WARREN COUNTY COMMISSIONERS MEETING
CHAIRMAN JIMMY HALEY PRESIDING

Being held at 6:30 p.m. on Tuesday, February 19, 2019
Warren County Administrative Building

ORDER OF PROCEDURE AND DOCKET

Opening of Court—Court Officer

Invocation

Pledge of Allegiance

Roll Call

Adoption of Docket

Reading of Minutes

Public Comment

Employee Recognition: Sgt. Ernest Brewington, Warren County Veterans Service Officer

ELECTED OFFICIALS/DEPARTMENTAL REPORTS

Finance Department	Justin Cotten
Highway Department	Levie Glenn
Sanitation Department	Josh Roberts
Sheriff's Department	Sheriff Tommy Myers
Warren County Schools	Bobby Cox

COMMITTEE REPORTS

Receive and act upon reports and recommendations of County Commission Standing Committees,

Budget & Finance, Richard Grissom (Chair)
Building & Grounds, Carl E. Bouldin (Chair)
Economic & Agricultural Development, Gary Martin (Chair)
Education, Carlene Brown (Chair)
Financial Management, Justin Cotten
Health & Welfare, Blaine Wilcher (Chair)
Highway & Bridge, Gary Prater (Chair)
Policy & Personnel, Tommy Savage (Chair)
Safety, Ron Lee (Chair)

Receive and act upon reports and recommendations of County Commission Special Committees and Commissions

County Corrections Partnership Committee, Steven D. Helton (Chair)
Redistricting Committee

SPECIAL PRESENTATION
Kids of the Community, Barry Dishman, Warren County Director of Youth Services

OLD BUSINESS

NEW BUSINESS

Item No.

1	Budget Amendment #HWY-FY 18/19-1 **County Executive Jimmy Haley**
2	Budget Amendment #GF-FY 18/19-5 **County Executive Jimmy Haley**
3	Approval of Contract for Records Management Services between Warren County Schools & Virtual Image Technology **County Executive Jimmy Haley**
4	Resolution No. 2-2019 **County Executive Jimmy Haley**
5	Approval of Notaries **County Clerk Lesa Scott**

Announcements

Adjourn

Warren County, Tennessee

101-General Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	BUDGET	2018 - 2019 ACTUAL	REALISED	BUDGET	2017 - 2018 ACTUAL	REALISED
	Revenues						
40110	Current Property Tax	5,862,271.00	3,653,332.91	62.32%	5,861,423.00	3,647,641.81	62.23%
40115	Discount on Property Tax	(69,000.00)	(61,216.76)	88.72%	(65,000.00)	(69,010.92)	106.17%
40120	Trustee's Collection - Prior Year	200,000.00	44,061.77	22.03%	200,000.00	184,567.44	92.28%
40125	Trustee's Collection - Bankruptcy	3,800.00	827.02	21.76%	7,000.00	502.77	7.18%
40130	Circuit Clerk & Master Collection - Prior Year	72,000.00	58,175.79	80.80%	90,000.00	18,823.70	20.92%
40140	Interest and Penalty	49,000.00	1,305.97	2.67%	40,000.00	14,576.34	36.44%
40161	In Lieu of Taxes - TVA	15,000.00	8,707.78	58.05%	14,000.00	7,165.04	51.18%
40162	In Lieu of Taxes - Local Utilities	53,000.00	29,169.84	55.04%	48,000.00	29,601.55	61.67%
40163	In Lieu of Taxes - Other	290,000.00	536.94	0.19%	280,000.00	-	0.00%
40250	Litigation Tax - General	89,000.00	43,413.36	48.78%	80,000.00	40,152.19	50.19%
40260	Litigation Tax - Special Purpose	8,100.00	4,184.73	51.66%	8,500.00	3,740.50	44.01%
40266	Litigation Tax - Jail or Workhouse	94,000.00	61,830.57	65.78%	165,000.00	30,586.33	18.54%
40268	Litigation Tax - Courthouse Security	53,000.00	42,066.69	79.37%	125,000.00	12,750.07	10.20%
40270	Business Tax	270,000.00	21,988.13	8.14%	270,000.00	29,755.58	11.02%
40275	Mixed Drink Tax	15,000.00	12,372.25	82.48%	17,000.00	6,451.71	37.95%
40320	Bank Excise Tax	46,800.00	-	0.00%	50,000.00	-	0.00%
40330	Wholesale Beer Tax	65,000.00	34,247.60	52.69%	78,000.00	29,447.82	37.75%
41110	Marriage License	2,000.00	1,235.00	61.75%	2,000.00	1,301.50	65.08%
41140	Cable TV Franchise	20,000.00	29,160.79	145.80%	160,000.00	82,791.49	51.74%
41510	Beer Permits	2,100.00	237.50	11.31%	2,000.00	585.93	29.30%
41520	Building Permits	40,000.00	27,950.00	69.88%	35,000.00	18,850.00	53.86%
41590	Other Permits	4,000.00	1,840.00	46.00%	500.00	2,275.00	455.00%
42110	Fines	5,000.00	1,362.30	27.25%	5,000.00	1,415.49	28.31%
42120	Officer Costs	16,000.00	7,742.48	48.39%	15,000.00	8,213.41	54.76%
42130	Game and Fish Fines	-	-	0.00%	50.00	-	0.00%
42141	Drug Court Fes	20,000.00	15,788.92	78.94%	18,000.00	10,137.43	56.32%
42150	Jail Fees	10,000.00	5,207.89	52.08%	10,000.00	5,438.17	54.38%
42180	DUI Treatment Fines	1,500.00	427.50	28.50%	1,000.00	752.87	75.29%
42190	Data Entry Fee-Circuit Court	3,000.00	1,076.00	35.87%	2,000.00	1,488.00	74.40%
42191	Courtroom Security Fees	100.00	13.30	13.30%	100.00	9.50	9.50%
42192	Victim's Assistance Assessments	7,000.00	3,011.00	43.01%	7,000.00	2,816.00	40.23%
42310	Fines	40,000.00	15,388.61	38.47%	40,000.00	17,678.68	44.20%
42311	Fines for Littering	-	47.50	0.00%	50.00	-	0.00%
42320	Officer Costs	60,000.00	34,600.41	57.67%	50,000.00	30,975.69	61.95%
42330	Game and Fish Fines	500.00	54.00	10.80%	500.00	276.75	55.35%
42341	Drug Court Fees	28,000.00	11,479.77	41.00%	20,000.00	10,537.86	52.69%
42350	Jail Fees	30,000.00	12,293.43	40.98%	30,000.00	13,485.87	44.95%
42351	Interpreter Fees	2,000.00	342.00	17.10%	800.00	551.00	68.88%
42380	DUI Treatment Fines	8,000.00	3,243.77	40.55%	8,000.00	2,995.82	37.45%
42390	Data Entry Fee-General Sessions	16,000.00	7,310.50	45.69%	12,000.00	6,608.50	55.07%
42391	Courtroom Security Fees	10.00	-	0.00%	10.00	5.70	57.00%
42392	Victim's Assistance Assessments	25,000.00	11,080.97	44.32%	25,000.00	12,549.99	50.20%
42410	Fines	5,000.00	2,102.35	42.05%	4,500.00	1,804.05	40.09%
42420	Officer Costs	6,000.00	1,936.10	32.27%	6,000.00	1,966.50	32.78%
42450	Jail Fees	4,000.00	1,192.25	29.81%	4,000.00	1,695.84	42.40%
42490	Data Entry Fee-Juvenile Court	1,000.00	384.00	38.40%	900.00	358.00	39.78%
42520	Officer Costs	2,000.00	860.07	43.00%	2,000.00	1,001.92	50.10%
42530	Data Entry Fee-Chancery Court	3,000.00	1,174.00	39.13%	3,000.00	942.00	31.40%
42591	Courtroom Security Fees	20.00	922.42	4612.10%	20.00	330.17	1650.85%
42990	Other Fines, Forfeitures, and Penalties	100.00	-	0.00%	100.00	36,782.10	36782.10%
43110	Tipping Fees	7,000.00	2,294.00	32.77%	4,000.00	3,764.00	94.10%
43190	Other General Service Charges	83,000.00	17,002.60	20.49%	10,000.00	5,153.75	51.54%

101-General Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
43330	Engineer Review Fees	1,500.00	1,200.00	80.00%	1,000.00	1,300.00	130.00%
43350	Copy Fees	300.00	115.85	38.62%	100.00	97.20	97.20%
43366	Greenbelt Late Application Fee	100.00	-	0.00%	50.00	-	0.00%
43370	Telephone Commissions	90,000.00	74,286.02	82.54%	75,000.00	34,685.52	46.25%
43392	Data Processing Fee - Register	10,000.00	5,758.00	57.58%	10,000.00	5,138.00	51.38%
43393	Probation Fees	1,000.00	-	0.00%	500.00	1,275.50	255.10%
43394	Data Processing Fee - Sheriff	5,000.00	2,270.50	45.41%	4,200.00	2,115.16	50.36%
43395	Sexual Offender Reg. Fee - Sheriff	3,500.00	900.00	25.71%	3,500.00	900.00	25.71%
43396	Data Processing Fee - County Clerk	2,000.00	578.00	28.90%	1,000.00	474.00	47.40%
43399	Vehicle Registration Reinstatement Fees	100.00	435.00	435.00%			0.00%
44110	Investment Income	1,000.00	706.15	70.62%	100.00	617.63	617.63%
44120	Lease/Rentals	90,000.00	43,474.03	48.30%	80,000.00	52,638.87	65.80%
44130	Sale of Materials & Supplies	50.00	47.29	94.58%	2,000.00	15.00	0.75%
44131	Commissary Sales	100,000.00	46,613.36	46.61%	90,000.00	51,834.28	57.59%
44135	Sale of Gasoline	250,000.00	68,207.63	27.28%	250,000.00	63,675.98	25.47%
44150	Sale of Animals/Livestock	7,000.00	4,138.00	59.11%	7,000.00	4,191.00	59.87%
44170	Miscellaneous Refunds	10,000.00	53,118.93	531.19%	3,000.00	11,995.67	399.86%
44180	Expenditure Credits	-	405.00	0.00%			0.00%
44530	Sale of Equipment	5,500.00	5,684.00	103.35%	1,500.00	7,506.00	500.40%
44540	Sale of Property	-	-	0.00%			0.00%
44560	Damages Recovered from Individuals	100.00	-	0.00%	10.00	200.00	2000.00%
44570	Contributions & Gifts	4,000.00	-	0.00%	2,000.00	7,375.00	368.75%
45110	County Clerk	50,000.00	43,146.53	86.29%	80,000.00	-	0.00%
45120	Circuit Court Clerk	30,000.00	67,963.28	226.54%	100,000.00	-	0.00%
45190	Trustee	422,000.00	250,636.96	59.39%	400,000.00	248,818.24	62.20%
45550	Clerk & Master	90,000.00	42,545.19	47.27%	90,000.00	31,474.18	34.97%
45590	Sheriff	13,000.00	7,063.91	54.34%	12,000.00	6,043.60	50.36%
46110	Juvenile Services Program	10,000.00	-	0.00%	9,000.00	4,500.00	50.00%
46120	Airport Maintenance Program	303,000.00	15,318.83	5.06%	1,340,980.00	63,498.81	4.74%
46290	Other Public Safety Grants	70,000.00	3,142.40	4.49%	70,000.00	2,046.64	2.92%
46310	Health Department Programs	685,200.00	163,041.05	23.79%	680,100.00	172,927.74	25.43%
46390	Other Health and Welfare Grants	-	-	0.00%	500.00	360.00	72.00%
46430	Litter Program	50,300.00	21,082.39	41.91%	50,300.00	1,863.99	3.71%
46820	Income Tax	50,000.00	-	0.00%	50,000.00	-	0.00%
46830	Beer Tax	15,000.00	-	0.00%	15,000.00	-	0.00%
46835	Vehicle Certificate of Title Fees	5,000.00	3,708.70	74.17%	5,000.00	3,057.05	61.14%
46840	Alcoholic Beverage Tax	75,000.00	41,802.79	55.74%	75,000.00	39,849.96	53.13%
46852	State Revenue Sharing - Telecommunications	50,000.00	25,848.60	51.70%			0.00%
46915	Contracted Prisoner Boarding	750,000.00	306,111.00	40.81%	750,000.00	298,346.00	39.78%
46960	Registrar's Salary Supplement	11,000.00	7,582.00	68.93%	11,000.00	7,582.00	68.93%
46980	Other State Grants	-	605.00	0.00%	10,000.00	-	0.00%
46990	Other State Revenues	28,200.00	2,615.70	9.28%	40,000.00	2,092.56	5.23%
47250	Law Enforcement Grants	-	35,611.21	0.00%	-	23,048.69	0.00%
47590	Other Federal Through State	-	5,402.00	0.00%	-	49,583.93	0.00%
47690	Medicare	12,000.00	4,200.00	35.00%	12,000.00	4,200.00	35.00%
47715	Tax Credit Bond Rebate	420,000.00	211,942.44	50.46%	400,000.00	209,877.19	52.47%
47990	Other Direct Federal Revenue	673,142.00	176,808.22	26.27%	673,142.00	218,036.80	32.39%
48130	Contributions	560,000.00	-	0.00%	500,000.00	281,178.83	56.24%
49200	Notes Issued	-	-	0.00%	-	-	0.00%
49700	Insurance Recovery	-	-	0.00%	-	-	0.00%
	Total	12,522,293.00	5,917,881.98	47.26%	13,652,435.00	6,186,711.93	45.32%
	Balance Beginning of Year, July 1, 2018	6,318,946.00	6,404,970.25	(86,024.25)	4,812,074.00	6,609,161.14	(1,797,087.14)
	Total Estimated Revenues & Other Sources	18,841,239.00	12,322,852.23	6,518,386.77	18,464,509.00	12,795,873.07	5,668,635.93

