



DATE: March 8, 2018
TO: Hamblen County Legislative Body
FROM : Cindy Dibb
Office of the Hamblen County Mayor
RE: **March Committee Meeting Information**

Monday, March 12, 2018 at 11:30 a.m. – **Hamblen County Health Department Conference Room**

- **Presentation by Panther Creek State Park Manager Jason Chadwell**
- **Finance Committee** – *Immediately following presentation by Presentation by Panther Creek State Park Manager Jason Chadwell*
- **Public Services Committee** - *Immediately following Finance Committee*
- **Personnel Committee** - *Immediately following Public Services Committee*
- **Calendar and Rules Committee** - *Immediately following Personnel Committee*

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.586.4699

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Hamblen County Government
FINANCE COMMITTEE

Monday, March 12, 2018
*Immediately Following Presentation by
Panther Creek State Park Manager Jason Chadwell
Hamblen County Health Department Conference Room*

FINANCE COMMITTEE

AGENDA

- Randy DeBord
Chairman
- Herbert Harville
Vice-Chairman
- Louis "Doe" Jarvis
Ex-Officio
- Hubert Davis
Member
- Rick Eldridge
Member
- Stancil Ford
Member
- Joe Huntsman, Sr.
Member
- Howard Shipley
Member
1. **Call to Order** – *Chairman Randy DeBord*
 2. **Visitors Wishing to Address the Committee** – *Chairman Randy DeBord*
(Visitors will be allotted 5 minutes to speak)
 3. **Recurring Business** – *Chairman Randy DeBord*
 - a. Expenditure Reports – February 2018 *(Information Only-No Action Necessary)*
 - b. Review/Acceptance of Monthly Checks February 2018 Submitted by the County Mayor's Office
 4. **Old Business** – *Chairman Randy DeBord*
 - a. None
 5. **New Business** – *Chairman Randy DeBord*
 - a. MedBen Contract – *County Mayor Bill Brittain*
 - b. Budget Amendments
 - i. Fund #101 Jail \$189,600 – *Captain Teresa Laws*
 - ii. Fund #101 Planning \$2,000 - *Planning & Zoning Department Manager Tina Whitaker*
 - c. Hamblen County Department of Education Budget Amendment #3 - Increase of \$52,915.36 – *HCDOE Business Supervisor Traci Antrican*
 6. **Items of Interest (No Action Necessary)** – *Chairman Randy DeBord*
 - a. Planning Commission Building Permit Report – February 2018
 - b. County Attorney Invoices – February 2018
 - c. Coroner's Monthly Report – February 2018
 - d. Budget Amendments Approved by County Mayor
 - i. Fund #101 Jail \$100
 - ii. Fund #101 Jail \$4,000
 - iii. Fund #101 Juvenile Court \$600
 - e. Hamblen County Department of Education Quarterly Expenditure Report Second Quarter 2017-2018
 7. **Adjournment** – *Chairman Randy DeBord*

HAMBLEN COUNTY ACCOUNTS & BUDGETS

GENERAL FUND (101)

EXPENDITURE REPORT

REPORT DATE: 02/28/2018

Sel: Year Fnd Accnt Obj Gp Sub Loc Pgm
From: 2017 101 50000 000 00 000 0000 000
Thru: 2017 101 99999 999 99 999 9999 999

Page: 1
Date: 3/5/2018
Time: 10:20 am

<u>Fnd</u>	<u>Account/Description</u>	<u>Revised Budget</u>	<u>Month-to-Date Expenditures</u>	<u>Year-to-Date Expenditures</u>	<u>Encumbrances</u>	<u>Available Funds</u>	<u>Avl Fnds %of Budg</u>
101	51100 County Commission	192,676.00	13,212.96	113,027.90	24,467.89	55,180.21	28.64%
101	51210 Board Of Equalizaton	4,800.00	0.00	0.00	0.00	4,800.00	100.00%
101	51300 County Mayor/Executive	211,238.00	15,947.67	123,540.60	4,361.48	83,335.92	39.45%
101	51400 County Attorney	31,293.00	857.66	7,500.28	0.00	23,792.72	76.03%
101	51500 Election Commission	272,927.00	16,551.66	139,699.20	1,649.26	131,578.54	48.21%
101	51600 Register Of Deeds	305,783.00	24,705.60	184,690.51	8,115.58	112,976.91	36.95%
101	51720 Planning	240,038.00	15,704.57	133,897.03	1,903.26	104,237.71	43.43%
101	51750 Codes Compliance	25,000.00	0.00	0.00	0.00	25,000.00	100.00%
101	51760 Geographical Information Systems	107,638.00	4,380.78	56,490.51	0.00	51,147.49	47.52%
101	51810 Other Facilities	797,347.00	41,158.44	519,433.91	17,005.77	260,907.32	32.72%
101	51910 Preservation Of Records	20,806.00	1,248.90	11,596.31	587.10	8,622.59	41.44%
101	52100 Accounting And Budgeting	351,928.00	17,859.12	219,894.33	8,343.64	123,690.03	35.15%
101	52200 Purchasing	39,983.00	3,202.30	24,446.62	0.00	15,536.38	38.86%
101	52300 Property Assessor's Office	356,463.00	26,641.07	209,692.87	1,511.26	145,258.87	40.75%
101	52310 Reappraisal Program	144,085.00	4,286.32	35,172.69	6,034.32	102,877.99	71.40%
101	52400 County Trustee's Office	363,395.00	26,773.70	223,992.23	922.15	138,480.62	38.11%
101	52500 County Clerk's Office	687,144.00	49,059.20	390,994.48	2,234.97	293,914.55	42.77%
101	52600 Data Processing	125,228.00	6,729.28	65,721.66	9,787.14	49,719.20	39.70%
101	52900 Other Finance	313,256.00	27,426.46	201,991.91	7,097.43	104,166.66	33.25%
101	53100 Circuit Court	892,231.00	66,442.23	510,915.05	12,313.83	369,002.12	41.36%
101	53300 General Sessions Court	430,398.00	34,765.12	263,468.06	1,072.76	165,857.18	38.54%
101	53330 Drug Court	156,450.00	11,743.86	98,508.37	2,884.88	55,056.75	35.19%
101	53400 Chancery Court	384,447.00	28,459.26	240,069.83	4,574.59	139,802.58	36.36%
101	53500 Juvenile Court	297,823.00	23,201.16	183,968.33	1,277.88	112,576.79	37.80%
101	53920 Courtroom Security	796,974.00	72,351.50	585,515.13	15,542.62	195,916.25	24.58%
101	54110 Sheriff's Department	2,986,499.00	219,894.16	1,806,674.68	92,187.36	1,087,636.96	36.42%
101	54160 Administration Of The Sexual Offender Registry	3,768.00	235.68	1,311.40	0.00	2,456.60	65.20%
101	54210 Jail	4,230,607.00	305,064.88	2,598,169.02	278,545.96	1,353,892.02	32.00%
101	54220 Workhouse	94,822.00	6,992.65	58,088.77	0.00	36,733.23	38.74%
101	54250 Work Release Program	280,761.00	22,694.87	168,112.12	26,333.00	86,315.88	30.74%
101	54310 Fire Prevention And Control	200,000.00	0.00	95,000.00	0.00	105,000.00	52.50%
101	54410 Civil Defense	97,449.00	7,671.48	56,194.63	2,338.21	38,916.16	39.93%
101	54490 Other Emergency Management	182,147.00	0.00	136,610.25	0.00	45,536.75	25.00%
101	54510 Inspection And Regulation	6,377.00	619.95	3,252.60	1,831.00	1,293.40	20.28%
101	54610 County Coroner/Medical Examiner	131,186.00	8,177.33	69,612.31	14,166.69	47,407.00	36.14%

HAMBLEN COUNTY ACCOUNTS & BUDGETS

GENERAL FUND (101)

EXPENDITURE REPORT

REPORT DATE: 02/28/2018

Sel: Year Fnd Accnt Obj Gp Sub Loc Pgm
From: 2017 101 50000 000 00 000 0000 000
Thru: 2017 101 99999 999 99 999 9999 999

Page: 2
Date: 3/5/2018
Time: 10:20 am

<u>Fnd</u>	<u>Account/Description</u>	<u>Revised Budget</u>	<u>Month-to-Date Expenditures</u>	<u>Year-to-Date Expenditures</u>	<u>Encumbrances</u>	<u>Available Funds</u>	<u>Avl Fnds %of Budg</u>
101	54900 Other Public Safety	17,000.00	76.42	14,327.76	450.90	2,221.34	13.07%
101	55110 Local Health Center	915,388.00	52,246.71	368,149.63	24,259.34	522,979.03	57.13%
101	55120 Rabies And Animal Control	133,500.00	11,125.00	89,000.00	0.00	44,500.00	33.33%
101	55140 Nursing Home	2,000.00	0.00	2,000.00	0.00	0.00	0.00%
101	55170 Alcohol And Drug Programs	5,000.00	0.00	595.00	0.00	4,405.00	88.10%
101	55180 Crippled Children Services	6,000.00	0.00	6,000.00	0.00	0.00	0.00%
101	55390 Appropriation To State	109,233.00	0.00	0.00	0.00	109,233.00	100.00%
101	55520 Aid To Dependent Children	8,000.00	0.00	8,000.00	0.00	0.00	0.00%
101	55530 Child Support	0.00	0.00	0.00	0.00	0.00	0.00%
101	55590 Other Local Welfare Services	40,000.00	170.00	14,370.00	0.00	25,630.00	64.08%
101	55710 Sanitation Management	0.00	0.00	0.00	0.00	0.00	0.00%
101	55900 Other Public Health And Welfare	0.00	0.00	0.00	0.00	0.00	0.00%
101	56100 Adult Activities	11,600.00	0.00	5,800.00	0.00	5,800.00	50.00%
101	56300 Senior Citizens Assistance	6,500.00	0.00	6,500.00	0.00	0.00	0.00%
101	56500 Libraries	272,250.00	0.00	204,187.50	0.00	68,062.50	25.00%
101	56700 Parks And Fair Boards	269,959.00	20,007.19	161,759.66	8,619.89	99,579.45	36.89%
101	56900 Other Social, Cultural And Recreational	315,900.00	0.00	171,230.94	0.00	144,669.06	45.80%
101	57100 Agricultural Extension Service	152,416.00	236.52	74,089.96	73,031.94	5,294.10	3.47%
101	57300 Forest Service	1,000.00	0.00	1,000.00	0.00	0.00	0.00%
101	57500 Soil Conservation	47,558.00	5,501.79	31,091.72	0.00	16,466.28	34.62%
101	57800 Storm Water Management	27,500.00	0.00	3,305.90	4,090.00	20,104.10	73.11%
101	58110 Tourism	54,700.00	0.00	11,250.00	0.00	43,450.00	79.43%
101	58120 Industrial Development	465,000.00	0.00	41,250.00	0.00	423,750.00	91.13%
101	58210 Public Transportation	0.00	0.00	0.00	0.00	0.00	0.00%
101	58300 Veterans' Services	20,314.00	1,517.41	12,320.56	0.00	7,993.44	39.35%
101	58600 Employee Benefits	685,437.00	84,622.74	538,398.09	189.32	146,849.59	21.42%
101	58900 Miscellaneous	225,404.00	22,904.49	132,264.64	0.00	93,139.36	41.32%
101	73300 Community Services	5,500.00	0.00	5,000.00	0.00	500.00	9.09%
101	91110 General Administration Projects	36,188.00	0.00	28,187.50	4,890.00	3,110.50	8.60%
101	91120 Administration Of Justice Projects	15,000.00	0.00	11,837.66	675.00	2,487.34	16.58%
101	91130 Public Safety Projects	426,060.00	0.00	194,447.84	64,925.14	166,687.02	39.12%
101	91140 Public Health And Welfare Projects	0.00	0.00	0.00	0.00	0.00	0.00%
101	91150 Social, Cultural And Recreation Projects	0.00	0.00	0.00	0.00	0.00	0.00%
101	91190 Other General Government Proje	35,000.00	0.00	0.00	0.00	35,000.00	100.00%
101	99100 Transfers Out	26,227.00	2,761.30	79,334.43	0.00	-53,107.43	-202.49%

HAMBLEN COUNTY ACCOUNTS & BUDGETS

GENERAL FUND (101)

EXPENDITURE REPORT

REPORT DATE: 02/28/2018

Page: 3
Date: 3/5/2018
Time: 10:20 am

Sel: Year Fnd Accnt Obj Gp Sub Loc Pgm
From: 2017 101 50000 000 00 000 0000 000
Thru: 2017 101 99999 999 99 999 9999 999

<u>Fnd</u>	<u>Account/Description</u>	<u>Revised Budget</u>	<u>Month-to-Date Expenditures</u>	<u>Year-to-Date Expenditures</u>	<u>Encumbrances</u>	<u>Available Funds</u>	<u>Avl Fnds %of Budg</u>
		\$ 20,098,601.00	\$ 1,305,229.39	\$ 11,752,952.38	\$ 728,221.56	\$ 7,617,427.06	37.90%

HAMBLEN COUNTY ACCOUNTS & BUDGETS
SOLID WASTE/SANITATION (116)
EXPENDITURE REPORT
REPORT DATE: 02/28/2018

Sel: Year Fnd Accnt Obj Gp Sub Loc Pgm
 From: 2017 116 50000 000 00 000 0000 000
 Thru: 2017 116 99999 999 99 999 9999 999

Page: 1
 Date: 3/5/2018
 Time: 10:23 am

Fnd	Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
116	55710 Sanitation Management	2,246,938.00	125,804.51	1,228,707.25	46,511.56	971,719.19	43.25%
		\$ 2,246,938.00	\$ 125,804.51	\$ 1,228,707.25	\$ 46,511.56	\$ 971,719.19	43.25%

HAMBLEN COUNTY ACCOUNTS & BUDGETS

HIGHWAY FUND (131)

EXPENDITURE REPORT

REPORT DATE: 02/28/2018

Page: 1
Date: 3/5/2018
Time: 10:24 am

Sel: Year Fnd Accnt Obj Gp Sub Loc Pgm
From: 2017 131 50000 000 00 000 0000 000
Thru: 2017 131 99999 999 99 999 9999 999

<u>Fnd</u>	<u>Account/Description</u>	<u>Revised Budget</u>	<u>Month-to-Date Expenditures</u>	<u>Year-to-Date Expenditures</u>	<u>Encumbrances</u>	<u>Available Funds</u>	<u>Avl Fnds %of Budg</u>
131	61000 Administration	413,427.00	39,048.19	247,236.22	7,764.58	158,426.20	38.32%
131	62000 Highway And Bridge Maintenance	1,270,338.00	89,855.44	667,424.54	51,029.25	551,884.21	43.44%
131	63100 Operation And Maintenance Of Equipment	333,210.00	21,499.94	175,878.27	34,524.49	122,807.24	36.86%
131	66000 Employee Benefits	45,381.00	6,289.00	25,631.94	0.00	19,749.06	43.52%
131	68000 Capital Outlay	488,278.00	102,000.00	422,192.82	0.00	66,085.18	13.53%
		\$ 2,550,634.00	\$ 258,692.57	\$ 1,538,363.79	\$ 93,318.32	\$ 918,951.89	36.03%

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Page: 1
Date: 3/5/2018
Time: 10:26:43AM

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51100	355	Travel	2018-02-22	1010259908	Suntrust Bankcard, NA	105.03
51100	599	Other Charges	2018-02-01	1010259763	Verizon Wireless	49.92
51100	599	Other Charges	2018-02-08	1010259793	Citizen Tribune	32.80
51100	599	Other Charges	2018-02-22	1010259889	Blossom Shop, The	37.50
51100	.....	County Commission			Total: 4	225.25
51300	307	Communication	2018-02-01	1010259763	Verizon Wireless	74.94
51300	307	Communication	2018-02-08	1010259783	AT&T	90.00
51300	307	Communication	2018-02-08	1010259791	Century Link/Business Services	26.33
51300	351	Rentals	2018-02-22	1010259891	Canon Solutions America, Inc	227.87
51300	355	Travel	2018-02-08	1010259787	Brittain, William H	26.32
51300	355	Travel	2018-02-15	1010259855	Fuelman	9.60
51300	599	Other Charges	2018-02-01	1010259726	East TN Diamond	75.00
51300	599	Other Charges	2018-02-08	1010259793	Citizen Tribune	207.48
51300	599	Other Charges	2018-02-15	1010259851	English Mountain Spring Water	25.00
51300	599	Other Charges	2018-02-15	1010259854	Food City	33.97
51300	599	Other Charges	2018-02-22	1010259889	Blossom Shop, The	37.50
51300	599	Other Charges	2018-02-22	1010259908	Suntrust Bankcard, NA	150.82
51300	.....	County Mayor/Executive			Total: 12	984.83
51400	331	Legal Services	2018-02-08	1010259827	Taylor Law Firm	90.00
51400	331	Legal Services	2018-02-15	1010259842	Capps, Cantwell, Capps & Byrd	660.00
51400	.....	County Attorney			Total: 2	750.00
51500	307	Communication	2018-02-08	1010259783	AT&T	18.86
51500	307	Communication	2018-02-08	1010259791	Century Link/Business Services	1.53
51500	332	Legal Notices, Recording And Court Costs	2018-02-08	1010259793	Citizen Tribune	350.16
51500	332	Legal Notices, Recording And Court Costs	2018-02-15	1010259862	Kiwanis Club Of Morristown	50.00
51500	351	Rentals	2018-02-08	1010259790	Canon Solutions America, Inc	117.42
51500	355	Travel	2018-02-22	1010259897	Gardner, Jeffrey C	43.25
51500	355	Travel	2018-02-22	1010259904	Reed, E C	43.25
51500	435	Office Supplies	2018-02-15	1010259851	English Mountain Spring Water	5.00
51500	.....	Election Commission			Total: 8	629.47
51600	307	Communication	2018-02-08	1010259791	Century Link/Business Services	1.51
51600	435	Office Supplies	2018-02-15	1010259878	TN, State of	280.00
51600	709	Data Processing Equipment	2018-02-08	1010259789	Business Information Systems	1,050.90
51600	709	Data Processing Equipment	2018-02-22	1010259890	Business Information Systems	1,157.85
51600	.....	Register Of Deeds			Total: 4	2,490.26
51720	307	Communication	2018-02-01	1010259763	Verizon Wireless	109.84
51720	307	Communication	2018-02-08	1010259791	Century Link/Business Services	3.07
51720	312	Contracts With Private Agencies	2018-02-08	1010259799	Ellison, Greg	80.00

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Page: 2
Date: 3/5/2018
Time: 10:26:43AM

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51720	312	Contracts With Private Agencies	2018-02-08	1010259806	Johns, Mark E	1,800.00
51720	312	Contracts With Private Agencies	2018-02-15	1010259867	Montgomery, Robert	400.00
51720	331	Legal Services	2018-02-15	1010259842	Capps, Cantwell, Capps & Byrd	231.59
51720	338	Maintenance And Repair Services - Vehicles	2018-02-01	1010259760	Ultimate Shine 3 Minute Express Car Wash	15.00
51720	351	Rentals	2018-02-08	1010259790	Canon Solutions America, Inc	98.75
51720	425	Gasoline	2018-02-15	1010259855	Fuelman	79.94
51720	524	In Service/Staff Development	2018-02-08	1010259832	University Of Tennessee	200.00
51720	.....	Planning			Total: 10	3,018.19
51810	307	Communication	2018-02-01	1010259763	Verizon Wireless	235.35
51810	307	Communication	2018-02-08	1010259783	AT&T	797.34
51810	307	Communication	2018-02-08	1010259784	AT&T	653.36
51810	334	Maintenance Agreements	2018-02-08	1010259788	Bullzye Fire Extinguisher Co	320.50
51810	334	Maintenance Agreements	2018-02-08	1010259817	Murrell Burglar Alarm Co Inc	238.16
51810	334	Maintenance Agreements	2018-02-22	1010259911	TN Dept Of Labor & Workforce Development	55.00
51810	335	Maintenance And Repair Service - Buildings	2018-02-01	1010259728	Fenco Supply Co	85.39
51810	335	Maintenance And Repair Service - Buildings	2018-02-08	1010259794	City Electric Supply	681.24
51810	335	Maintenance And Repair Service - Buildings	2018-02-08	1010259808	Lowe's	408.55
51810	335	Maintenance And Repair Service - Buildings	2018-02-15	1010259879	Town & Country Lock & Key	50.00
51810	336	Maintenance And Repair Services - Equipment	2018-02-08	1010259818	NAPA Auto Parts Of Morristown	13.48
51810	338	Maintenance And Repair Services - Vehicles	2018-02-01	1010259760	Ultimate Shine 3 Minute Express Car Wash	60.00
51810	347	Pest Control	2018-02-15	1010259836	Adrian Hale Pest Control Inc	20.00
51810	399	Other Contracted Services	2018-02-15	1010259851	English Mountain Spring Water	13.00
51810	410	Custodial Supplies	2018-02-01	1010259727	Evans Office Supply Co	24.94
51810	410	Custodial Supplies	2018-02-01	1010259737	Kelsan Inc	2,387.61
51810	410	Custodial Supplies	2018-02-08	1010259792	Cintas Corp., Loc. 207	219.15
51810	415	Electricity	2018-02-22	1010259902	Morristown Utilities	5,946.00
51810	425	Gasoline	2018-02-15	1010259855	Fuelman	245.34
51810	434	Natural Gas	2018-02-15	1010259839	Atmos Energy	3,840.26
51810	451	Uniforms	2018-02-08	1010259792	Cintas Corp., Loc. 207	444.65
51810	.....	Other Facilities			Total: 21	16,739.32
51910	351	Rentals	2018-02-08	1010259790	Canon Solutions America, Inc	117.42
51910	.....	Preservation Of Records			Total: 1	117.42
52100	312	Contracts With Private Agencies	2018-02-08	1010259819	Organizational Management Group	175.00
52100	320	Dues And Memberships	2018-02-15	1010259863	Lakeway HR Mgmt Assn	100.00
52100	320	Dues And Memberships	2018-02-16	1010259885	Lakeway HR Mgmt Assn	25.00
52100	349	Printing, Stationery And Forms	2018-02-01	1010259750	Skyward Inc	200.00
52100	435	Office Supplies	2018-02-22	1010259908	Suntrust Bankcard, NA	74.92
52100	524	In Service/Staff Development	2018-02-15	1010259874	SMHRA	15.00
52100	524	In Service/Staff Development	2018-02-16	1010259884	Healthcare 21	25.00

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Page: 3
Date: 3/5/2018
Time: 10:26:43AM

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
52100	.....	Accounting And Budgeting				Total: 7 614.92
52200	302	Advertising	2018-02-08	1010259793	Citizen Tribune	108.58
52200	.....	Purchasing				Total: 1 108.58
52300	307	Communication	2018-02-08	1010259791	Century Link/Business Services	4.11
52300	338	Maintenance And Repair Services - Vehicles	2018-02-01	1010259760	Ultimate Shine 3 Minute Express Car Wash	30.00
52300	411	Data Processing Supplies	2018-02-01	1010259727	Evans Office Supply Co	193.66
52300	425	Gasoline	2018-02-15	1010259855	Fuelman	150.87
52300	435	Office Supplies	2018-02-15	1010259851	English Mountain Spring Water	15.00
52300	.....	Property Assessor's Office				Total: 5 393.64
52310	351	Rentals	2018-02-22	1010259891	Canon Solutions America, Inc	108.58
52310	.....	Reappraisal Program				Total: 1 108.58
52400	307	Communication	2018-02-08	1010259791	Century Link/Business Services	0.19
52400	351	Rentals	2018-02-08	1010259790	Canon Solutions America, Inc	117.42
52400	435	Office Supplies	2018-02-01	1010259727	Evans Office Supply Co	916.84
52400	.....	County Trustee's Office				Total: 3 1,034.45
52500	307	Communication	2018-02-01	1010259763	Verizon Wireless	95.59
52500	307	Communication	2018-02-08	1010259783	AT&T	37.72
52500	307	Communication	2018-02-08	1010259791	Century Link/Business Services	8.23
52500	351	Rentals	2018-02-08	1010259790	Canon Solutions America, Inc	147.75
52500	355	Travel	2018-02-08	1010259795	Conway, Sharon L	112.33
52500	435	Office Supplies	2018-02-01	1010259727	Evans Office Supply Co	36.66
52500	435	Office Supplies	2018-02-08	1010259789	Business Information Systems	298.00
52500	435	Office Supplies	2018-02-15	1010259851	English Mountain Spring Water	20.00
52500	435	Office Supplies	2018-02-22	1010259890	Business Information Systems	264.00
52500	.....	County Clerk's Office				Total: 9 1,020.28
52600	307	Communication	2018-02-08	1010259834	Verizon Wireless	24.75
52600	312	Contracts With Private Agencies	2018-02-15	1010259868	MUS Fibernet	279.90
52600	317	Data Processing Services	2018-02-15	1010259868	MUS Fibernet	393.40
52600	411	Data Processing Supplies	2018-02-22	1010259892	CDW Government, Inc	37.97
52600	709	Data Processing Equipment	2018-02-22	1010259907	SHI International Corp.	945.06
52600	.....	Data Processing				Total: 5 1,681.08
52900	307	Communication	2018-02-08	1010259783	AT&T	360.99
52900	307	Communication	2018-02-08	1010259791	Century Link/Business Services	1.50
52900	317	Data Processing Services	2018-02-01	1010259741	MUS Fibernet	139.19
52900	330	Operating Lease Payments	2018-02-22	1010259906	Sawyer, Mark	1,850.00
52900	335	Maintenance And Repair Service - Buildings	2018-02-15	1010259853	Fish Window Cleaning	23.00

