

DATE: February 13, 2023

TO: Hamblen County Legislative Body

FROM: Bill Brittain, Hamblen County Mayor

RE: February 2023 Committee Meeting Information

Monday, February 13, 2023, at 5:00 p.m.-Large Courtroom-Hamblen County Courthouse

- Justice Center/Public Safety Committee
- **Budget Committee-** *Immediately following the adjournment of the Justice Center/Public Safety Committee*
- **Finance Committee-***Immediately following the adjournment of the Budget Committee*
- **Personnel Committee-** *Immediately following the adjournment of the Finance Committee*
- Public Services Committee-Immediately following the adjournment of the Personnel Committee
- Rules Review Committee- Immediately following adjournment of the Public Services Committee
- Bulk Waste Study Committee- Immediately following adjournment of the Rules Review Committee
- Calendar and Rules Committee Immediately following adjournment of the Bulk Waste Study Committee

Return to Committee Cover



JUSTICE CENTER/PUBLIC SAFETY COMMITTEE

Tim Horner Chairman

Mike Richardson *Vice-Chairman*

Chris Cutshaw *Ex-Officio*

Debbie A'Hearn *Member*

Thomas Doty *Member*

Edna Greene *Member*

Stan Harville *Member*

Bobby Haun *Member*

Peggy Howell Member

Joe Huntsman, Sr. *Member*

Rodney Long *Member*

Wayne NeSmith *Member*

Mike Reed Member

Kyle Walker *Member*

Hamblen County Government JUSTICE CENTER/PUBLIC SAFETY COMMITTEE

Monday, February 13, 2023 Large Courtroom-Hamblen County Courthouse

AGENDA

- 1. Call to Order Chairman Tim Horner
- 2. Visitors Wishing to Address the Committee about Agenda Items Only Chairman Tim Horner (Visitors will be allotted 5 minutes to speak)
- 3. Old Business-Chairman Tim Horner
 - a. None
- 4. New Business- Chairman Tim Horner
 - a. Justice Center Project Update-Tony Pettit-BurWill Construction
 - b. Change Order #10- Tony Pettit-Bur Will Construction
 - c. Adoption of Hamblen Emergency Operations Plan 5 Year Review and Update (BEOP)-Chris Bell, EMA Director
 - d. Adoption of Hamblen Hazard Mitigation Plan 5 Year Review and Update-Chris Bell, EMA Director
- 5. Items of Interest (No Action Necessary) Chairman Tim Horner
- a. Jail/Justice Center Project Expenditures as of January 31, 2023
- 6. Adjournment Chairman Tim Horner



Change Order

Hamblen County Justice Center

Change Order Number: 10

Project # 590418

To Contractor:

Change Order Date: 01/31/2023

Contract Date:

Blaine Construction Corporation

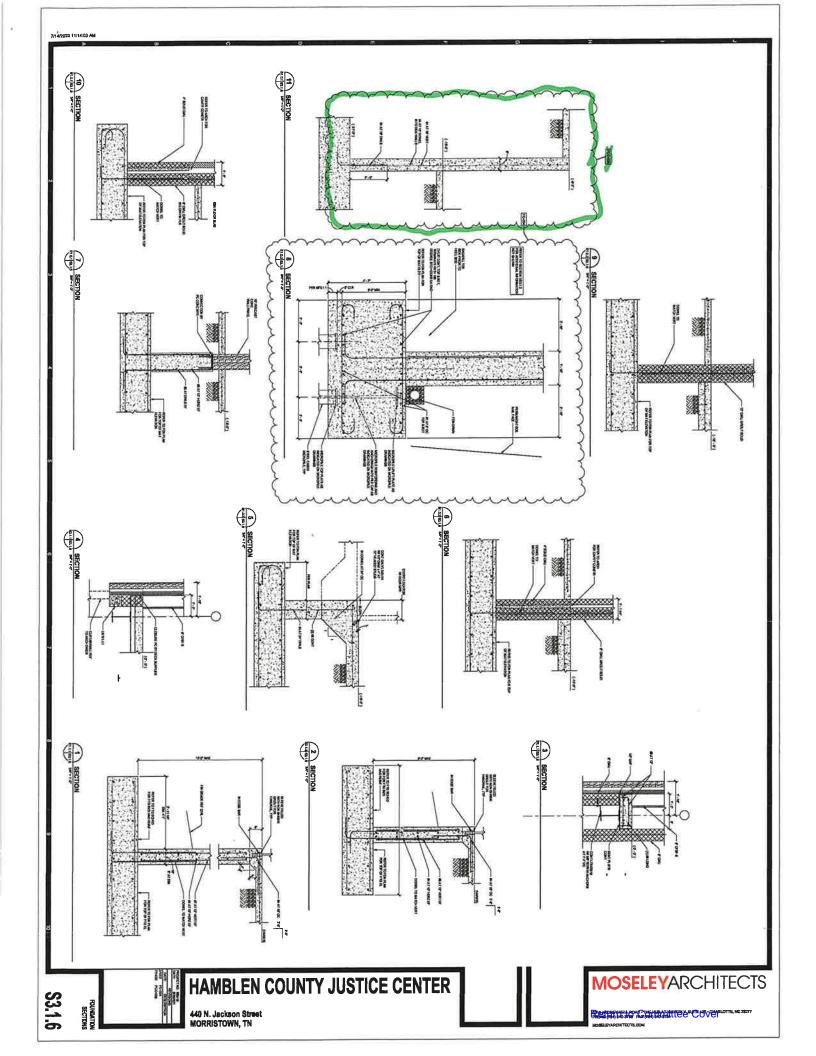
6510 Deane Hill Drive Knoxville, TN 37919

10/18/2021

The Contract is hereby revised by the following items:

PCO	Description		Days	<u>Amount</u>
026	RFI-127 Reinforcement Detail		0	\$4,799.00
031	Delete Micro-Pile MP-400 and MP-400 Slab	1 and Thickened Matt	0	\$30,723.00
040	Rated Gap UL Assembly Pre-Cast to	slab	0	\$94,925.00
	Total	for this Change Order:	0 Days	\$130,447.00
The original Contract	Sum was			\$92,208,500.48
Sum of changes by	rior Change Orders		•••	\$686,688.68
The Contract Sum pr	ior to this Change Order was			\$92,895,189.16
The Contract Sum w	ll be changed by this Change Order	in the amount of		\$130,447.00
The new Contract S	um including this Change Order v	will be		\$93,025,636.16
	will be changed by		•	0 Days
	ial Completion date as of this Chan			2/7/2024
ARCHITECT	CONTRACTO	DR	OWNER	
Moseley Architects	Blaine Constru	ction Corporation	Hamblen County	
6210 Ardrey Kell Rd, S Charlotte, NC 28277	ite 425 6510 Deane Hi Knoxville, TN		511 W. 2nd North Morristown, TN	101
SIGNATURE Docusign	ed by: SIGNATURE		SIGNATURE	
linda	BNgs 89EC04AD		?	
DATE 1/31/	2023 DATE		DATE	

Page 1 of 1 Printed on: 1/31/2023



BLAIN	BLAINE CONSTRUCTION CORPORATION								
Pendin	Pending Change Order (PCO) Breakdown Form					1	лор сни	ADD CHANGE REQUEST	ST
HAMBL	HAMBLEN COUNTY JUSTICE CENTER MORRISTOWN, TN							BCC Job No. Moseley Job No.	85164 590418
								DATE: REVISION:	11/8/2022
PCO.	PCO: 025 - ADD 10 TALL CLOSET WALL ON LEVEL 0 OF PART A.	đ	noted By: E	Quoted By: BLAINE PRINE					
SUMMA	SUMMARY OF WORK:								
	PER MOSELEY PCO-026 - ADD 10' TALL CLOSET WALL ON LEVEL 0 OF PART A.								
ITEM	DESCRIPTION	 ∑	L L	LABOR U.P.	R TOTAL	U.P. TOTAL	MATERIAL	SUBCONTR. TOTAL	TOTAL
				*					
7	FORM, REINFORCE, PLACE, STRIP FORMWORK AND PATCH, AS REQUIRED, THE ADDED CAST-IN-PLACE CONCRETE WALL AT THE CORRIDOR CLOSET ON LEVEL 0 IN PART A. SEE SUBCONTRACTOR QUOTATION AND BACKUP, ATTACHED.	0	MOST	3.).		í	4,523.00	4,523.00
NOTES:									
1. N/A									
2. N/A									
					•		9	•	**
SUB-TO	SUB-TOTALS ALL WORK			WINDS AND	•			4,523.00	4,523.00
	Material Tax & Equipment Surcharge		188 C	Order Stone		W 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			1
	Labor Burden @ 42% Labor Totals		SECTION.	CAR III SO III SO		100000000000000000000000000000000000000	The state of the s		
	OH & Profit @ 15% BCC Totals				•				*
	OH & Profit Subs @ 5%:			September 1	S. Salin I.	100000000000000000000000000000000000000		226.15	226
	Builders Risk Insurance @ 0.2%			THE STREET		200	No. of Lot, Lot, Lot, Lot, Lot, Lot, Lot, Lot,	NAC U BY	6
	Payment & Performance Bonds @ 0.85%		Series	- New Section	Section 1999		ST. LOW.		40
						٢	TOCO LATO	•	
		ļ					IOIAL COSI		4,733

BLAIN	BLAINE CONSTRUCTION CORPORATION Pending Change Order (PCO) Breakdown Form						АББ СН	ADD CHANGE REQUEST	EST
HAMBL	HAMBLEN COUNTY JUSTICE CENTER MORRISTOWN, TN							BCC Job No. Moseley Job No. DATE: REVISION:	85164 590418 1/30/2023
PCO-	031, REV1 - ADD GRADE BEAM IN MAT FOUNDATION, DUE TO SUBSURFACE ISSUES AROUND DESIGN MICROPILES MP-400 AND MP-401.	J	Juoted By: E	Quoted By: BLAINE PRINE					
SUMM	SUMMARY OF WORK: PER MOSELEY PCO-031, REV1 - ADD GRADE BEAM IN MAT FOUNDATION, DUE TO SUBSURFACE ISSUES AROUND DESIGN MICROPILES MP-400 AND MP-401.	SUBSUR	FACE ISS	UES AROUNI	DESIGN I	MICROPILI	S MP-400	AND MP-401.	
ITEM	DESCRIPTION	ΣĬO	TINO	LABOR U.P.	TOTAL	EQUIPMEN U.P.	EQUIPMENT/MATERIAL U.P. TOTAL	SUBCONTR. TOTAL	TOTAL
-	ADDITIONAL COSTS ASSOCIATED WITH SUBSURFACE CONDITIONS AROUND DESIGN MICROPILES MP-400 AND MP-401, WHICH RESULTED IN THE ADDITION OF A GRADE BEAM BEING INTRODUCED INTO PLACEMENT #4 OF THE MAT FOUNDATION. SEE SUBCONTRACTOR QUOTATION AND BACK UP ATTACHED.	0	MOS				15 15	30.525.00	30.525.00
4	30JAN23 - REDUCTION IN SUBCONTRACTOR PRICING AFTER REVIEW WITH CM	10	LSUM					(1,567.00)	(1,567.00)
7	BLAINE SUPERINTENDENT TIME ASSOCIATED WITH PCO-031. 30JAN23 - COSTS REMOVED AFTER CM REVIEW	8.0	MNHR				w	î	,
ო	BLAINE ASST. SUPERINTENDENT TIME ASSOCIATED WITH SUBCONTRACTOR SUPPORT IN IMPLEMENTATION OF PCO-031. 30JAN23 - COSTS REMOVED AFTER CM REVIEW.	16.0	MNHR	*.	x	,		ě	
NOTES:									
1. SEE AT THAT, BUT ALREADY.	1. SEE ATTACHED COVER LETTER AND OTHER DOCUMENTATION EXPLAINING THAT THE MAJORITY OF THESE ADDITIONAL COSTS ARE DUE TO REWORK CAUSED BY SITE RAIN EVENTS ON 8/2/1/22 AND 8/26/22 THAT, BUT FOR THIS PCO-031 DUE TO SUBSURFACE ISSUE WITH MICROPILES MP-400 & MP-401, WOULD NOT HAVE BEEN REQUIRED BECAUSE MAT FOUNDATION PLACEMENT #4 WOULD HAVE BEEN IN PLACE ALREADY.	THESE ADI	DITIONAL C	OSTS ARE DUE QUIRED BECAU	TO REWOR SE MAT FOU	K CAUSED E	Y SITE RAIN ACEMENT#	EVENTS ON 8/21/ 4 WOULD HAVE B	22 AND 8/26/22 EEN IN PLACE
2. N/A									
SUB-TO	SUB-TOTALS ALL WORK				lat in		3.	28,958.00	28.958.00
	Material Tax & Equipment Surcharge			Tales II Refer	Manual Inches	National Property of		Called Avenue	
	Labor Burden @ 42% Labor Totals				•				: 1
	OH & Profit @ 15% BCC Totals OH & Profit Subs @ 5%:					The state of the s		1,447.90	1,448
	Builders Risk Insurance @ 0.2%								58
	Payment & Performance Bonds @ 0.85%			No. 10 In Col. 10	Here	To the second		No. of Persons	259
							TOTAL COST		\$ 30,723



November 8, 2022

Hamblen County 511 W. Second North Street Morristown, TN 37814

Attn: Ms. Linda Briggs, Moseley Architects

Re: Hamblen County Justice Center

PCO-031 – Explanation and Documentation

Dear Linda,

The purpose of this letter is to provide all parties with explanation and documentation associated with PCO-031, which is a change order request in the amount of <u>thirty-four thousand</u>, <u>eight hundred ninety-four and 00/100 dollars (\$34,894.00)</u>.

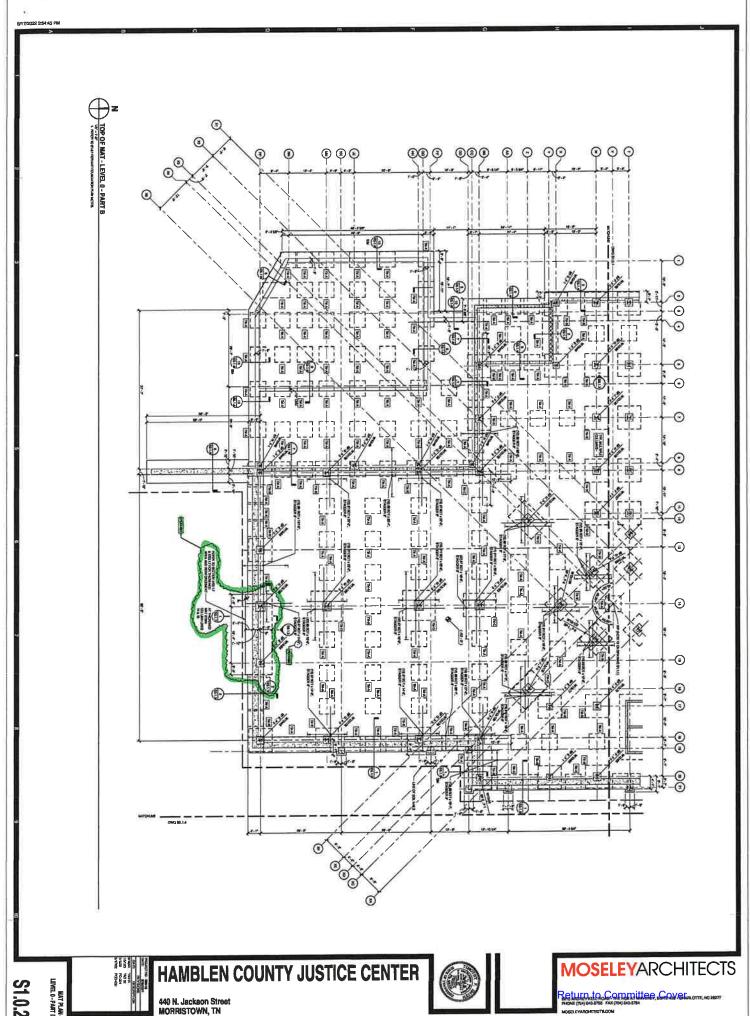
PCO-031 was issued as a result of unforeseen subsurface conditions which required the abandonment of a designed micropile (MP-401) due to the fact that we drilled to a depth of 150-feet with no signs of competent rock being encountered, ultimately resulting in Moseley Architects' design of a grade beam to be incorporated into the mat foundation, which would span the two adjacent groupings of micropiles.

Moseley Architects, Blaine Construction and GEOServices, LLC worked closely together in bringing this issue to the most practical resolution, however most of the additional work (and cost) associated with this change order request are a result of additional rework due to two significant rain events at the project site between the time the issue was discovered and the time it was resolved. But for this subsurface issue and the resultant consultation, design efforts and implementation of the redesign, this mat foundation placement #4 would have been in place and these rain events would not have had as significant an impact, nor would they have resulted in additional rework and additional costs.

Following is a timeline of the events from the discovery of this issue to its resolution:

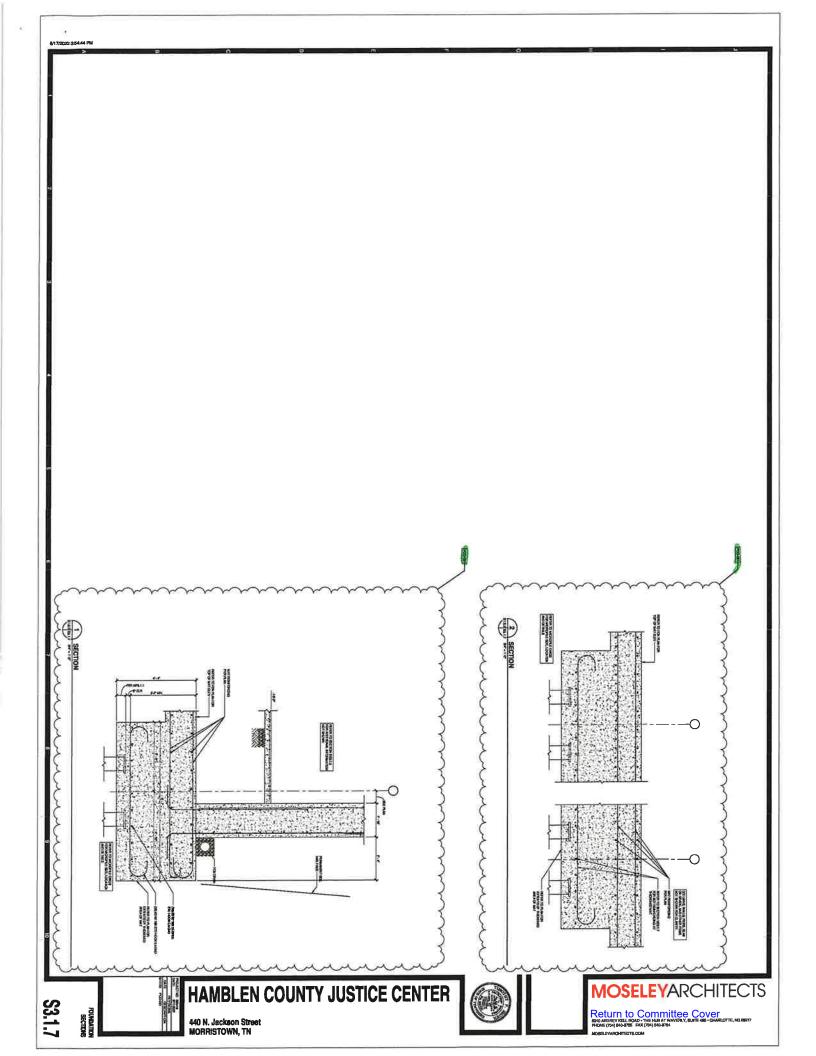
- •July 29, 2022 Blaine issues RFI-139 regarding micropile MP-401, after having drilled to a depth of 150-feet with no rock encountered. At this point, Blaine continues installation of other adjacent micropiles and redirects the concrete subcontractor to begin available work for mat foundation placement #5.
- •August 18, 2022 Blaine receives the grade beam design and immediately directs the concrete subcontractor to procure all additional rebar in an expedited manner.
- •August 22, 2022 Blaine receives the additional rebar to implement the grade beam designed in PCO-031, but the site also receives approximately 1.5-inches of rain the previous night, resulting in (additional) dewatering, re-excavation and mud cleanout of several areas within mat foundation placement #4.
- •August 26, 2022 In the early morning hours, the site receives another 3.5-inches of rain, resulting in the cancellation of the following morning's scheduled placement of mat foundation #4 and also additional removal of edge forms, installed reinforcing steel and other rework to allow for dewatering and mud removal in the area of placement #4.
- •August 31, 2022 Mat foundation placement #4 is placed and this issue was resolved.

Attachment 1 includes the Daily Reports for these dates noted above.

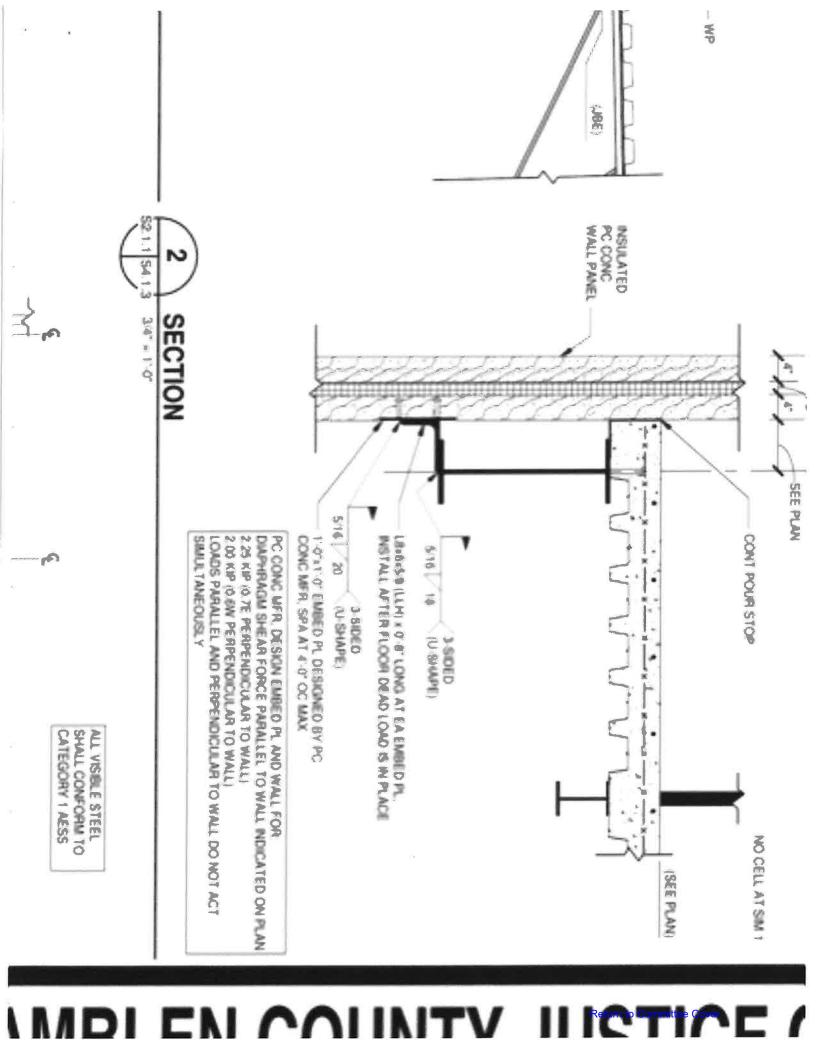








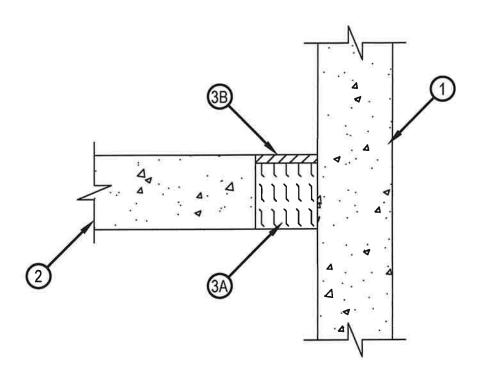
BLAIN	BLAINE CONSTRUCTION CORPORATION Pending Change Order (PCO) Breakdown Form						4DD СНА	ADD CHANGE REQUEST	EST
HAMBL	HAMBLEN COUNTY JUSTICE CENTER MORRISTOWN, TN						w z u	BCC Job No. Moseley Job No. DATE:	85164 590418 11/2/2022
PCO-	040 - PER REL-117 RESPONSE, PROVIDE SECURITY AND FIRE RATED SEALANT AT THE INTERFACE OF ALL ELEVATED SLABS AND THE BACKSIDE OF THE PRECAST CONCRETE PANELS.	G	luoted By: B	Quoted By: BLAINE PRINE			E.	REVISION:	0
SUMM	SUMMARY OF WORK: PER MOSELEY PCO-040, RFI-117 RESPONSE, PROVIDE SECURITY AND FIRE RATED SEALANT AT THE INTERFACE OF ALL ELEVATED SLABS AND THE BACKSIDE OF THE PRECAST CONCRETE PANELS.	D SEALA	NT AT TH	E INTERFACE	E OF ALL E	LEVATED	SLABS ANE	THE BACKSIE	DE OF THE
ITEM	DESCRIPTION	Ϋ́O	TINO	LABOR U.P.	TOTAL	EQUIPMEN U.P.	EQUIPMENT/MATERIAL U.P. TOTAL	SUBCONTR. TOTAL	TOTAL
~	INSTALL ROCKWOOL AND FIRE RATED SEALANT BETWEEN THE EDGES OF ALL ELEVATED SLABS AND THE BACKSIDE OF THE PRECAST WALL PANELS. THERE IS APPROXIMATELY 6,400 LINEAL FEET OF THIS UL SYSTEM #FW-D-1012. SEE ATTACHED SUBCONTRACTOR QUOTATION AND BACKUP.	1.0	LSUM		*			74,472.00	74,472.00
7	AT THE PERIMETER OF THE RECREATION AREAS, WHERE FIRE SAFING IS NOT REQUIRED, PREPARE JOINTS BETWEEN THE EDGES OF SLAB AND BACKSIDE OF PRECAST WALL PANELS AND PROVIDE DYNAPOXY EP-1200 SECURITY SEALANT (APPROXIMATELY 1,000 LNFT). SEE ATTACHED SUBCONTRACTION QUOTATION AND BACKUP.	1.0	RSUM	TV	¥.	œ.	8	15,000.00	15,000.00
								j.	
NOTES:									
1. N/A									
2. N/A									
	SUB-TOTALS ALL WORK					1000		89.472.00	89.472.00
_	Material Tax & Equipment Surcharge						7.		23 - 1
	Labor Burden @ 42% Labor Totals OH & Profit @ 15% BCC Totals			The state of the s					
	OH & Profit Subs @ 5%: Buildere Biek heurspace @ 0.2%							4,473.60	4,474
	Payment & Performance Bonds @ 0.85%								900
mittee (TOTAL COST		\$ 94,925





System No. FW-D-1012

Assembly Rating — 2 Hr Nominal Joint Width — 3-3/4" Class II Movement Capabilities — 7% Compression Or Extension

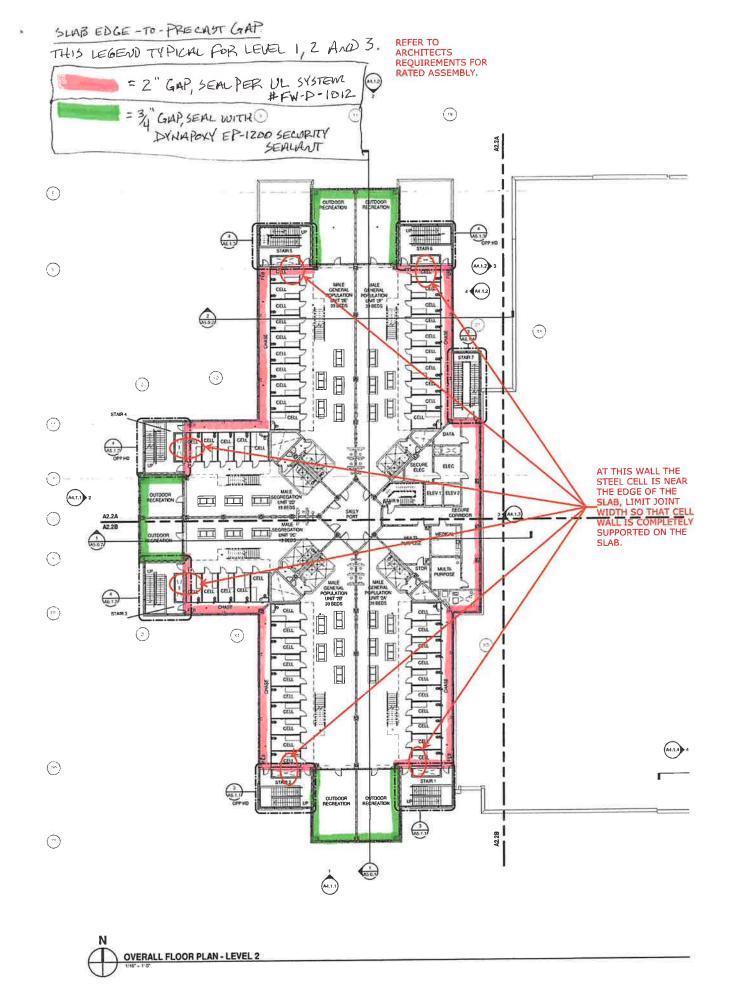


- 1. Wall Assembly Min 4-1/2 in. thick reinforced lightweight or normal weight (100-150 pcf) structural concrete. Wall may also be constructed of any UL Classified Concrete Blocks*.
 - See Concrete Blocks (CAZT) category in the Fire Resistance Directory for names of manufacturers.
- 2. Floor Assembly Min 4-1/2 in. thick reinforced lightweight or normal weight (100-150 pcf) structural concrete.
- 3. Joint System Max separation between edge of floor and face of wall (at time of installation of joint system) is 3-3/4 in. The joint system is designed to accommodate a max 7 percent in compression or extension from its installed width. The joint system shall consist of the following:
 - A. Forming Material Min 4 pcf mineral wool batt insulation installed in joint opening as a permanent form. Pieces of batt cut to min width of 4 in. and installed edge-first into joint opening, parallel with joint direction, such that batt sections are compressed min 42 percent in thickness and that the compressed batt sections are recessed from top surface of the floor as required to accommodate the required thickness of fill material. Adjoining lengths of batt to be tightly-butted with butted seams spaced min 24 in. apart along the length of the joint.

 FIBREX INSULATIONS INC FBX Safing Insulation
 - B. Fill, Void or Cavity Material* Sealant Min 1/2 in. thickness of fill material applied within the joint, flush with top surface of floor. HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC CP606 Flexible Firestop Sealant
- *Bearing the UL Classification Mark



Reproduced by HILTI, Inc. Courtesy of Underwriters Laboratories, Inc. April 15, 2009





Morristown-Hamblen Emergency Management Agency

Hamblen County Courthouse 511 West Second North Street Morristown, Tennessee 37814 (423) 581-6225 cbell@co.hamblen.tn.us

MEMORANDUM

TO:

Bill Brittain, Hamblen County Mayor

FROM:

Chris Bell, EMA Director

DATE:

17 January 2023

RE:

Hamblen Emergency Operations Plan 5 Year Review and Update

CC:

County Commissioners

The Morristown-Hamblen EMA office has conducted the 5-year review and update of the Hamblen County Basic Emergency Operations Plan (BEOP). It was delivered to Tennessee Emergency Management Agency at the end of 2022 for formal review and approval. We received the Letter of Approval from TEMA which is attached to this email. We are in the process of delivering the approved plan to all agencies that are included in the BEOP. We are requesting that Hamblen County Commission adopt this plan as the County's Basic Emergency Operations Plan for all hazards. Because of the size of the document, a jump drive with the plan has been provided to the Mayor's office if you desire to review the 450 page document.

If you have any questions or need any additional information regarding the plan, please reach out to me.



Patrick C. Sheehan Director Major General Jeffrey H. Holmes The Adjutant General

November 14, 2022

Mr. Chris Bell, Director Morristown-Hamblen EMA Hamblen County Courthouse 511 West 2nd North St. Morristown, TN 37814

Dear Mr. Bell,

On behalf of the State of Tennessee and the Tennessee Emergency Management Agency (TEMA), and in accordance with TCA 58-2-106, it gives the agency great pleasure to inform you we have reviewed and approved the Basic Emergency Operations Plan (BEOP) for Hamblen County. The BEOP signifies the dedication to both the field of emergency management as well as to the protection of all county residents, properties, and interests.

We commend the Hamblen County Emergency Management Agency, and all other plan participants, for the development of a solid, workable plan that can serve as a guide for every stage of the disaster cycle.

BEOPs are required for submission to TEMA on a five-year cycle. Based upon the current cycle, the next update to your county BEOP will be due 12/31/2027. Your plan's status will be updated in the TEMA BEOP Dashboard.

