# 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

rder #	Vote	Item	
1		Recogni	ition/Presentations/Proclamations (Commission Chairman Chris Cutshaw)
		a.	None
2		Public C	Comment (Commission Chairman Chris Cutshaw)
		a.	Regarding General/Non-Agenda Items
		b.	Regarding Agenda Items
3		Nomina	ations/Appointments (Commission Chairman Chris Cutshaw)
		a.	EMS Regulatory Board (Off the Board)
4		Calenda	ar and Rules Committee Report (Chairman Thomas Doty)
	Vote	a.	Approval of Consent Calendar Items
	Vote	b.	Approval of Regular Calendar Items
5		Items R	emoved from Consent Calendar
		a.	None
6		Approv	al 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 23-05 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 23-06 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
		с.	Resolution <u>23-07</u> 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
			Resolution <u>23-08</u> to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax Map 05
		d.	Parcel 058.00, 4601 Sublett Road, Morristown, Tennessee 37813 from A-1 to I-2
			Resolution <u>23-09</u> to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax Map 05
		e.	Part of Parcel 001.01, Guy Collins Road, Morristown, Tennessee 37813 from A-1 to I-2
		f.	Resolution <u>23-10</u> 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
			PUBLIC HEARING, RECONVENE AS HAMBLEN COUNTY_LEGISLATIVE BODY (Commission Chairman Chris Cutsha
8			NG RESOLUTION VOTE (Commission Chairman Chris Cutshaw)
	Vote	a.	Resolution 23-05 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
	Vote	b.	Resolution 23-06 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
	Vote	с.	Resolution 23-07 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 23-08 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 23-09 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 23-10 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

Vote         a.         Change Order #10           Vote         b.         Adoption of Hamblen Hærgency Operations Plan 5 Year Review and Update (BEOP)           Vote         c.         Adoption of Hamblen Hærgency Operations Plan 5 Year Review and Update           10         vote         a.         Finance Committee (Chairman Bobby Haun)           a.         Finance Committee (Chairman Bobby Haun)         a.           Vote         a.         Monthy Occks 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         c.         Contract with Barber McMurry Architects, LLC for Health Department Project           Vote         c.         Resolution 23-12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)           N         h.         Resolution 23-12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)           Note         i.         Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20           ii.         Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$15,976.95           Vote         ii.         Fund #112 Garbage/Sanitation Department \$20,000           Vote         iiiii.	9		Justice	Center/Public Safety Committee (Chairman Tim Horner)
Vote         b.         Adoption of Hamblen Hargency 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)         a.           11         Finance Committee (Chairman Bobby Haun)         a.           12         Finance Committee (Chairman Bobby Haun)         a.           13         Finance Committee (Chairman Bobby Haun)         a.           14         Finance Committee (Chairman Bobby Haun)         a.           15         Grant Contract Between the State of Tennessee Department of Health and Hamblen County Government           16         Purchase Agreement for Oak Tree Plaza - Contract for Sale           17         Vote         Resolution 32-11 Resolution Authorizing the Termination of an Interest Rate Swap Agreement for Oak Represent for the Hamblen County Board of Education Budget Amendment Facilities (Jail)           17         Vote         Request for Funds Appropriated from the ENDO PHARMACUETICAL OPIOLD SETTLEMENT from the 3r <sup>a</sup> Judicial Resolution 23-12 Resolution Approving and Adopting a Court Cost to Defray Casts Incurred by the Public Defender's Office           10         Wote         I.         Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20           11         Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$15,976.95				
Vote         c.         Adoption of Hamblen Hazard Mitigation Plan 5 Year Review and Update           10         Vote         Budget Committee (Chairman Bobby Haun)           11         Inance Committee (Chairman Bobby Haun)           12         Vote         a. Fiscal Year 2023/2024 Preliminary Budget Plan of Action           11         Finance Committee (Chairman Bobby Haun)         a. Monthly Checks January 2023           12         b. Grant Contract Between the State of Tennessee Department of Health and Hamblen County Government           12         Contract with Barber McMurry Architects, LLC for Health Department Project           13         Resolution 23-11 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)           14         Resolution 23-12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)           15         Resolution 23-12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)           16         Budget Amendments           17         Vote         i.           18         Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20           19         iii.         Fund #112 Garbage/Santation Department \$50,000           19         Vote         ii.         Fund #126 Garbage/Santation Department \$50,000           10         vite         Fund #126 Drug Use Abatement Fund \$500,000         vii.			b.	
Vote         a.         Fiscal Year 2023/2024 Preliminary Budget Plan of Action           11         Vote         a.         Monthly Checks January 2023           Vote         a.         Monthly Checks January 2023           Vote         b.         Grant Contract Between the State of Tennessee Department of Health and Hamblen County Government           Vote         c.         Contract Between the State of Tennessee Department of Health Department Project           Vote         c.         Contract Between the State of Tennessee Department of Health Department Project           Vote         c.         Contract With Barber McMurry Architest, LL CF Health Department Project           Vote         c.         Recoursy Support Services, Inc.           Vote         g.         Resolution 23-13 Resolution Approving and Adopting a Court Cost to Defray Costs Incurred by the Public Defender's Office           Vote         i.         Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20           Vote         ii.         Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$53,584.20           Vote         ii.         Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$51,5976.30           Vote         ii.         Fund #12 Brug Use Abatement Fund \$500,000           Vote         iii.         Fund #12 Brug Use Abatem			c.	
Vote         a.         Fiscal Year 2023/2024 Preliminary Budget Plan of Action           11         Vote         a.         Monthly Checks January 2023           Vote         a.         Monthly Checks January 2023           Vote         b.         Grant Contract Between the State of Tennessee Department of Health and Hamblen County Government           Vote         c.         Contract Between the State of Tennessee Department of Health Department Project           Vote         c.         Contract Between the State of Tennessee Department of Health Department Project           Vote         c.         Contract Between the State OTENNESS, LLC of Health Department Project           Vote         c.         Recours Support Services, Inc.           Vote         g.         Resolution 23-12 Resolution Approving and Adopting a Court Cost to Defray Costs Incurred by the Public Defender's Office           Vote         i.         Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20           Vote         i.         Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$51,5976.92           Vote         i.         Fund #110 County Commission \$3,000           Vote         iii.         Fund #116 Garbage/Sanitation Department \$50,000           Vote         iiiii.         Fund #12 Drug Use Abatement Fund \$500,000           Vote	10		Budget	Committee (Chairman Bobby Haun)
Vete       a. Monthly Checks January 2023         Vete       b. Grant Contract Between the State of Tennessee Department of Health and Hamblen County Government         Vete       c. Contract with Barber McMurry Architects, LLC for Health Department Project         Vete       e. Resolution 23-11 Resolution Authorizing the Termination of an Interest Rate Swap Agreement         Vete       e. Resolution 23-11 Resolution Appropriated from the ENDO PHARMACUETICAL OPIOD SETTLEMENT from the 3rd Judicial Recovery Support Services, Inc.         Vete       g. Resolution 23-12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)         N. Resolution 23-13 A Resolution to Apply for ELC Grant for Confinement Facilities (Jail)         Note       Resolution 23-12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)         Note       Resolution 23-13 A Resolution to Approving and Adopting a Court Cost to Defray Costs Incurred by the Public Defender's Office         I.       Budget Amendments       I.         Vote       I.       Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20         Vote       II.       Hamblen County Commission \$3,000         Vote       II.       Fund #116 Charthage/Sanitation Department 50,000         Vote       II.       Fund #128 Drug Use Abatement Fund \$50,000         Vote       II.       Fund #116 Richardson)         Vote       Surplus Item for R		Vote		
Vote       a. Monthly Checks January 2023         Vote       b. Grant Contract Between the State of Tennessee Department of Health and Hamblen County Government         Vote       c. Contract with Barber McMurry Architects, LLC for Health Department Project         Vote       e. Resolution 23-11 Resolution Authorizing the Termination of an Interest Rate Swap Agreement         Vote       e. Resolution 23-11 Resolution Appropriated from the ENDO PHARMACUETICAL OPIOD SETTLEMENT from the 3rd Judicial Recovery Support Services, Inc.         Vote       g. Resolution 23-12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)         h. Resolution 23-13 A Resolution Approving and Adopting a Court Cost to Defray Costs Incurred by the Public Defender's Office         i. Budget Amendments       i.         Vote       i. Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20         viti       ii. Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$15,976.95         Vote       ii. Fund #101 County Commission \$3,000         vote       vit. Fund #112 Burg Lose Abatement Fund \$50,000         vote       vit. Fund #122 Drug Control Fund \$7,200         vote       s. Surplus Item for Register of Deeds         vote       b. Surplus Item for Sheriff's Department         vote       b. Surplus Item for Sheriff's Department         vote       Surplus Item for Register of Deeds <td></td> <td></td> <td></td> <td>Constitute (Chairman Bakhar Hann)</td>				Constitute (Chairman Bakhar Hann)
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         c.         Contract with Barber McMurry Architects, LLC for Health Department Project           Vote         e.         Resolution 23-11 Resolution Authorizing the Termination of an Interest Rate Swap Agreement           f         Request for Funds Appropriated from the ENDO PHARMACUETICAL OPIOID SETTLEMENT from the 3" Judicial Recovery Support Services, Inc.           Vote         e.         Resolution 23-12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)           Vote         i.         Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584-20           Vote         i.         Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$19,976-95           Vote         ii.         Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$19,976-95           Vote         iii.         Fund #110 County Commission \$3,000           Vote         iii.         Fund #128 Drug Control Fund \$7,200           Vote         vii.         Fund #128 Drug Control Fund \$7,200           Vote         vii.         Fund #128 Drug Control Fund \$7,200           Vote         surglus Item for Sheriff's Department	11			
Vote         C.         Purchase Agreement for Oak Tree Plaza – Contract for Sale           Vote         d.         Contract with Barber McMurry Architects, LLC for Health Department Project           Vote         Resolution 23-11 Resolution Authorizing the Termination of an Interest Rate Swap Agreement           Vote         Resolution 23-12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)           Vote         Resolution 23-13 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)           Vote         Resolution 23-13 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)           Vote         Resolution 23-13 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)           Vote         Resolution 23-13 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)           Vote         I.         Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20           Ii.         Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$15,976.95           Vote         II.         Fund #112 County Commission \$3,000           Vote         IV.         Fund #112 Garbage/Sanitation Department \$50,000           Vote         V.         Fund #122 Drug Control Fund \$50,000           Vote         V.         Fund #122 Drug Control Fund \$500,000           Vote         Surplus Item for Register of Deeds				
Vote       d. Contract with Barber McMurry Architects, LLC for Health Department Project         Vote       e. Resolution 23-11 Resolution Authorizing the Termination of an Interest Rate Swap Agreement         Vote       e. Resolution 23-12 Resolution to Apply for the ENDO PHARMACUETICAL OPIOID SETTLEMENT from the 3rd Judicial Recovery Support Services, Inc.         Vote       g. Resolution 23-12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)         Note       h. Resolution 23-13 Resolution Approving and Adopting a Court Cost to Defray Costs Incurred by the Public Defender's Office         i.       Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20         vote       ii.       Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$15,976.95         Vote       ii.       Fund #110 County Commission \$3,000         Vote       iv.       Fund #112 Drug Control Fund \$50,000         Vote       v.       Fund #120 Drug Control Fund \$50,000         Vote       vi.       Fund #120 Drug Control Fund \$50,000         Vote       s.       Surplus Item for Register of Deeds         Vote       a.       Surplus Item for Register of Deeds         Vote       b.       Surplus Item for Singiston Public Comments Guidelines for Commission Meetings-Item 2Change "Bioistrous" for "Disruptive"         13       Vote       a.       Hamblen County Com				
Vote       e. Resolution 23-11 Resolution Authorizing the Termination of an Interest Rate Swap Agreement         Vote       Request for Funds Appropriated from the ENDO PHARMACUETICAL OPIOD SETLEMENT from the 3 <sup>rd</sup> Judicial Recovery Support Services, Inc.         Vote       g. Resolution 23-12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)         Note       g. Resolution 23-13 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)         Note       Budget Amendments         U       i.       Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20         ii.       Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$15,976.95         Vote       ii.       Fund #101 County Commission \$3,000         Vote       v.       Fund #120 County Commission \$3,000         Vote       v.       Fund #120 County Commission \$3,000         Vote       v.       Fund #120 Engle/Sanitation Department \$50,000         Vote       v.       Fund #120 Engle/Sanitation Department \$50,000         Vote       vi.       Fund #120 Engle/Sanitation Department \$50,000         Vote       vi.       Fund #120 Engle/Sanitation Department \$50,000         Vote       a.       Surplus Item for Register of Deeds         b.       Surplus Item for Register of Deeds       b.         Vote				
Vote       f. Request for Funds Appropriated from the ENDO PHARMACUETICAL OPIOID SETTLEMENT from the 3rd Judicial Recovery Support Services, Inc.         Vote       g. Resolution 23:13 A Resolution Apply for ELC Grant for Confinement Facilities (Jail)         h. Resolution 23:13 A Resolution Approving and Adopting a Court Cost to Defray Costs Incurred by the Public Defender's Office         i.       Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20         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 #112 Drug Use Abatement Fund \$50,000         vote       vi. Fund #122 Drug Control Fund \$5,000         vote       vi. Fund #122 Drug Use Abatement Fund \$50,000         vote       vi. Fund #122 Drug Use Abatement Fund \$50,000         vote       vi. Fund #122 Drug Control Fund \$5,000         vote       vi. Fund #122 Drug Dartment \$         vote       a. Surplus Item for Sheriff's Department         vote       b. Surplus Item for Sheriff's Department         vote       b. Surplus Item for Sheriff's Department         vote       a. Hamblen County Road Commission-Information for Applicants Requesting Public Road and Right-of-Way Abandonment Policy         vote       b. Sign- In Sheet for Public Comments Guidelines for Commission				
Vote       Recovery Support Services, Inc.         g.       Resolution 23:12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)         Note       Inc. Resolution 23:12 Resolution Approving and Adopting a Court Cost to Defray Costs Incurred by the Public Defender's Office         i.       Budget Amendments         i.       Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20         vite       ii.       Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$15,976.95         Vote       iii.       Fund #116 Garbage/Sanitation Department \$50,000         Vote       v.       Fund #122 Drug Control Fund \$7,200         Vote       vi.       Fund #122 Drug Control Fund \$7,200         Vote       vi.       Fund #122 Drug Control Fund \$7,200         Vote       vi.       Fund #122 Drug Control Fund \$50,000         Vote       vi.       Fund #12 Borug Use Abarement Fund \$500,000         Vote       vi.       Fund #12 Borug Use Abarement Fund \$500,000         Vote       a.       Surplus Item for Register of Deeds         Vote       b. Surplus Item for Register of Deeds         Vote       b. Surplus Item for Sheriff's Department         c.       Hamblen County Commission Public Comments Guidelines for Commission Meetings-Item 2Change "Boisterous" to "Disruptive"				Resolution 23-11 Resolution Authorizing the Termination of an Interest Rate Swap Agreement
Vote       n. Resolution 23-13 A Resolution Approving and Adopting a Court Cost to Defray Costs Incurred by the Public Defender's Office         Note       i. Budget Amendments         Vote       i. Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20         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 #128 Drug Use Abatement Fund \$500,000         Vote       vi. Fund #128 Drug Use Abatement Fund \$500,000         Vote       vi. Fund #		Vote	f.	Recovery Support Services, Inc.
Defender's Office         i.       Budget Amendments         i.       Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20         vote       ii.         Vote       Fund #101 County Commission \$3,000         Vote       iv.         Vote       iv.         Vote       iv.         Vote       iv.         Vote       vote         Vote       vote         Vote       vote         Vote       vote         Vote       Fund #116 Garbage/Sanitation Department \$50,000         Vote       vote         Vote       vote         Vote       iii.         Public Services Committee (Chairman Mike Richardson)         a.       Surplus Item for Sheriff's Department         C.       Hamblen County Road Commission-Information for Applicants Requesting Public Road and Right-of-Way Abandonment Policy         Vote       a.       Numblen County Commission Public Comments Guidelines for Commission Meetings-Item 2Change "Boisterous" to "Disruptive"         Vote       b. Sign- In Sheet for Public Comments Section Item #2 a. and bIf not on Sign-In Sheet Name and Address shoul be Stated at Podium         Vote       c. Committee Meetings-3 Minutes per Speaker each Committee         Vote       d. Committee		Vote	g.	Resolution 23-12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)
i.       Budget Amendments       i.       Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20         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       vote       vi.       Fund #110 Garbage/Sanitation Department \$50,000         vote       vote       vi.       Fund #128 Drug Use Abatement Fund \$500,000         vote       vote       vii.       Fund #128 Drug Use Abatement Fund \$500,000         vote       vote       vii.       Fund #128 Drug Use Abatement Fund \$500,000         vote       vote       surplus Item for Register of Deeds       b.         vote       Surplus Item for Register of Deeds       b.       Surplus Item for Sheriff's Department         c.       Hamblen County Commission-Information for Applicants Requesting Public Road and Right-of-Way         Abandonment Policy       a.       Hamblen County Commission Public Comments Guidelines for Commission Meetings-Item 2Change "Boisterous" to "Disruptive"         vote       vote       c.       Committee (Chairman Bobby Haun)       a.       Hamblen County Commission Public Comments Guidelines for Commission Meetings-Item 2Change "Boisterous" to "Disruptive"         vote       vote       c.       Committee Gro Public Comm		Vote	h.	Resolution 23-13 A Resolution Approving and Adopting a Court Cost to Defray Costs Incurred by the Public
Vote       i.       Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20         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 #128 Drug Use Abatement Fund \$500,000         Vote       vi.       Fund #128 Drug Use Abatement Fund \$500,000         Vote       vii.       Fund #128 Drug Use Abatement Fund \$500,000         Vote       vii.       Fund #_0 Purchase of Health Department Building \$				Defender's Office
Vote       ii.       Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$15,976.95         Vote       iii.       Fund #116 Garbage/Sanitation Department \$50,000         Vote       v.       Fund #112 Drug Control Fund \$7,200         Vote       v.       Fund #128 Drug Use Abatement Fund \$500,000         Vote       vi.       Fund #128 Drug Use Abatement Fund \$500,000         Vote       vi.       Fund #128 Drug Use Abatement Fund \$500,000         vote       vi.       Fund #128 Drug Use Abatement Fund \$500,000         vote       vote       Surplus Item for Register of Deeds         b.       Surplus Item for Sheriff's Department         c.       Hamblen County Road Commission-Information for Applicants Requesting Public Road and Right-of-Way Abandonment Policy         13       Vote       a.       Hamblen County Commission Public Comments Guidelines for Commission Meetings-Item 2Change "Boisterous" to "Disruptive"         14       Vote       b. Sign- In Sheet for Public Comments Section Item #2 a. and bIf not on Sign-In Sheet Name and Address shoul be Stated at Podium         Vote       c. Committee Meetings-3 Minutes per Speaker each Committee         Vote       c. Committee Meetings-3 Minute Time Limit per Committee for speakers         Vote       g. Personnel Committee-Education, Longevity, Military Pay Items Moved to Consent Calendar			i.	
12       Vote       \$15,976.95         Wote       Wii.       Fund #110 County Commission \$3,000         Vote       V.       Fund #116 Garbage/Sanitation Department \$50,000         Vote       V.       Fund #122 Drug Control Fund \$7,200         Vote       Vote       Fund #122 Drug Control Fund \$500,000         vi.       Fund #122 Drug Use Abatement Fund \$500,000         vii.       Fund #Purchase of Health Department Building \$		Vote		
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         Vote       vii. Fund #12 purchase of Health Department Building \$		Vote		ii. Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of
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         Vote       vii.       Fund #Purchase of Health Department Building \$				\$15,976.95
Vote Vote Votev.Fund #122 Drug Control Fund \$7,200 vi.Vote VoteFund #128 Drug Use Abatement Fund \$500,000 vii.Vote VoteFund #Purchase of Health Department Building \$12 Vote VotePublic Services Committee (Chairman Mike Richardson) a.12 Vote VoteSurplus Item for Register of Deeds b.13 Vote VoteSurplus Item for Sheriff's Department c.13 Vote VoteRules Review Committee (Chairman Bobby Haun) a.13 Vote Votea.14 VoteRules Review Committee (Chairman Bobby Haun) a.15 Vote Votec.16 Vote VoteCommittee (Chairman Bobby Haun) a.17 Hamblen County Commission Public Comments Guidelines for Commission Meetings-Item 2Change "Boisterous" to "Disruptive" b.14 Vote VoteSign- In Sheet for Public Comments Section Item #2 a. and bIf not on Sign-In Sheet Name and Address shoul be Stated at Podium c.14 Vote Vote VoteCommittee Meetings-15 Minute Time Limit per Committee for speakers e.14 Vote VoteAnnouncements /Informational Items /Upcoming Meeting Dates (Commission Chairman Chris Cutshaw) a.14Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Chris Cutshaw) a.14Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Chris Cutshaw) a.14Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Chris Cutshaw) a.14Announcements /Informational Items /Upcoming Meeting Dates (Commis		Vote		iii. Fund #101 County Commission \$3,000
Vote       vi.       Fund #128 Drug Use Abatement Fund \$500,000         Vote       vii.       Fund # Purchase of Health Department Building \$         12       Vote       Public Services Committee (Chairman Mike Richardson)         14       Vote       a.       Surplus Item for Register of Deeds         Vote       b.       Surplus Item for Sheriff's Department       c.         13       Vote       Rules Review Committee (Chairman Bobby Haun)       a.         13       Vote       a.       Hamblen County Commission Public Comments Guidelines for Commission Meetings-Item 2Change "Boisterous" to "Disruptive"         14       Vote       b. Sign- In Sheet for Public Comments Section Item #2 a. and bIf not on Sign-In Sheet Name and Address shoul be Stated at Podium         15       Vote       c. Committee Meetings—3 Minutes per Speaker each Committee         16       d. Committee Meetings—3 Minute Time Limit per Committee for speakers         17       e. Committee Meetings-3 Minute Time Limits Each for Non-Agenda and Agenda Items         17       f. Monthly Checks Moved to Consent Calendar         18       Vote       vote         19       a. March 2023 Committee (Meeting: Monday, March 13, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom         14       Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Chris Cutshaw)		Vote		iv. Fund #116 Garbage/Sanitation Department \$50,000
Vote       vii.       Fund #Purchase of Health Department Building \$         12       Public Services Committee (Chairman Mike Richardson) <ul> <li>a. Surplus Item for Register of Deeds</li> <li>b. Surplus Item for Sheriff's Department</li> <li>c.</li> <li>Hamblen County Road Commission-Information for Applicants Requesting Public Road and Right-of-Way Abandonment Policy</li> </ul> 13         Rules Review Committee (Chairman Bobby Haun) <ul> <li>a.</li> <li>Hamblen County Commission Public Comments Guidelines for Commission Meetings-Item 2Change "Boisterous" to "Disruptive"</li> <li>b.</li> <li>Sign- In Sheet for Public Comments Section Item #2 a. and bIf not on Sign-In Sheet Name and Address shoul be Stated at Podium</li> <li>c.</li> <li>Committee Meetings-3 Minutes per Speaker each Committee for speakers</li> <li>e.</li> <li>Committee Meetings-30 Minute Time Limits Each for Non-Agenda and Agenda Items</li> <li>f.</li> <li>Monthly Checks Moved to Consent Calendar</li> <li>g.</li> <li>Personnel Committee Heeting: Monday, March 13, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom</li> <li>b.</li> <li>March 2023 Commitsion Meeting: Thursday, March 23, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom</li> </ul>		Vote		
12       Vote         12       Vote         Vote       a. Surplus Item for Register of Deeds         Vote       b. Surplus Item for Sheriff's Department         vote       Hamblen County Road Commission-Information for Applicants Requesting Public Road and Right-of-Way Abandonment Policy         13       Rules Review Committee (Chairman Bobby Haun)         a.       Hamblen County Commission Public Comments Guidelines for Commission Meetings-Item 2Change "Boisterous" to "Disruptive"         Vote       a.         Vote       b. Sign- In Sheet for Public Comments Section Item #2 a. and bIf not on Sign-In Sheet Name and Address shoul be Stated at Podium         Vote       C. Committee Meetings-15 Minutes per Speaker each Committee         Vote       d. Committee Meetings-30 Minute Time Limit per Committee for speakers         vote       vote       f. Monthly Checks Moved to Consent Calendar         Vote       g. Personnel Committee-Education, Longevity, Military Pay Items Moved to Consent Calendar         14       Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Chris Cutshaw)         a.       March 2023 Committee Meeting: Thursday, March 23, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom		Vote		
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13       Abandonment Policy         13       Vote         13       a. Hamblen County Commission Public Comments Guidelines for Commission Meetings-Item 2Change "Boisterous" to "Disruptive"         Vote       b. Sign- In Sheet for Public Comments Section Item #2 a. and bIf not on Sign-In Sheet Name and Address shoul be Stated at Podium         Vote       c. Committee Meetings—3 Minutes per Speaker each Committee         Vote       d. Committee Meetings-15 Minute Time Limit per Committee for speakers         Vote       e. Commission Meetings-30 Minute Time Limits Each for Non-Agenda and Agenda Items         f. Monthly Checks Moved to Consent Calendar       g. Personnel Committee-Education, Longevity, Military Pay Items Moved to Consent Calendar         14       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		Vote	b.	
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Vote       e. Commission Meetings-30 Minute Time Limits Each for Non-Agenda and Agenda Items         Vote       f. Monthly Checks Moved to Consent Calendar         g. Personnel Committee-Education, Longevity, Military Pay Items Moved to Consent Calendar         14       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		Vote	с.	Committee Meetings—3 Minutes per Speaker each Committee
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<ul> <li>a. March 2023 Committee Meeting: Monday, March 13, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom</li> <li>b. March 2023 Commission Meeting: Thursday, March 23, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom</li> </ul>		Vote	g.	Personnel Committee-Education, Longevity, Military Pay Items Moved to Consent Calendar
<ul> <li>a. March 2023 Committee Meeting: Monday, March 13, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom</li> <li>b. March 2023 Commission Meeting: Thursday, March 23, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom</li> </ul>	14	-	Annou	
b. March 2023 Commission Meeting: Thursday, March 23, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom				March 2023 Committee Meeting: Monday, March 13, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom
15 Adjournment (Commission Chairman Chris Cutshaw)			b.	March 2023 Commission Meeting: Thursday, March 23, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom
	15		Adjour	nment (Commission Chairman Chris Cutshaw)
Thursday, Eabruary 22, 202				Thursday, February 23, 2023

### Hamblen County Government Calendar & Rules Committee

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

### **MINUTES**

### Members Present:

Thomas Doty, Tim Horner, Chris Cutshaw, Debbie A'Hearn, Bobby Haun, Tim Horner, Peggy Howell, Joe Huntsman, Sr., Mike Reed, Mike Richardson

### Member Absent:

None

### Call to Order

Chairman Thomas Doty called the meeting to order at 8:32 p.m.

### Visitors Wishing to Address the Committee

### Old Business

None

### **New Business**

- a. Motion (Tim Horner/Bobby Haun, all in favor) to approve the Regular Calendar Items with changes listed below:
  - **1.** Item 11-Finance Committee- Add Budget Amendment for Purchase of Property for new Health Department.
  - 2. Add Item 13-Rules Review Committee
    - a. Hamblen County Commission Public Comments Guidelines for Commission Meetings-Item Change "Boisterous" to "Disruptive"
    - b. County Commission Sign- In Sheet for Public Comments Section Item #2 a. and b. -If name of person's not on the Sign-In Sheet, Name and address would be Stated at Podium
    - c. Committee Meetings—3 Minutes per Speaker each Committee
    - d. Committee Meetings-15 Minute Time Limit per Committee for speakers
    - e. Commission Meetings-30 Minute Time Limits Each for None-Agenda and Agenda Items
    - f. Monthly Checks Moved to Consent Calendar
    - g. Personnel Committee-Education, Longevity, Military Pay Items Moved to Consent Calendar
- b. Motion (Bobby Haun/Mike Richardson, all in favor) to approve the Consent Calendar Items as presented.

### **Adjournment**

There being no further business Chairman Doty adjourned the meeting at 8:35 p.m.