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52900	351	Rentals	2018-02-01	1010259754	Thermocopy Of Tennessee	40.00
52900	351	Rentals	2018-02-08	1010259835	Waste Industries/102 Tidiwaste	45.53
52900	351	Rentals	2018-02-15	1010259876	Thermocopy Of Tennessee	18.00
52900	415	Electricity	2018-02-08	1010259815	Morristown Utilities	1,438.00
52900	435	Office Supplies	2018-02-01	1010259727	Evans Office Supply Co	14.46
52900	435	Office Supplies	2018-02-15	1010259851	English Mountain Spring Water	17.00
52900	435	Office Supplies	2018-02-22	1010259890	Business Information Systems	264.00
52900	.....	Other Finance				
				Total:	12	4,211.67
53100	194	Jury And Witness Expense	2018-02-01	1010259764	ARCHER, KENNETH	20.00
53100	194	Jury And Witness Expense	2018-02-01	1010259765	Brewer, Laura Tieke	20.00
53100	194	Jury And Witness Expense	2018-02-01	1010259766	Buckridge, Bonnie Jean	20.00
53100	194	Jury And Witness Expense	2018-02-01	1010259767	Fair, Carrie Lou	20.00
53100	194	Jury And Witness Expense	2018-02-01	1010259768	Hammack, Charles Edward	20.00
53100	194	Jury And Witness Expense	2018-02-01	1010259769	Jefferson, Traci Viola	20.00
53100	194	Jury And Witness Expense	2018-02-01	1010259770	Jones, Stacey Marie	20.00
53100	194	Jury And Witness Expense	2018-02-01	1010259771	Lewis, Johnny Carl	20.00
53100	194	Jury And Witness Expense	2018-02-01	1010259772	Matthews, Janie Lee	20.00
53100	194	Jury And Witness Expense	2018-02-01	1010259773	MATTHEWS, RUSS	20.00
53100	194	Jury And Witness Expense	2018-02-01	1010259774	MOORE, SAM	25.00
53100	194	Jury And Witness Expense	2018-02-01	1010259775	Overcum, Connie	20.00
53100	194	Jury And Witness Expense	2018-02-01	1010259776	Rader, Richard W.	20.00
53100	194	Jury And Witness Expense	2018-02-01	1010259777	Swinson, Gregory James	20.00
53100	194	Jury And Witness Expense	2018-02-01	1010259778	Thomas, Vernon Lee	20.00
53100	194	Jury And Witness Expense	2018-02-01	1010259779	Winstead, Ronald George	20.00
53100	194	Jury And Witness Expense	2018-02-15	1010259850	Davy Crockett Restaurant	159.02
53100	307	Communication	2018-02-01	1010259763	Verizon Wireless	59.92
53100	307	Communication	2018-02-08	1010259783	AT&T	37.72
53100	307	Communication	2018-02-08	1010259791	Century Link/Business Services	9.80
53100	349	Printing, Stationery And Forms	2018-02-01	1010259749	Shred-It	13.56
53100	349	Printing, Stationery And Forms	2018-02-15	1010259870	R Chatfield Co, Inc	1,800.00
53100	351	Rentals	2018-02-08	1010259790	Canon Solutions America, Inc	457.95
53100	399	Other Contracted Services	2018-02-08	1010259824	Sliger, Dwayne	450.00
53100	435	Office Supplies	2018-02-01	1010259727	Evans Office Supply Co	532.59
53100	435	Office Supplies	2018-02-15	1010259871	Schwaab Inc	189.20
53100	435	Office Supplies	2018-02-22	1010259908	Suntrust Bankcard, NA	127.11
53100	.....	Circuit Court				
				Total:	27	4,161.87
53300	307	Communication	2018-02-08	1010259783	AT&T	18.86
53300	307	Communication	2018-02-08	1010259791	Century Link/Business Services	3.80
53300	351	Rentals	2018-02-22	1010259891	Canon Solutions America, Inc	84.70
53300	435	Office Supplies	2018-02-15	1010259851	English Mountain Spring Water	29.00

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53300	General Sessions Court				Total: 4 136.36
53330	307	Communication	2018-02-01	1010259763	Verizon Wireless	199.68
53330	307	Communication	2018-02-08	1010259783	AT&T	37.72
53330	322	Evaluation And Testing	2018-02-15	1010259866	Medtox Laboratories Inc	37.46
53330	351	Rentals	2018-02-08	1010259790	Canon Solutions America, Inc	117.42
53330	355	Travel	2018-02-08	1010259809	Marion, John A	17.27
53330	355	Travel	2018-02-15	1010259865	McCarter, Lori	70.00
53330	368	Drug Treatment	2018-02-22	1010259910	The SASSI Institute	374.00
53330	425	Gasoline	2018-02-15	1010259855	Fuelman	85.60
53330	435	Office Supplies	2018-02-15	1010259851	English Mountain Spring Water	13.00
53330	435	Office Supplies	2018-02-15	1010259860	Horton, Barbara R	80.00
53330	.....	Drug Court				Total: 10 1,032.15
53400	307	Communication	2018-02-08	1010259783	AT&T	18.86
53400	307	Communication	2018-02-08	1010259791	Century Link/Business Services	5.04
53400	320	Dues And Memberships	2018-02-08	1010259798	East Tn Court Clerks Association	400.00
53400	349	Printing, Stationery And Forms	2018-02-08	1010259807	LexisNexis/Matthew Bender & Co	18.02
53400	351	Rentals	2018-02-08	1010259790	Canon Solutions America, Inc	147.75
53400	435	Office Supplies	2018-02-01	1010259727	Evans Office Supply Co	273.64
53400	435	Office Supplies	2018-02-15	1010259851	English Mountain Spring Water	13.00
53400	524	In Service/Staff Development	2018-02-15	1010259849	County Officials Association	639.00
53400	.....	Chancery Court				Total: 8 1,515.31
53500	307	Communication	2018-02-01	1010259763	Verizon Wireless	41.73
53500	307	Communication	2018-02-08	1010259791	Century Link/Business Services	3.31
53500	351	Rentals	2018-02-08	1010259790	Canon Solutions America, Inc	117.42
53500	422	Food Supplies	2018-02-15	1010259851	English Mountain Spring Water	20.00
53500	425	Gasoline	2018-02-15	1010259855	Fuelman	19.22
53500	524	In Service/Staff Development	2018-02-01	1010259738	Medics LLC	135.00
53500	.....	Juvenile Court				Total: 6 336.68
53920	322	Evaluation And Testing	2018-02-01	1010259721	Charlton S. Stanley	125.00
53920	355	Travel	2018-02-22	1010259888	Blevins, Robert K	88.50
53920	355	Travel	2018-02-22	1010259899	Ingram, Eddie	88.50
53920	716	Law Enforcement Equipment	2018-02-01	1010259753	Swango's Precision Firearms	151.95
53920	716	Law Enforcement Equipment	2018-02-22	1010259908	Suntrust Bankcard, NA	761.52
53920	.....	Courtroom Security				Total: 5 1,215.47
54110	307	Communication	2018-02-08	1010259783	AT&T	94.30
54110	307	Communication	2018-02-08	1010259791	Century Link/Business Services	53.28
54110	307	Communication	2018-02-08	1010259834	Verizon Wireless	1,360.00
54110	307	Communication	2018-02-15	1010259883	Verizon Wireless	1,830.84

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54110	307	Communication	2018-02-22	1010259908	Suntrust Bankcard, NA	59.80
54110	338	Maintenance And Repair Services - Vehicles	2018-02-01	1010259760	Ultimate Shine 3 Minute Express Car Wash	210.00
54110	338	Maintenance And Repair Services - Vehicles	2018-02-08	1010259814	Morristown Ford	1,224.12
54110	338	Maintenance And Repair Services - Vehicles	2018-02-08	1010259823	Royston Chrysler Dodge Jeep	5,911.79
54110	338	Maintenance And Repair Services - Vehicles	2018-02-22	1010259909	Synergy Auto Wash	312.00
54110	338	Maintenance And Repair Services - Vehicles	2018-02-22	1010259915	Xtreme Towing & Automotive Collision Center	1,000.00
54110	348	Postal Charges	2018-02-15	1010259852	Federal Express	22.82
54110	348	Postal Charges	2018-02-22	1010259908	Suntrust Bankcard, NA	388.87
54110	351	Rentals	2018-02-08	1010259790	Canon Solutions America, Inc	173.21
54110	351	Rentals	2018-02-08	1010259826	T.E.G. Enterprises	65.00
54110	353	Towing Services	2018-02-15	1010259872	Short, Shannon J	50.00
54110	399	Other Contracted Services	2018-02-08	1010259830	Transunion Risk & Alternative	41.00
54110	425	Gasoline	2018-02-15	1010259855	Fuelman	9,446.31
54110	431	Law Enforcement Supplies	2018-02-08	1010259803	Hero247.Com	594.00
54110	431	Law Enforcement Supplies	2018-02-22	1010259908	Suntrust Bankcard, NA	206.67
54110	433	Lubricants	2018-02-08	1010259814	Morristown Ford	92.58
54110	433	Lubricants	2018-02-08	1010259823	Royston Chrysler Dodge Jeep	156.93
54110	433	Lubricants	2018-02-22	1010259909	Synergy Auto Wash	143.95
54110	435	Office Supplies	2018-02-01	1010259727	Evans Office Supply Co	409.72
54110	435	Office Supplies	2018-02-22	1010259908	Suntrust Bankcard, NA	708.44
54110	450	Tires And Tubes	2018-02-01	1010259745	Porter's Tire Store	125.80
54110	450	Tires And Tubes	2018-02-08	1010259814	Morristown Ford	80.00
54110	450	Tires And Tubes	2018-02-08	1010259823	Royston Chrysler Dodge Jeep	49.95
54110	451	Uniforms	2018-02-15	1010259881	TruBlu Tactical Police Supply	900.00
54110	499	Other Supplies And Materials	2018-02-15	1010259859	Hammond, Deborah C	204.00
54110	499	Other Supplies And Materials	2018-02-22	1010259908	Suntrust Bankcard, NA	234.39
54110	599	Other Charges	2018-02-01	1010259731	Hamblen County Boat Dock, Inc	100.00
54110	599	Other Charges	2018-02-01	1010259732	Hamblen County Clerk	29.00
54110	599	Other Charges	2018-02-01	1010259743	O'Reilly Auto Par	160.00
54110	599	Other Charges	2018-02-01	1010259749	Shred-It	20.34
54110	599	Other Charges	2018-02-08	1010259802	Hamblen County Clerk	29.00
54110	599	Other Charges	2018-02-15	1010259851	English Mountain Spring Water	35.00
54110	599	Other Charges	2018-02-22	1010259908	Suntrust Bankcard, NA	50.00
54110	716	Law Enforcement Equipment	2018-02-01	1010259753	Swango's Precision Firearms	59.98
54110	716	Law Enforcement Equipment	2018-02-08	1010259801	Gall's Inc	377.00
54110	716	Law Enforcement Equipment	2018-02-08	1010259804	Implus Footcare LLC	1,010.88
54110	716	Law Enforcement Equipment	2018-02-22	1010259912	TruBlu Tactical Police Supply	680.00
54110	.....	Sheriff's Department				
				Total:	41	28,700.97
54160	309	Contracts With Government Agencies	2018-02-08	1010259829	TN Bureau Of Investigation	50.00
54160	317	Data Processing Services	2018-02-08	1010259834	Verizon Wireless	34.00
54160	435	Office Supplies	2018-02-01	1010259727	Evans Office Supply Co	151.68

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54160	Administration Of The Sexual Offender Registry				Total: 3 235.68
54210	335	Maintenance And Repair Service - Buildings	2018-02-01	1010259728	Fenco Supply Co	40.08
54210	335	Maintenance And Repair Service - Buildings	2018-02-08	1010259794	City Electric Supply	281.25
54210	335	Maintenance And Repair Service - Buildings	2018-02-08	1010259808	Lowe's	423.74
54210	335	Maintenance And Repair Service - Buildings	2018-02-08	1010259826	T.E.G. Enterprises	178.50
54210	335	Maintenance And Repair Service - Buildings	2018-02-08	1010259828	TMS - Marlin	1,174.54
54210	335	Maintenance And Repair Service - Buildings	2018-02-15	1010259879	Town & Country Lock & Key	6.00
54210	335	Maintenance And Repair Service - Buildings	2018-02-22	1010259894	Cornerstone Institutional, LLC	3,450.00
54210	335	Maintenance And Repair Service - Buildings	2018-02-22	1010259905	RJ Vassar & Sons	3,200.00
54210	336	Maintenance And Repair Services - Equipment	2018-02-01	1010259716	American Detention	1,861.76
54210	336	Maintenance And Repair Services - Equipment	2018-02-22	1010259903	Powerclean	295.00
54210	340	Medical And Dental Services	2018-02-01	1010259724	Correctional Risk Services Inc	4,015.25
54210	340	Medical And Dental Services	2018-02-01	1010259739	Morristown-Hamblen EMS	50.00
54210	340	Medical And Dental Services	2018-02-08	1010259796	Correctional Risk Services Inc	6,456.87
54210	340	Medical And Dental Services	2018-02-08	1010259812	Mobile Images Acquisition LLC	1,900.00
54210	340	Medical And Dental Services	2018-02-08	1010259816	Morristown-Hamblen Hospital	4,807.84
54210	340	Medical And Dental Services	2018-02-15	1010259837	American Esoteric Laboratories	479.10
54210	340	Medical And Dental Services	2018-02-15	1010259848	Correctional Risk Services Inc	26,960.43
54210	340	Medical And Dental Services	2018-02-15	1010259875	Statcare Inpatient LLC	532.00
54210	340	Medical And Dental Services	2018-02-22	1010259895	Correctional Risk Services Inc	2,788.15
54210	351	Rentals	2018-02-08	1010259790	Canon Solutions America, Inc	147.75
54210	410	Custodial Supplies	2018-02-01	1010259722	Chem Clean Systems LLC	874.86
54210	410	Custodial Supplies	2018-02-01	1010259737	Kelsan Inc	3,295.66
54210	410	Custodial Supplies	2018-02-08	1010259835	Waste Industries/102 Tidiwaste	557.84
54210	410	Custodial Supplies	2018-02-15	1010259845	Chem Clean Systems LLC	139.98
54210	410	Custodial Supplies	2018-02-22	1010259893	Chem Clean Systems LLC	454.92
54210	413	Drugs And Medical Supplies	2018-02-08	1010259797	Diamond Drugs, Inc	5,571.76
54210	422	Food Supplies	2018-02-08	1010259786	Borden Dairy Of Ky / Flavorich	1,851.10
54210	422	Food Supplies	2018-02-08	1010259800	Flowers Baking Company	3,046.20
54210	422	Food Supplies	2018-02-08	1010259820	Pfg Hale , Inc	46,186.81
54210	435	Office Supplies	2018-02-01	1010259727	Evans Office Supply Co	198.16
54210	435	Office Supplies	2018-02-22	1010259886	Acme Printing Company, Inc	617.00
54210	599	Other Charges	2018-02-15	1010259873	Shred-It	27.12
54210	710	Food Service Equipment	2018-02-08	1010259820	Pfg Hale , Inc	262.51
54210	716	Law Enforcement Equipment	2018-02-01	1010259737	Kelsan Inc	582.87
54210	.....	Jail				Total: 34 122,715.05
54250	307	Communication	2018-02-01	1010259763	Verizon Wireless	103.09
54250	307	Communication	2018-02-08	1010259791	Century Link/Business Services	8.44
54250	338	Maintenance And Repair Services - Vehicles	2018-02-08	1010259813	Morristown Chevrolet	23.00
54250	338	Maintenance And Repair Services - Vehicles	2018-02-08	1010259818	NAPA Auto Parts Of Morristown	49.06
54250	399	Other Contracted Services	2018-02-01	1010259734	Helen Ross McNabb Center	6,000.00

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54250	399	Other Contracted Services	2018-02-01	1010259751	Stepping Out Ministries	280.00
54250	425	Gasoline	2018-02-15	1010259855	Fuelman	91.89
54250	463	Testing	2018-02-22	1010259908	Suntrust Bankcard, NA	10.00
54250	.....	Work Release Program			Total: 8	6,565.48
54410	307	Communication	2018-02-01	1010259718	Bell, Chris E	56.00
54410	338	Maintenance And Repair Services - Vehicles	2018-02-01	1010259745	Porter's Tire Store	829.35
54410	338	Maintenance And Repair Services - Vehicles	2018-02-22	1010259909	Synergy Auto Wash	8.00
54410	355	Travel	2018-02-15	1010259840	Bell, Chris E	121.50
54410	355	Travel	2018-02-15	1010259861	Johnson, Houston Neal	104.34
54410	425	Gasoline	2018-02-15	1010259855	Fuelman	344.23
54410	435	Office Supplies	2018-02-01	1010259736	Horn, Lindsey E	31.01
54410	435	Office Supplies	2018-02-01	1010259754	Thermocopy Of Tennessee	49.00
54410	435	Office Supplies	2018-02-22	1010259908	Suntrust Bankcard, NA	12.07
54410	451	Uniforms	2018-02-22	1010259908	Suntrust Bankcard, NA	98.58
54410	599	Other Charges	2018-02-08	1010259834	Verizon Wireless	34.00
54410	599	Other Charges	2018-02-15	1010259854	Food City	42.38
54410	.....	Civil Defense			Total: 12	1,730.46
54510	322	Evaluation And Testing	2018-02-08	1010259805	IPMA-HR	297.00
54510	.....	Inspection And Regulation			Total: 1	297.00
54610	312	Contracts With Private Agencies	2018-02-01	1010259715	Allen Funeral Home Inc	500.00
54610	312	Contracts With Private Agencies	2018-02-01	1010259729	Giles, Todd E	200.00
54610	312	Contracts With Private Agencies	2018-02-01	1010259735	Holt, Jeffrey E.	120.00
54610	312	Contracts With Private Agencies	2018-02-01	1010259739	Morristown-Hamblen EMS	50.00
54610	312	Contracts With Private Agencies	2018-02-01	1010259744	Peoples, Jimmy W	440.00
54610	312	Contracts With Private Agencies	2018-02-01	1010259755	Thompson, Claude, JR	400.00
54610	312	Contracts With Private Agencies	2018-02-01	1010259756	Thompson, Tom C, MD	2,083.33
54610	312	Contracts With Private Agencies	2018-02-22	1010259898	Horn, Lindsey E	204.00
54610	312	Contracts With Private Agencies	2018-02-22	1010259900	Knox County Medical Examiner	3,430.00
54610	399	Other Contracted Services	2018-02-01	1010259725	Davis, Eddie	750.00
54610	.....	County Coroner/Medical Examiner			Total: 10	8,177.33
54900	790	Other Equipment	2018-02-22	1010259908	Suntrust Bankcard, NA	76.42
54900	.....	Other Public Safety			Total: 1	76.42
55110	309	Contracts With Government Agencies	2018-02-01	1010259727	Evans Office Supply Co	138.00
55110	309	Contracts With Government Agencies	2018-02-01	1010259733	Hamblen County Clerk	14.00
55110	309	Contracts With Government Agencies	2018-02-01	1010259747	Rural Health Association Of Tn	175.00
55110	309	Contracts With Government Agencies	2018-02-01	1010259748	Sam Neill Insurance Agency	50.00
55110	309	Contracts With Government Agencies	2018-02-01	1010259759	TN Public Health Association	200.00
55110	309	Contracts With Government Agencies	2018-02-08	1010259783	AT&T	211.27

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55110	309	Contracts With Government Agencies	2018-02-08	1010259791	Century Link/Business Services	37.91
55110	309	Contracts With Government Agencies	2018-02-08	1010259822	Roberts Cleaning Company	1,950.00
55110	309	Contracts With Government Agencies	2018-02-08	1010259825	Smith, Kim	14.00
55110	309	Contracts With Government Agencies	2018-02-15	1010259841	Canon Solutions America, Inc	16.94
55110	309	Contracts With Government Agencies	2018-02-22	1010259887	Atmos Energy	258.90
55110	309	Contracts With Government Agencies	2018-02-22	1010259896	English Mountain Coffee	180.80
55110	309	Contracts With Government Agencies	2018-02-22	1010259902	Morristown Utilities	1,836.00
55110	309	Contracts With Government Agencies	2018-02-22	1010259908	Suntrust Bankcard, NA	238.18
55110	355	Travel	2018-02-08	1010259785	Becerra, Michele L	145.70
55110	355	Travel	2018-02-08	1010259810	Mendez, Denise	43.24
55110	355	Travel	2018-02-08	1010259825	Smith, Kim	93.06
55110	399	Other Contracted Services	2018-02-15	1010259846	Citizen Tribune	1,419.00
55110	399	Other Contracted Services	2018-02-22	1010259901	Media Directions Advertising Inc.	1,352.94
55110	.....	Local Health Center			Total: 19	8,374.94
55120	316	Contributions	2018-02-01	1010259740	Morristown-Hamblen Humane Soc	11,125.00
55120	.....	Rabies And Animal Control			Total: 1	11,125.00
55590	316	Contributions	2018-02-01	1010259734	Helen Ross McNabb Center	170.00
55590	.....	Other Local Welfare Services			Total: 1	170.00
56700	307	Communication	2018-02-01	1010259741	MUS Fibernet	127.99
56700	307	Communication	2018-02-01	1010259763	Verizon Wireless	49.92
56700	336	Maintenance And Repair Services - Equipment	2018-02-15	1010259864	Lane Sales Power Equipment	54.00
56700	399	Other Contracted Services	2018-02-22	1010259914	Williams, Cindy	400.00
56700	410	Custodial Supplies	2018-02-08	1010259835	Waste Industries/102 Tidiwaste	288.10
56700	412	Diesel Fuel	2018-02-22	1010259913	Voyager Fleet Systems Inc	25.95
56700	415	Electricity	2018-02-08	1010259815	Morristown Utilities	5,421.00
56700	415	Electricity	2018-02-15	1010259838	Appalachian Electric Co-Op	22.65
56700	425	Gasoline	2018-02-22	1010259913	Voyager Fleet Systems Inc	179.23
56700	454	Water And Sewer	2018-02-08	1010259815	Morristown Utilities	1,954.00
56700	499	Other Supplies And Materials	2018-02-08	1010259808	Lowe's	402.46
56700	506	Liability Insurance	2018-02-01	1010259752	Strate Insurance Group	1,338.81
56700	513	Worker's Compensation Insurance	2018-02-01	1010259752	Strate Insurance Group	628.10
56700	599	Other Charges	2018-02-15	1010259851	English Mountain Spring Water	16.00
56700	791	Other Construction	2018-02-01	1010259746	Relief Septic Service	750.00
56700	.....	Parks And Fair Boards			Total: 15	11,658.21
57100	307	Communication	2018-02-08	1010259791	Century Link/Business Services	4.21
57100	355	Travel	2018-02-01	1010259717	Bedwell, Emmanuel	104.81
57100	435	Office Supplies	2018-02-01	1010259727	Evans Office Supply Co	127.50
57100	.....	Agricultural Extension Service			Total: 3	236.52

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Page: 10
Date: 3/5/2018
Time: 10:26:43AM

Fund: 101 General Fund #(101)

<u>ACCT</u>	<u>OBJ</u>	<u>NAME</u>	<u>DATE</u>	<u>Check Nbr</u>	<u>Description</u>	<u>Amount Paid</u>
58300	307	Communication	2018-02-08	1010259791	Century Link/Business Services	1.33
58300	.....	Veterans' Services			Total: 1	1.33
58600	210	Unemployment Compensation	2018-02-01	1010259758	TN Dept Of Labor & Workforce Development	394.03
58600	299	Other Fringe Benefits	2018-02-15	1010259858	Hamblen County Government	212.50
58600	506	Liability Insurance	2018-02-01	1010259752	Strate Insurance Group	48,767.21
58600	513	Worker's Compensation Insurance	2018-02-01	1010259752	Strate Insurance Group	29,946.71
58600	515	Liability Claims	2018-02-15	1010259880	Travelers	5,278.25
58600	.....	Employee Benefits			Total: 5	84,598.70
Total of checks for General Fund #(101)						327,188.87

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

**Page: 1
Date: 3/5/2018
Time: 10:30:21AM**

Fund: 116 Solid Waste/Sanitation Fund #(116)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
55710	299	Other Fringe Benefits	2018-02-15	1160023265	Hamblen County Government	37.50
55710	302	Advertising	2018-02-08	1160023254	Citizen Tribune	464.70
55710	336	Maintenance And Repair Services - Equipment	2018-02-08	1160023253	Bayne Machine Works	1,248.22
55710	336	Maintenance And Repair Services - Equipment	2018-02-08	1160023256	Premier Truck Group	428.25
55710	336	Maintenance And Repair Services - Equipment	2018-02-08	1160023257	Triad Freightliner	242.66
55710	336	Maintenance And Repair Services - Equipment	2018-02-15	1160023260	D&J Hydraulic Service, Inc.	2,094.96
55710	336	Maintenance And Repair Services - Equipment	2018-02-15	1160023266	Moore's Tractor & Trailer	2,937.42
55710	336	Maintenance And Repair Services - Equipment	2018-02-15	1160023268	Stringfellow	196.39
55710	336	Maintenance And Repair Services - Equipment	2018-02-15	1160023269	The Lilly Company	121.85
55710	412	Diesel Fuel	2018-02-15	1160023262	Fuelman	10,850.53
55710	425	Gasoline	2018-02-15	1160023262	Fuelman	393.61
55710	451	Uniforms	2018-02-22	1160023270	Cintas Corp., Loc. 207	594.64
55710	499	Other Supplies And Materials	2018-02-01	1160023246	Big M Janitorial	7.50
55710	499	Other Supplies And Materials	2018-02-15	1160023261	Elliott Boots	100.00
55710	499	Other Supplies And Materials	2018-02-22	1160023270	Cintas Corp., Loc. 207	216.00
55710	506	Liability Insurance	2018-02-01	1160023249	Strate Insurance Group	8,321.94
55710	513	Worker's Compensation Insurance	2018-02-01	1160023249	Strate Insurance Group	9,999.19
55710	.....	Sanitation Management			Total: 17	38,255.36
Total of checks for Solid Waste/Sanitation Fund #(116)						38,255.36