101-General Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
	Expenditures						
51100	County Commission	228,125.00	79,799.53	34.98%	228,125.00	82,081.52	35.98%
51210	Board of Equalization	6,000.00	-	0.00%	9,250.00	-	0.00%
51300	County Executive	163,777.00	75,288.07	45.97%	157,219.00	69,209.56	44.02%
51400	County Attorney	100,000.00	40,750.00	40.75%	100,000.00	46,500.00	46.50%
51500	Election Commission	321,564.00	191,751.87	59.63%	267,783.00	96,356.16	35.98%
51600	Register of Deeds	11,000.00	1,811.51	16.47%	11,000.00	4,289.48	39.00%
51710	Development	500.00	379.02	75.80%	500.00	-	0.00%
51720	Planning	16,980.00	7,816.94	46.04%	16,980.00	4,325.62	25.47%
51750	Codes Compliance	63,065.00	24,214.69	38.40%	59,713.00	23,040.25	38.58%
51800	County Buildings	240,659.00	83,189.23	34.57%	234,954.00	79,818.58	33.97%
51810	Other Facilities	495,435.00	483,884.56	97.67%	1,080,858.00	126,609.17	11.71%
51900	Other General Administration	354,500.00	186,005.82	52.47%	337,500.00	178,830.18	52.99%
52100	Accounting and Budgeting	533,176.00	227,429.52	42.66%	501,821.00	226,888.38	45.21%
52200	Purchasing	8,000.00	1,133.80	14.17%	8,000.00	2,398.25	29.98%
52300	Property Assessor's Office	374,639.00	150,833.93	40.26%	361,673.00	146,825.37	40.60%
52400	County Trustee's Office	31,000.00	7,876.55	25.41%	31,000.00	11,408.64	36.80%
53100	Circuit Court	121,300.00	30,209.28	24.90%	116,300.00	34,602.07	29.75%
53300	General Sessions Court	269,976.00	115,791.04	42.89%	263,748.00	111,457.54	42.26%
53330	Drug Court	222,182.00	60,447.53	27.21%	156,994.00	31,945.09	20.35%
53400	Chancery Court	285,227.00	122,283.67	42.87%	268,884.00	116,807.38	43.44%
53500	Juvenile Court	224,605.00	84,337.00	37.55%	219,387.00	69,889.67	31.86%
53600	District Attorney General	64,952.00	27,922.25	42.99%	64,952.00	27,502.71	42.34%
53700	Judicial Commissioners	167,331.00	58,168.57	34.76%	174,714.00	58,076.54	33.24%
53900	Other Administration of Justice	36,000.00	-	0.00%	-	-	0.00%
53930	Victim Assistance Programs	30,000.00	30,000.00	100.00%	-	-	0.00%
54110	Sheriff's Department	3,461,954.00	1,485,700.69	42.92%	3,209,304.00	1,410,827.58	43.96%
54160	Administration of Sexual Offender Registry	5,000.00	1,146.44	22.93%	5,000.00	4,285.00	85.70%
54210	Jail	3,704,471.00	1,576,987.67	42.57%	3,533,149.00	1,522,874.15	43.10%
54240	Juvenile Service	50,000.00	1,950.00	3.90%	80,000.00	4,050.00	5.06%
54250	Work Release Program	10,000.00	2,344.50	23.45%	10,000.00	1,459.50	14.60%
54610	County Coroner/Medical Examiner	23,700.00	8,002.01	33.76%	26,000.00	6,824.82	26.25%
54710	Public Safety Grants Program	348,142.00	102,690.10	29.50%	348,142.00	177,056.53	50.86%
54900	Other Public Safety	203,000.00	52,250.00	25.74%	189,000.00	84,500.00	44.71%
55110	Local Health Center	151,026.00	100,888.80	66.80%	79,696.00	32,794.26	41.15%
55120	Rabies and Animal Control	122,520.00	51,164.80	41.76%	106,851.00	47,850.53	44.78%
55150	Maternal and Child Health Services	-	-	0.00%	21,503.00	7,566.70	35.19%
55170	Alcohol and Drug Programs	325,000.00	124,793.98	38.40%	325,000.00	76,331.75	23.49%
55190	Other Local Health Services	685,200.00	241,911.77	35.31%	680,100.00	245,685.26	36.12%
55310	Regional Mental Health Center	4,000.00	-	0.00%	4,000.00	-	0.00%
55390	Appropriation to State	50,873.00	-	0.00%	52,203.00	-	0.00%
55510	General Welfare Assistance	4,000.00	1,740.00	43.50%	4,000.00	1,098.96	27.47%
55590	Other Local Welfare Services	-	-	0.00%	10,000.00	10,000.00	100.00%
55900	Other Public Health and Welfare	79,800.00	35,166.54	44.07%	75,800.00	20,770.74	27.40%
56300	Senior Citizens Assistance	29,500.00	-	0.00%	11,000.00	2,375.00	21.59%
56500	Libraries	116,000.00	29,000.00	25.00%	116,000.00	58,000.00	50.00%
56700	Parks and Fair Boards	10,000.00	-	0.00%	7,500.00	-	0.00%
57100	Agricultural Extension Service	138,829.00	36,134.83	26.03%	132,341.00	34,197.98	25.84%
57300	Forest Service	2,000.00	-	0.00%	2,000.00	-	0.00%
57500	Soil Conservation	100,184.00	46,878.94	46.79%	96,474.00	45,175.92	46.83%
58110	Tourism	3,000.00	-	0.00%	4,000.00	-	0.00%
58220	Airport	846,370.00	306,835.03	36.25%	1,885,508.00	247,051.27	13.10%
58300	Veterans' Services	25,794.00	8,971.57	34.78%	24,955.00	7,703.13	30.87%
58400	Other Charges	553,238.00	86,487.89	15.63%	585,000.00	87,147.35	14.90%
58500	Contributions to Other Agencies	5,500.00	-	0.00%	5,500.00	5,500.00	100.00%
58600	Employee Benefits	343,000.00	205,915.16	60.03%	343,000.00	150,775.18	43.96%
58900	Miscellaneous	44,500.00	1,273.98	2.86%	68,500.00	11,753.54	17.16%
	Total	15,816,594.00	6,599,559.08	41.73%	16,712,881.00	5,852,517.31	35.02%
	Reserves and Fund Balance	3,024,645.00	5,723,293.15	(2,698,648.15)	1,751,628.00	6,943,355.76	(5,191,727.76)
	Total Expenditures, Reserves, & Fund	18,841,239.00	12,322,852.23	6,518,386.77	18,464,509.00	12,795,873.07	5,668,635.93
	Balance	-	-	-	-	-	

101-General Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
	Cash with Trustee		5,802,573.99			6,475,335.27	
	Other Assets		6,531,258.59			7,100,428.57	
	Liabilities		(6,610,539.43)			(6,632,408.08)	

116 - Sanitation Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
	Revenues						
40110	Current Property Tax	524,882.00	327,123.52	62.32%	590,406.00	362,525.53	61.40%
40115	Discount on Property Tax	(2,200.00)	(5,490.71)	249.58%	(2,000.00)	(2,092.08)	104.60%
40120	Trustee's Coll - Prior Year	8,600.00	13,343.72	155.16%	9,000.00	6,686.29	74.29%
40125	Trustee's Coll - Bankruptcy	200.00	43.02	21.51%	200.00	17.08	8.54%
40130	Cir/Cl'k & Master Coll - Prior Year	2,000.00	1,199.44	59.97%	6,000.00	628.71	10.48%
40140	Interest and Penalty	1,300.00	1,853.21	142.55%	1,600.00	442.31	27.64%
40161	In Lieu of Taxes - TVA	1,000.00	779.67	77.97%	600.00	611.78	101.96%
40162	In Lieu of Taxes - Local Utilities	2,500.00	2,611.71	104.47%	2,200.00	2,221.30	100.97%
40163	In Lieu of Taxes - Other	10,000.00	54.08	0.54%	9,900.00	-	0.00%
40320	Bank Excise Tax	3,500.00	-	0.00%	1,700.00	-	0.00%
40330	Wholesale Beer Tax	85,000.00	55,641.12	65.46%	80,000.00	47,843.06	59.80%
43116	Surcharge - Waste Tire Disposal	22,000.00	1,198.00	5.45%	4,000.00	2,733.00	68.33%
43370	Telephone Commissions	-	-	0.00%	-	-	0.00%
44145	Sale of Recycled Materials	50,000.00	27,761.16	55.52%	38,000.00	33,822.31	89.01%
46170	Solid Waste Grants	-	10,073.72	0.00%	20,000.00	-	0.00%
46851	State Revenue Sharing - TVA	444,000.00	118,408.01	26.67%	445,000.00	117,851.34	26.48%
46852	State Revenue Sharing - Telecommunications	5,500.00	2,959.60	53.81%	-	-	0.00%
46990	Other State Revenues	-	8,878.31	0.00%	8,000.00	15,419.35	192.74%
	Total	1,158,282.00	566,437.58	48.90%	1,214,606.00	588,709.98	48.47%
	Balance Beginning of Year, July 1, 2018	617,849.00	778,591.50	(160,742.50)	452,443.00	647,438.25	(194,995.25)
	Total Estimated Revenues & Other Sources	1,776,131.00	1,345,029.08	431,101.92	1,667,049.00	1,236,148.23	430,900.77
	Expenditures						
55731	Waste Pickup	415,372.00	143,211.10	34.48%	561,072.00	276,754.74	49.33%
55732	Convenience Centers	984,789.00	329,483.94	33.46%	885,389.00	314,082.21	35.47%
55759	Other Waste Disposal	51,000.00	12,294.87	24.11%	46,000.00	13,010.56	28.28%
	Total	1,451,161.00	484,989.91	33.42%	1,492,461.00	603,847.51	40.46%
	Reserves and Fund Balance	324,970.00	860,039.17	(535,069.17)	174,588.00	632,300.72	(457,712.72)
	Total Expenditures, Reserves, & Fund	1,776,131.00	1,345,029.08	431,101.92	1,667,049.00	1,236,148.23	430,900.77
	Balance	-	-	-	-	-	-
	Cash with Trustee		856,239.35			604,536.67	
	Other Assets		590,548.90			674,343.73	
	Liabilities		(586,749.08)			(646,579.68)	

118 - Ambulance Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
	Revenues						
40110	Current Property Tax	984,153.00	613,317.97	62.32%	918,410.00	570,437.98	62.11%
40115	Discount on Property Tax	(10,000.00)	(10,283.42)	102.83%	(10,000.00)	(9,719.76)	97.20%
40120	Trustee's Coll - Prior Year	35,000.00	23,111.60	66.03%	35,000.00	26,247.23	74.99%
40125	Trustee's Coll - Bankruptcy	500.00	144.86	28.97%	500.00	74.29	14.86%
40130	Cir/Cl'k & Master Coll - Prior Year	8,000.00	8,073.30	100.92%	1,200.00	2,810.50	234.21%
40140	Interest and Penalty	5,400.00	3,344.04	61.93%	6,000.00	2,052.94	34.22%
40161	In Lieu of Taxes - TVA	2,500.00	1,461.84	58.47%	2,500.00	1,098.10	43.92%
40162	In Lieu of Taxes - Local Utilities	8,800.00	4,897.03	55.65%	9,500.00	4,468.14	47.03%
40163	In Lieu of Taxes - Other	46,000.00	84.13	0.18%	46,000.00	-	0.00%
40320	Bank Excise Tax	7,300.00	-	0.00%	8,200.00	-	0.00%
43120	Patient Charges	2,000,000.00	931,590.84	46.58%	1,900,000.00	829,916.87	43.68%
44170	Miscellaneous Refunds	100.00	-	0.00%	-	175.00	0.00%
46852	State Revenue Sharing - Telecommunications	9,000.00	5,033.39	55.93%	-	-	0.00%
46990	Other State Revenues	700.00	1,100.00	157.14%	-	275.00	0.00%
47235	Homeland Security Grants	22,350.00	-	0.00%	22,350.00	-	0.00%
49700	Insurance Recovery	-	13,398.53	0.00%	-	-	0.00%
	Total	3,119,803.00	1,595,274.11	51.13%	2,939,660.00	1,427,836.29	48.57%
	Balance Beginning of Year, July 1, 2018	1,044,027.00	1,444,397.27	(400,370.27)	1,179,405.00	1,442,027.27	(262,622.27)
	Total Estimated Revenues & Other Sources	4,163,830.00	3,039,671.38	1,124,158.62	4,119,065.00	2,869,863.56	1,249,201.44
	Expenditures						
54410	Civil Defense	67,006.00	20,065.60	29.95%	65,916.00	21,400.30	32.47%
54420	Rescue Squad	29,350.00	5,539.88	18.88%	20,000.00	4,764.20	23.82%
55130	Ambulance/Emergency Medical Services	3,740,274.00	1,477,757.76	39.51%	3,420,683.00	1,364,701.55	39.90%
	Total	3,836,630.00	1,503,363.24	39.18%	3,506,599.00	1,390,866.05	39.66%
	Reserves and Fund Balance	327,200.00	1,536,308.14	(1,209,108.14)	612,466.00	1,478,997.51	(866,531.51)
	Total Expenditures, Reserves, & Fund	4,163,830.00	3,039,671.38	1,124,158.62	4,119,065.00	2,869,863.56	1,249,201.44
	Balance	-	-	-	-	-	-
	Cash with Trustee		1,567,267.04			1,490,865.96	
	Other Assets		2,537,517.40			2,163,830.97	
	Liabilities		(2,568,476.30)			(2,175,699.42)	

122 - Drug Enforcement Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
	Revenues						
42140	Drug Control Fines	40,000.00	11,062.36	27.66%	40,000.00	8,475.41	21.19%
42340	Drug Control Fines	6,000.00	5,819.70	97.00%	6,000.00	5,357.51	89.29%
42910	Proceeds from Confiscated Property	50,000.00	22,280.34	44.56%	50,000.00	61,911.90	123.82%
44570	Contributions and Gifts	-	2,711.38	0.00%	-	200.00	0.00%
	Total	96,000.00	41,873.78	43.62%	96,000.00	75,944.82	79.11%
	Balance Beginning of Year, July 1, 2018	218,110.00	252,775.50	(34,665.50)	216,865.00	252,475.72	(35,610.72)
	Total Estimated Revenues & Other Sources	314,110.00	294,649.28	19,460.72	312,865.00	328,420.54	(15,555.54)
	Expenditures						
54150	Drug Enforcement	120,056.00	9,379.70	7.81%	118,069.00	18,301.22	15.50%
55170	Alcohol and Drug Programs	15,300.00	629.41	4.11%	15,300.00	8,558.90	55.94%
	Total	135,356.00	10,009.11	7.39%	133,369.00	26,860.12	20.14%
	Reserves and Fund Balance	178,754.00	284,640.17	(105,886.17)	179,496.00	301,560.42	(122,064.42)
	Total Expenditures, Reserves, & Fund	314,110.00	294,649.28	19,460.72	312,865.00	328,420.54	(15,555.54)
	Balance	-	-	-	-	-	(0.00)
	Cash with Trustee		286,912.05			301,560.42	
	Other Assets		(2,271.88)			-	
	Liabilities		-			-	

131 - Highway Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
	Revenues						
40110	Current Property Tax	524,880.00	327,082.77	62.32%	524,805.00	325,961.79	62.11%
40115	Discount on Property Tax	(5,560.00)	(5,459.70)	98.20%	(5,352.00)	(5,550.69)	103.71%
40120	Trustee's Coll - Prior Year	26,000.00	8,118.91	31.23%	22,000.00	15,015.48	68.25%
40125	Trustee's Coll - Bankruptcy	350.00	70.96	20.27%	600.00	40.98	6.83%
40130	Cir/Cl'k & Master Coll - Prior Year	4,550.00	4,613.32	101.39%	1,000.00	1,553.05	155.31%
40140	Interest and Penalty	3,600.00	928.57	25.79%	3,800.00	1,175.76	30.94%
40161	In Lieu of Taxes - TVA	1,500.00	781.02	52.07%	1,500.00	627.50	41.83%
40162	In Lieu of Taxes - Local Utilities	5,000.00	2,611.74	52.23%	5,000.00	2,553.24	51.06%
40163	In Lieu of Taxes - Other	27,000.00	48.08	0.18%	27,000.00	-	0.00%
40280	Mineral Severence Tax	35,000.00	8,592.26	24.55%	25,000.00	4,801.50	19.21%
40320	Bank Excise Tax	4,700.00	-	0.00%	4,700.00	-	0.00%
44170	Miscellaneous Refunds	1,500.00	348.30	23.22%	1,500.00	695.55	46.37%
46410	Bridge Program	-	-	0.00%	882,000.00	-	0.00%
46420	State Aid Program	735,000.00	-	0.00%	343,000.00	-	0.00%
46851	State Revenue Sharing - TVA	21,000.00	7,251.10	34.53%	21,000.00	7,217.01	34.37%
46852	State Revenue Sharing - Telecommunications	-	2,780.17	0.00%	-	-	0.00%
46920	Gasoline and Motor Fuel Tax	2,500,000.00	1,057,227.64	42.29%	2,147,148.00	975,926.18	45.45%
46930	Petroleum Special Tax	26,500.00	9,581.90	36.16%	28,000.00	11,977.37	42.78%
46970	State Shared Sales Tax - Cities	-	-	0.00%	-	-	0.00%
	Total	3,911,020.00	1,424,577.04	36.42%	4,032,701.00	1,341,994.72	33.28%
	Balance Beginning of Year, July 1, 2018	1,265,071.00	1,845,483.93	(580,412.93)	1,612,048.00	1,794,832.47	(182,784.47)
	Total Estimated Revenues & Other Sources	5,176,091.00	3,270,060.97	1,906,030.03	5,644,749.00	3,136,827.19	2,507,921.81
	Expenditures						
61000	Administration	245,035.00	91,999.03	37.55%	231,956.00	87,525.20	37.73%
62000	Highway and Bridge Maintenance	2,369,000.00	1,644,917.12	69.44%	2,275,830.00	1,629,868.07	71.62%
63100	Operation and Maintenance of Equipment	180,500.00	54,344.41	30.11%	180,500.00	66,218.61	36.69%
65000	Other Charges	182,850.00	29,133.55	15.93%	184,350.00	28,565.89	15.50%
66000	Employee Benefits	181,000.00	59,233.63	32.73%	164,870.00	55,532.97	33.68%
68000	Capital Outlay	1,270,000.00	42,280.00	3.33%	1,705,000.00	76,828.09	4.51%
	Total	4,428,385.00	1,921,907.74	43.40%	4,742,506.00	1,944,538.83	41.00%
	Reserves and Fund Balance	747,706.00	1,348,153.23	(600,447.23)	902,243.00	1,192,288.36	(290,045.36)
	Total Expenditures, Reserves, & Fund	5,176,091.00	3,270,060.97	1,906,030.03	5,644,749.00	3,136,827.19	2,507,921.81
	Balance	-	-	-	-	-	-
	Cash with Trustee		1,361,451.89			1,195,486.32	
	Other Assets		773,733.18			747,839.71	
	Liabilities		(787,031.84)			(751,037.67)	