## Hamblen County Government CALENDAR & RULES COMMITTEE

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

TENNESSEE Hamblen County

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

# CONSENT CALENDAR February 23, 2023

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

### CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

AS A CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE FEBRUARY 14, 2023 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. ELAINE M CHESTER	1655 WIND CHASE DR TALBOTT TN 37877	423-608-0283	1833 W MORRIS BLVD., STE 201 MORRISTOWN TN 37813	413-581-5222	
2. NATASHA DAWN CHILDRESS	2143 HIGHVIEW DR MORRISTOWN TN 37814	423-621-8318	2841 W AJ HWY MORRISTOWN TN 37814	423-581-1827	
3. ZACKARY CODY	301 SPRING HOLLOW DR MORRISTOWN TN 378141274	865-368-4168	5327 WINNERS CIRCLE RD MORRISTOWN TN 378132770	-	CNA SURETY
4. DUSTIN A DALTON	541 POPLAR ST MORRISTOWN TN 378135731	865-306-4807	1409 CENTERPOINT BLVD KNOXVILLE TN 379321962	865-544-5400	
5. LARRY DALTON	2737 REEDS CHAPEL RD MORRISTOWN TN 378146043	423-327-9950	2580 BUFFALO TRL MORRISTOWN TN 378145905	423-307-1406	
6. MICHAEL HAYDEN DAVIS	800 ALGONQUIN DR MORRISTOWN TN 378132605	865-712-3335	815 W 5TH NORTH ST MORRISTOWN TN 378143810		
7. JULIA C ESLINGER	1725 ELGIN DR MORRISTOWN TN 37814	423-312-1523	305 KATOM DR KODAK TN 37764	865 225 1580	STATE FARM
8. LISA R GROOMS	1613 ROYAL DR MORRISTOWN TN 37813	000-258-4367	1609 W FIRST NORTH ST MORRISTOWN TN 37814	5815630	TRAVELERS
9. DONNA M HAMILTON	4499 HARBOR DR MORRISTOWN TN 37814	423-748-7501	4499 HARBOR DR MORRISTOWN TN 37814	4237487501	MERCHANTS BONDING COMPANY
10. TODD HEPTINSTALL	2104 BILLY DR NEW MARKET TN 378204842	865-406-9921	6032 W ANDREW JOHNSON HWY TALBOTT TN 378778602		US SPECIALTY INSURANCE COMPANY
11. TERENCE HOLT	430 W 6TH NORTH ST MORRISTOWN TN 378144032	865-228-4617	8923 LINKSVUE DR KNOXVILLE TN 37922	3.50	
12. MISTY LASHEA KIRK	1624 PLEASANT VIEW DR TALBOTT TN 378778895	423-748-7408	1624 PLEASANT VIEW DR TALBOTT TN 378778895		
13. JORDAN SLOAN LEACH	1316 BALES DR MORRISTOWN TN 378146102	423-231-8550	5712 COMMERCE BLVD MORRISTOWN TN 378141049	423-839-2720	
14. CARRIE LILLY	555 MCCAMEY RD. MOSHEIM TN 37818	423-470-3415	1631 E ANDREW JOHNSON HWY MORRISTOWN TN 37814	-	
15. FEATHER LETISHA PAYNE	369 PAINTER CREEK RD CHUCKEY TN 37641	000-534-6969	2181 W ANDREW JOHNSON HWY MORRISTOWN TN 37814	5875685	BIBLE INS
16. BARBARA ELAINE PORTER	PO BOX 14 MOHAWK TN 37810	000-620-4786	2181 W ANDREW JOHNSON HWY MORRISTOWN TN 37814	5875685	BIBLE INS
17. BECKY LYNN SEWELL	740 ELLENCLIFF CIR TALBOTT TN 378778311	423-231-7542	740 ELLENCLIFF CIR TALBOTT TN 378778311	423-581-4388	
18. J. RANDALL SHELTON	1330 DOYLE DR., MORRISTOWN TN 37814	423-581-1634	617 W MAIN ST MORRISTOWN TN 378144508	423-586-0096	STRATE INSURANCE
19. RICHARD F. SMELCER	4500 HOLLY TREE LANE MORRISTOWN TN 37814	423-587-3114	774 KIDWELLS RIDGE ROAD MORRISTOWN TN 37814	423-581-4966	JERRY W. BURKE RONALD D. AILEY
20. TERESA A TRENT	810 BEAR SPRINGS RD MORRISTOWN TN 378141259	423-312-5881	1730 W ANDREW JOHNSON HWY MORRISTOWN TN 378143737	423-581-2880	
	COUNT OF			1	

Batch 145 1-10-23 2-13-23



enderson-no GNATURE

CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE

2-14-0 Return to Regular Calendar DATE



To: Hamblen County Commission

From: Bill Brittain, County Mayor BB

Date: February 16, 2023

Re: Reappointment to EMS Regulatory Board

The Hamblen County EMS Regulatory Board was formed in 2014 to establish and monitor standards for ambulance services.

The Board consists of three persons:

- Emergency Management Agency Director
- Emergency medical services professional
- Physician with emergency medicine experience

The term of Dr. Mark Harrell, an emergency department physician at Morristown-Hamblen Healthcare System, expires this year, and he has agreed to serve another three-year term.

## I am recommending that Dr. Harrell be reappointed to this board position.

The other board members are:

Chris Bell, Hamblen County EMA Director Rick Valentine, assistant director of Sevier County EMS

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.585.4699 www.HamblenCountyTN.gov • email. bbrittain@co.hamblen.tn.us

# MINUTES FOR HAMBLEN COUNTY LEGISLATIVE BODY COMMISSION MEETING

January 19, 2023

See Page 221

### Hamblen County Government Justice Center/Public Safety Committee

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

### MINUTES

### Members Present

Tim Horner, Mike Richardson, Chris Cutshaw, Debbie A'Hearn, Thomas Doty, Edna Greene, Stan Harville, Bobby Haun, Peggy Howell, Joe Huntsman, Sr., Rodney Long, Mike Reed, Kyle Walker

### Members Absent

Wayne NeSmith

### Call to Order

Chairman Horner called the meeting to order at 5:02 p.m.

# Visitors Wishing to Address the Committee

None

### **Old Business**

a. None

### **New Business**

- a. Justice Center Project Update- Tony Pettit, BurWil Construction Company updated the Committee on the status of the Justice Center Project.
   No Action Taken-Informational Purposes Only
- b. Change Order #10- Tony Pettit BurWil Construction Company presented to the Committee Change Order #10.

Motion (Rodney Long/Mike Richardson, all in favor) to approve the Change Order #10 as requested from Moseley Architects for \$130,447.

- Adoption of the Hamblen Emergency Operations Plan 5 Year Review and Update (BEOP).
   Motion (Kyle Walker/Mike Richardson, all in favor) to adopt the Hamblen Emergency Operations Plan
   5 Year Review and Update as presented by EMA Director, Chris Bell.
- d. Adoption of the Hamblen County Multi-Jurisdiction Hazard Mitigation Plan 5 Year Review and Update. *Motion (Thomas Doty/Joe Huntsman, Sr., all in favor) to adopt the Hamblen County Multi-Jurisdiction Hazard Mitigation Plan as presented by EMA Director, Chris Bell.*

### Items of Interest (No Action Necessary)

a. Jail/Justice Center Project Expenditures as of January 31, 2023.

### **Adjournment**

There being no further business Chairman Horner adjourned the meeting at 5:28 p.m.



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

# MOSELEYARCHITECTS

Change Order

# **Hamblen County Justice Center**

### Change Order Number: 10

Project # 590418

To Contractor:	Change Order Date:	01/31/2023
Blaine Construction Corporation	Contract Date:	10/18/2021
6510 Deane Hill Drive Knoxville, TN 37919		

The Contract is hereby revised by the following items:

PCO	Description	Days	Amount
026	RFI-127 Reinforcement Detail	0	\$4,799.00
031	Delete Micro-Pile MP-400 and MP-401 and Thickened Matt	0	\$30,723.00
040	Slab Rated Gap UL Assembly Pre-Cast to slab	0	\$94,925.00
	Total for this Change Order:	0 Days	\$130,447.00
The original C	Contract Sum was		\$92,208,500.48

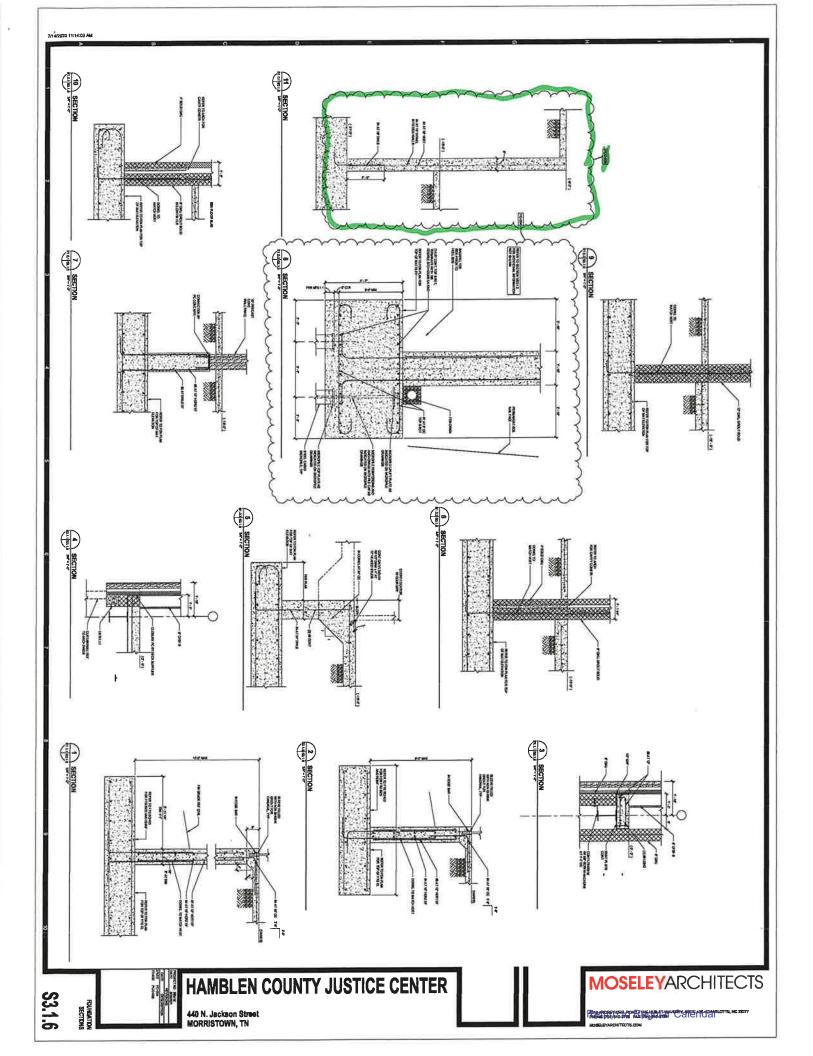
\$686,688.68
\$92,895,189.16
\$130,447.00
\$93,025,636.16
0 Days
2/7/2024

ARCHITI	ECT	CONTRACTOR
Moseley A	Architects	Blaine Construction Corporation
	ey Kell Rd, Suite 425 NC 28277	6510 Deane Hill Drive Knoxville, TN 37919
SIGNATI	URE DocuSigned by: Linda Briggs	SIGNATURE
DATE	1/31/2023	DATE

OWNER Hamblen County 511 W. 2nd North St. Morristown, TN 37814 SIGNATURE

DATE

. . . . . . . . . . .



BLAIN	BLAINE CONSTRUCTION CORPORATION Pending Change Order (PCO) Breakdown Form						ADD CH4	ADD CHANGE REQUEST	ST
HAMBL MORRI	HAMBLEN COUNTY JUSTICE CENTER MORRISTOWN, TN							BCC Job No. Moseley Job No. DATE:	85164 590418 11/8/2022
PCO.	PCO- 026- ADD 10' TALL CLOSET WALL ON LEVEL 0 OF PART A.	0	Juoted By: B	Quoted By: BLAINE PRINE			-	REVISION:	0
SUMM									
	TEN INVOLLET FCC-228 - AUD IN TALL CLOSET WALL ON LEVEL U OF FART A.	- 10 M							
ITEM	DESCRIPTION	ΥLO		LABOR U.P.	DR TOTAL	EQUIPMEN U.P.	EQUIPMENT/MATERIAL U.P. TOTAL	SUBCONTR. TOTAL	TOTAL
-	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			. * .	•	к. 			*
	SUBCONTRACTOR QUOTATION AND BACKUP, ATTACHED.	1.0	LSUM		8		÷	4,523.00	4,523.00
NOTES									
1. N/A									
2. N/A									
SUB-TO	SUB-TOTALS ALL WORK	1000	all a series of	and and and and		10 10 10 10 10 10 10 10 10 10 10 10 10 1		4 E23 00	4 623 00
	Material Tax & Equinment Surcharne			0.0	A COLORADO	and a state of the		0010401	00:040*
	Labor Burden @ 42% Labor Totals		A REAL PROPERTY	Contraction of the second		Section 2	a number	A DE LA DE L	1
	OH & Profit @ 15% BCC Totals		State of the second sec		•	「「大学」		ALL TANK THE TANK	
	OH & Profit Subs @ 5%:			and the state	Carlow and the	ALLON OF	「二日田」	226.15	226
	Builders Risk Insurance @ 0.2%	L'ENRIN	STEP S	THE STATISTICS		Lofter -		NG 0 EA.	σ
	Payment & Performance Bonds @ 0.85%	10312 01	South	AND PARTY OF	The state of the s	a second	NW I N		40
							TOTAL COST	<b>5</b>	4,799

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5.0

Return to Regular Calendar

BLAIN Pendi	BLAINE CONSTRUCTION CORPORATION Pending Change Order (PCO) Breakdown Form						ADD CH4	ADD CHANGE REQUEST	EST
HAMB. MORR	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.	0	Juoted By: B	Quoted By: BLAINE PRINE					
NMMOS	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 AROUN	D DESIGN	MICROPILE	ES MP-400 /	AND MP-401.	
ITEM	DESCRIPTION		UNIT	LABOR	DR I TOTAI	EQUIPMEN	EQUIPMENT/MATERIAL	SUBCONTR. TOTAI	TOTAI
-	ADDITIONAL COSTS ASSOCIATED WITH S MICROPILES MP-400 AND MP-401, WHICH REING INTRODI ICED INTO PI ACEMENT #			*	5		•		*
	SUBCONTRACTOR QUOTATION AND BACK UP ATTACHED.	1,0	LSUM	()*				30,525.00	30,525.00
1A	30JAN23 - REDUCTION IN SUBCONTRACTOR PRICING AFTER REVIEW WITH CM	1.0	<b>LSUM</b>			•	•	(1.567.00)	(1,567.00
N	BLAINE SUPERINTENDENT TIME ASSOCIATED WITH PCO-031. 30JAN23 - COSTS REMOVED AFTER CM REVIEW	8.0	MNHR				*		
m	BLAINE ASST. SUPERINTENDENT TIME ASSOCIATED WITH SUBCONTRACTOR SUPPORT IN IMPLEMENTATION OF PCO-031. 30JAN23 - COSTS REMOVED AFTER CM REVIEW.	16.0	MNHR	x		,		ĩ	
NOTES:									
1. SEE AT THAT, BUT ALREADY.	I. 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 8/21/22 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.	THËSE ADI NOT HAVE	DITIONAL C	OSTS ARE DUI NUIRED BECAL	E TO REWOR JSE MAT FOL	KK CAUSED E JNDATION PI	BY SITE RAIN LACEMENT #	EVENTS ON 8/21/ 4 WOULD HAVE B	22 AND 8/26/22 EEN IN PLACE
2. N/A									
							•		
	SUB-101ALS ALL WORK							28,958.00	28,958,00
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	OH & Profit Subs @ 5%;		- R - Sull	STATING ST		The second second		1,447.90	1.448
	Builders Risk Insurance @ 0.2%	Contraction of the	A LEWIS CONTRACTOR						58
	Payment & Performance Bonds @ 0.65%	and have	The sea of the	W.W. L. St. St. St. St. St.			11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	No. N. Mc Sta	259
o Re							TOTAL COST		\$ 30,723
0									

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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, eight</u> hundred ninety-four and 00/100 dollars (\$34,894.00).

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:

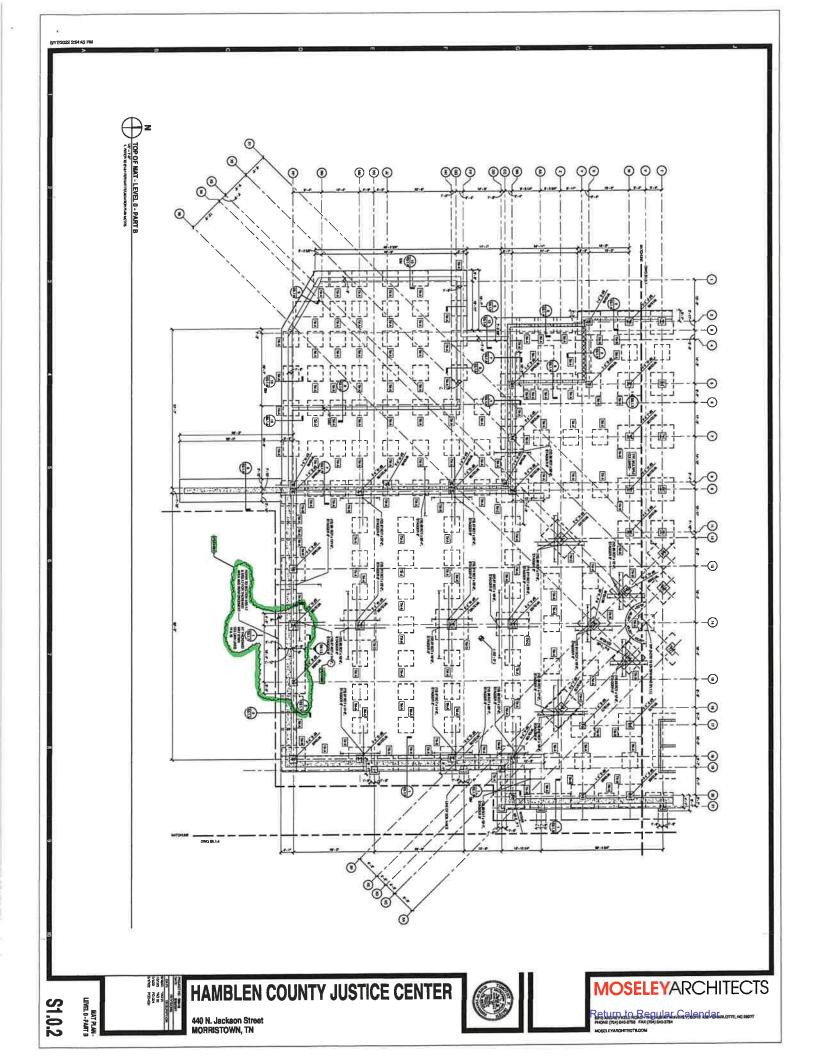
•July 29, 2022 – Blaine issues RFI-139 regarding micropile MP-401, after having drilled to a depth of 150-feet with no rock encountered. At this point, Blaine continues installation of other adjacent micropiles and redirects the concrete subcontractor to begin available work for mat foundation placement #5.

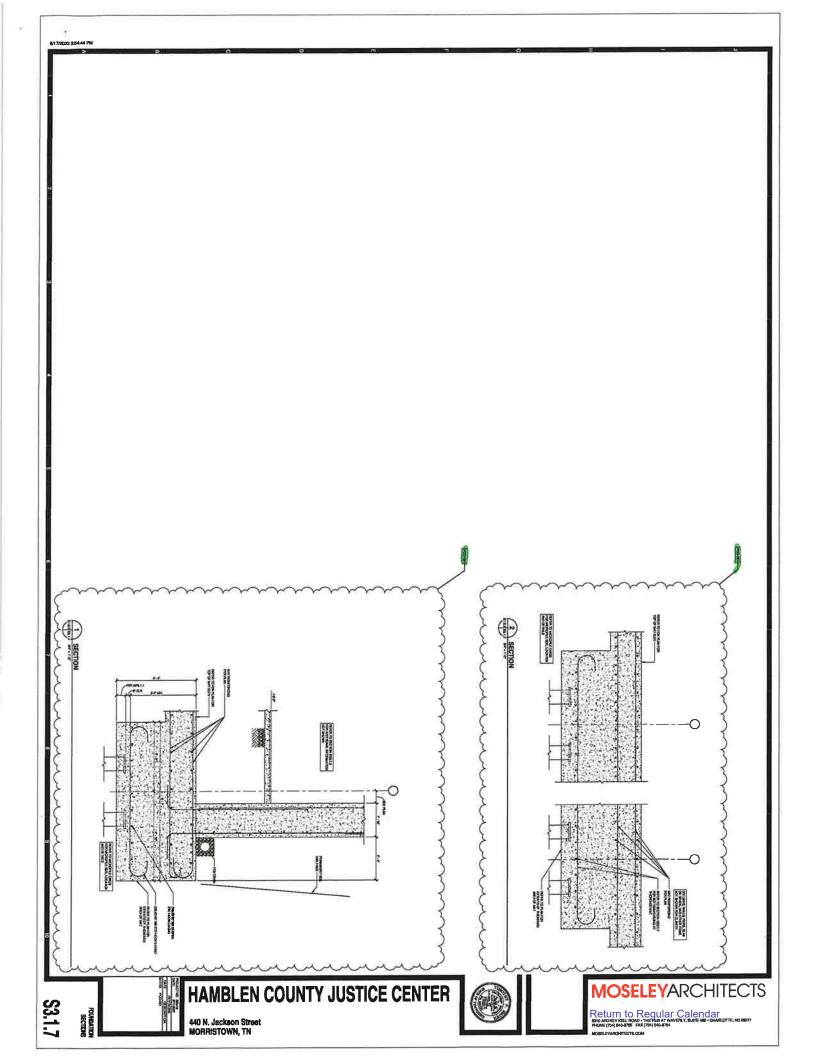
•August 18, 2022 – Blaine receives the grade beam design and immediately directs the concrete subcontractor to procure all additional rebar in an expedited manner.

•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.

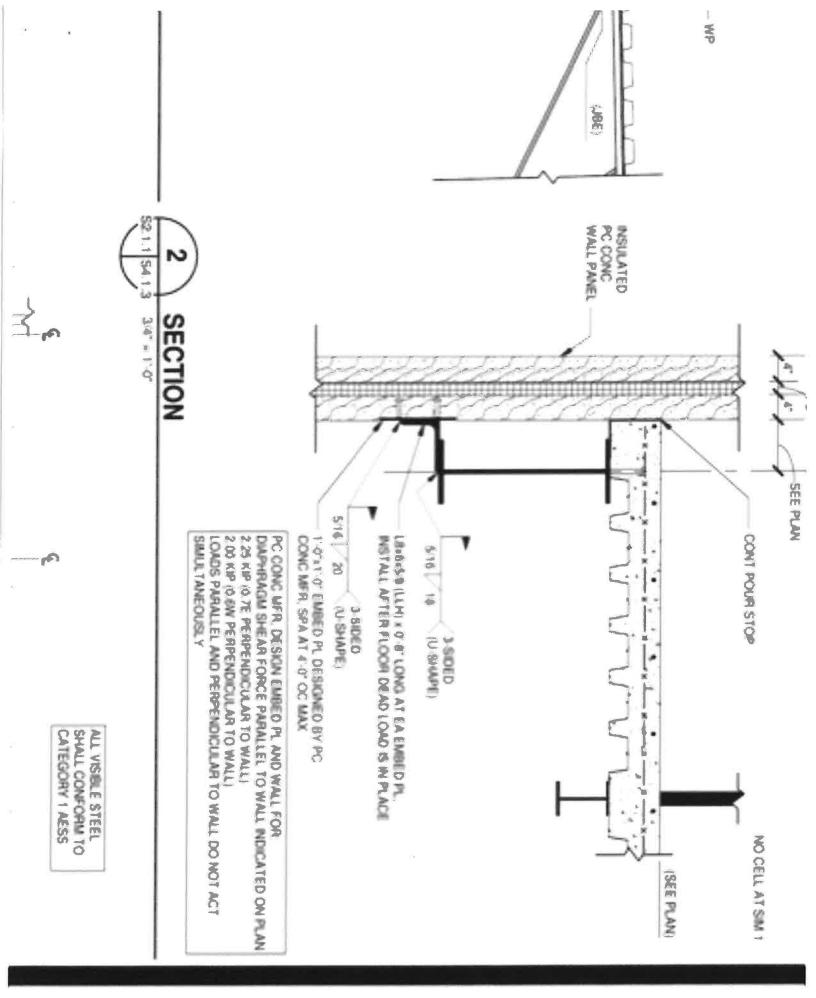


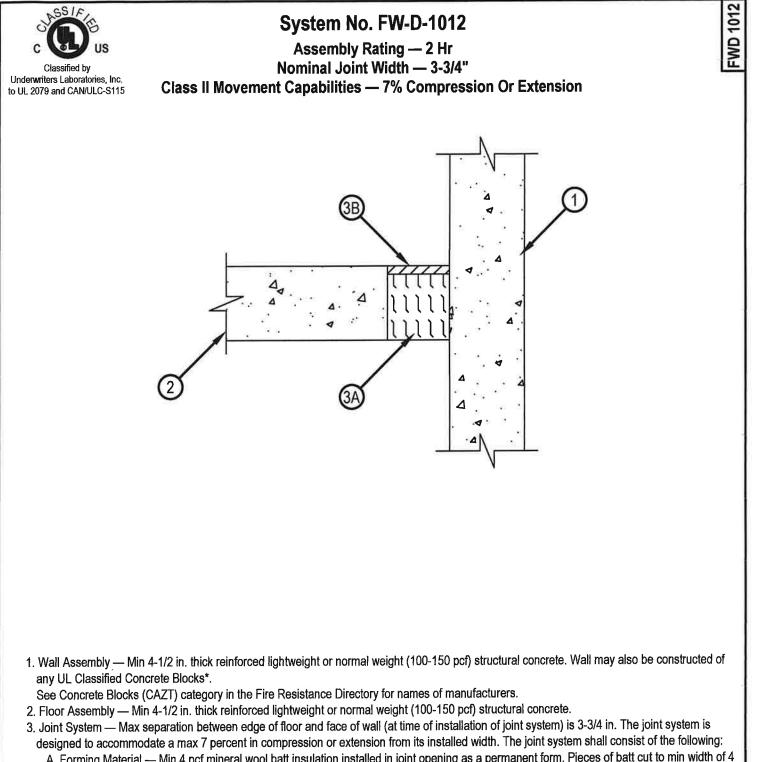


BL/ Pen	BLAINE CONSTRUCTION CORPORATION Pending Change Order (PCO) Breakdown Form					ADD CHA	ADD CHANGE REQUEST	EST
HAN MOF	HAMBLEN COUNTY JUSTICE CENTER MORRISTOWN, TN						BCC Job No. Moseley Job No. DATE:	85164 590418 11/2/2022
P	POO- AT THE INTERFORSE, PROVIDE SECURITY AND FIRE RATED SEALANT POO- AT THE INTERFACE OF ALL ELEVATED SLABS AND THE BACKSIDE OF THE PRECAST CONCRETE PANELS.	Quoted B	Quoted By: BLAINE PRINE				REVISION:	0
sur	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.	EALANT AT	THÉ INTERFAC	JE OF ALL E	LEVATED	SLABS ANE	D THE BACKSIC	DE OF THE
Ē	ITEM DESCRIPTION DESCRIPTION	UNIT	LABOR U.P.	OR TOTAL	EQUIPMENT/MATERIAL U.P. TOTAL	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		•	•	9 ja	74,472.00	74,472.00
	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 LSUM		2	1	8	15,000.00	15,000.00
1. N/A			_					
z Ni	NIA	-						
	SUB-TOTALS ALL WORK			·			89,472.00	89,472.00
	Material Tax & Equipment Surcharge							
	OH & Profit @ 15% BCC Totals	A ST						
	OH & Profit Subs @ 5%: Builders Risk Insurance @ 0.2%			A LOUIS CONTRACT	The set	5 - HICK	4,473.60	4,474 179
	Payment & Performance Bonds @ 0.85%	N. Burn			Con The			800
ar Ca						TOTAL COST		\$ 94,925

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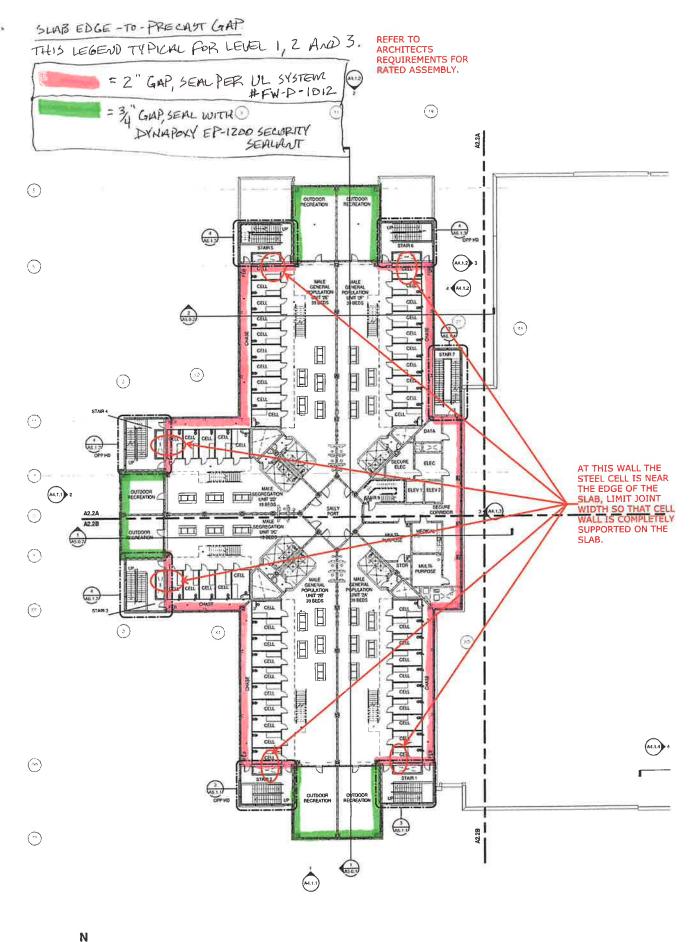
A. Forming Material — Min 4 pcf mineral wool batt insulation installed in joint opening as a permanent form. Pieces of batt cut to min width of 4 in. and installed edge-first into joint opening, parallel with joint direction, such that batt sections are compressed min 42 percent in thickness and that 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

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 <u>TEMA BEOP Dashboard</u>.