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Page: 1
Date: 3/5/2018
Time: 10:31:11AM

Fund: 131 Highway/Public Works Fund (#131)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
61000	302	Advertising	2018-02-08	1313041626	Citizen Tribune	149.90
61000	307	Communication	2018-02-01	1313041614	Comcast Cable	66.00
61000	307	Communication	2018-02-08	1313041625	AT&T	77.54
61000	307	Communication	2018-02-08	1313041638	Verizon Wireless	157.88
61000	415	Electricity	2018-02-01	1313041616	Morristown Utilities	29.00
61000	415	Electricity	2018-02-22	1313041652	Holston Electric Cooperative	1,049.10
61000	415	Electricity	2018-02-22	1313041655	Morristown Utilities	30.00
61000	442	Propane Gas	2018-02-01	1313041615	Heritage Propane	1,186.43
61000	442	Propane Gas	2018-02-15	1313041645	Heritage Propane	824.60
61000	454	Water and Sewer	2018-02-22	1313041655	Morristown Utilities	104.00
61000	506	Liability Insurance	2018-02-01	1313041619	Strate Insurance Group	8,886.05
61000	511	Vehicle And Equipment Insurance	2018-02-01	1313041619	Strate Insurance Group	44.00
61000	599	Other Charges	2018-02-08	1313041627	Cocke Farmers Co-Op	100.00
61000	599	Other Charges	2018-02-08	1313041628	Elliott Boots	100.00
61000	599	Other Charges	2018-02-08	1313041629	Gravity Networks	663.30
61000	599	Other Charges	2018-02-08	1313041630	Kennedy, Thomas A.	43.95
61000	599	Other Charges	2018-02-08	1313041631	Lowe's	224.89
61000	599	Other Charges	2018-02-15	1313041639	Able Exterminators, Inc	85.00
61000	599	Other Charges	2018-02-22	1313041648	Cintas Corp., Loc. 207	128.00
61000	599	Other Charges	2018-02-22	1313041650	Gravity Networks	135.00
61000	599	Other Charges	2018-02-22	1313041651	Healthstar Physicians, Inc	28.00
61000	599	Other Charges	2018-02-22	1313041656	Suntrust Bankcard, NA	36.44
61000	.....	Administration			Total: 22	14,149.08
62000	404	Asphalt - Hot Mix	2018-02-15	1313041642	Duracap Asphalt Paving Co, Inc	15,623.94
62000	409	Crushed Stone	2018-02-22	1313041657	Vulcan Materials Company	8,319.62
62000	451	Uniforms	2018-02-22	1313041648	Cintas Corp., Loc. 207	311.75
62000	.....	Highway And Bridge Maintenance			Total: 3	24,255.31
63100	412	Diesel Fuel	2018-02-08	1313041627	Cocke Farmers Co-Op	562.21
63100	412	Diesel Fuel	2018-02-15	1313041643	Fuelman	3,892.39
63100	416	Equipment Parts - Heavy	2018-02-08	1313041632	Meade Tractor	1,165.88
63100	416	Equipment Parts - Heavy	2018-02-08	1313041634	Morristown Ford	145.00
63100	416	Equipment Parts - Heavy	2018-02-22	1313041654	Maury County Equipment	2,820.87
63100	424	Garage Supplies	2018-02-01	1313041618	Safety-Kleen Systems, Inc	274.71
63100	424	Garage Supplies	2018-02-08	1313041635	Scott-Gross Co Inc	82.44
63100	425	Gasoline	2018-02-15	1313041640	BP	198.76
63100	425	Gasoline	2018-02-15	1313041643	Fuelman	1,050.98
63100	499	Other Supplies And Materials	2018-02-22	1313041653	Lane Sales Power Equipment	253.37
63100	.....	Operation And Maintenance Of Equipment			Total: 10	10,446.61
66000	513	Worker's Compensation Insurance	2018-02-01	1313041619	Strate Insurance Group	6,289.00

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Page: 2
Date: 3/5/2018
Time: 10:31:11AM

Fund: 131 Highway/Public Works Fund (#131)

<u>ACCT</u>	<u>OBJ</u>	<u>NAME</u>	<u>DATE</u>	<u>Check Nbr</u>	<u>Description</u>	<u>Amount Paid</u>
66000	.....	Employee Benefits				Total: 1 6,289.00
68000	714	Highway Equipment	2018-02-22	1313041649	Dickson Co Equipment Co, Inc	102,000.00
68000	.....	Capital Outlay				Total: 1 102,000.00
Total of checks for Highway/Public Works Fund (#131)						157,140.00

BENEFIT MANAGEMENT AGREEMENT

THIS BENEFIT MANAGEMENT AGREEMENT (“Agreement”), effective 12:01 a.m. May 1, 2018, is made by and between Hamblen County, Tennessee, the Plan Sponsor and Plan Administrator (hereinafter interchangeably referred to as the “Plan Administrator” and/or the “Plan Sponsor”) and Medical Benefits Administrators, Inc. (“MEDBEN”), a third-party administrator (“TPA”).

The Plan Administrator and/or Plan Sponsor has established one or more health benefit plans to provide health benefits to individuals deemed eligible under the plan(s) and to their eligible dependents. This Agreement provides only for the performance of services for specific health Benefits under such Plan as both are defined and listed on Exhibit A (attached to and made part of this Agreement).

Hamblen County, Tennessee, as Plan Administrator and/or Plan Sponsor, has the authority to enter into and execute this Agreement. Unless otherwise specified in the applicable Plan or otherwise specified by the Plan Sponsor, the Plan Sponsor shall also be the Plan Administrator. MEDBEN is not the Plan Sponsor, Plan Administrator, Named Fiduciary, or trustee, as those terms are defined by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) or any other applicable state or federal law or regulation. The parties intend that MEDBEN shall not be deemed a “fiduciary” for the Plan within the meaning of ERISA, COBRA or any other applicable state or federal law or regulation governing the Plan, and MEDBEN does not assume any of the Plan Administrator’s or Named Fiduciary’s discretionary authority. The parties intend that MEDBEN shall have no discretionary authority or final determinative capability. This Agreement assumes that the Plan Administrator has established the Plan for the exclusive benefit of the individuals eligible for coverage under the Plan.

MEDBEN has the authority to enter into and execute this Agreement with regards to services to be performed by MEDBEN, and also in regard to services, if any, to be performed by its parent company, Medical Benefits Mutual Life Insurance Co. (“MBM”), and such parent company’s other subsidiaries, MedBen Marketing Services, Inc. (“MMS”) and VisionPlus of America, Inc. (“VPA”). References to the rights and responsibilities of MEDBEN in this Agreement may also include these named entities as such references relate to the relationship, if any, between the Plan Administrator and such entities. Services to be provided by other entities named in this Agreement or its Exhibits are governed by separate agreements which have been entered into and between such entities and the Plan Administrator and/or Plan Sponsor, or between such entities and MEDBEN, and any rights and responsibilities of the parties referenced in this Agreement will be determined in accordance with such separate agreements.

The services to be performed by MEDBEN shall be limited to those set forth in this Agreement and the performance by MEDBEN of such services shall be subject in all respects to review by the Plan Administrator within the framework of policies, interpretations, rules, practices and procedures made or established by the Plan Administrator.

Plan Administrator and MEDBEN agree as follows:

ARTICLE I **PURPOSE OF AGREEMENT**

Section 1.1 The purpose of this Agreement is to state the terms and conditions by which MEDBEN will provide independent administrative services to the Plan Administrator as it relates to administration of the Benefits.

Section 1.2 The parties acknowledge that:

- (a) This is a contract for administrative services only as specifically set forth herein;
- (b) MEDBEN shall not be obligated to disburse more in payment under this Agreement than the Plan Administrator shall have secured and/or made available;

- (c) This Agreement shall not be deemed to be a contract of insurance under any laws or regulations. MEDBEN does not insure, guarantee or underwrite liability. MEDBEN has no responsibility and the Plan Administrator has total responsibility for securing funding of claims arising for the Benefits under the Plan and has no responsibility for any expenses incidental to such;
- (d) MEDBEN is not the Plan Administrator, Plan Sponsor or a Plan fiduciary and will not be identified as such. The Plan Administrator acknowledges and agrees that it is the administrator and named fiduciary as such terms are defined by ERISA or any other applicable state or federal law or regulation; and,
- (e) The Plan Administrator acknowledges and agrees that MEDBEN will not be deemed to be a legal or tax advisor as a result of the performance of its duties under this Agreement. MEDBEN makes no representation concerning federal, state, or local laws, rules or regulations applicable to the Plan or Benefits. Plan Administrator must seek its own counsel for legal advice and guidance. In no event shall MEDBEN be liable for special or consequential damages, even if MEDBEN was advised of the possibility of such damages;
- (f) The Plan Administrator hereby grants its approval to MEDBEN for MEDBEN to retain entities, experts, and subcontractors to assist MEDBEN in the accomplishment of the tasks assigned to MEDBEN by this Agreement and the applicable Plan Document.

ARTICLE II **FUNDING**

Section 2.1 The Plan Administrator, or any authorized representative of the Plan Administrator, shall establish an account at a bank of its choice to provide for the payment of benefits and the costs of operating each Plan. It is the Plan Administrator's sole responsibility to determine if more than one plan has been created and if more than one banking account should be established by the Plan Administrator. The Plan Administrator shall authorize MEDBEN to have access to any such Plan bank account(s) through which Benefits, and expenses necessary for the performance of tasks requested of MEDBEN by the Plan Administrator, shall be paid. The Plan Administrator shall be solely responsible for authorizing payment of any Plan benefits and expenses from such account(s), including the Benefits and expenses for services provided for in this Agreement.

Section 2.2 It shall be the sole responsibility of the Plan Administrator to determine the amounts necessary, the frequency of payment and the method of payment of the costs of Benefits and expenses associated with the Plan. The Plan Administrator agrees to make deposits to the claims paying account(s) of the Plan in compliance with Section 8.17 and Section 8.18 of the Agreement and with any other applicable state or federal law or regulation, including ERISA, if applicable.

Section 2.3 The Plan Administrator is required to forward any applicable participant contributions to the appropriate Plan bank account(s) within the time frames set forth under applicable state or federal law and regulation, including ERISA, if applicable. It shall be the sole responsibility of the Plan Administrator to ensure that participant contributions are handled in compliance with all applicable state or federal laws and regulations, including ERISA, if applicable.

Section 2.4 The Plan Administrator shall be solely responsible for the method and amount deposited in the Plan bank account(s) necessary for the operation of the Plan, in accordance with any applicable state or federal law or regulation, including ERISA, if applicable. MEDBEN shall prepare checks at the request of the Plan Administrator and draw on the Plan bank account(s) for the payment of Benefits claims and other Plan applicable operating expenses. MEDBEN shall issue such checks ("checkruns") based on a scheduled frequency determined by the Plan Administrator, but no more frequently than once per week. Any additional or special checkruns beyond the scheduled frequency initially requested by the Plan Administrator shall only be conducted with the express approval of MEDBEN, including, but not limited

to, any checkruns requested at the end of a stop-loss contract period or as a result of the termination of this Agreement.

Section 2.5 MEDBEN shall have no discretionary authority or control with regard to managing or investing the Plan's assets. The Plan Administrator shall be solely responsible for segregating and managing the assets of the Plan in accordance with applicable state or federal law or regulation.

ARTICLE III **TPA SERVICES**

Section 3.1 MEDBEN shall only be responsible for the proper exercise of its own duties as described herein and shall not be responsible for any act or failure to act on the part of any other party and shall not be responsible to file any reports required under any applicable state or federal law or regulation, including ERISA if applicable, with respect to the Plan, nor shall MEDBEN be responsible for maintaining the Plan in compliance with the provisions of any applicable state or federal law or regulation, including ERISA if applicable. MEDBEN shall provide the following non-discretionary, ministerial services to the Plan Administrator during the term of this Agreement in accordance with the terms of the applicable Plan as such pertain to the benefits only:

Section 3.2 In general, MEDBEN shall provide the following claims related services as more specifically set forth in this Article 3 and this Agreement:

- a) Receive claims for Benefits.
- b) Review claims and/or charges for Benefits of healthcare service providers ("Provider[s]") for eligibility in accordance with the terms of the Plan (as set forth by the Plan Administrator) and with assistance of the Plan Administrator, when requested by the Plan Administrator, certify eligibility of employees to receive payments for Benefits under the Plan.
- c) Obtain necessary additional medical information from Providers in order to process claims in strict accordance with the terms of the applicable Plan or per the instruction of the Plan Administrator.
- d) Maintain a relationship with the pharmacy benefit manager that will adjudicate Benefits claims which appear to be clearly covered or clearly not eligible under the terms of the applicable Plan.
- e) Determine in accordance with the terms of the Plan the qualifications for the advancement of funds in response to claims submitted to MEDBEN making such investigations as may be necessary to determine said qualifications for the advancement of funds in response to Benefits claims.
- f) Refer to the Plan Administrator, with recommendations, any unresolved question(s) regarding interpretation of the Plan, the policies, practices or procedures established by Plan Administrator, including any factual question(s) which may affect the Benefits payable and the adjudication of such claim(s) based upon the Plan Administrator's decision as expressed by the Plan Administrator directly or through its agent.
- g) Provide information to the Plan Administrator on disputed claims should such information be presented to MEDBEN.
- h) Provide information to the Plan Administrator regarding claims determined to be ineligible for payment, if applicable. Appeals and final coverage decisions fall within the discretionary authority of the Plan Administrator. MEDBEN shall utilize its standard form for such notification, if applicable. It is expressly understood that any such notification(s) prepared and/or produced by MEDBEN shall be reviewed, revised and approved by the Plan Administrator and any other party, including legal counsel, which the Plan Administrator deems appropriate. Regardless of whether the Plan Administrator chooses to obtain such approval of the notification document, the Plan Administrator shall be solely responsible for its content and any liability resulting from the use thereof.

- i) Coordinate benefits with other known payers and pursue subrogation, reimbursement or other recovery in accordance with the Plan. MEDBEN shall have neither the responsibility nor the obligation to take any action, legal or otherwise, against any Plan participant or other person to enforce the provisions of the Plan. Such action is taken at the discretion of the Plan Administrator.
- j) Issue checks or electronic funds in payment of Benefits claims on behalf of Plan Administrator and issue payment utilizing Plan funds as provided in this Agreement at the instruction of the Plan Administrator, the amounts due per the applicable Plan, with respect to claims that qualify under the Plan. Such action is taken at the discretion of the Plan Administrator.

Notwithstanding the foregoing, MEDBEN shall provide its management services necessary for the operation of the Plan, solely as described and contracted herein. MEDBEN will perform the contracted services, including those described in 3.2 in accordance with the policies, procedures and rules established by MEDBEN for such services. The Plan Administrator retains all authority to instruct MEDBEN on the processing of specific claims. MEDBEN shall not be liable for claims processing, claim issuance or other claim management services on claims which have not been “completely processed during the term of this Agreement.” “Completely processed during the term of this Agreement” means MEDBEN has released a claims check from its system. If a claim is not “completely processed during the term of this Agreement” it means that MEDBEN was unable to completely consider the claim for adjudication (by following MEDBEN’s usual and customary claims processing procedures) before the end of the term of this Agreement.

Section 3.3 Any request for modified or additional services by the Plan Administrator must be set forth in writing by the Plan Administrator and approved in writing by MEDBEN prior to the performance of said service. In the event such modified or additional services are requested, MEDBEN reserves the right to charge the Plan Administrator for such modified or additional services. The Plan Administrator shall have the sole responsibility for the interpretation of all Plan documents, except those expressly reserved to the Trustee(s) in the Trust, if such has been established. MEDBEN shall rely solely on the representations of the Plan Administrator with respect to the Plan, including, but not limited to, representations that the individuals covered under the Plan are eligible under the Plan and that benefits paid by the Plan are non-taxable.

Section 3.4 MEDBEN will outsource any and all Plan medical cost containment services, as applicable, including, but not limited to: pre-admission certification; continued stay review; discharge planning; second surgical opinion review/approval; individual benefit management; medical claim review; medical case management, to MEDBEN’s preferred medical cost containment vendor(s) on behalf of the Plan and/or Plan Administrator, unless MEDBEN has, in writing, a request from the Plan Administrator to utilize a different medical cost containment vendor on behalf of the Plan. In no event, shall MEDBEN provide medical cost containment services for the Plan nor make any medical decisions on behalf of the Plan. Any charges for services rendered, and/or billed, by a medical cost containment vendor on behalf of the Plan shall be the sole responsibility of the Plan Administrator.

Section 3.5 MEDBEN will process claims for Benefits provided under the Plan, in accordance with the Plan, following MEDBEN’s usual and customary business practices subject to and in accordance with this Agreement on behalf of persons entitled to receive eligible Benefits under the Plan. The Plan Administrator shall be solely responsible for the payment of all claims and all claims payment determinations (whether directly or through the Plan document). In addition, the Plan Administrator shall be solely responsible for the payment of any claim monies or assessments that a state or federal agency determines the Plan owes, including, but not limited to, payment of claims and/or assessments under the Medicare Secondary Payer rules and surcharges imposed on health benefits by the State of New York, the State of Massachusetts or other states, as applicable.

Section 3.6 In the management of Benefits under this Agreement, MEDBEN may utilize special agreements it has entered with third parties, including Providers, to secure additional discounts for the Plan which are not part of the Plan’s contracted preferred provider arrangements. The use of such discounts may require the Plan to pay additional fees. The availability and application of any such discounts will

determined by MEDBEN. The Plan Administrator further authorizes MEDBEN, without any additional specific authorization, to take any actions necessary for the Plan Administrator to participate in any prescription drug class action settlement offers relative to Benefits provided through the Plan in which MEDBEN has chosen to participate in on behalf of its clients. MEDBEN shall be under no obligation to participate in any such settlement offers. Any proceeds obtained via such settlement offers, minus the costs assessed during, or associated with the participation in, the settlement shall be returned to the Plan Administrator once the settlement is resolved and the proceeds have been distributed.

Section 3.7 MEDBEN will outsource any and all Plan subrogation matters to its preferred subrogation vendor on behalf of the Plan and/or Plan Administrator, unless MEDBEN has, in writing, a request from the Plan Administrator not to utilize such vendor's services on behalf of the Plan. The fees for performing such subrogation services are set forth in Exhibit A (under Fee Schedule), however, such fee is subject to change and is not guaranteed by MEDBEN. In no event will MEDBEN perform any subrogation services for the Plan, the Plan Administrator or the Plan Sponsor.

Section 3.8 MEDBEN shall render its standard monthly claim and plan expense reports to the Plan Administrator, with respect to the services provided and performed for the Plan under this Agreement, in MEDBEN's standard fashion. Unless notified in writing to the contrary, such reports shall be deemed accepted by the Plan Administrator within thirty (30) days of the date such reports are sent or otherwise made available to the Plan Administrator.

Section 3.9 MEDBEN shall assist the Plan Administrator with the submission of claims for Benefits to the Plan Administrator's excess stop-loss carrier for consideration under the Plan Administrator's excess stop-loss policy, if applicable, by following MEDBEN's usual and customary excess stop-loss claims submission procedures. MEDBEN's usual and customary excess stop-loss claims submission procedures shall also be followed during the last month of the Plan Administrator's stop-loss policy contract period.

MEDBEN shall not be liable for determining the existence of, or pursuing, underlying Plan claims which may be potential claims under the Plan Administrator's excess stop-loss policy. "Underlying Plan claims" are those for which services and supplies are rendered prior to the end of the contract period, but claims for which are either received for consideration after the end of the contract period, or are received prior to the end of the contract period but have not been "completely processed during the contract period." "Completely processed during the contract period" means MEDBEN has released a claim check from its system. If a claim is not "completely processed during the contract period" it means that MEDBEN was unable to completely consider the claim for adjudication (by following MEDBEN's usual and customary claims processing procedures) before the end of the period prior to the termination of the stop-loss contract period or this Agreement, whichever occurs first.

Section 3.10 MEDBEN shall assist the Plan Administrator in its responsibilities regarding participant and health care provider complaints and appeals by acquiring data and information necessary for the Plan Administrator to render a decision regarding the complaint or appeal. Likewise, MEDBEN shall assist the Plan Administrator regarding the mandated external review of any claim, should such be imposed upon the Plan Administrator or required under the Plan. In either case, it shall be the sole responsibility of the Plan Administrator to determine if it has enough information to make a decision as well as to render a final decision under the Plan. MEDBEN shall not assume the discretionary authority of the Plan Administrator for decisions rendered on behalf of the Plan.

Section 3.11 MEDBEN shall honor any valid participant or beneficiary assignment of benefits to any person qualified to be an assignee under the terms of the Plan. Any assignment of benefits for which the participant or beneficiary is not legally liable shall not be honored.

Section 3.12 Other than the forms or materials printed specifically for the Plan, MEDBEN shall keep and maintain all records pertaining to its services under this Agreement for the Plan using its standard forms and databases. Claims and eligibility records and information shall be maintained by MEDBEN in accordance with its standard systems. MEDBEN will, if requested by the Plan Administrator, provide

information in other, mutually agreed upon, formats upon the Plan Administrator's payment of any additional costs incurred in providing the information in such a format.

Section 3.13 MEDBEN shall, at the request of the Plan Administrator and within ninety (90) days after the end of the Plan Year, provide the Plan Administrator with information in its possession which is required to be furnished under ERISA and any other applicable state or federal law or regulation.

Section 3.14 In the performance of its duties hereunder, MEDBEN shall not be required to perform any function or act which MEDBEN has notified the Plan Administrator constitutes a violation of any applicable state or federal law or regulation, including ERISA, if applicable. In addition, MEDBEN reserves the right to unilaterally terminate this Agreement if the Plan Administrator, the Plan Sponsor or any Trustee (if applicable), violates any applicable state or federal law or regulation, including ERISA, if applicable.

Section 3.15 MEDBEN shall, at the request of the Plan Administrator, provide other services to the Plan Administrator at costs to be agreed to in writing prior to the commencement of such services. In its duties under this Agreement, MEDBEN shall rely expressly on the representation of the Plan Administrator with respect to the Plan and the performance of services hereunder. This Agreement does not provide the Plan Administrator with any services, administrative or otherwise, which are not expressly set forth herein.

This Agreement does not provide services relating to the Plan's or Plan Administrator's reporting and disclosure requirements, as set forth by ERISA, the Consolidated Omnibus Budget Reconciliation Act of 1982, as amended ("COBRA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), (including but not limited to the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013, the Internal Revenue Service, the U. S. Department of Labor, the Affordable Care Act, or other applicable state or federal law or regulation, unless and except as specifically set forth in this Agreement. For example, MEDBEN does not provide services pertaining to the Plan's Summary Annual Report nor does MEDBEN perform discrimination testing on behalf of the Plan or Plan Administrator. Likewise, MEDBEN does not prepare or distribute the Plan's Summary of Benefits and Coverage.

This Agreement does not relieve the Plan Administrator or Plan Sponsor of any of their responsibilities to the Plan under state and/or federal law and/or regulation whether express or implied, including, but not limited to, reporting and disclosure requirements, funding issues, and matters affecting privacy and confidentiality. MEDBEN will provide the Plan Administrator with Plan information maintained for the Plan Administrator in conjunction with this Agreement in order for the Plan Administrator to comply with the Plan's reporting and disclosure requirements under the terms of this Agreement.

ARTICLE IV **MEDBEN SERVICE FEES**

Section 4.1 The Plan Administrator shall remit to MEDBEN all of the fees set forth in Exhibit A (under Management Services Fee Schedule), including both MEDBEN service fees and Vendor Fees (as defined in Section 4.3). The fees listed on Exhibit A must be remitted to MEDBEN within the time frame set forth on the billing statement presented to the Plan Administrator monthly. Any other vendor fee which is not payable to MEDBEN, but which MEDBEN has agreed to collect and remit on behalf of the Plan Administrator, shall be remitted by MEDBEN to such vendor, provided the Plan Administrator remits total payment to MEDBEN within the time frame set forth on the applicable billing statement. MEDBEN shall not be liable for the consequences resulting from payments remitted to MEDBEN after the due date set forth on the applicable billing statement.

Section 4.2 MEDBEN's service fees (other than Vendor Fees) shall be subject to change by MEDBEN effective on any anniversary date of the Effective Date of this Agreement, provided that notice of

said change is given by MEDBEN to the Plan Administrator not less than thirty (30) days prior to any such anniversary date. In addition, MEDBEN shall have the right to adjust the fee to reflect increased expenses incurred by reason of changes to the Plan and/or a change in duties required of MEDBEN as a result of legislative or regulatory changes. MEDBEN has the right to adjust the fees as of the date such changes in the Plan, legislation or regulation become effective.

MEDBEN's service fees may also be adjusted on any date that increased expenses are incurred by MEDBEN due to a change in the charges imposed by public bodies, such adjustment being limited to a rate sufficient to reflect the increase in expenses.