Should you have any further questions, or need additional information, feel free to contact Ms. Kimberly Kassander, TEMA Regional Planning Manager, at c. 615-934-7504, email Kimberly.kassander@tn.gov, or contact your appropriate TEMA Regional Planner for assistance.

Sincerely,

Kimberly Kassander

Regional Planning Manager

MORRISTOWN-HAMBLEN



EMERGENCY MANAGEMENT PLAN

HAMBLEN COUNTY GOVERNMENT

Bill Brittan

County Mayor



"The People's House"



Morristown-Hamblen Emergency Management Agency

Hamblen County Courthouse 511 West Second North Street Morristown, Tennessee 37814 (423) 581-6225 cbell@co.hamblen.tn.us

MEMORANDUM

TO:

Bill Brittain, Hamblen County Mayor

FROM:

Chris Bell, EMA Director

DATE:

30 January 2023

RE:

Hamblen Hazard Mitigation Plan 5 Year Review and Update

CC:

County Commissioners & Trish Bowman, Administrative Assistant

The Morristown-Hamblen EMA office has conducted the 5-year review and update of the Hamblen Hazard Mitigation Plan with current information pertaining to each section and hazard. The Morristown-Hamblen EMA office has been working to update this plan for several months. We finalized it last week and sent it to TEMA for the initial review. The plan was approved by TEMA to be sent to FEMA for final approval. Part of the final stage of the process before FEMA will approval is adoption by any jurisdiction stated in the plan. For Hamblen County, that is Hamblen County and the City of Morristown.

I would request that the plan that is attached to this email be submitted to each governing body for "adoption pending FEMA approval." Would the timeline allow for this plan to be placed on the February agendas for both City and County? I can be at these meetings to answer any question that the body or general public may present. If so, please reply back with the dates and times you would need me at any meeting.

I have also attached the TEMA approval letter for Hamblen Hazard Mitigation Plan 2022.

If you have any questions or need any additional information regarding the plan, please reach out to me.



Patrick C. Sheehan Director

Major General Jeffrey H. Holmes The Adjutant General

January 31, 2023

Ms. Kristen Martinenza, P.E., CFM Branch Chief FEMA Region IV Mitigation Division - Risk Analysis Branch 3003 Chamblee Tucker Rd. Atlanta, GA 30341

Attention: Mr. Carl Mickalonis, Planning Lead

Reference: Hamblen County Multi-Jurisdictional Hazard Mitigation Plan

Dear Ms. Martinenza:

This is to confirm that we have completed the state of Tennessee review of the *Hamblen County Multi-Jurisdictional Hazard Mitigation Plan* for compliance with the hazard mitigation planning requirements contained in 44 CFR 201.6(b)-(d). The state has determined that the plan is compliant with all planning requirements, subject to formal community adoption.

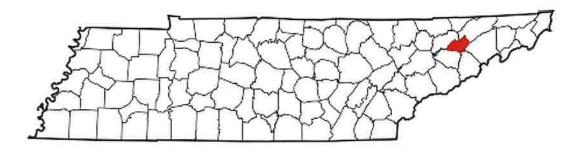
Thank you,

Michelle Klein

Michelle Klein

Regional Emergency Management Planner Tennessee Emergency Management Agency 803 N. Concord St. Knoxville, TN 37919 615-626-4501 Michelle.r.klein@tn.gov

Hamblen County Multi-Jurisdictional Hazard Mitigation Plan



January 18, 2023

Prepared By:

Hamblen County Hazard Mitigation Committee
Hamblen County Emergency Management

Assistance Provided By:

Tennessee Emergency Management Agency as part of the Tennessee Mitigation Initiative

Category of					Total Per
Costs	Description		Amount		Category
Manalay Architacta					
Moseley Architects Paid Prior to FY2021	Phase I and II & Design & Construction Planning Phase	\$	943,700.00		
Paid in FY2021	Design & Construction Planning Phase	\$	699,828.51		
Paid in FY2022	Design & Construction Planning Phase	\$	3,114,662.02		
1 414 111 1 1 2 0 2 2	Design & construction running runse	Y	3,114,002.02		
Paid in FY2023	Design & Construction Planning Phase	\$	241,674.03		
				\$	4,999,864.56
BurWil Construction					
Paid in FY2021	Project Management	\$	283,597.96		
Paid in FY2022	Project Management	\$	227,515.00		
Paid in FY2023	Project Management	\$	208,860.00		
				\$	719,972.96
Blaine Construction					
Paid in FY2022	Construction	\$	18,460,845.00		
Daild in Evance	Construction	.	14 022 004 46		
Paid in FY2023	Construction	Ş	14,822,904.16	\$	33,283,749.16
				<u>,</u>	33,203,743.10
Futoavitu Canaultina					
Entegrity Consulting Paid in FY2021	Commissioning Services	ċ	3,294.00		
Paid in FY2022	Commissioning Services Commissioning Services	\$ \$	4,392.00		
raid III F12022	Commissioning Services	Ų	4,392.00		
Paid in FY2023	Commissioning Services	\$	3,074.40		
				\$	10,760.40
Property Acquisition					
Paid Prior to FY2021		\$	1,250,751.07		
Paid in FY2021		\$	895,659.17		
Paid in FY2022		\$	1,326.52	\$	2,147,736.76
Other Costs					
Paid Prior to FY2021	Site Preparation, Clearing, and				
	Soil Testing and All Other Costs	\$	109,649.17		
Paid in FY2021	Site Preparation, Clearing, and				
	Soil Testing and All Other Costs	\$	169,962.00		
Paid in FY2022	Site Preparation, Clearing, and		400 4		
D. 141. EVO.000	Soil Testing and All Other Costs	\$	122,120.00		
Paid in FY2023	Site Preparation, Clearing, and				
	Soil Testing and All Other Costs	ć	103.677.50	*	
0/20/2022	GEO Testing MUS. Tan & Impact Foos for Jail Connections	\$	200,077.00		
9/29/2022	MUS - Tap & Impact Fees for Jail Connections Deacon Foodservice Solutions	\$	54,000.00 7,672.84		
10/27/2022		\$	7,673.84		
1/12/2023	TN Dept of Enviornment & Conservation - Storm Water Annual Fee	\$	500.00		
				\$	567,582.51
	Total Expenditures on Jail / Justice Center Project			ć	41,729,666.35
	Total Experiurtures of Jan / Justice Center Project			<u>\$</u>	71,147,000.35



BUDGET COMMITTEE

Bobby Haun *Chairman*

Thomas Doty *Vice-Chairman*

Chris Cutshaw *Ex-Officio*

Debbie A'Hearn *Member*

Edna Greene *Member*

Stan Harville *Member*

Tim Horner *Member*

Peggy Howell *Member*

Joe Huntsman, Sr. *Member*

Rodney Long *Member*

Wayne NeSmith *Member*

Mike Reed *Member*

Mike Richardson Member

Kyle Walker *Member*

Hamblen County Government **BUDGET COMMITTEE**

Monday, February 13, 2023
Following the Adjournment of the Justice Center/Public Safety Committee
Hamblen County Courthouse – Large Courtroom

AGENDA

Call to Order - Chairman Bobby Haun

- 1. Visitors Wishing to Address the Committee Chairman Bobby Haun (Visitors will be allotted 5 minutes to speak)
- 2. Old Business Chairman Bobby Haun
 - a. None
- 3. New Business Chairman Bobby Haun
 - a. Fiscal Year 2023/2024 Preliminary Budget Plan of Action $Finance\ Director\ Amanda\ Hale$
- 4. Items of Interest Chairman Bobby Haun
 - a. None
- 5. Adjournment Chairman Bobby Haun



TO:

Bobby Haun

DATE: February 1, 2023

Budget Committee Chairman

FROM:

Bill Brittain, County Mayor 315

Amanda Hale, Finance Director ADH

RE:

Fiscal Year 2023-2024 Preliminary Budget Plan of Action Memo

Amanda Hale, Finance Director, and I present the following preliminary plan of action for the upcoming FY 2023-2024 Budget Plan. We look forward to working with the Budget Committee, elected officials, and department heads to develop a budget that will allow us to meet the needs of Hamblen County taxpayers in an efficient manner.

As in previous years, it is our plan to present to you the budget in its totality; and the goal is to pass a budget by June 30, 2023. We encourage you to please contact us if you have questions or need additional explanations. Please keep in mind that the budget process is a fluid process.

Budget worksheets will be prepared and presented to the elected officials and department heads by mid-February 2023. Meetings will be held with the elected officials/department heads on an individual basis during March 2023 to discuss the specifics of their budget request. If a SPECIAL REQUEST exists, it is to be discussed during the individual meetings, and a request by memo is to be submitted to the Finance Department. Based on the nature of the special requests, the elected official/department head may be required to appear before the Budget Committee for explanation. The Finance Director with the aid of the Mayor's Executive Assistant will manage the agendas of the Budget Committee to allow elected officials/department heads to be heard should the need arise.

We are scheduling the large courtroom as usual for May & June on Tuesdays and Thursdays at 5:00 PM. Please see the attached Preliminary Budget Plan of Action for the anticipated meetings and corresponding agendas. These dates are subject to change. We will meet on an as-needed basis as determined by you, the Budget Committee Chairman.

We look forward to working together, so that we can and will prepare a budget that meets the needs of the citizens.

HAMBLEN COUNTY, TENNESSEE PRELIMINARY BUDGET PLAN OF ACTION FOR FISCAL YEAR 2023-2024

Monday, February 13 • Preliminary Budget Plan of Action Presented to Budget Committee

Monday, February 20 • Letters to Department Heads and Elected Officials

• Letters to Charitable and Civic Organizations

MARCH 2023

Monday, March 20 • Deadline to receive budget requests and required documentation

from Charitable and Civic Organizations

Friday, March 31 • Deadline to receive budget request from Department Heads and

Elected Officials

APRIL 2023

Monday, April 10 • Annual Debt Report presented to Commissioners

MAY 2023

Monday, May 8 • Regularly Scheduled Hamblen County Committee Meeting

Friday, May 12 • Budget notebooks ready for Commissioners

Tuesday, May 16 • Budget Committee

Budget Overview Presentation

• Proposed Budget posted to Internet

Thursday, May 18 • Regularly Scheduled Hamblen County Commission Meeting

Tuesday, May 23 • Budget Committee

Solid Waste/Sanitation Fund, Fund #116 (Garbage)

Highway/Public Works Fund, Fund #131 Highway Capital Projects Fund, Fund #176 General Debt Service Fund, Fund #151

Thursday, May 25 • Budget Committee

General Fund Summary and Department Presentations

Drug Control Fund, Fund #122

General Fund, Fund #101 – Special Requests

Tuesday, May 30 • Budget Committee

General Fund Department Presentations and Discussions Continue

HAMBLEN COUNTY, TENNESSEE PRELIMINARY BUDGET PLAN OF ACTION FOR FISCAL YEAR 2023-2024 (Continued)

JUNE	2023
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Thursday, June 1

• Budget Committee

School Department Presentation

Tuesday, June 6

• Budget Committee

School Department Deliberations Open Items and Budget Updates

Thursday, June 8

• Budget Committee - Recommends A Proposed Budget

Sat / Sun, June 11

• Publish Proposed Budget in Local Papers

• Publish Required Notices in Local Papers

Monday, June 12

• Regularly Scheduled Hamblen County Committee Meeting

Thursday, June 22

• Commission Meeting - Adopt Budget

- 1. Appropriations Resolution
- 2. Tax Levy Resolution
- 3. Resolution Making Appropriations to Nonprofits and Charitable Organization

JULY 2023

Friday, July 7

• Approved Budget remitted to the Comptroller of the Treasury, Office of Local Finance

Friday, July 28

- Approved Budget posted to Internet (pending approval by the Comptroller of the Treasury)
- Letters of Agreement Finalized
- · Certification of Road Revenues
- Printed budget document available for distribution



FINANCE COMMITTEE

Bobby Haun *Chairman*

Thomas Doty *Vice-Chairman*

Chris Cutshaw *Ex-Officio*

Stan Harville *Member*

Peggy Howell Member

Joe Huntsman, Sr. *Member*

Rodney Long *Member*

Mike Reed *Member*

Mike Richardson *Member*

Hamblen County Government FINANCE COMMITTEE

Monday, February 13, 2023

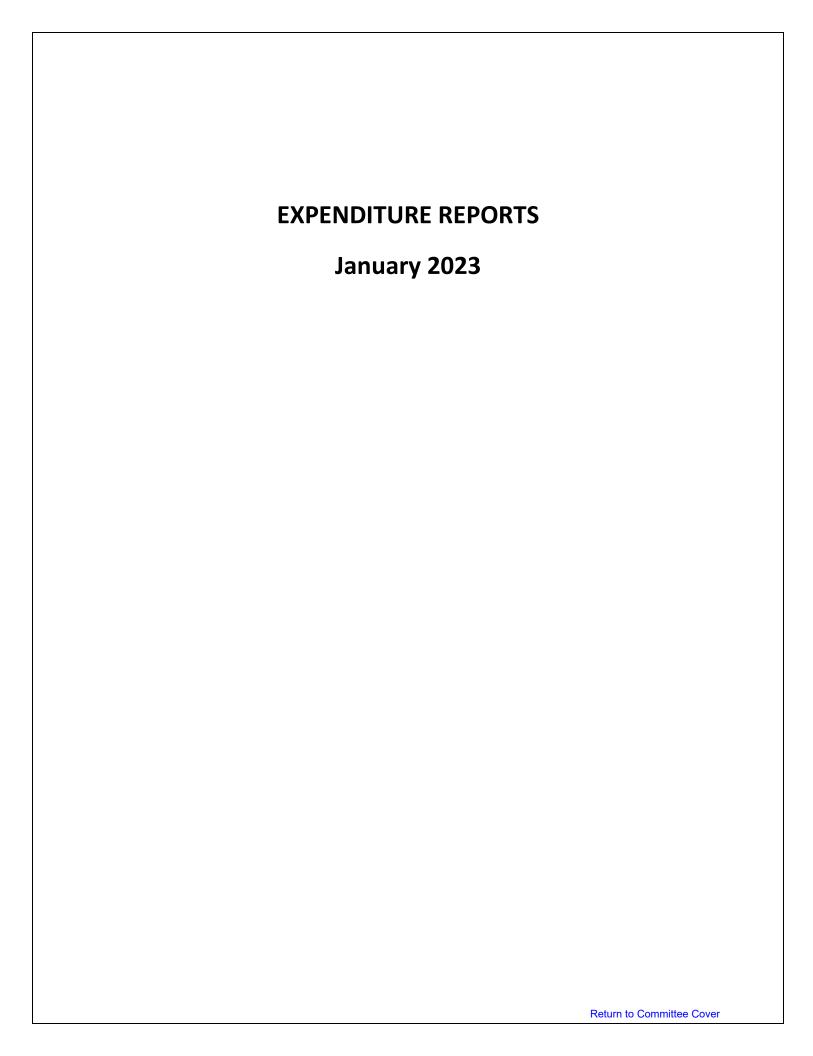
Immediately following the adjournment of the Budget Committee

Large Courtroom – Hamblen County Courthouse

AGENDA

- 1. Call to Order- Chairman Bobby Haun
- 2. Visitors Wishing to Address the Committee About Agenda Items Only Chairman Bobby Haun (Visitors will be allotted 5 minutes to speak)
- 3. Recurring Business Chairman Bobby Haun
 - a. Expenditure Reports January 2023 (Information Only-No Action Necessary)
 - b. Review/Acceptance of Monthly Checks January 2023 (Submitted by the County Mayor's Office)
- 4. Old Business Chairman Bobby Haun
 - a. None
- 5. New Business Chairman Bobby Haun
 - a. Grant Contract Between the State of Tennessee Department of Health and Hamblen County Government-County Mayor Bill Brittain
 - b. Purchase Agreement for Oak Tree Plaza-Contract for Sale-County Mayor Bill Brittain
 - c. Contract with Barber McMurry Architects, LLC for Health Department Project-County Mayor Bill Brittain
 - d. Resolution 23-__ Resolution Authorizing the Termination of an Interest Rate Swap Agreement - Chris Bessler, Cumberland Securities
 - e. Request for Funds Appropriated from the ENDO PHARMACUTICAL OPIOID SETTLEMENT from the 3rd Judicial Recovery Support Services, Inc.-Shahin Assadnia, MD, Penny Knight, and Don Baird -Officers of the 3rd Judicial Recovery Support Services, Inc.
 - f. Resolution 23-__- Resolution to Apply for ELC Grant for Confinement Facilities (Jails)- *County Mayor Bill Brittain*
 - g. Resolution 23-__- A Resolution Approving and Adopting a Court Cost to Defray Costs Incurred by the Public Defender's Office- *Todd Estep*, *Public Defender*
 - h. Budget Amendments-Finance Director-Amanda Hale
 - i. Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20-HCBOE Business Supervisor Traci Antrican
 - ii. Hamblen County Board of Education Budget Amendment #3-School Nutrition Program Increase of \$15,976.95- HCBOE Business Supervisor Traci Antrican
 - iii. Fund #101 County Commission \$3,000
 - iv. Fund #116 Garbage/Sanitation Department \$50,000
 - v. Fund # 122 Drug Control Fund \$7,200
 - vi. Fund #128 Drug Use Abatement Fund \$500,000

- 6. Items of Interest (No Action Necessary) Chairman Bobby Haun
 - a. Planning Commission Building Permit Report- January 2023
 - b. County Attorney Invoices January 2023
 - c. Budget Amendments
 - i. Fund #101 Accounting and Budgeting \$400
 - ii. Fund #101 Chancery Court \$1,200
 - iii. Fund #101 Chancery Court \$100
 - iv. Fund #101 Courtroom Security \$2,000
 - v. Fund #101 Courtroom Security \$600
 - vi. Fund #101 County Commission \$1,800
 - vii. Fund #101 County Mayor \$600
 - viii. Fund #101 Jail \$1,500
 - ix. Fund #101 Property Assessor's Office \$250
 - d. Trustee Report- January 1, 2023 January 31, 2023
 - e. Morristown-Hamblen Emergency Medical Service-Letter of Appreciation
- 6. Adjournment Chairman Bobby Haun



January 2022-2023

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected: 101

101 General Fund

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
51100 County Commission	199,814.00	5,250.00	205,064.00	14,345.60	102,101.99	26,036.00	76,926.01	37.51%
51210 Board Of Equalizaton	5,550.00	0.00	5,550.00	0.00	0.00	0.00	5,550.00	100.00%
51300 County Mayor/Executive	245,361.00	0.00	245,361.00	19,514.13	134,310.53	9,201.64	101,848.83	41.51%
51400 County Attorney	31,303.00	0.00	31,303.00	2,186.89	9,712.85	0.00	21,590.15	68.97%
51500 Election Commission	387,210.00	2,400.00	389,610.00	19,045.56	215,010.21	4,377.59	170,222.20	43.69%
51600 Register Of Deeds	382,449.00	0.00	382,449.00	28,064.77	205,655.69	10,745.98	166,047.33	43.42%
51720 Planning	264,463.00	3,200.00	267,663.00	20,525.52	132,435.01	1,766.11	133,461.88	49.86%
51750 Codes Compliance	61,703.00	0.00	61,703.00	4,782.77	34,035.05	0.00	27,667.95	44.84%
51760 Geographical Information Systems	94,556.00	0.00	94,556.00	4,424.24	29,162.30	0.00	65,393.70	69.16%
51810 Other Facilities	919,606.00	0.00	919,606.00	74,727.51	473,506.19	44,390.11	401,709.70	43.68%
51910 Preservation Of Records	22,250.00	6,580.00	28,830.00	1,335.98	15,798.14	2,930.14	10,101.72	35.04%
52100 Accounting And Budgeting	524,677.00	0.00	524,677.00	33,709.70	248,424.90	2,033.97	274,218.13	52.26%
52300 Property Assessor's Office	377,604.00	0.00	377,604.00	28,078.93	190,967.45	18,984.60	167,651.95	44.40%
52310 Reappraisal Program	160,890.00	0.00	160,890.00	3,944.38	28,653.17	7,007.02	125,229.81	77.84%
52400 County Trustee's Office	398,117.00	5,000.00	403,117.00	29,188.20	230,073.88	2,019.13	171,023.99	42.43%
52500 County Clerk's Office	733,909.00	10,000.00	743,909.00	48,056.59	351,424.34	3,872.66	388,612.00	52.24%
52600 Data Processing	157,436.00	0.00	157,436.00	8,979.30	87,087.39	21,088.73	49,259.88	31.29%
52900 Other Finance	342,614.00	0.00	342,614.00	26,506.38	175,432.85	12,778.51	154,402.64	45.07%
53100 Circuit Court	988,337.00	0.00	988,337.00	75,527.96	510,441.49	9,058.21	468,837.30	47.44%
53300 General Sessions Court	658,905.00	2,000.00	660,905.00	50,031.01	327,513.70	1,348.30	332,043.00	50.24%
53330 Drug Court	144,829.00	0.00	144,829.00	12,247.27	74,129.95	543.95	70,155.10	48.44%
53400 Chancery Court	399,992.00	3,957.00	403,949.00	30,002.89	220,690.70	11,566.59	171,691.71	42.50%
53500 Juvenile Court	394,053.00	0.00	394,053.00	27,521.41	179,263.74	3,608.74	211,180.52	53.59%
53920 Courtroom Security	960,122.00	0.00	960,122.00	61,312.01	415,864.75	10,171.64	534,085.61	55.63%

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January 2022-2023

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected: 101

101 General Fund

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
53930 Victim Assistance Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
54110 Sheriff's Department	3,810,581.00	-1,189.40	3,809,391.60	261,227.48	1,853,534.46	251,573.76	1,704,283.38	44.74%
54160 Administration Of The Sexual Offender	6,000.00	0.00	6,000.00	250.00	1,641.66	0.00	4,358.34	72.64%
54210 Jail	4,904,599.00	0.00	4,904,599.00	397,764.92	2,413,733.88	498,610.87	1,992,254.25	40.62%
54220 Workhouse	107,725.00	0.00	107,725.00	8,482.14	56,975.26	0.00	50,749.74	47.11%
54250 Work Release Program	332,560.00	0.00	332,560.00	15,877.93	118,588.07	3,397.25	210,574.68	63.32%
54310 Fire Prevention And Control	300,000.00	0.00	300,000.00	0.00	150,000.00	0.00	150,000.00	50.00%
54410 Civil Defense	118,289.00	0.00	118,289.00	8,319.64	59,044.22	1,759.35	57,485.43	48.60%
54490 Other Emergency Management	187,789.00	0.00	187,789.00	46,947.25	140,841.75	0.00	46,947.25	25.00%
54510 Inspection And Regulation	6,844.00	0.00	6,844.00	484.44	3,391.08	368.50	3,084.42	45.07%
54610 County Coroner/Medical Examiner	197,840.00	0.00	197,840.00	16,763.33	88,982.43	23,277.94	85,579.63	43.26%
54900 Other Public Safety	26,651.00	0.00	26,651.00	0.00	22,047.04	0.00	4,603.96	17.27%
55110 Local Health Center	885,067.00	0.00	885,067.00	47,495.23	341,878.53	11,635.81	531,552.66	60.06%
55120 Rabies And Animal Control	380,032.00	0.00	380,032.00	30,370.59	208,755.28	1,710.93	169,565.79	44.62%
55140 Nursing Home	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00	0.00	0.00%
55170 Alcohol And Drug Programs	5,500.00	0.00	5,500.00	0.00	0.00	0.00	5,500.00	100.00%
55390 Appropriation To State	115,233.00	0.00	115,233.00	0.00	0.00	0.00	115,233.00	100.00%
55520 Aid To Dependent Children	10,000.00	0.00	10,000.00	0.00	5,000.00	0.00	5,000.00	50.00%
55590 Other Local Welfare Services	27,500.00	0.00	27,500.00	0.00	12,500.00	0.00	15,000.00	54.55%
55710 Sanitation Management	19,000.00	0.00	19,000.00	9,439.20	9,954.20	0.00	9,045.80	47.61%
55900 Other Public Health And Welfare	95,000.00	0.00	95,000.00	0.00	44,223.90	0.00	50,776.10	53.45%
56100 Adult Activities	11,600.00	0.00	11,600.00	0.00	5,800.00	0.00	5,800.00	50.00%
56300 Senior Citizens Assistance	6,500.00	0.00	6,500.00	0.00	6,500.00	0.00	0.00	0.00%
56500 Libraries	329,500.00	0.00	329,500.00	77,850.00	233,550.00	0.00	95,950.00	29.12%

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January 2022-2023

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected: 101

101 General Fund

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
56700 Parks And Fair Boards	333,138.00	0.00	333,138.00	20,135.06	168,324.37	7,021.45	157,792.18	47.37%
56900 Other Social, Cultural And Recreational	351,000.00	0.00	351,000.00	0.00	193,500.00	0.00	157,500.00	44.87%
57100 Agricultural Extension Service	179,893.00	3,843.00	183,736.00	48,485.19	91,637.64	0.00	92,098.36	50.13%
57300 Forest Service	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	0.00	0.00%
57500 Soil Conservation	54,458.00	0.00	54,458.00	4,343.70	28,904.50	0.00	25,553.50	46.92%
57800 Storm Water Management	35,460.00	0.00	35,460.00	2,134.73	6,421.87	6,271.74	22,766.39	64.20%
58110 Tourism	54,700.00	0.00	54,700.00	0.00	38,858.39	0.00	15,841.61	28.96%
58120 Industrial Development	641,000.00	0.00	641,000.00	0.00	50,500.00	0.00	590,500.00	92.12%
58300 Veterans' Services	35,380.00	0.00	35,380.00	2,649.12	18,588.58	314.99	16,476.43	46.57%
58600 Employee Benefits	709,785.00	-5,000.00	704,785.00	193.97	566,780.72	0.00	138,004.28	19.58%
58900 Miscellaneous	305,404.00	0.00	305,404.00	12,636.00	146,857.90	0.00	158,546.10	51.91%
73300 Community Services	6,000.00	0.00	6,000.00	0.00	5,000.00	0.00	1,000.00	16.67%
91110 General Administration Projects	255,000.00	418,050.00	673,050.00	0.00	130,331.10	464,675.49	78,043.41	11.60%
91120 Administration Of Justice Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
91130 Public Safety Projects	174,557.00	71,678.00	246,235.00	0.00	0.00	190,489.80	55,745.20	22.64%
91140 Public Health And Welfare Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
91150 Social, Cultural And Recreation Projects	0.00	25,175.00	25,175.00	0.00	15,500.00	0.00	9,675.00	38.43%
91190 Other General Government Proje	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
91200 Highway And Street Capital Projects	0.00	350,000.00	350,000.00	0.00	0.00	0.00	350,000.00	100.00%
99100 Transfers Out	211,400.00	650,000.00	861,400.00	-81,241.27	861,400.00	0.00		
General Fund #(101)	24,092,735.00	1,550,943.60	25,643,678.60	1,554,667.65	12,497,243.10	1,664,637.50	11,481,798.00	44.77%

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January 2022-2023

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

116

116 Sanitation

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
55710 Sanitation Management	3,619,571.00	241,309.15	3,860,880.15	228,744.84	1,638,438.24	359,658.23	1,862,783.68	48.25%
99100 Transfers Out	20,100.00	0.00	20,100.00	0.00	20,100.00	0.00	0.00	0.00%
Solid Waste/Sanitation Fund #(116)	3,639,671.00	241,309.15	3,880,980.15	228,744.84	1,658,538.24	359,658.23	1,862,783.68	48.00%

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January 2022-2023

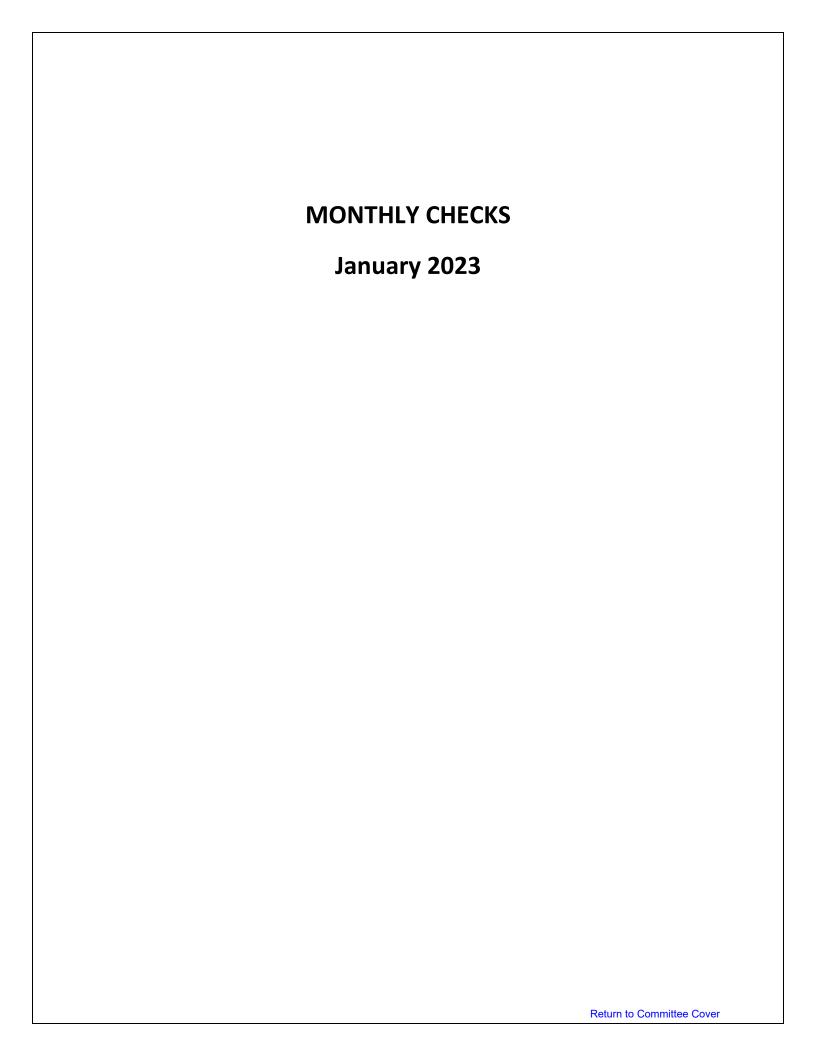
HAMBLEN COUNTY ACCOUNTS & BUDGETS 131 Highway

Fund(s) Selected:

131

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
61000 Administration	471,522.00	0.00	471,522.00	29,399.18	274,747.56	10,206.53	186,567.91	39.57%
62000 Highway And Bridge Maintenance	1,977,365.00	75,000.00	2,052,365.00	170,116.54	998,462.21	102,140.98	951,761.81	46.37%
63100 Operation And Maintenance Of Equipment	453,679.00	64,000.00	517,679.00	25,980.70	236,927.34	122,894.77	157,856.89	30.49%
66000 Employee Benefits	24,725.00	0.00	24,725.00	0.00	14,719.00	0.00	10,006.00	40.47%
68000 Capital Outlay	1,103,000.00	186,433.75	1,289,433.75	105,414.15	952,982.09	1,995.00	334,456.66	25.94%
99100 Transfers Out	28,500.00	0.00	28,500.00	0.00	28,500.00	0.00	0.00	0.00%
Highway/Public Works Fund (#131)	4,058,791.00	325,433.75	4,384,224.75	330,910.57	2,506,338.20	237,237.28	1,640,649.27	37.42%

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COMMISSION APPROVAL LISTING

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	eral Fund #(101)				HEAVE STORY	
51100	169	Part-Time Personnel	01/12/2023	1010275606	Steven Landon Holt	- No. 1 - No.	495.00
51100	341	Pauper Burials	01/19/2023		Westside Chapel Funeral Home		1,000.00
51100	599	Other Charges	01/05/2023		TN County Services Association		200.00
51100	599	Other Charges Other Charges	01/12/2023		Citizen Tribune		252.54
51100	555	County Commission	0171212020	101021000	Check Count: 4	Total:	1,947.54
51300	307	Communication	01/12/2023	1010275640	Verizon Wireless		35.50
51300	307	Communication	01/19/2023	1010275642	AT&T		90.00
51300	307	Communication	01/19/2023	1010275647	Century Link/Business Services		16.03
51300	355	Travel	01/05/2023	1010275561	Fuelman		97.86
51300	355	Travel	01/05/2023	1010275579	TN County Services Association		100.00
51300	355	Travel	01/12/2023	9101000216	William H Brittain		108.75
51300	435	Office Supplies	01/12/2023	1010275598	Evans Office Supply Co		1,099.00
51300	599	Other Charges	01/12/2023	1010275593	Citizen Tribune		55.76
51300	599	Other Charges	01/12/2023	1010275625	South Marketing Group		650.00
51300	599	Other Charges	01/19/2023	1010275652	English Mountain Spring Water		14.00
51300	599	Other Charges	01/19/2023	1010275657	HomeTrust Bank	- <u></u>	112.34
51300		County Mayor/Executive			Check Count: 11	Total:	2,379.24
51400	331	Legal Services	01/26/2023	1010275738	Capps & Byrd LLP		632.75
51400	331	Legal Services	01/26/2023	1010275741	Citizen Tribune		1,446.48
51400		County Attorney			Check Count: 2	Total:	2,079.23
51500	307	Communication	01/19/2023	1010275642	AT&T		21.79
51500	307	Communication	01/19/2023	1010275647	Century Link/Business Services		3.81
51500	332	Legal Notices, Recording And Court Costs	01/12/2023	1010275593	Citizen Tribune		360.72
51500	355	Travel	01/19/2023	1010275657	HomeTrust Bank		347.46