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,

hassan

Kimberly Kassander Regional Planning Manager

Major General Jeffrey H. Holmes The Adjutant General

# **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: B	Bill Brittain, Hamblen County Mayor
FROM: C	Chris Bell, EMA Director
DATE: 3	30 January 2023
	Iamblen Hazard Mitigation Plan 5 Year Review and Update
CC: C	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:

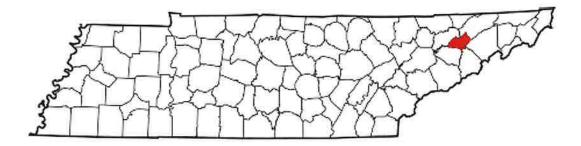
This is to confirm that we have completed the state of Tennessee review of the *Hamblen County Multi-Jurisdictional Hazard Mitigation Plan* for compliance with the hazard mitigation planning requirements contained in 44 CFR 201.6(b)-(d). The state has determined that the plan is compliant with all planning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

Thank you,

Michille 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* 

#### Hamblen County Government Jail / Justice Center Project Expenditures As of January 31, 2023

Category of Costs	Description		Amount		Total Per Category
COSIS	Description		Amount		Category
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		
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		
Paid in FY2023	Construction	Ś	14,822,904.16		
	construction	Ŷ	14,022,304.10	\$	33,283,749.16
Entegrity Consulting					
Paid in FY2021	Commissioning Services	\$	3,294.00		
Paid in FY2022	Commissioning Services	\$	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	7	, , , , ,		
-	Soil Testing and All Other Costs	\$	169,962.00		
Paid in FY2022	Site Preparation, Clearing, and	ŕ	,		
	Soil Testing and All Other Costs	\$	122,120.00		
Paid in FY2023	Site Preparation, Clearing, and	ŕ	,		
	Soil Testing and All Other Costs				
	GEO Testing	\$	103,677.50	*	
9/29/2022	MUS - Tap & Impact Fees for Jail Connections	\$	54,000.00		
10/27/2022	Deacon Foodservice Solutions	\$	7,673.84		
1/12/2023	TN Dept of Environment & Conservation - Storm Water Annual Fee	\$	500.00		
				\$	567,582.51
	Total Expenditures on Jail / Justice Center Project			\$	41,729,666.35

# Hamblen County Government <u>Budget Committee</u> Monday, February 13, 2023 Hamblen County Courthouse – Large Courtroom

### **MINUTES**

### Members Present:

Bobby Haun, Thomas Doty, Chris Cutshaw, Debbie A'Hearn, Edna Greene, Stan Harville, Tim Horner, Peggy Howell, Joe Huntsman, Sr. Rodney Long, Mike Reed, Mike Richardson, Kyle Walker

### Members Absent:

Wayne NeSmith

### Call to Order

Chairman Haun called the meeting to order at 5:28 p.m.

### Visitors Wishing to Address the Committee

None

### Old Business

None

### **New Business**

a. FY- 2023-2024 Preliminary Budget Plan of Action was presented by Finance Director Amanda Hale. *Motion (Thomas Doty/Debbie A'Hearn, all in favor) to approve the Fiscal Year 2023/2024 Preliminary Budget Plan of Action as presented.* 

### **Items of Interest**

None

### Adjournment

There being no further business Chairman Haun adjourned the meeting at 5:30 p.m.



### 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
- 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 ACH
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.

Bill Brittain, County Mayor 511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.586.4699 www.HamblenCountyTN.gov • email. bbrittain@co.hamblen.tn.us

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

## FEBRUARY 2023

Monday, February 13	• Preliminary Budget Plan of Action Presented to Budget Committee
Monday, February 20	<ul> <li>Letters to Department Heads and Elected Officials</li> <li>Letters to Charitable and Civic Organizations</li> </ul>
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	<ul> <li>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     </li> </ul>
Thursday, May 25	<ul> <li>Budget Committee General Fund Summary and Department Presentations Drug Control Fund, Fund #122 General Fund, Fund #101 – Special Requests</li> </ul>
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		
Thursday, June 1	Budget Committee     School Department Presentation	
Tuesday, June 6	<ul> <li>Budget Committee</li> <li>School Department Deliberations</li> <li>Open Items and Budget Updates</li> </ul>	
Thursday, June 8	Budget Committee – Recommends A Proposed Budget	
Sat / Sun, June11	<ul> <li>Publish Proposed Budget in Local Papers</li> <li>Publish Required Notices in Local Papers</li> </ul>	
Monday, June 12	Regularly Scheduled Hamblen County Committee Meeting	
Thursday, June 22	<ul> <li>Commission Meeting – Adopt Budget <ol> <li>Appropriations Resolution</li> <li>Tax Levy Resolution</li> <li>Resolution Making Appropriations to Nonprofits and Charitable Organization</li> </ol> </li> </ul>	
JULY 2023		
Friday, July 7	• Approved Budget remitted to the Comptroller of the Treasury, Office of Local Finance	
Friday, July 28	<ul> <li>Approved Budget posted to Internet (pending approval by the Comptroller of the Treasury)</li> <li>Letters of Agreement Finalized</li> <li>Certification of Road Revenues</li> <li>Printed budget document available for distribution</li> </ul>	

## Hamblen County Government <u>Finance Committee</u> Monday, February 13, 2023 Hamblen County Courthouse – Large Courtroom

### **MINUTES**

### Members Present:

Bobby Haun, Thomas Doty, Chris Cutshaw, Stan Harville, Peggy Howell, Joe Huntsman, Sr., Rodney Long, Mike Reed, Mike Richardson

### Members Absent:

None

### Call to Order

Chairman Bobby Haun called the meeting to order at 5:30 p.m.

### Visitors Wishing to Address the Committee

None

### **Recurring Business**

- a. Expenditure Reports January 2023 (Information Only No Action Necessary)
- b. Review/Approval of Monthly Checks Submitted by the County Mayor's Office for the Month of January 2023. *Motion (Peggy Howell/Joe Huntsman, Sr, all in favor) to approve the January 2023 Monthly Checks submitted by the County Mayor's Office.*

### **Old Business**

a. None

### **New Business**

- a. Grant Contract Between the State of Tennessee Department of Health and Hamblen County Government. *Motion (Mike Richardson/Stan Harville, all in favor) to approve the contract between the State of Tennessee Department of Health and Hamblen County Government for the new Health Department building under the provision of the Local Health Department Capital Investment Project.*
- b. Purchase Agreement for Oak Tree Plaza-Contract for Sale *Motion (Joe Huntsman, Sr. /Thomas Doty, all in favor) to approve the Contract for Sale between Hamblen County and Encore Theatrical Company, Inc. in the amount of \$1,750,000, with the funds to purchase the property being \$1,137,500 from the sale of the existing Health Department building to E-911 and \$687,500 split between the General Fund Reserves/Fund Balance and the Opioid Settlement Monies.*
- c. Contract with Barber McMurry Architects, LLC for the Health Department Project. *Motion (Chris Cutshaw/Thomas Doty, all in favor) to approve the Contract with Barber Architects, LLC for the new Health Department Project.*
- d. Resolution 23-\_\_\_ Resolution Authorizing the Termination of an Interest Rate Swap Agreement. Chris Bessler with Cumberland Securities addressed the Committee on the request to terminate the Interest Rate Swap Agreement in place since 2002 due to the loan rate being tied to LIBOR which is being discontinued. Recommendation from Chris Bessler, Cumberland Securities is to terminate the Swap Agreement and pay the estimated \$200,000 to \$210,000 interest on the loan out of Debt Service and continue with a variable rate loan until maturity of the Bond which is June 1, 2025.

Motion (Chris Cutshaw/Thomas Doty, all in favor) to approve the termination of the Interest Rate Swap Agreement that is in place and pay the interest estimated around \$200,000 to \$210,000.

e. Request for Funds Appropriated from the ENDO PHARMACUTICAL OPIOID SETTLEMENT for the 3<sup>rd</sup> Judicial Recovery Support Services, Inc.-Dr. Shahin Assadnia, Penny Knight and Don Baird addressed the Committee to request funds appropriated from the ENDO PHARMACUTICAL OPIOID SETTLEMENT in the amount of \$500,000 to purchase transitional housing for Recovery Court participants.

Motion (Stan Harville/Rodney Long, all in favor) to approve the request for funds of \$500,000 from the ENDO PHARMACUTICAL OPIOID SETTLEMENT monies for the 3<sup>rd</sup> Judicial Recovery Support Services, Inc. to purchase 2 houses on N. High Street for the Recovery Court participants for transitional housing.

- f. Resolution 23-\_\_-Resolution to Apply for the ELC Grant for Confinement Facilities (Jails) *Motion (Thomas Doty/Mike Richardson, all in favor) to approve Resolution 23-\_\_ Resolution to Apply for the ELC Grant for Confinement Facilities (Jails) in the amount of \$296,000.*
- g. Resolution 23-\_\_\_-A Resolution Approving and Adopting a Court Cost to Defray Costs Incurred by the Public Defender's Office- Todd Estep, District Public Defender has requested adoption of a user fee of \$12.50 on every misdemeanor and felony cost bill to be used to provide legal representation and support services to indigent defendants in criminal proceedings.

Motion (Chris Cutshaw/Thomas Doty, all in favor) to approve the Resolution 23-\_\_\_ A Resolution Approving and Adopting a Court Cost to Defray Costs Incurred by the Public Defender's Office in the amount of \$12.50. h. Budget Amendments

- i. Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20. *Motion Thomas Doty/Mike Reed, all in favor) to approve the Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20.* 
  - ii. Hamblen County Board of Education Budget Amendment #3-School Nutrition Program Increase of \$15,976.95

Motion (Mike Richardson/Joe Huntsman, Sr., all in favor) to approve the Hamblen County Board of Education Budget Amendment #3-School Nutrition Program Increase of \$15,976.95

- iii. Fund #101-County Commission \$3,000
   Motion (Chris Cutshaw/Mike Richardson, all in favor) to approve the Budget Amendment for Fund #101 County Commission to cover Medical Insurance Costs for County Commission through FY 22-23.
- iv. Fund #116-Garbage/Sanitation Department \$50,000
   Motion (Mike Reed/Rodney Long, all in favor) to approve the Budget Amendment for Fund #116
   Garbage/Sanitation Department for \$50,000 to replace engine in a brush truck.
- v. Fund #122-Drug Control Fund \$7,200
   Motion (Rodney Long/Joe Huntsman, Sr., all in favor) to approve the Budget Amendment for Fund #122 Drug Control Fund for \$7,200 to cover costs for a new 2023 Ford Explorer for the Sheriff's Department.
- vi. Fund #128-Drug Use Abatement Fund \$500,000
   Motion (Joe Huntsman, Sr./Thomas Doty, all in favor) to approve the Budget Amendment for Fund #128 Drug Use Abatement Fund for \$500,000 to cover contribution to help fund the Northeast Tennessee Regional Recovery Center.

## Items of Interest (No Action Necessary)

- 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

<u>Adjournment</u> - There being no further business, Chairman Haun adjourned the Finance Committee Meeting at 8:07 p.m.



#### 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)
- Old Business Chairman Bobby Haun

   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 3<sup>rd</sup> Judicial Recovery Support Services, Inc.-Shahin Assadnia, MD, Penny Knight, and Don Baird -Officers of the 3<sup>rd</sup> 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*
  - 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

# **EXPENDITURE REPORTS**

January 2023

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 General Fund

101	

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 General Fund

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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	0.00	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%

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%

January 2022-2023

### HAMBLEN COUNTY ACCOUNTS & BUDGETS

### Fund(s) Selected:

### 131

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131

Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
471,522.00	0.00	471,522.00	29,399.18	274,747.56	10,206.53	186,567.91	39.57%
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%
453,679.00	64,000.00	517,679.00	25,980.70	236,927.34	122,894.77	157,856.89	30.49%
24,725.00	0.00	24,725.00	0.00	14,719.00	0.00	10,006.00	40.47%
1,103,000.00	186,433.75	1,289,433.75	105,414.15	952,982.09	1,995.00	334,456.66	25. <del>9</del> 4%
28,500.00	0.00	28,500.00	0.00	28,500.00	0.00	0.00	0.00%
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%
	Amount 471,522.00 1,977,365.00 453,679.00 24,725.00 1,103,000.00 28,500.00	Amount         Amendments           471,522.00         0.00           1,977,365.00         75,000.00           453,679.00         64,000.00           24,725.00         0.00           1,103,000.00         186,433.75           28,500.00         0.00	Amount         Amendments         Budget           471,522.00         0.00         471,522.00           1,977,365.00         75,000.00         2,052,365.00           453,679.00         64,000.00         517,679.00           24,725.00         0.00         24,725.00           1,103,000.00         186,433.75         1,289,433.75           28,500.00         0.00         28,500.00	Amount         Amendments         Budget         Expenses           471,522.00         0.00         471,522.00         29,399.18           1,977,365.00         75,000.00         2,052,365.00         170,116.54           453,679.00         64,000.00         517,679.00         25,980.70           24,725.00         0.00         24,725.00         0.00           1,103,000.00         186,433.75         1,289,433.75         105,414.15           28,500.00         0.00         28,500.00         0.00	Dudget Amount         Dudget Amendments         Budget Budget         Expenses         Expenses           471,522.00         0.00         471,522.00         29,399.18         274,747.56           1,977,365.00         75,000.00         2,052,365.00         170,116.54         998,462.21           453,679.00         64,000.00         517,679.00         25,980.70         236,927.34           24,725.00         0.00         24,725.00         0.00         14,719.00           1,103,000.00         186,433.75         1,289,433.75         105,414.15         952,982.09           28,500.00         0.00         28,500.00         0.00         28,500.00	Dauget Amount         Dauget Amendments         Budget Budget         Expenses         Expenses         Encumbrances           471,522.00         0.00         471,522.00         29,399.18         274,747.56         10,206.53           1,977,365.00         75,000.00         2,052,365.00         170,116.54         998,462.21         102,140.98           453,679.00         64,000.00         517,679.00         25,980.70         236,927.34         122,894.77           24,725.00         0.00         24,725.00         0.00         14,719.00         0.00           1,103,000.00         186,433.75         1,289,433.75         105,414.15         952,982.09         1,995.00           28,500.00         0.00         28,500.00         0.00         28,500.00         0.00	Budget Amount         Budget Amendments         Amended Budget         Expenses         Expenses         Encumbrances         Balance           471,522.00         0.00         471,522.00         29,399.18         274,747.56         10,206.53         186,567.91           1,977,365.00         75,000.00         2,052,365.00         170,116.54         998,462.21         102,140.98         951,761.81           453,679.00         64,000.00         517,679.00         25,980.70         236,927.34         122,894.77         157,856.89           24,725.00         0.00         24,725.00         0.00         14,719.00         0.00         10,006.00           1,103,000.00         186,433.75         1,289,433.75         105,414.15         952,982.09         1,995.00         334,456.66           28,500.00         0.00         28,500.00         0.00         28,500.00         0.00         20,00         0.00

# **MONTHLY CHECKS**

# January 2023

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АССТ	ОВ	Name	Date	Check Nbr	Description —		Amount Paid
Fund:	Gene	eral Fund #(101)	Martin				
51100	169	Part-Time Personnel	01/12/2023	1010275606	Steven Landon Holt		495.00
51100	341	Pauper Burials	01/19/2023	1010275672	Westside Chapel Funeral Home		1,000.00
51100	599	Other Charges	01/05/2023	1010275579	TN County Services Association		200.00
51100	599	Other Charges	01/12/2023	1010275593	Citizen Tribune		252.54
51100		County Commission			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		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

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ACCT	OB	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	<b>Business Information Systems</b>		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

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АССТ	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	eral Fund #(101)					
51810	410	Custodial Supplies	01/05/2023	1010275565	Kelsan Inc		3,858.58
51810	410	Custodial Supplies	01/12/2023	1010275637	Unifirst		243.07
51810	415	Electricity	01/19/2023	1010275659	Morristown Utilities		105.00
51810	415	Electricity	01/26/2023	1010275759	Morristown Utilities		24,527.00
51810	415	Electricity	01/26/2023	1220002903	Morristown Utilities		746.06
51810	425	Gasoline	01/05/2023	1010275561	Fuelman		291.25
51810	434	Natural Gas	01/26/2023	1010275735	Atmos Energy		5,633.84
51810	451	Uniforms	01/12/2023	1010275637	Unifirst		242.45
51810	717	Maintenance Equipment	01/12/2023	1010275611	Lowe's		432.23
51810		Other Facilities			Check Count: 19	Total:	41,634.94
52100	320	Dues And Memberships	01/26/2023	1010275756	Lakeway HR Mgmt Assn		175.00
52100	435	Office Supplies	01/05/2023	1010275549	Acme Printing Company, Inc		297.57
52100	435	Office Supplies	01/12/2023	1010275598	Evans Office Supply Co		476.42
52100	435	Office Supplies	01/19/2023	1010275657	HomeTrust Bank		56.95
52100	435	Office Supplies	01/26/2023	1010275762	NELCO		514.00
52100		Accounting And Budgeting			Check Count: 5	Total:	1,519.94
52300	307	Communication	01/19/2023	1010275647	Century Link/Business Services		2.62
52300	425	Gasoline	01/05/2023	1010275561	Fuelman		116.82
52300	435	Office Supplies	01/12/2023	1010275598	Evans Office Supply Co		15.96
52300	435	Office Supplies	01/19/2023	1010275652	English Mountain Spring Water		22.00
52300		Property Assessor's Office			Check Count: 4	Total:	157.40
52400	307	Communication	01/19/2023	1010275647	Century Link/Business Services		0.05
52400	355	Travel	01/19/2023	1010275669	TN County Trustees' Association		150.00
52400	435	Office Supplies	01/19/2023	1010275652	English Mountain Spring Water		15.00

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ACCT	OB	Name	Date	Check Nbr	Description 		Amount Paid
Fund:	Gene	eral Fund #(101)				1. 36. 5	
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	<b>Business Information Systems</b>		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

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)				상 것 같은 것	
52900	335	Maintenance And Repair Service - Buildings	01/19/2023	1010275655	Fish Window Cleaning		27.00
52900	351	Rentals	01/12/2023	1010275622	Quality Waste		27.50
52900	415	Electricity	01/19/2023	1010275659	Morristown Utilities		1,007.00
52900	435	Office Supplies	01/12/2023	1010275598	Evans Office Supply Co		116.97
52900	435	Office Supplies	01/19/2023	1010275652	English Mountain Spring Water		8.00
52900	435	Office Supplies	01/19/2023	1010275657	HomeTrust Bank		145.41
52900		Other Finance			Check Count: 10	Total:	3,631.50
53100	194	Jury And Witness Expense	01/19/2023	1010275673	Jessica Anderson		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275674	Lisa Archer		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275675	Ashley Ball		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275676	Robert Bernie		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275677	Samuel Bible		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275678	Jonathan Blair		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275679	Barbara Buckles		40.00
53100	194	Jury And Witness Expense	01/19/2023	1010275680	Allison Carpenter		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275681	Rickie Cline		60.00
53100	194	Jury And Witness Expense	01/19/2023	1010275682	Perry Cook		20.00
53100	1 <b>94</b>	Jury And Witness Expense	01/19/2023	1010275683	David Covington		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275684	Tammy Marie Dalton		20.00
53100	1 <b>94</b>	Jury And Witness Expense	01/19/2023	1010275685	Daniel Greene		60.00
53100	1 <b>94</b>	Jury And Witness Expense	01/19/2023	1010275686	Debbie Gregg		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275687	Kimberly Harris		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275688	Shelby Jean Haycraft		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275689	Susie Hayes		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275690	Sierra Haywood		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275691	Caroline Helton		20.00

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ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund:	Gene	ral Fund #(101)				
53100	194	Jury And Witness Expense	01/19/2023	1010275692	Derek Hicks	20.00
53100	1 <b>94</b>	Jury And Witness Expense	01/19/2023	1010275693	Elijah Hodge	60.00
53100	194	Jury And Witness Expense	01/19/2023	1010275694	Jeffrey Isom	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275695	Traci Viola Jefferson	20.00
53100	1 <b>94</b>	Jury And Witness Expense	01/19/2023	1010275696	Edward Jones	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275697	Stacey Marie Jones	20.00
53100	1 <b>94</b>	Jury And Witness Expense	01/19/2023	1010275698	Abdul Kahn	20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275699	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	1 <b>94</b>	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	1 <b>94</b>	Jury And Witness Expense	01/19/2023	1010275706	Patricia Nash	60.00
53100	1 <b>94</b>	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	1 <b>94</b>	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	1 <b>94</b>	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	Stella Reed	60.00
53100	194	Jury And Witness Expense	01/19/2023	1010275718	Lowell Richards	20.00

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АССТ	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
53100	194	Jury And Witness Expense	01/19/2023	1010275719	Birdie Russell		60.00
53100	194	Jury And Witness Expense	01/19/2023	1010275720	Mark Seahorn		60.00
53100	194	Jury And Witness Expense	01/19/2023	1010275721	Jennifer Sebastian		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275722	Debra Smith		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275723	Mary Sorenson		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275724	Paul Stump		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275725	Jean Ann Trent		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275726	Laura Trent		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275727	Edwina Waldo		60.00
53100	194	Jury And Witness Expense	01/19/2023	1010275728	Donald Walker		60.00
53100	194	Jury And Witness Expense	01/19/2023	1010275729	Michael Winstead		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275730	Ronnie J Witt		20.00
53100	194	Jury And Witness Expense	01/19/2023	1010275731	Brett Younger		20.00
53100	307	Communication	01/12/2023	1010275640	Verizon Wireless		23.00
53100	307	Communication	01/19/2023	1010275642	AT&T		38.73
53100	307	Communication	01/19/2023	1010275647	Century Link/Business Services		7.32
53100	332	Legal Notices, Recording And Court Costs	01/19/2023	1010275648	Citizen Tribune		62.32
53100	349	Printing, Stationery And Forms	01/05/2023	1010275574	R Chatfield Co, Inc		2,790.00
53100	349	Printing, Stationery And Forms	01/12/2023	1010275595	County Record Services, LLC		1,711.79
53100	399	Other Contracted Services	01/26/2023	1010275749	Gottlieb & Wertz, Inc.		2,250.00
53100	435	Office Supplies	01/12/2023	1010275598	Evans Office Supply Co		405.52
53100	435	Office Supplies	01/19/2023	1010275657	HomeTrust Bank		102.45
53100	435	Office Supplies	01/19/2023	1010275663	Schwaab Inc		264.00
53100		Circuit Court			Check Count: 69	Total:	9,340.13
53300	307	Communication	01/19/2023	1010275647	Century Link/Business Services		2.60
53300	320	Dues And Memberships	01/26/2023	1010275767	TN Council of Juvenile and Family Court Ju	dges	180.00

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral 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		1.	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)				
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		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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АССТ	OB	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	eral 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		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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АССТ	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund:	Gene	ral 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	OB	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
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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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral 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

COMMISSION APPROVAL LISTING	COMMIS	SION AF	PROVAL	LISTING
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ACCT	OB	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral 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
6700	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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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paio
Fund:	Gene	ral Fund #(101)					
56700		Parks And Fair Boards			Check Count: 11	Total:	9,859.16
57100	140	Salary Supplements	01/12/2023	1010275639	University Of TN Extension		48,480.65
57100	307	Communication	01/19/2023	1010275647	Century Link/Business Services		4.54
57100		Agricultural Extension Service			Check Count: 2	Total:	48,485.19
57800	399	Other Contracted Services	01/05/2023	1010275582	Robert Tucker		59.99
57800	429	Instructional Supplies And Materials	01/12/2023	1010275590	ACP International/SA-So		2,074.74
57800		Storm Water Management			Check Count: 2	Total:	2,134.73
58300	307	Communication	01/19/2023	1010275647	Century Link/Business Services		2.56
58300		Veterans' Services			Check Count: 1	Total:	2.50
58600	202	Handling Charges & Administrative Costs	01/05/2023	1010275577	TASC - Client Invoices		368.99
58600	299	Other Fringe Benefits	01/26/2023	1010275751	Hamblen Co Dept Of Education		137.50
58600		Employee Benefits			Check Count: 2	Total:	506.49
58900	310	Contracts With Other Public Agencies	01/12/2023	1010275597	ETHRA, Inc.		10,600.00
58900	399	Other Contracted Services	01/12/2023	1010275594	City of Morristown		656.00
58900	399	Other Contracted Services	01/26/2023	1010275742	City of Morristown		1,380.00
58900		Miscellaneous			Check Count: 3	Total:	12,636.00
Miscellaneous	Miscellaneous		A NUMBER OF			Fund #(101) Total:	

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АССТ	<u>OB</u>	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

			COMMISSIO	N APPROVA	L LISTING	Date/Time:	Page: 2 2/1/2023 1:07:40 PM
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, LL	.C	360.00
55710		Sanitation Management			Check Count: 24	Total:	129,675.95
	1216				Solid Waste/Sanitation	n Fund #(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

			COMMISSION	APPROVA		Date/Time:	Page: 2 2/1/2023 1:10:47 PM
АССТ	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	High	way/Public Works Fund (#131)					
63100	416	Equipment Parts - Heavy	01/19/2023	1313044425	Knoxville Rubber & Gasket Co., Inc.		423.25
63100	416	Equipment Parts - Heavy	01/19/2023	1313044426	Moore's Tractor and Trailer Repair Inc	;	727.49
63100	416	Equipment Parts - Heavy	01/19/2023	1313044427	NAPA Auto Parts Of Morristown		3,329.60
63100	416	Equipment Parts - Heavy	01/26/2023	1313044439	Southern Fluidpower, Inc.		198.30
63100	416	Equipment Parts - Heavy	01/12/2023	9131000000	Kerry L Barnard		14.16
63100	424	Garage Supplies	01/26/2023	1313044435	Holston Gases		217.29
63100	425	Gasoline	01/26/2023	1313044433	Fuelman		1,880.54
63100	450	Tires And Tubes	01/12/2023	1313044416	Goforth Tire & Auto, Inc		1,322.10
63100		Operation And Maintenance Of Equipment			Check Count: 10	Total:	13,222.72
68000	791	Other Construction	01/19/2023	1313044422	Apac Atlantic, Inc		105,414.15
68000		Capital Outlay	51. 		Check Count: 1	Total:	105,414.15
Cine II					Highway/Public Works Fu	nd (#131) Total:	168,484.74



### 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 # 000000027

### 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. <u>Maximum Liability</u>. 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. <u>Payment Methodology</u>. 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 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.
- b. 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. <u>Cost Allocation</u>. 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. <u>Payment of Invoice</u>. 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. <u>Non-allowable Costs</u>. 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. <u>State's Right to Set Off</u>. 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. <u>Required Approvals</u>. 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. <u>Modification and Amendment</u>. 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. <u>Communications and Contacts</u>. 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 Telephone # 423-586-1931 FAX # N/A

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. <u>Subject to Funds Availability</u>. 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. <u>Nondiscrimination</u>. 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. <u>Public Accountability</u>. 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. <u>Records</u>. 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. <u>Monitoring</u>. 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. <u>Annual and Final Reports</u>. 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. <u>Procurement</u>. 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. Limitation of State's Liability. 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. <u>Governing Law</u>. 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:
  - 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); and
    - 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
    - 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 <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.)