In addition to payment of MEDBEN's service fees, the Plan Administrator shall reimburse MEDBEN for investigation expenses and the cost of special supplies, forms, and/or all other services not listed herein but required to be performed by MEDBEN to accomplish its duties as set forth herein, after notification of same.

Section 4.3 Vendor Fees (defined below) are also set forth in Exhibit A, but are not guaranteed by MEDBEN. Vendor Fees are those fees collected from the Plan Administrator (at the Plan Administrator's request) and remitted by MEDBEN on behalf of the Plan Administrator which are either:

- a) established by the vendor pursuant to an agreement between the vendor and the Plan Administrator; or
- b) established by the vendor pursuant to an agreement between the vendor and MEDBEN, which are applicable and necessary to MEDBEN's fulfillment of its obligations under this Agreement.

A brief description of each MEDBEN and Vendor service provided for under this Agreement is set forth in Exhibit A (under Management Services Fee Schedule). MEDBEN shall not be responsible for disclosing in this Agreement any fees of which it has no knowledge.

ARTICLE V **PLAN ADMINISTRATOR REQUIREMENTS**

Section 5.1 As detailed further in this Article V and this Agreement, the Plan Administrator shall:

- a) Establish the Plan as described in Section 5.2 and Section 5.3, which shall be the basis for MEDBEN's performance of its duties under this Agreement. The Plan Administrator shall provide MEDBEN with copies of such Plan documents as MEDBEN requests and requires to perform its duties under this Agreement.
- b) Maintain current and accurate Plan eligibility and coverage records, verify participant, dependent and beneficiary eligibility and submit eligibility and coverage information monthly, or more often if requested by MEDBEN, to MEDBEN at its designated electronic or postal address. This information shall be provided in a format acceptable to MEDBEN and shall include the following for each participant, dependent and beneficiary: name and address, Social Security number, Medicare ID number if applicable, Medicaid number if applicable, date of birth, type of coverage, gender, relationship to participant, other insurance or health plan coverage information, changes in coverage, date coverage begins/ends, and any other information as necessary to determine eligibility and coverage under the Plan.
- c) Assume the responsibility for the erroneous disbursement of benefits by MEDBEN in the event of error or neglect by the Plan Administrator in providing eligibility and coverage information to MEDBEN, including, but not limited to, failure to give timely notification of ineligibility or termination of a former participant, or fraudulent enrollment and/or continuation of coverage.
- d) Not request or require MEDBEN, under any circumstances, to issue claims drafts for claims, stop loss or excess loss insurance premiums, or any other costs arising out of the subject matter of this

Agreement, unless the Plan Administrator has so authorized and has previously deposited sufficient funds to cover such claims or other expense obligations and payment(s).

- e) Acknowledge that it is the Plan Administrator and named fiduciary. As such, the Plan Administrator retains full discretionary control and authority and discretionary responsibility in the operation and administration of the Plan, including the provision of Benefits under the Plan.
- f) Provide timely, accurate and complete information required by MEDBEN to provide the services that MEDBEN has agreed to perform under this Agreement. MEDBEN shall have the right to rely on such information. Such information shall include but not be limited to all necessary eligibility, enrollment and participant data; and copies of all governing documents of the Plan and any amendments thereto, including any written policies, interpretations, rules, practices or procedure concerning same. Such information shall be provided upon execution of this Agreement and immediately following modification or amendment. MEDBEN shall have the right to assume that all such information is accurate and complete and MEDBEN shall be under no duty to question such information. Plan Administrator shall reimburse MEDBEN, if requested by MEDBEN, at its standard hourly rates for MEDBEN's costs incurred for efforts expended to assist in the remedy of such data or information inaccuracies as were provided by the Plan Administrator, and assist MEDBEN by providing MEDBEN with a detailed description of the Plan to be administered.
- g) Determine Plan procedures and practices, which are not self-evident based upon this Agreement and/or the Plan Document, and advise MEDBEN of same in writing within thirty (30) days of signing this Agreement.
- h) Assist when necessary in determining eligibility of persons to receive benefits and advise MEDBEN in writing within thirty (30) days of any changes in eligibility of Plan participants and beneficiaries.
- i) Designate an employee with whom MEDBEN can implement, coordinate and administer the services to be performed under this Agreement. Such employee shall handle all transactions and communications with MEDBEN, and all questions that arise will be channeled through such employee.
- j) File all reports with all governmental agencies and make all disclosures to Plan participants and beneficiaries as may be required by applicable state or federal law or regulations, including ERISA, if applicable, unless MEDBEN has explicitly agreed to make such disclosures in this Agreement.
- k) Approve, adopt and distribute Plan Documents, Plan Amendments, Summary Plan Descriptions and Summaries of Material Modifications in a timely fashion.
- l) Provide all necessary and available information as requested by MEDBEN, for MEDBEN to perform its services. Misinformation will be promptly reported to MEDBEN upon discovery. Any enrollment correction that may result in a refund adjustment of the monthly administration fee, MEDBEN services fees shall only be considered retrospectively ninety (90) days. Vendor fee reimbursements shall be made as set forth in each applicable vendor agreement.
- m) Promptly provide funds for claims and expenses. Except as specifically otherwise provided in this Agreement, the Plan Administrator shall be solely responsible for the normal, usual and unusual costs and expenses incurred in operation of the Plan including all costs attributable to professional services contracted for and provided in connection with the administration of the Plan by MEDBEN at the direction of the Plan Administrator. MEDBEN shall be responsible for paying the costs and expenses incurred in connection with the maintenance and operation of its facilities.
- n) Shall provide funds necessary to be used to make payments of the Plan to participants and health care providers as funds are needed to cover such payments. It shall be the sole responsibility of the Plan Administrator to provide funds sufficient to cover drafts issued by MEDBEN as payment for the Benefits provided in the Plan, if applicable.

- o) MEDBEN shall have the right to terminate this Agreement in the event the Plan Administrator fails to provide necessary funds to meet payments required by the Plan as well as all other financial obligations of the Plan Administrator in accordance with Section 8.17 and Section 8.18 of this Agreement.
- p) Unless otherwise stated elsewhere, the term “notice,” as contemplated in this section 5.1, shall be sufficient if made by telephone, mail or personal delivery. Termination notice or notice of amendment of this Agreement must be provided in writing.
- q) Authorize MEDBEN to pursue all applicable health care provider and health care facility discounts on behalf of the Plan.
- r) Notify MEDBEN at least thirty (30) days prior to the expiration of a stop loss insurance contract of claims which Plan Administrator has knowledge of, and which may result in a claim (specific or aggregate), prior to the contract’s expiration date. After such notice, Plan Administrator and MEDBEN shall handle such claims as described in Section 3.8 and elsewhere in this Agreement. In the event MEDBEN is able to process such claims in accordance with Section 3.8, it shall be the Plan Administrator’s sole responsibility to fund such claims and payments in a timely manner prior to the expiration of the stop loss insurance contract.
- s) Pay all invoices from MEDBEN in accordance with Section 8.17 and in compliance with the invoice deadlines set forth by vendors selected by Plan Administrator and managed by MEDBEN on behalf of the Plan.
- t) Shall be responsible for all duties required of an employer, employee organization or Plan Administrator under COBRA, except as otherwise specified in this Agreement as a duty of MEDBEN. Such COBRA duties of the Plan Administrator shall include, but not be limited to, providing the initial COBRA notice to each covered employee and/or dependent spouse of his or her continuation of coverage rights under the Plan and notifying the MEDBEN, in writing, of the date of a qualifying event if the Plan Administrator has purchased COBRA services from MEDBEN as delineated in Exhibit A (Management Services Fee Schedule).
- u) Shall be responsible for all duties required of an employer, employee organization, or Plan Administrator under HIPAA and HITECH, except as otherwise specified in this Agreement as a duty of MEDBEN. Such HIPAA and HITECH duties of the Plan Administrator shall include, but not be limited to, creating and maintaining privacy and security policies and procedures for the Plan. In addition, Plan Administrator shall submit complete and accurate employment health coverage data to MEDBEN in a timely manner.

Section 5.2 MEDBEN shall not be responsible for the preparation of any Plan documents or summaries, including the Plan document, Plan amendments, Summary Plan Description (“SPD”), any Summaries of Material Modifications (“SMM”), any Summary of Benefits and Coverage or any other notices or documents required by the Plan or Plan Administrator. If the Plan Administrator requests assistance with any such documents, the fee for any additional document preparation, and any additional printing costs, shall be negotiated at the time such documentation is requested by the Plan Administrator. Other than as indicated, the Plan Administrator shall be responsible for all costs of materials printed or purchased for use by the Plan.

It is expressly understood that any documents prepared, produced and/or used by MEDBEN specifically for the Plan and the Benefits shall be reviewed, revised and approved by the Plan Administrator and any other party, including legal counsel, which the Plan Administrator deems appropriate. Regardless of whether the Plan Administrator chooses to obtain such approval of this Agreement or any other documents drafted in accordance with this Agreement, the Plan Administrator shall have final approval of all Plan documents, including Plan amendments, SPDs, SMMs and notices, and shall be solely responsible for their content and any liability resulting from the use thereof. MEDBEN is not responsible for the content

of any documents drafted by MEDBEN for use by the Plan, including, but not limited to, the Plan document, SPD, etc. The Plan Administrator is solely responsible for maintaining compliance of all such documents related to the Plan.

Section 5.3 The Plan Administrator shall timely execute and adopt, in accordance with its established procedures, the Plan, the SPD, each amendment and each SMM, in the time frames allowed by applicable law and/or regulation. It is the sole responsibility of the Plan Administrator to disclose and distribute all documents used by the Plan, including, but not limited to, each SPD and each SMM in accordance with applicable law and regulation.

Section 5.4 The Plan Administrator shall be solely responsible for disclosing, upon the request of a Participant or otherwise eligible beneficiary, certain documents and information as required by law or regulation, including, but not limited to, the Plan's document(s), annual report(s), summary annual report(s), trust agreement(s), contract(s), and other instruments under which the Plan is established and/or operated.

Section 5.5 The Plan Administrator shall provide MEDBEN with a list of all eligible individuals, indicating those eligible for participant or dependent coverage and the applicable effective date for each such individual. The Plan Administrator shall provide MEDBEN with monthly updated eligibility and participation information. The Plan Administrator shall be solely responsible for, and bear the ultimate liability of, determining and maintaining eligibility under the Plan.

The Plan Administrator shall be solely responsible for obtaining each participant's and each applicable dependent's authorization allowing and authorizing MEDBEN, and MEDBEN's vendor's, as applicable, to process claims and handle protected health and individually identifiable information. Unless participants and dependents are enrolled on MEDBEN approved enrollment forms, MEDBEN shall assume that the Plan Administrator has obtained such authorization.

Section 5.6 MEDBEN shall maintain all records necessary for the operation of the Plan functions consistent with services performed under this Agreement by MEDBEN. During the term of this Agreement, the Plan Administrator has the right of continuing access to such records and may request these records at any time allowing reasonable access time so as not to interfere with the benefit management processes of MEDBEN. The Plan Administrator shall abide by the privacy and confidentiality provisions of this Agreement when accessing and/or obtaining such records, information or data. The Plan Administrator is required, under applicable law, to maintain all records of the Plan for a period of at least six (6) years, if not longer. Upon termination of this Agreement, and at the request of the Plan Administrator, MEDBEN shall provide such records to the Plan Administrator for the Plan Administrator's maintenance thereof. Once this transfer has been made, or if no request is made within sixty (60) days of the termination, MEDBEN reserves the right to require payment of additional processing fees for any reports, documents or data requested by the Plan Administrator thereafter. MEDBEN will maintain any such records that remain in its possession for a duration of eight (8) years and, at the termination of such period, destroy such records. In the event MedBen determines that destroying such records is not feasible, MedBen shall extend the protections of this Agreement to such records.

Section 5.7 The Plan Administrator shall be solely responsible for all final decisions regarding the determination of Plan Benefits and eligibility and regarding claims payments, including, but not limited to, external review processes and the claims appeal processes set forth in the Plan.

Section 5.8 The Plan Administrator shall provide MEDBEN with copies of any complaints, filed in any and all jurisdictions, against the Plan Administrator, the Plan Sponsor, and/or the Plan, which pertain to the Plan or its administration or operation. Copies of such documents shall be provided to the Plan Administrator if received by MEDBEN.

Section 5.9 The Plan Administrator shall promptly provide MEDBEN with accurate data necessary for MEDBEN to perform the services set forth under this Agreement. The Plan Administrator shall cooperate with all reasonable requests for information from MEDBEN.

Section 5.10 It shall be the Plan Administrator's and/or Plan Sponsor's sole responsibility to ensure that any and all payments made by, or on behalf of, the Plan, the Plan Sponsor or the Plan Administrator, including those to agents, brokers, consultants, vendors, health care providers, etc., are not in excess of reasonable compensation, and that payment of such fees and expenses are reasonable expenses of, and allowable under, the Plan. MEDBEN shall disclose, under this Agreement, and Exhibit A, the fees, commissions and broker fees which are being paid in conjunction with products and services provided for under this Agreement about which MEDBEN has been notified. MEDBEN bears no responsibility for disclosing fee and/or commission information about which it has no knowledge of for services purchased from vendors or providers directly by the Plan Administrator and/or Plan Sponsor.

ARTICLE VI **TERM OF AGREEMENT - TERMINATION**

Section 6.1 The fees in this Agreement shall be effective beginning May 1, 2018 unless otherwise indicated in reference to a specific fee set forth on Exhibit A. Except for the modification of fees, this Agreement shall, subject to acceptance of any fee revisions or other modifications, automatically continue on a year to year basis until either party provides notice of termination in accordance with the provisions of this Article VI. Any fee revisions or other modifications made to this Agreement shall be set forth on amended Exhibits to this Agreement and, upon execution and acceptance of same, shall be made a part hereof as of the effective date(s) shown thereon.

Section 6.2 The Plan Administrator may terminate this Agreement at any time, with or without cause, provided that advance written notice is given to MEDBEN thirty (30) calendar days prior to the requested effective date of the termination. In the event the Plan Administrator terminates this Agreement with less than thirty (30) calendar days' notice, MEDBEN shall charge, and the Plan Administrator hereby agrees to pay MEDBEN, an early termination fee equal to six months of MEDBEN's average monthly administrative fee multiplied by the Plan's current census, as determined by MEDBEN. Upon termination, MEDBEN shall provide the Plan Administrator with information in its possession which is required to be furnished, under applicable state or federal law or regulation, including ERISA, if applicable, within ninety (90) days of the date of such written request for such information.

Upon notice of termination of this Agreement, MEDBEN shall provide notice to the Plan Administrator's vendors listed on Exhibit A. MEDBEN will attempt to secure the requested termination date with such vendors, but may not be able to do so. MEDBEN shall notify the Plan Administrator of the effective date of termination of each such vendor. However, despite the requested termination date, the Plan Administrator shall remain liable for any and all payments due to all vendors, even those incurred beyond the requested termination date.

Section 6.3 MEDBEN may terminate this Agreement at any time, with or without cause, provided that written notice is given to the Plan Administrator thirty (30) days prior to the requested effective date of termination. MEDBEN may terminate this Agreement at any time in the event the Plan Administrator ever acts, or requests MEDBEN to act, in what MEDBEN determines to be a violation of ERISA or any other applicable law or regulation. Such termination shall not be affected without MEDBEN providing the Plan Administrator with thirty (30) days written notice of its intent to terminate this Agreement. In addition, MEDBEN reserves the right to terminate this Agreement immediately and at any time, for non-payment of fees and/or premiums.

Section 6.4 In the event of termination of this Agreement for whatever reason, MEDBEN shall cease its services under this Agreement, including claims processing, if applicable, and any and all other services set forth in this Agreement, as of the date of termination, unless and until the Plan Administrator has executed a Run-Out Agreement with MEDBEN. The Plan Administrator shall remain liable for all MEDBEN fees and Vendor Fees and premiums incurred and due as of the date of termination.

Section 6.5 All rights and obligations specified in this Agreement in Sections 3.1, 3.2, 5.6, 7.1, 7.2, 7.3, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11, 8.12, 8.13, 8.14, 8.16, 8.18, 8.21, 8.25, 8.26, and 8.27 shall survive the termination of this Agreement.

Section 6.6 The termination of any additional contracts between the Plan Administrator and MEDBEN, if any, shall be subject to the requirements set forth in each separate contract, if any, for the termination of same.

ARTICLE VII **PRIVACY AND CONFIDENTIALITY**

Section 7.1 MEDBEN and the Plan Administrator acknowledge that the Plans listed in Exhibit A are subject to the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including but not limited to the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”) and the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013. The parties recognize that the Plans listed on Exhibit A are each Covered Entities, as defined by HIPAA and HITECH. MEDBEN recognizes that in its capacity as third-party administrator contracting with the Plan Administrator for Plan specified management services, MEDBEN may be considered a Business Associate, as defined by the HIPAA and/or HITECH privacy and security standards. In addition, the parties to this Agreement recognize that certain other state and federal privacy laws and regulations may govern their relationship. The Business Associate Agreement between the Plan Administrator and MEDBEN governing these agreements is attached as the “BAA” Exhibit. If no agreement is attached, such an agreement has been previously signed by the Plan Administrator and MEDBEN, and remains in effect.

Section 7.2 Direct electronic access by the Plan Administrator to existing MEDBEN databases will be granted at the sole discretion of MEDBEN, and can be revoked or limited by MEDBEN at any time for any reason. Such access may require the installation of software on the Plan Administrator’s systems, some of for which MEDBEN claims a proprietary interest, and other for which the use by MEDBEN and the Plan Administrator may be limited under agreements MEDBEN holds with third parties. If MEDBEN does provide such access, the Plan Administrator agrees that it will protect the software, and the information contained in the MEDBEN databases, as it protects its own confidential information and will not, directly or indirectly, allow access to or the use of the software, information or any portion thereof, on any computer, server, or network, by any person, corporation, or business entity other than the Plan Administrator without the express written approval of MEDBEN. The Plan Administrator is not permitted to use the software for any purpose other than for transactions with, or approved by, MEDBEN. The Plan Administrator agrees that, upon termination of this Agreement, any such software will be deleted, in its entirety, from its systems.

Section 7.3 Each of the parties to this Agreement reserves the right to control the use of any of its symbols, trademarks and service marks presently existing or hereafter established. Each party agrees that it will not use such words, symbols, trademarks, service marks or other devices in advertising, promotional materials or otherwise, and that it will not advertise or display such devices without the prior written consent of the other party and will cease any and all such usage immediately upon termination of this Agreement, except that MEDBEN may use, at the Plan Administrator’s verbal request, the Plan Administrator’s logo on benefit materials produced in accordance with the services performed by MEDBEN under this Agreement, including, but not limited to, use of the Plan Administrator’s logo on its ID card and other plan related documents. In addition, each party agrees that any such signs, displays, literature or material furnished by the other party remains the property of the other party and shall be returned to it upon demand or the termination of the Agreement.

ARTICLE VIII **MISCELLANEOUS PROVISIONS**

Section 8.1 If the Plan is subject to ERISA, then, as required under Section 412 of ERISA, the Plan Administrator and every person who handles Plan funds shall each be insured under a fidelity bond in an amount equal to ten percent (10%) of each Plan’s (and if applicable, the Trust’s) assets handled during the Plan Year. In no case shall such bond be less than \$1,000.00 or exceed \$500,000.00, except in the

latter case when required by the United States Secretary of Labor. The amount of such bond shall be fixed at the beginning of each Plan Year, within the meaning of the applicable law.

MEDBEN, on behalf of itself and its applicable personnel, shall also maintain sufficient insurance under a fidelity bond in amounts equal to the requirements set forth under the law.

Section 8.2 This Agreement shall be binding upon the successors and assigns of the parties hereto, but may not be assigned by either party without the prior written consent of a duly appointed officer of the other.

Section 8.3 The rights and obligations of the parties to this Agreement shall be governed by the laws of the State of Tennessee, unless preempted by ERISA.

Section 8.4 In the event that the Plan Administrator, or the Plan, or any Plan related entity, are investigated, audited or reviewed by a state or federal agency, the costs of such investigation, audit or review, including those charged to MEDBEN, shall be borne by the Plan Administrator.

Upon thirty (30) days prior written request, the Plan Administrator shall have the right to audit the records pertaining to the Plan Administrator and the Plan(s) which are associated with the services performed by MEDBEN under this Agreement. Such audit shall be at the sole cost of the Plan Administrator and shall be performed in accordance with the procedures established by MEDBEN for such audits. MedBen reserves the right to charge the Plan Administrator for time spent in preparation for such audits and for reasonable expenses incurred by MedBen pertinent to such audits. Audits of the records of vendors associated with MEDBEN and listed in Exhibit A shall be performed in accordance with audit requirements of said vendor.

Section 8.5 MEDBEN shall use reasonable care and due diligence in the performance of its duties under this Agreement. MEDBEN shall not be liable for any mistake of judgment or other action(s) taken in good faith. No lawsuit or legal action may be brought under this agreement later than three (3) years from the date of its termination.

Section 8.6 In no event shall the provisions of this Agreement, taken singly or jointly, nor any information or documentation, verbal, written or otherwise conveyed, be deemed legal or tax advice, regarding the Benefits, the Plan, the operation of the Plan, or the Plan Administrator's responsibility regarding the Plan. MEDBEN is not responsible for the tax and legal consequences resulting from the adoption and operation of the Plan.

Section 8.7 In the event MEDBEN makes an error or incorrect payment pursuant to this Agreement, which is a result of the failure of MEDBEN to exercise reasonable care in making the payment, for instance, a clerical error in the issuance of a draft, MEDBEN will be liable for its mistake. However, if the error or incorrect payment is the result of incorrect information provided directly or indirectly to MEDBEN by the Plan Administrator, a Covered Person, a provider, a Plan Administrator's vendor, a MEDBEN vendor, or any other source outside of MEDBEN, MEDBEN will not be liable for the error or incorrect payment. The Plan Administrator and MEDBEN will together make a diligent effort to remedy the error or recover any incorrect excess payment made. MEDBEN is not, however, required to institute court proceedings regarding such matters.

Section 8.8 Plan Administrator agrees to defend, indemnify and hold harmless MEDBEN and its employees from any and all losses, damages, liabilities, judgments, claims and expenses arising out of the Plan Administrator's performance, or lack thereof, of its duties and obligations under the Plan or this Agreement, the good faith performance by MEDBEN of its duties to the Plan Administrator under this Agreement, or action taken by MEDBEN at the direction of the Plan Administrator.

Section 8.9 MEDBEN does not insure or underwrite the liability of the Plan Administrator or the Plan. The Plan Administrator retains the ultimate and final responsibility for claims paid pursuant to the Plan and for the Plan's, and any related documents, compliance with all applicable laws, statutes,

regulations, etc. The Plan Administrator is responsible for all expenses, including incidental expenses, of the Plan, except expenses specifically assumed by MEDBEN in this Agreement. MEDBEN assumes no discretionary authority of the Plan Administrator for decisions rendered on behalf of the Plan.

Section 8.10 MEDBEN shall be responsible to the Plan Administrator for loss of money resulting directly from fraudulent or dishonest acts by MEDBEN's employees. The remedy for payments made in error will be to seek recovery from the participant, dependent or provider of services.

Section 8.11 MEDBEN shall have no responsibility, risk, liability or obligation for the funding of the Plan or for any extended liabilities of the Plan whether resulting from the termination of the Plan or from a change to fully or partially insured funding methods. Such responsibility, risk, liability or obligation shall reside solely with the Plan Administrator, Plan participants, dependents and/or beneficiaries, and such other entities as designated in and by the Plan. It is the Plan Administrator's responsibility to secure funding of the applicable benefit Plan and/or trust, to provide funds to MEDBEN as needed to administer services provided to the Plan, and to do so as set forth in Section 8.17 and Section 8.18. MEDBEN will not be liable for failure by MEDBEN to process claims and/or advance funds due to a lack of funding arising from a failure by the Plan Administrator to secure funding of the Plan.

Section 8.12 It is understood and agreed by the parties hereto that MEDBEN is engaged to perform services under this Agreement as an independent contractor. Except as otherwise specifically provided in this Agreement or entered into by the parties at a later date, MEDBEN shall not provide any legal services to the Plan nor shall it be responsible for providing the services of an independent accountant or auditor.

Section 8.13 MEDBEN shall be entitled to conclusively rely on any written communication (including e-mail) received from the Plan Administrator which is reasonably believed to be genuine. MEDBEN shall be under no duty to investigate or inquire as to the trust, accuracy or completeness of such communications.

Section 8.14 Notwithstanding any provision in this Agreement to the contrary, neither MEDBEN nor the Plan Administrator shall have any liability to the other for failure of performance resulting from any cause beyond its control.

Section 8.15 The Plan Administrator shall have the sole responsibility of maintaining the Plan, and all Plan related documents and accounts in compliance with all applicable state or federal laws and/or regulations, including ERISA, if applicable. The Plan Administrator shall hold MEDBEN harmless against all loss, liability, damage, expense or other obligation resulting from or arising out of the operation of the Plan.

Section 8.16 The Plan Administrator bears all responsibility for ensuring that all of the Plan Administrator's employees and agents performing duties for the Plan are properly trained under all applicable laws and regulations, including, but not limited to ERISA, and that each Plan has established written instructions for Plan administration, where appropriate. MEDBEN will not provide any services relating to training or instructing any persons who are not employees of MEDBEN in the responsibilities imposed under any applicable state or federal laws or regulations, including ERISA, if applicable. MEDBEN will ensure that all MEDBEN employees performing Plan functions are properly trained in procedures relating to such functions in accordance with applicable laws and regulations.