141 - General Purpose School Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
	Revenues						
40110	Current Property Tax	3,756,840.00	2,341,242.73	62.32%	3,756,297.00	2,333,099.05	62.11%
40115	Discount on Property Tax	-	(39,229.74)	0.00%	-	(39,765.01)	0.00%
40120	Trustee's Collections - Prior Year	142,000.00	58,139.31	40.94%	142,000.00	107,474.17	75.69%
40125	Trustee's Collections - Bankruptcy	7,700.00	507.87	6.60%	7,700.00	293.32	3.81%
40130	Circuit/Clerk & Master Collections - Prior Years	75,000.00	33,019.79	44.03%	75,000.00	11,115.96	14.82%
40140	Interest and Penalty	28,200.00	6,632.39	23.52%	28,200.00	8,416.28	29.84%
40161	Payments in Lieu of Taxes - T.V.A.	10,800.00	5,580.37	51.67%	10,800.00	4,491.21	41.59%
40162	Payments in Lieu of Taxes - Local Utilities	37,300.00	18,693.50	50.12%	37,300.00	18,274.73	48.99%
40163	Payments in Lieu of Taxes - Other	189,700.00	344.10	0.18%	189,700.00	-	0.00%
40210	Local Option Sales Tax	7,979,626.00	2,817,869.41	35.31%	7,980,169.00	3,411,123.81	42.75%
40275	Mixed Drink Tax	10,000.00	1,962.39	19.62%	10,000.00	4,587.51	45.88%
40320	Bank Excise Tax	30,600.00	-	0.00%	30,600.00	-	0.00%
43370	Telephone Commissions	-	-	0.00%	-	-	0.00%
43517	Tuition - Other	100,800.00	46,932.30	46.56%	100,800.00	39,913.25	39.60%
43570	Receipts from Individual Schools	105,000.00	216,733.66	206.41%	105,000.00	44,576.27	42.45%
44146	Refund of Telecommunication & Internet Fees (E-Rate)	30,000.00	(8,382.43)	-27.94%	40,000.00	15,332.95	38.33%
44170	Miscellaneous Refunds	83,700.00	31,016.02	37.06%	83,700.00	10,539.21	12.59%
44530	Sale of Equipment	25,000.00	875.89	3.50%	25,000.00	12,371.81	49.49%
44550	Resale of Materials - T&I House	-	-	0.00%	-	12,600.00	0.00%
44560	Damages Recovered from Individuals	500.00	300.78	60.16%	500.00	-	0.00%
44570	Contributions and Gifts	395,888.35	27,975.80	7.07%	310,000.00	329,489.24	106.29%
46511	Basic Education Program	35,666,000.00	17,809,888.78	49.94%	35,154,000.00	17,655,917.78	50.22%
46515	Early Childhood Education	788,691.00	134,774.27	17.09%	700,000.00	119,695.57	17.10%
46550	Driver Education	30,000.00	20,573.30	68.58%	30,000.00	-	0.00%
46590	Other State Education Funds	511,275.00	53,796.71	10.52%	258,200.00	52,646.98	20.39%
46610	Career Ladder Program	169,500.00	70,040.41	41.32%	169,500.00	72,813.70	42.96%
46640	Vocational Equipment	-	51.16	0.00%	125,000.00	-	0.00%
46790	Other Vocational	300.00	-	0.00%	300.00	-	0.00%
46851	State Revenue Sharing - T.V.A.	285,100.00	73,546.83	25.80%	285,100.00	73,201.07	25.68%
46852	State Revenue Sharing - Telecommunications	-	19,899.06	0.00%	-	-	0.00%
46950	T.B.I. - Equipment Reimbursement	-	1,527.83	0.00%	-	-	0.00%
46980	Other State Grants	85,000.00	-	0.00%	5,000.00	-	0.00%
46990	Other State Revenues	500.00	-	0.00%	500.00	-	0.00%
47590	Other Federal through State	70,770.00	-	0.00%	521,000.00	3,287.53	0.63%
47640	ROTC Reimbursement	81,400.00	31,775.00	39.04%	81,400.00	31,184.35	38.31%
47690	Medicare	-	800.00	0.00%			0.00%
47990	Other Direct Federal Revenue	-	9,805.68	0.00%	-	-	0.00%
48130	Contributions	-	48,000.00	0.00%	-	-	0.00%
49800	Notes Issued	-	-	0.00%	-	-	0.00%
	Total	50,697,190.35	23,834,693.17	47.01%	50,262,766.00	24,332,680.74	48.41%
	Balance Beginning of Year, July 1, 2018	6,751,142.00	9,103,475.65	(2,352,333.65)	5,492,661.00	7,634,240.04	(2,141,579.04)

141 - General Purpose School Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
	Total Estimated Revenues & Other Sources	57,448,332.35	32,938,168.82	24,510,163.53	55,755,427.00	31,966,920.78	23,788,506.22
	Expenditures						
71100	Regular Instruction Program	26,069,133.35	11,078,061.42	42.49%	25,488,500.00	10,650,084.14	41.78%
71150	Alternative Instruction Program	473,200.00	195,209.36	41.25%	489,600.00	197,846.81	40.41%
71200	Special Education Program	3,979,650.00	1,690,855.70	42.49%	3,739,900.00	1,552,205.19	41.50%
71300	Vocational Education Program	1,724,830.00	630,966.26	36.58%	1,773,000.00	663,425.00	37.42%
71600	Adult Education Program	-	-	0.00%	-	64,129.68	0.00%
72110	Attendance	623,900.00	259,586.96	41.61%	625,800.00	236,455.95	37.78%
72120	Health Services	956,900.00	401,633.99	41.97%	1,042,800.00	416,332.87	39.92%
72130	Other Student Support	2,107,400.00	633,406.33	30.06%	2,128,300.00	758,391.93	35.63%
72210	Regular Instruction Program	1,205,500.00	564,229.38	46.80%	1,215,700.00	532,899.37	43.83%
72215	Alternative Instruction Program	123,450.00	43,207.18	35.00%	121,700.00	52,779.83	43.37%
72220	Special Education Program	621,800.00	215,280.89	34.62%	522,600.00	237,822.63	45.51%
72230	Vocational Education Program	127,850.00	52,527.87	41.09%	125,100.00	55,613.90	44.46%
72250	Technology	816,400.00	413,807.26	50.69%	821,400.00	440,684.51	53.65%
72310	Board of Education	883,400.00	251,817.78	28.51%	878,800.00	266,113.14	30.28%
72320	Director of Schools	217,350.00	84,469.19	38.86%	214,900.00	97,990.95	45.60%
72410	Office of the Principal	2,376,100.00	984,308.66	41.43%	2,373,300.00	1,034,675.93	43.60%
72510	Fiscal Services	350,480.00	150,740.15	43.01%	334,500.00	159,615.83	47.72%
72610	Operation of Plant	4,177,850.00	1,831,021.76	43.83%	4,083,600.00	1,615,921.50	39.57%
72620	Maintenance of Plant	2,029,380.00	798,718.89	39.36%	1,787,800.00	847,312.28	47.39%
72710	Transportation	1,952,100.00	1,028,944.80	52.71%	1,895,200.00	936,410.63	49.41%
73300	Community Services	100,800.00	42,306.53	41.97%	633,300.00	42,401.59	6.70%
73400	Early Childhood Education	946,790.00	309,114.74	32.65%	854,800.00	328,676.95	38.45%
76100	Regular Capital Outlay	1,267,000.00	135,690.26	10.71%	900,000.00	68,962.25	7.66%
	Total	53,131,263.35	21,795,905.36	41.02%	52,050,600.00	21,256,752.86	40.84%
	Reserves and Fund Balance	4,317,069.00	11,142,263.46	(6,825,194.46)	3,704,827.00	10,710,167.92	(7,005,340.92)
	Total Expenditures, Reserves, & Fund	57,448,332.35	32,938,168.82	24,510,163.53	55,755,427.00	31,966,920.78	23,788,506.22
	Balance	-	-	-	-	-	-
	Cash with Trustee		11,042,821.58			10,887,610.75	
	Other Assets		5,324,014.23			5,819,006.09	
	Liabilities		(5,224,572.35)			(5,996,448.92)	

142 - Federal Projects Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
	Revenues						
44170	Miscellaneous Refunds	-	-	0.00%	-	-	0.00%
47131	Vocational Education - Basic Grants to States	213,804.00	82,306.51	38.50%	147,277.74	(31,658.76)	-21.50%
47139	Other Vocational	-	-	0.00%	86,048.66	86,048.66	100.00%
47141	Title I Grants to Local Education Agencies	2,264,231.78	792,767.23	35.01%	2,047,005.25	590,160.23	28.83%
47142	Innovative Education Program Strategies	-	-	0.00%	126,033.46	128,801.50	102.20%
47143	Special Education - Grants to States	2,802,617.84	634,559.37	22.64%	2,815,599.17	617,937.29	21.95%
47145	Special Education Preschool Grants	80,568.83	26,013.67	32.29%	78,544.36	25,112.73	31.97%
47146	English Language Acquisition Grants	46,780.24	25,357.17	54.20%	55,402.05	25,530.14	46.08%
47147	Safe and Drug-free Schools - State Grants	-	-	0.00%	49,173.63	9,000.00	18.30%
47148	Rural Education	168,518.99	45,027.37	26.72%	46,687.87	(100,384.69)	-215.01%
47149	Education for Homeless Children and Youth	-	-	0.00%	44,006.50	19,396.43	44.08%
47189	Eisenhower Professional Development State Grants	533,298.79	143,970.01	27.00%	446,480.85	121,924.29	27.31%
47590	Other Federal Through State	576,348.93	153,339.39	26.61%	367,273.96	122,399.32	33.33%
	Total	6,686,169.40	1,903,340.72	28.47%	6,309,533.50	1,614,267.14	25.58%
	Balance Beginning of Year, July 1, 2018	-	147,390.71	(147,390.71)	-	151,365.54	(151,365.54)
	Total Estimated Revenues & Other Sources	6,686,169.40	2,050,731.43	4,635,437.97	6,309,533.50	1,765,632.68	4,543,900.82
	Expenditures						
71100	Regular Instruction Program	2,731,782.74	937,516.89	34.32%	2,427,282.69	705,802.47	29.08%
71200	Special Education Program	1,485,884.00	503,967.23	33.92%	1,631,969.67	503,443.63	30.85%
71300	Vocational Education Program	154,885.75	69,461.87	44.85%	185,183.66	57,927.44	31.28%
72130	Other Student Support	178,446.24	46,079.25	25.82%	148,810.60	36,870.63	24.78%
72210	Regular Instruction Program	403,866.00	122,563.44	30.35%	325,404.28	112,168.50	34.47%
72220	Special Education Program	1,382,302.67	171,110.75	12.38%	1,123,811.36	125,909.02	11.20%
72230	Vocational Education Program	12,000.00	4,425.12	36.88%	9,206.74	5,662.59	61.50%
72250	Technology	-	-	0.00%	115,862.50	35,815.56	30.91%
72310	Board of Education	-	-	0.00%	-	-	0.00%
72710	Transportation	15,000.00	-	0.00%	22,500.00	375.00	1.67%
73100	Food Service	-	-	0.00%	-	-	0.00%
73300	Community Services	322,002.00	122,886.90	38.16%	316,118.00	122,548.69	38.77%
99100	Transfers Out	-	-	0.00%	3,384.00	-	0.00%
	Total	6,686,169.40	1,978,011.45	29.58%	6,309,533.50	1,706,523.53	27.05%
	Reserves and Fund Balance	-	72,719.98	(72,719.98)	-	59,109.15	(59,109.15)
	Total Expenditures, Reserves, & Fund	6,686,169.40	2,050,731.43	4,635,437.97	6,309,533.50	1,765,632.68	4,543,900.82
	Balance	-	-	-	-	-	-
	Cash with Trustee		99,921.75			139,323.53	
	Other Assets		2,390.72			2,390.71	
	Liabilities		(29,592.49)			(82,605.09)	

143 - Food Service Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
	Revenues						
43521	Lunch Payments-Children	6,000.00	3,049.72	50.83%	4,000.00	3,804.77	95.12%
43522	Lunch Payments-Adults	47,000.00	29,964.65	63.75%	30,000.00	24,867.00	82.89%
43525	A la carte Sales	82,000.00	61,635.34	75.17%	70,000.00	47,432.22	67.76%
44110	Investment Income	20,000.00	31,068.16	155.34%	5,000.00	7,890.90	157.82%
44170	Miscellaneous Refunds	800,000.00	95,039.60	11.88%	300,000.00	188,339.67	62.78%
44530	Sale of Equipment	-	160.00	0.00%	1,000.00	738.00	73.80%
46520	School Food Service	37,000.00	-	0.00%	36,000.00	-	0.00%
47111	USDA School Lunch Program	1,932,000.00	1,084,903.83	56.15%	2,500,000.00	1,079,070.27	43.16%
47112	USDA - Commodities	350,000.00	-	0.00%	300,000.00	-	0.00%
47113	Breakfast	809,600.00	516,634.00	63.81%	1,000,000.00	459,669.34	45.97%
47114	USDA - Other	-	33,642.17	0.00%	-	8,607.56	0.00%
47590	Other Federal Through State	-	-	0.00%	-	-	0.00%
	Total	4,083,600.00	1,856,097.47	45.45%	4,246,000.00	1,820,419.73	42.87%
	Balance Beginning of Year, July 1, 2018	3,851,993.00	4,177,567.34	(325,574.34)	3,080,478.00	3,003,213.21	77,264.79
	Total Estimated Revenues & Other Sources	7,935,593.00	6,033,664.81	1,901,928.19	7,326,478.00	4,823,632.94	2,502,845.06
	Expenditures						
73100	Food Service	5,361,000.00	1,424,342.42	26.57%	4,938,500.00	1,415,778.83	28.67%
	Total	5,361,000.00	1,424,342.42	26.57%	4,938,500.00	1,415,778.83	28.67%
	Reserves and Fund Balance	2,574,593.00	4,609,322.39	(2,034,729.39)	2,387,978.00	3,407,854.11	(1,019,876.11)
	Total Expenditures, Reserves, & Fund	7,935,593.00	6,033,664.81	1,901,928.19	7,326,478.00	4,823,632.94	2,502,845.06
	Balance	-	-	-	-	-	-
	Cash with Trustee		3,907,805.58			2,758,112.95	
	Other Assets		714,287.20			698,637.69	
	Liabilities		(12,770.39)			(48,896.53)	

147 Consolidated School-Wide - Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
	Revenues						
47141	Title I Grants to Local Education Agencies	185,792.75	47,101.04	25.35%	167,449.27	44,554.42	26.61%
47143	Special Education - Grants to States	5,000.00	1,325.15	26.50%	5,000.00	2,470.60	49.41%
49800	Transfers In	-	-	0.00%	-	-	0.00%
	Total	190,792.75	48,426.19	25.38%	172,449.27	47,025.02	27.27%
	Balance Beginning of Year, July 1, 2018	-	5,000.00	(5,000.00)	-	5,000.00	(5,000.00)
	Total Estimated Revenues & Other Sources	190,792.75	53,426.19	137,366.56	172,449.27	52,025.02	120,424.25
	Expenditures						
71100	Regular Instruction Program	190,792.75	49,625.23	26.01%	172,449.27	47,144.34	27.34%
71200	Special Education Program	-	-	0.00%	-	-	0.00%
72210	Regular Instruction Program	-	-	0.00%	-	-	0.00%
	Total	190,792.75	49,625.23	26.01%	172,449.27	47,144.34	27.34%
	Reserves and Fund Balance	-	3,800.96	(3,800.96)	-	4,880.68	(4,880.68)
	Total Expenditures, Reserves, & Fund	190,792.75	53,426.19	137,366.56	172,449.27	52,025.02	120,424.25
	Balance	-	-	-	-	-	
	Cash with Trustee		5,419.74			7,119.36	
	Other Assets		-			-	
	Liabilities		(1,618.78)			(2,238.68)	