COMMISSION APPROVAL LISTING

Date/Time:

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	-	Name	Date —————	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
51500		Election Commission			Check Count: 4	Total:	733.78
51600	307	Communication	01/19/2023	1010275647	Century Link/Business Services		0.57
51600	435	Office Supplies	01/05/2023	1010275549	Acme Printing Company, Inc		116.74
51600	709	Data Processing Equipment	01/19/2023	1010275645	Business Information Systems		3.00
51600		Register Of Deeds			Check Count: 3	Total:	120.31
51720	307	Communication	01/12/2023	1010275640	Verizon Wireless		182.30
51720	307	Communication	01/19/2023	1010275647	Century Link/Business Services		3.94
51720	331	Legal Services	01/26/2023	1010275738	Capps & Byrd LLP		367.50
51720	332	Legal Notices, Recording And Court Costs	01/12/2023	1010275593	Citizen Tribune		137.76
51720	349	Printing, Stationery And Forms	01/05/2023	1010275568	Morristown Signs, Inc		535.00
51720	425	Gasoline	01/05/2023	1010275561	Fuelman		55.55
51720	435	Office Supplies	01/12/2023	1010275598	Evans Office Supply Co		169.60
51720		Planning			Check Count: 7	Total:	1,451.65
51810	307	Communication	01/12/2023	1010275628	Telecom Audit Group LLC		1,107.78
51810	307	Communication	01/12/2023	1010275640	Verizon Wireless		216.45
51810	307	Communication	01/19/2023	1010275642	AT&T		486.75
51810	307	Communication	01/19/2023	1010275643	AT&T		660.53
51810	334	Maintenance Agreements	01/12/2023	1010275613	Murrell Burglar Alarm Co Inc		116.00
51810	334	Maintenance Agreements	01/12/2023	1010275638	United Elevator Services LLC		2,017.45
51810	335	Maintenance And Repair Service - Buildings	01/12/2023	1010275611	Lowe's		323.06
51810	335	Maintenance And Repair Service - Buildings	01/12/2023	1010275627	T.E.G. Enterprises, Inc		285.00
51810	335	Maintenance And Repair Service - Buildings	01/19/2023	1010275657	HomeTrust Bank		164.15
51810	335	Maintenance And Repair Service - Buildings	01/26/2023	1010275746	Electrical Technology Recycling		133.84
51810	338	Maintenance And Repair Services - Vehicles	01/05/2023	1010275573	Porter's Tire Store Inc.		15.95
51810	399	Other Contracted Services	01/19/2023	1010275652	English Mountain Spring Water		28.50

COMMISSION APPROVAL LISTING

Amount Paid Date Check Nbr Description **ACCT OB Name** Fund: General Fund #(101) 3.858.58 1010275565 Kelsan Inc 01/05/2023 **Custodial Supplies** 51810 410 243.07 1010275637 Unifirst 01/12/2023 410 **Custodial Supplies** 51810 105.00 1010275659 Morristown Utilities 01/19/2023 51810 415 Electricity 24,527.00 1010275759 Morristown Utilities 01/26/2023 51810 415 Electricity 746.06 01/26/2023 1220002903 Morristown Utilities 51810 415 Electricity 291.25 01/05/2023 1010275561 Fuelman 425 Gasoline 51810 5,633.84 1010275735 Atmos Energy 01/26/2023 51810 Natural Gas 242.45 1010275637 Unifirst 01/12/2023 451 Uniforms 51810 432.23 1010275611 Lowe's 01/12/2023 717 Maintenance Equipment 51810 41,634.94 19 Total: **Check Count:** Other Facilities 51810 175.00 01/26/2023 1010275756 Lakeway HR Mgmt Assn 52100 320 **Dues And Memberships** 297.57 1010275549 Acme Printing Company, Inc. 01/05/2023 52100 435 Office Supplies 476.42 1010275598 Evans Office Supply Co 01/12/2023 52100 Office Supplies 56.95 1010275657 HomeTrust Bank 01/19/2023 52100 Office Supplies 514.00 1010275762 NELCO 01/26/2023 52100 435 Office Supplies 1,519.94 Total: **Check Count: Accounting And Budgeting** 52100 2.62 01/19/2023 1010275647 Century Link/Business Services 52300 307 Communication 116.82 1010275561 Fuelman 01/05/2023 52300 425 Gasoline 15.96 1010275598 Evans Office Supply Co 01/12/2023 52300 435 Office Supplies 22.00 1010275652 English Mountain Spring Water 01/19/2023 52300 435 Office Supplies 157.40 **Check Count:** Total: 52300 **Property Assessor's Office** 0.05 1010275647 Century Link/Business Services 01/19/2023 52400 307 Communication 150.00 1010275669 TN County Trustees' Association 01/19/2023 355 Travel 52400 15.00 1010275652 English Mountain Spring Water 01/19/2023

52400

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Office Supplies

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	eral Fund #(101)				2,345	
52400		County Trustee's Office			Check Count: 3	Total:	165.05
52500	307	Communication	01/12/2023	1010275640	Verizon Wireless		50.20
52500	307	Communication	01/19/2023	1010275642	AT&T		-21.06
52500	307	Communication	01/19/2023	1010275647	Century Link/Business Services		8.75
52500	349	Printing, Stationery And Forms	01/05/2023	1010275549	Acme Printing Company, Inc		117.00
52500	349	Printing, Stationery And Forms	01/12/2023	1010275598	Evans Office Supply Co		23.95
52500	355	Travel	01/12/2023	1010275634	TN State Association of County Clerks		200.00
52500	355	Travel	01/26/2023	1010275770	TN State Association of County Clerks		200.00
52500	435	Office Supplies	01/12/2023	1010275598	Evans Office Supply Co		129.95
52500	435	Office Supplies	01/19/2023	1010275652	English Mountain Spring Water		36.00
52500	709	Data Processing Equipment	01/12/2023	1010275591	Business Information Systems		1,350.00
52500	709	Data Processing Equipment	01/26/2023	1010275737	Business Information Systems		800.00
52500		County Clerk's Office			Check Count: 10	Total:	2,894.79
52600	307	Communication	01/12/2023	1010275640	Verizon Wireless		25.70
52600	312	Contracts With Private Agencies	01/12/2023	1010275614	MUS Fibernet		358.98
52600	317	Data Processing Services	01/05/2023	1010275582	Robert Tucker		89.99
52600	317	Data Processing Services	01/12/2023	1010275614	MUS Fibernet		683.20
52600	317	Data Processing Services	01/26/2023	1010275750	GovConnection, Inc.		1,815.79
52600	709	Data Processing Equipment	01/19/2023	1010275657	HomeTrust Bank		64.00
52600	709	Data Processing Equipment	01/26/2023	1010275739	CDW Government, Inc		20.82
52600		Data Processing			Check Count: 6	Total:	3,058.48
52900	307	Communication	01/19/2023	1010275642	AT&T		81.99
52900	307	Communication	01/19/2023	1010275647	Century Link/Business Services		2.37
52900	317	Data Processing Services	01/12/2023	1010275614	MUS Fibernet		115.26
52900	330	Operating Lease Payments	01/12/2023	1010275623	Mark Sawyer		2,100.00

Amount Paid Check Nbr Description ACCT Date ОВ Name Fund: General Fund #(101) 27.00 1010275655 Fish Window Cleaning 01/19/2023 Maintenance And Repair Service - Buildings 52900 27.50 01/12/2023 1010275622 Quality Waste 52900 351 Rentals 1,007.00 1010275659 Morristown Utilities 01/19/2023 52900 415 Electricity 116.97 1010275598 Evans Office Supply Co 01/12/2023 52900 435 Office Supplies 8.00 01/19/2023 1010275652 English Mountain Spring Water Office Supplies 52900 435 145.41 1010275657 HomeTrust Bank 01/19/2023 52900 Office Supplies 435 Total: 3,631.50 Check Count: 10 52900 Other Finance 20.00 01/19/2023 1010275673 Jessica Anderson Jury And Witness Expense 53100 194 20.00 1010275674 Lisa Archer 01/19/2023 53100 194 Jury And Witness Expense 20.00 1010275675 Ashley Ball 01/19/2023 53100 Jury And Witness Expense 20.00 1010275676 Robert Bernie 01/19/2023 Jury And Witness Expense 53100 194 20.00 1010275677 Samuel Bible 01/19/2023 Jury And Witness Expense 53100 194 20.00 01/19/2023 1010275678 Jonathan Blair Jury And Witness Expense 53100 194 40.00 1010275679 Barbara Buckles 01/19/2023 53100 Jury And Witness Expense 194 20.00 1010275680 Allison Carpenter 01/19/2023 53100 194 Jury And Witness Expense 60.00 1010275681 Rickie Cline 01/19/2023 Jury And Witness Expense 53100 194 20.00 1010275682 Perry Cook 01/19/2023 194 Jury And Witness Expense 53100 20.00 01/19/2023 1010275683 David Covington Jury And Witness Expense 53100 194 20.00 01/19/2023 1010275684 Tammy Marie Dalton Jury And Witness Expense 53100 194 60.00 1010275685 Daniel Greene 01/19/2023 Jury And Witness Expense 53100 194 20.00 1010275686 Debbie Gregg 01/19/2023 53100 194 Jury And Witness Expense 20.00 1010275687 Kimberly Harris 01/19/2023 53100 194 Jury And Witness Expense 20.00 1010275688 Shelby Jean Haycraft 01/19/2023 Jury And Witness Expense 53100 194 20.00 01/19/2023 1010275689 Susie Hayes Jury And Witness Expense 53100 194 20.00 1010275690 Sierra Haywood 01/19/2023

1010275691 Caroline Helton

01/19/2023

Jury And Witness Expense

Jury And Witness Expense

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ACCT	ОВ	Name	Date	Check Nbr	Description	Amount Paid
u Sunagen	Na Marine			St. And One of		
Fund:	E 45-47	eral Fund #(101)		1010075000		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275692		60.00
53100	194	Jury And Witness Expense	01/19/2023		Elijah Hodge	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275694	-	20.00
53100	194	Jury And Witness Expense	01/19/2023		Traci Viola Jefferson	
53100	194	Jury And Witness Expense	01/19/2023		Edward Jones	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275697	Stacey Marie Jones	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275698	Abdul Kahn	20.00
53100	194	Jury And Witness Expense	01/19/2023		Jason Lemka	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275700	Kenneth Lemka	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275701	Charles Lindsey	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275702	Whitney Luttrell	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275703	Tammy McBride	60.00
53100	194	Jury And Witness Expense	01/19/2023	1010275704	Sharon McDavid	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275705	Robert Lynn McKinney	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275706	Patricia Nash	60.00
53100	194	Jury And Witness Expense	01/19/2023	1010275707	Alejandro Newman	60.00
53100	194	Jury And Witness Expense	01/19/2023	1010275708	Jeffrey Noe	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275709	Anne Orzechowski	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275710	Laverna Pate	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275711	Priteshkumar Patel	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275712	Calvin Pennala	60.00
53100	194	Jury And Witness Expense	01/19/2023	1010275713	David Wayne Purkey	25.00
53100	194	Jury And Witness Expense	01/19/2023	1010275714	Donna Purkey	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275715	Rita Z Purkey	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275716	Kathy Ramsey	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275717		60.00
53100	194	Jury And Witness Expense	01/19/2023	1010275718	Lowell Richards	20.00

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Amount Paid Check Nbr Description Date ACCT OB Name Fund: General Fund #(101) 60.00 1010275719 Birdie Russell 01/19/2023 Jury And Witness Expense 53100 194 60.00 1010275720 Mark Seahorn 01/19/2023 194 Jury And Witness Expense 53100 20.00 1010275721 Jennifer Sebastian 01/19/2023 53100 194 Jury And Witness Expense 20.00 01/19/2023 1010275722 Debra Smith 53100 194 Jury And Witness Expense 20.00 1010275723 Mary Sorenson 01/19/2023 Jury And Witness Expense 53100 194 20.00 1010275724 Paul Stump 01/19/2023 Jury And Witness Expense 53100 194 20.00 01/19/2023 1010275725 Jean Ann Trent 53100 194 Jury And Witness Expense 20.00 01/19/2023 1010275726 Laura Trent Jury And Witness Expense 53100 194 60.00 1010275727 Edwina Waldo 01/19/2023 Jury And Witness Expense 53100 194 60.00 1010275728 Donald Walker 01/19/2023 53100 194 Jury And Witness Expense 20.00 1010275729 Michael Winstead Jury And Witness Expense 01/19/2023 53100 194 20.00 1010275730 Ronnie J Witt Jury And Witness Expense 01/19/2023 53100 194 20.00 1010275731 Brett Younger 53100 Jury And Witness Expense 01/19/2023 194 23.00 1010275640 Verizon Wireless 01/12/2023 53100 307 Communication 38.73 01/19/2023 1010275642 AT&T 307 Communication 53100 7.32 1010275647 Century Link/Business Services 01/19/2023 53100 307 Communication 62.32 1010275648 Citizen Tribune 01/19/2023 Legal Notices, Recording And Court Costs 53100 332 2.790.00 1010275574 R Chatfield Co, Inc 01/05/2023 53100 349 Printing, Stationery And Forms 1.711.79 1010275595 County Record Services, LLC 01/12/2023 53100 349 Printing, Stationery And Forms 2.250.00 1010275749 Gottlieb & Wertz, Inc. 01/26/2023 Other Contracted Services 53100 399 405.52 01/12/2023 1010275598 Evans Office Supply Co Office Supplies 53100 435 102.45 1010275657 HomeTrust Bank 01/19/2023 Office Supplies 53100 435 264.00 01/19/2023 1010275663 Schwaab Inc 53100 435 Office Supplies 9,340.13 Total: Check Count: **Circuit Court** 53100 2.60 1010275647 Century Link/Business Services 01/19/2023 53300 307 Communication 180.00 1010275767 TN Council of Juvenile and Family Court Judges

01/26/2023

53300

320 Dues And Memberships

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	eral Fund #(101)					
53300	320	Dues And Memberships	01/26/2023	1010275769	TN General Sessions Judges Conference		75.00
53300	399	Other Contracted Services	01/19/2023	1010275668	TDMHSAS		800.00
53300	435	Office Supplies	01/19/2023	1010275652	English Mountain Spring Water		22.00
53300		General Sessions Court			Check Count: 5	Total:	1,079.60
53330	307	Communication	01/12/2023	1010275618	One Step Software Inc.		100.00
53330	307	Communication	01/12/2023	1010275640	Verizon Wireless		107.65
53330	307	Communication	01/19/2023	1010275642	AT&T		147.52
53330	322	Evaluation And Testing	01/12/2023	1010275608	Joyful Life Counselling, LLC		1,800.00
53330	355	Travel	01/19/2023	1010275657	HomeTrust Bank		466.40
53330	368	Drug Treatment	01/19/2023	1010275644	Bridge to Shore Recovery		280.00
53330		Drug Court		<u>1:</u>	Check Count: 6	Total:	2,901.57
53400	307	Communication	01/19/2023	1010275642	AT&T		21.79
53400	307	Communication	01/19/2023	1010275647	Century Link/Business Services		6.70
53400	334	Maintenance Agreements	01/19/2023	1010275666	Sturgis Web Services		1,050.00
53400	334	Maintenance Agreements	01/26/2023	1010275766	Sturgis Web Services		1,050.00
53400	355	Travel	01/19/2023	9101000218	Teresa H Carey		56.25
53400	435	Office Supplies	01/19/2023	1010275652	English Mountain Spring Water		15.00
53400		Chancery Court			Check Count: 6	Total:	2,199.74
53500	307	Communication	01/12/2023	1010275640	Verizon Wireless		116.55
53500	307	Communication	01/19/2023	1010275647	Century Link/Business Services		1.11
53500	422	Food Supplies	01/19/2023	1010275652	English Mountain Spring Water		27.50
53500	435	Office Supplies	01/26/2023	1010275749	Gottlieb & Wertz, Inc.		2,250.00
53500	435	Office Supplies	01/26/2023	1010275763	Orbis Partners, LLC	-	585.00
53500		Juvenile Court			Check Count: 5	Total:	2,980.16

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ACCT	ОВ	Name	Date	Check Nbr	Description	Amount Paid
Fund:	Gene	ral Fund #(101)	COLUMN TO SERVE			
53920	322	Evaluation And Testing	01/19/2023	1010275660	Mountain Crest Psychological Clinic	250.00
53920	451	Uniforms	01/12/2023	1010275636	TruBlu Tactical Police Supply	239.96
53920	451	Uniforms	01/19/2023	1010275670	TruBlu Tactical Police Supply	239.96
53920	524	In Service/Staff Development	01/12/2023	1010275604	Hillbilly's Cabin Restaurant	3,000.00
53920	716	Law Enforcement Equipment	01/26/2023	1010275748	Galls, LLC	87.00
53920	7 10	Courtroom Security			Check Count: 5 Total:	3,816.92
54110	307	Communication	01/12/2023	1010275640	Verizon Wireless	1,915.98
54110	307	Communication	01/19/2023	1010275642	AT&T	240.04
54110	307	Communication	01/19/2023	1010275647	Century Link/Business Services	56.75
54110	307	Communication	01/26/2023	1010275734	AT& Mobility	376.29
54110	320	Dues And Memberships	01/05/2023	1010275570	National Sheriffs' Association	142.00
54110	338	Maintenance And Repair Services - Vehicles	01/05/2023	1010275560	Kenny Drinnon	916.89
54110	338	Maintenance And Repair Services - Vehicles	01/05/2023	1010275575	Signs And Designs	60.00
54110	338	Maintenance And Repair Services - Vehicles	01/05/2023	1010275589	Xtreme Towing & Automotive Collision Center	2,067.61
54110	338	Maintenance And Repair Services - Vehicles	01/19/2023	1010275646	Joshua David Garrison	540.00
54110	338	Maintenance And Repair Services - Vehicles	01/26/2023	1010275732	Access Unlimited	3.00
54110	338	Maintenance And Repair Services - Vehicles	01/26/2023	1010275774	Valvoline, Inc.	345.91
54110	338	Maintenance And Repair Services - Vehicles	01/26/2023	9101000220	Cody M Malone	34.24
54110	348	Postal Charges	01/19/2023	1010275654	Federal Express	13.59
54110	348	Postal Charges	01/19/2023	1010275657	HomeTrust Bank	13.36
54110	351	Rentals	01/12/2023	1010275627	T.E.G. Enterprises, Inc	85.00
54110	355	Travel	01/19/2023	1010275657	HomeTrust Bank	1,495.76
54110	355	Travel	01/26/2023	1010275754	Harold Eddie Hefner	324.50
54110	399	Other Contracted Services	01/12/2023	1010275613	Murrell Burglar Alarm Co Inc	29.00
54110	399	Other Contracted Services	01/12/2023	1010275635	Transunion Risk & Alternative	97.60
54110	425	Gasoline	01/05/2023	1010275561	Fuelman	9,526.58

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
54110	431	Law Enforcement Supplies	01/05/2023	1010275587	Walmart Community BRC		89.00
54110	431	Law Enforcement Supplies	01/19/2023	1010275657	HomeTrust Bank		316.40
54110	431	Law Enforcement Supplies	01/26/2023	1010275757	Law Enforcement Systems, Inc		125.00
54110	433	Lubricants	01/26/2023	1010275774	Valvoline, Inc.		240.51
54110	435	Office Supplies	01/12/2023	1010275598	Evans Office Supply Co		479.00
54110	435	Office Supplies	01/19/2023	1010275657	HomeTrust Bank		654.62
54110	450	Tires And Tubes	01/05/2023	1010275551	Airport Tire		1,368.95
54110	451	Uniforms	01/12/2023	1010275600	Galls, LLC		410.29
54110	451	Uniforms	01/26/2023	1010275748	Galls, LLC		64.95
54110	499	Other Supplies And Materials	01/19/2023	1010275657	HomeTrust Bank		76.50
54110	599	Other Charges	01/19/2023	1010275652	English Mountain Spring Water		14.00
54110	599	Other Charges	01/19/2023	1010275664	Shred-It		42.00
54110	599	Other Charges	01/26/2023	1010275740	Cherokee Boat Dock LLC		100.00
54110	599	Other Charges	01/26/2023	1010275752	Hamblen County Clerk		6.50
54110	599	Other Charges	01/26/2023	1010275753	Hamblen County Sheriff's Dept	9-	1,000.00
54110		Sheriff's Department			Check Count: 30	Total:	23,271.82
54160	309	Contracts With Government Agencies	01/05/2023	1010275578	TN Bureau Of Investigation		250.00
54160		Administration Of The Sexual Offender			Check Count: 1	Total:	250.00
54210	322	Evaluation And Testing	01/26/2023	1010275761	Mountain Crest Psychological Clinic		250.00
54210	334	Maintenance Agreements	01/26/2023	1010275764	South Western Comm, Inc		4,780.00
54210	335	Maintenance And Repair Service - Buildings	01/05/2023	1010275559	City Electric Supply		463.00
54210	335	Maintenance And Repair Service - Buildings	01/05/2023	1010275588	Wholesale Supply Group		68.57
54210	335	Maintenance And Repair Service - Buildings	01/12/2023	1010275611	Lowe's		472.75
54210	335	Maintenance And Repair Service - Buildings	01/19/2023	1010275653	Fastenal Company		165.00
54210	335	Maintenance And Repair Service - Buildings	01/19/2023	1010275662	Relief Septic Repair & Service Inc.		900.00
54210	335	Maintenance And Repair Service - Buildings	01/26/2023	1010275743	Darien DeMayo		730.00

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ACCT	ОВ	Name	Date	Check Nbr	Description	Amount Paid
Fund:	Gene	eral Fund #(101)				
54210	336	Maintenance And Repair Services - Equipment	01/05/2023	1010275553	American Detention	983.92
54210	336	Maintenance And Repair Services - Equipment	01/12/2023	1010275620	Powerclean Pressure Washing, LLC	325.00
54210	336	Maintenance And Repair Services - Equipment	01/19/2023	1010275665	Starr Equipment Company Inc	1,516.00
54210	340	Medical And Dental Services	01/05/2023	1010275566	Knoxville Heart Group, Inc.	488.00
54210	340	Medical And Dental Services	01/05/2023	1010275584	University Radiology	840.00
54210	340	Medical And Dental Services	01/05/2023	1010275586	Vista Radiology	685.20
54210	340	Medical And Dental Services	01/12/2023	1010275626	Southern Health Partners	55,328.41
54210	340	Medical And Dental Services	01/19/2023	1010275649	Covenant Medical Group, Inc.	196.00
54210	340	Medical And Dental Services	01/19/2023	1010275650	Emergency Coverage Corporation	2,128.78
54210	340	Medical And Dental Services	01/19/2023	1010275658	Hospital Medicine Services of Tennessee PC	160.66
54210	340	Medical And Dental Services	01/19/2023	1010275671	University Of TN Medical Center	1,114.00
54210	340	Medical And Dental Services	01/26/2023	1010275733	American Esoteric Laboratories	28.50
54210	340	Medical And Dental Services	01/26/2023	1010275744	East TN Center for Orthopaedic Excellence	1,276.53
54210	340	Medical And Dental Services	01/26/2023	1010275745	East TN Spine & Orthopaedic Specialists	810.02
54210	340	Medical And Dental Services	01/26/2023	1010275747	Emergency Coverage Corporation	171.67
54210	340	Medical And Dental Services	01/26/2023	1010275755	Knoxville Heart Group, Inc.	131.26
54210	340	Medical And Dental Services	01/26/2023	1010275758	Mobile Images Acquisition LLC	1,860.00
54210	340	Medical And Dental Services	01/26/2023	1010275760	Morristown-Hamblen Hospital	29,436.16
54210	340	Medical And Dental Services	01/26/2023	1010275765	Southeastern Emergency Physicians	610.50
54210	340	Medical And Dental Services	01/26/2023	1010275771	University Anesthesiologists	975.00
54210	340	Medical And Dental Services	01/26/2023	1010275772	University Of TN Medical Center	19,063.24
54210	340	Medical And Dental Services	01/26/2023	1010275773	University Radiology	721.50
54210	340	Medical And Dental Services	01/26/2023	1010275775	Vista Radiology	222.60
54210	351	Rentals	01/12/2023	1010275627	T.E.G. Enterprises, Inc	150.00
54210	410	Custodial Supplies	01/05/2023	1010275558	Chem Clean Systems LLC	3,039.66
54210	410	Custodial Supplies	01/05/2023	1010275565	Kelsan Inc	7,546.35
54210	410	Custodial Supplies	01/12/2023	1010275622	Quality Waste	258.50

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	eral Fund #(101)	Mark The				
54210	422	Food Supplies	01/05/2023	1010275581	Trinity Services Group, Inc.		36,070.73
54210	422	Food Supplies	01/05/2023	1010275587	Walmart Community BRC		281.69
54210	422	Food Supplies	01/12/2023	1010275599	Food City		131.25
54210	441	Prisoners Clothing	01/26/2023	1010275736	Bob Barker Company, Inc		2,575.28
54210	451	Uniforms	01/19/2023	1010275667	Summit Uniform Solutions, Inc.		1,529.71
54210	524	In Service/Staff Development	01/19/2023	1010275656	Todd E Giles		2,775.00
54210	599	Other Charges	01/12/2023	1010275624	Shred-It		28.00
54210	599	Other Charges	01/26/2023	1010275736	Bob Barker Company, Inc		1,679.70
54210	710	Food Service Equipment	01/26/2023	1010275736	Bob Barker Company, Inc		580.57
54210	716	Law Enforcement Equipment	01/19/2023	1010275667	Summit Uniform Solutions, Inc.		201.96
54210	790	Other Equipment	01/19/2023	1010275657	HomeTrust Bank		150.00
54210		Jail			Check Count: 43	Total:	183,900.67
54250	307	Communication	01/12/2023	1010275640	Verizon Wireless		87.40
54250	307	Communication	01/19/2023	1010275647	Century Link/Business Services		6.54
54250	338	Maintenance And Repair Services - Vehicles	01/19/2023	1010275661	NAPA Auto Parts Of Morristown		76.32
54250	399	Other Contracted Services	01/05/2023	1010275576	Stepping Out Ministries		100.00
54250	425	Gasoline	01/05/2023	1010275561	Fuelman		237.73
54250		Work Release Program			Check Count: 5	Total:	507.99
54410	307	Communication	01/05/2023	9101000215	Chris E Bell		56.00
54410	425	Gasoline	01/05/2023	1010275561	Fuelman		265.69
54410	435	Office Supplies	01/12/2023	1010275598	Evans Office Supply Co		141.09
54410	451	Uniforms	01/19/2023	1010275657	HomeTrust Bank		19.97
54410	599	Other Charges	01/12/2023	1010275640	Verizon Wireless		34.00
54410	599	Other Charges	01/19/2023	1010275661	NAPA Auto Parts Of Morristown		4.98
54410		Civil Defense			Check Count: 6	Total:	521.73

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Check Nbr Description Amount Paid

ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Territoria de la constanta de	unation						
Fund:	Gene	eral Fund #(101)					
54490	316	Contributions	01/12/2023	1010275603	Hamblen County E.C.D. / 911		46,947.25
54490		Other Emergency Management			Check Count: 1	Total:	46,947.25
54610	307	Communication	01/12/2023	1010275640	Verizon Wireless		170.00
54610	312	Contracts With Private Agencies	01/05/2023	1010275567	Teresa A. Kreceman		1,000.00
54610	312	Contracts With Private Agencies	01/12/2023	1010275610	Knox County Medical Examiner		9,500.00
54610	399	Other Contracted Services	01/12/2023	1010275596	Eddie Davis		600.00
54610	399	Other Contracted Services	01/12/2023	1010275601	Todd E Giles		225.00
54610	399	Other Contracted Services	01/12/2023	1010275605	Jeffrey E. Holt		675.00
54610	399	Other Contracted Services	01/12/2023	1010275607	Amanda Beth Hopkins		300.00
54610	399	Other Contracted Services	01/12/2023	1010275619	Jimmy W Peoples		765.00
54610	399	Other Contracted Services	01/12/2023	1010275621	David Wayne Purkey		600.00
54610	399	Other Contracted Services	01/12/2023	1010275629	Claude Thompson JR		720.00
54610	399	Other Contracted Services	01/12/2023	1010275630	Tom C Thompson MD		2,208.33
54610		County Coroner/Medical Examiner			Check Count: 11	Total:	16,763.33
55110	307	Communication	01/19/2023	1010275642	AT&T		89.20
55110	307	Communication	01/19/2023	1010275647	Century Link/Business Services		62.73
55110	328	Janitorial Services	01/12/2023	1010275632	TMA Services, LLC		1,500.00
55110	355	Travel	01/12/2023	1010275616	Josefa R Nolasco		37.50
55110	355	Travel	01/12/2023	1010275631	Michelle A Tipton		299.00
55110	355	Travel	01/12/2023	9101000217	Kim Smith		175.25
55110	355	Travel	01/19/2023	9101000219	Irma Stilwell		56.25
55110	435	Office Supplies	01/19/2023	1010275651	English Mountain Coffee		172.00
55110	452	Utilities	01/12/2023	1010275614	MUS Fibernet		41.18
55110	452	Utilities	01/26/2023	1010275735	Atmos Energy		296.61
55110	452	Utilities	01/26/2023	1010275759	Morristown Utilities		1,533.00

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	eral Fund #(101)					
55110		Local Health Center			Check Count: 11	Total:	4,262.72
55120	307	Communication	01/12/2023	1010275640	Verizon Wireless		152.95
55120	312	Contracts With Private Agencies	01/05/2023	1010275569	Morristown-Hamblen Humane Soc		20,000.00
55120	425	Gasoline	01/05/2023	1010275561	Fuelman		426.85
55120	499	Other Supplies And Materials	01/19/2023	1010275657	HomeTrust Bank	-	71.99
55120		Rabies And Animal Control			Check Count: 4	Total:	20,651.79
55710	309	Contracts With Government Agencies	01/05/2023	1010275563	Hamblen County-Morristown Solid Waste		4,939.20
55710	309	Contracts With Government Agencies	01/12/2023	1010275609	Keep M'town Hamblen Beautiful		4,500.00
55710		Sanitation Management			Check Count: 2	Total:	9,439.20
56500	316	Contributions	01/12/2023	1010275612	Morristown-Hamblen Library		77,850.00
56500		Libraries			Check Count: 1	Total:	77,850.00
56700	307	Communication	01/12/2023	1010275614	MUS Fibernet		134.22
56700	307	Communication	01/12/2023	1010275640	Verizon Wireless		28.85
56700	336	Maintenance And Repair Services - Equipment	01/12/2023	1010275611	Lowe's		216.82
56700	410	Custodial Supplies	01/12/2023	1010275622	Quality Waste		258.50
56700	412	Diesel Fuel	01/26/2023	1010275776	Voyager Fleet Systems Inc		140.66
56700	415	Electricity	01/19/2023	1010275641	Appalachian Electric Co-Op		58.66
56700	415	Electricity	01/19/2023	1010275659	Morristown Utilities		6,648.00
56700	425	Gasoline	01/26/2023	1010275776	Voyager Fleet Systems Inc		110.45
56700	451	Uniforms	01/19/2023	1010275657	HomeTrust Bank		85.20
56700	454	Water And Sewer	01/19/2023	1010275659	Morristown Utilities		1,804.00
56700	499	Other Supplies And Materials	01/05/2023	1010275564	Home Depot Credit Services		257.80
56700	599	Other Charges	01/19/2023	1010275652	English Mountain Spring Water		16.00
56700	599	Other Charges	01/26/2023	1010275768	TN Dept Of Transportation		100.00