Section 8.17 The Plan Administrator shall pay MEDBEN the charges as set forth in this Agreement in accordance with the time frames set forth on MEDBEN's billing statement(s). Failure to pay the costs and expenses specified herein shall result in the cessation of claim processing, and other services performed by MEDBEN, and termination of the Agreement.

Section 8.18 The Plan Administrator shall provide funds for the payment of Benefits, and claims associated with such Benefits as provided under the Plan, as set forth in this Agreement and as evidenced by the Plan's periodic checkruns. If the Plan Administrator fails to fund for such Benefits for a period

exceeding twenty (20) days, or does not authorize MEDBEN to release pending claim checks in a timely fashion, MEDBEN shall follow its standard procedures when speaking with the Plan's participants, health care providers, and vendors, as described below. It shall be the Plan Administrator's responsibility and obligation to inform Plan participants of their rights under ERISA or any other applicable state or federal law or regulation (or any contract under which such benefits are provided). In the event the Plan's inability or unwillingness to fund is not immediately remedied, MEDBEN will follow its established procedures instead of those procedures set forth in this Agreement. In general, and in addition to the notification described herein, this includes, but is not limited to, the following: (1) terminating this Agreement immediately, as described in Section 6.3; (2) returning those checks for Benefits to the Plan Administrator which have been issued on behalf of the Plan, but not yet released due to lack of funding; (3) notifying Plan participants that MEDBEN is no longer able to verify benefits or answer claims questions regarding the Plan Benefits; and (4) forwarding all calls regarding the Plan, Benefits, claims, etc., to the Plan Administrator directly.

Section 8.19 If MEDBEN has agreed to collect excess stop-loss insurance premium from the Plan Administrator in order to remit same to the excess stop-loss carrier on the Plan Administrator's behalf, payment of the excess stop-loss insurance premium must be made to MEDBEN no later than five (5) days prior to the beginning of the excess stop-loss insurance carrier's grace period. Collection of excess stop-loss insurance premium by MEDBEN on behalf of the Plan Administrator does not constitute payment to the excess stop-loss insurance carrier unless the excess stop-loss insurance premium is received prior to the excess stop-loss insurance carrier's grace period as described above.

Section 8.20 Physicians, hospitals, preferred provider networks, program vendors, and any other provider of services or supplies to the Plan and/or the Plan Administrator are considered independent contractors and are not the responsibility of MEDBEN. Nothing contained herein, or in the Plan, shall confer upon any Covered Person any claim, right or cause of action, either at law or in equity against MEDBEN for the acts or omissions of any Physician, health care provider, vendor, or other provider of services or supplies, including networks of providers or pharmacy benefit managers for whom a Covered Person receives or received services, supplies, care, and/or treatment whether or not covered by the Plan.

Section 8.21 It is the sole responsibility of the Plan Administrator to obtain and provide information which is required to be supplied by the Plan to participants and other individuals under applicable state or federal law and/or regulation, including ERISA, if applicable. In the event such information is requested of MEDBEN and the information is protected under separate contract between MEDBEN and one of MEDBEN's vendors or suppliers, MEDBEN will assist the Plan Administrator in negotiating with such vendor or supplier for the necessary information but shall not take action which it believes may jeopardize MEDBEN's contract with such vendor.

Section 8.22 Neither MEDBEN or the Plan Administrator shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder, including, but not limited to, claims payments) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, natural disasters (earthquakes, hurricanes, floods), wars, riots or other major upheaval, power failures, destruction or damage of necessary systems or facilities, governmental restrictions or performance failures of parties outside the control of the contracting party, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Section 8.23 In those instances where a responsibility or performance obligation of MEDBEN or the Plan Administrator under this Agreement is dependent on a precedent performance activity of the other party, and the other party ("delaying party") does not perform its precedent performance activity or responsibility as of the scheduled date or in accordance with the specifications for such precedent performance activity or responsibility, then the performance activity or responsibility of the other party ("the non-delaying party") may be delayed by a reasonable period of time, but no less than a corresponding amount of time. MEDBEN and the Plan Administrator both understand that there may be instances where

such corresponding delay may reduce the amount of time for the non-delaying party to perform its performance activity or its responsibility such that the non-delaying party does not have adequate or sufficient time to fulfill its obligations in a commercially reasonable manner and stay within the agreed upon schedule as set forth herein, in which case the non-delaying party shall be entitled to take a reasonably necessary amount of time to complete its performance activity or obligation. MEDBEN and the Plan Administrator agree that a delay, other than a minimal delay, may require a negotiation between the parties to address the effect of such delay upon performance, schedule and/or price or costs.

Section 8.24 Any amendments or modifications to this Agreement, except for the rights reserved by MEDBEN in this Agreement, must be in writing and executed by all parties to this Agreement. All notices and communications required by this Agreement shall be sent to the contact person designated by the Plan Administrator at the most recent address supplied to MEDBEN by the Plan Administrator. However, any notices or information given by MEDBEN to a Plan Administrator's agent or broker of record shall be deemed notices or information given directly to the Plan Administrator.

Section 8.25 The captions and headings in this Agreement are for convenience and reference only, and will in no way be held or deemed to define, describe, explain, modify or limit the meaning of any provision or the scope or intent of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 8.26 The failure of either MEDBEN or the Plan Administrator at any time to enforce any of the provisions of this Agreement or any right under the Agreement, or to exercise any option provided, will in no way be construed as a waiver of the provisions, rights or options, or in any way to affect the validity of this Agreement. The failure of either party to exercise any rights or options under the terms or conditions of this Agreement shall not preclude or prejudice the exercising of the same or any other right under this Agreement. If any provision of this Agreement is declared invalid or unenforceable for any reason, the validity of the other provisions of this Agreement shall not be affected by the invalid or unenforceable provision.

Section 8.27 This Agreement, including all of its Exhibits, constitutes the entire understanding and agreement between Medical Benefits Administrators, Inc. and Hamblen County, Tennessee regarding the nature and performance of services described in this Agreement. Any prior communication, agreement, advertisement or representation (whether written or verbal) is hereby superseded.

Section 8.28 Certain services performed under this Agreement may be subject to state specific laws and/or regulations. If such apply, the provisions of those requirements will be set forth in Exhibit B to this Agreement.

IN WITNESS WHEREOF, Medical Benefits Administrators, Inc. and Hamblen County, Tennessee hereby agree to the provisions of the Benefit Management Agreement and all attached Exhibits by the authorized representative's signatures below, effective as of May 1, 2018.

PLAN ADMINISTRATOR

Hamblen County, Tennessee
511 West Second North Street
Morristown, Tennessee 37814

By: _____
Authorized Representative of Plan Administrator

Printed Name

MEDICAL BENEFITS ADMINISTRATORS, INC.

1975 Tamarack Road
Newark, Ohio 43055

By: _____
CAROLINE F. R. FRAKER
Vice President, Compliance
Chief Privacy Officer

Hamblen County, Tennessee

EXHIBIT A

BENEFIT AND PLAN LISTING

In accordance with the terms of the Benefit Management Agreement, of which this Exhibit A is made a part thereof, MEDBEN shall perform the management services and functions set forth in this Benefit Management Agreement solely as to the prescription drug benefit ("Benefits") as described in the Plan listed below and as instructed by the Plan Administrator and Plan Sponsor of the Plan:

Benefits: Prescription Drug Benefits ("Benefits")

Plan: _____ ("Plan")

MANAGEMENT SERVICES FEE SCHEDULE

Effective May 1, 2018 and remaining effective until modified or amended by mutual agreement of the parties* (unless otherwise specifically indicated herein), Hamblen County, Tennessee, as Plan Administrator of the Plan(s) listed above, hereby agrees to the following management and service fees. Any fee marked with an asterisk (*) is a fee not guaranteed by MEDBEN.

Medical Benefits Administrators, Inc. (MEDBEN)

Claims and benefit management and processing services as described more fully in the Agreement.

Initial set-up fee (one-time fee)	\$1,025.00
For management of the prescription drug program(s) listed below	\$2.00 per Participant per month.

Pharmacy, Network, Disease Management & Other Vendors

Average Dispensing Fee by Prescription regardless of day supply (Retail and Mail Order)	\$7.70 for brand and \$6.70 for generic drugs charged by Ventegra. <i>These are average dispensing fees – actual fees will vary based on utilization and pharmacy used.</i>
Mail Order Dispensing Fee	\$0.00
RxEOB On-line Services	\$0.63 per adjudicated electronic claim. (Ventegra remits \$0.10 to RxEOB and MedBen retains \$0.53.)
For processing of prescription drug card electronic claims regardless of day supply (Retail and Mail Order)	\$2.95 per adjudicated electronic claim to Ventegra. (Ventegra retains \$2.45 of this fee and \$0.50 per adjudicated claim is retained by Pharmaceutical Horizons for drug program reporting and analysis, plan design consultation, group and customer service support and prior authorization services.)

For processing of prescription drug card program paper claims	No additional charge for the first fifty (50) DMRs each month (but the \$2.95 per electronic claim fee will apply.) Each claim received above the 505 per month threshold shall incur an additional \$5.00 processing fee per claim (for a total of \$7.95 per claim).
For processing of mail order pharmacy electronic claims	\$2.95 per adjudicated electronic claim to Ventegra. (Ventegra retains \$2.45 of this fee and \$0.50 per adjudicated claim is retained by Pharmaceutical Horizons for drug program reporting and analysis, plan design consultation, group and customer service support and prior authorization services.)
Pharmacy Rebates and charges for managing and maintaining the prescription drug program pharmaceutical contracts and, if applicable, the prescription drug program formulary	Pharmacy rebates are paid by Ventegra to the Plan Administrator by remitting same to MedBen who then forwards the rebates to the Plan Administrator. 100% of the pharmacy rebates available to the Plan Administrator are paid and remitted to the Plan Administrator.
Contracting Services	\$1.00 per script filled to Employer Advisory Services

The Phia Group (Phia)*

MEDBEN will outsource any and all Plan subrogation matters, as applicable, to The Phia Group on behalf of the Plan and Plan Administrator, unless MEDBEN has, in writing, a request from the Plan Administrator not to utilize The Phia Group's services on behalf of the Plan. The Phia Group charges the amount set forth in the fee schedule below for performing subrogation services. The fees below are subject to change and are not guaranteed by MEDBEN. In no event and under no circumstances will MEDBEN perform any subrogation services for the Plan or the Plan Administrator. If the Plan Administrator decides not to use The Phia Group's services, the Plan Administrator acknowledges and understands that it will be responsible for managing and handling all subrogation matters outside of this Agreement and without the assistance of MEDBEN.

Subrogation services performed by The Phia Group*	20% of amounts recovered
Litigation services associated with subrogation cases (on a case by case basis and as approved by the Plan Administrator)	Hourly rate in effect at the time such services are requested

***Vendor fees are not guaranteed by MedBen to remain constant during the term of this Agreement.**

DISCLOSURE/APPROVAL STATEMENT

This statement is designed to comply with the conditions of disclosure, acknowledgment and approval required by the U.S. Department of Labor, the Internal Revenue Service, and any other applicable state and/or federal laws and regulations, applicable to the Plan(s) in connection with the purchase of group insurance by employee benefit plans. <<Agent/Agency/Broker>>, the stop-loss carrier's Managing General Agent, if applicable, and MedBen Marketing Services, Inc., the agent(s) and/or broker(s) who assisted the Plan Administrator in purchasing the following group insurance product(s) from the insurance carriers listed below, may collectively and/or individually receive commissions, if and as set forth below:

Group Insurance Product(s)

1) None

Insurance Carrier(s)

1) None

By agreeing to submit claims on behalf of the Plan Administrator and by accepting commission, if applicable, MedBen does not endorse any particular excess stop-loss carrier or its policies. Although MedBen has made every effort to review such policies in consideration of the Plan Administrator's purpose for purchasing same, the Plan Administrator remains solely responsible for meeting the terms of the stop-loss policy, including any conditions which must be met in order to receive reimbursement or other claims payment under the stop-loss policy.

COMMISSION SCHEDULE

This Commission Schedule is attached and made part of this Agreement effective as of May 1, 2018 unless otherwise noted. In addition, MedBen Marketing Services, Inc. may receive additional commissions or bonus amounts based upon contractual relationships MedBen Marketing Services, Inc. has with various excess insurance carriers and Medical Benefits Administrators, Inc. may receive additional fees or bonus amounts based upon contractual relationships it has with certain vendors.

The Commission Schedule is as follows:

MedBen Marketing Services, Inc. (for Rx coverage)	None
Sherrill Morgan Agency (for Rx coverage)	None

MedBen Marketing Services, Inc. and certain MedBen Marketing Services, Inc. employees may also receive certain commissions. Some commissions may be based on the volume of business with certain vendors, including life insurance carriers. The actual percentage and amount of commissions paid in these circumstances will vary based on the specifics of the product(s) purchased and sold. Fees and commission amounts disclosed herein for services and/or products not performed by MEDBEN are not guaranteed by MEDBEN during the term of this Agreement.

In some instances, MEDBEN is compensated for work it does to assist vendors provide services to the Plan and the Plan Administrator. In particular, some medical cost containment vendors share a portion of their fees with MEDBEN to compensate MEDBEN for the work and extra personnel needed to provide documentation to such vendors.

The Plan Administrator is authorized to purchase insurance and management services for the Plan and acknowledges that the information herein is correct and reflects the actions taken and requested by the Plan Administrator. The Plan Administrator hereby authorizes the purchase of such insurance and management services and acknowledges fees discussed herein. In addition, by executing this Agreement, the Plan Administrator acknowledges that neither the Plan Administrator nor any representative of the Plan Administrator has or will receive, directly or indirectly, any compensation, for his or her own personal account, in connection with the purchase of the recommended insurance and management services.

PLAN ADMINISTRATOR

Hamblen County, Tennessee
511 West Second North Street
Morristown, Tennessee 37814

By: _____
Authorized Representative of Plan Administrator

Printed Name

MEDICAL BENEFITS ADMINISTRATORS, INC.

1975 Tamarack Road
Newark, Ohio 43055

By: _____
CAROLINE F. R. FRAKER
Vice President, Compliance
Chief Privacy Officer

Hamblen County, Tennessee

“BAA” EXHIBIT

BUSINESS ASSOCIATE ADDENDUM

This Amendment (“Addendum”) is made to the most recent Benefit Management Agreement (“Agreement”) made by and between Medical Benefits Administrators, Inc. (hereinafter individually “MedBen” or “Business Associate”), an Ohio corporation, and Hamblen County, Tennessee (“hereinafter “Plan Sponsor” or “Covered Entity”). This Addendum is effective as of the effective date of the Agreement.

WHEREAS, MedBen and Plan Sponsor acknowledge that Plan Sponsor sponsors and maintains the employee welfare benefit plan or plans set forth on Exhibit A of the Benefit Management Agreement (hereinafter collectively referred to as the “Covered Entity” or the “Plan”) for which MedBen provides specific services; and

WHEREAS, MedBen and Plan Sponsor acknowledge that MedBen is a Business Associate of the Covered Entity; and

WHEREAS, MedBen and Plan Sponsor acknowledge that MedBen has contractual relationships with other service providers which provide services for the Plan and who are considered Business Associate Subcontractors of Plan Sponsor; and

WHEREAS, MedBen and Plan Sponsor desire to ensure that, with respect to the duties and obligations of the parties under the Benefit Management Agreement, the standards of privacy and security for each Individual utilizing or obtaining Services are adhered to pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended, (referred to herein as “HIPAA”) and all applicable federal and state laws, including but not limited to the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”) and the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013 (“the Final Regulations”) collectively referred to as the “HIPAA Requirements”; and

WHEREAS, by executing this Addendum, the parties agree to abide by the terms and conditions of the Addendum and the Benefit Management Agreement, as amended.

In consideration of the promises and the mutual covenants and undertakings set forth in this Addendum, the parties have executed this Addendum through their duly authorized representatives as of the date noted above.

1. Definitions:

All capitalized terms contained in this Addendum shall have the meaning ascribed to them in the Benefit Management Agreement unless otherwise defined herein. In the event of any conflict between a definition as contained in the Benefit Management Agreement and a definition contained in 45 CFR Parts 160 and 164, the definition contained in 45 CFR Parts 160 and 164 shall govern.

- (a) **Breach:** “Breach” shall mean, as defined in 45 C.F.R. 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.
- (b) **Business Associate:** “Business Associate” shall have the same meaning as the term “Business Associate” in 45 CFR 160.103 and shall mean MedBen in this Addendum.
- (c) **Business Associate Subcontractor:** “Business Associate Subcontractor” shall mean, as defined in 45 C.F.R. 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate, including, but not limited to: (a) a function or activity involving the use or disclosure of individually identifiable health information, including, but not limited to, utilization review, case management, subrogation, medical management, quality assurance, and data analysis. “Business Associate Subcontractor” shall not include any person or entity with whom Covered Entity has entered into a contract with directly, even if MedBen has also contracted with such person or entity.

- (d) Covered Entity: “Covered Entity” shall have the same meaning as the term “Covered Entity” in 45 CFR 160.103 and shall mean the employee welfare benefit plan or plans set forth on Exhibit A in the Benefit Management Agreement for whom MedBen provides Services.
- (e) Designated Record Set: “Designated Record Set” shall have the same meaning as the term “Designated Record Set” in 45 CFR 164.501.
- (f) Electronic PHI: “Electronic PHI” shall mean, as defined in 45 C.F.R. 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.
- (g) Individual: “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (h) Plan Sponsor: “Plan Sponsor” shall mean any client of MedBen which is a corporation, partnership, labor union, association, employer, governmental entity, or any other group that provides self-funded health benefits to its employees or members pursuant to the terms of a plan. It is at the request of the Plan Sponsor that MedBen is performing administrative and management functions.
- (i) Privacy Rule: “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164
- (j) Protected Health Information: “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity. The use of the term “Protected Health Information” in this Addendum shall include both Electronic PHI and non-Electronic PHI, unless another meaning is clearly specified.
- (k) Required By Law: “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- (l) Secretary: “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (m) Security Incident: “Security Incident” shall mean, as defined in 45 C.F.R. 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (n) Services: “Services” shall mean: 1) the services performed by MedBen and described in the Benefit Management Agreement to which this Addendum is made a part; and 2) the services performed by a Trading Partner on behalf of the Covered Entity.
- (o) Unsecured Protected Health Information: “Unsecured Protected Health Information” shall mean, as defined in 45 C.F.R. 164.402, Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.

2. **Business Associate Services**: Pursuant to the Benefit Management Agreement, MedBen provides Services for Covered Entity that may involve the use and disclosure of Protected Health Information.

3. **Flow-Down of Obligations to Business Associate Subcontractors**: Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of the Addendum in the same manner as required of Business Associate, and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

However, if Covered Entity directs MedBen to forward or receive PHI from any other person or entity (whether the Covered Entity has directly contracted with such person or entity), Covered Entity agrees that it is the Covered Entity’s responsibility to enter into a Business Associate agreement with such person or entity. MedBen shall not be responsible for determining if such an agreement exists before complying with Covered Entity’s instruction as to the delivery or receipt of PHI by the person or entity on Covered Entity’s

behalf. Such persons or entities described in this paragraph are not Business Associate Subcontractors under this Addendum.

4. Obligations and Activities of MedBen:

- (a) MedBen shall not use or disclose PHI in any manner that would constitute a violation of 45 C.F.R. Parts 160 and 164 if used or disclosed by MedBen. MedBen further agrees that to the extent it is carrying out one or more of the obligations under the HIPAA Requirements, it shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
- (b) MedBen shall not use or further disclose PHI other than as permitted or required by this Addendum or as Required By Law.
- (c) MedBen shall use appropriate safeguards to prevent any unauthorized access, use, disclosure, modification or destruction of PHI other than as provided for by this Addendum and the Agreement.
- (d) MedBen shall mitigate, to the extent practicable, any harmful effect that is known to MedBen resulting from any unauthorized access, use, disclosure, modification or destruction of PHI by MedBen in violation of the requirements of this Addendum.
- (e) MedBen shall provide notice to Covered Entity as required by and in accordance with Section 5 of this Addendum.
- (f) In accordance with Section 3 of this Addendum, MedBen shall disclose PHI to those Business Associate Subcontractors that may be assisting MedBen in carrying out MedBen's, the Plan Sponsor's, or the Plan's functions.
- (g) MedBen shall provide access, at the request of the Covered Entity, to PHI in a Designated Record Set during MedBen's normal business hours to the Covered Entity or to an Individual in order to meet the requirements under 45 CFR 164.524. If the Covered Entity determines that access to the Individual's PHI can only be accommodated through MedBen, MedBen shall accommodate the request in accordance with its internal procedures for handling such a request. In the event an Individual contacts MedBen directly about accessing PHI, MedBen shall follow its internal procedures for handling such a request. In the event MedBen is asked to provide copies of an Individual's PHI, MedBen shall provide such access by mailing a copy of the PHI in a Designated Record Set to the address given by the Individual, unless otherwise directed by the Covered Entity.
- (h) MedBen agrees to make any amendment to PHI in a Designated Record Set as directed by the Covered Entity, in accordance with 45 CFR 164.526. In the event an Individual contacts MedBen directly about making amendments to PHI, MedBen shall follow its internal procedures for handling such a request.
- (i) MedBen agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by the Covered Entity or on behalf of the Covered Entity, or at the request of the Secretary or designated by the Secretary, during MedBen's normal business hours for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
- (j) MedBen shall document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. MedBen shall, at the request of the Covered Entity, provide to the Covered Entity information collected in accordance with this provision of the Addendum, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. In the event an Individual contacts MedBen directly about obtaining an accounting of disclosures of PHI in accordance with 45 CFR 164.528, MedBen shall follow its internal procedures for handling such a request.
- (k) MedBen, including its Business Associate Subcontractors, shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, as required by 45 CFR 164.314, as amended from time to time.

5. **Breach Notification:**

- (a) MedBen agrees to notify Covered Entity without delay and in any event no later than thirty (30) calendar days following the discovery of any Breach, including the unauthorized acquisition, access, use, disclosure or destruction of unsecured PHI, including any successful Security Incident, which compromises the security or privacy of PHI and poses a significant risk of financial, reputational or other harm to the Individual, and that is not permitted by this addendum, by law, or permitted in writing by the Covered Entity, whether such Breach is by Business Associate or Business Associate Subcontractor. Upon notification by MedBen, Covered Entity shall perform a risk assessment to determine whether the Potential Breach constitutes a Breach as defined in 45 C.F.R. 164.402. For purposes of this Section 5, "Potential Breach" shall not include:
- i. any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of MedBen, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of HIPAA;
 - ii. any inadvertent disclosure by a person who is authorized to access PHI at MedBen to another person authorized to access PHI at MedBen; or
 - iii. a disclosure of PHI in which MedBen has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- (b) MedBen agrees to cooperate fully with Covered Entity in any investigation and risk assessment of any Potential Breach.
- (c) A Breach or successful Security Incident is considered discovered as of the first day on which the unauthorized acquisition, access, use or disclosure of the Unsecured Protected Health Information was known by MedBen, or by exercising reasonable diligence, would have been known by MedBen, or the first day MedBen is notified by any Business Associate Subcontractor of a Breach or Security Incident.
- (d) The notice to Covered Entity shall include, to the extent possible:
- i. the identification of each Individual whose unsecured PHI has been, or is reasonably believed by MedBen to have been, accessed, acquired, or disclosed during the Breach or successful Security Incident;
 - ii. a description of the types of unsecured PHI that MedBen believes may have been involved in the Breach or successful Security Incident (such as whether the Individuals' full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and
 - iii. a brief description of what happened; including the date of the Breach or successful Security Incident, and the date the Breach or successful Security Incident was discovered.
- (e) To the extent the following information is available to MedBen, MedBen shall also provide Covered Entity with the following information in the notification to Covered Entity, or as it becomes available:
- i. any steps MedBen believes that Individuals should take to protect themselves from potential harm resulting from the Breach or successful Security Incident; and
 - ii. a brief description of what MedBen and any Business Associate Subcontractor is doing to investigate the Breach, to mitigate harm to the Individuals, and to protect against any further Breaches or successful Security Incidents.

At the request of the Covered Entity, MedBen will consider providing contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

- (f) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (i) identifies the categories of Unsuccessful Security Incidents as described in Section 4(c)(iii)(4); and (ii) indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.