151 - Debt Service Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
	Revenues						
40110	Current Property Tax	1,246,593.00	776,883.63	62.32%	1,246,413.00	771,379.47	61.89%
40115	Disc. On Property Tax	(10,000.00)	(13,029.63)	130.30%	(10,000.00)	(10,423.25)	104.23%
40120	Trustee's Coll - Prior Year	30,000.00	52,412.97	174.71%	35,000.00	29,056.62	83.02%
40125	Trustee's Coll - Bankruptcy	700.00	159.81	22.83%	800.00	79.92	9.99%
40130	Cir/Cl'k & Master Coll - Prior Year	5,000.00	8,296.28	165.93%	2,500.00	3,236.25	129.45%
40140	Interest & Penalty	4,000.00	8,614.25	215.36%	5,500.00	2,238.71	40.70%
40161	In Lieu of Taxes - TVA	2,500.00	1,851.68	74.07%	2,500.00	1,427.51	57.10%
40162	In Lieu of Taxes - Local Utilities	9,000.00	6,202.89	68.92%	9,000.00	5,629.88	62.55%
40163	In Lieu of Taxes - Other	48,000.00	114.18	0.24%	48,000.00	-	0.00%
40210	Local Option Sales Tax	200,000.00	833,352.50	416.68%	163,000.00	113,358.66	69.55%
40220	Hotel/Motel Tax	50,000.00	31,938.50	63.88%	40,000.00	32,234.27	80.59%
40240	Wheel Tax	1,050,000.00	464,352.88	44.22%	1,020,000.00	447,808.62	43.90%
40320	Bank Excise Tax	9,000.00	-	0.00%	4,000.00	-	0.00%
44110	Investment Income	220,000.00	272,337.31	123.79%	180,000.00	184,925.08	102.74%
44170	Miscellaneous Refunds	-	-	0.00%	-	-	0.00%
46852	State Revenue Sharing - Telecommunications	6,000.00	6,602.90	110.05%	-	-	0.00%
48130	Contributions	-	-	0.00%	-	-	0.00%
	Total	2,870,793.00	2,450,090.15	85.35%	2,746,713.00	1,580,951.74	57.56%
	Balance Beginning of Year, July 1, 2018	8,792,812.00	8,988,865.53	(196,053.53)	8,431,463.00	8,701,818.97	(270,355.97)
	Total Estimated Revenues & Other Sources	11,663,605.00	11,438,955.68	224,649.32	11,178,176.00	10,282,770.71	895,405.29
	Expenditures						
82110	General Government Principal	695,000.00	-	0.00%	734,000.00	-	0.00%
82130	Education Principal	1,370,400.00	338,511.53	24.70%	1,350,306.00	338,511.53	25.07%
82210	General Government Interest	118,400.00	59,200.00	50.00%	145,850.00	70,925.00	48.63%
82230	Education Interest	948,800.00	491,036.50	51.75%	781,300.00	411,197.05	52.63%
82310	Other General Government Debt Service	125,000.00	41,162.98	32.93%	125,000.00	28,831.79	23.07%
82330	Education	7,440.00	4,340.00	58.33%	7,440.00	4,340.00	58.33%
	Total	3,265,040.00	934,251.01	28.61%	3,143,896.00	853,805.37	27.16%
	Reserves and Fund Balance	8,398,565.00	10,504,704.67	(2,106,139.67)	8,034,280.00	9,428,965.34	(1,394,685.34)
	Total Expenditures, Reserves, & Fund	11,663,605.00	11,438,955.68	224,649.32	11,178,176.00	10,282,770.71	895,405.29
	Balance	-	-	(0.00)	-	-	
	Cash with Trustee		10,053,748.02			8,979,093.55	
	Other Assets		1,849,295.37			1,844,540.40	
	Liabilities		(1,398,338.72)			(1,394,668.61)	

171 - General Capital Project Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	BUDGET	2018 - 2019 ACTUAL	REALISED	BUDGET	2017 - 2018 ACTUAL	REALISED
	Revenues						
44110	Investment Income		56,752.96			-	
49100	Bond Proceeds		-				
49410	Premiums on Debt Sold		-				
	Total		56,752.96			-	
	Balance Beginning of Year, July 1, 2018		5,812,850.03			-	
	Total Estimated Revenues & Other Sources		5,869,602.99			-	
	Expenditures						
91190	Other General Government Projects		759,065.87			-	
91170	Public Utility Projects		-			-	
	Total		759,065.87			-	
	Reserves and Fund Balance		5,110,537.12			-	
	Total Expenditures, Reserves, & Fund		5,869,602.99			-	
	Balance		-			-	
	Cash with Trustee		5,110,537.12			-	
	Other Assets		-			-	
	Liabilities		-			-	

177 - Other Capital Project Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	BUDGET	2018 - 2019 ACTUAL	REALISED	BUDGET	2017 - 2018 ACTUAL	REALISED
	Revenues						
44110	Investment Income		-			-	
48130	Contributions		758,881.66			-	
49100	Bond Proceeds		-			-	
49410	Premiums on Debt Sold		-			-	
	Total		758,881.66			-	
	Balance Beginning of Year, July 1, 2018		6,086,213.99			5,996,223.99	
	Total Estimated Revenues & Other Sources		6,845,095.65			5,996,223.99	
	Expenditures						
91300	Education Capital Projects		42,025.83			-	
	Total		42,025.83			-	
	Reserves and Fund Balance		6,803,069.82			5,996,223.99	
	Total Expenditures, Reserves, & Fund		6,845,095.65			5,996,223.99	
	Balance		-			-	
	Cash with Trustee		11,642.22			11,642.22	
	Other Assets		6,791,427.60			5,984,581.77	
	Liabilities		-			-	

178 - Capital Projects - William Biles
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	BUDGET	2018 - 2019 ACTUAL	REALISED	BUDGET	2017 - 2018 ACTUAL	REALISED
ACCOUNT	DESCRIPTION		ACTUAL				
	Revenues						
47590	Other Federal through State		3,347.54			27,975.00	
	Total		3,347.54			27,975.00	
	Balance Beginning of Year, July 1, 2018		-			-	
	Total Estimated Revenues & Other Sources		3,347.54			27,975.00	
	Expenditures						
91190	Other General Government Projects		3,347.54			27,975.00	
	Total		3,347.54			27,975.00	
	Reserves and Fund Balance		-			-	
	Total Expenditures, Reserves, & Fund		3,347.54			27,975.00	
	Balance		-			-	
	Cash with Trustee		-			-	
	Other Assets		-			-	
	Liabilities		-			-	

189 - Other Capital Project Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
	Revenues						
44110	Interest Earned		763.34			382.42	
	Total		763.34			382.42	
	Balance Beginning of Year, July 1, 2018		85,314.79			84,368.01	
	Total Estimated Revenues & Other Sources		86,078.13			84,750.43	
	Expenditures						
	Total		-			-	
	Reserves and Fund Balance		86,078.13			84,750.43	
	Total Expenditures, Reserves, & Fund		86,078.13			84,750.43	
	Balance		-			-	
	Cash with Trustee		86,078.13			84,750.43	
	Other Assets		-			-	
	Liabilities		-			-	

263 - Self Insurance Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	2018 - 2019 BUDGET	2018 - 2019 ACTUAL	2018 - 2019 REALISED	2017 - 2018 BUDGET	2017 - 2018 ACTUAL	2017 - 2018 REALISED
	Revenues						
43101	Self-Insurance Premiums/Contributions		-			-	
44110	Interest Earned		49,255.77			18,299.96	
44170	Miscellaneous Refunds		-			-	
	Total		49,255.77			18,299.96	
	Balance Beginning of Year, July 1, 2018		3,972,732.70			3,713,132.41	
	Total Estimated Revenues & Other Sources		4,021,988.47			3,731,432.37	
	Expenditures						
58400	Other Charges		636,447.17			613,587.97	
	Total		636,447.17			613,587.97	
	Reserves and Fund Balance		3,385,541.30			3,117,844.40	
	Total Expenditures, Reserves, & Fund		4,021,988.47			3,731,432.37	
	Balance		-			-	
	Cash with Trustee		4,751,215.80			4,745,407.86	
	Other Assets		32,247.74			21,277.14	
	Liabilities		(1,397,922.24)			(1,648,840.60)	

363 - Judicial District Drug Fund
Year to Date for the Month Ending December 31

ACCOUNT	DESCRIPTION	BUDGET	2018 - 2019 ACTUAL	REALISED	BUDGET	2017 - 2018 ACTUAL	REALISED
	Revenues						
42360	District Attorney General Fees		110.67			-	
42810	Fines		1,012.21			1,203.64	
42910	Proceeds from Confiscated Property		4,000.00			8,756.60	
44170	Miscellaneous Refunds		-			105.00	
	Total		5,122.88			10,065.24	
	Balance Beginning of Year, July 1, 2018		16,107.88			20,348.47	
	Total Estimated Revenues & Other Sources		21,230.76			30,413.71	
	Expenditures						
54150	Drug Enforcement		5,633.05			8,283.27	
	Total		5,633.05			8,283.27	
	Reserves and Fund Balance		15,597.71			22,130.44	
	Total Expenditures, Reserves, & Fund		21,230.76			30,413.71	
	Balance		-			-	
	Cash with Trustee		15,597.71			21,530.44	
	Other Assets		-			-	
	Liabilities		-			600.00	

Sanitation Monthly Report

Loads hauled to Waste-A-Way for the month of Jan, 2019

Tons	Tipping Fee	No. of Loads
19.1	849.95	2

Loads hauled to Southern Central Services

Tons	Tipping Fee	No. of Loads
773.42	34,417.19	128

Newsprints

Tons	Money Received	No. of Loads
0	0	0

Cardboard

Tons	Money Received	No. of Loads
42.87	0	11

Metal to Southern Central Iron & Metal LLC.

Tons	Money Received	No. of Loads
20.13	2,113.60	12

Aluminum Cans

Tons	Money Received	No. of Loads
0.48	403.20	2

Batteries Collected: 6 used batteries 45.00

Collection Site for used tires 1403 passenger tires, 28 truck tires.

Used Oil: 1 ton 250 gallon

Electronics: 1.50 tons

Plastic: 2.50 tons

Recycled and money coming back to the county: 3,221.30

Overall Percent Recycled in January 2019: 12%

WARREN COUNTY SHERIFF'S DEPARTMENT QUARTERLY REPORT
FOURTH QUARTER – OCTOBER 1, 2018 THROUGH DECEMBER 31, 2018

TOTAL JUVENILE ARRESTS THIS QUARTER	49
TOTAL PRISONERS THROUGH THE JAIL THIS QUARTER	889
TOTAL ACCIDENTS WORKED THIS QUARTER	90
TOTAL COMPLAINTS RECEIVED THIS QUARTER	5,059
TOTAL ESCORTS HANDLED THIS QUARTER	78
HOURS SPENT TRANSPORTING THIS QUARTER	311 HOURS, 14 MINUTES

OUT OF COUNTY TRIPS:

BEDFORD COUNTY	7
BLEDSOE COUNTY	9
CAMPBELL COUNTY	1
CANNON COUNTY	15
CLAY COUNTY	1
COFFEE COUNTY	10
CUMBERLAND COUNTY	1
DAVIDSON COUNTY	8
DEKALB COUNTY	13
DICKSON COUNTY	1
FRANKLIN COUNTY	2
GRUNDY COUNTY	1
HAMILTON COUNTY	28
HENDERSON COUNTY	1
KNOX COUNTY	6
MORGAN COUNTY	1
PUTNAM COUNTY	20
RUTHERFORD COUNTY	8
SMITH COUNTY	1
VAN BUREN COUNTY	1
WAYNE COUNTY	1
WHITE COUNTY	5
WILLIAMSON COUNTY	4
WILSON COUNTY	5
TOTAL TRANSPORT TRIPS –	**150**

SCHOOLING:

DEPUTIES

CIT	3
CIT – TRAIN THE TRAINER	2
TLETOA	2

CORRECTION OFFICERS

SEARCHES IN CORRECTIONS	31
TCI INSERVICE	4
PROFESSIONAL INMATE RELATIONS	16
DEFENSIVE TACTICS	31
MEDICAL CONDITIONS/PRECAUTIONS	32
SUICIDE PREVENTION	32

TOTAL MILES DRIVEN THIS QUARTER	199,594
TOTAL GALLONS OF GASOLINE USED THIS QUARTER	13,703.7
TOTAL MPG OF GASOLINE USED	14.56
TOTAL HOURS OF OVERTIME WORKED THIS QUARTER	831 HOURS, 45 MINUTES
TOTAL AMOUNT OF OVERTIME PAID THIS QUARTER	$24,392.86

Inmate Population Analysis
WARREN COUNTY SHERIFF OFFICE

DATE : 01/16/2019
TIME : 01:08:26PM

Male Inmates White:	497	Female Inmates White:	289	% Males:	64.68
Male Inmates Black:	47	Female Inmates Black:	15	% Females:	35.32
Male Inmates Other:	31	Female Inmates Other:	10	% Juvenile:	0.00
Male Inmates Juvenile:	0	Female Inmates Juvenile:	0	% White:	88.41
Total Male Inmates:	575	Total Female Inmates:	314	% Black:	6.97
				% Other:	4.61

Total Inmates: **889**

Age Range	Count
Less Than 13 or No Date Of Birth:	0
Between 13 and 15:	0
Between 16 and 17:	0
18:	11
Between 19 and 21:	35
Between 22 and 25:	102
Between 26 and 30:	173
Between 31 and 35:	166
Between 36 and 40:	131
Between 41 and 50:	160
Between 51 and 60:	91
Between 61 and 70:	17
71 and Over:	3

Average Male Age: **35.71**
Average Female Age: **36.61**
Average Juvenile Age: **0.00**

Average Age: **36**

Average White Age: **36.28**
Average Black Age: **37.19**
Average Other Age: **29.44**

Total Inmate Days In Jail: **13,862**
Average Days In Jail: **15.59**

Total Inmate Bond Amount: **$ 8,287,415.50**
Average Inmate Bond Amount: **12,537.69**

Total Inmate That Have Been In Jail Prior: **701**
Average Number Of Priors: **7.80**
% Priors To Total Count: **78.85**

Total Charges Against Inmates: **1,413**
Charged As Misdeameanant: **846**
Charged As Felon: **43**

On Tempory Release: **0**
On School Release: **0**

On Suicide Watch:	3	%: 0.00
Mental Illness:	7	%: 1.00
Sex Offenders:	10	
With Holds:	318	%: 36.00
Military Service:	45	
On Special Diets:	0	%: 0.00
Foreign Born:	32	
Weekenders:	18	
On Work Release:	0	
Violent:	3	%: 0.00
Sentenced:	281	%: 32.00
Not Sentenced:	608	%: 68.00
Past Sentence Time:	188	
Trustees:	8	%: 0.00
On Medications:	0	%: 0.00

Average Days Of Sentence In Days: **92.00**

Average Meds Per Inmate Who Are On Meds: **0.00**

Intake Dates From: 10/1/2018 Intake Dates Thru: 12/31/2018

WARREN COUNTY SHERIFF'S DEPARTMENT QUARTERLY REPORT

4TH QUARTER 2018

54110

BALANCE		OCTOBER	NOVEMBER	DECEMBER	TOTAL
$8,427.62	196 – IN-SERVICE TRAINING	$0	$550.00	$2,972.38	$3,522.38
$7,211.11	307 – COMMUNICATION	$1,066.21	$1,021.16	$961.11	$3,048.48
$1,450.00	317 – DATA PROCESSING	$900.00	$0	$0	$900.00
$3,165.94	337 – M/R OFFICE EQUIP.	$721.14	$49.98	$286.40	$1,057.52
$41,575.52	338 – M/R VEHICLES	$12,564.05	$8,799.53	$698.00	$22,061.58
$4,087.40	340 – MEDICAL	$85.00	$126.60	$0	$211.60
$1,980.00	348 – POSTAL	$0	$0	$0	$0
$2,086.50	349 – PRINTING	$626.76	$163.46	$188.62	$978.84
$4,124.38	355 – TRAVEL	$88.30	$961.25	$87.20	$1,136.75
$74,113.21	425 – GASOLINE	$10,243.85	$10,377.98	$9,441.63	$30,063.46
$3,190.20	431 – LAW ENF SUPPLIES	$245.29	$235.55	$202.97	$683.81
$3,056.73	435 – OFFICE SUPPLIES	$464.29	$363.43	$91.62	$919.34
$8,372.92	450 – TIRES/TUBES	$634.12	$395.11	$1,572.66	$2,601.89
$11,591.50	451 – UNIFORMS	$794.00	$676.00	$674.00	$2,144.00
$5,819.65	708 – RADIOS/PAGERS	$654.27	$0	$767.72	$1,421.99
$900.00	711 – FURNITURE/FIXTURES	$0	$0	$0	$0
$62,134.18	716 – LAW ENF EQUIPMENT	$621.10	$1,919.45	$0	$2,540.55
$243,286.86	**TOTALS**	**$29,708.38**	**$25,639.50**	**$17,944.31**	**$73,292.19**