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Amount Paid	· · · · · · · · · · · · · · · · · · ·		Description	Check Nbr	Date	Name	<u>ов</u>	ACCT
		600 SE SE 1600 P. 21				eral Fund #(101)	Gene	Fund:
9,859.16	Total:	11	Check Count:			Parks And Fair Boards		56700
48,480.65			University Of TN Extension	1010275639	01/12/2023	Salary Supplements	140	57100
4.54		ces	Century Link/Business Service	1010275647	01/19/2023	Communication	307	57100
48,485.19	Total:	2	Check Count:			Agricultural Extension Service		57100
59.99			Robert Tucker	1010275582	01/05/2023	Other Contracted Services	399	57800
2,074.74			ACP International/SA-So	1010275590	01/12/2023	Instructional Supplies And Materials	429	7800
2,134.73	Total:	2	Check Count:			Storm Water Management		57800
2.56		ces	Century Link/Business Servi	1010275647	01/19/2023	Communication	307	58300
2.50	Total:	1	Check Count:			Veterans' Services		58300
368.99			TASC - Client Invoices	1010275577	01/05/2023	Handling Charges & Administrative Costs	202	58600
137.50	\ 	tion	Hamblen Co Dept Of Educat	1010275751	01/26/2023	Other Fringe Benefits	299	58600
506.49	Total:	2	Check Count:			Employee Benefits		58600
10,600.00			ETHRA, Inc.	1010275597	01/12/2023	Contracts With Other Public Agencies	310	58900
656.00			City of Morristown	1010275594	01/12/2023	Other Contracted Services	399	58900
1,380.00			City of Morristown	1010275742	01/26/2023	Other Contracted Services	399	58900
12,636.0	Total:	3	Check Count:			Miscellaneous		58900

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Date Check Nbr Description Amount Paid

ACCT	ОВ	Name	Date	Check Nbr	Description	Amount Paid
Fund:	Solid	Waste/Sanitation Fund #(116)				
55710	299	Other Fringe Benefits	01/26/2023	1160024908	Hamblen Co Dept Of Education	37.50
55710	302	Advertising	01/12/2023	1160024891	Citizen Tribune	752.08
55710	336	Maintenance And Repair Services - Equipment	01/12/2023	1160024894	Landmark International	619.48
55710	336	Maintenance And Repair Services - Equipment	01/12/2023	1160024895	Moore's Tractor and Trailer Repair Inc	22,686.25
55710	336	Maintenance And Repair Services - Equipment	01/12/2023	1160024897	Trent Diesel Services	1,440.00
55710	336	Maintenance And Repair Services - Equipment	01/12/2023	1160024898	Turner Industrial Supply, Inc.	25.70
55710	336	Maintenance And Repair Services - Equipment	01/19/2023	1160024900	Combs Equipment Group LLC	3,115.00
55710	336	Maintenance And Repair Services - Equipment	01/19/2023	1160024901	Freightliner of Arizona, LLC	3,343.92
55710	336	Maintenance And Repair Services - Equipment	01/19/2023	1160024903	Knoxville Rubber & Gasket Co., Inc.	199.82
55710	336	Maintenance And Repair Services - Equipment	01/19/2023	1160024904	NAPA Auto Parts Of Morristown	2,095.36
55710	336	Maintenance And Repair Services - Equipment	01/26/2023	1160024910	Moore's Tractor and Trailer Repair Inc	634.90
55710	353	Towing Services	01/26/2023	1160024909	Malone's Wrecker Service	900.00
55710	359	Disposal Fees	01/12/2023	1160024893	Hamblen County-Morristown Solid Waste	72,501.55
55710	412	Diesel Fuel	01/26/2023	1160024907	Fuelman	14,298.30
55710	425	Gasoline	01/26/2023	1160024907	Fuelman	592.33
55710	450	Tires And Tubes	01/12/2023	1160024892	Goforth Tire & Auto, Inc	290.35
55710	451	Uniforms	01/12/2023	1160024890	Cintas Corp., Loc. 207	592.00
55710	499	Other Supplies And Materials	01/12/2023	1160024890	Cintas Corp., Loc. 207	202.60
55710	499	Other Supplies And Materials	01/12/2023	1160024899	UniFirst First Aid Corp	227.05
55710	499	Other Supplies And Materials	01/19/2023	1160024902	HomeTrust Bank	337.56
55710	499	Other Supplies And Materials	01/26/2023	1160024906	Big M Janitorial	727.20
55710	499	Other Supplies And Materials	01/26/2023	1160024911	Morristown Signs, Inc	320.00
55710	506	Liability Insurance	01/05/2023	1160024887	Tennessee Risk Management Trust	1,018.00
55710	506	Liability Insurance	01/26/2023	1160024913	Tennessee Risk Management Trust	903.00
55710	733	Solid Waste Equipment	01/19/2023	1160024905	Stringfellow	1,456.00

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Solid	Waste/Sanitation Fund #(116)					
55710	733	Solid Waste Equipment	01/26/2023	1160024912	Precision Cutting & Hydraulics, LLC		360.00
55710		Sanitation Management			Check Count: 24	Total:	129,675.95
15	-36		ALTERNA (885)	Section Street	Solid Waste/Sanitation Fun	d #(116) Total:	129,675.95

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	High	way/Public Works Fund (#131)					
61000	307	Communication	01/05/2023	1313044404	Comcast Cable		76.95
61000	307	Communication	01/12/2023	1313044421	Verizon Wireless		219.30
61000	307	Communication	01/19/2023	1313044423	AT&T		89.26
61000	331	Legal Services	01/26/2023	1313044431	Capps & Byrd LLP		570.00
61000	415	Electricity	01/26/2023	1313044434	Holston Electric Cooperative		1,140.51
61000	442	Propane Gas	01/12/2023	1313044410	Amerigas Propane LP		934.65
61000	442	Propane Gas	01/26/2023	1313044430	Amerigas Propane LP		3,392.42
61000	454	Water and Sewer	01/26/2023	1313044437	Morristown Utilities		112.00
61000	599	Other Charges	01/12/2023	1313044413	Cintas Corp., Loc. 207		61.12
61000	599	Other Charges	01/12/2023	1313044415	Elliott Boots		100.00
61000	599	Other Charges	01/12/2023	1313044418	Lowe's		456.34
61000	599	Other Charges	01/19/2023	1313044424	HomeTrust Bank		362.51
61000	599	Other Charges	01/26/2023	1313044432	Elliott Boots		121.90
61000		Administration			Check Count: 13	Total:	7,636.96
62000	404	Asphalt - Hot Mix	01/12/2023	1313044411	Blalock & Sons Inc		1,446.64
62000	404	Asphalt - Hot Mix	01/26/2023	1313044438	Newport Paving & Ready Mix		3,929.36
62000	409	Crushed Stone	01/26/2023	1313044440	Vulcan Materials Company		1,375.34
62000	443	Road Signs	01/26/2023	1313044436	Morristown Signs, Inc		135.00
62000	444	Salt	01/12/2023	1313044414	Compass Minerals America, Inc.		10,023.17
62000	451	Uniforms	01/12/2023	1313044413	Cintas Corp., Loc. 207		701.40
62000	467	Fencing	01/19/2023	1313044429	Roadway Solutions LLC		24,600.00
62000		Highway And Bridge Maintenance			Check Count: 7	Total:	42,210.91
63100	412	Diesel Fuel	01/19/2023	1313044428	Pioneer Petroleum		1,675.98
63100	412	Diesel Fuel	01/26/2023	1313044433	Fuelman		2,622.16
63100	416	Equipment Parts - Heavy	01/12/2023	1313044416	Goforth Tire & Auto, Inc		404.00
63100	416	Equipment Parts - Heavy	01/12/2023	1313044417	Interstate Battery System		407.85

2/1/2023 1:10:47 PM Date/Time: **Amount Paid Check Nbr Description** Date **ACCT OB Name** Fund: Highway/Public Works Fund (#131) 423,25 1313044425 Knoxville Rubber & Gasket Co., Inc. 01/19/2023 63100 416 Equipment Parts - Heavy 727.49 1313044426 Moore's Tractor and Trailer Repair Inc 01/19/2023 Equipment Parts - Heavy 63100 416 3.329.60 1313044427 NAPA Auto Parts Of Morristown 01/19/2023 Equipment Parts - Heavy 416 63100 198.30 01/26/2023 1313044439 Southern Fluidpower, Inc. 416 Equipment Parts - Heavy 63100 14.16 9131000000 Kerry L Barnard 01/12/2023 63100 416 Equipment Parts - Heavy 217.29 1313044435 Holston Gases 01/26/2023 63100 424 **Garage Supplies** 1,880.54 1313044433 Fuelman 01/26/2023 63100 425 Gasoline 1,322.10 1313044416 Goforth Tire & Auto, Inc. Tires And Tubes 01/12/2023 63100 450 Total: 13,222.72 10 **Check Count:** 63100 **Operation And Maintenance Of Equipment** 105,414.15 1313044422 Apac Atlantic, Inc 01/19/2023 68000 791 Other Construction Total: 105,414.15 **Check Count:** 68000 **Capital Outlay** Highway/Public Works Fund (#131) Total: 168,484.74

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GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND HAMBLEN COUNTY GOVERNMENT

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Hamblen County Government, hereinafter referred to as the "Grantee," is for the provision of Local Health Department Capital Investment project, as further defined in the "SCOPE OF SERVICES."

Herein, the term Grantor refers to the State of Tennessee Department of Health acting as the subgrantor of State Fiscal Recovery Funds granted to the State of Tennessee by the United States Department of the Treasury.

The Grantee is a subgrantee of the State of Tennessee and may include a County within the State of Tennessee, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.

Grantee Place of Incorporation or Organization: Morristown, TN

Grantee Edison Vendor ID # 0000000027

A. Scope (Eligible Expenses)

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in the Grant Contract.
- A.2 Projects include, but are not limited to, new facility construction and interior and exterior renovations of existing health department buildings.
- A.3. The Grantee agrees to utilize funds in accordance with the State approved plan for improvement as detailed in Attachment 1.
- A.4. In the event that the Grantee is subject to an audit in accordance with Section D.19 hereunder, the Grantee shall submit to the State contact listed in D.8 a copy of the audit report and Notice of Audit Report Attachment.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. Attachments 8, 9, and 10.
 - c. the State grant proposal solicitation as may be amended, if any;

- d. the Grantee's proposal (Attachment Reference) incorporated to elaborate supplementary scope of services specifications.
- A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

B. Term

B.1. These Terms and Conditions shall be effective for a period beginning on January 13, 2023 ("Effective Date") and ending on June 30, 2026 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term

C. Maximum Liability

- C.1. Maximum Liability. In no event shall the maximum liability of the State under the Terms and Conditions exceed Three Million, Four Hundred and Twelve Thousand, Five Hundred Dollars (\$3,412,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated here to as Attachment 3, shall constitute the maximum amount due the Grantee under the Terms and Conditions. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. <u>Compensation Firm.</u> The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of the Grant Contract, the Grantee shall submit all invoices and other required documentation electronically via GMS, or other web-based portal in a form of Attachment 4, prior to any reimbursement of allowable costs.
- C.4. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Josh Gipson Andrew Johnson Tower, 7th Floor 710 James Robertson Parkway Nashville, Tennessee 37243 Phone: 615-532-1957

Phone: 615-532-1957 Cell: 615-864-4744

Email: Josh.Gipson@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).

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- (5) Grantor: Department of Health, Division of Community Health Services.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of the Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- The Grantee understands and agrees to all of the following.
 - (1) An invoice under the Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by the Grant Contract and shall be subject to the Grant Budget and any other provision of the Grant Contract relating to allowable reimbursements. Examples of required documentation as defined in 2 CFR §200 Subpart D can be found at Attachment 8.
 - (2) An invoice under the Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under the Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) The Grantee must maintain all source documentation supporting the project costs (2 CFR §200.302). To facilitate closeout and audits, the Grantee should file all documentation pertaining to each project as the permanent record. The State and the Grantee must keep all financial and program documentation for five (5) years after the date of the Grantee's final expenditure report (2 CFR §200.334). Records are subject to audit by State auditors, US Treasury, US Office of Inspector General and the US Government Accountability Office (2 CFR §200.337).
- C.6. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under the Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of the Grant Contract.
 - a. Grantee and Grantee's contractors may be subject to the requirements of the Davis-Bacon Act when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Please refer to contract section E.9. and Attachment 9 for examples of required federal funding provisions including Davis-Bacon Act and Copeland Anti-Kickback Act as applicable.

- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 5).
 - a. If total disbursements by the State pursuant to the Grant Contract exceed the amounts permitted by Section C of the Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under the Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to the Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Indirect costs are not eligible for re-imbursement under this contract agreement.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under the Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of the Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under the Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under the Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

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

D. Terms

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

The Grantee acknowledges, understands, and agrees that the Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Josh Gipson Andrew Johnson Tower, 7th Floor 710 James Robertson Parkway Nashville, Tennessee 37243 Phone: 615-532-1957 Cell: 615-864-4744

Email: Josh.Gipson@tn.gov

The Grantee:

Bill Brittain, County Mayor Hamblen County Government 511 W. 2nd North Street, Morristown TN 37814 BBrittain@co.hamblen.tn.us A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. The State's right to terminate the Grant Contract due to lack of funds is not a breach of the Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <u>HIPAA Compliance</u>. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of the Grant Contract.
 - a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of the Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under the Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government

enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

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

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

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

- D.13. <u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to the Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to the Grant Contract shall be approved by the State.
- D.14. <u>Licensure</u>. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under the Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under the Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to the Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. <u>Audit Report.</u> For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 6 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 6 shall complete Attachment 7. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within the Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance

with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State contact listed in D.8.

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

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

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

- D.21. <u>Strict Performance</u>. Failure by any party to the Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of the Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of the Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in the Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to the Grant Contract.

D.23. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in the Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under the Grant Contract or otherwise. The State's total liability under the Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or

- otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of the Grant Contract. This limitation of liability is cumulative and not per incident.
- Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts D.24. of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under the Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under the Grant Contract arising from a Force Majeure Event is not a default under the Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from the Grant Contract is not a Force Majeure Event under the Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate the Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under the Grant Contract or charge the State any fees other than those provided for in the Grant Contract as the result of a Force Majeure Event.
- D.25. <u>Tennessee Department of Revenue Registration.</u> The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of the Grant Contract.
- D.26. <u>Charges to Service Recipients Prohibited</u>. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to the Grant Contract
- D.27. <u>No Acquisition of Equipment or Motor Vehicles</u>. The Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under the Grant Contract.
- D.28. <u>State and Federal Compliance</u>. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of the Grant Contract.
- D.29. Governing Law. The Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under the Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. <u>Completeness</u>. The Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the Grant Contract of the parties' agreement. The Grant Contract supersedes any and all prior understandings,

- representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. <u>Severability</u>. If any Grant Contract of the Grant Contract are held to be invalid or unenforceable as a matter of law, the other Grant Contract hereof shall not be affected thereby and shall remain in full force and effect. To this end, the Grant Contract of the Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of the Grant Contract.
- D.33. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of the Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <u>Debarment and Suspension</u>. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding the Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding the Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of the Grant Contract.

E. Special Terms and Conditions

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. <u>Federal Funding Accountability and Transparency Act (FFATA)</u>. This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which the Grant Contract is established.
- c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM)and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: https://www.gsa.gov

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

E.3. Access to Records.

- a. The Grantee agrees to provide the State, the United States Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to the Grant Contract for purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Grantee agrees to provide the United States Department of the Treasury or authorized representatives access to construction or other work sites pertaining to the work being completed under the Grant Contract.
- d. In Compliance with the Disaster Recovery Act of 2018, the State and the Grantee acknowledge and agree that no language in the Grant Contract is intended to prohibit the audits or internal reviews by the United States Department of the Treasury or the Comptroller General of the United States.
- E.4. <u>No Obligation by Federal Government.</u> The Federal Government is not a party to the Grant Contract and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Grant Contract.

- E.5. Compliance with The False Claims Act. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to the Grant Contract.
- E.6. <u>Equal Employment Opportunity.</u> During the performance of the Grant Contract, the Grantee agrees as follows:
 - a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.
 - d. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Grantee's non-compliance with the nondiscrimination clauses of the Grant Contract or with any of such rules, regulations, or orders, the Grant Contract may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

E.7. <u>Printing Authorization</u>. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann.§§ 12-7-101, *et seq.*, shall be printed pursuant to the Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

- E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to the Grant Contract.
- E.9. <u>Davis-Bacon Act and Copeland Anti-Kickback Act.</u> As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.

Certification by Grantee								
hereby certify that the Grantee will comply with the above terms and conditions.								
HAMBLEN COUNTY GOVERNMENT:								
GRANTEE SIGNATURE	DATE							
BILL BRITTAIN, COUNTY MAYOR								
DEPARTMENT OF HEALTH:								
COMMISSIONER SIGNATURE	DATE							
RALPH ALVARADO, MD, FACP								

Attachments:

Attachment 1: State Approved Plan for Improvement

Attachment 2: FAIW Attachment 3: Budget

Attachment 4: Invoice Template

Attachment 5: Disbursement and Reconciliation

Attachment 6: Notice of Audit Report Attachment 7: Parent Child Information

Attachment 8: Documentation to Support Costs Claimed Attachment 9: Federal funding provisions for contractors

Attachment 10: US Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions



January 18, 2023

Ms Sue Judlin, Director
East Tennessee Regional Health Department
2101 Medical Center Way
Knoxville, TN 37920

Dear Sue:

The purpose of this letter is to request ARP Funding in the amount of \$4,550,000 (Four million Five Hundred Fifty Thousand Dollars) to support the purchase and conversion of the 30,000 square foot grocery store space to be used for the new Hamblen County Health Department.

It is my understanding that the requested funds will be awarded to Hamblen County during 2023 and must be spent by June 30, 2026. Work associated with the project cannot commence until a fully executed contract is in place. Furthermore, we will follow all applicable purchasing policies and procedures when expending the funds and understand that any unexpended funds will be returned to the State.

Thank you for your consideration of this request.

Sincerely, Bell Butturn

Bill Brittain County Mayor

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Hamblen, County of
Subrecipient's Unique Entity Identifier (SAM)	GLD1KRCPLYN6
Federal Award Identification Number (FAIN)	SLFRP5534
Federal award date	N/A
Subaward Period of Performance Start and End Date	March 3, 2021 - December 31, 2026
Subaward Budget Period Start and End Date	March 3, 2021 - December 31, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	N/A - No NOA
Grant contract's begin date	January 13, 2023
Grant contract's end date	June 30, 2026
Amount of federal funds obligated by this grant contract	\$3,412,500
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Local Health Department Capital Investment Program - New Facility Construction
Name of federal awarding agency	US Treasury
Name and contact information for the federal awarding official	Katharine Richards, Director, Coronavirus State and Local Fiscal Recovery Funds, Office of Recovery Programs, Department of the Treasury, (844) 529–9527
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass- through entity awarding official	Josh Gipson, Josh.Gipson@tn.gov (615.864.4744)
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	5 Percent (5%)

(BUDGET PAGE 1)

HAMBLEN COUNTY GOVERNMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 13, 2023, and ending June 30, 2026.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0,00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0,00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$3,412,500.00	\$1,137,500.00	\$4,550,000.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$3,412,500.00	\$1,137,500.00	\$4,550,000.0

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf).

 $^{^{\}mathbf{2}}$ Applicable detail follows this page if line-item is funded.

ATTACHMENT 3 (continued) GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES	AMOUNT
	etivity, if \$0.00
ROW AS NECESSARY) ^	\$0.00
NOONBEB TOTAL	*****
PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00
TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00
INTEREST	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00
SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00
DEPRECIATION	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00
OTHER NON-PERSONNEL	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00
CAPITAL PURCHASE	AMOUNT
New Facility Construction	\$4,550,000.00
ROUNDED TOTAL	\$4,550,000.00



Invoice Reimbursement Form

Section 1: Contract Informat	ion (to be completed by T	TDH Accounts)		
PO# PO	Line# Ro	eceipt#	Agency Invoice #	
Edison Contract# Edi	son Vendor# E	dison Address Line#	AP Attachment (check if yes)	
Section 2: Invoice Information	(to be completed by Con	tractor/Grantee)		
Contract Invoice# Inv	pice Date So	ervice Start Date	Service End Date	
Contract Start Date Co	ntract End Date			
Contact Person Name Pho	one#			
Remit Payment to: Business Name				
Street Address	City	State	ZIP	
Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due	
Salaries	(A) Total Continue Budget	(B) / tilloutite Billout 11 B	(o, monan, expension of	
Benefits				
Professional Fee/Grant/Award				
Supplies				
Telephone				
Postage and Shipping				
Occupancy				
Equipment Rental and Maintenance	2			
Printing and Publications				
Travel/Conferences and Meetings				
Interest				
Insurance				
Specific Assistance to Individuals				
Depreciation Other Non-Personnel				
Capital Purchase				
Indirect Costs				
TOTAL				

Section 3: Payment Information (to be completed by TDH Program) Medical Services Non-Medical Services Service Type (Select One): Project ID Amount (\$) Speedchart **User Code Section 4**: Authorized Signatures **Contractor/Grantee Authorization TDH Program Authorization TDH Accounts Authorization** Name: Name: Name: Date: Date: Date: Signature: Signature: Signature:

PH-4419 RDA SW-12

Instructions & Hints ATTACHMENT 5

Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab

Retain this file in blank form

Use "File Save As" to save information for a specific contract or reporting period

File Names: Please use the following format when naming files.

name of agency REPORTING PERIOD END.xls

do not abbreviate the agency name

example: davidson county health MARCH 02.xls

Reporting period - the start and end dates of the quarter being reported

Reporting periods are based on the Agency's fiscal year

Grant period - the start and end dates of the contract being reported

Send a report for every quarter even if there is no activity for that quarter

Abbreviations - do not abbreviate the Agency name

Number pages using the "page_____of ____ pages" format

THE WORKSHEET IS NOT PROTECTED

do not overwrite formulas (identified by yellow shading and "0") or change formats do not overwrite/edit shaded areas (move to the cell beyond the shading for input) do not add (insert) lines do not change shaded areas

Expense and Revenue pages can show information for 2 contracts

Use separate Schedules A & B to report contracts for each granting State agency

Use additional expense and revenue pages for more than 2 contracts

copy all lines & fields to the first blank line below the last line in column A

with the cursor at the start of the added page, use "insert" "page break" for print purposes

reset print range to cover the added page(s) and correct the page numbers

Contract Number is the State Contract Number, NOT the agency program number

Report by program within the State Contract Number within State Department

Summarize programs into totals by State Contract Number and State Department totals

Do not combine State Contract Numbers

One Funding Information Summary and one Schedule C are required from each contractor submitting reports Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

NOTE If files are not properly named and print ranges not set, the report will be returned for correction

Do not send invoices with expense reports

If refund due, mail reports with check or send note with e-mail that check in the mail

Telephone 615-532-3406

e-mail completed files to: Policy3.AMO.Health@tn.gov

e-mail filing replaces mailing forms

Mailing Address:

Monaliz Hana

Tennessee Department of Health

Fiscal Services

6th Floor Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

Return to Committee Cover

PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement) SCHEDULE A EXPENSE BY OBJECT LINE-ITEMS

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER

Line 1 Salaries And Wages

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

Line 3 Total Personnel Expenses

Add lines 1 and 2.

Line 4 Professional Fees

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

Line 5 Supplies

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

Line 6 Telephone

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

Line 7 Postage And Shipping

Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

Line 8 Occupancy

Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

Line 9 Equipment Rental And Maintenance

Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

Line 10 Printing And Publications

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

Line 11 Travel

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

Line 12 Conferences And Meetings

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

Line 13 Interest

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

Line 14 Insurance

Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

Line 15 Grants And Awards

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

Line 16 Specific Assistance to Individuals

Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

Line 17 Depreciation

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements. Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses

Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

Line 21 Total Direct Program Expenses

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

Line 23 Total Direct And Administrative Expenses

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the Invoice for Reimbursement.

Line 24 In-Kind Expenses

In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds. Carry forward to Schedule B, Line 38.

Line 25 Total Expenses

The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

PROGRAM REVENUE REPORT (PRR) SCHEDULE B SOURCES OF REVENUE

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55) Add lines 31 and 32.

Matching Revenue Funds

Line 34 Other Federal Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 35 Other State Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 36 Other Government Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may an attached detail listing and reconciliation schedule.

Line 37 Cash Contributions (Non-government)

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 38 In-Kind Contributions (Equals Schedule A, Line 24)

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

Line 39 Program Income

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

Line 40 Other Matching Revenue

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

Line 41 Total Matching Revenue Funds

Add lines 34 through 40

Line 42 Other Program Funds

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

Line 43 Total Revenue

Add lines 33, 41, and 42

RECONCILIATION BETWEEN TOTAL EXPENSES AND REIMBURSABLE EXPENSES SCHEDULE B - (Lines 51 to 59)

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B). The first line of this section, Line 51, Total Expenses, is brought forward from the last last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

Line 52 OTHER UNALLOWABLE EXPENSES:

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

Line 53 EXCESS ADMINISTRATION:

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54) (Equals Schedule B, Line 33)

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

Line 56 TOTAL REIMBURSEMENT-TO-DATE

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

Line 57 DIFFERENCE (Line 55 less Line 56)

This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES

Any advance payments for a grant should appear on this line.

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: http://www.state.tn.us/finance/act/policyb.html

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Tennessee Department of Health Funding Information Summary

AGENCY NAME	
ADDRESS CITY, STATE, ZIP	
REPORTING PERIOD: (MM/DD/YY) FROM:	THRU:
AGENCY FISCAL YEAR END (MM/DD)	
COST ALLOCATION: DOES YOUR ORGANIZATION	DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN? YES NO
If yes, Name of organization that approved the Plan:	
IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION: Ratio of direct program salaries to total direct salaries applied to administrative cost. Ratio of direct program expenditure to total direct expenditures applied to administrative cost. Cost step down. Other (describe)	F ALLOCATION: Iministrative cost.
Is your organization: A private not-for-profit organization? A state college or university, or part of a city government?	zation? or part of a city government?
DIRECTOR	PHONE#
PREPARER OF REPORT	PHONE#
DATE COMPLETED	

Schec	Schedule A, Part 1	STATE OF TENNESSEE		PROGRAM EXPENSE REPORT	ENSE REPORT	Page of
CON	CONTRACTOR/GRANTEE				FEDERAL ID #	
CON	CONTRACTING STATE AGENCY			Ĭ	REPORT PERIOD	
		Program # Contract Number				
		Grant Period Program Name				
d d	< C	Service Name				
Item #	# EXPENSE BY OBJECT: Salaries and Wages		QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
ν m	Total Personnel Expenses (add lines 1 and 2)	(add lines 1 and 2)				
4 ო	Professional Fees Supplies					
1 0	Telephone					
~ &	Postage and Snipping Occupancy					
တ	Equipment Rental and Maintenance	lance				
2 9	Printing and Publications Travel					
12	Conferences and Meetings					
13	Interest					
4 5	insurance Grants and Awards					
16	Specific Assistance to Individuals	als				
17	Depreciation					
<u> </u>	Otner Non-personnel Expenses (detall)	s (detail)				
Ω						
υτ		Ĩ				
o 6	Total Non-personnel Expenses (add lines 4 - 18)	ises (add lines 4 - 18)				
50	Reimbursable Capital Purchases	ies Mary Type				
5 7	Administrative Expenses					
53	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	IINISTRATIVE EXPENSES				
25	In-Kind Expenses TOTAL EXPENSES					

PROGRAM EXPENSE REPORT

STATE OF TENNESSEE

CONTRACTOR/GRANTEE

Schedule B, Part 1

FEDERAL ID#

REPORT PERIOD		QUARTER TO DATE YEAR TO DATE		
æ		YEAR TO DATE		
		QUARTER TO DATE		
CONTRACTING STATE AGENCY	Program # Contract Number Grant Period Program Name	Service Name edule B SOURCES OF REVENUE Reimbursable Program Funds Reimbursable State Program Funds Reimbursable State Program Funds Total Reimbursable Program Funds	Matching Revenue Funds Other Federal Funds Other State Funds Other Government Funds Cash Contributions (non-government) In-Kind Contributions (equals line 24) Program Income Other Matching Revenue Total Matching Revenue Funds (lines 34 - 40)	72 Other Program Funds 73 Total Revenue (lines 33, 41, & 42) 743 Total Revenue (lines 33, 41, & 42) 751 Total Expenses (line 25) 752 Subtract Other Unallowable Expenses (contractual) 753 Subtract Excess Administration Expenses (contractual) 754 Subtract Matching Expenses (equals line 41) 755 Reimbursable Expenses (line 51 less lines 52,53,54) 756 Total Reimbursement To Date 757 Difference (line 55 less line 56) 758 Advances 759 This reimbursement (line 57 less line 58)
8		Sch Item 31 32 33	34 35 36 37 38 39 40 41	Betritu to Committee Cover 2 4 4 4 5 5 2 2 2 2 2 3 6 5 7 8 8 8 9 9 9 9

CONTRACTOR/GRANTEE

Schedule C - Final Page

PROGRAM EXPENSE REPORT

FEDERAL ID#

YEAR TO DATE **GRAND TOTAL ADMINISTRATIVE** YEAR TO DATE **EXPENSES** REPORT PERIOD TOTAL UNALLOWABLE YEAR TO DATE NONGRANT/ **EXPENSES** TOTAL YEAR TO DATE TOTAL DIRECT EXPENSES **PROGRAM** Other Non-personnel Expenses (detail) Equipment Rental and Maintenance Employee Benefits & Payroll Taxes Total Non-personnel Expenses Specific Assistance to Individuals Total Personnel Expenses Schedule A Year-To-Date Information Conferences and Meetings CONTRACTING STATE AGENCY Printing and Publications EXPENSE BY OBJECT: Postage and Shipping Salaries and Wages Grants and Awards Professional Fees Depreciation Occupancy Telephone nsurance Supplies nterest Travel

Return to Committee Cover

Administrative Expenses

TOTAL EXPENSES

in-Kind Expenses

TOTAL DIRECT AND ADMINISTRATIVE EXPENSES

TOTAL DIRECT PROGRAM EXPENSES

Reimbursable Capital Purchases

ATTACHMENT 6

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.

t	ne State ninety (90) aays prior to the Gran	tee's fiscal year.
□⊦	lamblen County Government is subject to an	audit for fiscal year 2023.
□⊦	lamblen County Government is not subject t	o an audit for fiscal year 2023.
C	Grantee's Edison Vendor ID Number: 0000000	0027
C	Grantee's fiscal year end:	
A	Any Grantee that is subject to an audit must o	complete the information below.
	Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
	Federal pass-through funds	
	 a. Funds passed through the State of Tennessee 	a.
	 Funds passed through any other entity 	b.
	Funds received directly from the federal government	
- 1.	Non-federal funds received directly from the State of Tennessee	
Ā	Auditor's name:	
P	Auditor's address:	
A	Auditor's phone number:	
	Auditor's email:	
•		

ATTACHMENT 7

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov.

The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to anaudit on the "Notice of Audit Report" document.

"Parent" means an entity whose IRS filing contains the information of at least one other entity. "Child" means an entity whose information is contained in another entity's IRS filing. Grantee's Edison Vendor ID number: 0000000027 No Is Hamblen County Government a parent? Yes If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities. Is Hamblen County Government a child? Yes \square No \square If yes, complete the fields below. Parent entity's name: Parent entity's tax identification number: Note: If the parent entity's tax identification number is a social security number, thisform must be submitted via US mail to: Central Procurement Office, Grants Program Manager3rd Floor, WRS Tennessee Tower 312 Rosa L Parks Avenue Nashville, TN 37243 Parent entity's contact information Name of primary contact person: Phone number: Email address: Parent entity's Edison Vendor ID number, if applicable:

	Attachment 8 Documentation to Support Costs Claimed
_	pplicant should submit the following to support costs claimed (not an all-inclusive list):
	ant (Force Account) Labor and Prisoner Labor:
	ch individual:
	Name
	Job title and function
	Type of employee (i.e., full-time exempt, full-time non-exempt, part-time, temporary, prisoner, etc.) Days and hours worked
	Pay rate(s) and fringe benefit rate(s)
	Description of work performed with representative sample of daily logs / activity reports, if available
	Representative sample of timesheets
	Fringe benefit calculations
	Pay policy
	ant-Owned (Force Account) Equipment:
For ea	ch piece of equipment:
	Type of equipment and attachments used, including year, make, and model Size/capacity (e.g., horsepower, wattage)
	Locations and days and hours used with usage logs
	Operator name
	Schedule of rates, including rate components
Rente	d or Purchased Equipment:
	Rental or lease agreements, invoices, receipts Days used
	es from Stock:
	Historical cost records
	Inventory records
	Type of supplies and quantities used, with support documentation such as daily logs
Purch	ased Supplies:
	Receipts or invoices
Contra	-
	Procurement policy
	Procurement and bid documents
	For procurements in excess of the simplified acquisition threshold, a cost/price analysis
	Contracts, change orders, and invoices
	Dates worked
	For time and materials (T&M) contracts, monitoring documentation
	× ·

In-Ki	nd contributions (additional documentation may be required based on individual
circui	nstance):
Equipn	nent:
	Same information listed under Applicant-Owned Equipment above
	Who donated each piece of equipment
	Supplies or materials:
	Quantity donated
	Donor
	Location(s) used
Cost I	Estimates:
	Cost estimate for the agreed-upon item developed with unit costs
	Qualifications of the company or individual who prepared the cost estimate
Costr	easonableness:
	Documentation showing current market price for similar goods or services, such as: • Historical documentation; • Average costs in the area; or • Published unit costs from national cost estimating databases. Documentation supporting necessity of unique services or extraordinary level of effort
	Documentation supporting shortages, challenging procurement circumstances, and length of time shortages or procurement challenges existed, such as: News stories Supply chain vendor reports
Other:	
	Documentation regarding cash donations or other funding received
	Cost comparisons and source documentation, if applicable
	70

Attachment 9: Federal Funding Provisions required for contractors performing work

1. REQUIRED FEDERAL AFFIRMATIVE STEPS.

A prime contractor, if subcontractors are used, must, at a minimum, take the following six "affirmative steps" to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible:

- (1) Solicitation Listing. The sub-grantee must place qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Soliciting. The sub-grantee must assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Breaking-up Requirements. The sub-grantee must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises. In applying this requirement, it is important to recognize that dividing up a large requirement into smaller parts so as to fall beneath the small acquisition threshold is prohibited, as would the opposite technique of bundling requirements so that it precludes small businesses, minority firms, and women's business enterprises from being a prime contractor. Notwithstanding, dividing a bona fide large requirement into smaller components to facilitate participation by small businesses would be acceptable.
- (4) Accommodating Delivery Schedules. The sub-grantee must establish delivery schedules, where the requirement permits, which encourage participation by small and minority
- (5) Using Federal Agencies. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Steps for Contractors. The City must require the prime contractor, if subcontracts are to be let, to take the five affirmative steps described above.

