commission Regular Meeting **Adjourned at 7:30 P.M.**