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. <u>Compliance with The False Claims Act.</u> 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).

- Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of E.8. 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. Davis-Bacon Act and Copeland Anti-Kickback Act. 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

I hereby certify that the Grantee will comply with the above terms and conditions.

# HAMBLEN COUNTY GOVERNMENT:

**GRANTEE SIGNATURE** 

**BILL BRITTAIN, COUNTY MAYOR** 

**DEPARTMENT OF HEALTH:** 

COMMISSIONER SIGNATURE

RALPH ALVARADO, MD, FACP

DATE

DATE

#### 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

2

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,

Bill Butain

**Bill Brittain** County Mayor

Bill Brittain, County Mayor 511 West Second North Street . Morristown, TN 37814 . office. 423.586.1931 . fax: 423.585.4699 www.HamblenCountyTN.gov . email. bbrittain@co.hamblen.tn.us

# 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%)

### **ATTACHMENT 3**

#### **GRANT BUDGET**

(BUDGET PAGE 1)

1

HAMBL	EN	COUNTY	GOVERNMENT

APPLICA	I COUNTY GOVERNMENT BLE PERIOD: The grant budget line-item amounts bel January 13, 2023, and ending June 30, 2026.	ow shall be applicable only	to expense incurred du	ring the period
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$0 <sub>-</sub> 00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$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 <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$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	\$4,550,000.00

<sup>1</sup> 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).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

# **ATTACHMENT 3 (continued) GRANT**

BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT x + (Longetivity, if applicable)	\$0.00
ROUNDED TOTAL	\$0.00
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

×.

# TN Department of Health Invoice Reimbursement Form

# Section 1: Contract Information (to be completed by TDH Accounts)

PO #	PO Line #	Receipt#	Agency Invoice #
Edison Contract#	Edison Vendor#	Edison Address Line #	AP Attachment (check if yes)
Section 2: Invoice Infor	mation (to be completed b	oy Contractor/Grantee)	
ContractInvoice#	Invoice Date	Service Start Date	Service End Date
Contract Start Date	Contract End Date		
Contact Person Name	Phone#		
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			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
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)

Service Type (Select One):

Medical Services

Non-Medical Services

User Code	Project ID	Amount (\$)	
			_
	User Code	User Code     Project ID       Image: State Stat	User Code     Project ID     Amount (\$)       Image: Strain Stra

# Section 4: Authorized Signatures

Contractor/Grantee Authorization	TDH Program Authorization	TDH Accounts Authorization
Name:	Name:	Name:
Date:	Date:	Date:
Signature:	Signature:	Signature:

# 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

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

e-mail filing replaces mailing forms

Mailing Address:

Telephone 615-532-3406

Monaliz Hana Tennessee Department of Health Fiscal Services 6th Floor Andrew Johnson Tower 710 James Robertson Parkway Nashville, TN 37243

# 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: <a href="http://www.state.tn.us/finance/act/policyb.html">http://www.state.tn.us/finance/act/policyb.html</a>

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 HAVE AN / Y	DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN? YES
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)	ON: ost. istrative cost.
ls your organization: A private not-for-profit organization? A state college or university, or part of a city government?	ty government?
DIRECTOR	PHONE #
PREPARER OF REPORT	PHONE #
DATE COMPLETED	

Schedu	Schedule A, Part 1 STATE OF TENN	ESSEE	PROGRAM EXF	PROGRAM EXPENSE REPORT	Page of
NTF	CONTRACTOR/GRANTEE			FEDERAL ID #	
ONTF	CONTRACTING STATE AGENCY  Program #  Contract Number  Construct Number  Const Deviced	im # nber		REPORT PERIOD	
	Grant Period Program Name Service Name	ame ame			
Schedule A Item # EX 1 Sa	ule A EXPENSE BY OBJECT: Salaries and Wages	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
0 N	Employee Benefits & Payroll Taxes Total Personnel Expenses (add lines 1 and 2)				
4 v.	Professional Fees				
9	Telephone				
<b>~</b> 8	Postage and Shipping Occupancy				
00	Equipment Rental and Maintenance				
2 2	Travel				
12	Conferences and Meetings				
13	Interest Insurance				
12	Grants and Awards				
16	Specific Assistance to Individuals				
7 4					
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19 20	Total Non-personnel Expenses (add lines 4 - 18) Reimhursahle Canital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
2	Administrative Expenses				
23 24	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES In-Kind Expenses	ASES			
25	TOTAL EXPENSES				

Sched	Schedule B, Part 1	STATE OF TENNESSEE	 PROGRAM EXPENSE REPORT	ENSE REPORT	
CONT	CONTRACTOR/GRANTEE		E	FEDERAL ID #	
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31 32	Keimbursable Federal Program Funds Reimbursable State Program Funds	ram Funds n Funds			
33	Total Reimbursable Program Funds (equals line 55)	unds (equals line 55)			
č	Matching Revenue Funds				
35 35	Other Federal Funds Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)	vernment)			
38	In-Kind Contributions (equals line 24)	ls line 24)			
9 0 7 30	Program Income Other Metching Devenue				
<del>5</del> <del>1</del>	Total Matching Revenue Funds (lines 34 - 40)	s (lines 34 - 40)			
ç	Othor Drogram Elindo				
44	Uther Program Funds				
43	Total Revenue (lines 33, 41, & 42)	42)			
Recor	Reconciliation Between Total and Reimbursable Expenses	bursable Expenses			
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)	penses (contractual)			
53	Subtract Excess Administration Expenses (contractual)	ד Expenses (contractual) ביוומים (רא מימי מימי מימי מימי מימי מימי מימי מי			
55	Reimbursable Expenses (line 51 less lines 52,53,54)	51 less line 52,53,54)			
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
20	Advances	co lino 60\			
20	I nis reimpursement (line 37 less line 30)	ss line boj			

Page \_\_\_\_ of \_\_\_\_

Page of			GRAND TOTAL	YEAR TO DATE	
	FEDERAL ID #	REPORT PERIOD	TOTAL ADMINISTRATIVE EXPENSES 0	YEAR TO DATE	
PROGRAM EXPENSE REPORT	FEDE	REPC	TOTAL NONGRANT/ UNALLOWABLE AI EXPENSES	VEAR TO DATE	
Ē			TOTAL DIRECT PROGRAM EXPENSES	YEAR TO DATE	
STATE OF TENNESSEE		ENCY		R Payroll Taxes Expenses Expenses and Maintenance tions settings to Individuals to Individuals to Expenses (detail)	Total Non-personnel Expenses imbursable Capital Purchases TOTAL DIRECT PROGRAM EXPENSES ministrative Expenses TOTAL DIRECT AND ADMINISTRATIVE EXPENSES
Schedule C - Final Page	CONTRACTOR/GRANTEE	CONTRACTING STATE AGENCY		tem # EXPENSE BY OBJECT: tem # EXPENSE BY OBJECT: 2 Employee Benefits & Payroll Taxes 3 Total Personnel Expenses 4 Professional Fees 5 Supplies 6 Telephone 7 Postage and Shipping 8 Occupancy 9 Equipment Rental and Maintenance 10 Printing and Publications 11 Travel 11 Travel 12 Conferences and Meetings 13 Interest 14 Insurance 15 Grants and Awards 16 Specific Assistance to Individuals 17 Depreciation 18 Other Non-personnel Expenses (detail) 19	Total Non-personnel Expenses Reimbursable Capital Purchases TOTAL DIRECT PROGRAM E Administrative Expenses TOTAL DIRECT AND ADMINIS
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# **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 <u>cpo.auditnotice@tn.gov</u>. *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.* 

Hamblen County Government is subject to an audit for fiscal year 2023.

 $\Box$  Hamblen County Government is not subject to an audit for fiscal year 2023.

Grantee's Edison Vendor ID Number: 000000027

Grantee's fiscal year end:

Any Grantee that is subject to an audit must 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,
<ul> <li>Funds passed through any other entity</li> </ul>	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

Return to Regular Calendar

# **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 theState 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: 000000027

Is Hamblen County Government a parent? Yes 🗌 🛛 No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

IS HAMDIEN COUNTY GOVERNMENT & CHILLY TES I I I INO I	Is Hamblen	County	Government a child?	Yes [	7 No [
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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 Manager3<sup>rd</sup>

Floor, WRS Tennessee Tower

312 Rosa L Parks Avenue

Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_

### Attachment 8 Documentation to Support Costs Claimed

### The Applicant should submit the following to support costs claimed (not an all-inclusive list): Applicant (Force Account) Labor and Prisoner Labor: For each individual:

D Name

- □ Job title and function
- Type of employee (i.e., full-time exempt, full-time non-exempt, part-time, temporary, prisoner, etc.)
- $\Box$  Days and hours worked
- $\Box$  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
- $\square$  Pay policy

#### Applicant-Owned (Force Account) Equipment:

For each piece of equipment:

- □ Type of equipment and attachments used, including year, make, and model Size/capacity (e.g., horsepower, wattage)
- $\hfill\square$  Locations and days and hours used with usage logs
- □ Operator name
- □ Schedule of rates, including rate components

#### **Rented or Purchased Equipment:**

- Rental or lease agreements, invoices, receipts
- Days used
- Supplies from Stock:
  - □ Historical cost records
  - □ Inventory records
  - □ Type of supplies and quantities used, with support documentation such as daily logs

### **Purchased Supplies:**

□ Receipts or invoices

#### **Contracts:**

- 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-Kind contributions (additional documentation may be required based on individual circumstance):

## Equipment:

- □ Same information listed under Applicant-Owned Equipment above
- □ Who donated each piece of equipment Supplies or materials:
- Quantity donated
- Donor
- □ Location(s) used

#### **Cost Estimates:**

- □ Cost estimate for the agreed-upon item developed with unit costs
- Qualifications of the company or individual who prepared the cost estimate

#### Costreasonableness:

- 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

#### 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 VII 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 disgualified (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.

# U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS **ATTACHMENT 10**

Recipient [Recipient to	name	and	address:	DUNS Number: [Recipient to provide]				
	o provide]			Taxpayer provide]	Identification	Number:	[Recipient	to
				Assistance Listing Number: 21.027				

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. <u>Reporting</u>. 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. <u>Pre-award Costs.</u> Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6. <u>Administrative Costs.</u> 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. <u>Conflicts of Interest</u>. 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:
    - 1. 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. <u>Remedial Actions</u>. 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-thejob seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18. <u>Reducing Text Messaging While Driving</u>. 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 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.

10. **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-

SELLER: ENCORE THEATRICAL COMPANY, INC.

- Hayne Hamburgh Title: Chairperson - Board of Trosters

8:41 am Date: 2-7-23

PURCHASER: HAMBLEN COUNTY, a subdivision of the State of Tennessee

Ву\_\_\_\_\_

Title:

Date:\_\_\_\_\_

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: \_\_\_\_\_

# MAIA® Document B101° – 2017

# 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</u> <u>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.

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#### 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

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
- To Be Determined

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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 E204<sup>TM</sup>-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.)

<u>N/A</u>

§ 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:

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.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:

<u>N/A</u>

.2 Mechanical Mechanical, Plumbing and Fire Protection Engineer:

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

.3 Electrical Engineer:

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

§ 1.1.11.2 Consultants retained under Supplemental Services:

<u>N/A</u>

§ 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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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 E203<sup>TM</sup>-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 <u>Three Million Dollars</u> (\$ <u>3,000,000</u>) 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.

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§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000 ) each accident, Five Hundred Thousand Dollars (\$ 500,000 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000 ) policy limit.

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§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than <u>One Million Dollars</u> (\$ 1,000,000 ) per claim and <u>Three Million</u> <u>Dollars</u> (\$ 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.

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§ 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

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§ 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.

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§ 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,
- participating in negotiations with prospective contractors, and subsequently preparing a summary .4 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 A201<sup>TM</sup>\_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, <u>construction supervision</u>, 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 not 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

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§ 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

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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

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§ 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.

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## § 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.

§ 3.6.6.4 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			

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§ 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 E204<sup>TM</sup>-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

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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:

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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 <u>Two</u> (<u>2</u>) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 <u>To Be Determined</u> ( ) visits to the site by the Architect during construction
- .3 <u>Three (3)</u> 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 <u>Two</u> (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.

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§ 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

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§ 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 but not limited to test 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 E204<sup>™</sup>\_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.

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§ 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

- give written approval of an increase in the budget for the Cost of the Work; .1
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

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.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce

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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

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§ 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

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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**

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§ 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.

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§ 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

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§ 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

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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 <u>(\$287,877)</u>

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.)

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## 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	<u>Twenty-Five</u> Twenty-Five	percent (	<u>25</u>	%)
Construction Documents		percent (	<u>25</u>	%)
Phase	Twenty-Five	percent (	<u>25</u>	%)
Procurement Phase	<u>Five</u>	percent (	5	%)
Construction Phase	<u>Twenty</u>	percent (	20	%)
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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- Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; .6
- .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 Zero (\$ 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 %

§ 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.)

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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

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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

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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 B101<sup>TM</sup>-2017, Standard Form Agreement Between Owner and Architect
- -2 AIA Document E203<sup>TM</sup>-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 E204<sup>TM</sup>–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement: [<u>x</u>] (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.)

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This Agreement entered into as of the day	y and year first written above
OWNER (Signature)	ARCHITECT (Signature)
· · · · · · · · · · · · · · · · · · ·	<u>Charles V. Griffin, AIA</u> <u>President &amp; CEO</u>

(Printed name and title)

(Printed name, title, and license number, if required)

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#### HOURLY PERSONNEL BILLING RATES

#### JANUARY 2023 THROUGH DECEMBER 2023

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.

505 Market St Suite 300 . Knoxville TN 37902 . p 865.934.1915 . f 865.546.0242 . bma1915.com

#### **RESOLUTION 23-11**

#### 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:

<u>Section 1.</u> <u>Amendment and Termination of the Swap Agreements</u>. 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.

<u>Section 2</u>. <u>Further Actions</u>. 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.

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

Adopted and approved this 23<sup>rd</sup> day of February, 2023.

County Mayor

ATTEST:

County Clerk

)

#### 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

# 3<sup>RD</sup> 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

Resolution 23-12

## A RESOLUTION AUTHORIZING HAMBLEN COUNTY TO APPLY FOR THE EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) **CONFINEMENT FACILITIES FUNDING GRANT IN THE AMOUNT OF** \$296,000

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.
- 4) Ventilation upgrades to the current HVAC system.

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 \$296,000.

Duly passed and approved this \_\_\_\_\_ day of February 2023.

APPROVED: \_\_\_\_\_\_\_Chris Cutshaw, Chairman, HCLB

ATTESTED: \_\_\_\_\_\_ Peggy Henderson, County Clerk







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.

1<sup>st</sup> phase: 2-3 visits/month (weekly sessions) 2<sup>nd</sup> phase: 1-2 visits/month (biweekly sessions) 3<sup>rd</sup> 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 tr odd 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

Return to Regular Calendar

#### RESOLUTION 23-13

#### 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 23<sup>rd</sup> 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.

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 criminal proceedings through the District Public Defender's Office.

Section 4. This Resolution shall be effective April 1, 2023.

Adopted this 23<sup>rd</sup> day of February, 2023.

County Mayor

ATTEST:

County Clerk

# **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.

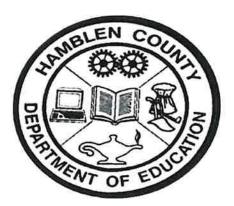
On June 27, 2022, the Hamblen County Commission approved a General Purpose School Budget in the amount of \$96,171,837.30. Amendment #1 did not increase the budget. Amendment #2 increased the budget to \$96,587,642.45. Amendment #3 increased the budget to \$97,187,642.45. Amendment #4 will increase the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

strud to Band

Arnold W. Bunch, Jr., Superintendent of Schools

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



				HAMBLEN COUNTY &		
				2022-2023	OOL BUDGET	
				AMENDMENT #4 - EX	TERNAL	
EXPENDITURE	mLE		NCREASE	DECREASE	ACTUAL	
71100-429	INSTRUCTIONAL SUPPLIES AND MATERIALS	\$ 425,104 81	\$ 1,500.00	\$ -	\$ 427,604.81	PURPOSE KNOXVILLE TVA EMPLOYEES CREDIT UNION GRANT TO MILLER-BOYD FOR SUPPLIES (
71300-729	VOCATIONAL INSTRUCTION EQUIPMENT	\$ 11,262.00	\$ 16, <b>584</b> .20	5 -	\$ 27,846 20	MATERIALS
72210-599	OTHER CHARGES	\$ 70,683.08	\$ 35,500.00	<u>s</u> .	\$ 106,383.06	UTRUST GRANT FOR STUDENT AND STAFF RECOGNITION
	NET INCREASE	\$ 508,249,89	\$ \$3,584.20	1 .	\$ \$51,834.08	
			5 63,684.20			
				AMBLEN COUNTY SC		and the first state of the second state of the
			GENER	AL PURPOBE SCHOO 2022-2023	L BUDGET	
-	- 1		A	MENDMENT #1 - EXTE	RNAL	
CODE	mle	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
44570	CONTRIBUTIONS AND GIFTS	€ 318,838.85	\$ 37,000.00	\$-\$	355,838 85	KNOXVILLE TVA EMPLOYEES CREDIT UNKON GRANT TO MILLER-BOYD (\$1,500)
48980	OTHER STATE GRANTS	5 209,223.30	\$ 16,584.20	ss	225.607.50	UTRUST GRANT POR STUDENT AND STAFF RECOGNITION (\$35,500) STATE OF TN CTE MIDDLE BCHOOL STEM GRANT
	TOTALS	\$ \$28,062.15	\$ \$3,584,20	s . s	\$\$1,646.35	
	NET INCREASE		\$ \$3,584.20			

\$ \$3,584.20



#### 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.

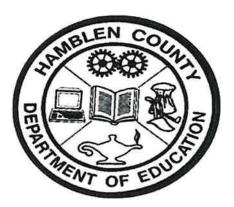
On June 27, 2022, the Hamblen County Commission approved a School Nutrition Program Budget in the amount of \$11,269,045. Amendment #1 increased the budget to \$11,274,995. Amendment #2 will increase the budget to \$11,290,971.95 Thank you for your consideration of this amendment.

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

Ando h Sund

Arnold W. Bunch, Jr., Superintendent of Schools

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



		SC	HAMBLEN COUNT HOOL NUTRITION PI 2022-20 AMENDME	ROGRAM BUDGET 23		
EXPENDITURE	TITLE	BUDGET		DECREASE	ACTUAL	PURPOSE
73100-422	OTHER SALARIES AND WAGES	\$ 4,701,525.00	\$ 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	\$ 15,976.95	<u>s</u> .	\$ 4,717,501.95	
	NET INCREASE		\$ 15,976.95			
		SC	HAMBLEN COUN HOOL NUTRITION P 2022-20 AMENDME	ROGRAM BUDGET )23		
Equity CODE	TITLE	BUDGET		DECREASE	ACTUAL	PURPOSE STATE OF TN SUPPLY CHAIN ASSISTANCE
47114	USDA - OTHER	\$ 272,475.00	\$ 15,976.95	\$ -	\$ 288,451.95	GRANT
	TOTALS	\$ 272,475.00	\$ 15,976.95	s .	\$ 288,451.95	
	NET INCREASE		\$ 15,976.95			

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### **Hamblen County Commission**

For the February 2023 Commission Meeting

#101

Fund

DEPT:

**County Commission** 

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
51100.207	Medical Insurance	\$ 3,000.00	
	DECREASE APPROPRIATIONS:		
51100.204	State Retirement		\$ 3,000.0
		4	
		3,000	3,0

Brief Descriptions of issue: To increase appropriations to cover medical insurance costs for County Commission through FY 22-23. Insurance cost for this year is more than budgeted due to coverage differences in newly elected county commissioners compared to previous commissioners.

Signature:

Title :

Date:

amanda Hale Finance Director 2323

For Finance De	epartment Only:
Reviewed by:	
Budget Amend	lment:
Date:	



DEPT:

#### **Hamblen County Commission**

For the February 2023 Commission Meeting

#116

Fund

**Garbage/Sanitation Department** 

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		\$ 50,000.0
			-
		50,000	50.0

Brief Descriptions of issue: To increase appropriations within the Sanitation Dept. to cover maintenance and repair expenses in excess of budgeted amount. There is currently \$48,000 in the maintenance and repair line. This budget amendment will cover the \$46,000 cost of replacing an engine in a brush truck and allow for additional charges that will be incurred through the EOY.

Bany &. Porce tambles County Road Supt. Signature: Title : 02-02-2023 Date:

For Finance Department Only: Reviewed by:

Budget Amendment: \_

Date:



#### Hamblen County Commission

For the February 2023 Commission Meeting

#122

Fund

a<sup>141</sup> a

DEPT:

Drug Control Fund

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
122.54150.718	Motor Vehicles	\$ 7,200.00	
	DECREASE FUND BALANCE:		
122	Fund Balance / Restricted for Public Safety		\$ 7,200.0

Brief Descriptions of issue:	
To increase appropriations to cover cost of 2023 Ford Explorer for Narcotic An additional \$7,200 will be needed to cover difference in motor vehicle bal	s agents in excess of budgeted amount. lance and cost of vehicle.
Signature: Mille Meen	For Finance Department Only: Reviewed by:
Title: Execution assistant	Budget Amendment:
Date: 2-9-2-3	Date:



#### Hamblen County Commission

For the February 2023 Commission Meeting

nd	#128 DEPT: Drug Use Abatement F	'und	
Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
55310.316	Contributions - Regional Mental Health Center	\$ 500,000.00	
	DECREASE FUND BALANCE:		
39000.000	Unassigned Fund Balance		\$ 500,000
		500,000	500

rief Descriptions of issue:	
o appropriate funds from the Drug Use Abatem	nent Fund Unassigned Fund Balance to cover the contribution
help fund the Northeast Tennessee Regional I	

Signature:

nent Only:	For Finance Dep
	Reviewed by:
	Budget Amendm
	Date:
	Date:

Date:

Title :

lanu	2022						_	<u> </u>	1		r			
January Permit	2023 Date	Applicant	Туре	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		- HARLES	in the second se	\$2,841,25	054G	в	002.01
				226 Greenbriar Rd					\$30.00		\$30.00	054G	в	002.01
23-0002M	1/4/23	Luis Romero	Mechanical						\$20.00		\$20.00	046		010.01
23-0003M	1/4/23	Hiller Cooling	Mechanical	7450 Lebanon Church Rd				\$110.00	\$20,00		\$110.00	017C	A	004.00
23-0004P	1/5/23	Gunter Construct	Plumbing	4120 Lake Meadow Lane	***	\$50.00		\$110.00			\$50.00	049	- 0	009 22
23-0005	1/5/23	Brooks Malone	In-Ground Pool	1965 Hindley Rd	\$50,000,00						\$121,00	016		067.00
23-0006	1/6/23	Pete Barile	(2) Storage Bldgs	2141 Spout Springs Rd	\$29,972.00	\$121.00		450.00	000.00			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		8	002.01
23-0008	1/9/23	Jesse Lovell	Storage Bldg	393 Statem Gap Rd	\$1,500.00	\$176.00					\$176.00	050	_	The second division in which the second division is not the second division of the second d
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 Bidgs	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 Bidg	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	A	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	C	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					\$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	D40P	E	018.00
23-0021	1/19/23	Auslin Atkins	DWMH	943 Kidwell Ridge Rd	\$116,000,00	\$350.00	- 19				\$350.00	040		049.01
23-0022P	1/20/23	Healy Plumbing	Plumbing	1756 Macedonia Rd				\$0.00			\$0.00	016		010.05
23-0023P	1/23/23	Phillip Biggs	Plumbing	1269 Little Mtn Rd				\$95.00			\$95.00	027		022.00
23-0024	1/23/23	Melissa Wilcox	Storage Bldg	3536 McClister Rd	\$5,000,00	\$95.00					\$96.00	043		068 01
23-0025P	1/23/23	Courtney Greenlee	Plumbing	1807 Mineral Mills Rd				\$90.00			\$90.00	049		023.19
23-0026	1/23/23	Darlene Harman	Carport/above gd Pool	466 May Rd	\$3,607.37	\$75.00					\$75,00	054		040.04
23-0027	1/23/23	Charles Marcum	Garage	880 Wilburn Rd	\$13,500,00	\$375.00					\$375.00	018	-	127.10
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
23-0028	1/24/23			1700 Dover Rd	\$9,500.00	\$0.00					\$0.00	035		030.10
23-0029	1/25/23	Rodney Long	Garage Garage	7110 Waterfront Terrace	\$200,000,00	\$1,000.00					\$1,000.00	0391	A	044.00
		Phillip Carlyle		7110 Waterfront Terrace	\$200,000.00	51,000.00				\$25.00	\$25.00	0391	A	044.00
3-0031G	1/25/23	Phillip Carlyle	Gas		140.050.00	£120.00					\$180.00	054F	F	035.00
23-0032	1/26/23	Melissa Havens	Garage	6780 Colgate Drive	\$10,258.00	\$180.00			-		\$97.00	054		004.00
23-0033	1/27/23	Tony Moyers	Deck/Cover	800 Greenbriar	\$24,000.00	\$97.00	<u> </u>						8	1
23-0034	1/27/23	JoAnn Eunice	Storage Bldg	290 Lulher Proffitt Rd	\$5,335.00	\$50.00					\$50.00	018L	8	001.00
22-0035P	1/30/23	Rick Williams	Plumbing	1376 Mirnosa 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	019	c	010.00
		· · · · · · · · · · · · · · · · · · ·									\$0.00			
_						-					\$0.00			
											\$0.00		<u> </u>	
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		10 N							1	_	\$0.00			
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											\$0.00			
											\$0.00			
											\$0.00			
					0						\$0.00			
191	Total			Total:	\$1,954,470.37	\$10,481.25	\$200.00	\$620.00	\$90.00	\$25.00	\$11,416,25			
Running	Total	and the second second			\$17,432,685.11					\$660.00	\$85,041.50			
		Control of the Control of Control		10.000	Total No	Amount		Total				ETHDA	Monthl	VTT
		Sto	mwater fee not collected in		Total No.	Amount							Monthly	
			** Ag Exempt/ no fee	CHO and Miscellaneous	12	\$105.00		\$105.00			P40 040 07	HOMES	0	0
				Re-Zoning Request	5	\$375,00		\$375.00	Grand		\$13,616,25			
				Variance Request	-		-	\$0.00	Total:		1		<u> </u>	-
				Plat Approval	10	\$1,670.00		\$1,670.00	-				-	
		3 lots or	more	Plat Approval Land Disturbance/Development				\$0.00	-		1			
		3 lots or	more	Plat Approval Land Disturbance/Development Use on Review	10	\$50.00		\$0.00 \$50.00	2021-2022					
		3 lots or	more	Plat Approval Land Disturbance/Development Use on Review Refunds				\$0.00 \$50.00 \$0.00	Running	2.3	1		Det	rn t-
		3 lots or	more	Plat Approval Land Disturbance/Development Use on Review		\$50.00		\$0.00 \$50.00		\$92,384.60	THE P		Retu	rn to

#### 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/alg

Christopher P. Capps

CPC/alg

Enclosures

https://cccblaw.sharepoint.com/sites/lawfiles/Shared Documents/Hamblen County/Letters/2023/Brittan,Bill(Invoice)-02-03-23 alocx



# 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**

Туре	Date	Description	Quantity	Rate	Total
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 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	0.55	\$150.00	\$82.50
Service	01/19/2023	E-mails with Amanda Hale re: garnishment; phone conference with Art Knight; phone conference with Bill Brittain	0.60	\$150,00	\$90.00
Service	01/20/2023	E-malls with Brian Blind and Tim McLemore re: easement; e-mail to Richard Kent re: sewer easement	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
			т	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.