2. RECOVERED MATERIALS.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg . The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

3. EQUAL OPPORTUNITY CLAUSE.

Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT.

On any project upon which funding is provided by an agency of the United States Government, all regulations applicable thereto including, but not limited to, Title VI of the Civil Rights Act of 1964 (24 CFR, parts 1 & 2); Title VIII of the Civil Rights Act of 1968 (24 CFR, part 115); Federal Labor Standards

Provisions (HUD-4020.1); the Davis-Bacon Act; the Anti-Kickback Act; and the Contract Work Hours Standards Act, shall apply and the Bidder or CONTRACTOR shall conform thereto.

- 5. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT.
- (1) Contractor. The contractor shall comply with 18U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS.

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

As a condition for receipt of funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 10 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.

7. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. N/A

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et seq., as those sections are amended from time to time during the term. Violations must be reported to the State, U.S. Department of Treasury, and the Region 4 Office of the Environmental Protection Agency.

8. SUSPENSION AND DEBARMENT.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, Sub-part C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by sub-recipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City serving as recipient and named sub-recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, CANNOT be awarded a contract funded with Federal Assistance.

9. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Federal Form 2 hereto shall be filled out, authenticated as required, and must be submitted at the time of the scheduled bid opening. Failure to submit the required forms with the bid opening will make the bid non-responsive and will be cause for rejection.

OMB Approved No. 1505-0271 Expiration Date: April 30, 2025

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

ATTACHMENT 10

Recipient name [Recipient to provide]	and addres	address:	Taxpayer	mber: [<i>Recipient</i> Identification	•	•	to
			provide] Assistance	Listing Numbe	r: 21.027		
Sections 602(b) and 603(h) of the	Social Se	curity Act (1	the Act) as adde	d by section	9901 of the	

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:	
Authorized Representative:	
Title:	
Date signed:	
U.S. Department of the Treasury:	
Authorized Representative:	
Title:	
Date:	

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2. <u>Period of Performance</u>. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
- 3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
- 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

- 9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 11. <u>Hatch Act.</u> Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12. <u>False Statements</u>. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 13. <u>Publications</u>. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 17. <u>Increasing Seat Belt Use in the United States</u>. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

CONTRACT OF SALE

THIS CONTRACT OF SALE is hereby made and entered into by and between **Encore Theatrical Company Inc**. (herein called "Seller") and **Hamblen County**, a political subdivision of the State of Tennessee (herein called "Purchaser").

WITNESSETH:

For and in consideration of the sum of **Ten Thousand** (\$10,000.00) **Dollars**, as earnest money paid, and in part payment of the purchase price, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, certain property located in Hamblen County, Tennessee, together with the improvements thereon and all easements, covenants, licenses, leases and other rights appurtenant to said lot, said property being generally described as follows:

Being shown on Hamblen Tax Map 25 Group G Parcels 3.00, 3.09, 3.03, and 3.07; and further:

Being the same property acquired by Encore Theatrical Company, Inc. from Twin Financial, LLC and Twin Acquisitions, LLC by deed of record in Deed Book 1951 at page 192 and being more particularly described in the Attached **Exhibit A**.

A complete legal description of said real property satisfactory to Purchaser, and counsel for the Purchaser, shall follow at closing. All property and interests of Seller to be conveyed hereunder, including the building and all other improvements, and all leasehold interests held by Seller with respect to tenants in possessions on the property and specifically:

- 1. That certain lease dated October 20, 1995, by and between East Tennessee Development Corp. and Family Dollar Stores of Memphis, Tenn. Inc. (a Short Form Lease of same being recorded in the Register of Deeds Office for Hamblen County in Miscellaneous Book 8 page 329.
- 2. Same as amended by First Amendment dated May 9, 2005 between Oak Tree Plaza, LLC and Family Dollar Stores of Tennessee, Inc.
- 3. Same as amended by Second Amendment dated July 16, 2007 between RCG-Morristown, LLC and Family Dollar Stores of Tennessee, Inc.
- 4. Same as amended by Third Amendment dated November 24, 2010 between RCG-Morristown, LLC and Family Dollar Stores of Tennessee, Inc.
- 5. That certain lease dated July 5, 2018, by and between Twin Financial, LLC and Billie Jo Greene shall be conveyed at closing and are herein sometimes collectively called the "Property."

THIS SALE SHALL BE MADE UPON THE FOLLOWING TERMS AND CONDITIONS:

- 1. Purchase Price. The purchase price for the Property shall be the sum of exactly One Million Seven Hundred Fifty Thousand (\$1,750,000.00) Dollars, which sum shall be payable as follows:
 - (a) The sum of **Ten Thousand** (\$10,000.00) **Dollars** has been deposited with Heartland Title Services, as closing agent for the parties, as earnest money with the execution of this Contract. By his signature hereinbelow, Seller appoints Heartland Title Services as its agent for the limited purpose of holding and disbursing said earnest money deposit in accordance with the terms of this instrument, and Seller hereby instructs Heartland Title Services to hold and disburse said earnest money deposit as specified herein.
 - (b) The balance of **One Million Seven Hundred Forty Thousand(\$1,740,000.00) Dollars** shall be payable at closing of sale in cash or by cashier's check or certified funds to Heartland Title Services, which monies shall fund the settlement of the closing of this contract. Heartland Title Services shall serve as closing entity for the parties. This payment at closing shall be reduced or increased by reason of adjustments for prorations, title insurance and recording fees, if any.
- 2. **Conveyance of Property**; Title Insurance. Seller shall convey good and marketable fee simple title to Purchaser by general warranty deed subject only to the lien for real estate taxes for the year in which closing occurs, which shall be prorated and assumed by Purchaser, and any utility or drainage easements that do not impair marketability of title or Purchaser's intended use of the Property.

Purchaser, at Purchaser's expense, must be able to obtain an ALTA owner's title insurance policy, with a title insurance company acceptable to Purchaser, in the amount of the purchase price hereof, insuring marketable fee simple title to the real property in Purchaser. Said title insurance policy is to contain no exceptions, except an exception for real property taxes for the year in which closing occurs and any utility or drainage easements of the nature described above and parties in possession under leases. It is specifically understood that said title insurance policy shall contain no survey exception or exceptions for mechanics' or materialmen's liens. Said policy shall contain no exception for pending litigation. All persons or entities necessary to convey title as hereinbefore stated shall join in the conveyance of the Property, and Seller shall execute and deliver all instruments and documents necessary to convey title as required herein, and such as may be reasonably requested by Purchaser.

- 3. **Termite Letter**. This paragraph has been intentionally omitted.
- 4. Closing of Sale. Closing of sale shall occur on or before the date February 28, 2023, unless otherwise extended as herein provided. In the event the conditions precedent specified in paragraph 8 herein below are not satisfied on or prior to the date of February 23, 2023, then unless the contingencies not satisfied are waived in writing by Purchaser, this Contract shall be terminated, and the Ten Thousand (\$10,000.00) Dollars earnest money deposit shall be returned to Purchaser. Purchaser shall not be required to close except upon satisfaction prior to closing of the conditions precedent specified in paragraph 8 below. However, at any time

prior to February 28, Purchaser may give written notice to Seller that the contingencies contained in paragraph 8 herein are waived. Upon the giving of such notice, the earnest money shall thereupon become non-refundable. At closing, all documents necessary for conveyance of the Property shall be executed and delivered, all adjustments shall be made, and the balance of the purchase price shall be paid. Purchaser shall pay all closing fees, recording fees which are not exempted, and title insurance premiums which may be due to be paid at closing. Seller and any lien holder at closing shall execute and deliver to closing entity instruments reasonably deemed necessary by Purchaser to accomplish this transaction.

- 5. **Prorations**. Real estate taxes for the year in which closing occurs shall be prorated as of the date of closing. Any delinquent and unpaid back property taxes shall be paid by Seller at closing. Any special assessments or roll-back taxes that may be a lien against the Property at the date of closing, or which are assessed for a period prior to closing, shall be paid by Seller.
 - 6. **Possession**. Possession shall pass with delivery of the deed.
 - 7. Conditions Precedent to Seller's Obligation to Sell.
 - (c) Seller must net a sum of **One Hundred Fifty Thousand Dollars (\$150,000.00)** less the amount of all past due property taxes, including penalties and interest thereon, Encore's prorated share of the 2023 City and County property taxes, and any additional sum necessary to secure the release of any liens upon the property created or suffered by Encore during their ownership of the Property, **WITH THE EXCEPTION OF THE PURCHASE MONEY DEED OF TRUST**.
- 8. Conditions Precedent to Purchaser's Obligations. In addition to all other terms and conditions of this Contract, Purchaser's obligations hereunder are expressly made subject to the satisfaction of each of the following conditions prior to the closing, which conditions must still remain satisfied at closing:
 - (a) The delivery on or before February 13, 2023 at 5:00 pm to Purchaser's Counsel copies of the executed documentation acceptable form and content evidencing the termination, and dismissal with prejudice of all actions pending in State or Federal Court involving the Property and the executed full release of all parties in those actions, same to be effective and the original documents to entered in the respective Courts immediately following the closing of the sale.
 - (b) Approval of the execution of this Contract by the Hamblen County Commission by action on February 23, 2023.
 - (c) Seller must net a sum of **One Hundred Fifty Thousand Dollars** (\$150,000.00) less the amount of all past due property taxes, including penalties and interest, Encore's prorated share of the 2023 City and County property taxes, and any additional sum necessary to secure the release of any liens upon the property

created or suffered by Encore during their ownership of the Property, with the exception of the purchase money mortgage deed of trust.

In the event any of the foregoing conditions have not been satisfied as herein required, or waived in writing, Purchaser may, at its sole election, terminate this Contract by notice of such to Seller, in which event Seller shall promptly refund the earnest money paid by Purchaser and neither party shall thereafter have any further obligation to the other under this Contract.

- 9. **Property Inspection Contingency**. Purchaser has fully inspected the premises and has had full access to the property and has concluded it "due diligence" and found the Property acceptable without further inspections. No repairs or remediations are required and the Purchaser shall acquire the improvements on the property in its "AS IS" condition. This contingency shall be deemed satisfied.
- Risk of Loss. All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until the closing. In the event of substantial loss or damage to the Property before the closing, Purchaser shall have the option of (i) terminating this Contract and recovering the earnest money paid, or (ii) affirming this Contract in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property and the purchase price of the Property shall be appropriately adjusted downward for any damage or loss not covered thereby.
- 11. **Commissions**. Seller shall not be liable for any commission which may be payable to an agent be virtue of Purchasers purchase. Purchaser shall hold Seller harmless from the collection of any commissions based on this sale.
- 12. **Insurance.** Seller's hazard insurance shall be cancelled as of the closing, and Purchaser shall be responsible for its own insurance covering the Property as of the closing and thereafter.
- 13. **Default**. Should Purchaser default in the performance of this Contract, then the earnest money paid shall be retained by Seller as liquidated damages, and Purchaser shall have no further liability hereunder, either for damages or specific performance.
- 14. **Miscellaneous**. This Contract is binding upon the successors, and assigns of the respective parties, and constitutes the entire agreement between the parties. Captions are for convenience only and shall not limit the scope or intent of this Contract, or any part hereof. Time is of the essence in this Contract. This Contract sets forth all of the terms, conditions, representations and agreements between the parties and may be amended only by a writing signed by both Seller and Purchaser. This Contract shall not be assignable. Unless otherwise specified herein, the Property is purchased "AS IS"; and the Seller does not make or imply any warranties as to the condition of the Property, except as may be stated herein. This instrument is severable such that the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions.

15. Close of Offer. This instrument, when executed by Seller and tendered to Purchaser, is an offer by Seller to sell the Property under the terms herein stated, which offer shall expire, if not accepted by Purchaser no later than 4:00 pm on February 24, 2023. Purchaser may accept this offer only by delivery of a signed Contract to Seller prior to said date and time.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the last date written below.

-See Next Page for Signatures-

Heartland Title Services hereby accepts the limited agency provided herein, and agrees to hold and disburse the earnest money and close the transaction pursuant to the terms and provisions provided herein.

HEARTLAND TITLE SERVICES
By:
Name:
Title:
Date:



Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the —<u>Fourteenth</u> day of —<u>February</u> in the year <u>Two Thousand Twenty-Three</u>
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

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

and the Architect: (Name, legal status, address and other information)

BarberMcMurry Architects LLC ("BMA")
505 Market Street, Suite 300
Knoxville, TN 37902

for the following Project: (Name, location and detailed description)

Project No. 2207600 / Hamblen Co Health Department
To provide basic architectural services for renovations to the Oak Tree Plaza Shopping
Center for a new 12,000 - 14,000 SF Health Department which serves a population of
more than 64,000. The County is currently evaluating its options for the main Health
Department space along with potential additional spaces (which includes, but not limited
to an alternate UTIA Extension space, Employee Health Clinic and a build-out of vacant
space). These basic services include the services of Mechanical, Plumbing, Electrical and
Fire Protection engineers. Improvements to the existing building envelope, structure and
site are not included in the scope of services.

The Owner and Architect agree as follows.

This document has important legal consequences.
Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To Be Determined

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To Be Determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$3,500,000

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
 - .1 Design phase milestone dates, if any:

To Be Determined

Init.

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.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

To Be Determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM—2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

To Be Determined

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows: (List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
- .2 Civil Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

Charles V. Griffin, AIA
BarberMcMurry Architects LLC
505 Market Street, Suite 300
Knoxville, TN 37902

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

N/A

.2 Mechanical Mechanical, Plumbing and Fire Protection Engineer:

Engineering Services Group Inc. 900 East Hill Ave., Suite 350 Knoxville, TN 37915

.3 Electrical Engineer:

Vreeland Engineers Inc.
3107 Sutherland Ave/PO Box 10648
Knoxville, TN 37939-0648

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

Init.

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust

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User Notes: (3B9ADA3C)

the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- § 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Three Million Dollars (\$ 3,000,000) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability with policy limits not less than <u>Five Hundred Thousand Dollars</u> (\$ 500,000) each accident, <u>Five Hundred Thousand Dollars</u> (\$ 500,000) each employee, and <u>Five Hundred Thousand Dollars</u> (\$ 500,000) policy limit.

- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate.
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

- § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM_2017, General Conditions of the Contract for Construction. If the Owner

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and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, construction supervision, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect and its Consultants shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an

evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility
	(Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model	
management responsibilities	
§ 4.1.1.7 Development of Building Information Models	
for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	

§ 4.1.1.12 Detailed cost estimating beyond that required	
in Section 6.3	
§ 4.1.1.13 On site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the	
Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to	
Section 4.1.3	
§ 4.1.1.25 Fast track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

Init.

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- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- 8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
 - .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect:
 - .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
 - .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
 - .2 To Be Determined () visits to the site by the Architect during construction
 - .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - .4 $\underline{\text{Two}}$ ($\underline{2}$) inspections for any portion of the Work to determine final completion.
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within two (2) months of the date of this Agreement, originally agreed to date of Substantial Completion, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include <u>but not limited to test</u> borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM—2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- § 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - .1 give written approval of an increase in the budget for the Cost of the Work;
 - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
 - .3 terminate in accordance with Section 9.5;
 - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce

the Cost of the Work; or,

.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation... In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but

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in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)
- Arbitration pursuant to Section 8.3 of this Agreement
- [X] Litigation in a court of competent jurisdiction
- [] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

:1 Termination Fee:

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable

access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

(Insert amount)

.2 Percentage Basis
(Insert percentage value)

()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

.3 Other

(Describe the method of compensation) (Describe the method of compensation)

Compensation, based on the State Fee Schedule is as follows:

Health Department: Two Hundred Eighty-Seven Thousand Eight Hundred Seventy-Seven Dollars (\$287,877)

Alternate UTIA Extension, Employee Health Clinic and build-out of vacant space: One Hundred Eighty-Nine Thousand Two Hundred Twenty-Three Dollars (\$189,223)

If both spaces are designed concurrently: Four Hundred Forty-Eight Thousand Four Hundred Forty-Five Dollars (\$448,445).

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in 11.1, above.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

The Architect shall be compensated at its standard hourly rates (See Exhibit A) for time expended on authorized Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Amount invoiced to the Architect times One and One Quarter (1.25).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase Design Development Phase Construction Documents	Twenty-Five	percent (25	%)
	Twenty-Five	percent (25	%)
	Twenty-Five	percent (25	%)
Phase Procurement Phase Construction Phase	<u>Five</u>	percent (<u>5</u>	%)
	<u>Twenty</u>	percent (<u>20</u>	%)
Total Basic Compensation	one hundred	percent (100	%)

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A for Architect's hourly billing rates.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - .1 Transportation and authorized out-of-town travel and subsistence;
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
 - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
 - .4 Printing, reproductions, plots, and standard form documents;
 - .5 Postage, handling, and delivery;

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User Notes:

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- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus—percent (times—One and Fifteen Hundredths (1.15 %) of the expenses incurred.
- § 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

- § 11.10.1.1 An initial payment of $\underline{\text{Zero}}$ (\$ $\underline{0}$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.
- § 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

One percent (1%) per month %

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- § 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- § 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

- 12.1 The above fee includes any federal, state or local sales, service, or other taxes which are applicable as of the date of this Agreement (the "Effective Date"). Any new taxes which are imposed by law after the Effective Date will be considered an additional cost and will be added to the above fees.
- 12.2 In recognition of the relative risks, rewards and benefits of the Project to both Owner and Architect, Owner and persons claiming through Owner agree to limit the liability of Architect, its agents, consultants and employees for all claims arising out of, in connection with or resulting from the performance of services under this Agreement to the greater (i) an amount in the aggregate of the amount of fees paid under this Agreement or (ii) an amount equal in total to \$1,000,000 of the proceeds available under Architect's applicable insurance policy.
- 12.3 Services for interior design and furniture, fixtures and equipment services are not included in Architect's Basic Services. Civil Engineering, Structural Engineering and Landscape architecture, kitchen design, and acoustical design services are not included in Architect's Basic Services.
- 12.4 The parties acknowledge that Architect is a limited liability company and Owner is a corporation or limited liability company. he parties agree that any claim made by a party arising out of any act or omission of any director, officer or employee of the other party, in the execution or performance of this Agreement, shall be made against the corporation and not against such director, officer or employee. T Notwithstanding the foregoing, if Owner is not a corporation or limited liability company, Owner's liability is not limited by the terms of this provision.
- 12.5 Nothing contained in this Agreement shall require Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. No fiduciary agreement or relationship is intended or implied. Architect makes no warranties or guarantees, express or implied. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Architect is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and the existence of an error or omission does not automatically constitute a breach of the standard of care. Owner shall establish a reasonable contingency line item in the construction budget to cover premium costs resulting from errors and omissions, and Architect shall not be liable therefore unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the standard of care.
- 12.6 In order to minimize construction problems and change orders, Architect's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, Owner may choose to accelerate the completion of the work so that it is completed in a shorter time period than would normally be required. Owner agrees that if the decision to fast-track the Project is made after the scope and fee for Basic Services has been agreed upon, Architect's additional fees associated with the fast-track process will be considered a contingent additional service and Owner shall compensate Architect for such additional fees pursuant to Section 3.3 of this Agreement. Owner understands that if construction or furnishings contracts are let prior to the completion of final working drawings and specifications there may be increases in costs and change orders caused by the inability to coordinate Construction Documents, and the inability to make various decisions until after early bids are received and some construction undertaken. Architect has no responsibility for these conditions.
- 12.7 The Owner may choose to disregard the advice of Architect or may otherwise choose to deviate during construction from the construction documents prepared by Architect. Therefore, Owner hereby indemnifies and holds harmless Architect, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where the Owner has knowingly authorized or permitted a deviation from any document prepared by Architect which, over Architect's objection, has not been corrected or where the Owner has elected not to follow any recommendation of

Architect. In the event that Architect or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and costs incurred by the indemnified party in bringing this action.

12.8 Owner will cause Architect, their Consultants and Employees to be named as additional named insureds under the Builders' Risk Insurance applicable to the Project and under any Owner's Protective Policy applicable to the Project.

12.9 The Americans with Disabilities Act ("ADA") provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. Owner acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. Architect however, cannot and does not warrant or guarantee that Owner's Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances and regulations as they apply to the Project.

12.10 If Architect is required to deliver any services required hereunder in the form of digital encoded media, the printed representation of drawings and specifications issued for the Project by Architect shall be the official record of Architect's service provided upon completion of the services and payment in full. Owner agrees to execute Architect's Standard Agreement for Release of Digital Documents to Owner as a condition precedent to the release of any digital media by Architect. Owner shall have a right to rely only on the printed representation in connection with any subsequent modification of such digital media and agrees to indemnify, defend and hold Architect harmless from all cost and expense, including attorneys' fees, from claims which arise out of modification or re-use of such digital media or printed representation by or on behalf of Owner without Architect's consent. Under no circumstances shall transfer of drawings and other instruments of service on digital media for use by Owner, be deemed a sale by Architect, and Architect makes no warranties of merchantability or fitness for a particular purpose. Owner hereby specifically requests Architect to release digital encoded media to Architect's consultants and Owner's Contractor for the Consultants' and Contractor's reference in assisting the Owner on the Project. All such releases to Architect's consultants and the Contractor will prohibit the consultants and the Contractor from using the digital media for any other purpose.

12.11 Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be completed at a stage no later than 50% Design Development, or pay a mutually agreeable sum to Architect to perform the above review services at a stage no later than 50% Design Development. If value engineering occurs at a stage later than 50% Design Development, Owner acknowledges that schedule and cost impacts may occur. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to Architect for its review and adequate time will be provided for Architect to respond to these recommendations. Architect shall be compensated as a Change in Services for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and Architect. Objections to any recommendations made by the VE shall be stated in writing, and Owner agrees that Architect shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.

12.12 The Contractor may make recommendations to Architect regarding the selection of systems, materials and cost reducing alternatives. Architect shall review the Contractor's cost reduction proposals and incorporate those accepted by Owner into the documents. Such review and incorporation by Architect shall be payable by Owner as a Change in Service. The process shall be completed at a stage no later than 50% Design Development. If such process occurs later than 50% Design Development, Owner acknowledges that cost and schedule impacts may occur. Owner also acknowledges that cost reduction proposals may substitute systems or materials of lower initial cost, quality and performance than those that were initially selected.

12.13 If the Project involves remodeling and/or rehabilitation of an existing structure, Owner acknowledges that certain assumptions may be made regarding existing conditions. Because some of those assumptions may not be

verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees to release Architect from liability for any claim or cost for injury or economic loss arising out of the professional services provided under this Agreement with respect to the verification of existing conditions. However, nothing in this Agreement shall release Architect from liabilities, damages or costs attributable to its sole negligence or willful misconduct.

12.14 The Owner acknowledges that the Architect has project experience with most contracting entities in the geographic region. As such, the Architect may believe that certain contracting entities may not have the expertise and/or proper qualifications for all or portion of the project. If, against the advice of the Architect, one of these entities is hired as the construction entity; the Architect reserves the right to charge hourly for any and all services during Bidding and Negotiations and/or Construction Administration. The minimum amount for these services will be the contract amount listed herein. There shall be no maximum. Additionally, the Owner agrees to defend and hold harmless the Architect, its officers, directors, employees, and consultants (collectively Architect) from and against all damages, liabilities or costs including reasonable attorney fees and defense costs arising out of or in any way connected with the services performed under this Agreement. If the Owner chooses to terminate the Architect once this becomes actionable, the Owner agrees to defend and hold harmless the Architect against any claims made relative to the Architect's services. In consideration of the substantial risks to the Architect in rendering professional services in connection with the Project as a result of such contracting entities, the Owner also agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Architect, its officers, directors, employees, and consultants (collectively Architect), which may arise out of or in connection with this Project or the performance of the services under this Agreement by any of the parties named above.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101TM_2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204TM_2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)

 $[\underline{x}]$ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Hourly Rates

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day	and year first written above
OWNER (Signature)	ARCHITECT (Signature)
	Charles V. Griffin, AIA
	President & CEO
(Printed name and title)	(Printed name, title, and license number, if required,



HOURLY PERSONNEL BILLING RATES

JANUARY 2023 THROUGH DECEMBER 2023

CL ACCIFICATION	
CLASSIFICATION	RATE
Legal Support / Post Occupancy	\$ 500
Sr. Partner-In-Charge	260
Partner-In-Charge	230
Director of Design	230
Senior Project Manager III	230
Senior Project Manager II	190
Specifications Manager	180
Senior Project Manager I	175
Senior Construction Administrator	175
Project Manager III	150
Director of Communications	150
Project Manager II	145
Interior Design Manager	135
Construction Administrator	130
Interior Designer III	125
Project Manager I	125
Controller	125
Senior Technical Secretary	120
Interior Designer II	120
Project Architect III	110
Senior Architectural Graduate/Designer II	110
Project Architect II	105
Senior Architectural Graduate/Designer I	100
Project Architect I	100
Architectural Graduate/Designer I	95
Interior Designer I	95
Submittals Clerk II	90
Architectural Student	90
Interior Design Graduate	85
Technical Secretary II	80
Interior Design Student	75

We reserve the right to modify these rates to reflect normal salary review practices.

RESOLUTION 23-___

A RESOLUTION AUTHORIZING THE TERMINATION OF AN INTEREST RATE SWAP AGREEMENT OF THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE RELATING TO CERTAIN OF ITS BONDS, THE PROCEEDS OF WHICH WERE LOANED TO HAMBLEN COUNTY, TENNESSEE

WHEREAS, the County Commission (the "Governing Body") of Hamblen County, Tennessee (the "County") has met pursuant to proper notice; and

WHEREAS, The Public Building Authority of Blount County, Tennessee (the "Authority"), has previously issued its Local Government Public Improvement Bonds, Series A-2-B dated June 21, 2001 (the "Original Bonds"), the proceeds of which were loaned to Hamblen County, Tennessee (the "County"); and

WHEREAS, the Authority entered in an interest rate swap arrangement (the "Swap Agreement"), which presently serves as an interest rate hedge for The Public Building Authority of Sevier County, Tennessee's Local Government Public Improvement Bonds, Series E-4-A Bonds (the "Bonds"), which Bonds refunded bonds issued by the Authority to refund the Original Bonds; and

WHEREAS, payments under the Swap Agreement are paid on behalf of the Authority by the County through a loan agreement between the County and the Authority; and

WHEREAS, the County has determined that it is advisable due to the discontinuation of the use of the London Interbank Offered Rate (also known as LIBOR), which is utilized in the Swap Agreements, and due to current interest rates to request the Authority to terminate the Swap Agreements; and

WHEREAS, in connection with such termination, certain amendments to the Swap Agreement may be necessary to facilitate such termination and to comply with certain requirements under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"); and

WHEREAS, in furtherance of the foregoing, the Board desires to: (i) approve the termination of the Swap Agreement, (ii) authorize any and all amendments to the Swap Agreement as are necessary to facilitate the termination and to comply with the Dodd-Frank Act, and (iii) authorize such other actions as are necessary to accomplish the termination and compliance with the Dodd-Frank Act.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Hamblen County, Tennessee, as follows:

Section 1. Amendment and Termination of the Swap Agreements. The County hereby approves and requests the termination of the Swap Agreement and authorizes such amendments to the Swap Agreement, if any, as are necessary to accomplish the termination and compliance with the Dodd-Frank Act. The County Mayor is hereby authorized, empowered and directed to execute, acknowledge and deliver such amendments and termination agreements in the name and on behalf of the County as shall be necessary or appropriate to accomplish the termination of the Swap Agreement and compliance with the Dodd-Frank Act. In connection with the execution and delivery of such amendments and termination agreements, the County Mayor of the County is hereby authorized, empowered and directed to execute all such documents, instruments, and/or certificates and to do all such acts and things as may be necessary or appropriate to terminate the Swap Agreement and to ensure ongoing compliance with the Dodd-Frank Act in connection therewith. The County is furthermore authorized to make a termination

payment relating to the Swap Agreement at the current market value thereof less any discount offered by the counterparty thereto.

Section 2. Further Actions. All acts and doings of the officers of the County which are in conformity with the purposes and intent of this Resolution and in furtherance of the termination of the Swap Agreement and the compliance with the Dodd-Frank Act shall be and the same hereby are in all respects, approved and confirmed.

Section 3. Immediate Effect. This Resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 23rd day of February, 2023.

	County Mayor	
ATTEST:		
County Clerk		

STATE OF TENNESSEE		
COUNTY OF HAMBLEN)	

I, Peggy C. Henderson, certify that I am the duly qualified and acting County Clerk of Hamblen County, Tennessee, and as such official I further certify that attached hereto is a copy of a resolution duly adopted at a specially called meeting of the governing body of the County held on February 23, 2023; that this resolution will be included in the minutes of the governing body and will be open to public inspection; and that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete copy of the resolution adopted on such date relating to the termination of an interest rate swap agreement of the Public Building Authority of Blount County, Tennessee relating to certain of its bonds, the proceeds of which were loaned to Hamblen County, Tennessee.

WITNESS my official signature of said County on this ____ day of February 2023.

County Clerk			

3RD JUDICIAL DISTRICT RECOVERY SUPPORT SERVICES, INC.

2415 N Davy Crockett PWY

Morristown, TN, 37814

February 8, 2023

The Third Judicial District Recovery Support Services, INC. (TJRSS) appeared before the County Commission on 9-12-22 and requested funds appropriated from the ENDO PHARMACEUTICAL OPIOID SETTLEMENT to purchase safe, stable, long-term, sober housing for Recovery Court participants. The Commission voted in favor (11-1) to set aside \$500,000 from the settlement money to allow time for formation of a detailed plan. TJRSS would like to use the monies set aside to purchase 315 and 321 N. High St. and is requesting time to present a detailed plan on 2-13-23.

Shahin Assadnia, MD, President

Penny Knight, Treasurer

Don Baird, Secretary

A RESOLUTION AUTHORIZING HAMBLEN COUNTY TO APPLY FOR THE EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) CONFINEMENT FACILITIES FUNDING GRANT IN THE AMOUNT OF \$246,000

WHEREAS, the ELC grant will support:

- 1) Enhancement and/or improve the practices of confinement facilities to mitigate the spread of COVID-19 and to reduce the risk of virus transmission and exposure to environmental hazards.
- 2) Implementation of infectious control practices inside facilities.
- 3) Transportation policies and practices consistent with recommendations to reduce virus transmission.

WHEREAS, that Hamblen County Commission desires to take advantage of this reimbursable grant where the County will incur the cost and receive reimbursement upon request from the State. The ELC Grant in a non-matching grant.

NOW, THEREFORE, BE IT RESOLVED that Hamblen County Commission does hereby authorize the County Mayor to prepare an application for the Epidemiology and Laboratory Capacity Confinement Facilities Funding Grant (ELC) in the amount of \$246,000.

Duly passed as	nd approved this day of February 2023.
APPROVED:	Chris Cutshaw, Chairman, HCLB
ATTESTED:	Peggy Henderson, County Clerk



ToddEstep DISTRICT PUBLIC DEFENDER



The State of Tennessee Third Judicial District, Office of the Public Defender Greene, Hancock, Hamblen, and Hawkins Counties

February 1, 2023

Hamblen County Commission

RE: Statutory \$12.50 funding for indigent defense

Dear Commissioner,

I am requesting the passage of a resolution that will trigger an additional statutory funding source for the people represented by the Public Defender's Office in Hamblen County.

This is a user fee of \$12.50. It is not a tax.

Commonly referred to as 12.50, only the people subject to the criminal justice system are assessed the fee via their court cost. It is collected by the Circuit Court Clerk (who retains a small processing fee) and sent to the Public Defender's Conference due to our district being a multiple county district. Money received from Hamblen County 12.50 can only be spent on Hamblen County needs. This money could be used for additional staffing and/or programs to assist our clients through their legal issues.