WARREN COUNTY SHERIFF'S DEPARTMENT QUARTERLY REPORT

4TH QUARTER 2018

54210

BALANCE		OCTOBER	NOVEMBER	DECEMBER	TOTALS
$1,000.00	309 – CONTRACTS	$0	$0	$0	$0
$767.00	322 – EVALUATION/TEST	$0	$16.50	$16.50	$33.00
$9,031.29	336 – M/R EQUIPMENT	$3,136.66	$1,138.35	$1,250.19	$5,525.20
$159,931.41	340 – MEDICAL	$26,377.97	$24,479.04	$39,285.69	$90,142.70
$600.00	347 – PEST CONTROL	$100.00	$100.00	$100.00	$300.00
$1,745.17	349 – PRINTING	$164.88	$0	$0	$164.88
$31,357.57	410 – CUSTODIAL	$3,579.36	$3,877.53	$2,921.87	$10,378.76
$9,350.58	421 – FOOD PREP	$1,265.82	$1,161.17	$1,481.24	$3,908.23
$295,450.62	422 – FOOD	$41,181.39	$38,859.89	$37,008.03	$117,049.31
$2,316.05	431 – LAW ENF SUPPLIES	$0	$191.97	$201.00	$392.97
$4,656.06	441 – PRISONER CLOTHING	$0	$836.05	$348.98	$1,185.03
$96,947.65	452 – UTILITIES	$18,253.95	$16,788.62	$15,287.70	$50,330.27
$14,115.58	499 – OTHER	$107.78	$972.21	$944.72	$2,024.71
$20,054.79	716 – LAW ENF EQUIPMENT	$6,251.75	$6,474.54	$1,461.50	$14,187.79
$5,172.69	719 – OFFICE EQUIPMENT	$0	$0	$0	$0
$652,496.46	**TOTALS**	**$100,419.56**	**$94,895.87**	**$100,307.42**	**$295,622.85**
$895,783.32	**GRAND TOTALS**	**$130,127.94**	**$120,535.37**	**$118,251.73**	**$368,915.04**

Warren County Board of Education
John R. (Bobby) Cox, Ed. S. – Director of Schools

2548 Morrison Street, McMinnville, Tennessee 37110
Telephone: (931) 668-4022; Fax: (931) 815-2685

January 4, 2019

Honorable County Commissioners,

I hope this letter finds you all well. We have finished our first semester of school and our current enrollment Prek-12 is 6,470 students district wide. The Bobby Ray Elementary construction work continues and progress is being made with regard to the building connector and is in the finishing stages on the roof replacement of building B.

The West Elementary bids have been opened and came in a little higher than our budgeted amount and the electrical bid was a little lower than our budgeted amount. We are currently looking at options to negotiate pricing and will present this information to the school board for approval in the February meeting.

We had our Energy Systems Group (ESG) kickoff meeting on Monday January 25th and will begin work on the project in the coming months. We have completed the application process for the USDA grant through Caney Fork Electric and are now waiting for word from Washington on our application. We will continue to give updates to the education committee on a regular basis and as the work on these projects begins we invite you anytime to visit our schools and see the work progressing.

If you have any questions my door is always open please feel free to come by my office or contact me anytime.

Respectfully,

John R. (Bobby) Cox
Director of Schools

From the Office of County Executive Jimmy Haley
201 Locust Street, Suite 1
McMinnville, Tennessee 37110
Phone 931-473-2505 • Fax 931-473-0635

DATE: February 7, 2019
TO: Commissioners
FROM: Jimmy Haley
RE: ITEM 1— Budget Amendment #HWY-FY 18/19-1
ITEM 2- Budget Amendment #GF-FY 18/19-5

Budget Amendment #HWY-FY 18/19-1 concerns the County's maintenance of effort to the Highway Department.

Budget Amendment #GF-FY 18/19-5 is a budget amendment to create a Travel line item for the Circuit Court Clerk by moving money from Other Charges. This will allow the Clerk's employees to attend professional development programs.

Both items will be reviewed by the Budget and Finance Committee on Thursday, February 7, 2019, and by the Financial Management Committee on Monday, February 11, 2019.

Amendment # HWY-FY 18/19-1

WARREN COUNTY, TENNESSEE

AMENDMENTS TO THE GENERAL FUND BUDGET FOR FY 2018 - 2019

ESTIMATED REVENUES	INCREASE (DEBIT)	DECREASE (CREDIT)
40280 Mineral Severance Tax	12,070.00	
TOTAL CHANGES IN ESTIMATED REVENUES	**12,070.00**	**-**

ESTIMATED EXPENDITURES	DECREASE (DEBIT)	INCREASE (CREDIT)
	-	
TOTAL CHANGES IN ESTIMATED EXPENDITURES	**-**	**-**

ESTIMATED FUND BALANCE	DECREASE (DEBIT)	INCREASE (CREDIT)
34550 Restricted for Highways/Public Works		12,070.00
TOTAL INCREASE IN ESTIMATED FUND BALANCE	**-**	**12,070.00**

19th day of February, 2019.

Jimmy Haley, County Executive

ATTEST:

Lesa Scott, County Clerk

( ) Passed this the 19th day of February, 2019.
( ) Failed for lack of second this the 19th day of February, 2019.
( ) Failed on vote this the 19th day of February, 2019.
( ) Withdrawn this the 19th day of February, 2019.
( ) Tabled this the 19th day of February, 2019.
( ) Amended this the 19th day of February, 2019.

Estimated Net changes in Revenues	12,070.00
Estimated Net Changes in Expenditures	-
Estimated Net changes in Fund Balance	(12,070.00)
Amendment is in Balance	-

Amendment # GF-FY 18/19-5

WARREN COUNTY, TENNESSEE

AMENDMENTS TO THE GENERAL FUND BUDGET FOR FY 2018 - 2019

ESTIMATED REVENUES	INCREASE (DEBIT)	DECREASE (CREDIT)
TOTAL CHANGES IN ESTIMATED REVENUES	-	-

ESTIMATED EXPENDITURES	DECREASE (DEBIT)	INCREASE (CREDIT)
53100 Circuit Court		
355 Travel		1,200.00
599 Other Charges	1,200.00	
TOTAL CHANGES IN ESTIMATED EXPENDITURES	**1,200.00**	**1,200.00**

ESTIMATED FUND BALANCE	DECREASE (DEBIT)	INCREASE (CREDIT)
39000 Undesignated Fund Balance		
TOTAL INCREASE IN ESTIMATED FUND BALANCE	-	-

19th day of February, 2019.

Jimmy Haley, County Executive

ATTEST:

Lesa Scott, County Clerk

( ) Passed this the 19th day of February, 2019.
( ) Failed for lack of second this the 19th day of February, 2019.
( ) Failed on vote this the 19th day of February, 2019.
( ) Withdrawn this the 19th day of February, 2019.
( ) Tabled this the 19th day of February, 2019.
( ) Amended this the 19th day of February, 2019.

Estimated Net changes in Revenues	-
Estimated Net Changes in Expenditures	-
Estimated Net changes in Fund Balance	-
Amendment is in Balance	-

From the Office of County Executive Jimmy Haley
201 Locust Street, Suite 1
McMinnville, Tennessee 37110
Phone 931-473-2505 • Fax 931-473-0635

DATE: February 7, 2019
TO: Commissioners
FROM: Jimmy Haley
RE: ITEM 3—Approval of Contract for Records Management Services between Warren County Schools & Virtual Image Technology

This multi-year contract was approved by the Financial Management Committee on Thursday, January 31, 2019, and is being presented to the full County Commission for approval. Please see the attached supporting documents from Warren County Schools.

Warren County Board of Education
Candice G. Willmore, Ed.D.- Director of Special Education/504
willmorec@warrenschools.com
2548 Morrison Street, McMinnville, Tennessee 37110
Telephone: (931) 668-1728; Fax: (931) 668-1732

Digital Records Conversion Cost Estimate
Special Education Department
January 4, 2019

Virtual Image Technology
Jeff Epperson

$205/per box to be picked up and scanned (this is off the Oak Ridge Bid that is good for now)
Special education has around 235 boxes of records
Total Scanning cost would be $48,175.00

Other charges: $150 per trip to box up records, take them, scan them. We would need 3 trips.
Total charges for delivery and scanning would be $450.00
Storage of boxes: $5/box
Annual VITDocs charge, depending on size of files

This can be divided out for 2 years.
If divided, they charge $10/box to index records not scanned immediately
Plan to scan 113 boxes year 1
Plan to scan 122 boxes year 2 (these would be indexed the first year)
Total index charges would be $1,220.00

Year 1 cost for special ed:	
3 pick ups:	$ 450.00
Index of 122 boxes:	$ 1,220.00
Scan of 113 boxes:	$23,165.00
Annual VITDocs charge (15-20 gig range):	$ 840.00
Storage of 122 boxes for year 2:	$ 610.00
Total cost for year 1:	$26,285.00

Year 2 cost for special ed:	
Scan of 122 boxes:	$25,010.00
Annual VITDocs charge (20-25 gig range):	$ 970.00
Total cost for year 2:	$25,980.00

VIT Estimate for General Purpose Funds

Location	Boxes	Cost for Boxes	Indexing	Index Cost	Pick Up	Total
Central Office Basement	**167 x 205**	**34,235.00**				
Year 1 (18-19)	53 x 205	10,865.00	114 boxes x 10.00	1,140.00		12,005.00
Year 2 (19-20)	57 x 205	11,685.00				11,685.00
Year 3 (20-21)	57 x 205	11,685.00				11,685.00
		Budgeted 72310-599				
Central Office Payroll	**(inactive only)**					
Pick Up (2 Pick Ups)					300.00	300.00
Year 1	39 x 205	7,995.00				7,995.00
		Budgeted 72510-599				8,295.00
18-19 Schools Year One - Student Files						
Pick Up (2 Pick Ups)					300.00	300.00
Bobby Ray	2 x 205	410.00	6 boxes x 10.00	60.00		470.00
Centertown	2 x 205	410.00	5 boxes x 10.00	50.00		460.00
Dibrell	2 x 205	410.00	4 boxes x 10.00	40.00		450.00
Eastside	2 x 205	410.00	4 boxes x 10.00	40.00		450.00
Hickory Creek	2 x 205	410.00	5 boxes x 10.00	50.00		460.00
Irving College	2 x 205	410.00	5 boxes x 10.00	50.00		460.00
Morrison	4 x 205	820.00	10 x 10.00	100.00		920.00
WCHS	50 x 205	10,250.00	100 x 10.00	1,000.00		11,250.00
West	1 x 205	205.00	3 x 10.00	30.00		235.00
		Yr. 1 - Budgeted 72110-399				15,455.00
19-20 Schools Year Two - Student Files						
Bobby Ray	4 x 205	820.00				820.00
Centertown	3 x 205	615.00				615.00
Dibrell	2 x 205	410.00				410.00
Eastside	2 x 205	410.00				410.00
Hickory Creek	3 x 205	615.00				615.00
Irving College	3 x 205	615.00				615.00
Morrison	6 x 205	1,230.00				1,230.00
WCHS	50 x 205	10,250.00				10,250.00
West	2 x 205	410.00				410.00
		Year 2 - Budgeted 72110-399				15,375.00

Year 1 Boxes	159 15-20 GB	798.00
Year 2 Boxes	291 30-35 GB	1048.00
Year 3 Boxes	348 35-40 GB	1141.00

This is a charge that will be billed annually based on how many GB of storage we use.

VIT Estimated Conversion Cost Estimate
SCHOOL NUTRITION

Location	Boxes	Cost for Boxes	Indexing	Index Cost	Pick Up	Total
School Nutrition Payroll (inactive files)						
Pick Up -- 1 Pick Up					$150.00	$150.00
Year 1	39 x 205	$7,995.00				$7,995.00
Yearly Storage Fee						$500.00
Budgeted 73100-599						$8,145.00

Warren County TN Schools
Contractual Agreement for Document Imaging, Retrieval and Storage Services

This contract for **Records Management Services** (the "Contract") is made and entered into this **25th day** of **January, 2019**, between the **Warren County TN Schools,** (the "School System"), and **DSCS Holdings LLC dba VIRTUAL IMAGE TECHNOLOGY (VIT), PO Box 2200, Charlotte, NC 28241** (the "Provider").

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

Objectives:

A. To eliminate issues with your current vendor (s) and or systems.
B. Address the lack of available storage space and improve security of confidential information.
C. Minimize the district's burden concerning records of former students and employees.
D. Better address district personnel, former students, and third parties needing access to records.
E. Progress as quickly as possible towards fully digitized records.
F. Lower overall total associated cost.

1. **Obligations of Provider:** Provider hereby agrees to provide services to the School System as follows:

Charges as follows:

VIT will come to the location where Warren County TN Schools' records are stored, pick up records, barcode them and box or re-box if necessary. This may require multiple trips. VIT will charge pick-up and transportation cost back to the school system.

VIT will provide boxes and labor as needed and will come and get everything picked up. Warren County TN Schools staff will not have to do anything.

A. Normal Pick-up charges will be $150.00 per/trip (if 100 boxes or less per trip)

B. Scanning HR/Employee, Special Education and Student Records = $205.00 per/box (Includes purge, prep, scanning and indexing name and date of birth and loading into VITDocs)
assuming records have not been purged and boxes contain about 3000 pages and 60 to 70 files

VIT will scan at whatever timeframe fits with the School System's budgetary needs.

C. VITDocs Archive:

This is our cloud based Archive that will allow Warren County TN Schools personnel to instantly access the records.

$ 500.00 Per/year - Indexes plus first 0-5 GB (35 boxes) of storage (additional storage fees are based on actual volume of images stored online.)

Storage Space	Annual Cost	Storage Space	Annual Cost
0-5 GB	$ 500.00	5-10 GB	$ 697.33
10-15 GB	$ 766.24	15-20 GB	$ 837.90
20-25 GB	$ 909.56	25-30 GB	$ 970.20

Illegal/Prohibited Use

VITDocs' Network may be used only for lawful purposes. Transmission, distribution or storage of any materials in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Unauthorized Uses

VITDocs is intended for use only as a document storage, access and retrieval system in support of a customer's need to store, access, and retrieve documents. It is not intended for use as a temporary data or document storage and transportation mechanism or system. Documents, either individually or in volume, may not be uploaded to VITDocs and then retrieved by and/or transferred to any person, persons or Companies. This type of activity within a VITDocs account will be considered unauthorized data or document transportation and in direct violation of this Acceptable Use Policy under the customer's agreement with DSCS Holdings LLC. Such a violation can result in the customer's use of VITDocs or the system being restricted, limited or terminated, including on a temporary basis pending resolution of any such violation to the satisfaction of DSCS Holdings.

2. **Obligations of the School System**.

   2.1. The School System hereby agrees to cooperate with VIT to facilitate the smooth transition from the former vendor and procedures.

   2.2. The School System hereby agrees to compensate Provider at a rates detailed above.

   2.3. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.

3. Term. The services described in the Contract will be for three years, from **this 25th day of January, 2019, through January 25th, 2022** unless sooner terminated as herein provided. This contract will auto renew at anniversary date unless one party notifies the other party at least 60 days in advance.