Invoice # 904 - 02/03/2023

# 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
			_		

Total \$367,50

### **Detailed Statement of Account**

#### **Current Invoice**

Invoice Number	r Due On	Amount Due	<b>Payments Received</b>	Balance Due
903	03/05/2023	\$367.50	\$0.00	\$367.50
	(4) In Hermonica (1994) (4)		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



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

Туре	Date	Description	Quantity	Rate	Total
Service	01/18/2023	E-mail from Bill Brittain re: HC Road Commission re- draft	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
			т	otal	\$142.50

### **Detailed Statement of Account**

#### **Current Invoice**

Invoice Number	Due On	Amount Due	<b>Payments Received</b>	Balance Due
906	03/05/2023	\$142.50	\$0.00	\$142,50
(1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	and the second of the second state	and and the second s	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**



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

nd	<u>    101                               </u>	DEPT: Accounting a	and Budgeting	
Account Number		Description	Increase	Decreas
	INCREASE APPR	OPRIATIONS:		
52100.349	Printing, Stationer	ry and Forms	\$ 400.00	
	DECREASE APPR	OPRIATIONS:		
52100.312	Contracts with Pri	vate Agencies		\$ 400
			\$ 400.00	\$ 40

Brief Descriptions of issue:	
To increase appropriations to cover printing and stationery costs in excess of budgeted amount	

Requesting	Department	
Signature:	Amanda Hale	
Title :	Finance Director	
Date:	2/2/23	
Approval by	County Mayor	For Fina
Signature:	Bill Buttain	Reviewe
Title :	County Mayor	Budget
Date:	2-3-023	

For Fina	nce Department Only:
Reviewed	l by:
Budget A	mendment
_4DH	-23/23
	-1-10)



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

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
53400.334	Maintenance Agreements	\$ 1,200.00	
	DECREASE APPROPRIATIONS:		
53400.207	Medical Insurance		\$ 1,200.0
		\$ 1,200.00	\$ 1,200.0

o increase appropriations to cover an increase in TNCIS maintenance agreement costs in FY 22-2	3
ompared to FY 21-22	
	_

Requesting	Department O
Signature:	Katherine Donea Servey
Title :	Clerk+ Master
Date:	2/3/2023
A	

Approval by County Mayor	( <u>1</u> )
Signature: Bill Buttain	For Finan Reviewed
Title: Cecentry Mayor	Budget A
Date: 2-3-023	AO

For Financ	e Department Only;
Reviewed b	у:
Budget Am	endment
MOH	2/6/23
9011	40102



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

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
53400.320	Dues and Memberships	\$ 100,00	
	DECREASE APPROPRIATIONS:		
53400.194	Jury and Witness Expense		\$ 100.
		\$ 100.00	\$ 100

Brief Descriptions of issue:		±.	
To increase appropriations to cover members	ship dues for the Clerk and M	Aaster's Office	
n excess of budgeted amount.			

Requesting Department	
Signature: Nathenal Calls Clerry	
Title: Clerk + Master	
Date: 1/3//2023	
Approval by County Mayor	
Signature: Dill Duttaen	For Finance Department Only: Reviewed by:
Title: County Moyor	Budget Amendment
Date: 2-1-2023	7011 2/1/23



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

d	101 DEPT: Courtro	om Security	
Account Number	Description	Increase	Decreas
	INCREASE APPROPRIATIONS:		
53920.451	Uniforms	\$ 2,000.00	
	DECREASE APPROPRIATIONS:		
53920.716	Law Enforcement Equipment		\$ 2,000.
•			
	5.		
		\$ 2,000.00	\$ 2,00

Brief Descriptions of issue: To increase appropriations to cover uniform expenses for two new Courtroom Security Officers

Requesting Department Signature: Title : 2 Date: C Approval by County Mayor For Finance Department Only: Reviewed by: Signature: Budget Amendment Title : ADH 2/6/23

Date:

Į.



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

	Description	Increase	Decrease
Account Number			
	INCREASE APPROPRIATIONS:		
53920.334	Maintenance Agreements	\$ 600.00	
00.20.00*			
	DECREASE APPROPRIATIONS:		
53400.207	Law Enforcement Equipment		\$ 600.0
53400.207	Law Minorcement Equipments		
	*		
		\$ 600.00	\$ 600.

Brief Descriptions of issue: To increase appropriations to cover an increase in the maintenance agreement costs for the X-Ray equipment for Courtroom Security. Budgeted amount was \$2,600, but agreement was \$3,200 for FY 22-23. Requesting Department Signature: Title :

Date:

Approval by County Mayor

Signature:

Title :

Date:

For Finance Department Only: Reviewed by: Budget Amendment DF 26/23



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

d	101	DEPT:	County Commission		
Account Number		Descript	ion	Increase	Decreas
	INCREASE	APPROPRIATIO	DNS:		
51100.599	Other Char	rges		\$ 1,800.00	
	DECREASE	APPROPRIATI	ONS:		
51100.334	Maintenan	ce Agreements			\$ 1,800
	N.			\$ 1,800.00	\$ 1,80

Brief Descriptions of issue:
To increase appropriations to cover various expenses such as registration fees, publication costs, etc. f
County Commission in excess of budgeted amount.

Requesting	Department	
Signature:	Amanda Hale	8
Title :	Finance Director	£
Date:	/31/23	٤.
Approval by	y County Mayor	For Finance Department Only:
Signature:	- Fill Duttan	Reviewed by:
Title :	County Mayor	Budget Amendment
Date:	2-1-7023	



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

ıd	<u>    101                               </u>	PT: C	ounty Mayor			_	
Account Number		Description		Ir	ncrease	De	crease
	INCREASE APPRO	PRIATIONS:					
51300.351	Rentals			\$	600.00		
	DECREASE APPRO	PRIATIONS:					
51300.307	Communication					\$	600.0
				\$	600.00	\$	600

rease appropriations to cover rental expenses (Copier & Postage Machine) for the Mayor's Of ess of budgeted amount

Requesting	Department	
Signature:	Amandia Hale	
Title :	Finance Director	
Date:	2/3/23	
Approval by	County Mayor	For Finance Department Only:
Signature:	Bill Butter	Reviewed by:
Title :	County Mayor	Budget Amendment
Date:	2-3-2023	MDH 25125



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

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

Brief Descriptions of issue:	
To increase appropriations to cover CPR training course for Jail staff	_
	_

Requesting Department	
Signature: Laws	
Title: fail Admin	
Date: 1/12/23	
Approval by County Mayor	
Signature: Bill Anthan	For Finance Department Only: Reviewed by:
Title: County Myor	Budget Amendment 73
Date: 1-12-2023	- Abit Holos

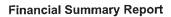


Budget Amendment approved by County Mayor for review by the County Commission. (TCA 5-9-407)

Description REASE APPROPRIATIONS: intenance and Repair Services - Vehicles	Inc	crease	Decreas
REASE APPROPRIATIONS:			
intenance and Repair Services - Vehicles			
mienance and nepan bervices vements	\$	250,00	
REASE APPROPRIATIONS:			
lvel			\$ 250
			\$ 25
			\$ 250.00

rief Descriptions of issue:	
to increase appropriations to cover vehicle mainten	ance and repair costs for the Property Assessor's Office
in excess of budgeted amount	

Requesting Department	
Signature: Keith Elis	
Title: ASSESSOR OF Froperty	R.
Date: 2-3-23	8
Approval by County Mayor	The Difference Contract
Signature: Bill Buttain	For Finance Department Only: Reviewed by:
FIL 6 Hr.	



## 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
1.0.11		\$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

Kanl 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 30<sup>th</sup> 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

# Hamblen County Government

Personnel Committee

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

## **MINUTES**

## Members Present:

Thomas Doty, Stan Harville, Chris Cutshaw, Debbie A'Hearn, Edna Greene, Bobby Haun, Tim Horner, Peggy Howell, Joe Huntsman, Sr., Rodney Long, Mike Reed, Mike Richardson, Kyle Walker

## Members Absent:

Wayne NeSmith

## Call to Order

Chairman Thomas Doty called the meeting to order at 6:50 p.m.

## Visitors Wishing to Address the Committee

None

## Old Business

a. None

## New Business

- a. Approval of Education Pay Submissions *Motion (Kyle Walker/Bobby Haun, all in favor) to approve the Education Pay Submissions for February 2023.*
- b. Approval of Longevity Pay Submissions *Motion (Debbie A'Hearn/Tim Horner, all in favor) to approve the Longevity Pay Submissions for February 2023.*

## Items of Interest (No Action Necessary)

a. None

## **Adjournment**

There being no further business Chairman Doty adjourned the meeting at 6:51 p.m.



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

<u>February 13, 2023</u>

## **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

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

## MINUTES

## Members Present

Debbie A'Hearn, Chris Cutshaw, Stan Harville, Peggy Howell, Bobby Haun, Joe Huntsman, Sr., Rodney Long, Mike Richardson, Kyle Walker

## Members Absent

None

## Call to Order

Chairman Richardson called the meeting to order at 6:51 p.m.

## Visitors Wishing to Address the Committee

None

## Old Business

a. None

## **New Business**

- a. Surplus Item for Register of Deeds *Motion (Rodney Long/Peggy Howell, all in favor) to approve Plat Cabinet Surplus Item for the Register of Deeds.*
- b. Surplus Item for Sheriff's Department
   Motion (Stan Harville/Debbie A'Hearn, all in favor) to approve the surplus of a 2012 Chevy Tahoe
   Vin #6381 for the Sheriff's Department Narcotics Division.
- c. Hamblen County Road Commission-Information for Applicants Requesting Public Road and Right-of Way Abandonment.

Motion (Chris Cutshaw/Bobby Haun, all in favor) to approve the Hamblen County Public Road and Right-of-Way Abandonment Policy.

- 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.
   Motion ( Debbie A'Hearn/Kyle Walker, all in favor) to approve Resolution 23-\_\_\_ Resolution 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.
- 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.
   Motion (Chris Cutshaw/Stan Harville, all in favor) to approve Resolution 23-\_\_\_ Resolution 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.
- 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 Motion (Debbie A'Hearn/Kyle Walker, all in favor) to approve Resolution 23-\_\_\_ Resolution 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.

- 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.
   Motion (Chris Cutshaw/Bobby Haun, all in favor) to approve Resolution 23-\_\_\_ Resolution 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.
- 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.

Motion (Bobby Haun/Stan Harville, all in favor) to approve 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.

 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.

Motion (Kyle Walker/Joe Huntsman, Sr., all in favor) to approve Resolution 23-\_\_ to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 03, Tax Map 018P, Group B, Parcels 014.00 and 015.00, 1579 Greene Road, Morristown, Tennessee 37814 from R-1 to A-1.

## Items of Interest (No Action Necessary)

a. None

## **Adjournment**

There being no further business Chairman Richardson adjourned the meeting at 7:13 p.m.

## Hamblen County Government <u>PUBLIC SERVICES COMMITTEE</u>

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



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



## 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

Sheriff of Hamblen County

510 Allison Street Morristown, Tennessee 37814

# MEMO

TO:	Trish Bowman Sheriff Chad Mullins Sheriff Chad Mullim February 8, 2023		
FROM:	Sheriff Chad Mullins heriff Chad Mulling		
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.

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

**HCRC 401** 

# 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

- 1. 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.
- 2. 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.
- 3. 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 filed 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.

4

# 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 inspections (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 <u>landfill expansion</u>: 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 # 23-05

## 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:

# The City of Morristown

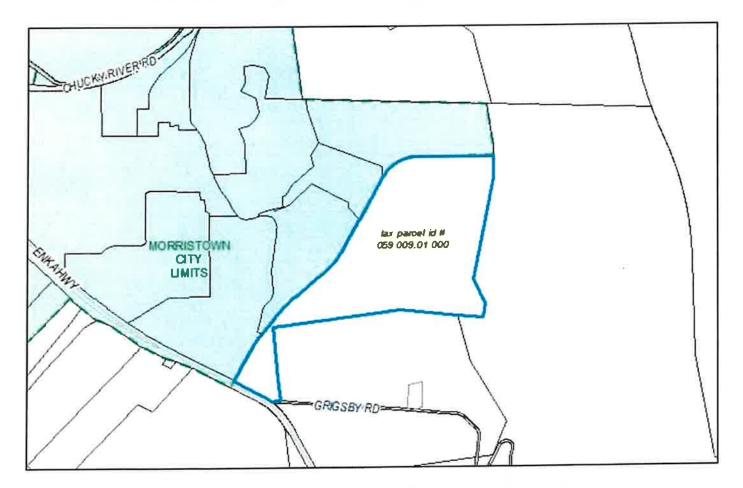
# **Community Development & Planning**



TO:Hamblen County Planning CommissionFROM:Lori Matthews, Senior PlannerDATE:February 6, 2023REQUEST: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 # 23-06**

## 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:

# The City of Morristown

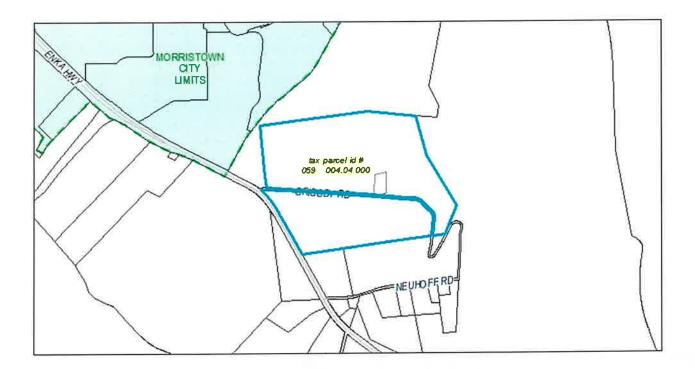
# \* HE CITY OF \* HESSA \* MORRESTO WN \* THINK

## **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.



## **RESOLUTION #\_23-07**

## 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:

County Mayor

Date:

# The City of Morristown

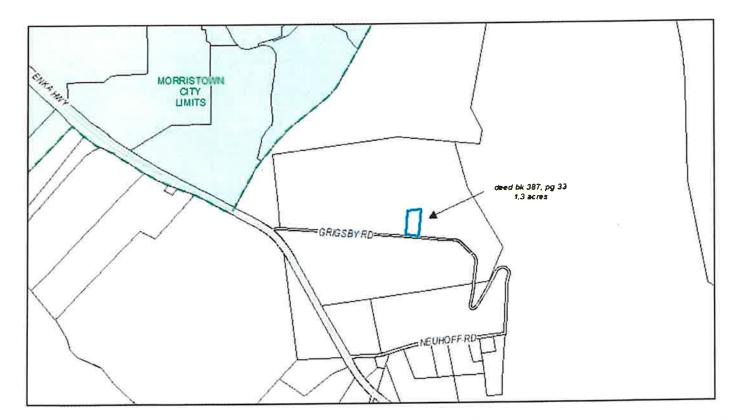


# **Community Development & Planning**

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, 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 # 23-08**

## 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:

ATTEST:

County Clerk

AUTHENTICATED:

County Mayor

Date:

# The City of Morristown

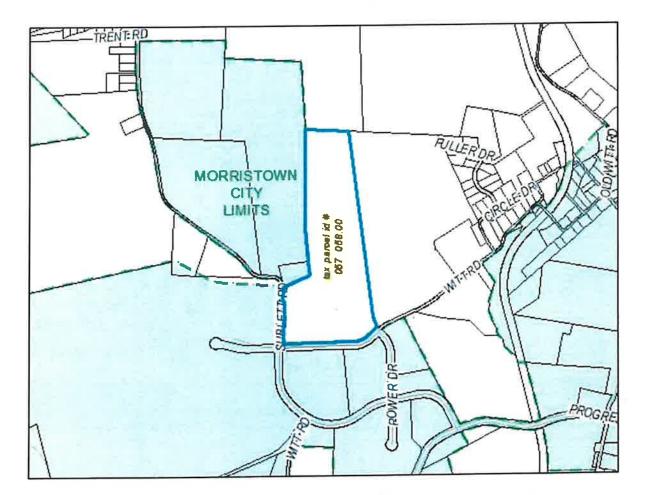
## **Community Development & Planning**



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 I-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 # 23-09**

## 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:

ATTEST:

County Clerk

AUTHENTICATED:

County Mayor

Date:

# The City of Morristown

## **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.



## RESOLUTION # 23-10

## 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** 

# The City of Morristown





TO:Hamblen County CommissionFROM:Lori MatthewsDATE:January 10<sup>th</sup>, 2023REQUEST: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.



## Hamblen County Government <u>Rules Review Committee</u> Monday, February 13, 2023 Large Courtroom-Hamblen County Courthouse

## **MINUTES**

## Members Present:

Bobby Haun, Thomas Doty, Chris Cutshaw, Mike Richardson

#### Member Absent:

Wayne NeSmith

### Call to Order

Chairman Bobby Haun called the meeting to order at 7:13p.m.

### Visitors Wishing to Address the Committee

Dan Pellegrin, Linda Noe, Rob Burke

#### **Old Business**

None

#### New Business

- a. Hamblen County Commission Guidelines for Commission Meeting-Chairman Haun went over items 1-5 on the Public Comment Guidelines. A change in item 2 was presented by Chairman Cutshaw. The word boisterous will be changed to disruptive.
   Motion (Thomas Doty/Chris Cutshaw) to accept the Public Comment Guidelines as presented with the change of wording in item 2. listed above.
- b. Discussion of a Sign- In Sheet for Public Comments Section a. and b. Motion (Chris Cutshaw/Thomas Doty, to require a Sign-In Sheet for Public Comments Section a. and b. at Commission Meetings. Motion Amended (Thomas Doty/Chris Cutshaw, all in favor) to add in addition to the Sign-In Sheet an opportunity to speak if his/her name is not on the Sign-In Sheet. The person wishing to speak would need to give his/her name and address when he/she approaches the podium.
  c. Discussion for Public Comment Rules for Committee Meeting
- 2. 3 Minutes per Speaker per Committee
   Motion (Chris Cutshaw/Thomas Doty, all in favor) to allow 3 minutes per speaker per Committee for Public Comments.
   2. 15 Minute Time Limit per Committee for Public Comments
   Motion (Thomas Doty/Chris Cutshaw, all in favor) to allow a total of 15 minutes per Committee for Public Comments.
- d. Discussion on Time Limits for Public Comments Non-Agenda and Agenda Items Motion (Thomas Doty/Mike Richardson, all in favor) to allow 30 Minutes for Non-Agenda Items and 30 Minutes for Agenda Items for Public Comments at Commission Meetings. Monthly Checks

Motion (Chris Cutshaw/Thomas Doty, all in favor) to move the Monthly Checks presented to the Consent Calendar.

e. Personnel Committee-Education, Longevity and Military Pay Motion (Thomas Doty/Mike Richardson, all in favor) to move the Education, Longevity and Military pay to the Consent Calendar.

## **Adjournment**

There being no further business Chairman Haun adjourned the meeting at 8:07 p.m.



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 Meetings1. 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 guidelines:

- 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.

#### Hamblen County Government Bulk Waste Study Committee

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

#### **MINUTES**

#### Members Present:

Tim Horner, Rodney Long, Chris Cutshaw, Edna Greene, Stan Harville, Bobby Haun, Kyle Walker

#### Members Absent:

None

#### Call to Order

Chairman Tim Horner called the meeting to order at 8:07 p.m.

# Visitors Wishing to Address the Committee

None

#### **Old Business**

None

#### **New Business**

a. Bulk Waste Discussion- Chairman Tim Horner addressed the Committee concerning the definition of Bulk Waste. Educating the public was also addressed. Tommy McKinney, Code Enforcement Officer showed the Committee several slides of different sites within the County with excessive bulk waste which had been placed at the curb. It was noted that several of the sites had runoff going into the stormwater system. Tina Whitaker, Planning Department Manager also commented on the amount of bulk waste and placement which is becoming a problem for the County.

No action taken. Discussion only.

#### **Adjournment**

There being no further business Chairman Horner adjourned the meeting at 8:31 p.m.



#### 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

# MINUTES FOR HAMBLEN COUNTY LEGISLATIVE BODY COMMISSION MEETING

January 19, 2023

BE IT REMEMBERED that the Legislative Body for Hamblen County, Tennessee met at its regular monthly meeting on January 19, 2023 5:00 p.m. in the

Hamblen County Courtroom with the Chairman Chris Cutshaw presiding. The Legislative Body was opened by Courtroom Officer Harley Kelley. Invocation was given by Jason McIntosh-Pastor First United Methodist Church. The Pledge of Allegiance was led by Commissioner Bobby Haun. Upon roll call, the following members were present:

ROLL CALL TALLY RESULTS 13 Present 1 Absent

Joe Huntsman	PRESENT	Rodney Long	PRESENT
Debbie A'Hearn	PRESENT	Chris Cutshaw	PRESENT
Thomas Doty	PRESENT	Stan Harville	PRESENT
Wayne NeSmith	ABSENT	Peggy Howell	PRESENT
Mike Reed	PRESENT	Bobby Haun	PRESENT
Mike Ríchardson	PRESENT	Tim Horner	PRESENT
Kyle Walker	PRESENT	Edna Greene	PRESENT
			CONTRACTOR CONTRACTOR

#### Hamblen County Commission - January 19 2023 05:08:59 PM

OpenMeeting

January 19, 2023

# AGRICULTURE COMMITTEE APPOINTMENTS

Motion by Tim Horner, seconded by Rodney Long to approve the appointments for the Hamblen County Agriculture Committee.

Voting : (All in Favor say I ) All

Voting Against: None

Absent: Wayne NeSmith

Motion Passed.



UT Hamblen County Extension Office Courthouse – Room 204, 511 West Second North Street Morristown, TN 37814 office: (423) 586-6111 hamblen.tennessee.edu December 22, 2022

To: Hamblen County Commission

The following members of the Hamblen County Agriculture Committee are eligible for appointment or re-appointment to two-year terms effective January 1, 2023. These are voluntary (non-paid) positions.

Eligible for re-appointment:

Farm Woman – Civil District 3 – Donna Morris – 1/1/2023 – 12/31/2024 – Second term

#### **New Appointments:**

Farm Man – Civil District 2 – Steve Miller – 1/1/2023 – 12/31/2024 – First term – Replacing Phil Austin whose term limits maxed out

Farm Man – Civil District 4 – Tom Rush – 1/1/-2023 – 12/31/2024 – First Term – Replacing Rodney Cobble whose term limits maxed out

#### Others on the Committee – Just for informational purposes

Commissioner – Wayne NeSmith - 1/1/22 -12/31/23- Third and final term Commissioner - Thomas Doty – 1/1/22 – 12/31/23 – Third and final term Commissioner – Bobby Haun – 1/1/2022 – 12/31/2023 – First term Farm Woman – Civil District 2 – Judy Huntsinger – 1/1/2022 – 12/31/2023 - First term

The make-up of the Ag committee is spelled out by state statute -49-50-104.

Thanks for your support.

Sincerely,

Mannie Ladwell

Mannie Bedwell Extension Agent – Adult Agriculture, Community Economic Development and County Director University of Tennessee Extension – Hamblen County Office

> ag tennessee edu Ioan Life Solutions

January 19, 2023

# **APPROVAL OF CONSENT CALENDAR ITEMS**

Motion by Thomas Doty, seconded by Tim Horner to approve the Consent Calendar Items.