My goal in leveraging 12.50 is to reduce the recidivism rate in Hamblen County. Here is my vision:

- When possible, any staffing hires through 12.50 will be Hamblen County residents. This could be through parttime attorneys, investigators, legal secretaries, or social workers.
- 2) Initially, this funding source will be leveraged for my Empower Initiative. The Empower Initiative considers the gaps in each county we serve and identifies areas where my office could provide services to assist our clients in the successful completion of their probation.

For Hamblen County specifically, the Empower Initiative will track drug rehabilitation referrals and completion statistics through our forensic social worker Lindsey Holt. Through our social worker, we will also provide basic case management services to help our clients find housing, apply for jobs before being released from jail, education assistance, etc... The Empower Initiative will also focus on Mental Health treatment, Alcohol and Drug Assessments, Individual Counseling, Cognitive Behavioral Therapy, Solution Focused Therapy, and Anger Management Therapy. The Empower Initiative will consist of a voluntary reporting / resource center that will consist of three phases in a 9-12- month aftercare program via a mix of tele-health and physical meetings.

1st phase: 2-3 visits/month (weekly sessions) 2nd phase: 1-2 visits/month (biweekly sessions) 3rd phase: 1 visit/as needed (monthly sessions)

Each phase will provide individualized solutions from the therapies above. All with the goal of eliminating environmental factors and addictions that cause repeat offenders. Reducing recidivism means there will be less people filling up our jail, court costs will be paid, more taxpayers in our local economy, more families reunited with their children, all of which benefit the people of Hamblen County.

Please vote to support the passage of 12.50 funding for your Public Defender's Office. Together we can make a difference in Hamblen County.

With best regards, I remain,

Yours very true

Todd Ester District Public Defender

407 West Fifth North Street, Suite B Morristown, Tennessee 37814 P: (423) 587-7053 F: (423) 587-7054 125 S. Main Street Greeneville, Tennessee P: (423) 638-2456 F: (423) 636-8223 101 W. Broadway, Suite 1 Rogersville, Tennessee 37857 P: (423) 500-4342

RESOLUTION 23-

A RESOLUTION APPROVING AND ADOPTING A COURT COST TO DEFRAY COSTS INCURRED BY THE PUBLIC DEFENDER'S OFFICE

WHEREAS, Tennessee Code Annotated, § 40-14-210 is a statute which authorizes counties to institute a twelve dollar and fifty cent (\$12.50) charge on every misdemeanor and felony cost bill which shall be remitted to the Office of the Executive Director of the District Public Defender's Office, and in turn shall be used to provide legal representation and support services to indigent defendants in criminal proceedings; and,

WHEREAS, the statute directs the clerk of every court having jurisdiction of state misdemeanors and felonies to collect the twelve dollar and fifty cent (\$12.50) charge and remit the same to the Office of the Executive Director of the District Public Defender's Office pursuant to statute; and

WHEREAS, the Hamblen County Legislative Body has determined that it is in the best interests of Hamblen County that the County adopt the implementation of this fee;

NOW, THEREFORE, BE IT RESOLVED, by the County Commission of Hamblen County, Tennessee, meeting in regular session on this the 23rd day of February 2023, with a lawful two-thirds (2/3) majority of said Commission voting in the affirmative as follows:

Section 1. The Hamblen County Commission does hereby approve and adopt the implementation of a twelve dollar and fifty cent (\$12.50) charge on every misdemeanor and felony charge which shall be in accordance with Tennessee Code Annotated§ 40-14-210.

Section 2. The Hamblen County Commission does hereby direct the clerks of every court in Hamblen County having jurisdiction of state misdemeanors and felonies to include in every misdemeanor and felony cost-bill the twelve dollar and fifty cent (\$12.50) charge and remit the same to the Office of the Executive Director of the District Public Defender's Office pursuant to statute.

County Mayor

County Mayor

ATTEST:

County Clerk

Section 3. The Hamblen County Commission does hereby direct that funds collected

shall be used to provide legal representation and support services to indigent defendants in

BUDGET AMENDMENTS



ARNOLD W. BUNCH, JR. Superintendent of Schools

BOARD OF EDUCATION

Carolyn Clawson

Johnny Denton

Joe Gibson, Jr.

Roger Greene

James Grigsby

Clyde Kinder

Jerrod Weems

HAMBLEN 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.

AMENDMENT #4

2022-2023

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #4 to the 2022-2023 General Purpose School Budget. This amendment was approved by the Board of Education on January 10, 2023.

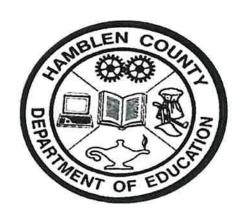
On June 27, 2022, the Hamblen County Commission approved a General Purpose School Budget in the amount of \$96,171,837.30. Amendment #1 did not increase the budget. Amendment #2 increased the budget to \$96,587,642.45. Amendment #3 increased the budget to \$97,187,642.45. Amendment #4 will increase the budget to \$97,241,226.65. Thank you for your consideration of this amendment.

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

Arnold W. Bunch, Jr., Superintendent of Schools

stand a Band

HAMBLEN COUNTY DEPARTMENT OF EDUCATION 2022-2023 Arnold W. Bunch, Jr., Superintendent of Schools GENERAL PURPOSE AMENDMENT #4



HAMBLEN COUNTY SCHOOLS GENERAL PURPOSE SCHOOL BUDGET

				2022-202		
XPENDITURE CODE	TITLE	BUDGET	NCREASE	AMENDMENT M. E		
	INSTRUCTIONAL SUPPLIES AND MATERIALS	\$ 426,104 81		\$ -	ACTUAL \$ 427,604 81	PURPOSE KNOXVILLE TVA EMPLOYEES CREDIT UNION GRANT TO MILLER-BOYD FOR SUPPLIES
71300-729 72210-589	VOCATIONAL INSTRUCTION EQUIPMENT	\$ 11,282,00	S 16,584.20	5 -	\$ 27,846 20	MATERIALS STATE OF TN CTE MIDDLE SCHOOL STEM GRANT FOR EQUIPMENT
72210-385	OTHER CHARGES TOTALS	\$ 70,683.08 \$ 508,249.89	\$ 35,500.00 \$ \$3,584,70	<u> </u>	\$ 106,383.06	UTRUST GRANT FOR STUDENT AND STAFF RECOGNITION
	NET INCREASE		5 63,684,20		\$ 551,834.08	
			GENE	AMBLEN COUNTY S RAL PURPOSE SCHO 2022-2023 MENDMENT #3 - EX	DOL BUDGET	
EVENUE CODE	mue	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
44570	CONTRIBUTIONS AND GIFTS	5 318.818.ss				

\$ 355,838 86

KNOXVILLE TVA EMPLOYEES CREDIT UNION GRANT TO MILLER-BOYD (\$1,500) UTRUST GRANT FOR STUDENT AND STAFF RECOGNITION (\$35,600)

225 807.50 STATE OF TN CTE MIDDLE SCHOOL STEM GRANT

NET INCREASE \$ 53,584.20

6 318,838 85 \$ 37,000.00 \$

\$ 528,062,15 \$ 53,584,20 \$ - \$ 561,646,35

5 209,223.30 \$ 16,584.20

OTHER STATE GRANTS

TOTALS

48980



ARNOLD W. BUNCH, JR. Superintendent of Schools

BOARD OF EDUCATION

Carolyn Clawson

Johnny Denton

Joe Gibson, Jr.

Roger Greene

James Grigsby

Clyde Kinder

Jerrod Weems

HAMBLEN 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.

AMENDMENT #2

2022-2023

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #2 to the 2022-2023 School Nutrition Program Budget. This amendment was approved by the Hamblen County Board of Education on January 10, 2023.

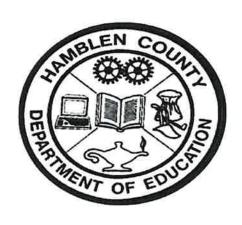
On June 27, 2022, the Hamblen County Commission approved a School Nutrition Program Budget in the amount of \$11,269,045. Amendment #1 increased the budget to \$11,274,995. Amendment #2 will increase the budget to \$11,290,971.95 Thank you for your consideration of this amendment.

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

Arnold W. Bunch, Jr., Superintendent of Schools

Aundo a Sund

HAMBLEN COUNTY DEPARTMENT OF EDUCATION 2022-2023 Arnold W. Bunch, Jr., Superintendent of Schools SCHOOL NUTRITION PROGRAM AMENDMENT #2



HAMBLEN COUNTY SCHOOLS SCHOOL NUTRITION PROGRAM BUDGET 2022-2023

AMENDMENT #2

EXPENDITURE CODE	πτ.ε	BUDGET		NCREASE	DEC	REASE	_	ACTUAL	PURPOSE
73100-422	OTHER SALARIES AND WAGES	\$ 4,701,525.00	s	15,976.95	5	•	\$	4,717,501.95	STATE OF TN SUPPLY CHAIN ASSISTANCE GRANT FOR PURCHASE OF FOOD/MILK
	TOTALS	\$ 4,701,525.00	ş	15,976.95	\$		\$	4,717,501.95	GIOWIT ON
	NET INCREASE		\$	15,976.95					

HAMBLEN COUNTY SCHOOLS SCHOOL NUTRITION PROGRAM BUDGET 2022-2023

AMENDMENT #2

Equity CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
47114	USDA - OTHER	\$ 272,475.00	\$ 15,976.95	<u> </u>	\$ 288,451.95	STATE OF TN SUPPLY CHAIN ASSISTANCE GRANT
	TOTALS	\$ 272,475.00	\$ 15,976.95	s ·	\$ 288,451.95	
	NET INCREASE		\$ 15,976.95			



Hamblen County Commission

For the February 2023 Commission Meeting

Fund		#101	DEPT:	County Comm	nission	
				· · · · · · · · · · · · · · · · · · ·		
Accou	nt Number		Descri		Increase	Decrease
		INCREASE	APPROPRIATI	ONS:		
511	100.207	Medical Ins	urance		\$ 3,000.00	
			APPROPRIAT	IONS:		\$ 3,000.00
513	100.204	State Retire	ement			\$ 3,000.00
		_			3,000	3.000
Brief Descrip	otions of issue	to cover medica	l insurance costs	for County Commi	ssion through FY 22-23	
Insurance co	ost for this yea	ir is more than b	udgeted due to co	verage differences	in newly elected	
ounty com	nissioners con	pared to previou	us commissioners	•	- II-ma-II-	
		Lida and a Lida				
Signature:	amand	la Hale e Director			For Finance Department C Reviewed by:	Only:
Title :	Finance	e Director		_	Budget Amendment:	
Date:	2/3/2	3			Date:	



Hamblen County Commission

For the February 2023 Commission Meeting

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
55710.336	Maintenance and Repair Services - Equipment	\$ 50,000.00	
	DECREASE FUND BALANCE:		
34630.000	Committed for Public Health and Welfare		\$ 50,000.00
		50,000	50,00
oudgeted amount. The er the \$46,000 cost of a	s within the Sanitation Dept. to cover maintenance and repair re is currently \$48,000 in the maintenance and repair line. The replacing an engine in a brush truck and allow for additional c	nis budget amendment wi	II ed
increase appropriation	s within the Sanitation Dept. to cover maintenance and repair re is currently \$48,000 in the maintenance and repair line. The	nis budget amendment wi	II ed
increase appropriation oudgeted amount. The er the \$46,000 cost of a cough the EOY.	s within the Sanitation Dept. to cover maintenance and repair re is currently \$48,000 in the maintenance and repair line. The replacing an engine in a brush truck and allow for additional control of the repair line. For Finant Reviewed	nis budget amendment wi	ll ed



Description

DEPT:

INCREASE APPROPRIATIONS:

Drug Control Fund

Hamblen County Commission

Account Number

Fund

For the February 2023 Commission Meeting

#122

122.54150.718	Motor Vehicles	\$	7,200.00	
	DECREASE FUND BALANCE:			
122	Fund Balance / Restricted for Public Safety			\$ 7,200
ef Descriptions of issu	ie:			
ief Descriptions of issue increase appropriation	ns to cover cost of 2023 Ford Explorer for Narcotics agents i	n excess of budge	eted amount.	
increase appropriation		n excess of budge cost of vehicle.	eted amount.	
increase appropriation	ns to cover cost of 2023 Ford Explorer for Narcotics agents i	n excess of budge cost of vehicle.	eted amount.	
increase appropriation	ns to cover cost of 2023 Ford Explorer for Narcotics agents i	n excess of budge cost of vehicle.	eted amount.	
increase appropriation	ns to cover cost of 2023 Ford Explorer for Narcotics agents in the needed to cover difference in motor vehicle balance and	cost of vehicle.		
increase appropriation	ns to cover cost of 2023 Ford Explorer for Narcotics agents in the needed to cover difference in motor vehicle balance and	n excess of budge cost of vehicle.	Only:	
increase appropriational \$7,200 will	ns to cover cost of 2023 Ford Explorer for Narcotics agents in the needed to cover difference in motor vehicle balance and the	cost of vehicle.	Only:	

Decrease

Increase



Hamblen County Commission

For the February 2023 Commission Meeting

and	#128 DEPT: Dru	ig Use Abatement Fui	nα	
Account Number	Description	on	Increase	Decrease
	INCREASE APPROPRIATIONS:			
55310.316	Contributions - Regional Mental He	alth Center	\$ 500,000.00	
	DECREASE FUND BALANCE:			
39000.000	Unassigned Fund Balance			\$ 500,000.00
			500,000	500,00
rief Descriptions of issue	z: n the Drug Use Abatement Fund Unassig nt Tennessee Regional Recover Center.	ned Fund Balance to cov	ver the contribution	
ignature: Sil	Buttain Mayor	Reviewed by:	Department Only:	
Pate: $\frac{2-8}{2-8}$	3-0023	Date:		

January 1	2022													
January Permit	2023 Date	Applicant	Type	Address	Construction	Permit	SW	Plumbing	Mech.	Gas	Total	Tax Map	Group	Parcel
23-0001	1/4/23	Luis Romero	House 6165 sf	226 Greenbriar Rd	\$400,000.00	\$2,741.25	\$100.00				\$2,841,25	054G	В	002,01
	1/4/23		Mechanical	226 Greenbriar Rd	2.00,000				\$30.00		\$30.00	054G	В	002.01
23-0002M		Luis Romero							\$20.00		\$20.00	046		010.01
23-0003M	1/4/23	Hiller Cooling	Mechanical	7450 Lebanori Church Rd			_	\$110.00	320.00		\$110.00	017C	A	004.00
23-0004P	1/5/23	Gunter Construct	Plumbing	4120 Lake Meadow Lane	\$50,000,00	\$50.00		3110.00			\$50.00	049	_ ^	009.22
23-0005	1/5/23	Brooks Malone	In-Ground Pool	1965 Hindley Rd							\$121,00			067.00
23-0006	1/6/23	Pete Banle	(2) Storage Bldgs	2141 Spout Springs Rd	\$29,972.00	\$121.00		AED 00	020.00			016 047H	В	002 01
23-0007	1/6/23	Kobe Miller	Remodel	1681 Pleasant View Drive	\$45,000.00	\$250.00		\$50,00	\$20.00		\$320.00			
23-0008	1/9/23	Jesse Lavell	Storage Bldg	393 Statem Gap Rd	\$1,500.00	\$176.00	_				\$176,00	050		023.00
23-0009	1/9/23	Salvador Silva	Addition	975 Jacobs Rd	\$4,500.00	\$150.00					\$150.00	050		145.00
23-0010	1/9/23	Salvador Silva	Storage Bldgs	975 Jacobs Rd	\$3,300.00	\$111.00					\$111.00	050		145.00
23-0011	1/11/23	Jeeten Patel	Renovation	1397-1403 Dandelion Circle	\$82,000,00	\$307.40					\$307.40	040B	В	008.00
23-0012	1/13/23	Jason Hooker	Storage Bldg	1205 Arden Lane	\$3,548.00	\$60,00			_		\$60,00	042	_	089.00
23-0013	1/17/23	Jeffery Wilder	House 3802 sf	4648 Crosswinds Drive	\$575,000.00	\$1,890.10	\$100.00				\$1,990.10	010L	Α	102.00
23-0014	1/17/23	Jeffery Wilder	Mechanical	4648 Crosswinds Drive					\$20.00		\$20,00	010L	A	102.00
23-0015P	1/17/23	Keith ivy	Plumbing	2079 Panther Creek Rd				\$95.00			\$95.00	039		-
23-0016	1/18/23	Phillip Cantwell	Garage/Remodel	1610 Wilderness Drive	\$30,000.00	\$338 50					\$338.50	046K	С	012.00
23-0017P	1/18/23	Rachel Hancock	Plumbing	7695 Greenbriar Rd				\$100.00			\$100.00	053		013.00
23-0018	1/19/23	Frank Monger	Building	2146 Spout Springs Rd	\$33,500.00	\$320.00					\$320.00			
23-0019	1/19/23	Charles Mooney	Garage	4372 Whitecliff St	\$14,000,00	\$227 50			1		\$227.50	0260	A	071,00
23-0020	1/19/23	Lisa Duncan	Mathew Duncan	920 Pinewood Circle	\$1,750.00	\$48.00					\$48,00	040P	E	018.00
23-0021	1/19/23	Auslin Atkins	DWMH	943 Kirlwell Ridge Rd	\$116,000.00	\$350.00	19				\$350.00	040		049.01
23-002P	1/20/23	Healy Plumbing	Plumbing	1756 Macedonia Rd	2.10,000.00	********		\$0.00			\$0.00	016		010.05
23-0022P	1/23/23	Phillip Biggs		1269 Little Mtn Rd				\$95.00			\$95.00	027		022 00
			Plumbing Steene Bldg		\$5,000,00	\$96.00		223.00			\$96.00	043		DB8 01
23-0024	1/23/23	Melissa Wilcox	Storage Bldg	3536 McClister Rd	\$5,000.00	490,00		\$00.00			\$90.00	049		023.19
23-0025P	1/23/23	Courtney Greenlee	Plumbing	1807 Mineral Mills Rd	#2 CC7 27	677.00		\$90.00			\$75.00	054		040.04
23-0026	1/23/23	Darlene Harman	Carport/above gd Pool	466 May Rd	\$3,607.37	\$75.00		_						127.10
23-0027	1/23/23	Charles Marcum	Garage	880 Wilburn Rd	\$13,500,00	\$375.00	_				\$375,00	019		
23-0028	1/24/23	Beverly Fishburn	In-Grd Pool/Pool House	2605 Lake Front Drive	\$50,000.00	\$190.00			_		\$190.00	0111	D	001,00
23-0029	1/24/23	Radney Lang	Garage	1700 Dover Rd	\$9,500,00	\$0.00			-		\$0.00	035	- 5	030.10
23-0030	1/25/23	Phillip Carlyle	Garage	7110 Waterfront Terrace	\$200,000.00	\$1,000.00					\$1,000.00	0391	Α	044.00
23-0031G	1/25/23	Phillip Carlyle	Gas	7110 Waterfront Terrace			_			\$25.00	\$25.00	0391	A	044,00
23-0032	1/26/23	Melissa Havens	Garage	6780 Colgate Drive	\$10,258.00	\$180.00			_		\$180.00	054F	E	035.00
23-0033	1/27/23	Tony Moyers	Deck/Cover	800 Greenbriar	\$24,000.00	\$97.00					\$97,00	054	_	004.00
23-0034	1/27/23	JoAnn Eunice	Storage Bldg	290 Luther Proffitt Rd	\$5,335.00	\$50.00					\$50.00	018L	8	001.00
22-0035P	1/30/23	Rick Williams	Plumbing	1376 Mimosa Drive				\$80.00			\$80.00	024		042.01
22-0036	1/30/23	Michael Leonard	Slorage Bldg	3955 Old Kentucky Rd	\$7,200.00	\$40.00					\$40.00	017L	A	001.00
22-0037	1/31/23	Hale Construction	Industry/Warehouse	5935 E. A. J. Hwy	\$236,000.00	\$1,237.50					\$1,237.50	0191	C	010.00
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	Total			Total:	\$1,954,470.37			\$620.00	\$90.00	\$25.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00			
Running	Total			Total:	\$1,954,470.37 \$17,432,685.11					\$25.00 \$660.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00			
Running				Total:							\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00			
Running		**Sto	rmwater fee not collected in								\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	ETHRA	Monthly	YTD
Running		··Sto	rmwater fee not collected in "Ag Exempt" no fee		\$17,432,685.11 Total No.	973,799.10 Amount		\$5,740.00 Total			\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	ETHRA	Monthly	/ YTD
Stunning:		··Sto	rmwater fee not collected in "Ag Exempt" no fee	error CHO and Miscellaneous	\$17,432,685.11 Total No.	\$73,799.10 Amount \$105.00		\$5,740.00 Total \$105.00	\$1,042.50		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	The second second second	STATE OF THE PARTY OF	Company of the Compan
Running.		···Sto		effor CHO and Miscellaneous Re-Zoning Request	\$17,432,685.11 Total No.	973,799.10 Amount		Total \$105.00 \$375.00	\$1,042.50 Grand		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1.00 \$0.00 \$1.416,25	The second second second	STATE OF THE PARTY OF	Company of the Compan
Running		···Sto		CHO and Miscellaneous Re-Zoning Request Variance Request	\$17,432,685.11 Total No. 12 5	Amount \$105.00 \$375,00		Total \$105.00 \$375.00 \$0.00	\$1,042.50		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1.00 \$0.00 \$1.416,25	The second second second	STATE OF THE PARTY OF	Company of the Compan
Running			** Ag Exempt/ no fee	CHO and Miscellaneous Re-Zoning Request Variance Request Plat Approval	\$17,432,685.11 Total No.	\$73,799.10 Amount \$105.00		Total \$105.00 \$375.00 \$0.00 \$1,670.00	\$1,042.50 Grand		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1.00 \$0.00 \$1.416,25	The second second second	STATE OF THE PARTY OF	Company of the Compan
Running'		**Sta		CHO and Miscellaneous Re-Zoning Request Variance Request Plat Approval Land Disturbance/Development	\$17,432,685.11 Total No. 12 5	Amount \$105.00 \$375,00 \$1,670,00		Total \$105.00 \$375.00 \$0.00 \$1,670.00 \$0.00	Grand Total:		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1.00 \$0.00 \$1.416,25 \$85,041,50	The second second second	STATE OF THE PARTY OF	Company of the Compan
Running			** Ag Exempt/ no fee	CHO and Miscellaneous Re-Zoning Request Variance Request Plat Approval Land Disturbance/Development Use on Review	\$17,432,685.11 Total No. 12 5	Amount \$105.00 \$375,00 \$1,670.00		Total \$105.00 \$375.00 \$0.00 \$1,670.00 \$0.00 \$50.00	Grand Total:		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1.00 \$0.00 \$1.416,25 \$85,041,50	The second second second	STATE OF THE PARTY OF	Company of the Compan
Running			** Ag Exempt/ no fee	CHO and Miscellaneous Re-Zoning Request Variance Request Plat Approval Land Disturbance/Development Use on Review Refunds	\$17,432,685.11 Total No. 12 5	Amount \$105.00 \$375,00 \$1,670,00		Total \$105.00 \$375.00 \$0.00 \$1,670.00 \$0.00 \$50.00 \$0.00	Grand Total: 2021-2022 Running	\$660.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1.00 \$0.00 \$1.416,25 \$85,041,50	The second second second	0	0
Stunning			** Ag Exempt/ no fee	CHO and Miscellaneous Re-Zoning Request Variance Request Plat Approval Land Disturbance/Development Use on Review	\$17,432,685.11 Total No. 12 5	Amount \$105.00 \$375,00 \$1,670.00		Total \$105.00 \$375.00 \$0.00 \$1,670.00 \$0.00 \$50.00	Grand Total: 2021-2022 Running Total;		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1.00 \$0.00 \$1.416,25 \$85,041,50	The second second second	0	Company of the Compan

LAW OFFICES CAPPS & BYRD LLP

1004 WEST FIRST NORTH STREET MORRISTOWN, TENNESSEE 37814

PAUL R. CAPPS (1922-2003) FRANK P. CANTWELL JR (Ret.)

CHRISTOPHER P. CAPPS DAVID S. BYRD TELEPHONE: (423) 586-3083 FACSIMILE: (423) 586-0513 WEBSITE: cappsbyrdlaw.com E-MAIL: info@cccblaw.com

February 3, 2023

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 - JANUARY, 2023

Dear Bill:

Please find enclosed three (3) invoices representing legal services rendered on behalf of Hamblen County, Tennessee during the month of January, 2023.

As usual, one invoice covers our General/Miscellaneous File, and two (2) invoices cover separate county departments.

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

https://cccblaw.shurepoint.com/sites/lawfiles/Shared Documents/Hamblen County/Letters/2023/Britton/Bill(Invince)-02-03-23.tlocal-

Christopher P. Capps/alg



Capps & Byrd, LLP

INVOICE

1004 W. 1st North Street Morristown, TN 37814 Invoice # 904 Date: 02/03/2023 Due On: 03/05/2023

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

00027-Hamblen County Government

General Account

Service 01/04/2023 Phone conferences with Bill Brittain and Kelley Hinsley 0.35 \$150.00 \$52.50 Service 01/06/2023 E-mail from Trish Bowman re: 1/9 committee meeting; phone conference with Bill Brittain, Sheriff, et al; meeting with Kelley Hinsley 1.55 \$150.00 \$232.50 Service 01/09/2023 E-mails from and to Bill Brittain re: health department; phone conference with Chris Cutshaw; committee meeting 1.25 \$150.00 \$187.50 Service 01/10/2023 Review proposed agreement 0.20 \$150.00 \$30.00 Service 01/11/2023 Deliver papers to Bill Brittain; call to Bill Brittain 0.30 \$150.00 \$45.00 Service 01/12/2023 Phone conference with Kelley Hinsley 0.15 \$150.00 \$22.50 Service 01/16/2023 E-mail to Brian Blind and Timothy McLemore re: easement 0.05 \$150.00 \$7.50 Service 01/17/2023 E-mail from Trish Bowman re: 1/19 committee meeting; meeting with Bill Brittain; phone conference with Kelley Hinsley 0.35 \$150.00 \$62.50 Service 01/18/2023 Phone conferences with Arthur Knight and Amanda Hale re: garnishment; phone conference with Art	Туре	Date	Description	Quantity	Rate	Total
phone conference with Bill Brittain, Sheriff, et al; meeting with Kelley Hinsley Service 01/10/2023 E-mails from and to Bill Brittain re: health department; phone conference with Chris Cutshaw; committee meeting Service 01/11/2023 Review proposed agreement 0.20 \$150.00 \$30.00 Service 01/11/2023 Deliver papers to Bill Brittain; call to Bill Brittain 0.30 \$150.00 \$45.00 Service 01/12/2023 Phone conference with Bill Brittain 0.10 \$150.00 \$15.00 Service 01/13/2023 Phone conference with Kelley Hinsley 0.15 \$150.00 \$22.50 Service 01/16/2023 E-mail to Brian Blind and Timothy McLemore re: easement Service 01/17/2023 E-mail from Trish Bowman re: 1/19 committee meeting; meeting with Bill Brittain; phone conference with Kelley Hinsley Service 01/18/2023 Phone conferences with Arthur Knight and Amanda Hale re: garnishment; e-mails with Amanda Hale re: garnishment; review loan agreement Service 01/19/2023 E-mails with Amanda Hale re: garnishment; phone conference with Bill Brittain Service 01/19/2023 E-mails with Amanda Hale re: garnishment; phone conference with Art Knight; phone conference with Bill Brittain Service 01/20/2023 E-mails with Brian Blind and Tim McLemore re: easement Service 01/20/2023 E-mails with Brian Blind and Tim McLemore re: easement; e-mail to Richard Kent re: sewer easement	Service	01/04/2023	Phone conferences with Bill Brittain and Kelley Hinsley	0.35	\$150.00	\$52.50
phone conference with Chris Cutshaw; committee meeting Service 01/10/2023 Review proposed agreement 0.20 \$150.00 \$30.00 Service 01/11/2023 Deliver papers to Bill Brittain; call to Bill Brittain 0.30 \$150.00 \$45.00 Service 01/12/2023 Phone conference with Bill Brittain 0.10 \$150.00 \$15.00 Service 01/13/2023 Phone conference with Kelley Hinsley 0.15 \$150.00 \$22.50 Service 01/16/2023 E-mail to Brian Blind and Timothy McLemore re: 0.05 \$150.00 \$7.50 Service 01/17/2023 E-mail from Trish Bowman re: 1/19 committee meeting; meeting with Bill Brittain; phone conference with Kelley Hinsley Service 01/18/2023 Phone conferences with Arthur Knight and Amanda Hale re: garnishment; review loan agreement Service 01/19/2023 E-mails with Amanda Hale re: garnishment; phone conference with Knight; phone conference with Bill Brittain Service 01/19/2023 E-mails with Amanda Hale re: garnishment; phone conference with Art Knight; phone conference with Bill Brittain Service 01/20/2023 E-mails with Brian Blind and Tim McLemore re: 0.20 \$150.00 \$90.00	Service	01/06/2023	phone conference with Bill Brittain, Sheriff, et al;	1.55	\$150.00	\$232.50
Service 01/11/2023 Phone conference with Bill Brittain 0.30 \$150.00 \$45.00 Service 01/12/2023 Phone conference with Bill Brittain 0.10 \$150.00 \$15.00 Service 01/13/2023 Phone conference with Kelley Hinsley 0.15 \$150.00 \$22.50 Service 01/16/2023 E-mail to Brian Blind and Timothy McLemore re: easement 0.05 \$150.00 \$7.50 Service 01/17/2023 E-mail from Trish Bowman re: 1/19 committee meeting; meeting with Bill Brittain; phone conference with Kelley Hinsley Service 01/18/2023 Phone conferences with Arthur Knight and Amanda Hale re: garnishment; e-mails with Amanda Hale re: garnishment; e-mail to Richard Kent re: sewer easement 0.20 \$150.00 \$30.00	Service	01/09/2023	phone conference with Chris Cutshaw; committee	1.25	\$150.00	\$187.50
Service 01/12/2023 Phone conference with Bill Brittain 0.10 \$150.00 \$15.00 Service 01/13/2023 Phone conference with Kelley Hinsley 0.15 \$150.00 \$22.50 Service 01/16/2023 E-mail to Brian Blind and Timothy McLemore re: easement 0.05 \$150.00 \$7.50 Service 01/17/2023 E-mail from Trish Bowman re: 1/19 committee meeting; meeting with Bill Brittain; phone conference with Kelley Hinsley 0.35 \$150.00 \$52.50 Service 01/18/2023 Phone conferences with Arthur Knight and Amanda Hale re: garnishment; e-mails with Amanda Hale re: garnishment; review loan agreement Service 01/19/2023 E-mails with Amanda Hale re: garnishment; phone conference with Art Knight; phone conference with Bill Brittain Service 01/20/2023 E-mails with Brian Blind and Tim McLemore re: easement; e-mail to Richard Kent re: sewer easement	Service	01/10/2023	Review proposed agreement	0.20	\$150.00	\$30.00
Service 01/13/2023 Phone conference with Kelley Hinsley 0.15 \$150.00 \$22.50 Service 01/16/2023 E-mail to Brian Blind and Timothy McLemore re: 0.05 \$150.00 \$7.50 Service 01/17/2023 E-mail from Trish Bowman re: 1/19 committee meeting; meeting with Bill Brittain; phone conference with Kelley Hinsley Service 01/18/2023 Phone conferences with Arthur Knight and Amanda Hale re: garnishment; e-mails with Amanda Hale re: garnishment; review loan agreement Service 01/19/2023 E-mails with Amanda Hale re: garnishment; phone conference with Art Knight; phone conference with Bill Brittain Service 01/20/2023 E-mails with Brian Blind and Tim McLemore re: easement; e-mail to Richard Kent re: sewer easement	Service	01/11/2023	Deliver papers to Bill Brittain; call to Bill Brittain	0.30	\$150.00	\$45.00
Service 01/16/2023 E-mail to Brian Blind and Timothy McLemore re: easement Service 01/17/2023 E-mail from Trish Bowman re: 1/19 committee meeting; meeting with Bill Brittain; phone conference with Kelley Hinsley Service 01/18/2023 Phone conferences with Arthur Knight and Amanda Hale re: garnishment; e-mails with Amanda Hale re: garnishment; review loan agreement Service 01/19/2023 E-mails with Amanda Hale re: garnishment; phone conference with Art Knight; phone conference with Bill Brittain Service 01/20/2023 E-malls with Brian Blind and Tim McLemore re: easement; e-mail to Richard Kent re: sewer easement	Service	01/12/2023	Phone conference with Bill Brittain	0.10	\$150.00	\$15.00
Service 01/17/2023 E-mail from Trish Bowman re: 1/19 committee meeting; meeting with Bill Brittain; phone conference with Kelley Hinsley Service 01/18/2023 Phone conferences with Arthur Knight and Amanda Hale re: garnishment; e-mails with Amanda Hale re: garnishment; review loan agreement Service 01/19/2023 E-mails with Amanda Hale re: garnishment; phone conference with Art Knight; phone conference with Bill Brittain Service 01/20/2023 E-mails with Brian Blind and Tim McLemore re: easement; e-mail to Richard Kent re: sewer easement	Service	01/13/2023	Phone conference with Kelley Hinsley	0.15	\$150.00	\$22.50
meeting with Bill Brittain; phone conference with Kelley Hinsley Service 01/18/2023 Phone conferences with Arthur Knight and Amanda Hale re: garnishment; e-mails with Amanda Hale re: garnishment; review loan agreement Service 01/19/2023 E-mails with Amanda Hale re: garnishment; phone conference with Art Knight; phone conference with Bill Brittain Service 01/20/2023 E-malls with Brian Blind and Tim McLemore re: easement; e-mail to Richard Kent re: sewer easement	Service	01/16/2023	· ·	0,05	\$150,00	\$7.50
Hale re: garnishment; e-mails with Amanda Hale re: garnishment; review loan agreement Service 01/19/2023 E-mails with Amanda Hale re: garnishment; phone conference with Art Knight; phone conference with Bill Brittain Service 01/20/2023 E-mails with Brian Blind and Tim McLemore re: easement; e-mail to Richard Kent re: sewer easement	Service	01/17/2023	meeting with Bill Brittain; phone conference with Kelley	0.35	\$150.00	\$52.50
conference with Art Knight; phone conference with Bill Brittain Service 01/20/2023 E-malls with Brian Blind and Tim McLemore re: 0.20 \$150.00 \$30.00 easement; e-mail to Richard Kent re: sewer easement	Service	01/18/2023	Hale re: garnishment; e-mails with Amanda Hale re:	0.55	\$150.00	\$82.50
easement; e-mail to Richard Kent re: sewer easement	Service	01/19/2023	conference with Art Knight; phone conference with Bill	0.60	\$150,00	\$90.00
Service 01/23/2023 E-mail to Richard Kent re: sewer easement 0.05 \$150.00 \$7.50	Service	01/20/2023		0.20	\$150.00	\$30.00
	Service	01/23/2023	E-mail to Richard Kent re: sewer easement	0.05	\$150.00	\$7.50

Service	01/24/2023	Review e-mail from Amanda Hale and respond re; audit letter; e-mail from Richard Kent re: sewer easement; e-mails to and from Brian Blind re: sewer easement; phone conference with Kent	0.35	\$150.00	\$52.50
Service	01/25/2023	E-mail from Amanda Hale re: garnishment; phone conference with Hinsley	0.25	\$150.00	\$37,50
			T	otal	\$945.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
904	03/05/2023	\$945.00	\$0.00	\$945.00
			Outstanding Balance	\$945.00
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$945.00

Please make all amounts payable to: Capps & Byrd, LLP

Please pay within 30 days.