4. Compensation. The School System hereby agrees to compensate Provider at a rates detailed above monthly or annually as services have been rendered in accordance with the terms of this Contract. Provider shall provide School System with itemized invoice(s) including the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. The School System shall process payments to Provider within thirty (30) days of submission of such invoice(s).

5. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon sixty (60) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider at the rate set out in Section 1 for all services performed as of the date of termination along with reasonable cost to deliver or return records.

6. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.

7. Insurance. Provider agrees to maintain Commercial General Liability in amount of $1,000,000 each occurrence, $1,000,000 each occurrence in Personal & Advertising Injury with $2,000,000 General Aggregate, and $2,000,000 Products/Completed Operations Aggregate. Provider shall maintain $1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all Providers' employees participating in the provision of services under this Contract. Warren County TN Schools shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.

8. Taxes. Provider shall pay all federal, state, and FICA taxes for all Providers' employees participating in the provision of services under this Contract.

9. Confidentiality of Information. Provider agrees that all records or personally identifiable information contained in records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School Systems' policies. All records shall be kept in a secure location preventing access by unauthorized individuals. Provider shall not forward to any person other than the School System any record or personally identifiable information obtained from a record (including, but not limited to, the employee or student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all records or personally identifiable information obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any records or personally identifiable information.

10. Electronic Redundancy Electronic images and databases will be securely stored on cloud servers in multiple time zones as well as being backed up on servers at Providers record center/production facility. Commercially reasonable responsibility and due diligence shall be exercised to assure the protection and security of all information belonging to the School System.

11. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters.

12. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.

13. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.

14. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Warren County TN Schools or of any principal or central office staff administrator employed by the School System. For

purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.

15. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.

16. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Agreement shall prevail.

17. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

18. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

19. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."

20. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

WARREN COUNTY TN SCHOOLS

By: _____ Dated: _____

Printed Name: _____ Title: _____

DSCS HOLDINGS LLC DBA VIRTUAL IMAGE TECHNOLOGY

By: _____ Dated: _____

Printed Name: _____ Title: _____

Oak Ridge Schools

BUSINESS SERVICES

Telephone (865)425-9048
Fax: (865)425-9060

ORS RFP-Document Imaging Services FY15

Document Imaging Services

COOPERATIVE PURCHASING AGREEMENT

Warren County Schools requests permission from the Oak Ridge School District to purchase from Bid Number: **Document Imaging Services FY15** for **Document Imaging Services** awarded by Oak Ridge School District to **Virtual Image Technology.**

- **Warren County Schools** agrees to be financially responsible for all orders placed by **Warren County Schools**.

(Signature): _____ Date: 1-14-19

(Name): John R. Cox, Director of Schools

Pat Smith 1.15.19

Pat Smith
Finance Director
Oak Ridge Schools

This is to comply with T.C.A 12-3-1205 (Formerly 12-3-1009) and 12-3-1203 (Formerly 12-3-1004).

This is to comply with T.C.A. 12-3-1205 and 12-1203.

12-3-1205 (Formerly 12-3-1009). Cooperative purchasing agreements.

(a) Any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one (1) or more other local governments in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between local governments. Where the participants in a joint or multi-party contract are required to advertise and receive bids, it shall be sufficient for those purposes that the purchasing entity comply only with its own purchasing requirements.
(b)
(1) Notwithstanding any other law to the contrary, any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, or with an agency of the United States, to the extent federal law permits the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.
(2) A municipality, county, utility district, or other local government of the state may participate in a master agreement by adopting a resolution accepting the terms of the master agreement. If a participant in a joint or multi-party agreement is required to advertise and receive bids, then it will be deemed sufficient for those purposes that the purchasing entity or the entity that procured the bid complied with its own purchasing requirements. The participant shall acquire and maintain documentation that the purchasing entity or entities that procured the bid complied with its own purchasing requirements.
(3) The powers conferred by this section are in addition and supplemental to the powers conferred by any other law, and any limitations imposed by this section shall not affect powers conferred by any other law.
(4) This subsection (b) does not apply to:
(A) Purchases of new or unused motor vehicles, unless the motor vehicles are manufactured for a special purpose as defined in § 12-3-1208. As used in this subdivision (b)(4)(A), "motor vehicle" does not include a farm tractor, mower, earth-moving machinery, construction machinery, or other similar machinery or equipment;
(B) Purchases of construction, engineering, or architectural services, or construction materials. As used in this subdivision (b)(4)(B), "construction materials" does not include materials used in the operation of a municipal utility system, including, but not limited to, transformers, conductors, insulators, poles, cross-arms, anchors, pipes, valves, meters, or other components or parts of a utility system, whether purchased in accordance with a purchasing agreement with the Tennessee Valley authority or another purchasing arrangement; or
(C) Purchases of fuel, fuel products, and lubricating oils.
(5) The authorization for exercising joint purchasing authority with an agency of the United States under subdivision (b)(1) does not include the authority to purchase construction machinery, including, but not limited to, bulldozers and other heavy equipment utilized in construction or on construction sites.
(c) The chief procurement officer may collect information from municipalities, counties, utility districts, or any other local government unit concerning the type, cost, quality, and quantity of commonly used goods, supplies, services, or equipment being procured under cooperative purchasing agreements. The chief procurement officer may make available all such information to any municipality, county, utility district, or other local government unit upon request.

History

Acts 1999, ch. 382, § 4; 2010, ch. 1067, § 1; 2011, ch. 152, § 1; 2013, ch. 329, § 3; T.C.A. § 12-3-1009; Acts 2013, ch. 403, § 70; 2016, ch. 935, §§ 1, 2; 2018, ch. 574, § 1.

12-3-1203 (Formerly 12-3-1004). Purchases for other local governmental units.

(a) Any municipality, county, utility district, or other local governmental unit of the state may, upon request, purchase supplies, equipment, and services for any other municipality, county, utility district, or other local governmental unit.
(1) The purchases shall be made on the same terms and under the same rules and regulations as regular purchases of the purchasing entity.
(2) The cost of the purchase shall be borne by the local government for which the purchase was made.
(3) Where the local government making the request is required to advertise and receive bids, it shall be sufficient for those purposes that the purchasing entity comply only with its own purchasing requirements.
(b)
(1) Any local education agency (LEA) may purchase equipment under the same terms of a legal bid initiated by any other LEA in Tennessee.
(2)
(A) Any LEA may purchase directly from a vendor the same equipment at the same price and under the same terms as provided in a contract for such equipment entered into by any other LEA.
(B) Any LEA which purchases equipment under this subsection (b) shall directly handle payment, refunds, returns, and any other communications or requirements involved in the purchase of the equipment without involving the LEA which originated the contract. The originating LEA shall have no liability or responsibility for any purchases made by another LEA under a contract which the originating LEA negotiated and consummated.
(c)
(1) Any municipality, county, utility district, or other local governmental unit of this state may purchase supplies, goods, equipment, and services under contracts or price agreements entered into by any other local governmental unit of this state. Such purchases shall be made on the same terms and under the same rules and regulations as regular purchases of the purchasing entity. Any local governmental unit that purchases supplies, goods, equipment, or services under this section shall directly handle payment, refunds, returns, and any other communication or requirements involved in the purchase without involving the local governmental unit that originated the contract. The originating local governmental unit shall have no liability or responsibility for any purchases made by another local governmental unit under a contract that the originating local governmental unit negotiated and consummated. Where any local or private act, charter, or general law requires that a local governmental unit purchase by competitive bidding, the local governmental unit may, notwithstanding the local or private act, charter, or general law, purchase without public advertisement or competitive bidding in accordance with this section.
(2) This subsection (c) shall not apply to:
(A) Purchases of new or unused motor vehicles, unless the motor vehicles are manufactured for a special purpose as defined in § 12-3-1208; and
(B) Purchases related to any transportation infrastructure project, including, but not limited to, projects for the construction or improvement of streets, highways, bridges, tunnels, or any roadway related facility.

History

Acts 1984, ch. 765, § 7; 2003, ch. 228, § 1; 2010, ch. 1067, § 2; 2012, ch. 600, §§ 1-3; 2013, ch. 329, § 1; T.C.A. § 12-3-1004; Acts 2013, ch. 403, § 68.

From the Office of County Executive Jimmy Haley
201 Locust Street, Suite 1
McMinnville, Tennessee 37110
Phone 931-473-2505 • Fax 931-473-0635

DATE: February 7, 2019
TO: Commissioners
FROM: Jimmy Haley
RE: ITEM 4— Res. No. 2-2019

Res. No. 2-2019 would authorize the recommended updates to the Rules and Regulations for the Warren County Animal Control and Adoption Center. The Policy & Personnel Committee and Health & Welfare Committee held a joint meeting on Thursday, January 31, 2019. The committees voted unanimously to recommend the revisions included with the updated document. An outline of proposed changes is below:

List of Proposed Modifications in February 2019 Revision

- Title changed to "Warren County Animal Control and Adoption Center – Handbook of Rules and Regulations"

- Article II Section 1. Changed to include "cats" in title and last sentence edited to make section applicable to cats as well as dogs.

- Article II Section 2. Changed to include "cats" in title and last sentence edited to make section applicable to cats as well as dogs.

- Article VIII Section (d). Changed to lengthen the holding period from five days to seven and to include the notice that dogs/cats may be spayed/neutered

- Article XI. Changed to lengthen the holding period from five days to seven and add provision providing notice that dogs/cats may be spayed/neutered.

- Article XIII. Changed to add sections (h) and (i) which provide procedure for adoption of dogs/cats who are younger than 6 months of age and have not yet been spayed/neutered with a deposit of $50.

- Article XIV. New language stating that WC Animal Control can accept puppies/kittens so long as satisfactory proof of spaying of the mother animal has been completed.

RESOLUTION NO. 2-2019

A RESOLUTION TO ADOPT THE
WARREN COUNTY ANIMAL CONTROL
RULES AND REGULATIONS *(revised February 19, 2019)*

WHEREAS, on December 19, 2005 the Legislative Body of Warren County, Tennessee adopted Resolution No. 10, thereby establishing rules and regulations under which Warren County Animal Services would operate; and

WHEREAS, on March 16, 2009 and February 18, 2013, the Legislative Body of Warren County, Tennessee adopted Resolution No. 6-09, Resolution No. 3-2013, Resolution No. 23-2013, and Resolution No. 28-2014, thereby revising the Rules and Regulations for Warren County Animal Control in the interest of public safety; and

WHEREAS, it is in the best interest of the citizens of Warren County to enhance adoption efforts and place a greater number of dogs and cats in new homes; and

WHEREAS, it is the recommendation of the Warren County Health & Welfare Committee and Warren County Policy & Personnel Committee to revise the Warren County Animal Control Rules and Regulations to update the document with the attached changes; and

WHEREAS, a copy of the Warren County Animal Control Rules and Regulations *(revised February 19, 2019)* reflecting the revisions is attached hereto and made part of this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Legislative Body of Warren County, Tennessee, meeting in regular session on this the 19th day of February, 2019, in McMinnville, Warren County, Tennessee, as follows:

SECTION 1. That the Warren County Animal Control Rules and Regulations (*revised February 19, 2019*) be hereby adopted; and

SECTION 2. That this resolution become effective upon its passage, the welfare of the County requiring it.

( ) Passed this the 19th day of February, 2019.
( ) Failed for lack of second this the 19th day of February, 2019.
( ) Failed on vote this the 19th day of February, 2019..
( ) Withdrawn this the 19th day of February, 2019.
( ) Tabled this the 19th day of February, 2019.
( ) Amended this the 19th day of February, 2019.

_____
JIMMY HALEY
COUNTY EXECUTIVE

ATTEST

_____
LESA SCOTT, COUNTY CLERK

WARREN COUNTY ANIMAL CONTROL AND ADOPTION CENTER

Handbook of Rules and Regulations

(Revised February 19, 2019)

WARREN COUNTY ANIMAL CONTROL
Rules and Regulations
(Revised February 19, 2019)

ARTICLE 1. Duties

a. The duties of Warren County Animal Control shall include the following:

(1) To provide essential animal services to the residents of Warren County through the enforcement of animal-related codes as stated in the Tennessee Code and County Rules and Regulations;
(2) To provide animal safety and educational programs;
(3) To attempt to resolve animal-related problems by education or advice;
(4) To provide emergency and rescue services for animals;
(5) To cooperate with the county health director and assist in the enforcement of the laws of the county and state with regard to animals and especially with regard to the vaccination of dogs and cats against rabies and the confinement or leashing of vicious animals;
(6) To investigate cruelty to or abuse of dogs, cats and other animals; and
(7) To maintain an animal shelter in accordance with the provisions of this act and the policies of Warren County Animal Control that will include, but not be limited to sheltering of animals impounded under this Act, quarantine of rabies-suspect animals, and disposition of impounded animals by adoption, redemption or humane euthanasia.

ARTICLE II. Seizure of at-large dogs and/or cats upon return to property.

Section 1. Viewing of dog(s) and/or cat(s) at large.

An Animal Control Officer may upon viewing a dog at large and upon the dog's return to its legal property, impound such dog off its property for safe keeping if, in the opinion of the officer, (1) there is no way to ensure the dog's confinement to the property if the officer would leave it there to await the owner's return, or (2) it could present a danger to the public, traffic or other animals if left until the owner returns. The impoundment fee shall be waived on the first such impound if the owner redeems within three (3) days. At the time of the impoundment, a notice of impound shall be posted in a place that would be visible from the public right-of-way or the front door or entrance, and it shall state the procedure to redeem such animal. If the impounded animal is not redeemed by the owner within seven (7) days then the animal may be spayed/neutered. This section does not authorize the entry into any building on the property nor the removal, without a search warrant or the owner's written permission, of any animal from any building on the property. For the purposes of this Section 1, the term cat shall additionally apply wherever the term dog is utilized.

Section 2. Adequate and definitive proof of dog(s)/cat(s) at large.

An Animal Control Officer may, upon obtaining **adequate and definitive proof** of a dog at large and upon the dog's return to its legal property, impound such dog off its property for safe keeping if, in the opinion of the officer, (1) there is no way to ensure the dog's confinement to the property if the officer would leave it

there to await the owner's return, or (2) it could present a danger to the public, traffic or other animals if left until the owner returns. **Adequate and definitive proof may be any one of the following or a combination of the following: (1) photograph(s) wherein the dog is clearly identifiable and wherein the property on which the dog is located is clearly identifiable as not being the property of the dog's owner; (2) video wherein the dog is clearly identifiable and wherein the property on which the dog is located is clearly identifiable as not being the property of the dog's owner; (3) written reports filed with law enforcement or Animal Control authorities which document frequent and/or repeated complaints of the dog being on property other than property of its owner; and (4) any other proof deemed adequate and definitive by Animal Control**. The impoundment fee shall be waived on the first such impound if the owner redeems within three (3) days. At the time of the impoundment, a notice of impound shall be posted in a place that would be visible from the public right-of-way or the front door or entrance, and it shall state the procedure to redeem such animal. If the impounded animal is not redeemed by the owner within seven (7) days then the animal may be spayed/neutered. This section does not authorize the entry into any building on the property nor the removal, without a search warrant or the owner's written permission, of any animal from any building on the property. For the purposes of this Section 2, the term cat shall additionally apply wherever the term dog is utilized.

ARTICLE III. Interference with enforcement of Act.

It shall be unlawful for any person to interfere with or hinder officers of Warren County Animal Control in the performance of any duty authorized by this Act or to seek to release any animal in the custody of Warren County Animal Control except as otherwise specifically provided herein.

ARTICLE IV. Care of impounded animals.

Warren County Animal Control shall take proper care at all times of all animals held in custody and shall provide such animals with adequate food, water and shelter.

ARTICLE V. Redemption by owner.

The owner of any animal confined at the Warren County Animal Control facility may, before the expiration of the legal holding period, redeem the same upon payment of the assessed fees and production of proof of ownership satisfactory to Warren County Animal Control of his or her ownership of the animal.

ARTICLE VI. Enforcement of Act; obstructing enforcement.

Warren County Animal Control shall enforce the provisions of this Act and shall have the powers to issue citations for violations thereof. It shall be unlawful for any person to hinder or interfere with Warren County Animal Control personnel in the performance of their duties hereunder.

ARTICLE VII. Setting humane traps and authority to receive trapped animals.