- (g) In the event that a Law Enforcement Official (as defined in 45 C.F.R. 164.103) states to MedBen that notification to Covered Entity would impede a criminal investigation or cause damage to national security, MedBen shall delay the notification to Covered Entity as specified by the Law Enforcement Official. MedBen shall provide Covered Entity with a written statement from the Law Enforcement Official or, if the statement was oral, documentation of the statement made by the Law Enforcement Official, as soon as possible after the statement was made to MedBen.
 - (h) In the event that MedBen fails to notify Covered Entity of a Breach or successful Security Incident, as defined in 45 C.F.R. 164.402, MedBen shall indemnify and hold Covered Entity harmless from any and all liability, damages, costs (including reasonable attorneys' fees and costs) and expenses imposed upon or asserted against Covered Entity arising out of MedBen's failure to timely notify Covered Entity of any Breach. This Section shall survive termination of this Addendum.
 - (i) MedBen shall educate its employees, directors and officers as necessary and appropriate, regarding compliance with its internal HIPAA Requirements and procedures and the importance of the notification requirements of this Section 5 of the Addendum.
- 6. Permitted Uses by MedBen:** MedBen shall use and disclose PHI only to the extent necessary to perform the Services and to assist Business Associate Subcontractors in performing their services, and in a manner that such use and disclosure would not violate the Privacy Rule if done by MedBen, provided, however, that:
- (a) MedBen may use PHI in its possession for the proper management and administration of MedBen's operations or to carry out the legal responsibilities of MedBen.
 - (b) MedBen may disclose PHI in its possession for the proper management and administration of MedBen, provided that disclosures are required by law or addressed in this Addendum.
 - (c) MedBen may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(I)(B).
- 7. Obligations of the Covered Entity:**
- (a) Covered Entity shall allow MedBen access to PHI of Individuals utilizing the Services through the Covered Entity.
 - (b) Covered Entity shall provide MedBen with the Notice of Privacy Practices that the Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes or modifications to such notice.
 - (c) Covered Entity shall provide MedBen with any changes in, or revocation of, permission by an Individual to use or disclose such Individual's PHI, if such changes affect MedBen's permitted or required uses and disclosures.
 - (d) Covered Entity shall notify MedBen of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR 164.522.
 - (e) Covered Entity shall not request MedBen to use or disclose PHI in any manner that would not be permissible under HIPAA Requirements if done by the Covered Entity, provided however, that the Covered Entity may request that MedBen use or disclose PHI for data aggregation or management and the administrative activities of MedBen.
- 8. Return of Protected Health Information:** At termination of the Benefit Management Agreement, if feasible, MedBen shall return or destroy all PHI created or received by MedBen on behalf of the Covered Entity. In the event that MedBen determines that returning or destroying the PHI is not feasible, MedBen shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of the information infeasible.
- 9. Termination:**
- (a) This Addendum shall terminate when the then current Benefit Management Agreement between the parties terminates, unless terminated earlier in accordance with paragraph (b) of this Section 9.
 - (b) Covered Entity and Business Associate each will have the right to terminate this Addendum if the other party has engaged in a pattern of activity or practice that constitutes a material breach or

violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this Addendum and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.

If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this Addendum by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.

10. Miscellaneous:

- (a) This Addendum may be executed in one or more counterparts. Each counterpart shall be deemed an original. In addition, an executed copy of this Addendum shall be as valid as the original.
- (b) Except as provided in Section 5 of this Addendum, this Addendum shall be subject to the indemnify provisions of the Benefit Management Agreement.
- (c) To the extent that any provision of this Addendum is in conflict with any law, regulation, rule or administrative policy of any government entity, this Addendum will have been deemed to have been amended in order to bring it into conformity with these provisions. In addition, the parties agree to amend this Addendum, as appropriate, to conform with any new or revised law or regulation to which either party becomes subject, including, but not limited to, the Standards for Electronic Transactions, 45 CFR Parts 160 and 162 and the Health Insurance Reform: Security Standards 45 CFR Parts 160, 162 and 164.
- (d) Except as stated in paragraph (c) of this Section 10, this Addendum may be amended only in a written document signed by the duly authorized officers of both parties.
- (e) This Addendum will be executed, delivered, integrated, construed and enforced pursuant to and in accordance with the laws of the State of Tennessee.
- (f) This Addendum may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Addendum shall be binding upon and inure to the benefits of the heirs, successors, and assigns of the parties hereto.
- (g) The waiver by either party of a breach or a violation of this Addendum shall not operate as, or be construed to be, a waiver of any subsequent breach of same or other provisions hereof. No waiver shall be effective against any party hereto unless in writing signed by that party.
- (h) All notices, requests, demands, approvals, and other communications required or permitted by this Addendum shall be in writing and sent by either certified mail or by personal delivery. Such notice shall be deemed given on any date of delivery by the United States Postal Service. Any notice shall be sent to the addresses set forth in the Benefit Management Agreement.
- (i) If any provision of this Addendum is held invalid, the remainder of this Addendum shall not be affected unless the invalid provision substantially impairs the benefits of the remaining provisions of this Addendum.
- (j) The responsibilities of the parties under this Addendum shall survive the termination of this Addendum and the termination of the Benefit Management Agreement indefinitely.
- (k) The Covered Entity and MedBen each ratifies and confirms the terms and conditions of the Benefit Management Agreement as modified by this Addendum herein, and agree that both shall remain in full force and effect unless otherwise terminated or amended at a later date, as specified in the Benefit Management Agreement. All other provisions of the Benefit Management Agreement not amended by this Addendum remain valid and effective.
- (l) In the event of a conflict between the terms of the Benefit Management Agreement and this Addendum, this Addendum shall control.

PLAN ADMINISTRATOR

Hamblen County, Tennessee
511 West Second North Street
Morristown, Tennessee 37814

By: _____
Authorized Representative of Plan Administrator

Printed Name

MEDICAL BENEFITS ADMINISTRATORS, INC.

1975 Tamarack Road
Newark, Ohio 43055

By: _____
CAROLINE F. R. FRAKER
Vice President, Compliance
Chief Privacy Officer



TENNESSEE
Hamblen County
SERVICE • COMMUNITY • INDUSTRY
 OFFICE OF THE MAYOR

Hamblen County Commission

Month FEBRUARY Year 2018

Fund #101 DEPT: Jail

Account Number	Description	Increase	Decrease
	APPROPRIATIONS: JAIL		
54210.422	Increase Appropriations Food Supplies	189,600	
39000.000	Decrease Fund Balance Unassigned		189,600

Brief Descriptions of issue:

To appropriate additional funds to cover inmate food supplies through the end of FY17-18. This will cover the following monthly purchase orders for March-June:

Borden Dairy - \$2,000/mo, Flowers Bakery - \$3,400/mo, PFG Hale - \$42,000/month

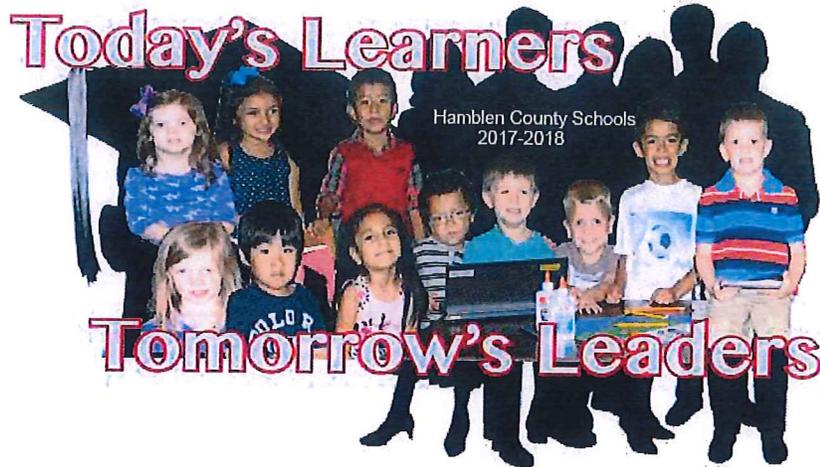
Signature: *Debbie Hammond*
 Title: Executive Assistant
 Date: 2-27-18

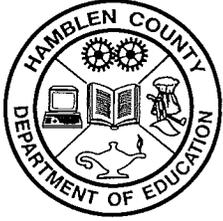
For Finance Department Only: Reviewed by: _____ Budget Amendment: _____ Date: _____
--

**HAMBLLEN COUNTY DEPARTMENT OF EDUCATION
2017-2018**

Jeff Perry, Director of Schools

**GENERAL PURPOSE
AMENDMENT #3**





HAMBLLEN COUNTY DEPARTMENT OF EDUCATION

210 East Morris Boulevard
Morristown, Tennessee 37813
Phone (423) 586-7700 • Fax (423) 586-7747

*The mission of Hamblen County Schools is to educate students
so they can be challenged to successfully compete in their chosen fields.*

BOARD OF EDUCATION

Shahin Assadnia

Carolyn Clawson

Joe Gibson, Jr.

Roger Greene

James Grigsby

Janice Haun

Clyde Kinder

AMENDMENT #3 2017-2018

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #3 to the 2017-2018 General Purpose Budget. This amendment was approved by the Board of Education on February 13, 2018.

On July 10, 2017, the Hamblen County Commission approved a General Purpose Budget in the amount of \$85,109,434.95. Amendment #1 increased the budget to \$85,373,894.14. Amendment #2 increased the budget to \$85,565,655.02. Amendment #3 will increase the budget to \$85,618,570.38.

This amendment does not affect the County's maintenance of effort.

A handwritten signature in black ink, appearing to read "Jeff Perry", is written over a horizontal line.

Jeff Perry, Superintendent of Schools

HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2017-2018
AMENDMENT #3 - EXTERNAL

EXPENDITURE CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
71200-171	SPEECH PATHOLOGISTS	\$ 396,970.00	\$ -	\$ 105,000.00	\$ 291,970.00	MOVING FUNDS TO CONTRACTED SERVICES FOR STUDENT SPEECH SERVICES
71200-201	SOCIAL SECURITY	\$ 273,231.00	\$ -	\$ 20,000.00	\$ 253,231.00	MOVING FUNDS TO CONTRACTED SERVICES FOR STUDENT SPEECH SERVICES
71200-204	STATE RETIREMENT	\$ 396,089.00	\$ -	\$ 20,000.00	\$ 376,089.00	MOVING FUNDS TO CONTRACTED SERVICES FOR STUDENT SPEECH SERVICES
71200-207	MEDICAL INSURANCE	\$ 847,201.00	\$ -	\$ 83,000.00	\$ 764,201.00	MOVING FUNDS TO CONTRACTED SERVICES FOR STUDENT SPEECH SERVICES
71200-210	UNEMPLOYMENT INSURANCE	\$ 4,575.00	\$ -	\$ 2,124.00	\$ 2,451.00	MOVING FUNDS TO CONTRACTED SERVICES FOR STUDENT SPEECH SERVICES
71200-212	EMPLOYER MEDICARE	\$ 63,907.00	\$ -	\$ 4,000.00	\$ 59,907.00	MOVING FUNDS TO CONTRACTED SERVICES FOR STUDENT SPEECH SERVICES
72210-599	OTHER CHARGES	\$ 48,150.00	\$ 31,300.00	\$ -	\$ 79,450.00	UTRUST GRANT TO ASSIST STUDENTS GOING TO NATIONAL BETA COMPETITION
72220-399	OTHER CONTRACTED SERVICES	\$ 747,259.88	\$ 234,124.00	\$ -	\$ 981,383.88	MOVING FUNDS TO CONTRACTED SERVICES FOR STUDENT SPEECH SERVICES
76100-707	BUILDING IMPROVEMENTS	\$ 3,904,784.00	\$ 21,615.36	\$ -	\$ 3,926,399.36	INSURANCE PROCEEDS FOR WATER DAMAGE AT FAIRVIEW-MARGUERITE
	TOTALS	\$ 6,682,166.88	\$ 287,039.36	\$ 234,124.00	\$ 6,735,082.24	
	NET INCREASE		\$ 52,915.36			

HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2017-2018
AMENDMENT #3 - EXTERNAL

REVENUE CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
44570	CONTRIBUTIONS AND GIFTS	\$ 28,420.99	\$ 31,300.00	\$ -	\$ 59,720.99	UTRUST GRANT TO ASSIST STUDENTS GOING TO NATIONAL BETA COMPETITION
49700	INSURANCE RECOVERY	\$ 10,000.00	\$ 21,615.36	\$ -	\$ 31,615.36	INSURANCE PROCEEDS FOR WATER DAMAGE AT FAIRVIEW-MARGUERITE
	TOTALS	\$ 38,420.99	\$ 52,915.36	\$ -	\$ 91,336.35	
	NET INCREASE		\$ 52,915.36			

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	February	2018													
2	Permit	Date	Applicant	Type	Address	Construction	Permit	SW	Plumbing	Mech.	Gas	Total	Tax Map	Group	Parcel
3	14-1000	VOID													
4	14-1001	2/7/18	Siddiqi	garage-det	2925 Cobble Lane	\$22,800.00	\$300.00					\$300.00	051		059.02
5	14-1002	2/7/18	Amer Found/Base	foundation repair	3083 Waters Edge Dr	\$98,440.00	\$165.30					\$165.30	010N	A	011.00
6	14-1003	2/8/18	McKamey	Modular-2176 sq ft	6410 Nicholson Rd	\$110,000.00	\$544.00	\$100.00				\$644.00	019		078.09
7	14-1004	2/8/18	McCann	access bldg 8x12	2130 Thomas Drive	\$50.00	\$0.00					\$0.00	024L	G	017.01
8	14-1005	VOID	Burke	applied for ref	sold property										
9	14-1006	2/16/18	Cameron (Epps)	trans #14-977 fee	3951 Harbor View	\$0.00	\$0.00					\$0.00	017C	A	041.00
10	14-1007	VOID										\$0.00			
11	14-1008	2/14/18	Hensley	carport	6831 E Andrew Johnson	\$2,000.00	\$25.00					\$25.00	019		028.02
12	14-1009	2/20/18	Smith	pool	2237 Alpha Valley Home Rd	\$35,000.00	\$50.00					\$50.00	055		035.00
13	14-1010	2/20/18	Long	storage bldg 38x48	1660 Mayes Rd	\$35,000.00	\$456.00					\$456.00	049		009.00
14	14-1011	2/22/18	Conner	deck w/stairs 10x10	2250 Herron Dr	\$1,200.00	\$25.00					\$25.00	043G	B	014.00
15	14-1012	2/27/18	Matthews	excavating	Tornado Trail (mp 051-026.0)			\$100.00				\$100.00			
16	14-1013	2/28/18	Caudill	SWMH	5235 St Paul Rd	\$39,000.00	\$100.00					\$100.00	057M	a	009.01
17	14-1014	2/28/18	Morrow	Gazebo 7x9	1425 Central Church Rd	\$3,000.00	\$0.00					\$0.00	032		101.00
18												\$0.00			
19												\$0.00			
20												\$0.00			
21		Total	13		Total:	\$346,490.00	\$1,665.30	\$200.00	\$0.00	\$0.00	\$0.00	\$1,865.30			
22	Running	Total	185			\$9,525,640.57	\$49,985.45	\$2,100.00	\$2,135.00	\$170.00	\$20.00	\$65,170.40			
23													ETHRA	Monthly	YTD
24						Total No.	Amount			Total			HOMES	0	0
25			copies and cell	tower review	Copies and Miscellaneous		\$5.50			\$2,505.50			February		
26					Re-Zoning Request		\$75.00			\$0.00			Grand		
27					Variance Request		\$50.00			\$0.00			Total:		\$4,820.80
28					Plat Approval		\$150.00			\$450.00					
29			3 lots or	more	and Disturbance/Development		\$100.00			\$0.00			2017-2018		
30					Use on Review		\$50.00			\$0.00			Running		
31					Refunds					\$0.00					
32					Total Collected					\$2,955.50			Total:		\$70,600.90
33					Running Total Collected					\$5,380.50					

LAW OFFICES
CAPPS, CANTWELL, CAPPS & BYRD
P.O. Box 1897
1004 WEST FIRST NORTH STREET
MORRISTOWN, TENNESSEE 37816-1897

PAUL R. CAPPS (1922-2003)

CHRISTOPHER P. CAPPS
DAVID S. BYRD

ELIANA LEAL, ASSOCIATE

TELEPHONE: (423) 586-3083
FACSIMILE: (423) 586-0513
WEBSITE: cappsbyrdlaw.com
E-MAIL: info@cccblaw.com

February 28, 2018

Mr. Bill Brittain, County Mayor
Hamblen County Courthouse
511 West Second North Street
Morristown, TN 37814

**RE: INVOICES FOR LEGAL SERVICES RENDERED ON BEHALF
OF HAMBLEN COUNTY, TENNESSEE - FEBRUARY, 2018**

Dear Bill:

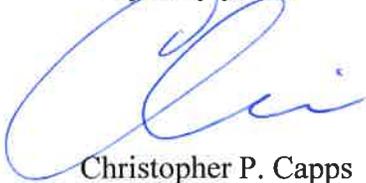
Please find enclosed two (2) invoices representing legal services rendered on behalf of Hamblen County, Tennessee during the month of February, 2018.

As usual, one invoice covers our General/Miscellaneous File and one invoice covers a separate county department.

Please review these invoices, and if you have any questions, please do not hesitate to contact me.

With best regards, I remain,

Very truly yours,



Christopher P. Capps

CPC/alg

Enclosures

C:\USERS\SAMY GREER\DOCUMENTS\PUBLIC FOLDERS\DOCUMENTS\HAMBLEN COUNTY\LETTERS\2018\BRITTAIN,BILL(INVOICE)-02-28-18.DOCX

Law Office of Capps, Cantwell, Capps, & Byrd

P.O. Box 1897
Morristown, TN 37816-1897

INVOICE

Invoice # 292
Date: 03/01/2018
Due On: 03/31/2018

Hamblen County Government
Hamblen County Courthouse
511 West Second North Street
Morristown, TN 37814

00027-Hamblen County Government

General Account

Type	Date	Description	Quantity	Rate	Total
Service	02/08/2018	E-mail from Cindy Dibb re: 2/12 committee meeting	0.05	\$150.00	\$7.50
Service	02/12/2018	E-mail from Lisa Armstrong re: pending litigation; committee meeting	0.65	\$150.00	\$97.50
Service	02/13/2018	Worked on public records request	0.50	\$150.00	\$75.00
Service	02/15/2018	E-mails to and from Eric Harrison, Paul LeBel and Betsy Stibler re: Johnson property; e-mails from and to Bill Brittain, review MedBen contract; phone conference with Bill Brittain re: MedBen	0.50	\$150.00	\$75.00
Service	02/16/2018	E-mails from Aaron Chapman and Eric Harrison re: Johnson property; e-mail from Cindy Dibb re: 2/22 commission meeting	0.10	\$150.00	\$15.00
Service	02/19/2018	Conference with Cindy Dibb	0.20	\$150.00	\$30.00
Service	02/21/2018	Review fax from Johnna Harrell re: inmate healthcare, make revisions	0.25	\$150.00	\$37.50
Service	02/22/2018	Committee meeting	0.70	\$150.00	\$105.00
Service	02/23/2018	E-mail from and to Amanda Hale re: MedBen contract	0.05	\$150.00	\$7.50
Service	02/26/2018	E-mail from Amanda Hale re: MedBen; attempted to call Lisa Stamm re: MedBen	0.05	\$150.00	\$7.50
Service	02/27/2018	E-mail from Tom Jessee re: opioid; e-mail from Kelley Barnhart re: pending litigation; phone conference with Lisa Stamm, call to Bill Brittain re: MedBen	0.40	\$150.00	\$60.00

Total \$517.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
292	03/31/2018	\$517.50	\$0.00	\$517.50
Outstanding Balance				\$517.50
Amount in Trust				\$0.00
Total Amount Outstanding				\$517.50

Please make all amounts payable to: Law Office of Capps, Cantwell, Capps, & Byrd

Please pay within 30 days.

Law Office of Capps, Cantwell, Capps, & Byrd

P.O. Box 1897
Morristown, TN 37816-1897

INVOICE

Invoice # 293
Date: 03/01/2018
Due On: 03/31/2018

Hamblen County Sheriff's Department
511 West Second North Street
Morristown, TN 37814

00043-Hamblen County Sheriff's Department

Sheriff's Department

Type	Date	Description	Quantity	Rate	Total
Service	02/01/2018	Meeting with Hugh Moore - discuss video and child custody issue	0.60	\$150.00	\$90.00
Service	02/14/2018	Phone conferences re: Eddie Ingram re: process server; research	0.90	\$150.00	\$135.00
Service	02/15/2018	Phone conference with Hugh Moore re: attorney letter	0.20	\$150.00	\$30.00
Service	02/28/2018	Meeting with Joe Perales re: levy and sale	0.50	\$150.00	\$75.00
				Total	\$330.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
293	03/31/2018	\$330.00	\$0.00	\$330.00	
				Outstanding Balance	\$330.00
				Amount in Trust	\$0.00
				Total Amount Outstanding	\$330.00

Please make all amounts payable to: Law Office of Capps, Cantwell, Capps, & Byrd

Please pay within 30 days.

MONTHLY REPORT
Hamblen County Coroner
P.O. Box 1479
Morristown, Tennessee 37816-1479
Phones (423)Home 581-6229 Fax 289-1262 Cell 301-6322

March 1, 2018

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

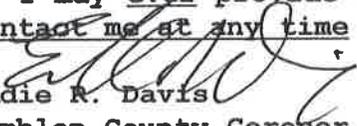
RECEIVED
MAR - 2 2018
OFFICE OF THE
HAMBLEN COUNTY MAYOR

Dear Commissioners:

The following Coroner calls were investigated by me during the month of February along with being on call 24/7/365, recording/maintaining statistics, prepare reports, training, assisting, directing and reviewing each call, and the work of all Deputy Coroners and, serving as liaison between Medical Examiner and Pathologist; collecting, preparing and shipping toxicology specimens and reviewing/approving all cremation requests.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	18051	01-05-18	Mrs. Mary Ewing, 88, Mohawk, TN (OMITTED FROM PREVIOUS MONTH)
2.	18054	02-03-18	Mrs. Helen Noel, 86, 2525 Kidwell Church Road
3.	18056	02-05-18	Ms. Leslie Hensley, 74, 739 East Second
4.	18062	02-08-18	Mr. John Britt, 85, 3190 Three Springs Road
5.	18067	02-11-18	Ms. Jody Carey, 71, Rogersville, TN
6.	18072	02-15-18	Mr. Dana Wampler, 70, 520 Hale Avenue
7.	18074	02-16-18	Mrs. Denise Purkey, 91, 1255 Appalachian Trace
8.	18076	02-16-18	Mr. Donald Jendrew, 70, 754 Wilson-Hale Road
9.	18080	02-19-18	Mrs. Margaret Chevalier, 83, 855 Pinewood Circle
10.	18081	02-19-18	Mrs. Arlie English, 92, 501 Arnold Avenue
11.	18082	02-20-18	Mr. Curtis Akard, 71, 5887 Bernie Circle
12.	18087	02-24-18	Mr. Leon Schubert, 82, (Serenity House) Dandridge, TN
13.	18088	02-24-18	Mr. Billy Rhea, 80, 1910 McDaniel Street
14.	18089	02-25-18	Mr. Thomas Henderick, 80, 304 Parker Road
15.	18090	02-25-18	Mrs. Betty Anderson, 83, 3765 Brights Pike
16.	18092	02-27-18	Mrs. Joann Eizen, 85, 283 Meadow Wood Drive

If I may ever provide any additional information or assistance, please feel free to contact me at any time on my cell phone 423-312-6322.


Eddie R. Davis
Hamblen County Coroner

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

& Toxicology Samples Collected by Coroner's Office and sent to: AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

MONTHLY REPORT
Hamblen County Deputy Coroner
Post Office Box 577
Russellville, Tennessee 37860-0577
Phone: 423-585-7117

March 1, 2018

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of February.

CALL#	CASE#	DATE	NAME,	AGE,	HOME ADDRESS *1
1.	18057	02-06-18	Mrs.		Virginia Ellis, 74, 3124 Martin Road
2.	18059	02-06-18	Mrs.		Rosa Adkins, 69, 4053 Chucky River Road
3.	*18061	02-07-18	Mrs.		Marsha Corole, 61, 4170 Rambling Road
4.	18066	02-11-18	Mr.		Charles Whetsel, 84, 4961 Betsy Lane
5.	18070	02-14-18	Mrs.		Ashley Gunter, 35, 1029 Hershey Drive
6.	18075	02-16-18	Mr.		Samuel Randall, 71, 5242 Old White Pine Road
7.	*18077	02-17-18	Mr.		Charles Lloyd, 44, 4360 Toni Avenue
8.	18078	02-17-18	Mr.		Inos Herman, 84, 5990 Hiawatha Road
9.	18079	02-19-18	Miss.		Roxanne Keller, 62, Jefferson City, TN
10.	18083	02-20-18	Mr.		Lee House, 75, 605 Choctaw Street
11.	18084	02-21-18	Mr.		George Dockery, 78, 3502 Hardy Road
12.	18086	02-23-18	Mr.		Robert Smoot, 74, 4917 Stapleton Road

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

12 Calls X \$40. = \$480.00

Sincerely,

SIGNATURE ON FILE
J.R. Thompson, Jr.
Deputy Coroner

erd/wbl

CC: Hamblen County Medical Examiner
* Indicates Autopsy Performed
*1 All home addresses are Hamblen County unless otherwise stated.
& Toxicology Samples Gathered and Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

MONTHLY REPORT
Hamblen County Deputy Coroner
Post Office Box 577
Russellville, Tennessee 37860-0577
Phone: 423-585-7117

March 1, 2018

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of February.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	18057	02-06-18	Mrs. Virginia Ellis, 74, 3124 Martin Road
2.	18059	02-06-18	Mrs. Rosa Adkins, 69, 4053 Chucky River Road
3.	*18061	02-07-18	Mrs. Marsha Corole, 61, 4170 Rambling Road
4.	18066	02-11-18	Mr. Charles Whetsel, 84, 4961 Betsy Lane
5.	18070	02-14-18	Mrs. Ashley Gunter, 35, 1029 Hershey Drive
6.	18075	02-16-18	Mr. Samuel Randall, 71, 5242 Old White Pine Road
7.	*18077	02-17-18	Mr. Charles Lloyd, 44, 4360 Toni Avenue
8.	18078	02-17-18	Mr. Inos Herman, 84, 5990 Hiawatha Road
9.	18079	02-19-18	Miss. Roxanne Keller, 62, Jefferson City, TN
10.	18083	02-20-18	Mr. Lee House, 75, 605 Choctaw Street
11.	18084	02-21-18	Mr. George Dockery, 78, 3502 Hardy Road
12.	18086	02-23-18	Mr. Robert Smoot, 74, 4917 Stapleton Road

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

12 Calls X \$40. = \$480.00

Sincerely,

SIGNATURE ON FILE
J.R. Thompson, Jr.
Deputy Coroner

erd/jrt

CC: Hamblen County Medical Examiner
* Indicates Autopsy Performed
*1 All home addresses are Hamblen County unless otherwise stated.
& Toxicology Samples Gathered and Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

MONTHLY REPORT
Hamblen County Deputy Coroner
437 Britton Drive
Talbott, Tennessee 37877
Phone: 423-312-7510

March 1, 2018

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of February.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	18052	02-02-18	Mr. Duke Lane, 53, 1056 West Skyline Drive
2.	18060	02-06-18	Mrs. Priscilla Miller, 85, 739 East Second North Street
3.	18069	02-13-18	Mr. Carl Bledsoe, 73, Rogersville, TN

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

3 Calls X \$40. = \$120.00

Sincerely,

SIGNATURE ON FILE

Jeffery Holt
Deputy Coroner

erd/jh

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

& Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

MONTHLY REPORT
Hamblen County Deputy Coroner
7763 Melanie Circle
Talbot, Tennessee 37877
Phone: 423-586-6310

March 1, 2018

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of February.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	18055	02-04-18	Mrs. Sylvia Moore, 78, 486 Lochmere
2.	18058	02-06-18	Mr. Roger Winstead, 65, 338 Euclid Avenue
3.	18064	02-09-18	Mrs. Melody Roberts, 50, 704 Pritchard Drive
4.	18071	02-15-18	Mrs. Barbara Stokes, 68, 309 West Louise Avenue
5.	18085	02-22-18	Mrs. Elizabeth Fall, 77, 2838 Boat Launch Road
6.	18091	02-26-18	Mr. Anthony Vanwinkle, 45, Powell, TN

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

6 Calls X \$40. = \$240.00

Sincerely,

SIGNATURE ON FILE

Jimmy Peoples
Deputy Coroner

erd/jp

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

& Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

MONTHLY REPORT
Hamblen County Deputy Coroner
1925 Deer Ridge Drive
Morristown, Tennessee 37813
Phone: 423-586-2524

March 1, 2018

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of February.