Capps & Byrd, LLP

INVOICE

1004 W. 1st North Street Morristown, TN 37814 Invoice # 903 Date: 02/03/2023 Due On: 03/05/2023

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

00068-Hamblen County Planning Department

Planning

Туре	Date	Description	Quantity	Rate	Total
Service	01/03/2023	Meeting	1.00	\$150.00	\$150.00
Service	01/05/2023	E-mails to and from Tommy McKinney re: pending litigation	0.05	\$150.00	\$7.50
Service	01/09/2023	E-mails from and to Tommy McKinney re: property	0.05	\$150.00	\$7.50
Service	01/10/2023	E-mails from and to Tommy McKinney re: property	0.10	\$150.00	\$15.00
Service	01/18/2023	Phone conferences with Tornmy McKinney and Clerk's office	0.45	\$150,00	\$67.50
Service	01/19/2023	E-mails from and to Tommy McKinney re: property	0.10	\$150.00	\$15,00
Service	01/20/2023	E-mails from and to Scott Reams and Tina Whitaker re: Guy Collins Rd	0.15	\$150.00	\$22.50
Service	01/23/2023	E-mails from Bill Brittain and Mary Kathryn Coffman re: notices	0.05	\$150.00	\$7.50
Service	01/30/2023	E-mails from and to BJ Lowe and Tommy McKinney re: pending litigation; letter to Sizemores	0.35	\$150.00	\$52.50
Service	01/31/2023	E-mail from Tina Whitaker re: stormwater regulations; e-mails from BJ Lowe re: pending litigation	0.15	\$150.00	\$22.50
			Т	otal	\$367,50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
903	03/05/2023	\$367.50	\$0.00	\$367.50
			Outstanding Balance	\$367.50
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$367.50

Please make all amounts payable to: Capps & Byrd, LLP

Please pay within 30 days.

Capps & Byrd, LLP

INVOICE

1004 W. 1st North Street Morristown, TN 37814 Invoice # 906 Date: 02/03/2023 Due On: 03/05/2023

Hamblen County Road Department 511 West Second North Street Morristown, TN 37814

00055-Hamblen County Road Department

Road Department

Type	Date	Description	Quantity	Rate	Total
Service	01/18/2023	E-mail from Bill Brittain re: HC Road Commission redraft	0.10	\$150.00	\$15.00
Service	01/31/2023	Revise draft and e-mails to and from Bill Brittain, Barry Poole and Tom Hyde	0.85	\$150.00	\$127.50
		a par man la transita de la transita del transita del transita de la transita del de la transita del la transita de la transit		otal	\$142,50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
906	03/05/2023	\$142.50	\$0.00	\$142.50
	(911)an		Outstanding Balance	\$142.50
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$142.50

Please make all amounts payable to: Capps & Byrd, LLP

Please pay within 30 days.

BUDGET AMENDMENTS



und		and Budgeting	
Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
50100 240	Printing, Stationery and Forms	\$ 400.00	
52100.349	Frinting, Stationery and Forms		
	DECREAGE ADDRODDIATIONS.		
	DECREASE APPROPRIATIONS:		
52100.312	Contracts with Private Agencies		\$ 400.0
111		\$ 400.00	\$ 400.
questing Departmen			
mature: <u>UMAU</u>	da Hale	,	
ile: Finance	e Divector		
te: 2/2/2	23	THE STATE OF THE S	
proval by County M	ayor	For Finance D	anartment ()
mature: <u>Bu</u>	ll Butain	Reviewed by:	
le: <u>Co</u>	enty Mayor	Budget Amend	ment
_	1-3-023	-	2163

101

Fund



Chancery Court

Budget Amendment approved by County Mayor for review by the County Commission. (TCA 5-9-407)

DEPT:

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
53400.334	Maintenance Agreements	e 1 900 00	
00400.004	waintenance Agreements	\$ 1,200.00	
	DECREASE APPROPRIATIONS:		
53400.207	Medical Insurance		\$ 1,200.0
		\$ 1,200.00	\$ 1,200.0
		0	
equesting Departmen			
gnature:	use Somes servey		
tle: <u>Ger</u>	k+ Master		
.te:	3/2023		
proval by County Ma	ayor		
gnature:	all Buttain	For Finance De Reviewed by: _	partment On
ile:	eenty Magor	Budget Amenda	ment
te:	-3-7023	ADH 2	16123



Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
53400.320	Dues and Memberships	\$ 100,00	
	DECREASE APPROPRIATIONS:		
53400.194	Jury and Witness Expense		\$ 100.0
		\$ 100.00	\$ 100.0
ef Descriptions of issue		r's Office	
	ns to cover membership dues for the Clerk and Maste	r's Office	
increase appropriation excess of budgeted amore questing Departmen	ns to cover membership dues for the Clerk and Maste ount.	r's Office	
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increase appropriation excess of budgeted amore excess of budgeted amor	ns to cover membership dues for the Clerk and Master ount. Int. Super Server S	For Finance D	epartment On
increase appropriation excess of budgeted amore excess of budgeted amore excess for budgeted amo	ns to cover membership dues for the Clerk and Master ount. Int. Super Server S		



fund	101 DEPT: Courtroom S	Security	
Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
	77.50	\$ 2,000.00	
53920.451	Uniforms	ψ 2,000.00	
	DECREASE APPROPRIATIONS:		
			\$ 2,000.00
53920.716	Law Enforcement Equipment		φ 2,000.00
	1		
		\$ 2,000.00	\$ 2,000.0
equesting Departme			
gnature: V	ocutivo assistan		
ate:	-3-23		
pproval by County M	layor / /	For Finance D	anartment Or
ignature:	ell Bittain	Reviewed by:	
itle :	unty Mayor	Budget Amend	1 100
ate:	2-3-2023	AKIN	Mar.



Account Number	Description	Increase	Decrease
Account Number	INCREASE APPROPRIATIONS:		
		\$ 600.00	
53920.334	Maintenance Agreements		
	DECREASE APPROPRIATIONS:		
			\$ 600.00
53400.207	Law Enforcement Equipment		ψ 000.00
		\$ 600.00	\$ 600.0
	ns to cover an increase in the maintenance agreement Security. Budgeted amount was \$2,600, but agree	ent costs for the X-Ray ement was \$3,200 for FY 22	-23.
	to seem on increase in the maintenance agreeme	ent costs for the X-Ray ement was \$3,200 for FY 22	:-23.
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Fund	101 DEPT: County Comm	mission	
Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
51100.599	Other Charges	\$ 1,800.00	
51100.599	Other Charges		
	DECREASE APPROPRIATIONS:		
51100.334	Maintenance Agreements		\$ 1,800.00
		\$ 1,800.00	\$ 1,800.0
equesting Departmen	7		
-	nda Hale		
itle: Fnan	ce Director		
Date:	23		
approval by County M	7 // //	For Finance D	onavtment Or
ignature:	ento Mayor	Reviewed by:	epartment Or
litle:	enty Mayor	Budget Amend	lment
Date: 2-	1-7023	Alan	1.100



Fund	101 <u>DEPT:</u>	County Mayor	
Account Number	Description	Increase	Decrease
110004110114111111111111111111111111111	INCREASE APPROPRIATIONS:		
51300.351	Rentals	\$ 600.00	
	DECREASE APPROPRIATIONS:		
51300.307	Communication		\$ 600.00
		\$ 600.00	\$ 600.00
Requesting Departmen	nt		
	da Hale		
itle: Finan	a Director		
Date: 2/3/	23		
Approval by County M		For Finance D	tmant Onl
Signature:	ll Buttaen	Reviewed by:	epartment Om
Title: <u>Caur</u>	ty Mayor	Budget Amend	lment
Date: 2	-3-2023	אין אין	دعادا



Fund	101 DEPT: Jail		
Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
54210.524	In Service / Staff Development	\$ 1,500.00	
	DECREASE APPROPRIATIONS:		
54210.716	Law Enforcement Equipment		\$ 1,500.0
		\$ 1,500.00	\$ 1,500.0
		1100	
equesting Departmen	,		
ignature:	t. Seur Laws		
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ate:	18/23	HISTORY (
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ate: /-/	12-2023	-Habi-	.01



Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
70000 000	Maintenance and Repair Services - Vehicles	\$ 250,00	
52300,338	Maintenance and Repair Services - vemcies	ф 200,00	
	DECREASE APPROPRIATIONS:		
52300.355	Travel		\$ 250.00
		\$ 250.00	\$ 250.0
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gnature: Kut	2) Ely		
gnature: Lut	Sor of Frozerty		
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	Sor of Property -23	For Finance D Reviewed by:	
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Financial Summary Report

Hamblen County Trustee Printed 02/07/2023 01:50 PM By SCOTTY LONG

Financial Summary Report - January 01, 2023 to January 31, 2023

Fund	Name	Starting Balance	Receipts	Disbursements	Transfers In	Transfers Out	Comm. Adj.	Commission	Ending Balance
101	GENERAL FUND	\$11,097,629.62	\$1,710,205.44	\$1,668,752.36	\$0.00	\$0.00	(\$25.07)	\$20,909.04	\$11,118,198.73
116	GARBAGE/SOLID WASTE	\$3,497,111.32	\$293,352.27	\$229,187.16	\$0.00	\$0.00	(\$2.82)	\$4,014.16	\$3,557,265.09
122	DRUG CONTROL	\$276,410.06	\$6,053.47	\$9,415.91	\$0.00	\$0.00	\$0.00	\$31.46	\$273,016.16
126	SCHOOL EMPLOYEE SELF INSURANCE	\$32,291.11	\$0.00	\$4,070.50	\$4,195.50	\$0.00	\$0.00	\$0.00	\$32,416.11
127	SCHOOL TAX ACCOUNT	\$111.81	\$1,172,799.20	\$1,172,799.20	\$0.00	\$0.00	\$0.00	\$0.00	\$111.81
128	OPIOID SETTLEMENT FUND	\$2,105,829.60	\$5,701.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,111,531.34
131	HIGHWAY/PUBLIC WORKS	\$594,064.21	\$488,375.76	\$331,059.05	\$0.00	\$0.00	\$0.00	\$2,243.69	\$749,137.23
141	GENERAL PURPOSE SCHOOL	\$21,336,001.38	\$8,955,563.43	\$6,630,142.89	\$0.00	\$0.00	(\$25.36)	\$42,844.56	\$23,618,602.72
142	SCHOOL FEDERAL PROJECTS	\$1,633,775.23	\$1,243,176.30	\$951,041.52	\$0.00	\$0.00	\$0.00	\$0.00	\$1,925,910.01
143	FOOD SERVICE	\$7,147,443.53	\$1,046,870.89	\$550,910.96	\$0.00	\$0.00	\$0.00	\$0.00	\$7,643,403.46
151	GENERAL DEBT SERVICE	\$14,520,334.20	\$642,705.89	\$77,485.24	\$0.00	\$0.00	(\$16.31)	\$10,203.94	\$15,075,367.22
171	GENERAL CAPITAL PROJECTS	\$49,826.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,826.45
176	HIGHWAY CAPITAL PROJECTS	\$648,789.38	\$0.00	\$648,789.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.38
178	AMERICAN RESCUE FUNDS	\$2,853,650.94	\$7,855.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,861,506.77
189	OTHER CAPITAL PROJECTS	\$87,952,739.63	\$285,975.02	\$2,337,883.01	\$0.00	\$0.00	\$0.00	\$0.00	\$85,900,831.64
263	EMPLOYEE SELF-INSURANCE	\$537,736.25	\$261,088.10	\$299,927.26	\$0.00	\$0.00	\$0.00	\$0.00	\$498,897.09
320	FLEX MEDICAL SPENDING	\$6,450.94	\$2,240.88	\$2,240.88	\$0.00	\$0.00	\$0.00	\$0.00	\$6,450.94
351	TRUST AND AGENCY	\$0.00	\$1,507,333.57	\$1,492,260.23	\$0.00	\$0.00	\$0.00	\$15,073.34	\$0.00
999	TRUSTEE'S OFFICE	(\$10,834,793.33)	(\$95,254.13)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$10,930,047.46)
22200	OVERFLOW	\$5,620.77	\$1,400.00	\$2,848.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,172.77
28310	UNDISTRIBUTED TAXES	\$175.00	\$0.00	\$0.00	(\$1,731.00)	(\$1,731.00)	\$0.00	\$0.00	\$175.00
29900	FEE/COMMISSION	\$10,836,493.33	\$95,320.19	\$0.00	\$0.00	\$69.56	\$0.00	\$0.00	\$10,931,743.96
D.H.		\$154,297,691.43	\$17,630,763.85	\$16,408,813.17	\$2,464.50	(\$1,661.44)	(\$69.56)	\$95,320.19	\$155,428,517.42



Financial Summary Report

Hamblen County Trustee Printed 02/07/2023 01:50 PM By SCOTTY LONG

Property Tax Summary	Summary of Assets Beginning Balances	Starting	Debits	Credits	Summary of Assets Ending Balances
CURRENT YEAR	INVESTMENT ACCOUNTS	\$0.00	\$0.00(+)	\$0.00(-)	\$0.00
PRIOR YEAR	CASH	\$1,700.00	\$2,853,563.07(+)	\$2,853,563.07(-)	\$1,700.00
BANKRUPTCY	BANK ACCOUNTS	\$154,290,341.44	\$57,004,154.92(+)	\$55,877,355.93(-)	\$155,417,140.43
INTEREST	COMPENSATION ACCOUNT	\$0.00	\$0.00(+)	\$0.00(-)	\$0.00
	STATE TAX RELIEF	\$3,654.00	\$24,857.00(+)	\$20,830.00(-)	\$7,681.00
	UNUSED ACCOUNTS	\$0.00	\$0.00(+)	\$0.00(-)	\$0.00
	TOTAL	154295695.44	\$59,882,574.99	\$58,751,749.00	\$155,426,521.43

This report is submitted in accordance with requirements of section 5-8-505 and 67-5-1902 Tennessee Code, annoted and to the best of my knowledge and belief, accurately reflects transactions of this office January 01, 2023 through January 31, 2023

Signature:

Title: TRUSTEE

February 07, 2023



MORRISTOWN - HAMBLEN EMERGENCY MEDICAL SERVICE

(423) 587-3280 FAX (423) 585-2729 SERVING THE COMMUNITY SINCE 1985

Greetings,

I just wanted to take a moment to say thank you to everyone who was involved on and behind the scenes in TACN implementation here at MHEMS. We have been live since January 30th at 0600. We have had zero issues and communication has improved. I know this would not have been possible without assistance from City and County government(s) as well as other unnamed individuals and groups.

Thank you for making Morristown Hamblen EMS a more efficient and a safer organization, so we can serve the citizens of Morristown and Hamblen County.

Respectfully,

Danny Houseright A.A.S, Paramedic

Director, MHEMS



PERSONNEL COMMITTEE

Thomas Doty *Chairman*

Stan Harville
Vice-Chairman

Chris Cutshaw *Ex-Officio*

Debbie A'Hearn *Member*

Edna Greene *Member*

Bobby Haun *Member*

Tim Horner *Member*

Peggy Howell *Member*

Joe Huntsman, Sr. *Member*

Rodney Long *Member*

Wayne NeSmith *Member*

Mike Reed Member

Mike Richardson Member

Kyle Walker *Member*

Hamblen County Government PERSONNEL COMMITTEE

Monday, February 13, 2023

Immediately Following Adjournment of Finance Committee

Large Courtroom – Hamblen County Courthouse

AGENDA

- 1. Call to Order Chairman Thomas Doty
- 2. Visitors Wishing to Address the Committee about Agenda Items Only Chairman Thomas Doty (Visitors will allotted 5 minutes to speak)
- 3. Old Business Chairman Thomas Doty
 - a. None
- 4. New Business Chairman Thomas Doty
 - a. Approval of Education Pay Submissions
 - b. Approval of Longevity Pay Submissions
- 5. Items of Interest (No Action Necessary) -Chairman Thomas Doty
 - a. None
- **6.** Adjournment Chairman Thomas Doty

HAMBLEN COUNTY, TENNESSEE OFFICE OF COUNTY MAYOR EDUCATION & LONGEVITY PAY APPLICANTS PRESENTED TO THE PERSONNEL COMMITTEE ON February 13, 2023

EDUCATION

Last Name	First Name	Education	Amount
Lowry	John	Bachelor's	\$850.00

LONGEVITY

Last Name	First Name	Hire Date	Amount	Years of Service
Cooper	Johnny	2/3/2020	\$225.00	3
Ivy	Dagan	2/26/2020	\$225.00	3
Jeffries	Paul	2/24/2020	\$225.00	3

Hamblen County Government PUBLIC SERVICES COMMITTEE



PUBLIC SERVICES COMMITTEE

Mike Richardson *Chairman*

Bobby Haun *Vice-Chairman*

Chris Cutshaw *Ex-Officio*

Debbie A'Hearn *Member*

Stan Harville *Member*

Peggy Howell *Member*

Joe Huntsman, Sr. *Member*

Rodney Long *Member*

Kyle Walker *Member*

Monday, February 13, 2023

Immediately Following the Adjournment of the Personnel Committee

Large Courtroom – Hamblen County Courthouse

AGENDA

- 1. Call to Order Chairman Mike Richardson
- 2. Visitors Wishing to Address the Committee about Agenda Items Only Chairman Mike Richardson (Visitors will be allotted 5 minutes to speak)
- 3. Old Business Chairman Mike Richardson
 - a. None
- 4. New Business Chairman Mike Richardson
 - a. Surplus Item for Register of Deeds- Jim Clawson, Register of Deeds
 - b. Surplus Item for Sheriff's Department-Chad Mullins, Sheriff
 - c. Hamblen County Road Commission-Information for Applicants Requesting Public Road and Right-of-Way Abandonment-County Mayor Bill Brittain
 - d. Resolution 23-___ to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 04, Tax Map 059, Parcel 009.01, 5155 Enka Highway, Morristown, Tennessee 37813 from A-1 to I-2-Lori Matthews, Senior Planner
 - e. Resolution 23-___ to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 04, Tax Map 059, Parcel 004.04, 2451 Grigsby Road, Morristown, Tennessee 37813 from C-1 to I-2- *Lori Matthews, Senior Planner*
 - f. Resolution 23-___ to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 04, Tax Map 059, Parcel 004.04, 2581 Grigsby Road, Morristown, Tennessee 37813 from A-1 to I-2- *Lori Matthews, Senior Planner*
 - g. Resolution 23-___ to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax Map 057, Parcel 058.00, 4601 Sublett Road, Morristown, Tennessee 37813 from A-1 to I-2- *Lori Matthews, Senior Planner*
 - h. Resolution 23-___ to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax Map 057, Part of Parcel 001.01, Guy Collins Road, Morristown, Tennessee 37813 from A-1 to I-2- *Lori Matthews, Senior Planner*
 - Resolution 23-___ to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 03, Tax Map 018P, Group B, Parcels 014.00 & 015.00, 1579 Greene Road, Morristown, Tennessee 37814 from R-1 to A-1-Lori Matthews, Senior Planner
- 5. Items of Interest (No Action Necessary) Chairman Mike Richardson
 - a. None
- 6. Adjournment Chairman Mike Richardson



JIM R. CLAWSON Register of Deeds

Hamblen County Courthouse P. O. Box 766 Morristown, TN 37815 Phone: 423-586-6551 Fax: 423-318-2505

MEMORANDUM

DATE: January 31, 2023

TO: Hamblen County Commission

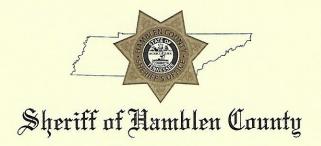
COPY: Amanda Hale, Finance Director

FROM: Jim R. Clawson, Register

RE: Request to sell office plat cabinet

I would request approval to sell a 200 capacity single door metal plat cabinet, presently identified as Plat Cabinet N, which was made by Enduro Binders Inc.

Chad Mullins SHERIFF



Bob Ellis
CHIEF DEPUTY

510 Allison Street Morristown, Tennessee 37814

MEMO

TO:

Trish Bowman

FROM:

Sheriff Chad Mullins

DATE:

February 8, 2023

RE:

Narcotics Vehicle Surplus Request

2012 Chevy Tahoe VIN 1GNSK2E01CR306381

Please include on the February 2023 committee agenda a request to surplus the Narcotics Division's 2012 Chevy Tahoe VIN #1GNSK2E01CR306381. The vehicle is not reliable for use and is too costly to maintain.

Sheriff Chad Millim

Proceeds from the vehicle will be used to purchase a new 2023 Ford Explorer for the Narcotics agents. The cost is \$38,086 and will be purchased through the state contract with Ford of Murfreesboro. The vehicle will be purchased out of the drug fund.

mg

Admin Phone: (423) 586-3781 Jail Phone: (423) 585-2720

HAMBLEN COUNTY ROAD COMMISSION

INFORMATION FOR APPLICANTS REQUESTING PUBLIC ROAD AND RIGHT-OF-WAY ABANDONMENT

The Hamblen County Road Department has certain responsibilities and obligations for public streets, roads and rights-of-way in Hamblen County Tennessee. From time to time, the Hamblen County Road Department receives requests to abandon portions of street and road rights-of-way under their jurisdiction. In this regard, the Hamblen County Road Commission has adopted a Road Abandonment Procedure setting out the guidelines for consideration by the Hamblen County Road Department and its staff in reviewing abandonment requests.

The Road Abandonment Procedure, as mandated under the various applicable statutes and public acts of the State of Tennessee, sets forth procedures for the abandonment process and has been designed to assure that all legal requirements are met and that the interests of the applicant, the Hamblen County Road Department and the general public are protected.

The Road Abandonment process is a coordinated effort principally involving the applicant and the Hamblen County Road Department and its staff. Therefore, this information is being provided for general information to the applicant about the abandonment process.

Notice:

Abandonment by the Hamblen County Hamblen County Road Department of all or any portion of a county road within an existing plat only extinguishes the right of the public to use and maintain the road. If the plat in which the road is located grants rights of user to other lot owners in the plat, abandonment does not extinguish such private rights. Those rights, if they exist, can only be extinguished by legal action in an appropriate court.

This Procedure does not apply to a road to a cemetery, unless a property owner whose property adjoins the road enclosed with a fence files notice with the county clerk of the county in which the road is located that the owner agrees to provide reasonable access to the cemetery or an access road that is reasonably necessary to reach adjoining real property.

GENERAL INFORMATION

- The Hamblen County Commission has the authority to grant or deny the abandonment of public road right-of-way under its jurisdiction in Hamblen County.
- The abandonment, modification of or addition to any Hamblen County street or road requires action of the Hamblen County Commission. However, the Hamblen County Road Commission will submit a recommendation regarding any proposed abandonment of roads and rights-of-way to the Planning Commission of Hamblen County. The Hamblen County Road Department will also submit its recommendation through its Superintendent. The Planning Commission will review to determine if abandonment is consistent with the Urban Growth Plan. If the abandonment is found to be consistent with the Urban Growth Plan, the Planning Commission will approve the abandonment and refer the issue to the Hamblen County Commission for final approval.
- The applicant will be required to pay for all expenses incurred in the abandonment process. The Hamblen County Commission as well as the Hamblen County Planning Commission will incur expenses with the abandonment request including but not limited to legal expenses, public notice expense, title work ,postage, staff time and other possible costs.
- 4. Upon final approval by vote of the Hamblen County Commission, the applicant will also be required to pay an amount equal to (5) years' worth of gas tax revenue attributable to the roadway being abandoned. The annual gas tax revenue from the previous fiscal year will be divided by the number of road miles in Hamblen County (including the length of the roadway being abandoned) to obtain an amount paid per mile which will then be multiplied by the length of the roadway to be abandoned. That calculated number will then be multiplied by five (5) to obtain the sum of gas tax revenues to be paid. This cost is in addition to those set out above in paragraph 3.
- 5. The Hamblen County Highway will process the request for abandonment upon the applicant's having completed the forms necessary to assure Hamblen County Government (County Highway Department, County Road Commission, and County Commission) that the applicant is agreeing to pay all expenses incurred by Hamblen County until the request is resolved. Payment must be made in cash or certified funds within thirty (30) days after the invoice from Hamblen County is received by the applicant. The approval process of the Hamblen County Highway Department will include but is not limited to the following action items upon receipt of an applicant's completed Petition on authorized forms and payment of Petition Fee:

- (a) Establish a date and time for a public hearing (if necessary).
- (b) Inform, in writing, appropriate entities of the requested abandonment including other governmental agencies such as the Department of Natural Resources, TWRA, Department of Interior, etc. where required.
- (c) Obtain title information of record of adjacent property for the area of the abandonment request and affected lands.
- (d) Complete office investigation and field inspections and prepare staff recommendations.

APPLICANT INFORMATION

- 1. The first step for an applicant(s) requesting a public road right-of-way abandonment is to informally review the requested abandonment with the Hamblen County Road Superintendent to determine:
 - (a) If abandonment is in the best interest of Hamblen County and its citizens
 - (b) If the Hamblen County Road Department would consider the abandonment as requested.
 - (c) If the road right of way is the type of right of way that should be processed through the e abandonment process.
- 2. The applicant will then obtain from the Hamblen County Road Department the abandonment petition form entitled "PETITION TO ABANDON ROAD RIGHT-OF-WAY". The form will be completed and the necessary signatures obtained as follows:
- 3. The applicant(s) shall obtain from the County Assessor a copy(s) of the tax roll description (including name and address of the owner of record) of all parcels adjacent to the proposed abandonment request including affected area(s). Copies of the tax roll information as furnished to the Hamblen County Road Department shall be accompanied by a signed written statement of the Official providing said information to the applicant(s) stating that the tax roll information is the complete list of owners of record for the lands adjacent to the proposed abandonment and affected lands relative to the "PETITION TO ABANDON ROAD RIGHT-OF-WAY".
- 4. The applicant(s) will then return the completed, signed and attested "PETITION TO

ABANDON ROAD RIGHT-OF-WAY" to the Hamblen County Road Department Office including a check (payable to the Hamblen County Road Department) in the amount of the current "Road Abandonment Fee(s)". Additional costs may be charged the applicant(s) if Hamblen County Road Department actual costs significantly exceed the regular petition fee. Example of such costs would be where field surveys would be required or unusually large numbers of parcels existed requiring title information.

- 5. Once the "PETITION" is lodged with the Road Department, the Hamblen County Road Department process (outlined under GENERAL INFORMATION) is followed. Hamblen County Road Commission then formally votes to recommend granting or denying the abandonment request. If approved, recommendation to abandon is then sent to Hamblen County Planning Commission together with the recommendation of the Road Department which considers the proposed abandonment and makes a finding regarding the consistency with the Hamblen County General Plan and any other pertinent plans. If approved by the Planning Commission, the recommendation to abandon is sent to Hamblen County Commission for final approval. Upon approval by the County Commission, its resolution will be filled with the Register of Deeds Office of Hamblen County for recording and the Tennessee Department of Transportation noting there will be a reduction in roads mileage for Hamblen County.
- 6. If the abandonment would result in a loss of public access to a lake or stream, an option is granted to the County or the TWRA to assume control over the abandoned area. Both the County and the TWRA must decline the option before any private rights can vest in the abandoned area. Accordingly, both the County and the TWRA must be notified of all such abandonment proceedings. Each of them should exercise their options within 30 days following service upon them of the Petition.

BEFORE THE HAMBLEN COUNTY PLANNING COMMISSION FEBRUARY 6, 2023 MEETING

IN THE MATTER OF LAKEWAY LANDCO, LLC's
REZONING REQUEST FOR
TAX MAP 057, CONTROL MAP 057, PARCEL 058.00
TAX MAP 059, CONTROL MAP 059, PARCEL 09.01
TAX MAP 057, CONTROL MAP 057, PARCEL 001.01
TAX MAP 059, CONTROL MAP 059, PARCEL 4.04

APPLICANT'S INFORMATION STATEMENT

Lakeway LandCo, LLC ("Lakeway"), the owner of the above-referenced properties located in Hamblen County, Tennessee, has applied to the Hamblen County Planning Commission for rezoning of the properties. Lakeway requests a change from the current zoning classifications to the I-2 zoning classification for each parcel so that the current zoning would reflect long-standing use and in order to accommodate the proposed expansion of existing landfills. Lakeway's rezoning application is being publicly noticed for the Commission's February 6, 2023 meeting agenda, with the opportunity for public comment being afforded regarding the requests.

Map 057, Parcel 058.00 and Map 059, Parcel 09.01 have long been used for landfill operations and the application for rezoning merely brings the classification up to date.

Map 057, Parcel 001.01 adjoins the joint City-County landfill operated by the Hamblen County-Morristown Solid Waste Disposal System (SWB). Currently, Lakeway is in negotiations with SWB to convey this parcel to SWB as an expansion site for the City-County landfill. Questions concerning the City-County landfill and proposed expansion are best directed to SWB.

Map 059, Parcel 004.04 adjoins Lakeway's existing landfill operation located on Map 059, Parcel 09.01 and is the site of a proposed expansion of the landfill operation on Parcel 09.01.

The following information is provided regarding the proposed re-zoning of Lakeway's proposed landfill expansion site (Map 059, Parcel 004.04) to aid the Commission's consideration of Lakeway's application.