OTE RESULTS		13 YES O NO O ABSTAIN 1	ABSEN
4.a. Approval of Consent Calendar It	ems	Passed By Majority V	ote
Joe Huntsman	YES	Rodney Long	YES
Debbie A'Hearn	YES	Chris Cutshaw	YES
Thomas Doty M	YES	Stan Harville	YES
Wayne NeSmith	ABSENT	Peggy Howell	YES
Mike Reed	YES	Bobby Haun	YES
Mike Richardson	YES	Tim Horner S	YES
Kyle Walker	YES	Edna Greene	YES

# Hamblen County Commission - January 19 2023 05:24:14 PM

January 19, 2023

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
<b>1. KATHY LYNN BRIDGES</b>	6206 WINTERGREEN RD MORRISTOWN TN 378141312	423-231-2314	732 W MAIN ST MORRISTOWN TN 378144511	423-586-3162	
2. AMANDA DAVIS	251 SHADY WOODS RD	423-312-0285	6327 WINNERS CIRCLE RD MORRISTOWN TN 378132770	I	
3. CHRISTY GRIZZELL	MORASIONA IN 378141013 334 LOCHMERE DR MORDISTOWN TN 378142184	423-312-0215	525 W MORRIS BLVD STE A MORRISTOWN TN 378132129	423-312-9900	
4. WONETA HODGE	5215 OLD KENTUCKY RD	423-581-5997	610 E 15T NORTH ST MODPISTOWN TN 378144718	423-581-3334	
5. KELLY A JACOBS	MORKIS LOWN IN 3/8146410 6128 HIAWATHA RD MORRISTOWN TN 37814	248-410-7924	1833 W MORRIS BLVD #201 MORRISTOWN TN 37813	423-581-5222	
6. SHEILA JONES	273 W CROXDALE RD MORRISTOWN TN 378131973	423-736-8703	273 W CROXDALE RD MORRISTOWN TN 378131973		INS BOND
7. DONALD WAYNE KIMBROUGH	PO BOX 1261 MORRISTOWN TN 37816	423 736 4889	PO BOX 1261 MORRISTOWN TTN 37816	423 736 4889	CNA SURETY
8. BEVERLY A LEE	1410 SPENCER DR MORRISTOWN TN 378145214	423-748-0618	1730 W ANDREW JOHNSON HWY MORRISTOWN TN 378143737	423-581-2880	
9. CHRISTINA LIBRADO-TRENT	2595 LITTLE MOUNTAIN RD RUSSELLVILLE TN 378609000	423-839-7664	733 W MAIN ST MORRISTOWN TN 378144510	1	
10. MARITA LLOYD	3059 BERNA WAY MORRISTOWN TN 378145640	512-422-8921	3059 BERNA WAY MORRISTOWN TN 378145640	1	
11. KAYLEIGH MARSHBANKS	3501 MAPLE AVENUE MORRISTOWN TN 37814	423-273-9495	1631 E ANDREW JOHNSON HWY MORRISTOWN TN 37814	423-318-7768	
12. NANCY C MOORE	4261 OAK TRACE DR MORPISTOWN TN 37843	423-736-4040	120 BROWN AVE MORRISTOWN TN 37813	4233178881	FARM BUREAU
13. APRIL PURKEY	1747 CENTRAL CHURCH RD MORRISTOWN TN 378141809	423-748-1325	4327 W ANDREW JOHNSON HWY ST6 MORRISTOWN TN 378141182	423-581-5115	CNA SURETY
14. HAYLEY RATCLIFF	1238 W WILDWOOD DRIVE MORRISTOWN TN 37814	423-200-9702	500 S DAVY CROCKETT PKWY MORRISTOWN TN 37814	4235852671	<b>BIBLE INSURANCE AGENCY</b>
<b>15. DENVER L RHODES</b>	PRATER ST MORRISTOWN TN 37814	423-200-8732	1616 PRATER DR MORRISTOWN TN 37814	423-736-3344	
16. ERICK SIMONDS	3892 ISAAC AVE MORRISTOWN TN 378141923	423-736-6352	4918 W ANDREW JOHNSON HWY MORRISTOWN TN 378141024	423-586-6006	
17. TIMOTHY K. STOCKTON	2020 MARS HILL RD TAI ROTT TN 378773618	865-900-6336	700 W 1ST NORTH ST MORRISTOWN TN 378144546	423-581-9390	
BATCH 14		A COURT	Money 1	J. OFFICI	JAN 10 203 FFICE OF HAMBLEN COINTV MAVOR
12-6.	HAMBLE C	COLINA COLINA	CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE	SIGNATURE DUNTY OF HAMBLEN, TI - / O - 23 DATE	ENNESSEE

January 19, 2023

LIFICATE OF ELECTION OF NOTARIES PUBLIC

5

Return to Regular Calendar

#### Hamblen County Government Jail / Justice Center Project Expenditures As of December 31, 2022

Category of Costs	Description		Amount		Total Per Category
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		
Paid in FY2023	Design & Construction Planning Phase	\$	201,395.02	\$	4,959,585.55
BurWil Construction					
Paid in FY2021	Project Management	\$	283,597.96		
Paid in FY2022	Project Management	\$	227,515.00		
Paid in FY2023	Project Management	\$	183,666.00	\$	694,778.96
				Ş	094,778.90
Blaine Construction Paid in FY2022	Construction	\$	18,460,845.00		
Paid in FY2023	Construction	\$	12,557,904.16	\$	31,018,749.16
Entegrity Consulting					
Paid in FY2021	Commissioning Services	\$			
Paid in FY2022	Commissioning Services	\$	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	2	\$	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				
	Soil Testing and All Other Costs	\$	122,120.00		
Paid in FY2023	Site Preparation, Clearing, and				
	Soil Testing and All Other Costs	ć	06 767 50	*	
0/20/2022	GEO Testing MUS Top & Impact Fees for Jail Connections	\$ \$	50,707.50		
9/29/2022 10/27/2022	MUS - Tap & Impact Fees for Jail Connections Deacon Foodservice Solutions	\$ \$			
·					
				\$	560,172.51
	Total Expanditures on Jail / Justice Center Project			Ś	39.391.783.34

Total Expenditures on Jail / Justice Center Project

\$ 39,391,783.34



December 2022

Decembe 2022-2023	HAMBLEN COL	BLEN COUNTY ACCOUNTS & BUDGETS	UNTS & BU	DGETS		Fund(	Fund(s) Selected:	
	÷	101 General Fund	pun-			101		
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	18,398.06	87,756.39	25,786.00	91,521.61	44.63%
51210 Board Of Equalizaton	5,550.00	0.0	5,550.00	0.00	0.00	0.00	5,550.00	100.00%
51300 County Mayor/Executive	245,361.00	0.0	245,361.00	22,330.43	114,796.40	10,576.98	119,987.62	48.90%
51400 County Attorney	31,303.00	0.00	31,303.00	2,125.16	7,525.96	00.0	23,777.04	75.96%
51500 Election Commission	387,210.00	2,400.00	389,610.00	23,663.10	195,964.65	3,904.42	189,740.93	48.70%
51600 Register Of Deeds	382,449.00	0.00	382,449.00	33,352.64	177,590.92	10,773.82	194,084.26	50.75%
51720 Planning	264,463.00	3,200.00	267,663.00	20,061.76	111,909.49	2,187.91	153,565.60	57.37%
51750 Codes Compliance	61,703.00	0.00	61,703.00	4,782.77	29,252.28	0.00	32,450.72	52.59%
51760 Geographical Information Systems	94,556.00	0.00	94,556.00	4,424.24	24,738.06	00.0	69,817.94	73.84%
51810 Other Facilities	919,606.00	0.00	919,606.00	88,305.22	398,778.68	51,736.76	469,090.56	51.01%
51910 Preservation Of Records	22,250.00	6,580.00	28,830.00	1,633.44	14,462.16	1,186.73	13,181.11	45.72%
52100 Accounting And Budgeting	524,677.00	0.00	524,677.00	33,568.76	214,715.20	821.99	309,139.81	58.92%
52300 Property Assessor's Office	377,604.00	0.00	377,604.00	30,833.44	162,888.52	19,139.38	195,576.10	51.79%
52310 Reappraisal Program	160,890.00	0.00	160,890.00	4,231.07	24,708.79	7,007.02	129,174.19	80.29%
52400 County Trustee's Office	398,117.00	5,000.00	403,117.00	36,393.03	200,885.68	1,421.71	200,809.61	49.81%
52500 County Clerk's Office	733,909.00	10,000.00	743,909.00	48,510.59	304,717.75	2,907.13	436,284.12	58.65%
52600 Data Processing	157,436.00	0.00	157,436.00	18,666.88	78,108.09	23,971.58	55,356.33	35.16%
52900 Other Finance	342,614.00	0.00	342,614.00	26,629.81	148,926.47	15,066.66	178,620.87	52.13%
53100 Circuit Court	988,337.00	0.00	988,337.00	67,742.11	434,733.53	13,646.33	539,957.14	54.63%
53300 General Sessions Court	658,905.00	2,000.00	660,905.00	47,498.01	277,482.69	1,370.30	382,052.01	57,81%
53330 Drug Court	144,829.00	0.00	144,829.00	11,086.68	61,882.68	1,377.41	81,568.91	56.32%
53400 Chancery Court	399,992.00	3,957.00	403,949.00	30,872.56	190,687.81	13,147.69	200,113.50	49.54%
53500 Juvenile Court	394,053.00	0.00	394,053.00	25,531.37	151,742.33	2,235.54	240,075.13	60.92%
53920 Courtroom Security	960,122.00	00'0	960,122.00	68,951.56	354,552.74	9,109.84	596,459.42	62.12%
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**EXPENSE SUMMARY REPORT** 

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<b>EXPENSE SUMMARY REPORT</b>	10							
Decembe 2022-2023	HAMBLEN COUNTY ACCOUNTS & BUDGETS	UNTY ACCC	UNTS & BU	DGETS		Fund(	Fund(s) Selected:	
	-	101 General Fund	-und			101		
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	0.0	0.00	0.00	
54110 Sheriff's Department	3,810,581.00	3,810.60	3,814,391.60	332,965.74	1,592,289.48	261,734.93	1,960,367.19	51.39%
54160 Administration Of The Sexual Offender	6,000.00	0.00	6,000.00	283.82	1,391.66	0.00	4,608.34	76.81%
54210 Jail	4,904,599.00	0.00	4,904,599.00	397,433.17	2,015,968.96	607,792.20	2,280,837.84	46.50%
54220 Workhouse	107,725.00	0.00	107,725.00	9,599,98	48,493.12	0.00	59,231.88	54.98%
54250 Work Release Program	332,560.00	0.00	332,560.00	16,353.20	102,710.14	3,414.35	226,435.51	%60.89
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	9,123.53	50,724.58	2,207.09	65,357.33	55.25%
54490 Other Emergency Management	187,789.00	0.00	187,789.00	0.00	93,894.50	0.00	93,894.50	50.00%
54510 Inspection And Regulation	6,844.00	0.00	6,844.00	484.44	2,906.64	368.50	3,568.86	52.15%
54610 County Coroner/Medical Examiner	197,840.00	0.00	197,840.00	9,933.33	72,219.10	25,958.35	99,662.55	50.38%
54900 Other Public Safety	26,651.00	0.00	26,651.00	8,840.54	22,047.04	0.00	4,603.96	17.27%
55110 Local Health Center	885,067.00	00.0	885,067.00	52,558.23	294,373.90	13,291.37	577,401.73	65.24%
55120 Rabies And Animal Control	380,032.00	0.00	380,032.00	11,094.94	178,384.69	2,044.79	199,602.52	52.52%
55140 Nursing Home	5,000.00	00'0	5,000.00	0.00	5,000.00	0.0	0.00	0.00%
55170 Alcohol And Drug Programs	5,500.00	0.00	5,500.00	00'0	0.00	00'0	5,500.00	100.00%
55390 Appropriation To State	115,233.00	00.0	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	00.0	27,500.00	0.00	12,500.00	0.00	15,000.00	54.55%
55710 Sanitation Management	19,000.00	00.0	19,000.00	0.00	515.00	0.00	18,485.00	97.29%
55900 Other Public Health And Welfare	95,000.00	00'0	95,000.00	23,585.38	44,223.90	0.00	50,776.10	53.45%
56100 Adult Activities	11,600.00	00.0	11,600.00	0.00	5,800.00	0.00	5,800.00	40
56300 Senior Citizens Assistance	6,500.00	0.00	6,500.00	0.00	6,500.00	0.00	00.0	0.00%
56500 Libraries	329,500.00	0.00	329,500.00	0.00	155,700.00	0.00	173,800.00	52.75%
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January 19, 2023

	Ē	101 General Fund	Fund			101		
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	0.0	333,138.00	20,155.77	148,189.31	7,736.97	177,211.72	53.19%
56900 Other Social, Cultural And Recreational	351,000.00	00.0	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	104.81	43,152.45	0.00	140,583.55	76.51%
57300 Forest Service	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	0.0	0.00%
57500 Soil Conservation	54,458.00	0.00	54,458.00	4,343.70	24,560.80	0.00	29,897.20	54.90%
57800 Storm Water Management	35,460.00	0.00	35,460.00	3,562.19	4,287.14	8,415.68	22,757.18	64.18%
58110 Tourism	54,700.00	00.0	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	00'0	50,500.00	0.00	590,500.00	92.12%
58300 Veterans' Services	35,380.00	00.0	35,380.00	2,654.53	15,939.46	0.00	19,440.54	54.95%
58600 Employee Benefits	709,785.00	-5,000.00	704,785.00	2,893.42	566,586.75	0.00	138,198.25	19.61%
58900 Miscellaneous	305,404.00	00.0	305,404.00	213.54	73,879.87	10,400.00	221,124.13	72.40%
73300 Community Services	6,000.00	00.0	6,000.00	0.00	5,000.00	0.00	1,000.00	16.67%
91110 General Administration Projects	255,000.00	0.0	255,000.00	9,108.00	130,331.10	464,675.49	-340,006.59 -133.34%	-133.34%
91120 Administration Of Justice Projects	00.0	0.00	0.00	00.0	0.00	0.00	0.00	
91130 Public Safety Projects	174,557.00	0.00	174,557.00	0.00	0.0	0.0	174,557.00 - 100.00%	100.00%
91140 Public Health And Welfare Projects	0.00	0.0	00.0	0.00	0.00	0.00	0.00	
91150 Social, Cultural And Recreation Projects	0.00	25,175.00	25,175.00	00.0	15,500.00	0.00	9,675.00	38.43%
91190 Other General Government Proje	0.00	0.0	0.00	00.0	0.0	0.00	0.0	
91200 Highway And Street Capital Projects	00.0	350,000.00	350,000.00	0.00	0.00	0.00	350,000.00 100.00%	100.00%
99100 Transfers Out	211,400.00	650,000.00	861,400.00	688,276.58	942,641.27	0.00	-81,241.27	-9.43%
General Fund #r101)	24.092.735.00	1,066,215.60	25,158,950.60	2,273,161.53	10,883,376.52	1,625,414.92	12,650,159.16	50.28%

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**EXPENSE SUMMARY REPORT** 

Decembe 2022-2023

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

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Decembe 2022-2023

# HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

116

**116 Sanitation** 

**%00.0** 2,202,375.85 57.04% 2,202,375.85 56.75% % Bdgt Remain 0.00 Unencumbered Balance Outstanding Encumbrances 260,794.32 0.00 260,794.32 1,397,709.98 1,417,809.98 20,100.00 YTD Expenses 297,970.64 0.00 297,970.64 MTD Expenses 3,880,980.15 3,860,880.15 20,100.00 Amended Budget 241,309.15 241,309.15 0.00 Budget Amendments 3,639,671.00 3,619,571.00 20,100.00 Budget Amount Solid Waste/Sanitation Fund #(116) Account Group 55710 Sanitation Management 99100 Transfers Out

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**EXPENSE SUMMARY REPORT** 

Decembe 2022-2023

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected: 131

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Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered % Bdgt Balance Remain	% Bdgt Remain
61000 Administration	471,522.00	0.00	471,522.00	32,078.62	243,284.00	14,197.90	214,040.10 45.39%	45.39%
62000 Highway And Bridge Maintenance	1,977,365.00	75,000.00	2,052,365.00	142,235.91	828,345.67	141,016.37	1,083,002.96	52.77%
63100 Operation And Maintenance Of Equipment	453,679.00	64,000.00	517,679.00	40,654.64	210,946.64	167,453.45	139,278.91	26.90%
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	0.00	847,567.94	100,000.00	341,865.81	26.51%
99100 Transfers Out	28,500.00	0.00	28,500.00	0.00	28,500.00	0.0	0.00	%00.0 00.0
Highway/Public Works Fund (#131)	4,058,791.00	325,433.75	4,384,224.75	214,969.17	2,173,363.25	422,667.72	1,788,193.78 40.79%	40.79%

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\$15.00	\$1,077.90	\$0.00	\$75.00	\$0.00	\$50.00	00.003	\$120.00	<b>5</b> 720.00	\$42.00	\$245.00	\$0.00	\$144.00	\$72,00	\$130.00	\$95.00	\$30.00	\$135.00	\$120.00	250.00	\$50.00	\$367.50	\$84,00	\$96.00	\$40.00	\$1,300.00	20100	\$330.00	\$50.00	\$435.00	\$200.00	\$50.00	\$375.00	50.00	\$0.00	50.00	\$0.00	<b>S</b> 0.00	\$0.00	\$0.00	\$0.00	00.02	\$0.00	20.00	\$0.00	50.00	\$0.00	50.00	\$6,781.50	573,625.35			\$7,524.90						
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tion	\$411,000.00			\$2 958 12	S8 500 00			\$260.530.00	\$5.955.00	\$12 000 OD		\$35,000,00	56,500.00		\$12 000 CD		\$5,000.00		00 000 400	00 000 565	S30.000.00	S11 060 61	\$5,500.00	S5 950 00	\$275,000.00		\$2 500 00	\$50 000 CD	S67 300 00	S15.000.00	S5,100 00	\$149,900.00																51 546 757 73	\$15,478,214 74	Total No.	AUNI INCO							
St04 Campion Rd		5	2735 Springvale Rd	6637 Bow Trail	6644 Withers Circle	4170 Carnation Drive	575 Finewood Circle	3506 Apostle Rd			9	1285 Simpson Rd	3514 Holls Church Rd	4535 C/d Kentucky Rd		5206 Copper Ridge Rd	862 Norland Drive	3044 Solomon Ridge Way	2736 Lawe Drive	/152 Waterfood Terrace	2845 Fmb Halchurv Rd	1504 River Path	1628 Elgin Drive	ų	1	3014 Hayden Court	43B7 Brockland Drive	2013 Feb Halcoely Xd 2014 Daethar Create Rit	3506 Apostle Rd	609 Croxdale Rd	1121 Muttell Rd																	Total	10001		CHO and Miscellaneous	Ro-Zoning Request	Variance Request	Plat Approval	Land Disturbance/Development	Returds.	Total Collected	TOTAL CONTRACTOR
Mechanical	House 1778 sf	DWMH	Mechanical	Storage Buideng	Above Ground Pool	Mechanical / Gas	Plunting	Modularidackfoovers	Storade Building	AbolGrd Pool/ Deck	Gazebo	Storage Building	Storage Building	Prumbino	Storace Building	Gan	Deck	Plumbing	Plumbing	In-Ground Pool	Demoltano	Slorade Butding	Storage Building	Storage Building	House 2496s1	Mechanical	Gas	Renovation.	Current Course Build	Up-grade Tower	Storage Building	DWINHI Carport																		and a set of set	22-0573 Bhucke down Iwo	ApartmonUGurage			more			
Applicant Bobby Connett	William Spanial	Tn Wildele Agenc	Withom Spanlal	Walter Rickman	David Young	Mile Brewer	East Tn Plumbing	Rick Wildins	NOUTH OWNER	Amonda Thora	Edward Witmeth	Mcholas Owribay	James Bicos	East Tn Phumbing	Don Jahnson	Sellare Gas Apoli	Healher Hoosier	Terry Hubbard	Darrell Moore	Carlyle Construc	torn Conneden	Jerry Johnston	Kenneth Gread	Merrel Underwood	Caleb Alder	Caleb Aldor	Comfort Control	Marcos Wartinez	Autor Control	Lames Notion	Guly Cambron	Robert Selson Jr																			Control Control	naulon Jacob			3 lots or			
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Permit 22-0574M		T					+	T	t	222-DEBE	22-05A5	72-0587	t	t	22-0590	22-0591G	22-0592	22-0593P	+	22-0595	t	22.059R					22-0503G	22-0604	c050-22	22.0505	22-060B																		Running									

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#### 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: <u>info@cceblaw.com</u>

January 6, 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 - DECEMBER, 2022

Dear Bill:

Please find enclosed four (4) invoices representing legal services rendered on behalf of Hamblen County, Tennessee during the month of December, 2022.

As usual, one invoice covers our General/Miscellaneous File, and three (3) 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 truty yours,

Christopher P. Capps

CPC/alg

Enclosures

https://cccblaw.starepoint.com/sites/law files/Shared Documents/Hamblen County/Letters/2022/Bontaut,Bi0(Invoice)-01-06-23.docx



Return to Regular Calendar

# Capps & Byrd, LLP

# INVOICE

1004 W. 1st North Street Morristown, TN 37814 Invoice # 896 Date: 01/06/2023 Due On: 02/05/2023

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

### 00027-Hamblen County Government

# **General Account**

Туре	Date	Description	Quantity	Rate	Total	
Service	12/02/2022	E-mail from Trish Bowman re: 12/5 committee meeting	0.05	\$150.00	\$7.50	
Service	12/05/2022	Phone conference with Kelley Hinsley re: health department building	0.15	\$150.00	\$22.50	
Service	12/06/2022	E-mails from and to Bill Brittain re: noise resolution	0.10	\$150.00	\$15.00	
Service	12/08/2022	Review letter from David Tilson re: pending litigation	0.10	\$150.00	\$15.00	
Service	12/09/2022	E-mail from Rob Reel re: sewer easement	0.05	\$150.00	\$7.50	
Service	12/12/2022	Review and e-mails from and to Bill Brittain re: noise resolution	0.60 `-	\$150.00	\$90.00	
Service	12/13/2022	E-mail from Trish Bowman re: 12/15 commission meeting	0.05	<b>\$150</b> .00	\$7.50	
Service	12/16/2022	E-mails from Brian Blind and Bill Brittain re: sewer easement	0.05	\$150.00	\$7.50	
Service	12/17/2022	E-mails to and from Bill Brittain re: sewer easement	0.05	\$150.00	\$7.50	
Service	12/19/2022	E-mail from Tony Petit re: sewer easement	0.05	\$150.00	\$7.50	
Service	<b>12/</b> 19/2022	E-mail to Brian Blind re: sewer easement	0.05	\$150.00	\$7.50	
Service	1 <b>2/2</b> 7/2022	Phone conference with Kelley Hinsley re: health department	0.15	\$150.00	\$22.50	
Service	1 <b>2/</b> 28/2022	E-mail from David Purkey re: Seals cremation	0.10	\$150.00	\$15.00	
Service	12/29/2022	Phone conferences with David Purkey, prepare Petition and Order, file with Court	0.75	\$150.00	\$112.50	
Expense	12/29/2022	Court costs: Hamblen GS (cremation filing fee)	1.00	\$17.75	\$17.75	
			-			

Total \$362.75

Page 1 of 2

# **Detailed Statement of Account**

#### **Current Invoice**

Duè On	Amount Due	Payments Received	Balance Due
02/05/2023	\$362.75	\$0.00	\$362.75
		Outstanding Balance	\$362.75
		Amount in Trust	\$0.00
		Total Amount Outstanding	\$362.75
			02/05/2023 \$362.75 \$0.00 Outstanding Balance Amount in Trust

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

Please pay within 30 days.

Page 2 of 2

# Capps & Byrd, LLP

# INVOICE

1004 W. 1st North Street Morristown, TN 37814

Invoice # 895 Date: 01/06/2023 Due On: 02/05/2023

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	12/01/2022	E-mail from BJ Lowe re: litigation; e-mails to and from Tommy McKinney re: property; revise Judgment; e-mail to Daniel Boyd re: litigation	0.50	<b>\$</b> 150.00	\$75.00
Service	12/02/2022	E-mails from and to Scotty Long re: Foreman	0.10	\$150.00	\$15.00
Service	12/03/2022	E-mail to Tommy McKinney re: property	0.05	\$150.00	\$7.50
Service	12/06/2022	E-mail to Tammy Barry re: Foreman	0.05	\$1 <b>50</b> .00	\$7.50
Service	12/09/2022	E-mail from Tammy Barry re: Foreman, forward to Scotty	0.05	\$150.00	\$7.50
Service	12/12/2022	E-mail from and to Tommy McKinney re: property; prepare Motion to Dismiss in litigation, forward to Matthew Evans, Tina Whitaker, Bill Brittain and Tommy McKinney; file Motion	1.00	\$150.00	\$150.00
Service	12/13/2022	E-mail from Tommy McKinney re: property	0.05	\$150.00	\$7.50
Service	12/19/2022	E-mail from BJ Lowe re: litigation	0.05	\$150.00	\$7.50
Service	12/27/2022	E-mail from Tommy McKinney re: properties	0.05	\$150.00	\$7.50
Service	12/27/2022	E-mail from and to BJ Lowe re: litigation; e-mail from Tina Whitaker re: abandonment request	0.10	\$150.00	\$15.00
Service	12/28/2022	Letter to Morgan and Swafford	0.25	\$150.00	\$37.50
Service	12/29/2022	E-mails from and to BJ Lowe and Daniel Boyd re: Iltigation	0.15	\$150.00	\$22.50
Service	12/30/2022	E-mails from and to BJ Lowe re: litigation	0.05	\$150.00	\$7.50

\$367.50

Total

# **Detailed Statement of Account**

#### **Current Invoice**

Invoice Number	Due On	Amount Due	<b>Payments Received</b>	Balance Due
895	02/05/2023	\$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.

Page 2 of 2

# Capps & Byrd, LLP



1004 W. 1st North Street Morristown, TN 37814

Invoice # 894 Date: 01/06/2023 Due On: 02/05/2023

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

# 00055-Hamblen County Road Department

# **Road Department**

Туре	Date	Description	Quantity	Rate	Total
Service	12/07/2022	Revise Road Info/Right of Way Abandonment	2.00	\$150.00	\$300.00
Service	<b>12/</b> 10/2022	E-mail to To <b>m Hyd</b> e and Barry Poole re: road & right of way abando <b>nment</b>	0.10	\$150.00	\$15.00
Service	12/12/2022	E-mail to Bill Brittain re: road & right of way abandonment	0.05	\$150.00	\$7.50
Service	12/15/2022	Phone conference with Barry Poole	0.20	\$150.00	\$30.00
Service	12/16/2022	Phone conference with Barry Poole	0.15	\$150.00	\$22.50
Service	12/19/2022	E-mail from Bill Brittain re: road & right of way abandonment	0.05	\$150.00	\$7.50
Service	1 <b>2/2</b> 2/2022	Meeting, review documents and act	1.25	\$150.00	\$187.50
			Тс	otal	\$570.00

# **Detailed Statement of Account**

#### **Current Invoice**

Invoice Number	Due On	Amount Due	<b>Payments Received</b>	Balance Due
894	02/05/2023	\$570.00	\$0.00	\$570.00
			Outstanding Balance	\$570.00
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$570.00

#### Invoice # 894 - 01/06/2023

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

Please pay within 30 days,

January 19, 2023

# Capps & Byrd, LLP

# INVOICE

1004 W. 1st North Street Morristown, TN 37814

Invoice # 897 Date: 01/06/2023 Due On: 02/05/2023

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

# 00043-Hamblen County Sheriff's Department

# Sheriff's Department

Туре	Date	Description	Quantity	Rate	Total	
Service	12/02/2022	E-mails from and to Dwayne Fortner	0.05	\$150.00	\$7.50	
Service	12/05/2022	E-mails from and to Chad Mullins and Dwayne Fortner	0.10	\$150.00	\$15.00	
Service	12/07/2022	E-mails from and to Dwayne Fortner	0.15	\$150.00	\$22.50	
Service	12/09/2022	Meeting with Dept. of Homeland	1.50	\$150.00	\$225.00	
			т	otal	\$270.00	

#### **Detailed Statement of Account**

#### **Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
897	02/05/2023	\$270.00	\$0.00	\$270.00
			Outstanding Balance	\$270.00
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$270.00

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

Please pay within 30 days.

Page 1 of 1

# **BUDGET AMENDMENTS**



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

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
53920.451	Uniforms	\$ 1,500.00	
	DECREASE APPROPRIATIONS:		
53920.355	Travel		\$ 1,500.
		\$ 1,500.00	\$ 1,500

To increase appropriations to cover uniform costs for Courtroom Security in excess of budgeted am
due to several position changes

Signature:

Requesting Dep

artment

Title :

Date:

Approval by County Mayor Signature: Title : Date:

21

For Finance Departm	nent Only:
Reviewed by:	-16
Budget Amendment	XX.
12-16-2020	2 V

January 19, 2023 ----



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

Account Number	Description	Increase	Decrea
Account Number			
	INCREASE APPROPRIATIONS:		
54610.435	Office Supplies	\$ 100.00	
	DECREASE APPROPRIATIONS:		
54610.413	Drugs and Medical Supplies		\$ 10
		s 100.00	\$ 1

Brief Descriptions of issue:	
To increase appropriations to cover the purchase of a scanner for the County Medi	cal Examiner's Office
Requesting Department	
Signature: White	
Title: Chief MAIS	
Date: 12/29/22	
Approval by County Mayor	D. D' Deventment Only
Signature: Self Buttain	For Finance Department Only: Reviewed by:
Title: County Mayor	Budget Amendment
Date: 1-3-2022	1411 - 19103



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

Account Number	Description	Increase	Decreas
	INCREASE APPROPRIATIONS:		
54210.335	Maintenance and Repair Service - Buildings	\$ 10,000.00	
54210.410	Custodial Supplies	\$ 5,000.00	
	DECREASE APPROPRIATIONS:		
54210.413	Drugs and Medical Supplies		\$ 15,000
		X	
		\$ 15,000.00	\$ 15,00

#### Brief Descriptions of issue:

To increase appropriations to cover building maintenance and repair and custodial supply expenses in excess of budgeted amount. Increased expenses for building repair are the result of inmate damage to walls. Custodial supply costs are trending higher than budget due to an overall increase in cleaning supplies.

**Requesting Department** Signature: Title : Date:

Approval by County Mayor For Finance Department Only: Reviewed by: \_ Signature: **Budget Amendment** Title : a -doa 6 Date:



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

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
54210.322	Evaluation and Testing	\$ 3,000.00	
	DECREASE APPROPRIATIONS:		
54210.524	In Service / Staff Development		\$ 3,000.
			4 m 4 m 4 m 4 m 4
		\$ 3,000.00	\$ 3,000

Brief Descriptions of issue:	
To increase appropriations to cover psychological testing for new hires within the Jail	

#### **Requesting Department**

Signature: Jinesa Laws	
Title: Joil Admig	
Date: 12.28.22	
Approval by County Mayor	
Signature: Dill Dubbath	For Finance Department Only: Reviewed by:
Title: County Mayor	Budget Amendment
Date: 1-3-0002	40H 1/3/23

...



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

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
54210.710	Food Service Equipment	\$ 1,600.00	
	DECREASE APPROPRIATIONS:		
54210.413	Drugs and Medical Supplies		\$ 1,600.0
45			
		\$ 1,600.00	\$ 1.600

Brief Descriptions of issue:	
to increase appropriations to cover cost of food service equipment	nt for the Jail in excess
f budgeted amount.	

Requesting De Signature:

artment

Title :

Date:

Approval by County Mayor For Finance Department Only: Signature: Reviewed by: **Budget Amendment** Title : Date:

 $(\mathbf{x}^*)$ 

100



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

		T	Decreas
Account Number	Description	Increase	Decreas
	INCREASE APPROPRIATIONS:		
58900.310	Contracts with Other Public Agencies	\$ 500.00	
	DECREASE APPROPRIATIONS:		
58900.399	Other Contracted Services		\$ 500
		\$ 500.00	\$ 50

#### Brief Descriptions of issue:

To increase appropriations to cover membership dues for ETHRA in excess of budgeted amount. The assessment is based on the most recent census and our budgeted amount was based on prior year's census information.