Warren County Animal Control is authorized to place, upon request, live-capture animal traps on private property with the permission of the owner or public property to trap and remove stray, at large, abandoned, nuisance domestic animals, bite or rabies suspect animals. It is unlawful for any person other than an Animal Control Officer or the officer's designee to remove any animal from the trap or to damage, destroy, move or tamper with the trap. Warren County Animal Control is authorized to receive and impound animals that are trapped by other agencies or persons.

ARTICLE VIII. Running at large.

a. It shall be unlawful for any person to allow any unrestrained dog or cat belonging to him or under his control or habitually found on premises occupied by him or immediately under his control to go unrestrained upon the premises of another without permission of the property owner or other person in control of the property or upon any public street or sidewalk or other public property in the County. Any dog or cat found running at large in violation of this section is declared to be a nuisance and liable to seizure and disposal as provided in this Act. Exceptions to the prohibition set forth in this paragraph are for hunting dogs while in chase or returning from chase and any dog in a municipally owned and operated dog park designed and operated for the purpose of allowing dogs to run free of restraint in a specified area.

b. In the event the owner, or custodian, of the dog or cat desires to redeem such dog or cat, then the owner, or custodian, shall pay all the costs including impound fees, board fees, and the cost of the vaccination, if necessary before becoming entitled to the possession of such impounded dog or cat.

c. Impound fees will be set from time to time by Warren County Animal Control, but their payment shall in no wise relieve the owner, or custodian, of the payment of any other fine or penalty provided for in this Act.

d. If no one appears to redeem the dog or cat within seven (7) days of being impounded **when the owner is known**, the county may disposition the animal by spaying/neutering the animal and placing it for adoption or by euthanasia.

e. Estrous period. It shall be unlawful for any person owning or having possession, charge, custody, or control of a female dog or female cat to allow that animal to be at large during its estrous period. The owner or person having possession of the animal must, from the first symptom of being in heat for twenty-eight (28) days, restrain the animal in a secure enclosure in such a manner that will prevent the animal from coming in contact with a male of its species. This section shall not be construed to prohibit the intentional breeding of animals on the premises of the owners or keepers of the animals involved.

ARTICLE IX. Care while in custody.

Warren County Animal Control shall provide clean, comfortable and sanitary quarters for all dogs and cats, keeping males and females and vicious dogs in separate kennels or cages and shall provide a liberal allowance of wholesome food and fresh, clean water.

ARTICLE X. Redemption of impounded animals by owners; fees.

a. The owner of a dog, cat, or small household pet may claim and redeem such animal by paying Warren County Animal Control a fee of **thirty-five dollars ($35.00)** and board for each day after the day impounded at the rate of **ten dollars ($10.00)** per day. The owner of a dog or cat may claim and redeem it upon payment of the vaccination fee, a fee of **thirty-five dollars ($35.00)** and board for each day such dog or cat has been kept at Warren County Animal Control at the rate of **ten dollars ($10.00)** per day; provided, however, that upon a second offense for a dog or cat, the above fee shall be **fifty dollars ($50.00)** and upon a third and subsequent offenses shall be **one hundred dollars ($100.00)** in addition to the board of **ten dollars ($10.00)** per day as set out above. All

veterinarian costs and/or other costs incurred as a result of the impoundment shall be the responsibility of the owner and subject to payment in full prior to the release of the animal.

b. The owner of livestock may claim and redeem such animal by paying Warren County Animal Control an impound fee of **fifty dollars ($50.00)** and board for each day after the day impounded at the rate of **fifteen dollars ($15.00)** per day plus the cost of any transportation of the animal to Warren County Animal Control. Such costs as well as all veterinarian costs and/or other costs incurred as a result of the impound shall be the responsibility of the owner and subject to payment in full prior to the release of the animal.

ARTICLE XI. Disposition of unclaimed dogs or cats.

Any dog or cat impounded that is wearing a current rabies vaccination tag shall be kept for a period of not less than seven (7) days and if not redeemed within such period may be spayed/neutered and placed up for adoption or humanely destroyed or otherwise disposed of. Any dog or cat impounded that is not wearing a current rabies vaccination tag shall be kept for three (3) business days and if not claimed or redeemed may be spayed/neutered and placed up for adoption, humanely destroyed or otherwise disposed of.

ARTICLE XII. Detention when rabies suspected.

If any dog or cat has bitten any person or is suspected of having rabies, Warren County Animal Control may cause such dog or cat to be confined or isolated at the owner's home, at a veterinary hospital, or at the Warren County Animal Control facility for such time as the health department deems it necessary to protect the safety of the people and community. The owner of such dog or cat shall be liable for board fees in the amount of **fifteen dollars ($15.00)** per day if such dog or cat is confined at the Warren County Animal Control facility.

ARTICLE XIII. Procedure with respect to redemption or adoption of animals.

No person shall adopt a dog or cat from Warren County Animal Control unless the dog or cat has first been spayed or neutered.

(a) The agency shall require payment of **eighty-five dollars ($85.00) for each dog adopted**, which shall upon receipt of payment by the agency entitle the payee to claim the selected dog within a reasonable period of days following the agency's transport and retrieval of said dog from a local veterinarian after completion of its required spay or neuter procedure. Payment of said eighty-five dollars ($85.00) shall represent full and complete satisfaction of the fee for adoption of the selected dog.

(b) The agency shall require payment of **ten dollars ($10.00) for each dog adopted which had previously been spayed or neutered not at the expense of Warren County Animal Control.** Payment of said ten dollars ($10.00) shall represent full and complete satisfaction of the fee for adoption of the selected dog.

(c) The agency shall require payment of **sixty-five dollars ($65.00) for each cat adopted**, which shall upon receipt of payment by the agency entitle the payee to claim the selected cat within a reasonable period of days following the agency's transport and retrieval of said cat from a local veterinarian after completion of its required spay or neuter procedure. Payment of said sixty-

five dollars ($65.00) shall represent full and complete satisfaction of the fee for adoption of the selected cat.

(d) The agency shall require payment of **ten dollars ($10.00) for each cat adopted which had previously been spayed or neutered not at the expense of Warren County Animal Control.** Payment of said ten dollars ($10.00) shall represent full and complete satisfaction of the fee for adoption of the selected cat.

(e) All dogs and cats adopted from Warren County Animal Control shall be vaccinated against rabies prior to adoption; if the dog or cat is less than three (3) months of age a pre-paid voucher to cover the cost of such vaccination will be issued and person adopting such dog or cat must obtain the vaccination within fifteen (15) days of the dog or cat reaching three (3) months of age.

(f) Except for dogs and cats for which the owner can provide proof of current vaccination, all dogs and cats redeemed from Warren County Animal Control shall be vaccinated against rabies prior to redemption; if the dog or cat is less than three (3) months of age a pre-paid voucher to cover the cost of such vaccination will be issued and person redeeming such dog or cat must obtain the vaccination within fifteen (15) days of the dog or cat reaching three (3) months of age.

(g) Nothing in this article shall preclude the spaying or neutering of a sexually immature dog or cat at the discretion of a licensed veterinarian with the consent of the new owner.

(h) Any dog or cat which is six (6) months of age or younger may be adopted without being spayed or neutered so long as the adopting party:

1. Signs a written agreement with the Animal Control Center stating that the new owner will have the dog or cat spayed or neutered by a licensed veterinarian within thirty (30) days after the dog or cat reaches six (6) months of age; and

2. Pays a deposit of fifty dollars ($50.00) prior to adoption. Said deposit is refundable upon written request to the Animal Control Center by the adopting party containing adequate proof of spaying and/or neutering by a licensed veterinarian within the timeframe required above.

(i) Any and all deposits collected pursuant to Article XIII(h)(2) shall be forfeited by the adopting party if not refunded to the adopting party within the time frame required above and all such funds shall be utilized by the Warren County Animal Control and Adoption Center to conduct programs to spay or neuter dogs or cats in Warren County, Tennessee and/or for any such other purposes articulated in T.C.A. § 44-17-503 et seq.

(j) Nothing in this article shall preclude an owner's right to reclaim his/her dog or cat as set forth in Articles V and X (a) of these Warren County Animal Control Rules and Regulations.

ARTICLE XIV. Animals surrendered by owner.

Warren County Animal Control shall not accept surrender of an animal by its owner based solely upon the owner's wishes to no longer care for or maintain said animal.

Warren County Animal Control may accept surrender of an animal in extenuating circumstances including but not limited to deterioration of owner's health, residency changes due to owner's deteriorating health, or death of owner.

Warren County Animal Control may accept puppies and/or kittens if satisfactory proof of spaying of the mother cat or mother dog has been shown to and accepted by a Warren County Animal Control Officer.

An animal surrendered by its owner to Warren County Animal Control may be immediately placed for adoption or humanely destroyed in the discretion of the Warren County Animal Control Officer or the officer's designee when the owner:

a. affirmatively represents that he/she is in fact the legal owner of said animal; and

b. transfers ownership of said animal to the county;

ARTICLE XV. General duties of owners/keepers of animals.

a. Unlawful conduct. It shall be unlawful for any person to neglect an animal as neglect is defined in this Act.

b. Abandonment. It shall be unlawful for any person owning or having possession, charge, custody or control of an animal to abandon that animal on a street, road, highway, public place, animal shelter or private property.

c. Public nuisance. It shall be unlawful for any person to allow any animals under his/her care or control to become a public nuisance as defined in this chapter.

ARTICLE XVI. Destruction of dangerous, diseased or injured animals.

a. It shall be the duty of the Warren County Animal Control Officer or his designee to order the humane destruction of any animal lawfully taken into the custody of Warren County Animal Control if a veterinarian, duly and currently licensed in the State of Tennessee, deems it more humane to euthanize such animal than hold it for the required holding period due to sickness, disease, injury or danger to the safety of the community. If the animal to be euthanized under this section is wearing an identification or rabies tag, the owner shall be notified before the animal is euthanized unless the animal is in critical condition and the owner cannot be reached within a reasonable period of time, in which event the veterinarian may authorize euthanasia of the animal for humane reasons.

b. The Warren County Animal Control Officer or his designee may issue either a verbal authorization followed by written confirmation or written authorization for such humane destruction.

ARTICLE XVII. Inoculation required.

a. Any person who owns, keeps or harbors a dog or cat within the County shall have such dog or cat properly inoculated or immunized against rabies. Any person who obtains a dog or cat not inoculated or of unknown vaccination history shall at once have such dog or cat properly inoculated against rabies and have the first time inoculation repeated one (1) year thereafter; thereafter the duration of the rabies vaccination cannot exceed three (3) years and must be in accordance with manufacturer's recommendation provided that, dogs and cats need not be inoculated before reaching the age of three (3) months.

b. No person shall bring a dog or cat into the County for sale, exchange, offer for adoption, or give away from another state unless such dog or cat, being at least 3 months of age, has been inoculated by a veterinarian of the state in which the owner, caretaker or responsible person lives and the owner, caretaker or responsible person of such dog or cat has in his/her possession a certificate of the vaccination or inoculation.

ARTICLE XVIII. Inoculation records required; tags.

Any veterinarian who inoculates or re-inoculates a dog or cat against rabies shall keep a record of such inoculation or re-inoculation and shall provide the owner of the dog or cat with a certificate of such vaccination and an approved tag, which shall correspond with the number on the record kept by the person inoculating or re-inoculating such dog or cat. Such certificate shall be kept by the person who owns, keeps or harbors the such dog or cat at all times subject to the inspection of the proper county officers and such tag shall be securely fastened to the collar worn by the dog or cat.

ARTICLE XIX. Definitions.

For the purpose of this Act, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Animal" means every living creature except human beings.

"Abandon" means forsake, desert or give up an animal previously under the custody or possession of a person without having secured another owner or custodian or by failing to make reasonable arrangements for adequate care for a period of twenty-four (24) or more consecutive hours.

"*Adequate and definite proof"* means any form of indisputable evidence which includes, but is not limited to: (1) a photograph or photographs wherein the dog is clearly identifiable and wherein the property on which the dog is located is clearly identifiable as not being the property of the dog's owner; (2) a video or videos wherein the dog is clearly identifiable and wherein the property on which the dog is located is clearly identifiable as not being the property of the dog's owner; (3) written reports filed with law enforcement or Animal Control authorities which document frequent and/or repeated complaints of the dog being on property other than property of its owner.

"Animal Control" means Warren County Animal Control.

"Animal Shelter" means any premises designated by the County for the purpose of impounding and caring for all animals found at large or otherwise subject to impoundment in accordance with the provisions of this Act.

"At large" means off the property of its owner and not under the restraint of a competent person.

"Attack" means attack by an animal off its owner's property in a vicious, terrorizing or threatening manner or in an apparent attitude of aggression; "attack" does not include any actions by an animal in defense of itself or its owner or keeper against aggression by a person or an animal.

"Dangerous dog" means any dog that has been designated as such by the General Sessions Court.

"Dog" means any member of the animal species canis familiaris or any animal, which is a crossbreed of any animal, that is a member of the canis familiaris species including, but not limited to, wolf/dog crossbreeds and wolf hybrids.

"Domestic animal" means any animal that may be legally possessed by a person and is commonly kept as a pet in or around a residence, outbuildings or business.

"Impoundment" means the placement of an animal in the custody of Warren County Animal Control or an animal shelter.

"Minor injury" means an injury in which the victim suffers pain as a result of an attack by an animal but which does not produce any broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

"Mischievous animal" means any animal that causes a public nuisance.

"Neglect" means any of the following:

1. Failing to provide an animal with adequate food or drinkable water at suitable intervals sufficient to maintain the animal's health and well-being;
2. Failing to provide adequate medical attention for any sick, diseased or injured animal in order to prevent suffering, disability or death to the animal;
3. Keeping any animal under conditions which increase the probability of the transmission of disease; or
4. Failing to provide an adequate shelter for an animal wherein the animal can be protected from extremes of weather (heat, cold, rain, sun, etc), physical suffering, or impairment of health, and which is large enough to allow the animal to make normal body movements.

"Owner" means any person, corporation, organization, group of persons or association that (1) has a right in an animal; (2) keeps or harbors an animal; (3) has an animal in his/her care or acts as custodian of an animal for five (5) or more consecutive days when the true owner of the animal is unknown to such person, or (4) by agreement with or with permission of the true owner of the animal, has an animal in his/her care or acts as a caretaker or custodian of an animal; "owner" does not include the County, Animal Shelter or any non-profit animal welfare agency that operates an animal sheltering facility.

"Potentially dangerous dog" means any dog that has been designated as such by the General Sessions Court.

"Proof of ownership" means documentation in support of a property right in an animal that includes, but is not limited to, veterinary records, rabies vaccination certificates, photographs, bills of sale, breed registries, written transfers of ownership, and verbal or written third party verifications.

"Proper enclosure" means a place in which a dog is securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the entry of children under the age of twelve and designed to prevent the dog from escaping. Such enclosure shall have secure sides and a secure top and concrete floor to prevent the dog from escaping and shall also provide protection for the dog from the elements. The enclosure shall be of suitable size for the dog.

"Properly restrained" means (1) controlled by a competent person by means of a chain, leash or other like device not to exceed six feet (6') in length; (2) secured within or upon a vehicle being driven or parked; or (3) kept within a proper enclosure. Properly restrained in or upon a vehicle does not include restraint or confinement that would allow an animal to have access to persons outside the vehicle.

"Provoke" means to goad, inflame, instigate or stimulate an aggressive or defensive response on the part of the animal, but does not include any actions on the part of an individual that pertain to reasonable efforts of self-defense against an animal.

"Public nuisance" means any animal or group of animals that, by way of example and not of limitation, habitually:

1. Damage, soil or defile community or neighborhood private property or public property;
2. Interfere with the ordinary use and enjoyment of a person's property;
3. Turn over garbage containers or damage flower or vegetable gardens;
4. Cause unsanitary or offensive conditions; or
5. Impede the safety of pedestrians, bicyclists or motorists.

"Severe injury" means any physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

"Stray" means any animal (1) which is at large; (2) which appears to be lost, unwanted or abandoned; or (3) whose owner is unknown or not readily available.

"Torture" or *"torment"* means every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted.

ARTICLE XX. Cruel, inhumane acts generally.