- The type of waste to be disposed of at the proposed landfill expansion: The proposed landfill expansion will receive Class I solid waste (non-hazardous, municipal solid waste), Class II solid waste (non-hazardous, industrial solid waste), Class III solid waste (primarily non-hazardous Construction/Demolition wastes, farming wastes, landscaping and land clearing wastes, and shredded automotive tires), and other non-hazardous, special wastes as approved in advance by the Tennessee Department of Environment & Conservation ("TDEC").
- The method of disposal to be used at the proposed landfill expansion: Class I, II and III solid waste will be deposited into lined/certified waste cells and covered daily, in accordance with a TDEC-approved Operations Manual and the applicable TDEC solid waste regulations.
- The projected impact on surrounding areas from potential noise and odor created by the proposed landfill expansion operation: Lakeway submits that the best projection of environmental impacts of the proposed landfill expansion is by reference to the compliance record of its existing, Class I landfill located immediately north of the proposed expansion area. All Tennessee landfills receive monthly compliance inspections by TDEC. In the case of the existing Lakeway Class I landfill, TDEC monthly compliance inspection reports for the past 10 years (approximately 120 monthly inspections) demonstrate the exceptional management, operation and maintenance of the existing landfill. Those inspection reports reflect that there has been only a single "minor violation" of TDEC regulations (for battery disposal) during that entire 10-year period. Further, TDEC files reflect that no noise, odor, dust, erosion, air or water pollution, or other such complaints concerning the existing landfill have been received by TDEC in the last 10 years. The proposed landfill expansion is projected to have little to no adverse impact on surrounding areas regarding noise, odor or other environmental factors.
- The projected impact on property values on surrounding areas created by the proposed landfill expansion: The immediate area of the existing Lakeway Class I landfill contains several landfills, many of which have been in existence since the 1960's. The land uses around these landfills includes agricultural and industrial activities, with some residential use. The existence of these landfills has had no adverse impacts on the surrounding properties. As noted below, the proposed landfill expansion is compatible with existing development and zoning in the area and is thus not projected to have an impact on property values in surrounding areas.
- The adequacy of existing roads and bridges to carry the increased traffic projected to result from the proposed landfill expansion. Based on a preliminary traffic impact analysis, it has been determined that TN State Route 160, (a/k/a Enka Highway) has a right-of-way of at least 50 feet, a roadway width in excess of 26 feet, and has adequate capacity for any potential increases in truck traffic due to the expansion. Additionally,

considering that the types of trucks entering/exiting the expansion area will be the same as those currently accessing the existing Lakeway Class I landfill, there are no anticipated bridge limitations affecting the projected landfill traffic and routes into and away from the landfill. An application is expected to be made to the Tennessee Department of Transportation ("TDOT") for the landfill expansion driveway. In this regard, Lakeway will abide by all TDOT permit conditions, regulations, and applicable laws.

- The economic impact on the county, city or both of the proposed landfill expansion: The expansion of the Lakeway Landfill will ensure that Hamblen County will continue to have a facility to dispose of its municipal solid waste for approximately 25 more years after the existing landfill reaches full capacity in about 2026. In addition, the existing landfill is the primary customer of one of the Morristown Utility System's waste water treatment plants; provides local employment; generates property, sales, and payroll taxes, and results in significant local expenditures for the operation and maintenance of the landfill as well as providing other economic benefits to Hamblen County. All of these benefits will continue if the landfill is expanded, in addition to significant local expenditures for the construction of the expansion infrastructure, disposal cells, and closure caps. During the operation of the proposed expansion, the landfill and its contractors will purchase supplies and services from many local companies and businesses. On an annual basis, based on information reported by similar landfill operations, the proposed expanded landfill will purchase goods and services averaging about \$1,500,000 per year, from local and regional companies. Over the next 25 years, based on this level of purchasing goods and services, the Lakeway Landfill will contribute over \$37,000,000 to the local and regional economy.
- The compatibility with existing development or zoning plans presented by the proposed landfill expansion: The existing Lakeway Landfill and the proposed expansion are located in a predominantly industrial and agricultural area, with at least two other landfills located nearby. The existing landfill and the proposed landfill expansion are thus compatible with existing land use and zoning in the area.
- ❖ Other factors which may affect the public health, safety or welfare resulting from the proposed landfill expansion: As regards public health and welfare, reference is made to the 3rd bullet item above regarding the absence of various environmental impacts concerning the existing landfill, and the projected lack of such impacts from the proposed landfill expansion, on surrounding areas. As regards public safety, reference is made to the 5th bullet item above regarding truck traffic projected to result from the proposed expansion, and road improvements that Lakeway plans to undertake for the proposed landfill expansion. Ultimately, the operation of the expansion will meet, and often exceed, the associated TDEC regulations and related permit conditions, which were developed explicitly to protect public health, safety and welfare.

RESOLUTION #_____

A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLEN COUNTY, TENNESSEE BY REZONING DIST 04, TAX MAP 059, PARCEL 009.01 5155 ENKA HWY. MORRISTOWN, TN. 37813 FROM A-1 TO I-2 FEBRUARY 23, 2023

WHEREAS, The Hamblen County Planning Commission heard the request, at their regular schedule meeting on February 6, 2023, to amend the Hamblen County Zoning Map from A-1 to I-2 on Tax Map 059, Parcel 009.01 located outside the Urban Growth Area:

WHEREAS, The Hamblen County Planning Commission does hereby recommend for the rezoning request:

NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Board of Commissioners does hereby approve the rezoning and map amendment from A-1 (Agricultural) to I-2 (Environmental Industrial) according to the attached map.

Motion was made by	
Second by	
Voting For:	Voting Against:
ATTEST:	
County Clerk	:
AUTHENTICATED:	
County Mayor	»
Date:	

Community Development & Planning



TO:

Hamblen County Planning Commission

FROM:

Lori Matthews, Senior Planner

DATE:

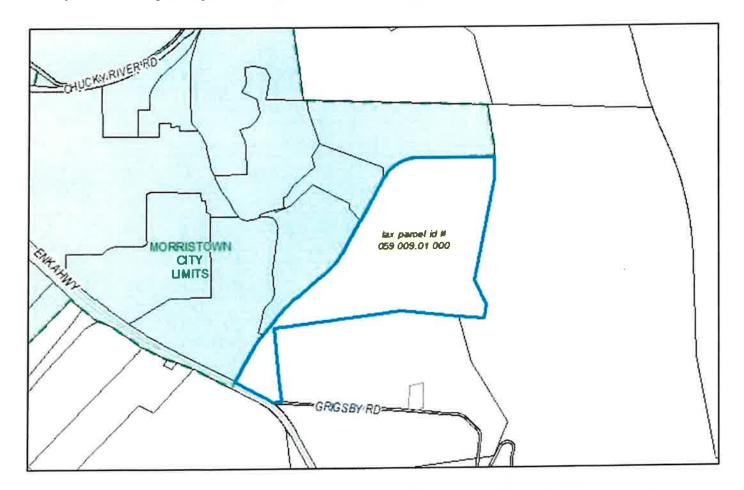
February 6, 2023

REQUEST:

Enka Highway Rezoning Request

Property owner Lakeway Landco, LLC. is requesting that their property, located along the eastern right of way line of Enka Highway between Chucky River Road and recently closed Grigsby Road, having been assigned Hamblen County Tax Parcel ID # 059 009.01, be rezoned from its current designation of A-1(Agricultural and Forestry) to I-2 (Environmental Industrial District).

The 98-acre tract is currently being utilized as an approved landfill regulated by the State of Tennessee. As the request appears to meet the recently amended Environmental Industrial District (I-2) guidelines, and the request brings the zoning designation into conformity with actual longstanding use, Staff would recommend approval of this request.



RESOLUTION	#
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A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLEN COUNTY, TENNESSEE BY REZONING DIST 04, TAX MAP 059, PARCEL 004.04 2451 GRIGSBY ROAD MORRISTOWN, TN. 37813 FROM C-1 TO I-2 FEBRUARY 23, 2023

WHEREAS, The Hamblen County Planning Commission heard the request, at their regular schedule meeting on February 6, 2023, to amend the Hamblen County Zoning Map from C-1 to I-2 on Tax Map 059, Parcel 004.04 located outside the Urban Growth Area:

WHEREAS, The Hamblen County Planning Commission does hereby recommend for the rezoning request:

NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Board of Commissioners does hereby approve the rezoning and map amendment from C-1 (Commercial) to I-2 (Environmental Industrial) according to the attached map.

Motion was made by	
Second by	
Voting For:	Voting Against:
ATTEST:	
County Clerk	
AUTHENTICATED:	
County Mayor	
Date:	

Community Development & Planning



TO:

Hamblen County Planning Commission

FROM:

Lori Matthews, Senior Planner

DATE:

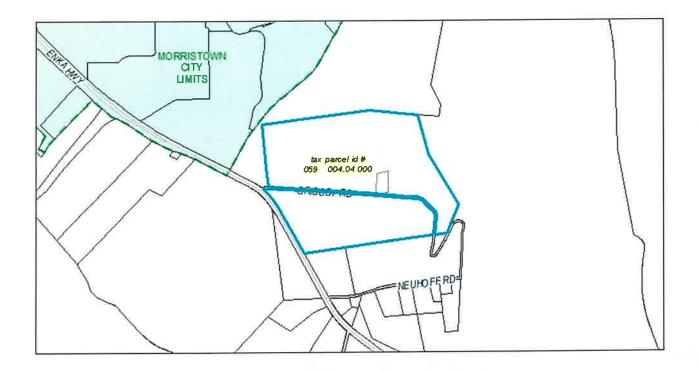
February 6, 2023

REQUEST:

Grigsby Road Rezoning Request

Property owner Lakeway Landco, LLC. is requesting that their property located along recently closed Grigsby Road just north of Neuhoff Road, having been assigned Hamblen County Tax Parcel ID # 059 004.04 be rezoned from its current designation of C-1 (Commercial) to I-2 (Environmental Industrial District).

The 123-acre tract adjoins an existing landfill which needs to be expanded to continue its services to the community, hence the request to rezone the property. As the request appears to meet the recently amended Environmental Industrial District (I-2) guidelines and, the State of Tennessee will need to be satisfied that the proposed development is in compliance with all of their applicable rules and regulations, Staff would recommend approval of this request.



RESOL	UTION	#

A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLEN COUNTY, TENNESSEE BY REZONING DIST 04, TAX MAP 059, PARCEL 004.04 2581 GRIGSBY ROAD MORRISTOWN, TN. 37813 FROM A-1 TO I-2 FEBRUARY 23, 2023

WHEREAS, The Hamblen County Planning Commission heard the request, at their regular schedule meeting on February 6, 2023, to amend the Hamblen County Zoning Map from A-1 to I-2 on Tax Map 059, Parcel 004.04 located outside the Urban Growth Area:

WHEREAS, The Hamblen County Planning Commission does hereby recommend for the rezoning request:

NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Board of Commissioners does hereby approve the rezoning and map amendment from A-1 (Agricultural) to I-2 (Environmental Industrial) according to the attached map.

Motion was made by	
Second by	
Voting For:	Voting Against:
ATTEST:	
*	*
County Clerk	
AUTHENTICATED:	b.
County Mayor	
Date:	

Community Development & Planning



TO: Hamb

Hamblen County Planning Commission

FROM:

Lori Matthews, Senior Planner

DATE:

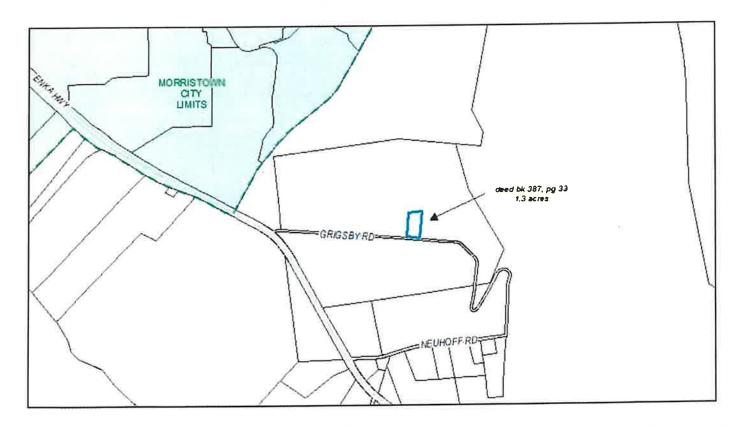
February 6, 2023

REQUEST:

Grigsby Road Rezoning Request

Property owner Lakeway Landco, LLC. is requesting that their property located along recently closed Grigsby Road, having been assigned Hamblen County Tax Parcel ID # 059 004.04 be rezoned from its current designation of A-1 (Agriculture and Forestry) to I-2 (Environmental Industrial District).

The 1.33-acre tract is part of a larger parcel that adjoins an existing landfill which needs to be expanded to continue its services to the community, hence the request to rezone the property. As the request appears to meet the recently amended Environmental Industrial District (I-2) guidelines and, the State of Tennessee will need to be satisfied that the proposed development is in compliance with all of their applicable rules and regulations, Staff would recommend approval of this request.



RESOLUTION #____

A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLEN COUNTY, TENNESSEE BY REZONING DIST 05, TAX MAP 057, PARCEL 058.00 4601 SUBLETT ROAD MORRISTOWN, TN. 37813 FROM A-1 TO I-2 FEBRUARY 23, 2023

WHEREAS, The Hamblen County Planning Commission heard the request, at their regular schedule meeting on February 6, 2023, to amend the Hamblen County Zoning Map from A-1 to I-2 on Tax Map 057, Parcel 058.00 located outside the Urban Growth Area:

WHEREAS, The Hamblen County Planning Commission does hereby recommend for the rezoning request:

NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Board of Commissioners does hereby approve the rezoning and map amendment from A-1 (Agricultural) to I-2 (Environmental Industrial) according to the attached map.

Motion was made by	
Second by	
Voting For:	Voting Against:
ATTEGT.	
ATTEST:	
County Clerk	
•	
AUTHENTICATED:	
County Mayor	
Date:	

Community Development & Planning



TO:

Hamblen County Planning Commission

FROM:

Lori Matthews, Senior Planner

DATE:

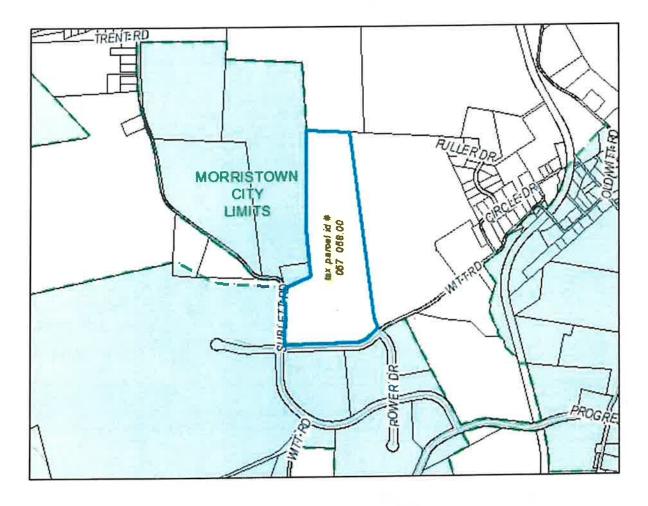
February 6, 2023

REQUEST:

Sublett Road Rezoning Request

Property owner Lakeway Landco, LLC. is requesting that a portion of their property located along Sublett Road, located along the northeastern intersection of Witt Road and Sublett Road, having been assigned Hamblen County Tax Parcel ID # 057 058.00, be rezoned from its current designation of A-1 (Agriculture and Forestry) to 1-2 (Environmental Industrial District).

The 48-acre tract is currently being utilized as an approved landfill regulated by the State of Tennessee. As the request appears to meet the recently amended Environmental Industrial District (I-2) guidelines, and the request brings the zoning designation into conformity with actual longstanding use, Staff would recommend approval of this request.



RESOLUTION #	
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A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLEN COUNTY, TENNESSEE BY REZONING DIST 05, TAX MAP 057, PT OF PARCEL 009.01 GUY COLLINS ROAD MORRISTOWN, TN. 37813 FROM A-1 TO I-2 FEBRUARY 23, 2023

WHEREAS, The Hamblen County Planning Commission heard the request, at their regular schedule meeting on February 6, 2023, to amend the Hamblen County Zoning Map from A-1 to I-2 on Tax Map 057, Pt. of Parcel 009.01 located outside the Urban Growth Area:

WHEREAS, The Hamblen County Planning Commission does hereby recommend for the rezoning request:

NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Board of Commissioners does hereby approve the rezoning and map amendment from A-1 (Agricultural) to I-2 (Environment Industrial) according to the attached map.

Motion was made by	
Second by	
Voting For:	Voting Against:
4	
ATTEST:	
County Clerk	
AUTHENTICATED:	
County Mayor	
Date:	

Community Development & Planning



TO:

Hamblen County Planning Commission

FROM:

Lori Matthews, Senior Planner

DATE:

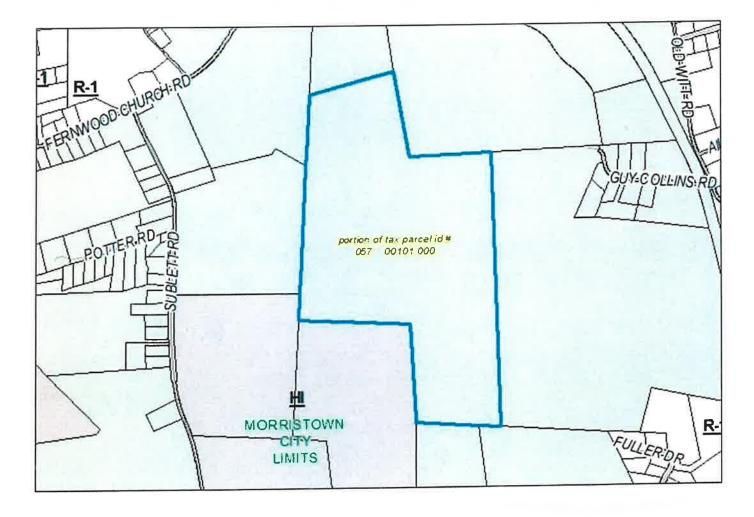
February 6, 2023

REQUEST:

Guy Collins Road Rezoning Request

Property owner Lakeway Landco, LLC. is requesting that a portion of their property located along Guy Collins Road and south of Fernwood Church Road, having been assigned Hamblen County Tax Parcel ID # 057 001.01, be rezoned from its current designation of A-I (Agriculture and Forestry) to 1-2 (Environmental Industrial District).

The 87-acre tract adjoins the Hamblen County/Morristown City Landfill, which is needing to expand its services, and the tract is currently being utilized as an approved landfill regulated by the State of Tennessee. As the request appears to meet the recently amended Environmental Industrial District (I-2) guidelines, and the request brings the zoning designation into conformity with actual longstanding use, Staff would recommend approval of this request.



RESOL	LUTION	#	

A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLEN COUNTY, TENNESSEEBY REZONING DISTRICT 03, TAX MAP 018P, GROUP B, PARCELS 014.00 AND 015.00 1579 GREENE ROAD MORRISTOWN, TN. 37814 FROM R-1 TO A-1 FEBRUARY 23, 2023

WHEREAS, The Morristown Regional Planning Commission heard the request at their regular meeting on January 10, 2023 to amend the Hamblen County Zoning Map from R-1 to A-1 on Tax Map 018P, Group B, Parcels 014.00 & 015.00 located inside the Urban Growth Boundary.

WHEREAS, The Morristown Regional Planning Commission does hereby recommend in favor of the rezoning request;

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

MOTION MADE BY:	
SECOND BY:	
VOTING FOR:	VOTING AGAINST:
ATTEST:	AUTHENTICATED:
County Clerk AUTHENTICATED:	County Mayor
 Date	

Community Development & Planning



TO:

Hamblen County Commission

FROM: DATE: Lori Matthews January 10th, 2023

REQUEST:

Rezoning Request

Property owner(s) Richard and Brenda Ford are requesting their property located at 1579 Green Road be rezoned from R-1 (Single Family Residential) to A-1 (Agricultural) to accommodate placement of a single-wide mobile home. The existing residence suffered fire damage this past fall, so the applicants are asking to tear down what remains of the house and erect in its place a single-wide mobile home.

The surrounding neighborhood is a mix of R-1 and A-1 zoning with single family residential properties being the predominant use. As the applicants wish to continue the residential use of the property, Staff would be in favor of this request as there is A-1 zoning in close proximity.

RECOMMENDATION:

The Morristown Regional Planning Commission, at their January 10, 2023 meeting voted to forward a recommendation of approval on to the Hamblen County Commission.





RULES REVIEW COMMITTEE

Bobby Haun *Chairman*

Thomas Doty *Vice-Chairman*

Chris Cutshaw *Ex-Officio*

Wayne NeSmith *Member*

Mike Richardson

Member

Hamblen County Government RULES REVIEW COMMITTEE

Monday, February 13, 2023

Immediately Following Adjournment of Public Services

Large Courtroom – Hamblen County Courthouse

AGENDA

- 1. Call to Order Chairman Bobby Haun
- 2. Visitors Wishing to Address the Committee about Agenda Items Only Chairman Bobby Haun (Visitors will allotted 5 minutes to speak)
- 3. Old Business Chairman Bobby Haun
 - a. None
- 4. New Business Chairman Bobby Haun
 - a. Hamblen County Commission Public Comment Guidelines for Commission Meetings
 - b. Discussion of a Sign-In Sheet for Public Comments Sections a. and b.
 - c. Discussion for Public Comment Rules for Committee Meetings
 - 1. 3 Minutes per Speaker
 - 2. 15 Minute Time Limit per Committee for Public Comments
 - d. Discussion on Time-Limits for Public Comment Non-Agenda and Agenda Items
 - e. Monthly Checks to Consent Calendar Item
 - f. Personnel Committee-Education, Longevity and Military Pay
- 5. Items of Interest (No Action Necessary) –Chairman Bobby Haun
 - a. None
- 6. Adjournment Chairman Bobby Haun

HAMBLEN COUNTY COMMISSION Public Comment Guidelines for Commission Meeting

- 1. Everyone attending the meeting will refrain from private conversations while the Hamblen County Commission (hereinafter referred to as "the County Commission") is in session and cell phones shall be set to silent.
- 2. Citizens and visitors attending the county commission meetings are expected to act respectfully. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the County Commission or while attending the meeting shall be removed from the room if so directed by the Commission Chairman. The person shall be barred from further audience before the County Commission during that meeting. If the Commission Chairman fails to act, any member of the County Commission may move to require enforcement of the rules, and the affirmative vote of a majority of the County Commission shall require the presiding officer to act.
- 3. The Commission Chairman shall not allow disruptive comments and remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations. The person guilty of such conduct may be removed from the room. In case the Commission Chairman shall fail to act, any member of the County Commission may move to require enforcement of the rules and the affirmative vote of the majority of the County Commission shall require the presiding officer to act.
- 4. No placards, banners, or signs will be permitted in the County Commission meeting room or in any other room in which the County Commission is meeting. Exhibits, displays, and visual aids used in connection with presentations, however, are permitted.
- 5. Cameras, video equipment, and other recording devices shall be restricted to a designated area of the meeting room and shall not be allowed to interfere with the conduct of the meeting or hamper the ability of the audience to observe and participate in the meeting. The Commission Chairman shall require that such equipment be operated within these guidelines or have the equipment removed from the meeting room.

Members of the audience may speak during this section of the agenda subject to the following quidelines:

- A person wishing to address the County Commission regarding items **NOT** on the agenda can do so during the **"Public Comment Item a. Regarding General/Non -Agenda Items."**
- A person wishing to address the County Commission regarding business of the agenda can do so during the "Public Comment Item b. Regarding Agenda Items" section of the agenda.
- A person wishing to address the County Commission must first be recognized by the Commission Chairman.
- The speaker must provide his/her name and address for the minutes.
- Speakers at a commission meeting must address their comments to the Commission Chairman rather than to individual members of the County Commission or staff.
- Each speaker will be allowed a maximum of three (3) minutes to address the County Commission. A majority vote of the County Commission will be required to extend the time limit. The County Commission my impose more restrictive time limits if a large number of persons desire to speak. If a large number of speakers are present to address an issue, the County Commission may set a limit on the total time allowed for all speakers or ask that a Spokesperson be named to speak on behalf of the group.
- The County Commission will not discuss or consider any item addressed during the "Public Comment" Section.
- Issues raised may be referred to staff for response at a later date or may be scheduled for discussion by Commission at a later time.

These guidelines should be made available to the audience prior to the meeting.

Adopted by Hamblen County Legislative Body 11/19/15 effective 12/1/15. Revised by the Hamblen County Legislative Body 1/19/2023 effective 2/1/2023.



BULK WASTE STUDY COMMITTEE

Tim Horner *Chairman*

Rodney Long *Vice-Chairman*

Chris Cutshaw *Ex-Officio*

Edna Greene *Member*

Stan Harville *Member*

Bobby Haun *Member*

Kyle Walker *Member*

Hamblen County Government BULK WASTE STUDY COMMITTEE

Monday, February 13, 2023

Immediately Following Adjournment of the Rules Review Committee

Large Courtroom of the Hamblen County Courthouse

AGENDA

- 1. Call to Order Chairman Tim Horner
- 2. Visitors Wishing to Address the Committee Chairman Tim Horner (Visitors will be allotted 5 minutes to speak)
- 3. Old Business Chairman Tim Horner
 - a. None
- 4. New Business Chairman Tim Horner
 - a. Bulk Waste-Discussion Only-Chairman Tim Horner
 - 1. Introductory Objectives
 - a. Explanation of the Bulk Waste Collection Program
 - b. Educate the Public on Bulk Waste Definitions
 - 2. Litter Program
 - a. Recognition of Concerns
 - b. Education of the Program
 - c. Enforcement Possibilities
- 5. Items of Interest (No Action Necessary) Chairman Tim Horner
 - a. None
- 6. Adjournment Chairman Tim Horner

Hamblen County Government CALENDAR & RULES COMMITTEE



CALENDAR & RULES COMMITTEE

Thomas Doty *Chairman*

Tim Horner *Vice-Chairman*

Chris Cutshaw *Ex-Officio*

Debbie A'Hearn *Member*

Bobby Haun *Member*

Peggy Howell *Member*

Joe Huntsman, Sr. *Member*

Mike Reed

Member

Mike Richardson Member Monday February 13, 2023

Immediately Following Adjournment of the Bulk Waste Study Committee

Large Courtroom of the Hamblen County Courthouse

AGENDA

- 1. Call to Order Chairman Thomas Doty
- 2. Visitors Wishing to Address the Committee about Agenda Items Only *Chairman Thomas Doty* (Visitors will be allotted 5 minutes to speak)
- 3. Old Business Chairman Thomas Doty
 - a. None
- 4. New Business Chairman Thomas Doty
 - a. Review of Regular Calendar Items
 - b. Review of Consent Calendar Items
- 5. Items of Interest Chairman Thomas Doty
 - a. None
- 6. Adjournment Chairman Thomas Doty

HAMBLEN COUNTY LEGISLATIVE BODY

Regularly Scheduled Monthly Meeting Thursday, February 23, 2023 5:00 p.m.

Open Meeting - Sheriff Chad Mullins

Call to Order - Chairman Chris Cutshaw

Prayer – Commissioner Mike Richardson

Pledge of Allegiance - Commissioner Thomas Doty

Roll Call - County Clerk Peggy Henderson

Prepared under the direction of:
Chairman Chris Cutshaw

		Item
1		Recognition/Presentations/Proclamations (Commission Chairman Chris Cutshaw)
		a. None
2		Public Comment (Commission Chairman Chris Cutshaw)
		a. Regarding General/Non-Agenda Items
		b. Regarding Agenda Items
3		Nominations/Appointments (Commission Chairman Chris Cutshaw)
		a. EMS Regulatory Board (Off the Board)
4		Calendar and Rules Committee Report (Chairman Thomas Doty)
	Vote	a. Approval of Consent Calendar Items
	Vote	b. Approval of Regular Calendar Items
5		Items Removed from Consent Calendar
		a. None
6		Approval of Consent Calendar (Commission Chairman Chris Cutshaw)
	Vote	a. Consent Calendar
7		RECESS AS HAMBLEN COUNTY LEGISLATIVE BODY-OPEN PUBLIC HEARING (Commission Chairman Chris Cutshaw)
		a. Resolution 23 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 04, Tax Map 059
		Parcel 009.01, 5155 Enka Highway, Morristown, Tennessee 37813 from A-1 to I-2
		b. Resolution 23 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 04, Tax Map 059
		Parcel 004.04, 2451 Grigsby Road, Morristown, Tennessee 37813 from C-1 to I-2
		c. Resolution 23 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 04, Tax Map 059
		Parcel 004.04, 2581 Grigsby Road, Morristown, Tennessee 37813 from A-1 to I-2
		d. Resolution 23 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax Map 057
		Parcel 058.00, 4601 Sublett Road, Morristown, Tennessee 37813 from A-1 to I-2
		e. Resolution 23 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax Map 057 Part of Parcel 001.01, Guy Collins Road, Morristown, Tennessee 37813 from A-1 to I-2
		f. Resolution 23 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 03, Tax Map 018
		Group B, Parcels 014.00 & 015.00, 1579 Greene Road, Morristown, Tennessee 37814 from R-1 to A-1
		CLOSE PUBLIC HEARING, RECONVENE AS HAMBLEN COUNTY_LEGISLATIVE BODY (Commission Chairman Chris Cutshaw
8		REZONING RESOLUTION VOTE (Commission Chairman Chris Cutshaw)
	Vote	a. Resolution 23 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 04, Tax Map 059
	Vote	Parcel 009.01, 5155 Enka Highway, Morristown, Tennessee 37813 from A-1 to I-2 b. Resolution 23 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 04, Tax Map 059
	vote	Parcel 004.04, 2451 Grigsby Road, Morristown, Tennessee 37813 from C-1 to I-2
	Vote	c. Resolution 23 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 04, Tax Map 059
		Parcel 004.04, 2581 Grigsby Road, Morristown, Tennessee 37813 from A-1 to I-2
	Vote	d. Resolution 23 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax Map 057
		Parcel 058.00, 4601 Sublett Road, Morristown, Tennessee 37813 from A-1 to I-2
	Vote	e. Resolution 23 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax Map 057
		Part of Parcel 001.01, Guy Collins Road, Morristown, Tennessee 37813 from A-1 to I-2
	Vote	f. Resolution 23 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 03, Tax Map 018F Group B, Parcels 014.00 & 015.00, 1579 Greene Road, Morristown, Tennessee 37814 from R-1 to A-1

9		Justice Center/Public Safety Committee (Chairman Tim Horner)					
	Vote	a. Change Order #10					
	Vote	b. Adoption of Hamblen Emergency Operations Plan 5 Year Review and Update (BEOP)					
	Vote	c. Adoption of Hamblen Hazard Mitigation Plan 5 Year Review and Update					
10		Budget Committee (Chairman Bobby Haun)					
	Vote	a. Fiscal Year 2023/2024 Preliminary Budget Plan of Action					
11		Finance Committee (Chairman Bobby Haun)					
	Vote	a. Monthly Checks January 2023					
	Vote	b. Grant Contract Between the State of Tennessee Department of Health and Hamblen County Government					
	Vote	c. Purchase Agreement for Oak Tree Plaza – Contract for Sale					
	Vote	d. Contract with Barber McMurry Architects, LLC for Health Department Project					
	Vote	e. Resolution 23Resolution Authorizing the Termination of an Interest Rate Swap Agreement					
	Vote	f. Request for Funds Appropriated from the ENDO PHARMACUETICAL OPIOID SETTLEMENT from the 3 rd Judicial Recovery Support Services, Inc.					
	Vote						
	Vote						
		Defender's Office					
		i. Budget Amendments					
	Vote	Transfer County Dourd of Education Budget American in Microsco of \$35,55 M25					
	Vote	ii. Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$15,976.95					
	Vote	iii. Fund #101 County Commission \$3,000					
	Vote	iv. Fund #116 Garbage/Sanitation Department \$50,000					
	Vote	v. Fund #122 Drug Control Fund \$7,200					
	Vote	vi. Fund #128 Drug Use Abatement Fund \$500,000					
12		Public Services Committee (Chairman Mike Richardson)					
	Vote						
	Vote						
	Vote						
		Abandonment					
13		Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Chris Cutshaw)					
-		a. March 2023 Committee Meeting: Monday, March 13, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom					
		b. March 2023 Commission Meeting: Thursday, March 23, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom					
14		Adjournment (Commission Chairman Chris Cutshaw)					

CONSENT CALENDAR February 23, 2023

Hamblen County Legislative Body

Order#	Item	Placed From
1	Approval of the Previous Month's Minutes –January 19, 2023	Commission Chairman
2	Approval of Notaries	County Clerk Peggy Henderson
4	Jail/Justice Center Project Expenditures as of January 31, 2023	Justice Center/Public Safety Committee
5	Expenditure Reports – January 2023	Finance Committee
6	Planning Commission Building Permit Log -January 2023	Finance Committee
7	County Attorney Invoices –January 2023	Finance Committee
8	Budget Amendments i. Fund #101 Accounting and Budgeting \$400 ii. Fund #101 Chancery Court \$1,200 iii. Fund #101 Chancery Court \$100 iv. Fund #101 Courtroom Security \$2,000 v. Fund #101 Courtroom Security \$600 vi. Fund #101 County Commission \$1,800 vii. Fund #101 County Mayor \$600 viii. Fund #101 Jail \$1,500 ix. Fund #101 Property Assessor's Office \$250	Finance Committee
9	Trustee Report January 1, 2023-January 31, 2023	Finance Committee
10	Approval of Education Pay Submissions/Approval of Longevity Pay Submissions	Personnel Committee

Thursday, February 23, 2023