CALL#	CASE#	DATE	NAME,	AGE,	HOME ADDRESS *1
1.	18053	02-03-18	Mr.		Steven Wells, 50, 432 Barclay Landing
2.	18063	02-08-18	Mr.		Teddy Smith, 83, 4522 Birchwood Circle
3.	18065	02-09-18	Mrs.		Sherri Jarnigan, 39, 2117 Thomas Drive
4.	18068	02-12-18	Miss		Dorothy Self, 87, 1402 Shareef Drive
5.	18073	02-16-18	Mr.		Jackie Rutherford, 43, 1515 Laura Drive

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

5 Calls X \$40. = \$200.00

Sincerely,

SIGNATURE ON FILE

Todd Giles
Deputy Coroner

erd/tg

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

& Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN



**Report of Budget amendments approved by County Mayor
 during the month of January**

Month MARCH Year 2018

Fund #101

DEPT: JAIL

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	JAIL		
54210.790	Other Equipment	100	
54210.716	Law Enforcement Equipment		100

Brief Descriptions of issue:

To reclassify appropriations to cover the purchase of additional prisoner related items - clothing and other miscellaneous items.

Requesting Department

Signature: Debbie Hammond
 Title: Executive Assistant
 Date: 3-2-18

Approval by County Mayor

Signature: Bill Burtain
 Title: County Mayor
 Date: 3-2-2018

For Finance Department Only
 Reviewed by: _____
 Budget Amendment 101-046



**Report of Budget amendments approved by County Mayor
 during the month of January**

Month FEBRUARY Year 2018

Fund #101

DEPT: JAIL

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	JAIL		
54210.599	Other Charges	1,000	
54210.441	Prisoners Clothing	3,000	
54210.716	Law Enforcement Equipment		4,000

Brief Descriptions of issue:

To reclassify appropriations to cover the purchase of additional prisoner related items - clothing and other miscellaneous items.

Requesting Department

Signature: Debbie Hammond
 Title: Executive Assistant
 Date: 2-16-18

Approval by County Mayor

Signature: Bill Burtan
 Title: County Mayor
 Date: 2-16-18

For Finance Department Only:
 Reviewed by: ADH
 Budget Amendment 101-045



**Report of Budget amendments approved by County Mayor
 during the month of January**

Month FEBRUARY Year 2018

Fund #101 DEPT: JUVENILE COURT

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	JUVENILE COURT		
53500.524	In Service / Staff Development	600	
53500.322	Evaluation And Testing		600

Brief Descriptions of issue:
 To reclassify appropriations to cover CPR Certification classes for employees.

Requesting Department
 Signature: Cyndi Fred Doty
 Title: Director
 Date: 2/1/18

Approval by County Mayor
 Signature: Bill Burtain
 Title: County Mayor
 Date: 2/5/2018

For Finance Department Only:
 Reviewed by: ADH
 Budget Amendment 101-044

HAMBLLEN COUNTY DEPARTMENT OF EDUCATION
QUARTERLY EXPENDITURE REPORT
Dr. Jeff Perry, Director
SECOND QUARTER
2017-2018



THE COUNTY BOARD OF EDUCATION REPORTS THE FOLLOWING EXPENDITURES
FOR THE PUBLIC SCHOOL PURPOSE AS OF THE QUARTER ENDING DECEMBER 31, 2017

GENERAL PURPOSE	BUDGET	SPENT	REMAINING	PERCENT REMAINING
REGULAR INSTRUCTION	\$ 44,457,222.65	\$ 18,905,151.99	\$ 25,552,070.66	57.48%
SPECIAL EDUCATION	6,107,300.00	2,405,006.95	3,702,293.05	60.62%
VOCATIONAL EDUCATION	3,660,874.19	1,490,563.86	2,170,310.33	59.28%
STUDENT BODY	209,302.00	127,278.26	82,023.74	39.19%
ATTENDANCE	5,850.00	821.71	5,028.29	85.95%
HEALTH SERVICES	792,162.99	329,261.46	462,901.53	58.44%
OTHER STUDENT SUPPORT	1,600,927.00	657,161.15	943,765.85	58.95%
INSTRUCTIONAL ADMINISTRATION	961,659.40	375,937.50	585,721.90	60.91%
SPECIAL EDUCATION ADMINISTRATION	1,027,890.88	690,925.69	336,965.19	32.78%
VOCATIONAL EDUCATION ADMINISTRATION	225,878.00	108,853.36	117,024.64	51.81%
TECHNOLOGY	1,703,700.61	994,352.18	709,348.43	41.64%
BOARD OF EDUCATION	1,218,433.00	755,802.40	462,630.60	37.97%
OFFICE OF THE DIRECTOR	658,160.00	252,646.88	405,513.12	61.61%
OFFICE OF THE PRINCIPAL	4,849,140.00	2,139,742.98	2,709,397.02	55.87%
FISCAL SERVICES	561,974.00	249,016.52	312,957.48	55.69%
OPERATION OF PLANT	6,501,051.00	2,954,974.95	3,546,076.05	54.55%
MAINTENANCE OF PLANT	1,600,898.00	818,720.87	782,177.13	48.86%
TRANSPORTATION	3,729,265.00	1,786,535.03	1,942,729.97	52.09%
EXTENDED SCHOOL PROGRAM	320,206.00	124,194.70	196,011.30	61.21%
EARLY CHILDHOOD EDUCATION	881,509.00	364,656.48	516,852.52	58.63%
REGULAR CAPITAL OUTLAY	3,904,784.00	910,703.54	2,994,080.46	76.68%
EDUCATION DEBT SERVICE	500,000.00	500,000.00	-	0.00%
TRANSFERS	87,467.30	59,223.30	28,244.00	32.29%
TOTALS	<u>\$ 85,565,655.02</u>	<u>\$ 37,001,531.76</u>	<u>\$ 48,564,123.26</u>	<u>56.76%</u>

THE COUNTY BOARD OF EDUCATION REPORTS THE FOLLOWING EXPENDITURES
FOR THE PUBLIC SCHOOL PURPOSE AS OF THE QUARTER ENDING DECEMBER 31, 2017

FEDERAL PROGRAMS - CONSOLIDATED ADMIN.	BUDGET	SPENT	REMAINING	PERCENT REMAINING
REGULAR INSTRUCTION	\$ 179,314.49	\$ 87,141.35	\$ 92,173.14	51.40%
TOTALS	\$ 179,314.49	\$ 87,141.35	\$ 92,173.14	51.40%

FEDERAL PROGRAMS - TITLE I	BUDGET	SPENT	REMAINING	PERCENT REMAINING
REGULAR INSTRUCTION	\$ 2,177,754.22	\$ 943,866.39	\$ 1,233,887.83	56.66%
OTHER STUDENT SUPPORT	145,903.00	13,194.62	132,708.38	90.96%
REGULAR INSTRUCTION	337,049.00	121,224.86	215,824.14	64.03%
TRANSPORTATION	10,000.00	-	10,000.00	100.00%
TRANSFERS	55,880.00	-	55,880.00	0.00%
TOTALS	\$ 2,726,586.22	\$ 1,078,285.87	\$ 1,648,300.35	60.45%

FEDERAL PROGRAMS - TITLE IIA	BUDGET	SPENT	REMAINING	PERCENT REMAINING
REGULAR INSTRUCTION	\$ 71,910.00	\$ 30,017.67	\$ 41,892.33	58.26%
REGULAR INSTRUCTION	390,491.00	56,651.94	333,839.06	85.49%
TRANSFERS	9,515.80	-	9,515.80	100.00%
TOTALS	\$ 471,916.80	\$ 86,669.61	\$ 385,247.19	81.63%

FEDERAL PROGRAMS - TITLE III	BUDGET	SPENT	REMAINING	PERCENT REMAINING
REGULAR INSTRUCTION	\$ 149,150.00	\$ 56,484.16	\$ 92,665.84	62.13%
OTHER STUDENT SUPPORT	15,533.00	7,542.64	7,990.36	51.44%
REGULAR INSTRUCTION	-	-	-	0.00%
TRANSFERS	3,396.33	-	3,396.33	0.00%
TOTALS	\$ 168,079.33	\$ 64,026.80	\$ 104,052.53	61.91%

FEDERAL PROGRAMS - IMMIGRANT GRANT	BUDGET	SPENT	REMAINING	PERCENT REMAINING
REGULAR INSTRUCTION	3,624.00	-	3,624.00	100.00%
TOTALS	\$ 3,624.00	\$ -	\$ 3,624.00	100.00%

THE COUNTY BOARD OF EDUCATION REPORTS THE FOLLOWING EXPENDITURES
FOR THE PUBLIC SCHOOL PURPOSE AS OF THE QUARTER ENDING DECEMBER 31, 2017

FEDERAL PROGRAMS - TITLE X HOMELESS ED.	BUDGET	SPENT	REMAINING	PERCENT REMAINING
REGULAR INSTRUCTION	\$ 50,260.00	\$ 20,387.90	29,872.10	59.44%
REGULAR INSTRUCTION	1,600.00	1,819.70	(219.70)	-13.73%
TRANSPORTATION	5,485.57	-	5,485.57	100.00%
TOTALS	<u>\$ 57,345.57</u>	<u>\$ 22,207.60</u>	<u>\$ 35,137.97</u>	<u>61.27%</u>

FEDERAL PROGRAMS - READ TO BE READY GRANT	BUDGET	SPENT	REMAINING	PERCENT REMAINING
REGULAR INSTRUCTION	9,058.92	-	9,058.92	100.00%
TOTALS	<u>\$ 9,058.92</u>	<u>\$ -</u>	<u>\$ 9,058.92</u>	<u>100.00%</u>

FEDERAL PROGRAMS - CARL PERKINS	BUDGET	SPENT	REMAINING	PERCENT REMAINING
VOCATIONAL EDUCATION	\$ 115,916.86	\$ 21,957.53	\$ 93,959.33	81.06%
OTHER STUDENT SUPPORT	34,719.93	8,556.23	26,163.70	75.36%
VOCATIONAL EDUCATION	5,500.00	4,180.01	1,319.99	24.00%
TRANSFERS	978.50	-	978.50	100.00%
TOTALS	<u>\$ 157,115.29</u>	<u>\$ 34,693.77</u>	<u>\$ 122,421.52</u>	<u>77.92%</u>

FEDERAL PROGRAMS - IDEA SUPPLEMENTAL	BUDGET	SPENT	REMAINING	PERCENT REMAINING
SPECIAL EDUCATION	7,248.40	4,250.00	2,998.40	41.37%
TOTALS	<u>\$ 7,248.40</u>	<u>\$ 4,250.00</u>	<u>\$ 2,998.40</u>	<u>41.37%</u>

FEDERAL PROGRAMS - IDEA PRESCHOOL DISC.	BUDGET	SPENT	REMAINING	PERCENT REMAINING
SPECIAL EDUCATION	\$ 59,042.00	\$ 29,419.70	\$ 29,622.30	50.17%
SPECIAL EDUCATION	500.00	-	500.00	100.00%
TOTALS	<u>\$ 59,542.00</u>	<u>\$ 29,419.70</u>	<u>\$ 30,122.30</u>	<u>50.59%</u>

THE COUNTY BOARD OF EDUCATION REPORTS THE FOLLOWING EXPENDITURES
FOR THE PUBLIC SCHOOL PURPOSE AS OF THE QUARTER ENDING DECEMBER 31, 2017

FEDERAL PROGRAMS - IDEA DISC. - ASSESSMENT	BUDGET	SPENT	REMAINING	PERCENT REMAINING
SPECIAL EDUCATION	\$ 58,119.00	\$ 57,493.80	\$ 625.20	1.08%
SPECIAL EDUCATION	<u>2,950.00</u>	<u>2,950.00</u>	<u>-</u>	<u>0.00%</u>
TOTALS	<u>\$ 61,069.00</u>	<u>\$ 60,443.80</u>	<u>\$ 625.20</u>	<u>1.02%</u>

FEDERAL PROGRAMS - IDEA	BUDGET	SPENT	REMAINING	PERCENT REMAINING
SPECIAL EDUCATION	\$ 2,291,421.00	\$ 866,012.30	\$ 1,425,408.70	62.21%
TOTALS	<u>\$ 2,291,421.00</u>	<u>\$ 866,012.30</u>	<u>\$ 1,425,408.70</u>	<u>62.21%</u>

FEDERAL PROGRAMS - IDEA CARRYOVER	BUDGET	SPENT	REMAINING	PERCENT REMAINING
SPECIAL EDUCATION	\$ 101,083.23	\$ 101,083.23	\$ -	0.00%
TOTALS	<u>\$ 101,083.23</u>	<u>\$ 101,083.23</u>	<u>\$ -</u>	<u>0.00%</u>

FEDERAL PROGRAMS - SPED PRESCHOOL	BUDGET	SPENT	REMAINING	PERCENT REMAINING
SPECIAL EDUCATION	\$ 57,477.00	\$ 14,473.01	\$ 43,003.99	74.82%
TOTALS	<u>\$ 57,477.00</u>	<u>\$ 14,473.01</u>	<u>\$ 43,003.99</u>	<u>74.82%</u>

FEDERAL PROGRAMS - SPED PRESCHOOL CARRYOVER	BUDGET	SPENT	REMAINING	PERCENT REMAINING
SPECIAL EDUCATION	\$ 16,714.28	\$ 16,714.28	\$ -	0.00%
TOTALS	<u>\$ 16,714.28</u>	<u>\$ 16,714.28</u>	<u>\$ -</u>	<u>0.00%</u>

TOTAL FEDERAL PROGRAMS	<u>\$ 6,367,595.53</u>	<u>\$ 2,465,421.32</u>	<u>\$ 3,902,174.21</u>	<u>61.28%</u>
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Hamblen County Government
PUBLIC SERVICES COMMITTEE

Monday, March 12, 2018
*Immediately Following Adjournment of Finance Committee
Hamblen County Health Department Conference Room*

AGENDA

1. **Call to Order** – *Chairman Hubert Davis*
2. **Visitors Wishing to Address the Committee** – *Chairman Hubert Davis*
(Visitors will be allotted 5 minutes to speak)
3. **Old Business** – *Chairman Hubert Davis*
 - a. None
4. **New Business** – *Chairman Hubert Davis*
 - a. Resolution to Amend the Zoning Map of Hamblen County, Tennessee, by Rezoning District 02, Tax Map 048a, Group D, Control Map 0400, Parcels 022.00, 023.00 & 024.00, 526, 526-B, 526-C Panther Creek Road Morristown, Tennessee 37814 from R-1 to A-1 – *City of Morristown Senior Planner Lori Matthews/Planning Dept. Manager Tina Whittaker*
 - b. Property Maintenance Code Adoption – *County Mayor Bill Brittain*
5. **Items of Interest (No Action Necessary)** – *Chairman Hubert Davis*
 - a. None
6. **Adjournment** – *Chairman Hubert Davis*



Hubert Davis
Chairman

Tim Goins
Vice-Chairman

Louis "Doe" Jarvis
Ex-Officio

Larry Carter
Member

Randy DeBord
Member

Stancil Ford
Member

Howard Shipley
Member

John Smyth
Member

Johnny Walker
Member

RESOLUTION #18-__

A RESOLUTION TO AMEND THE ZONING MAP
OF HAMBLÉN COUNTY, TENNESSEE, BY REZONING
DISTRICT 02, TAX MAP 048A, GROUP D, CONTROL MAP 0400
PARCELS 022.00, 023.00 & 024.00
526, 526-B, 526-C PANTHER CREEK ROAD MORRISTOWN, TN. 37814
FROM R-1 TO A-1
MARCH 22, 2018

WHEREAS, The Morristown City Planning Commission heard the request to Amend the Hamblen County Zoning Map from R-1 to A-1 on the parcels listed above located inside the Urban Growth Boundary:

WHEREAS, The Morristown City Planning Commission does recommend the rezoning request:

NOW, THEREFOR, BE IT RESOLVED that the Hamblen County Board of Commissioners does hereby approve the rezoning and map amendment from R-1 to A-1 according to the attached map.

WHEREFORE, it was moved by _____ and seconded by _____ that this Resolution be adopted.

Voting Aye: _____ Voting Nay: _____ Pass: _____

The Chair declared the Resolution adopted this **22nd day of March, 2018**.

Hamblen County Board of Commissioners

By: _____
Louis "Doe" Jarvis, Chairman

APPROVED:

ATTEST:

By: _____
Bill Brittain
Hamblen County Mayor

By: _____
Penny Petty
Hamblen County Clerk

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Hamblen County Commissioners
FROM: Lori Matthews, Senior Planner
DATE: March 22, 2018
REQUEST: Rezoning request in Urban Growth Area

BACKGROUND:

A rezoning request has been submitted for 526, 526B and 526C Panther Creek Road, all of which are located within the City's Urban Growth Boundary area. The property owner(s) are Donald and Karen Shockley. Per the passage of the Tennessee Growth Policy Act, the Morristown Regional Planning Commission is required to make recommendations to the Hamblen County Commission for rezoning requests within the City's Urban Growth Boundary areas.

The properties which are located approx. ½ mile traveling north on Panther Creek Road from W Andrew Johnson Highway are currently zoned R1 (Rural Residential) by Hamblen County. All three lots, each approximately one quarter acre in size, at one time contained a single wide mobile home as living quarters. The mobile home closest to Panther Creek Road became blighted so was removed. The owner was unaware at that time there was a 1 year timeframe in which to replace the mobile home or the property would lose its 'grandfathered' status. In order to replace this mobile home, the applicant must rezone the property to A1 (Agricultural/Forestry) which allows placement of single wide mobile homes for residential use. The current zoning designation of R1 prohibits mobile homes.



RECOMMENDATION:

The properties are all encumbered by a large TVA easement which severely limits size and placement of construction on each lot, the now vacant lot, being the most restricted. All lots have adequate underground sewer disposal and share a dedicated right of way for entrance off of Panther Creek Road. Taking all of this into consideration, City Staff would recommend all three parcels be rezoned to A1.

*The Morristown Regional Planning Commission at their regular meeting of January 9th 2018 voted to recommend the rezoning request as submitted to the Hamblen County Commission.

City of Morristown

Incorporated 1855

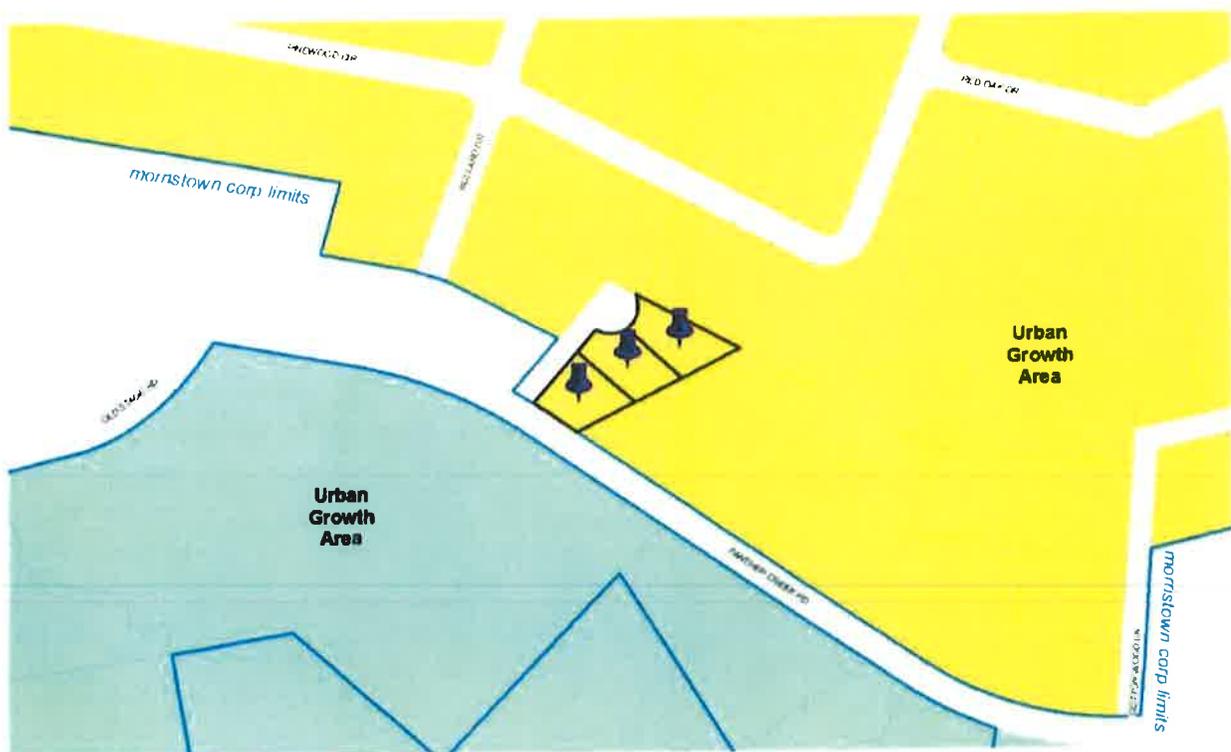
DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown Regional Planning Commission
FROM: Lori Matthews, Senior Planner *LJM*
DATE: January 9th 2018
REQUEST: Rezoning request in Urban Growth Area

BACKGROUND:

A rezoning request has been submitted for 526, 526B and 526C Panther Creek Road, all of which are located within the City's Urban Growth Boundary area. The property owner(s) are Donald and Karen Shockley. Per the passage of the Tennessee Growth Policy Act, the Morristown Regional Planning Commission is required to make recommendations to the Hamblen County Planning Commission for rezoning requests within the City's Urban Growth Boundary areas.



The graphic above shows properties in yellow (zoned R1 by Hamblen County) and properties in green (zoned A1 by Hamblen County) – all of which are within the City's Urban Growth Boundary area. The purple pins depict the three lots to be considered, the two to the north have existing single-wide mobile homes with the parcel along Panther Creek being vacant. The reason for the request is to replace a mobile home on the vacant lot that had lost its grandfathered status. Single-wide mobile homes are allowed within the County's Agricultural-Forest Districts but are prohibited within their residential districts.

RECOMMENDATION:

Staff does not object to the rezoning of this property as long as it meets the mandatory lot size requirements for those lots served by both water and sanitary sewer or those requirements for lands served by water but not sanitary sewer, however, agricultural districts are often reserved for large tracts of land utilized for farming, pastureland, etc.

HAMBLEN COUNTY PROPERTY MAINTENANCE CODE

RESOLUTION # _____

2/12/18 DRAFT

A Resolution of the Hamblen County Commission adopting the **Hamblen County Property Maintenance Code, 2018 edition**, ~~edition of the International Property Maintenance Code~~, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; ~~and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in Hamblen County; providing for the issuance of permits and collection of fees therefor;~~ repealing Regulations adopted **April 23, 2015 by the Hamblen County Commission** of Hamblen County and all other ordinances or parts of laws in conflict therewith.

The Legislative Body of Hamblen County does ordain as follows:

Section 1 That a certain document, three (3) copies of which are on file in the Planning and Zoning Office of Hamblen County, being marked and designated as the **Property Maintenance Code of Hamblen County, 2018 edition**, and is hereby adopted as the Property Maintenance Code of Hamblen County, in the State of Tennessee for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; ~~and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore;~~ and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the **Planning and Zoning Office** are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, ~~if any, prescribed in Section 2 of this resolution.~~

Section 3 That Resolutions adopted **April 23, 2015 by the Legislative Body** of Hamblen County entitled **2012** International Property Maintenance Code and all other ordinance or parts of laws in conflict herewith are hereby repealed.