It shall be unlawful for any person in the county to overdrive, overload, torture, torment, deprive of necessary sustenance, cruelly beat, or needlessly mutilate or kill, or cause or procure to be overdriven, overloaded, tortured, tormented, or deprived of necessary sustenance, or cruelly beaten or needlessly mutilated or killed any animal, or to use any animal when unfit for labor. It shall be unlawful for any person in the County to fail to provide an animal owned by such person with adequate shelter necessary to protect such animal from inclement or severe weather.

ARTICLE XXI. Failure to feed and water impounded animals.

It shall be unlawful for any person who impounds or causes to be impounded any animal in any shelter or other place in the County to fail to supply such animal during such confinement a sufficient quantity of good and wholesome food and water. If any animal is at any time impounded as provided herein, and continues to be without necessary food and water for more than twelve (12) successive hours, it shall be lawful for any person, from time to time, and as often as necessary, to enter into and upon the premises where such animal is confined, and to supply it with necessary food and water so long as it remains so confined, and such person shall not be liable to any action for such entry.

ARTICLE XXII. Transporting in inhumane manner.

It shall be unlawful for any person in the County to carry or cause to be carried in or upon any vehicle or other conveyance any animal in a cruel or inhumane manner or to leave an animal in a vehicle in a manner so as to subject such animal to excessive heat.

ARTICLE XXIII. Authority to prevent acts of cruelty; unlawful interference.

Any Animal Control officer or police officer may lawfully interfere to prevent the perpetration of any act of cruelty upon any animal in his or her presence, and it shall be unlawful for any person to interfere with or obstruct any such officer, agent or member in the discharge of such duty.

ARTICLE XXIV. Dangerous, mischievous animals at large prohibited.

It shall be unlawful for any person owning or controlling a dangerous or mischievous animal to permit such animal to run at large.

ARTICLE XXV. Fowl running at large.

It shall be unlawful for the owner of any chicken or other fowl to permit it to run at large or upon the premises of any other person.

ARTICLE XXVI. DANGEROUS AND POTENTIALLY DANGEROUS DOGS.

Section 1. Findings.

(a) Dangerous dogs have become a serious and widespread threat to the safety and welfare of citizens and domestic animals of this County. In recent years, dogs have assaulted without provocation and seriously injured numerous individuals, particularly children, and have killed other animals. Many of these attacks have occurred in public places.

(b) The number and severity of these attacks are often attributable to the failure of owners to confine and properly control dangerous and potentially dangerous dogs.

(c) The necessity for the regulation and control of dangerous and potentially dangerous dogs is a countywide problem, requiring regulation, and existing laws are inadequate to deal with the threat to public health and safety posed by dangerous and potentially dangerous dogs.

Section 2. Citation for Designation of Dangerous Dog or Potentially Dangerous Dog; Hearing; Designation of Dangerous Dog or Potentially Dangerous Dog; Imposition of Conditions; No Change of Ownership Pending Hearing.

(a) If an Animal Control Officer or a law enforcement officer has investigated and determined that there is probable cause to believe that a dog is potentially dangerous or dangerous, a citation shall be issued for the owner to appear in General Sessions for the purpose of determining whether or not the dog in question should be designated as a potentially dangerous or dangerous dog. Except by agreement of the respondent and counsel for the County and with approval of the judge, the hearing shall be held not less than five (5) nor more than fifteen (15) business days after service of citation upon the owner or keeper of the dog.

(b) The Court shall designate a dog as a "potentially dangerous dog" if the Court finds, upon a preponderance of the evidence, that the dog:

(1) Has, within the prior 18-month period while off the property of its owner, attempted to attack or has attacked a person, domestic animal or livestock; or
(2) Has, within the prior 18-month period while off the property of its owner, engaged in any behavior when unprovoked that reasonably would have required a person to take a defensive action to prevent bodily injury; or
(3) Has, when unprovoked while off the property of its owner, bitten a person or a domestic animal causing a minor injury.

(c) The Court shall designate a dog as a "dangerous dog" if the Court finds, upon a preponderance of the evidence, that the dog:

(1) Has attempted to attack or has attacked a person or domestic animal on two or more occasions within the prior 18-month period; or
(2) Has, on two (2) or more occasions within the prior 18-month period while off the property of its owner, engaged in any behavior when unprovoked that reasonably would have required a person to take defensive action to prevent bodily injury; or
(3) Has, when unprovoked while off the property of its owner, bitten a person or a domestic animal causing a severe injury; or
(4) Has previously been declared a potentially dangerous dog but has not been kept in compliance with any restrictions placed by the General Sessions Court judge upon the owner of such dog; or
(5) Has been owned, possessed, kept, used or trained in violation of Tennessee Code Annotated §39-14-203; or
(6) If two or more dogs jointly engage in any conduct described in this section, thus rendering proof of the individual dog that inflicted the particular injury difficult to ascertain, then regardless of the degree of participation by the individual dog(s), all such dogs shall be deemed dangerous dogs.

(d) No dog may be declared potentially dangerous or dangerous as a result of injury or damage if, at the time of injury or damage, the victim of the injury or damage (1) was committing a willful trespass or other tort upon premises occupied by the owner or keeper of the dog; (2) was teasing, tormenting, abusing or assaulting the dog; or (3) was committing or attempting to commit a crime. No dog may be declared potentially dangerous or dangerous if the dog was protecting or defending

a person within the immediate vicinity of the dog from an unjustified attack. No dog may be declared potentially dangerous or dangerous if an injury or damage was sustained by a domestic animal, which, at the time of the injury or damage, was teasing, tormenting, abusing or assaulting the dog. No dog may be declared potentially dangerous or dangerous if injury or damage to a domestic animal was sustained while the dog was working as a hunting dog, herding dog or predator control dog on the property of, or under the control of, its owner or keeper, and the damage or injury was appropriate to the work of the dog.

(e) Upon designating a dog as a dangerous dog or a potentially dangerous dog, the Court shall impose the restrictions on the owner of such dog as set forth in this Act and may impose such additional restrictions on the respondent as are appropriate under the circumstances of the case. The Court shall reduce such restrictions to writing and have them served on the respondent.

(f) It shall be unlawful for any person who is subject to any such restrictions to fail to comply with such restrictions.

(g) It shall be unlawful for any person who has been served with a citation to appear in General Sessions Court for the purpose of determining whether such person's dog should be designated as a potentially dangerous dog or dangerous dog to transfer ownership of such dog until after the Court has issued a ruling on such citation. It shall be unlawful for any person whose dog has been designated as a potentially dangerous dog or dangerous dog to transfer ownership of such dog to another person without (1) having advised such other person that the dog has been designated as a potentially dangerous dog or dangerous dog; and (2) having advised such other person in writing of the restrictions that have been placed upon such dog.

Section 3. Notice of Designation.

Within ten (10) working days after a hearing conducted pursuant to this Act, the owner or keeper of the dog, if absent from the hearing, shall be notified by the Court in writing of the decision of the Court and of any restrictions imposed upon the respondent, either personally through Warren County Animal Control or by first-class mail, postage prepaid. If a dog is declared to be potentially dangerous or dangerous, the owner or keeper shall comply with all restrictions imposed by this Act and by the Court.

Section 4. Impoundment and Abatement of Potentially Dangerous Dog or Dangerous Dog.

(a) If upon investigation it is determined by the Animal Control Officer or law enforcement officer that probable cause exists to believe a dog poses an immediate threat to public safety, then the Animal Control Officer or law enforcement officer may immediately seize and impound the dog pending a hearing to be held pursuant to this article. At the time of an impoundment pursuant to this subsection or as soon as practicable thereafter, the officer shall serve upon the owner or custodian of the dog a notice of hearing to be held pursuant to this article to declare the dog dangerous or potentially dangerous.

(b) Any Animal Control Officer may impound any potentially dangerous dog or dangerous dog if the Animal Control Officer has reasonable cause to believe that any of the mandatory restrictions upon such dog are not being followed if the failure to follow such restrictions would likely result in a threat to public safety. The owner or custodian of a potentially dangerous dog or dangerous dog shall surrender such a dog to any Animal Control Officer or law enforcement officer upon demand.

In the event such dog is impounded, the Animal Control Officer shall serve a citation upon the owner of such dog for violation of the provisions of this chapter.

(c) If a dog has been impounded pursuant to subsection (a) or subsection (b), the Animal Control Director may permit the dog to be confined at the owner's expense in a veterinary facility pending a hearing pursuant to this chapter, provided that such confinement will ensure the public safety.

(d) No dog that has been designated by the Court as a dangerous dog or potentially dangerous dog may be released by Warren County Animal Control or a veterinarian until the owner has paid all veterinarian costs and all other fees and costs of Warren County Animal Control that are normally charged to an owner prior to redemption of the animal. If the owner fails to pay such fees and costs and take possession of the dog within ten (10) days of the owner's receipt of notice of the designation of the dog as a dangerous dog or potentially dangerous dog, the dog shall be deemed to have been abandoned and may be disposed of by Warren County Animal Control. Euthanasia or surrender to Warren County Animal Control of such a dog does not free the owner of responsibility for all costs incurred up to and including the date of euthanasia or surrender.

Section 5. Possession Unlawful without Proper Restraint; Failure to Comply with Mandatory Restrictions.

It is unlawful for a person to have the custody of or own or possess a potentially dangerous dog or dangerous dog that is not properly restrained. It is unlawful for a person to have the custody of or own or possess a potentially dangerous dog or dangerous dog unless such person is in full compliance with all restrictions placed upon such person by the Court that has designated such dog as a potentially dangerous dog or dangerous dog.

Section 6. Mandatory Restrictions on Potentially Dangerous Dogs.

Once the General Sessions Court designates the dog as a potentially dangerous dog, the following shall be restrictions that are mandatory upon the owner or custodian of such dog:

(a) The dog must be kept indoors or confined on the owner's or keeper's property by a fence (other than an "electronic fence") capable of confining the dog or by a proper enclosure;

(b) The owner must allow inspection of the dog and its enclosure by Warren County Animal Control and must produce, upon demand, proof of compliance with such restrictions.

(c) In the event that the owner or custodian of the dog is a tenant on real property where the dog is being kept, the owner or custodian must obtain written permission, to be filed with Warren County Animal Control, to keep the dog on certain specified premises from the landlord or property owner;

(d) The owner and dog must attend and complete a course on commonly accepted dog obedience methods approved by Warren County Animal Control; and

(e) The owner and dog must attend and successfully complete an American Kennel Club canine good citizenship course and test within a time specified by the Court.

The Court may impose additional restrictions that the Court deems necessary.

Section 7. Mandatory Restrictions on Dangerous Dogs.

(a) If the dog is designated as a dangerous dog by the General Sessions Court, the owner or custodian of such dog shall comply with the following restrictions:

(1) The dog must be kept in a proper enclosure if the dog is maintained unattended out-of-doors; such proper enclosure must be enclosed within an outer fence, and the outer perimeter of the proper enclosure must be no less than five (5) feet from the outer fence;
(2) The owner or custodian must allow inspection of the dog and its enclosure by Warren County Animal Control and must produce upon demand proof of compliance with the restrictions set forth in this section and any additional restrictions imposed by the Court;
(3) In the event that the owner or custodian of the dog is a tenant on real property where the dog is being kept, the owner or custodian must obtain written permission, to be filed with Warren County Animal Control, to keep the dog on certain specified premises from the landlord or property owner;
(4) The owner and dog must attend and complete a training class and/or behavior modification course approved by Warren County Animal Control that is designed to teach the owner how to deal with, correct, manage and/or alter the problem behavior;
(5) A sign "Beware of Dangerous Dog" shall be posted in a conspicuous place at all entrances to the premises on or within which such dog is kept;
(6) A dangerous dog shall not be permitted to leave the premises of the owner unless such dog is properly restrained and humanely muzzled for protection of persons and other animals;
(7) A dangerous dog may never, even with the owner present, be allowed to be unrestrained on property that allows the dog direct access to the public;
(8) The owner of a dangerous dog shall not permit such a dog to be chained, tethered or otherwise tied to any inanimate object such as a tree, post or building, inside or outside of its own separate enclosure;
(9) Such dog shall be photographed by Warren County Animal Control for future identification purposes;
(10) Neutering or spaying of the dog;
(11) Implantation of an identification microchip in such dog; the serial number of the identification chip must be supplied to Warren County Animal Control;
(12) Maintaining and updating annually a record maintained with Warren County Animal Control that lists the dog owner(s) or agent contact information, emergency contact persons and phone numbers, veterinarian, landlord and/or property owner contact information, vaccination, photo of the animal and any other information deemed necessary by Warren County Animal Control;
(13) The wearing of a collar and/or tag that visually identifies the dog as being dangerous (purchased through Warren County Animal Control);
(14) Notification in writing to Warren County Animal Control of the location of the dog's residence, temporary or permanent, including prior notice of plans to move the dog to another residence within the County or outside the County and/or to transfer ownership of the dog; and
(15) Any other reasonable requirement specified by the Court.

(b) The owner must pay the cost of all such restrictions and requirements.

Section 8. Removal of Designation of Potentially Dangerous Dog.

If there are no additional instances of the behavior described in **Citation for Designation of Dangerous Dog or Potentially Dangerous Dog; Hearing; Designation of Dangerous Dog or Potentially Dangerous Dog; Imposition of Conditions; No Change of Ownership Pending Hearing**, within 18 months of the date of designation as a potentially dangerous dog, the dog shall automatically be removed from the list of potentially dangerous dogs. The dog may be, but is not required to be, removed from the list of potentially dangerous dogs prior to the expiration of the 18-month period if the owner or keeper of the dog demonstrates to Warren County Animal Control that changes in circumstances or measures taken by the owner or keeper, such as training of the dog, confinement, etc, have mitigated the risk to the public safety; in such event, the owner or Warren County Animal Control may petition the Court to remove such designation.

Section 9. Change of Ownership, Custody, or Location of Dog; Death of Dog

(a) The owner or custodian of a dangerous dog or potentially dangerous dog who moves or sells the dog, or otherwise transfers the ownership, custody or location of the dog, shall, at least fifteen (15) days prior to the actual transfer or removal of the dog, notify Warren County Animal Control in writing of the name, address and telephone number of the proposed new location of the dog, and the name and description of the dog.

(b) The owner or custodian shall, in addition to the above, notify any new owner or custodian of a dangerous dog or potentially dangerous dog in writing regarding the details of the dog's record and the terms and conditions for confinement and control of the dog. The transferring owner or custodian shall also provide Warren County Animal Control with a copy of the notification to the new owner or custodian of his or her receipt of the original notification and acceptance of the terms and conditions. Warren County Animal Control may impose the same restrictions or conditions upon the new owner or custodian.

(c) If a dangerous dog or potentially dangerous dog should die, the owner or custodian shall notify Warren County Animal Control no later than twenty-four (24) hours thereafter and, upon request from Warren County Animal Control, shall produce the animal for verification or evidence of the dog's death that is satisfactory to Warren County Animal Control.

(d) If a dangerous dog or potentially dangerous dog escapes, the owner or custodian shall immediately notify Warren County Animal Control and make every reasonable effort to recapture the escaped dog to prevent injury and/or death to humans or domestic animals.

(e) The following persons must notify Warren County Animal Control when relocating a dog to Warren County even on a temporary basis:

    (1) The owner of a potentially dangerous dog or dangerous dog that has been designated as such by another lawful body other than Warren County; and
    (2) The owner of a dog that has had special restrictions placed against it by any humane society or governmental entity or agency other than Warren County based upon the behavior of the dog.

No such designation as a dangerous dog or potentially dangerous dog or any other similar such designation shall be recognized by Warren County if such designation is based solely on the breed of the dog. Such owner is subject to the restrictions set forth in this chapter.

From the Office of County Executive Jimmy Haley
201 Locust Street, Suite 1
McMinnville, Tennessee 37110
Phone 931-473-2505 • Fax 931-473-0635

DATE: February 7, 2019
TO: Commissioners
FROM: Jimmy Haley
RE: ITEM 5—Approval of Notaries

County Clerk Lesa Scott will present the following notaries for approval by the full commission:

Silvia A. Snyder
Morgan Jones
Regina Redmon
Rhonda Ramirez
Brian R. Stiles
Regina A. Stetler
Sue Allen
Marcia Scott
Kara L. Youngblood
Chrishelen Rodriguez

Any applications received between the date of this notice and February County Court will be presented by Ms. Scott at County Court and considered for approval.