#### **Requesting Department**

nequesting	Department	
Signature:	amanda Hale	
Title :	Finance Director	
Date:	1 3 23	
Approval by	County Mayor	
Signature:	Sill Duttaen	
Title :	Calenty Mayor	
Date:	1-3-23	

For Finance Department Only:
Reviewed by:
Budget Amendment

5 11 110 2

Hamblen County Commission Finance Committee Information Purposes Only



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

Account Number	Description	Increase	Decrease
11000 and 11 ambor	INCREASE APPROPRIATIONS:		
57800.429	Instructional Supplies and Materials	\$ 350.00	
	DECREASE APPROPRIATIONS:		
57800.321	Engineering Services		\$ 350.0
		\$ 350.00	\$ 350

Brief Descriptions of issue:	
To increase appropriations to cover the cost of storm drain markers that exceeded budgeted amount	

Requesting	g Department	
Signature:	: Una litté de roc	
Title :	Manning Dept Marriage	
Date:	Que 5, 2023	
Approval b	y County Mayor	For Finance Department Only:
Signature:	Sell Bittaen	Reviewed by:
Title :	County Mayor	Budget Amendmen
Date:	1-3-23	1-7-2025



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

ıd	122	DEPT:	Drug Enforcement			
Account Number		Descript	tion	Increase	Decre	as
	INCREASE	APPROPRIATIO	ONS:			
54150.351	Rentals			\$ 1,100.00		_
	DECREASE	APPROPRIATI	ONS:			
54150.716	Law Enforc	ement Equipmen	t		\$ 1,10	<u>)</u> 0.
						_
				\$ 1,100.00	\$ 1,	,10

Brief Descriptions of issue:

To increase appropriations to cover rental costs in excess of budgeted amount for the impound lot for FY 22-23. Lot is leased from the City for \$5,000/year

**Requesting Dep** Signature: Title : Date:

Approval by County Mayor Signature: Title : Date:

For Finance Department Only: Reviewed by: \_\_\_\_\_

Budget Amendment



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

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
54150.431	Law Enforcement Supplies	\$ 300.00	
	DECREASE APPROPRIATIONS:		
54150.716	Law Enforcement Equipment		\$ 300.0
		\$ 300.00	\$ 300

Brief Descriptions of issue:	
To increase appropriations to cover law enforcement supply costs for the narcotics division in excess of	
budgeted amount	

Requesting Department Signature: Title : Date:

Title :

Date:

Approval by County Mayor For Finance Department Only: Reviewed by: Signature: DH Budget Amendment 12/21/22



# **ANNUAL REPORTS**

# 7/1/2021-6/30/2022

i. Register of Deeds Corrected Annual Report

January 19, 2023





#### 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: December 12, 2022

TO: Trish Bowman

FROM: Jim Clawson

RE: Corrected Annual Financial Report

Please add the attached Corrected Annual Financial Report to the Agenda for the January, 2023 monthly meeting of County Commission.

'y , Tennessee	Annual Financial Report
jister Of Deeds	For The Period Of 07/01/2021 - 06/30/2022
Hamblen Cr	Annual Fin
Office Of Th	For The Period Of 07,

	Reginging						Commission	
And a station	gunniged	Adjustments	Receints	<b>Transfers In</b>	Disbursements	Disbursements Transfers Out	Transfers	Ending Balance
Account Description		000	762805 92	000	744498.53	0.00	18307.39	00.0
MORTGAGE LAX	0.0	00.0	10 110 100		1010525 73		44742.62	00.00
CONVEYANCE TAX	00'0	0.00	18642//.85	0,0	CTICCCETOT			00 0
DD EEEC	0.00	6.00	24240.00	0.00	24236.00		0.0	0017
DECTEDIC EEEC	0.00	0.00	4996.00	00.0	4996.00		0.00	0.00
REGISTER OF LEC	-3576 95	30.00	324781.00	0.00	367270.72	00.00	-63050.01	-24107.24
KECOKDING LEES	0000	000	000	000	0.00		00.0	00.00
LATE FEES	00.0		00.110		AC CAN	000	0.00	00.0
<b>MISCELLANEOUS FEES</b>	0.00	-11/.04	345.40	000	131304		0000	000
DECINNC	0.00	0.00	1115.72	00.00	1115.72		000	00.0
CLICOLOGY		000	76.15	0.00	76.15	0.00	00.0	0.00
UVER/ SHURI	201 10		7653 76	0.00	2438.66	0.00	0.00	-800.88
ESCROW	0/.000-	000	00 344	000	459 41	0.00	0.00	0.00
CR/DB CARD FEES	-13.12	000	440.23	2010	74.004		000	CT BOOK
TOTALS:	-4175.85	-81.04	2985737.89	0.0	2965088.66	0.00	000	77100647-
SUMMARY OF ASSETS:								625.00
CASH ON HAND	625.00							250.00
CASH IN BANK	250.00							112112
ACCOUNTS RECEIVABLE	3300.85							C1 20080
TOTALS:	4175.85		No. 12 No. 12 No.		2 - 10 CANA - 2	CALCOLOGY AND A DESCRIPTION		71.00647

 This report is submitted in accordance with requirements of Sections 5-8-505 and /or 67-5-1902, as amended, Tennessee Code Annotated, and to the best of my knowledge, information and belief beaccurately reflect transactions of this office for the period 07/01/2021 through 06/30/2022.

 Image: Section of the section of the period 07/01/2021 through 06/30/2022.

 Image: Section of the section of the period 07/01/2021 through 06/30/2022.

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1-3-2023 1-3-2023 Date Alendereen A. County Blerk County Mayor



Financial Summary Report

Hamblen County Trustee Printed 01/05/2023 10:05 AM By SCOTTY LONG

2022
nber 31,
to Decer
1, 2022
ecember 0
Report - L
Summary
Financial

			a staday francis				and the second se	Contraction of the local division of the loc	The same providence of the same of
Fund	Name	Starting Balance	Receipts	Disbursements	Transfers In	Transfers Out	Comm. Adj.	Commission	Ending Balance
101	GENERAL FUND	\$9,632,735.57	\$3,687,994.54	\$2,372,741.64	\$0.00	\$0.00	(\$18.29)	\$60,360.32	\$10,887,646.44
116	GARBAGE/SOLID WASTE	\$3,173,401.86	\$634,037.30	\$298,344.42	\$0.00	\$0.00	(\$4.58)	\$11,988.00	\$3,497,111.32
122	DRUG CONTROL	\$277,141.09	\$4,337.57	\$5,065.74	\$0.00	\$0.00	\$0.00	\$2.86	\$276,410.06
126	SCHOOL EMPLOYEE SELF INSURANCE	\$32,341.11	\$0.00	\$0.00	\$4,145.50	\$0.00	\$0.00	\$0.00	\$36,486.61
127	SCHOOL TAX ACCOUNT	\$235.36	\$1,328,473.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,328,709.03
128	OPIOID SETTLEMENT FUND	\$2,101,226.09	\$4,603.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,105,829.60
131	HIGHWAY/PUBLIC WORKS	\$601,525.92	\$206,567.93	\$211,965.26	\$0.00	\$0.00	\$0.00	\$2,064.38	\$594,064.21
141	GENERAL PURPOSE SCHOOL	\$18,648,786,87	\$10,819,236.12	\$8,069,877.67	\$0.00	\$0.00	(\$19.77)	\$73,973.66	\$21,324,191.43
142	SCHOOL FEDERAL PROJECTS	\$1,384,048.33	\$1,308,740.45	\$1,059,013.55	\$0.00	\$0.00	\$0.00	\$0.00	\$1,633,775.23
143	FOOD SERVICE	\$7,008,291.00	\$523,891.51	\$483,691.06	\$0.00	\$0.00	\$0.00	\$0.00	\$7,048,491.45
	GENERAL DEBT SERVICE	\$12,670,443.38	\$1,960,623.83	\$73,659.78	\$0.00	\$0.00	(\$12.29)	\$37,085.52	\$14,520,334.20
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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$648,789.38
84 202	AMERICAN RESCUE FUNDS	\$2,847,324,89	\$6,326.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,853,650.94
189	OTHER CAPITAL PROJECTS	\$88,617,551.60	\$208,159.03	\$1,522,971.00	\$650,000.00	\$0.00	\$0.00	\$0.00	\$87,952,739.63
263	EMPLOYEE SELF-INSURANCE	\$772,442.98	\$276,348,84	\$511,055.57	\$0.00	\$0.00	\$0.00	\$0.00	\$537,736,25
320	FLEX MEDICAL SPENDING	\$6,450.94	\$2,162.00	\$2,162.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,450.94
351	TRUST AND AGENCY	\$3,449.47	\$1,501,711.82	\$1,490,144.17	\$0.00	\$0.00	\$0.00	\$15,017.12	\$0.00
666	TRUSTEE'S OFFICE	(\$10,624,810.15)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$10,624,810.15)
22200		\$4,878.37	\$21,959.04	\$21,216.64	\$0.00	\$0.00	\$0.00	\$0.00	\$5,620.77
28310	28310 UNDISTRIBUTED TAXES	\$175.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175.00
29900	) FEE/COMMISSION	\$10,626,510,15	\$200,485.90	\$0.00	\$0.00	\$48.97	\$5.96	\$0.00	\$10,826,947.08
A CONTRACTOR	「「「「「「」」」」」」」」」」」」」」」」」」」」」」」」」」」」」」」」	\$148,482,765.66	\$22,695,659.11	\$16,121,908,50	\$654,145.50	\$48.97	(\$48.97)	\$200,491.86	\$155,510,175.87
Contraction of			and the second state of the second state of the	THE REPORT OF TH					



# **Financial Summary Report**

# Hamblen County Trustee Printed 01/05/2023 10:05 AM 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	(+)00'0\$	\$0.00(-)	\$0.00
PRIOR YEAR	CASH	\$1,700.00	\$1,700.00 \$4,053,040.44(+)	\$4,053,040.44(-)	\$1,700.00
BANKRUPTCY	BANK ACCOUNTS	\$148,471,628.12	\$148,471,628.12 \$71,564,447.08(+) \$64,533,249.32(-)	\$64,533,249.32(-)	\$155,502,825.88
INTEREST	COMPENSATION ACCOUNT	\$0.00	\$0.00(+)	\$0.00(-)	\$0.00
	STATE TAX RELIEF	\$7,318.00	\$7,192.00(+)	\$10,856.00(-)	\$3,654.00
	UNUSED ACCOUNTS	\$123.55	(+)00:0\$	\$123.55(-)	\$0.00
J	TOTAL	148480769.67	\$75,624,679.52	\$68,597,269.31	\$155,508,179,88
this report is submitted in accordance with requirements of section 5. 6 This report is submitted in accordance with requirements of section 5. 6 of this office December 01, 2022 through December 31, 2022 8000	ements of section 5-8-505 and 67-5-1902 Tennesse ler 31, 2022	e Code, annoted an	d to the best of m	ıy knowledge anc	5-8-505 and 67-5-1902 Tennessee Code, annoted and to the best of my knowledge and belief, accurately reflects transactions

Signature:

Title:

January 05, 2023

#### Statement of Activity

November 2022

	TOTAL
Revenue	
4000 Adoption	0.618.00
4001 Fees	2,618.00
4004 Adoption Non Refundable Deposit	631.00
Total 4000 Adoption	3,249.00
4003 Medical Fee	597.00
4005 After Hours Pick-up Charge	25.00
4008 Microchip Fee	735.00
4009 Dog-Cat Sponsorship	575.00
4040 Donations	
4045 Memorial	100.00
4051 Donations - Undesignated	3,320.99
4052 Injured or Sick Funds Received	2,790.00
Total 4040 Donations	6,210.99
4100 Fundraising	
4107 Smile Amazon	103.82
Total 4100 Fundraising	103.82
4135 T-shirts Income	196.00
v 4210 Funds - Hamblen County	20,000.00
4280 Reclaim Fee	380.00
4290 Surrender Fee	100.00
4300 Spay / Neuter	
4301 Spay / Neuter Deposit	50.00
Total 4300 Spay / Neuter	50.00
Total Revenue	\$32,221.81
GROSS PROFIT	\$32,221.81
Expenditures	
6500 MonthlyExpenses for New Shelter	
6502 Utilities Electric N	584.94
6503 Security Light	21.21
6505 Metered Water	51.77
6506 Sewage Fee	240.00
6507 Utility Service Charge	5.58
Total 6500 MonthlyExpenses for New Shelter	903.50
7000 Advertising	27.50
7010 Alarm Monitoring	55.25
7020 Animal Care	39.47
7021 Animal Care Supplies	1,849.12
7024 Kitty Litter	61.12
Total 7020 Animal Care	1,949.71

TOTAL

# Statement of Activity

November 2022

	TOTAL
7030 Bank Charges	126.73
7050 Communications	
7053 Internet Service	29.98
7054 Telephone	67.54
Total 7050 Communications	97.52
7070 Dues & Subscriptions	336.92
7110 Insurance	
7112 Auto	1,160.98
7114 Group Medical	35.60
7115 Liability Insurance	0.00
7117 Workmen's Comp	0.00
Total 7110 Insurance	1,196.58
7120 Landfill Fees	
7121 TIDI Dumpster	330.89
Total 7120 Landfill Fees	330.89
7159 Medicine / Medical	
7160 Medicine / Medical Supplies	2,588.70
Total 7159 Medicine / Medical	2,588.70
7169 Microchip	
7170 Microchip Supplies	1,498.50
Total 7169 Microchlp	1,498.50
7230 Repairs & Maintenance	
7231 Equipment	
7232 Property	
Total 7230 Repairs & Maintenance	
7240 Supplies	
7242 Cleaning	515.16
7243 Office	179.38
7244 Kennel Supplies	284.05
7244a Pest Control	70.00
Total 7244 Kennel Supplies	354.05
Total 7240 Supplies	1,048.59
7260 Transportation	
7261 Fuel	242.48
Total 7260 Transportation	242.48
7270 Uniforms	
7280 Utilities	
7283 Gas	320.04
7285 Storm Water Service Charge	22.50
Total 7280 Utilities	342.54

#### Statement of Activity November 2022

*	TOTAL
7300 Veterinary Fees	0
7310 Regular Vet Fees	4,436.50
7315 Veterinary Fees Rabies Certific	50.00
7316 Spay & Neuter	3,138.00
Total 7300 Veterinary Fees	7,624.50
7600 Fundraising Expense	759.12
Payroll Expenses	
Taxes	1,485.23
Wages	19,251.89
Total Payroll Expenses	20,737.12
Total Expenditures	\$39,866.15
NET OPERATING REVENUE	<b>\$ -7,644.34</b>
NET REVENUE	\$ -7,644.34

	Asilomar Accords: Annual Animal Statistics Table	Dog	Cat	Total
	Annual Live Release Rate: 96%	0	0	0
	The Annual Live Release Rate does not include 0 owner/guardian requested euthanasia which were unhealthy and untreatable and 2 animals that died or were lost in the shelter/care	0 1	0	0
	REGIONS: Morristown-Hamblen	0	• 0	0
A	BEGINNING SHELTER COUNT (1-Nov-2022)	68	69	137
	INTAKE (Live Animals Only)	0	0	0
в	From the Public	41	22	63
С	Incoming Transfers from Organizations within Community/Coalition	0	0	0
D	Incoming Transfers from Organizations outside Community/Coalition	0	0	0
E	From Owners/Guardians Requesting Euthanasia	0	0	0
F	Total Intake [B + C + D + E]	41	22	63
G	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	0	0	0
н	ADJUSTED TOTAL INTAKE [F minus G]	41	22	63
Ì	ADOPTIONS	31	39	70
J	<b>OUTGOING TRANSFERS to Organizations within Community/Coalition</b>	0	0	0
к	OUTGOING TRANSFERS to Organizations outside Community/Coalition	1	2	3
L	RETURN TO OWNER/GUARDIAN	17	1	18
	ANIMALS EUTHANIZED	0	0	0
м	Healthy (Includes Owner/Guardian Requested Euthanasia)	0	0	0
N	Treatable - Rehabilitatable (Includes Owner/Guardian Requested Euthanasia)	0	0	0
0	Treatable - Manageable (Includes Owner/Guardian Requested Euthanasia)	0	0	0
Р	Unhealthy & Untreatable (Includes Owner/Guardian Requested Euthanasia)	0	1	1
	Euthanized animals without category assigned	0	2	2
Q	Total Euthanasia [M + N + O + P]	0	3	3
R	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	0	0	0
s	ADJUSTED TOTAL EUTHANASIA [Q minus R]	0	3	3

т	SUBTOTAL OUTCOMES [I + J + K + L + S] Excludes Owner/Guardian Requested Euthanasia (Unhealthy and Untreatable Only)	49	45	94
U	DIED OR LOST IN SHELTER/CARE	0	2	2
v	TOTAL OUTCOMES [T + U] Excludes Owner/Guardian Requested Euthanasia (Unhealthy and Untreatable Only)	49	47	96
W	ENDING SHELTER COUNT (30-Nov-2022)	60	44	104
	Annual Live Release Rate Calculation In percentage: (I + J + K + L)/T	100	93	96
	Data Check: A + H	109	91	200
	Data Check: V + W	109	91	200

Report Generated by ShelterBuddy Software

#### Expenditures by Vendor Summary

November 2022

	TOTAL
Adobe Acropro	16.45
Amazon	230.60
Atmos Energy	320.04
BlueCross BlueShield of Tennessee	35.60
C Specialties, Inc.	235.85
Capital One	308.68
Chewy	327.19
Claws and Paws 4 A Cause	1,557.00
Cook's Pest Control	70.00
intervet	2,393.80
Intuit	320.47
LogOn Computer Service	27.50
Med-Vet International	684.73
Murrell Burglar Alarms	55.25
MUS Fibernet	97.52
Penn National Insurance	1,160.98
Petty Cash	1,126.07
Shelter Medicine - UT	210.00
Southern Care Veterinary Hospital	4,871.50
pecialty Pet Products	759.12
Stericycle, Inc.	100.35
Tractor Supply Credit Plan	886.81
Wal-Mart.Com	632.28
Zoetis	908.32
Not Specified	1,792.92
TOTAL	\$19,129.03

#### Statement of Activity

December 2022

	TOTAL
Revenue	
4000 Adoption	
4001 Fees	4,355.00
4004 Adoption Non Refundable Deposit	125.00
Total 4000 Adoption	4,480.00
4003 Medical Fee	402.27
4008 Microchip Fee	655.00
4009 Dog-Cat Sponsorship	600.00
4030 Citations	40.00
4040 Donations	
4045 Memorial	50.00
4051 Donations - Undesignated	9,875.00
4052 Injured or Sick Funds Received	6,820.00
Total 4040 Donations	16,745.00
4135 T-shirts Income	523.00
4210 Funds - Hamblen County	20,000.00
4280 Reclaim Fee	75.00
Total Revenue	\$43,520.27
BROSS PROFIT	\$43,520.27
) Expenditures	
6000 Payroll Expense	554.24
6500 MonthlyExpenses for New Shelter	
6502 Utilities Electric N	1,002.5
6503 Security Light	42.0
6505 Metered Water	113.8
6506 Sewage Fee	535.0
6507 Utility Service Charge	11.50
Total 6500 MonthlyExpenses for New Shelter	1,705.1
7010 Alarm Monitoring	55.2
7020 Animal Care	
7021 Animal Care Supplies	959.7
7024 Kitty Litter	337.5
Total 7020 Animal Care	1,297.2
7030 Bank Charges	164.3
7040 Bookkeeping & Audit	5,250.0
7050 Communications	
7053 Internet Service	29.9
7054 Telephone	68.9
Total 7050 Communications	98.9

#### Statement of Activity December 2022

	TOTAL
7070 Dues & Subscriptions	443.37
7110 Insurance	1 160 09
7112 Auto	1,160.98 35.60
7114 Group Medical	0.00
7115 Liability Insurance	0.00
7117 Workmen's Comp	1,196.58
Total 7110 Insurance	
7120 Landfill Fees	3.15
7121 TIDI Dumpster	396.11
Total 7120 Landfill Fees	399.26
7140 License & Fees	20.00
7159 Medicine / Medical	
7160 Medicine / Medical Supplies	2,385.01
Total 7159 Medicine / Medical	2,385.01
7220 Postage	60.00
7230 Repairs & Maintenance	
7231 Equipment	£:
7232 Property	672.43
Total 7230 Repairs & Maintenance	672.43
7240 Supplies	
7242 Cleaning	513.05
7243 Office	543.87
7244 Kennel Supplies	65.56
7244a Pest Control	77.00
Total 7244 Kennel Supplies	142.56
Total 7240 Supplies	1,199.48
7260 Transportation	
7261 Fuel	245.84
Total 7260 Transportation	245.84
7270 Uniforms	
7280 Utilities	
7283 Gas	<b>398.7</b> 1
7285 Storm Water Service Charge	45.00
Total 7280 Utilities	443.71
7300 Veterinary Fees	2,591.25
7310 Regular Vet Fees	77.44
7315 Veterinary Fees Rabies Certific	2,021.00
7316 Spay & Neuter Total 7300 Veterinary Fees	4,689.69
I OKAI 1300 A ARAIIIKA A LAAS	

#### Statement of Activity December 2022

	TOTAL
7600 Fundraising Expense 7635 T-shirt Expenses Total 7600 Fundralsing Expense	160.00 <b>160.00</b>
Payroll Expenses Taxes Wages <b>Total Payroll Expenses</b>	2,027.89 26,351.06 <b>28,378.95</b>
Total Expenditures	\$49,419.54
NET OPERATING REVENUE	\$ -5,899.27
NET REVENUE	\$ -5,899.27

	Asilomar Accords: Annual Animal Statistics Table	Dog	Cat	Total
	Annual Live Release Rate: 98%	0	0	0
	The Annual Live Release Rate does not include 0 owner/guardian requested euthanasia which were unhealthy and untreatable and 0 animals that died or were lost in the shelter/care	0 1	0	0
	REGIONS: Morristown-Hamblen	0	0	0
A	BEGINNING SHELTER COUNT (1-Dec-2022)	<b>60</b>	44	1 <b>04</b>
	<b>INTAKE (Live Animals Only)</b>	0	0	0
в	From the Public	32	20	52
С	Incoming Transfers from Organizations within Community/Coalition	0	0	0
D	Incoming Transfers from Organizations outside Community/Coalition	0	0	0
E	From Owners/Guardians Requesting Euthanasia	0	0	0
F	Total Intake [B + C + D + E]	32	20	52
G	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	0	0	0
н	ADJUSTED TOTAL INTAKE [F minus G]	32	20	52
ľ.	ADOPTIONS	27	25	52
J	OUTGOING TRANSFERS to Organizations within Community/Coalition	0	0	0
К	OUTGOING TRANSFERS to Organizations outside Community/Coalition	15	0	15
L	RETURN TO OWNER/GUARDIAN	4	1	5
	ANIMALS EUTHANIZED	0	0	0
м	Healthy (Includes Owner/Guardian Requested Euthanasia)	0	0	0
N	Treatable - Rehabilitatable (Includes Owner/Guardian Requested Euthanasia)	0	0	0
0	Treatable - Manageable (Includes Owner/Guardian Requested Euthanasia)	0	0	0
P	Unhealthy & Untreatable (Includes Owner/Guardian Requested Euthanasia)	0	0	0
	Euthanized animals without category assigned	0	1	1
Q	Total Euthanasia [M + N + O + P]	0	1	1
R	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	0	0	0
	ADJUSTED TOTAL EUTHANASIA [Q minus R]	0	1	1

т	SUBTOTAL OUTCOMES [I + J + K + L + S] Excludes Owner/Guardian Requested Euthanasia (Unhealthy and Untreatable Only)	46	27	73	9
U	DIED OR LOST IN SHELTER/CARE	0	0	0	
v	TOTAL OUTCOMES [T + U] Excludes Owner/Guardian Requested Euthanasia (Unhealthy and Untreatable Only)	46	27	73	
w	ENDING SHELTER COUNT (31-Dec-2022)	46	37	83	
	Annual Live Release Rate Calculation in percentage: (I + J + K + L)/T	100	96	98	
	Data Check: A + H	<i>92</i>	64	156	
	Data Check: V + W	<i>92</i>	64	156	

Report Generated by ShelterBuddy Software

#### Expenditures by Vendor Summary

December 2022

	TOTAL
Adobe Acropro	21.94
Amazon	481.92
Atmos Energy	398.71
BlueCross BlueShield of Tennessee	35.60
Capital One	10.98
Cook's Pest Control	77.00
Fuelman	245.84
GFL Environmental	396.11
Hamblen Co/Morristown Solid Waste	3.15
Home Depot	672.43
HP Instant Ink	79.02
Intuit	311.69
Lakeway Animal Hospital	193.70
Med-Vet International	324.81
Morristown Utilities	1,029.00
Morristown Utility System	721.10
Murrell Burglar Alarms	55.25
MUS Fibernet	98.95
Penn National Insurance	1,160.98
etty Cash	1,173.00
Revival Animal Health	333.63
Ridgefield Animal Hospital	997.00
Screen Designs	160.00
Shelter Medicine - UT	90.00
Southern Care Veterinary Hospital	2,447.50
Stericycle, Inc.	100.35
Stewart & Wheeler, P.C.	5,250.00
Tennessee Secretary of State	20.00
Tractor Supply Credit Plan	1,076.27
Wal-Mart.Com	-17.94
Walmart.com	552.59
Zoetis	1,606.71
Not Specified	933.30
TOTAL	\$21,040.59

# APPROVAL OF REGULAR CALENDAR ITEMS

Motion by Thomas Doty, seconded by Kyle Walker to approve the Regular Calendar Items.

OTE RESULTS		13 YES 0 NO 0 ABSTAIN	1 ABSEN
4.b. Approval of Regular Calendar It	ems	Passed By Majorit	y Vote
Joe Huntsman	YES	Rodney Long	YES
Debbie A'Hearn	YES	Chris Cutshaw	YES
Thomas Doty M	YES	Stan Harville	YES
Wayne NeSmith	ABSENT	Peggy Howell	YES
Mike Reed	YES	Bobby Haun	YES
Mike Richardson	YES	Tim Horner	YES
Kyle Walker S	YES	Edna Greene	YES

# Hamblen County Commission - January 19 2023 05:24:37 PM

January 19, 2023

#### **REGULAR CALENDAR** January 19, 2023

Order #	Vote	Item
1		Recognition/Presentations/Proclamations (Commission Chairman Chris Cutshaw)
		a. None
2		Public Comment Regarding Business of the Agenda Only (Commission Chairman Chris Cutshaw)
3		Nominations/Appointments (Commission Chairman Chris Cutshaw)
	Vote	a. AG Committee (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
		L / C Octavitation Chairman Chair Cutchaw)
6		Approval of Consent Calendar (Commission Chairman Chris Cutshaw) a. Consent Calendar
	Vote	a. Consent Calendar
7		Justice Center/Public Safety Committee (Chairman Tim Horner)
	Vote	a. Change Order #09
8		Finance Committee (Chairman Bobby Haun)
	Vote	a. Monthly Checks December 2022
	Vote	b. Agreement Between Hamblen County, Tennessee, and Microvote General Corporation
	Vote	c. Contract for Court Fines and Fees Collection Services with Perdue Brandon
	Vote	d. Accident Claim Settlement in the amount of \$1,247
	Vote	e. Resolution 23-01 -Resolution to Transfer Funds from General Purpose School Funds to Federal Projects Fund for
		Fiscal Year Ending June 30, 2023, for \$500,000
		f. Budget Amendment
	Vote	i. Hamblen County Board of Education Budget Amendment #3 Increase of \$600,000
	Vote	ii. Fund #101 General Administration Projects \$418,050
	Vote	iii. Fund #101 Public Safety Projects \$71,678
	Vote	g. Oak Tree Plaza Purchase-Authorizing County Mayor Bill Brittain to Continue Negotiations
9		Public Services Committee (Chairman Mike Richardson)
	Vote	a. Surplus Items for Assessor of Property (Office Equipment)
	Vote	b. Resolution 23-02 - A Resolution Authorizing Hamblen County to Make a 2023 Community Development Block
		Grant Application
	Vote	c. Resolution <u>23-03</u> -Resolution to Amend the Hamblen County Zoning Resolution for Development Standards
		for Sanitary Landfills
	Vote	d. Resolution 23-04 -Resolution by Hamblen County, Tennessee to Abandon All Interest in Grigsby Road
10		Rules Review Committee (Chairman Bobby Haun)
10		Consideration for Local Rules
	Vote	a. Public Comments: Combine Public Comments for Agenda and Non-Agenda Items and place them as second
		item on the Regular Calendar.
	Vote	b. Citizens wanting to address the County Commission during the Public Comment Section must state their
		name and address. (Amended under Item d.)
	Vote	c. For Committee Meetings the Public Comment will be a total of 15 minutes for each Committee with a
		maximum of 3 minutes per speaker. Time can be extended if necessary.
	Vote	d. Public Comments for Commission Meeting. Each speaker be allowed a maximum of 3 minutes to address
		the Commission with a 30-minute time limit for Public Comment Period.
		Amended to include Citizens wanting to address the Commission shall sign a Sign-In Sheet before the

	Thursday, January 19, 3
.3	Adjournment (Commission Chairman Chris Cutshaw)
	<ul> <li>February 2023 Commission Meeting: Thursday, February 23, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom</li> </ul>
	<ul> <li>February 2023 Committee Meeting: Monday, February 13, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom</li> </ul>
2	Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Chris Cutshaw)
1	Public Comments-General / Non -Agenda items (Commission Chairman Chris Cutanov)
-	to address the Commission after the Commission meeting has begun. Public Comments–General /Non –Agenda Items (Commission Chairman Chris Cutshaw)
- 1	Chair. A sign-in sheet will be available at the front podium and in back if any citizen arriving late would like
	meeting with Name, Address, Topic, or Issue they want to address and be recognized by the Commission

#### **APPROVAL OF CONSENT CALENDAR**

Motion by Thomas Doty, seconded by Rodney Long to approve the Consent Calendar.