Section 4 That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional and such decision shall not affect the validity of the remaining portions of this resolution. The Legislative Body hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 5 That nothing in this legislation or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or

ordinance hereby repealed as cities in Section 3 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Section 6 That the **Planning and Zoning Office** is hereby ordered and directed to cause this legislation to be published on the County's website www.hamblencountytn.gov.

Section 7 That is law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after the date of its final passage and adoption.

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CHAPTER 1

SCOPE AND ADMINISTRATION

PART 1-SCOPE AND APPLICATION

Section 101

General

101.1 Title-These regulations shall be known as the Property Maintenance Code of Hamblen County hereinafter referred to as “this code”.

1.1.2 Scope-The provision of this code shall apply to all ~~existing~~ **related** residential and nonresidential structures and all ~~existing~~ **related** premises and constitute minimum requirements and standards; ~~for premises, structures, equipment and facilities for sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance;~~ the responsibility of owners, operators, and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

101.3 Intent-This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

101.4 Severability-If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional; such decision shall not affect the validity of the remaining portions of this code.

Section 102

Applicability

102.1 General-Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance-Equipment, systems, devices, and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures and premises.

102.3 Application of other codes-Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Residential Code **and other codes of the International Code Council adopted and in effect by Hamblen County**. Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.

102.4 Existing Remedies-The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

102.5 Workmanship-Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's instructions.

102.6 Historic Buildings-The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such building or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

102.8 Requirements not covered by code-Requirements necessary for the strength, stability, or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

102.9 Application of reference-References to chapter or section numbers, or to provisions not specifically identifies by number, shall be construed to refer to such chapter, section or provision of this code.

102.10 Other Laws-The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2-ADMINISTRATION AND ENFORCEMENT

Section 103

Department of Property Maintenance and Inspection

103.1 General - Property Maintenance inspections are a function of the Planning and Zoning office. The executive official supervising the day to day operations of the department is the Planning Zoning Operations Manager who shall be known in this document as the code official.

103.2 Appointment-The code official shall be appointed by the County Mayor.

103.3 Deputies-~~In accordance with funding provided by the Hamblen County Legislative Body, the prescribed procedures of this jurisdiction~~ and with the concurrence of the County Mayor, the code official shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the code official.

103.4 Liability-The code official, member of the Property Maintenance Board (PMB) or employee(s) charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceedings that are instituted in pursuance of the provisions of this code.

~~**103.5 Fees** The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule. There are no activity fees. See Section 106.4 for the fines and penalties for violating the provisions of this code.~~

Section 104

Duties and Powers of the Code Official

104.1 General-The code official is hereby authorized and directed to enforce the provisions of this code. The code official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided in this code.

104.2 Inspections-The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be

certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.4 Identification-The code official **and/or approved agency individuals** shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.5 Notice and orders-The code official shall issue all necessary notices or orders to ensure compliance with this code.

104.6 Department records-The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

Section 106

Violations

106.1 Unlawful acts-It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provision of this code.

106.2 Notice of violation-The code official shall serve a notice of violation or order in accordance with Section 107.

106.3 Prosecution of violation-Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local **jurisdiction**; and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

106.4 Violation penalties-Any person, who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. **Each day that a violation continues (beginning with the day that the code violation citation is issued) shall be deemed a separate offense. The fine will be \$50 per offense. TCA 5-1-121; TCA 13-7-111.**

106.5 Abatement of violation-The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

Section 107

Notice and Orders

107.1 Notice to person responsible-Whenever the code official determine(s) that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Section 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3

107.2 Forms-Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing
2. Include a description of the real estate (street address and/or tax map/parcel number) sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.

107.3 Method Service-Such notice shall be deemed to be properly served if a copy thereof is;

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address of the property and/or property owner, if different;
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

107.4 Unauthorized tampering-Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

107.5 Penalties-Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

107.6 Transfer of ownership-It shall be unlawful for the owner of any dwelling unit or structure who received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first

furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the correction or repairs required by such compliance order or notice of violation.

Section 108

Unsafe Structures and Equipment 108.1 General-When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

108.1.1 Unsafe structures-An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment-Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structures.

108.1.3 Structure unfit for human occupancy-A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

108.1.4 Unlawful Structures-An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

108.1.5 Dangerous structure or premises-For the purpose of this code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stair, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

4. Any portion of a building, or member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half of the original designed value.

5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

108.2 Closing of vacant structures-If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to **notify the property owner of the code violation and begin the enforcement process.** ~~post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance.~~

~~Upon failure of the owner to close up the premises within the time specified in the order, the code official shall the premises to be closed and secured.~~

108.2.1 Authority to disconnect service utilities -The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The code official shall notify the serving utility and, whenever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

108.2.2 Condemnation of Property - **The code official may pursue condemning a structure if it is found to be unsafe, unfit for human occupancy or is found unlawful pursuant to the provisions of this code.**

If the code official determines that a structure under consideration is unfit for human occupancy or use, he shall state in writing his finding of fact in support of such determination and shall issue and cause to be served upon the owner and parties in interest (ex: lienholders) a notice of violation:

- a) **If the repair, alteration or improvement of the structure can be made at a reasonable cost to relation to the value of the structure (defined as less than 50% of the appraised value on the records of the Assessor of Property), the code official can require the owner during the time specified in the notice of violation to repair, alter or improve such structure to rend it fit for human occupancy or use, or to vacate and close the structure for human occupancy or use; or,**
- b) **If the repair, alteration or improvement of said structure cannot be made at a reasonable cost in relation to the value of the structure (defined as more than 50% of the appraised value on the records of the Assessor of Property), the code official can require the owner within the time specified in the order, to remove or demolish such structure.**

The property owner or parties in interest can appeal the order within ten (10) days after receipt of the notice of violation to the PMB.

If the order is not followed by the property owner or parties in interest and they do not appeal, the code official issues a citation (with fine, court costs and attorney's fees) and the case is sent to General Sessions Court for prosecution/enforcement.

108.3 Notice-Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2

108.4 Placarding-Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word “Condemned” and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

108.4.1 Placard removal-The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

108.5 Prohibited occupancy-Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premise or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premise or operate placarded equipment shall be liable for the penalties provided by this code.

108.6 Abatement methods-The owner, operator or occupant of a building, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

108.7 Record-The code official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

Section 109

Emergency Measures

109.1 Imminent danger -When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacant the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: “This Structure is Unsafe and Its Occupancy Has Been Prohibited by the Code Official.” It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same

109.2 Temporary safeguards-Notwithstanding other provisions of this code, whenever, in the opinion of the code official there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily

safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency

Section 110

Demolition

110.1 General-~~The code official shall order the owner of~~ Any premises upon which is located any structure, which in the code official's judgement after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure is in violation of this code. **The code official is authorized to begin the enforcement process with the notice of violation that lists possible remedies to the violation including but not limited to repairs to make the structure safe and sanitary, to board up and hold for future repairs, or to demolish and remove at the owner's option.** ~~;~~ or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or when there has been a cessation of normal construction of any structure for a period of more than two years, the code official shall order the owner to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the building official.

110.2 Notices and orders-All notices and orders shall comply with Section 107

110.3 Failure to comply-If the owner of a premises fails to comply with a court order to demolish a structure ~~demolition order~~ within the time prescribed, the code official **shall cite the responsible person to the appropriate judicial authority to explain why he/she should not be required to comply with the court order.**

Section 111

Means of Appeal

111.1 Application for appeal-Any person directly affected by a decision of the code official or a notice **of violation** ~~or order~~ issued under this code shall have the right to appeal to the **Property Maintenance Board (PMB)** provided that a written application for appeal is filed within ten (10) days after the day the decision, notice **of violation** ~~or order~~ was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

111.2 Membership of board-The **Property Maintenance Board (PMB)** shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not **regular full-time** employees of the County. The code official shall be an ex-officio member but shall have no vote on any matter before the board. **The board shall be selected**

from the members of the County Planning Commission who are not County Commissioners. The terms of the Property Maintenance Board members shall correspond with their terms as Planning Commissioners. The Planning Commission shall appoint the three members who serve on the Property Maintenance Board. The remaining two members (who are not County Commissioners) of the Planning Commission shall serve as alternates at the discretion of the PMB chairman.

~~**111.2.1 Alternate members**~~ The ~~County Mayor~~ shall appoint a minimum of two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

111.2.1 Chairman-The board shall annually select one of its members to serve as chairman.

111.2.2 Disqualification of member-A member shall not hear an appeal in which that member has a personal, professional or financial interest.

111.2.3 Secretary-The **planning and zoning department's operations manager** shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the **planning and zoning office**.

111.2.4 Compensation of members-Compensation of members shall be determined by the **county legislative body**.

111.3 Notice of meeting-The PMB shall meet upon notice from its chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

111.4 Open hearing-All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person who interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of two-thirds of the board membership.

111.4.1 Procedure-The PMB shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

111.5 Postponed hearing-When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

111.6 Board decision-The board shall modify or reverse the decision of the code official only by a concurring vote of a majority (2) of the total number of appointed board members.

111.6.1 Records and copies-The meetings of the board shall be **audio** recorded. Copies shall be furnished to the appellant **and** to the code official **when requested**.

111.6.2 Administration -The code official shall take immediate action in accordance with the decision of the board.

111.7 Court review-Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision **in the planning and zoning office**.

111.8 Stays of enforcement-Appeals of notice and orders ~~(other than Imminent Danger notices)~~ shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

Section 112

Stop Work Order

112.1 Authority-Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

112.2 Issuance-A stop work order shall be in writing and shall be given to the owner of the property, to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

112.3 Emergencies-Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

112.4 Failure to comply-Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as described in Section 106.4.

CHAPTER 2 DEFINITIONS

Section 201

General

201.1 Scope-Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meaning shown in this chapter.

201.2 Interchangeability-Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes-Where terms are not defined in this code and are defined in the International Building Codes adopted by Hamblen County ~~International Building Code, 2012~~ ~~International Existing Building Code, International Residential Code~~, such terms shall have the meaning ascribed to them as stated in those codes.

201.4 Terms not defined-Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts- Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit,” “housekeeping unit” or “story” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof”.

Section 202

General Definitions

Anchored-Secured in a manner that provides positive connection

Approved-Approved by the code official

Basement-That portion of a building which is partly or completely below grade

Bathroom-A room containing plumbing fixtures including a bathtub or shower

Bedroom-Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit

Code Official-The official who is charged with the administration and enforcement of this code, or any duly authorized representative

Condemn-To adjudge unfit for occupancy

Detached-When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection

Deterioration-To weaken, disintegrate, corrode, rust or decay and lose effectiveness

Dwelling Unit-A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation

Easement-That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be use under, on or above a said lot or lots

Equipment Support-Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles that transmit gravity load, lateral load and operating load between the equipment and the structure

Exterior Property-The open space on the premises and on adjoining property under the control of owners or operators of such premises

Garbage-The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food

Guard-A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surfaces to a lower level.

Habitable Space-Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

Housekeeping Unit-A room or group of rooms forming a single habitable equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, toilet, lavatory and bathtub or shower.

Imminent Danger-A condition which could cause serious or life-threatening injury or death at any time

Infestation-The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests

Inoperable Motor Vehicle-A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of begin moved under its own power

Labeled-Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specific purpose.

Let for Occupancy or Let-To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

Neglect-The lack of property maintenance for a building or structure

Occupancy-The purpose for which a building or portion thereof is utilized or occupied.

Occupant-Any individual living or sleeping in a building, or having possession of a space within a building

Openable Area-The part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

Operator-Any person who has charge, care or control of a structure or premises which is let or offered for occupancy

Owner-Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Person-An individual, corporation, partnership or any other group acting as a unit

Pest Elimination-The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serves as their food or water; by other approved pest elimination methods

Premises-A lot, plot or parcel of land, easement or public way, including any structures thereon

Public Way-Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use

Rooming House-A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one-or-two family dwelling

Rooming Unit-Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes

Rubbish-Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

Sleeping Unit-A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

Strict Liability Offense-An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

Structure-That which is built or constructed or a portion thereof

Tenant-A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

Toilet Room-A room containing a water closet or urinal but not a bathtub or shower.

Ultimate Deformation-The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent (80%) or less of the maximum strength.

Vacant Lot – A small parcel of property that s unimproved, contains no structures and is not being used.

Ventilation-The natural or mechanical process of supplying conditioned or unconditioned air to or removing such air from, any space.

Workmanlike-Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

Yard-An open space on the same lot with a structure

CHAPTER 3 GENERAL REQUIREMENTS

Section 301

General

301.1 Scope-The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility-The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit and responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land-All vacant structures and premises thereof ~~or vacant land~~ shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

Section 302

Exterior Property Areas

302.1 Sanitation-All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage-All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon. Exception: Approved retention areas and reservoirs.

302.4 Weeds-All premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches in height. All noxious weeds shall be prohibited. Weeds shall be defined as **all weeds, grasses, plants, bushes, vines, poison oak, poison ivy and other vegetation not cultivated, whether living or dead, except vegetation for the purpose of conservation or preventing erosion, trees, ornamental shrubbery, ornamental grass, flowers, garden vegetables or other plants or vegetables customarily planted and/or cultivated by farmers or gardeners.** ~~all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.~~ **Vacant lots within subdivisions are exempt from this provision of the code.**

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction.

Exceptions: Notwithstanding the requirements set forth in this article, the following shall be exempt from the provisions of this article

- a) Undeveloped wooded areas where tree growth is in excess of ten feet in height.**
- b) All government-owned land or premises, and street rights-of-way.**
- c) Streambeds or banks.**
- d) Heavily wooded parcels of land or premises that are densely wooded with trees, shrubs and overgrowth where equipment cannot maneuver due to the density of the area.**
- e) Slopes covered with vegetation as recommended by the state (UT) agricultural extension service for the purpose of conservation or preventing erosion.**
- f) Portion of land or premises, excluding the curtilage of any dwelling located thereon, that, due to steepness of terrain, rock or rock outcroppings, marshes or wetlands, cannot be mowed using wheeled, motorized equipment, unless such vegetative growth is an immediate threat to the health or safety of life or property.**
- g) Land or premises zoned for agricultural use or that is actively and legitimately used for agricultural purposes, such as, but not limited to, mowing hay, pasture, gardens or field crops.**

- h) **Periods of active construction and/or demolition, which is defined as the time when the land disturbance and/or demolition permit is issued and for a period of six months thereafter. If the construction is still in active development after the initial six-month period, the developer can request an extension for an additional six months by contacting the code official.**
- i) **Public and private country clubs and golf courses.**

302.5 Rodent harborage-All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly **exterminated** by approved processes which will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

302.7 Accessory Buildings-All accessory structures, including detached garages **and storage buildings**, shall be maintained structurally sound and in good repair. **Fences and walls are exempt from this provision of the code.**

302.8 Motor Vehicles-Except as provided for in other regulations, no more than **two (2)** inoperative, **unlicensed and uninsured** motor vehicles shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. **No more than two (2) inoperative, unlicensed and uninsured motor vehicles shall be parked in public road right-of-way in front of the same parcel of property.**

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.9 Defacement of property-No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or buildings on any private or public property by placing thereon any marking carving or graffiti.

It shall be the responsibility of the **property** owner to restore said surface to an approved state of maintenance and repair.

Section 303

Swimming Pool, Spas and Hot Tubs

303.1 Swimming Pools-Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures-Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219mm) in

height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is minimum of 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

Section 304

Exterior Structure

304.1 General-The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions-The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
5. Structural members that have evidence of deterioration or that are not capable of safely deterioration or that are not capable of **safely** supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable and incapable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not

properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all loads effects;

12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all loads effects.

304.2 Premises identification-Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (mm) in height with a minimum stroke width of 0.5 inch (12.7mm).

304.3 Structural members-All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.4 Foundation walls-All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pest.

304.5 Exterior walls-All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.6 Roofs and drainage-The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.7 Overhang extensions-All overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.8 Stairways, decks, porches and balconies -Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.9 Handrails and guards-Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.10 Doors-All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. ~~Locks on means of egress doors shall be in accordance with Section 702.3.~~

304.11 Basement hatchways-Every basement hatchway shall be maintained to prevent the entrance of rodents, rain, and surface drainage water.

Section 307

Handrail and Guardrails

307.1 General-Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall not be less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: Guards shall not be required where exempted by the adopted building code.

Section 308

Rubbish and Garbage

308.1 Accumulation of rubbish or garbage-All exterior property and premises of every structure shall be free from any accumulation of rubbish or garbage.

308.2 Disposal of rubbish-Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers, **such as containers provided by Hamblen County Sanitation Department.**

308.2.1 Rubbish storage facilities-The owner of every occupied premise shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

308.2.2 Refrigerators-Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.

308.3 Disposal of garbage-Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage container

308.3.1 Garbage facilities-The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leak-proof, covered, outside garbage container.

308.3.2 Containers-The owner of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leak-proof containers with close-fitting covers for the storage of such materials until removed from the premises for disposal.

Section 309

Code Enforcement

309.1 – Enforcement Process – The enforcement of this code will follow the following process:

- a) Code Violation Complaint Received**
- b) Field Review by Codes Official**
- c) Violation Identified and Documented**
- d) Notice of Violation Sent According to Provisions in Section 107. Ten (10) Days Given to Correct Violation or Request Additional Time to Correct Violation or Appeal the Violation Finding**
- e) Second Field Review to Determine if Violation Is Corrected Within Time Allotted**
- f) If Violation Not Corrected, Code official Issues Citation with Fine, Court Costs and Attorney's Fees**
- g) Court Action**
- h) Return to Court If Order Not Followed**



**PERSONNEL
COMMITTEE**

Hubert Davis
Chairman

Joe Huntsman, Sr.
Vice-Chairman

Louis “Doe” Jarvis
Ex-Officio

Randy DeBord
Member

Stancil Ford
Member

Herbert Harville
Member

John Smyth
Member

Hamblen County Government
PERSONNEL COMMITTEE

Monday, March 12, 2018

*Immediately Following Adjournment of Public Services Committee
Hamblen County Health Department Conference Room*

AGENDA

- 1. Call to Order** – *Chairman Hubert Davis*

- 2. Visitors Wishing to Address the Committee** – *Chairman Hubert Davis*

- 3. Old Business** – *Chairman Hubert Davis*
 - a. None

- 4. New Business** – *Chairman Hubert Davis*
 - a. Compensation for Building Inspector – *County Mayor Bill Brittain*
 - b. Approval of Longevity Pay Submissions – *County Mayor Bill Brittain*

- 5. Items of Interest (No Action Necessary)** – *Chairman Hubert Davis*
 - a. None

- 6. Adjournment** – *Chairman Hubert Davis*



TENNESSEE
Hamblen County
SERVICE • COMMUNITY • INDUSTRY
OFFICE OF THE MAYOR

March 8, 2018

To: Personnel Committee
Hamblen County Commission

From: Bill Brittain, County Mayor 

Re: Compensation for Building Inspector

Effective March 1, 2018, Darrell Chase was named chief building official for Hamblen County Government after working in the Planning and Zoning office as the Storm water/Zoning Inspector after serving six years as a corrections officer. Darrell has proven himself to be a valuable employee.

There is a shortage of certified building inspectors in East Tennessee so Darrell will be working to earn his certification during the next several months. He has agreed to reimburse the County for the costs associated with the training needed to earn the certifications if he leaves Hamblen County employment within three years of earning the certifications.

His starting base pay rate is \$19.23/hr which is within the range for the position under the County's pay plan. Once he earns his I.C.C. certifications, his base pay rate will be adjusted to stay competitive in the market place for a building inspector.

I am asking for the Personnel Committee to approve the starting base pay rate of \$19.23 for Darrell Chase.

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.585.4699

www.HamblenCountyTN.gov • email. bbrittain@co.hamblen.tn.us

HAMBLLEN COUNTY, TENNESSEE

OFFICE OF COUNTY MAYOR

LONGEVITY AND MILITARY APPLICANTS PRESENTED TO PERSONNEL COMMITTEE ON

March 12, 2018

LONGEVITY

Last Name	First Name	Hire Date	Years of Service	Amount	Notes
Burzell	Ernest	3/14/2016	21	\$ 1,575.00	Nov 1990 to Feb 2010 then 3/14/16
Christian	Mark	3/16/2016	6	\$ 450.00	09/02/2003 to 7/18/2008 then 03/16/2016
Hammond	Debbie	5/18/2015	3	\$ 225.00	
Ricker	Sonya	2/25/2000	18	\$ 1,350.00	

MILITARY

Last Name	First Name	Military	Years of Service	Amount
Simonds	Erick	2 - 10 Years	2 Yrs, 11 Mos	\$ 350.00

Hamblen County Government
CALENDAR & RULES COMMITTEE

Monday, March 12, 2018

*Immediately Following Adjournment of Personnel Committee
Hamblen County Health Department Conference Room*



AGENDA

Herbert Harville
Chairman

1. **Call to Order** – *Chairman Herbert Harville*

Rick Eldridge
Vice-Chairman

2. **Visitors Wishing to Address the Committee** – *Chairman Herbert Harville*
(Visitors will be allotted 5 minutes to speak)

Louis “Doe” Jarvis
Ex-Officio

3. **Old Business** - *Chairman Herbert Harville*
a. None

Hubert Davis
Member

4. **New Business** - *Chairman Herbert Harville*
a. Review of Regular Calendar Items
b. Review of Consent Calendar Items

Randy DeBord
Member

5. **Items of Interest**
a. None

Joe Huntsman, Sr.
Member

Howard Shipley
Member

6. **Adjournment** – *Chairman Herbert Harville*

HAMBLEN COUNTY LEGISLATIVE BODY

Regularly Scheduled Monthly Meeting
Thursday, March 22, 2018
5 p.m.

Open Meeting - *Sheriff Esco Jarnagin*

Call to Order - *Chairman Louis "Doe" Jarvis*

Prayer – *TBD*

Pledge of Allegiance - *Commissioner Larry Carter*

Roll Call - *County Clerk Penny Petty*

*Prepared under the direction of:
Chairman Louis "Doe" Jarvis*

REGULAR CALENDAR

Hamblen County Legislative Body

Order #	Vote	Item
1		<u>Recognition/Presentations/Proclamations (Commission Chairman Louis "Doe" Jarvis)</u> a. Employee Years of Service
2		<u>Public Comment Regarding Business of the Agenda Only (Commission Chairman Louis "Doe" Jarvis)</u>
3		<u>Nominations/Appointments (Commission Chairman Louis "Doe" Jarvis)</u> a. None
4		<u>RECESS as Hamblen County Legislative Body – OPEN Public Hearing (Commission Chairman)</u> a. Resolution 18-_____ to Amend the Zoning Map of Hamblen County, Tennessee, by Rezoning District 02, Tax Map 048a, Group D, Control Map 0400, Parcels 022.00, 023.00 & 024.00, 526, 526-B, 526-C Panther Creek Road Morristown, Tennessee 37814 from R-1 to A-1. <u>CLOSE Public Hearing, Reconvene as Hamblen County Legislative Body (Commission Chairman)</u>
5	Vote	<u>Resolution Vote (Commission Chairman)</u> a. Resolution 18-_____ to Amend the Zoning Map of Hamblen County, Tennessee, by Rezoning District 02, Tax Map 048a, Group D, Control Map 0400, Parcels 022.00, 023.00 & 024.00, 526, 526-B, 526-C Panther Creek Road Morristown, Tennessee 37814 from R-1 to A-1.
6	Vote Vote	<u>Calendar and Rules Committee Report (Chairman Herbert Harville)</u> a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items
7	Vote	<u>Approval of Consent Calendar (Commission Chairman Louis "Doe" Jarvis)</u> a. Consent Calendar
8	Vote Vote Vote Vote Vote	<u>Finance Committee (Chairman Randy DeBord)</u> a. Monthly Checks February 2018 b. MedBen Contract c. Budget Amendments I. Fund #101 Jail \$189,600 II. Fund \$101 Planning \$2,000 d. Hamblen County Department of Education Budget Amendment #3 - Increase of \$52,915.36
9	Vote	<u>Public Services (Chairman Hubert Davis)</u> a. Property Maintenance Code Adoption
10	Vote	<u>Personnel Committee (Chairman Hubert Davis)</u> a. Compensation for Building Inspector
		<u>Public Comment – General (Commission Chairman Louis "Doe" Jarvis)</u>
11		<u>Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Louis "Doe" Jarvis)</u> a. April Committee Meetings: 4/9/18 @ 11:30 a.m. at Health Dept. Conference Room b. April County Commission Meeting: 4/19/18 @ 5 p.m. at Courthouse Large Courtroom
12		<u>Adjournment (Commission Chairman Louis "Doe" Jarvis)</u>

Thursday, March 22, 2018

CONSENT CALENDAR**Hamblen County Legislative Body**

Order #	Item	Placed From
1	Approval of the Previous Month's Minutes – February 22, 2018	Commission Chairman
2	Approval of Notaries	County Clerk Penny Petty
3	Expenditure Reports – February 2018	Finance Committee
4	Planning Commission Building Permit Log – February 2018	Finance Committee
5	County Attorney Invoices – February 2018	Finance Committee
6	Coroner's Monthly Report – February 2018	Finance Committee
7	Budget Amendments Approved by the County Mayor a. Fund #101 Jail \$4,000 b. Fund #101 Jail \$100 c. Fund #101 Juvenile Court \$600	Finance Committee
8	Hamblen County Department of Education Quarterly Expenditure Report Second Quarter 2017-2018	Finance Committee
9	Longevity Pay Submission	Personnel Committee

Thursday, March 22, 2018