#### **VOTE RESULTS**

13 YES O NO O ABSTAIN 1

# 6.a. Approval of Consent Calendar

Passed By Majority Vote

ABSENT

Joe Huntsman	YES	Rodney Long S	YES
Debbie A'Hearn	YES	Chris Cutshaw	YES
Thomas Doty M	YES	Stan Harville	YES
Wayne NeSmith	ABSENT	Peggy Howell	YES
Mike Reed	YES	Bobby Haun	YES
Mike Richardson	YES	Tim Horner	YES
Kyle Walker	YES	Edna Greene	YES

### Hamblen County Commission - January 19 2023 05:25:11 PM

January 19, 2023

CONSENT CALENDAR January 19, 2023

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)rder #	Item	Placed From
1	Approval of the Previous Month's Minutes –December 15, 2022	Commission Chairman
2	Approval of Notaries	County Clerk Peggy Henderson
3	Jail/Justice Center Project Expenditures as of December 31, 2022	Justice Center/Public Safety Committee
4	Expenditure Reports – December 2022	Finance Committee
5	Planning Commission Building Permit Log -December 2022	Finance Committee
6	County Attorney Invoices –December 2022	Finance Committee
7	Budget Amendmentsi.Fund #101 Courtroom Security \$1,500ii.Fund #101 County Coroner/Medical Examiner \$100iii.Fund #101 Jail \$15,000iv.Fund #101 Jail \$3,000v.Fund #101 Jail \$1,600vi.Fund #101 Miscellaneous \$500vii.Fund #101 Storm Water Management \$350viii.Fund #122 Drug Enforcement \$1,100ix.Fund #122 Drug Enforcement \$300	Finance Committee
8	Annual Report Correction-Register of Deeds	Finance Committee
9	Trustee Report December 1, 2022-December 31, 2022	Finance Committee
10	Morristown Hamblen Humane Society, Inc Reports – November 2022-December 2022	Finance Committee

#### JUSTICE CENTER – CHANGE ORDER #09

Motion by Tim Horner, seconded by Debbie A'Hearn to approve the Change Order #09 as requested from Moseley Architect for \$86,894.

#### VOTE RESULTS

12 YES 1 NO 0 ABSTAIN 1 ABSENT

Passed By Majority Vote

# 7.a. Justice Center /Public Safety

Change Order #09

Joe Huntsman		YES	Rodney Long	YES
Debbie A'Hearn	S	YES	Chris Cutshaw	YES
Thomas Doty		YES	Stan Harville	YES
Wayne NeSmith		ABSENT	Peggy Howell	YES
Mike Reed		YES	Bobby Haun	YES
Mike Richardson		YES	Tim Horner M	YES
Kyle Walker		YES	Edna Greene	NO

#### Hamblen County Commission - January 19 2023 05:30:31 PM

January 19, 2023

Change Order

Hamblen C	ounty Justice Ce	der Number: 09 Project # 590418			
To Contracto	F		Change Order Date:	01/04/2023	
Blaine Construct	tion Composition		Contract Date:	10/18/2021	
6510 Deane Hill Knoxville, TN 3	Drive				
The Contract	is hereby revised by	the following items:			
800	Description		Days	Amount	
<u>PCO</u>	RFI-078 Updat		0	\$0.00	
017 030	Lindoled Disp i	Noting Rated Wall Assembly Corridor 1029	0	\$8,963.00	
030	EC.005 Review	v Comments Updated Drawings	0	\$48,827.00	
035R		nvert updated P2.1.3B	0	\$7,158.00	
037	Parapet Height		0	\$21,946.00	
		Total for this Change Order:	0 Days	\$86,894.00	
		ders		92,208,500.48 \$599,794.68	
The Contract S	Sum prior to this Chan	ae Order was	· 🏻 🖓	92,808,295.16	
The Contract S	Sum will be changed b	y this Change Order in the amount of		\$86,894.00	
The new Con	tract Sum including (	this Change Order will be	. \$	92,895,189.16	
The Contract (	duration will be change	ed by		0 Days	
The revised Si	ubstantial Completion	date as of this Change Order is		2/7/2024	
ARCHITECT	3	CONTRACTOR	OWNER		
Moseley Archite	ects	Blaine Construction Corporation	Hamblen County		
6210 Andrey Kel		6510 Deane Hill Drive	511 W. 2nd North St.		
Charlotte, NC 20		Knoxville, TN 37919	Monistown, TN 37814		
SIGNATURE	Signed by:	SIGNATURE	SIGNATURE		
lind	Brings	ALK X		-	
Luna	TDUSSECOAN	Forther			
2000		DATE (5)2023	DATE		
DATE 1/	4/2023				

Printed on: 1/4/2023

Page 1 of 1

6210 Ardrey Kell Road, The Hub at Waverly, Suite 425 • Charlotte, NC 28277 (704) 540-3755

# Potential Change Order No. 017 Scope of Work

Project Name	Arch Project No.	Date	
Hamblen County Justice Center	590418	4/25/2022	
Subject	Specification No.	Drawing No.	
RFI-078 Updated Drawings	NA	A2.1.Cd, A6.1.5	

Attention	Created By
Blaine Prine, Blaine Construction Corporation	Linda Briggs

This is not a change order nor a directive to proceed with the work described herein. Please submit with the form below an itemized material cost and time proposal for the changes in the contract sum and contract time for the following proposed modification(s) to the contract:

#### Description:

Refer to updated drawings A2.1Cd and A6.1.5 in response to questions in RFI-078 for your use

Receipt of your proposal is requested by: May 9, 2022

#### Proposal

In response to the request above, the Contractor proposes to perform the changes described for an increase / decrease in the contract sum in the amount of **\$\_0.00** and increase / decrease in the contract time of **\_0** calendar days.

A detailed breakdown of labor and material costs is attached hereto which includes all costs and time associated with the proposed change(s).

Signed: \_\_

Date: 11-8-22

Encl.: As Stated

Linda Briggs Construction Services Division

6210 Ardrey Kell Road, The Hub at Waverly, Suite 425 • Charlotte, NC 28277 (704) 540-3755

# Potential Change Order No. 030 Scope of Work

Project Name	Arch Project No.	Date
Hamblen County Justice Center	590418	8/18/2022
Subject	Specification No.	Drawing No.
Updated Plan Noting Rated Wall Assembly Corridor 1029	NA	A2.1D, LS2.1, A1.1

Attention	Created By
Blaine Prine, Blaine Construction Corporation	Linda Briggs

This is not a change order nor a directive to proceed with the work described herein. Please submit with the form below an itemized material cost and time proposal for the changes in the contract sum and contract time for the following proposed modification(s) to the contract:

#### **Description:**

Please refer to attached updated drawings A2.1D, LS2.1 and A1.1 showing the revisions to a wall at shell space and Corridor 1029 changing it to a P2 rated wall assembly. Also, door 1025A has been updated to a rated door.

Receipt of your proposal is requested by: Septemer 1, 2022

#### **Proposal** REVISION 1 SUBMISSION, 16SEP22

In response to the request above, the Contractor proposes to perform the changes described for an increase / **Exercises** in the contract sum in the amount of \$ 8,963.00 and increase (xeccessorin the contract time of 0 calendar days.

A detailed breakdown of labor and material costs is attached hereto which includes all costs and time associated with the proposed change(s).

Signed:

-55

Date: 9/16/22

Encl.: As Stated

Cc w/encl.:

Linda Briggs Construction Services Division

Pendin	Pending Change Order (PCO) Breakdown Form						ADD CHA	ADD CHANGE REQUEST	ST
MORRIS	HAMBLEN COUNTY JUSTICE CENTER MORRISTOWN, TN							BCC Job No. Moseley Job No. DATE: REVISION:	85164 590418 9/9/2022 0
PCO-	030 - CHANGE WALL AT SHELL COURTROOM IN CORRIDOR 1029 TO A P2 RATED PARTITION ASSEMBLY, INCLUDING RATING A MAN DOOR OPENING.	ž	Quoted By: B	Quoted By: BLAINE PRINE					
SUMMA	SUMMARY OF WORK: DED MOSEI EV DCO.030 TUIC IS THE ADDED MASONRY	COST TC	CHANGE	A WALL AT	SHELL COU	JRTROOM	IN CORRIDO	D MASONEY COST TO CHANGE A WALL AT SHELL COURTROOM IN CORRIDOR 1029 TO A P2 RATED	RATED
	PER MOSELET PCO-030, THIS IS THE ADDED IN SOUTH COST TO ST PARTITION ASSEMBLY, INCLUDING RATING A MAN DOOR OPENING.	R OPENI	NG.					-	
1144		VT0	UNIT	LABOR	TOTAL	EQUIPMENT U.P.	EQUIPMENT/MATERIAL U.P. TOTAL	SUBCONTR. TOTAL	TOTAL
ILEM	DESCRIFTION			•	·		•	•	•
•	ADDED DRYWALL SUBCONTRACTOR COSTS - SEE ATTACHED SUBCONTRACTOR QUOTE	1.0	RSUM	Ē			a,	683.43	683.43
ß	ADDED FIRESTOPPING/FIRESAFING SUBCONTRACTOR COSTS - SEE ATTACHED SUBCONTRACTOR QUOTE	1.0	MUST	3.40	a		1	5,000.00	5,000.00
v	ADDED COST TO RATE STILE & RAIL WOOD DOOR #1025A - SEE ATTACHED VENDOR QUOTE.	1.0	LSUM		3	2,300.00	2,300.00	•	2,300.00
NOTES:									
1. N/A									
2. N/A									
01 01 0		al of the	State State	Mark S. W. S.	• •		2,300.00	5,683.43	7,983.43
DI-BNS	HALS ALL WORN	NIN STATE			The second s	Martin and and	224.25	Contraction of the local division of the loc	224.25
	Material 1ax & Equipriment Surcharge	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	No. 1	A PULLING THE PULL	1	IT HAVE THE SA		ALL	0.000
	OH & Profit @ 15% BCC Totals		Ch- Fa-S	ALC: CISS			378.64	76 420	3/8.64
	OH & Profit Subs @ 5%:	DUCTION .			Pulling of	and the second se	The second se	204.11	24
	Builders Risk Insurance @ 0.2%	THE SAL		SPILL MAN	and the second				192
	Payment & Performance Bonds @ 0.85%	North Party	からい	and the second se			the second s		

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# Potential Change Order No. 032 Scope of Work

Project Name	Arch Project No.	Date
Hamblen County Justice Center	590418	8/16/2022
Subject	Specification No.	Drawing No.
FC-005 Review Comments Updated Drawings	017000, 220700	LS1.0, LS2.0, A2.0, A3.1.1, A3.3.1, M0.3, M2.0.A1, E2.0.A4, E4.4

Attention	Created By
Blaine Prine, Blaine Construction Corporation	Linda Briggs

This is not a change order nor a directive to proceed with the work described herein. Please submit with the form below an itemized material cost and time proposal for the changes in the contract sum and contract time for the following proposed modification(s) to the contract:

**Description:** Please refer to FC-005 drawings issued on 2-4-2022 attached showing updates to drawings and Specifications in response to Permit Reviewer Comments. Below is a summary of changes based on responses.

- LS1.0 updated applicable codes
- Spec 017000 Closeout

- Spec 220700- Plumbing Insulation Specification (insulation thickness updated)

- A2.0 and LS2.0 revised to separate smoke compartments around dormitories

- M0.3, M2.0.A1, E2.0.A4 and E4.4 updated to show smoke dampers and power based on separate smoke compartment noted above.

-A3.1.1 Door KL003 door rating added

-A3.3.1 Door D2MST3 changed to 90 minute door instead of 3/4 hour door

Receipt of your proposal is requested by: August 31, 2022

#### Proposal

A detailed breakdown of labor and material costs is attached hereto which includes all costs and time associated with the proposed change(s).

BLAIN Pendin	BLAINE CONSTRUCTION CORPORATION Pending Change Order (PCO) Breakdown Form						ADD CH	ADD CHANGE REQUEST	EST
HAMBL	HAMBLEN COUNTY JUSTICE CENTER MORRISTOWN, TN							BCC Job No. Moseley Job No. DATE: REVISION:	85164 590418 9/9/2022
PCO-	032 - ADDITIONAL COSTS DUE TO DRAWING AND SPECIFICATION REVISIONS RESULTING FROM MORRISTOWN PLANS REVIEW COMMENTS.		Quoted By: E	Quoted By: BLAINE PRINE					
SUMMA	SUMMARY OF WORK: PER MOSELEY PCO-032, THIS IS THE ADDED COST RESULTING FROM REVISED DRAWINGS AND SPECIFICATIONS AS A RESULT OF THE CITY OF MORRISTOWN'S PLANS REVIEW COMMENTS AND REQUIREMENTS.	RAWINGS	AND SPE	CIFICATIONS	S AS A RESI	JLT OF TH	E CITY OF I	MORRISTOWN'	S PLANS
ITEM	DESCRIPTION	Ч	UNIT	LABOR U.P.	DR TOTAL	EQUIPMEN U.P.	EQUIPMENT/MATERIAL	SUBCONTR. TOTAL	TOTAL
<	ADDED MECHANICAL/PLUMBING SUBCONTRACTOR COSTS - SEE ATTACHED SUBCONTRACTOR QUOTE. INCLUDES: One (1) Combination fire/smoke dampers with angles, auxiliary switches, smoke detectors, test switch, and access door, five (5) Smoke dampers with auxiliary switches, smoke detectors, and test switches, sheat metal labor and material to install above dampers, JCI (sub-subcontractor) is providing and installing two limit switches for each of the smoke dampers, and these limit switches shall be wired into the fire alarm monitoring module by others (detroted subcontractor). Insulation revisions (hot water piping) include Coper pipe 1-1/2" thru 3" insulation.	1.0	RSUM		•	• •		26,094.00	26,094.00
•	UPGRADE OF A LEVEL 0 WALL FROM NON-RATED TO RATED - HEAD OF WALL FIRESTOPPING - SEE SUBCONTRACTOR QUOTATION ATTACHED.	1.0	RUM	8				5,000.00	5,000.00
U	ELECTRICAL SUBCONTRACTOR COSTS TO PROVIDE FIRE ALARM WORK AND ROUGH IN WORK ASSOCIATED WITH THE DEVICES ADDED IN MECHANICAL SUBCONTRACTOR'S SCOPE - SEE SUBCONTRACTOR BREAKDOWN ATTACHED.	1.0	FISUM	•		•	2.	14,928.00	14,928.00
NOTES:									
1. NIA									
					•		•		00 CC0 34
SUB-TO	SUB-TOTALS ALL WORK			A loss of the second	•		•	40,022.00	10,022,04
	Material 1 ax & Equipment Surcharge Labor Burden @ 42% Labor Totals			NUMBER OF					
	OH & Profit @ 15% BCC Totals							2 301 10	2 301
	0H & Profil Subs @ 5%: Builders Risk Insurance @ 0.2%	No. 100		Ster util	18 - 10				92
	Payment & Performance Bonds @ 0.85%			North States				本 本 川 川 北	412
							TOTAL COST	L	\$ 48,827

6210 Ardrey Kell Road, The Hub at Waverly, Sulte 425 • Charlotte, NC 28277 (704) 540-3755

# **Potential Change Order** No. 035 Scope of Work

Project Name	Arch Project No.	Date
Hamblen County Justice Center	590418	9/1/2022
Subject	Specification No.	Drawing No.
RFI-167 Storm Drain Pipe re-route to avoid pile caps	NA	A2.0.1, A2.0.2, A2.1B, A2.1Bd, A2.1BM, A2.1BMd, A2.2B, A2.2BM, P2.1.3B, P2.2.3B, P2.2.11BM, P2.3.3B, P2.3.7BM, P3.15

Attention	Created By
Blaine Prine, Blaine Construction Corporation	Linda Briggs

This is not a change order nor a directive to proceed with the work described herein. Please submit with the form below an itemized material cost and time proposal for the changes in the contract sum and contract time for the following proposed modification(s) to the contract:

Description: Please refer to attached drawings A2.0.1, A2.0.2, A2.1B, A2.1Bd, A2.1BM, A2.1BMd, A2.2B, A2.2BM, P2.1.3B, P2.2.3B, P2.2.11BM, P2.3.3B, P2.3.7BM, and P3.15 showing the re-routing of the storm pipe noted in RFI-167 as being in conflict with pile caps. Contractor to coordinate the sleeve through the retaining wall so that they don't cut any rebar.

This revision will require an added CMU enclosure at the two new riser locations.

Receipt of your proposal is requested by: September 16, 2022

#### Proposal

In response to the request above, the Contractor proposes to perform the changes described for an increase / ACCORECTION of \$\_7,158.00 and increase / decrease in the contract time of 0 calendar days.

A detailed breakdown of labor and material costs is attached hereto which includes all costs and time associated with the proposed change(s). Essinghine

Signed:

Date: \_\_\_\_\_\_10-21-22

Linda Briggs

Encl		As	Stated	
	• •	~~	Olaleu	

Cc w/encl.:

BLAINE CONSTRUCTION CORPORATION Pending Change Order (PCO) Breakdown Form						ADD CH/	ADD CHANGE REQUEST	EST
HAMBLEN COUNTY JUSTICE CENTER MORRISTOWN, TN							BCC Job No. Moseley Job No. DATE: REVISION:	85164 590418 10/21/2022 0
035 - REROUTING OF THE RECREATION AREA DRAINS IN LEVEL 1 OF AREA BE, PCO- INCLUDING THE ADDITION OF MASONRY CHASES AROUND PIPING AT ALTERNATE LOCATIONS.		Quoted By: BI	Quoted By: BLAINE PRINE					
SUMMARY OF WORK:								
PER MOSELEY PCO-035 - REROUTING OF THE RECREATION AREA DRAINS IN LEVEL 1 OF AREA BE, INCLUDING THE ADDITION OF MASONRY CHASES AROUND PIPING AT ALTERNATE LOCATIONS.	LEVEL 1 OF	AREA BE, I	INCLUDING .	rhe addit	ION OF MA	SONRY CH	IASES AROUND	PIPING AT
DESCRIPTION	_ \Lo	UNIT	U.P.	R TOTAL	EQUIPMEN U.P.	EQUIPMENT/MATERIAL U.P. TOTAL	SUBCONTR. TOTAL	TOTAL
		_	1		(#) (#)		100	
1 ADD MASONRY CHASES AROUND VERTICAL PIPING AT ALL NOTED LOCATIONS	1.0	LSUM			4E 00	1640.001	7,956.00	7,956.00
	In po		00.01	Inn-non'		(monto)		(manad
						4		
NOTES:								
1. NIA								
2. NA								
	and the second se	and a state of the	Total Street of the local division of the lo	(360.00)	and the second s	(540.00)	7.956.00	7.056.00
	and the second se		and the second s			(52.65)		(52.65)
materier 182 & equipment Soucherge Lahor Burden @ 42% Labor Totals			I LAN LOW	(151.20)	TALL OF	and the state of the	The second second	(151.20)
OH & Profit @ 15% BCC Totals			The second second	(76.68)		(88.90)		(165.58)
OH & Profit Subs @ 5%:	Contraction of the second		NI SIL	and a state of the	ALC: NO. OF THE OWNER.		08'/86	1388
Builders Risk Insurance @ 0.2%	No. of Concession, Name	The second second	and the second second	No. of Lot of Lo	and the second s	And and a state of the state of		80
Payment & Performance Bonds (20.05%			and the second se					
					2	TOTAL COST	v	\$ 7,158

6210 Ardrey Kell Road. The Hub at Waverly. Suite 425 • Charlotte, NC 28277 (704) 540-3755

# **Potential Change Order** No. 037 **Scope of Work**

Project Name	Arch Project No.	Date
Hamblen County Justice Center	590418	9/21/2022
Subject	Specification No.	Drawing No.
Parapet Height	NA	A5.2.3, A10.1

Attention	Created By
Blaine Prine, Blaine Construction Corporation	Linda Briggs

This is not a change order nor a directive to proceed with the work described herein. Please submit with the form below an itemized material cost and time proposal for the changes in the contract sum and contract time for the following proposed modification(s) to the contract:

#### **Description:**

Please refer to attached updated drawings A5.2.3, and A10.1 indicating a required height of paraphet in 3 locations. Sections 10 and 11 on drawing A5.2.3 indicate the minimum height requiremnet

Receipt of your proposal is requested by: October 6, 2022

#### Proposal

In response to the request above, the Contractor proposes to perform the changes described for an increase / and increase / decrease in the contract time of \_\_\_\_\_ calendar days.

A detailed breakdown of labor and material costs is attached hereto which includes all costs and time associated with the proposed change(s). Essinghine

Signed:

Date: 10-21-22

Encl.: As Stated

Cc w/encl.:	
	Linda Briggs Construction Services Division

BLAIN. Pendin	BLAINE CONSTRUCTION CORPORATION Pending Change Order (PCO) Breakdown Form						4DD CH4	ADD CHANGE REQUEST	EST .
HAMBL	HAMBLEN COUNTY JUSTICE CENTER MORRISTOWN, TN							BCC Job No. Moseley Job No. DATE: REVISION:	85164 590418 10/19/2022 0
PCO-	037 - ADDED 3 COURSES OF MASONRY AT THE PARAPET ELEVATION AROUND ALL OUTDOOR RECREATION AREAS.	J	Quoted By: E	Quoted By: BLAINE PRINE					
7MMWs	SUMMARY OF WORK: PER MOSELEY PCO-037 - ADD THREE COURSES OF MASONRY WALL AT THE PARAPET ELEVATION OF ALL OUTDOOR RECREATION AREAS.	APET EL	EVATION	OF ALL OUTI	DOOR REC	REATION A	REAS.		
Mam	DESCRIPTION	ATO	LINI	LABOR U.P.	DR TOTAL	EQUIPMEN	EQUIPMENT/MATERIAL U.P. TOTAL	SUBCONTR. TOTAL	TOTAL
						•		2	(* 
-	ADD MASONRY WORK AT ROOF PARAPET ELEVATION AT INMATE RECREATION AREAS.	1.0	WNST				jē.	16,205.00	16,205.00
м	ADD TPO ROOFING MEMBRANE AND ADHESIVE AT BACKSIDE OF PARAPET WALLS AT SAME LOCATION. APPROXIMATELY 250 LINEAL FEET OF 2 ADDITIONAL FEET OF ADHERED MEMBRANE = 500 SQUARE FEET.	500.0	SQFT	3.25	1.625.00	3.25	1,625.00		3,250.00
1. N/A									
2. NA									
		State of	A DESCRIPTION OF TAXABLE PARTY.		1.625.00	and the same	1,625.00	16,205.00	19,455.00
DI-ano	Vidual Tour & Environment Supported					The second second	158.44	法の計 うちん	158.44
	inerties tak a countrient outgroup			NAME AND A	682.50	Contraction in the			682.50
	OH & Profit @ 15% BCC Totals			A STATE OF THE STA	346.13	A STATE OF A	267.52	R10 25	B13.64
	OH & Profit Subs @ 5%: Buildere Risk Insurance @ 0.7%	A STATE	Evel lien						42
	Payment & Performance Bonds @ 0.85%	Contraction of the	A DECEMBER OF	and the second states	E and		and the second se	and a second	18
							TOTAL COST		\$ 21,947

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#### **MONTHLY CHECKS**

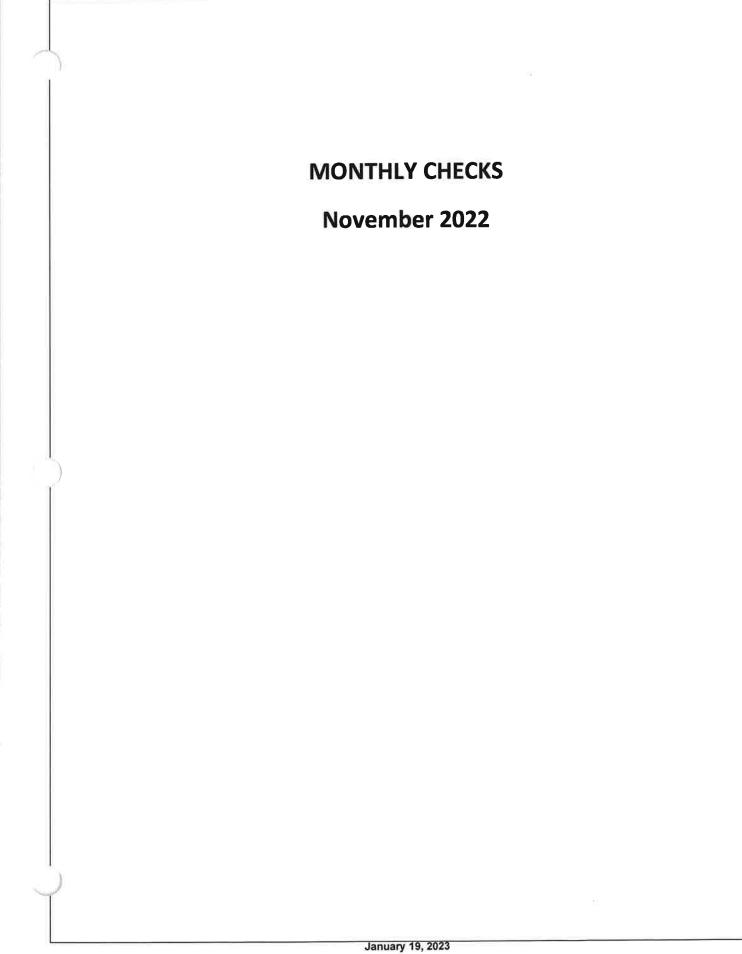
Motion by Bobby Haun, seconded by Thomas Doty to approve the December 2022 Monthly Checks submitted by the County Mayor's Office.

5 4

OTE RESULTS		12 YES 1 NO 0 ABSTAIN 1	ABSEN
3.a. Monthly Checks December 20	22	Passed By Majority V	ote
Joe Huntsman	YES	Rodney Long	YES
Debbie A'Hearn	YES	Chris Cutshaw	YES
Thomas Doty S	YES	Stan Harville	YES
Wayne NeSmith	ABSENT	Peggy Howell	YES
Mike Reed	YES	Bobby Haun M	YES
Mike Richardson	YES	Tim Horner	YES
Kyle Walker	YES	Edna Greene	NO

#### Hamblen County Commission - January 19 2023 05:36:10 PM

January 19, 2023



	)		COMMISSION	COMMISSION APPROVAL LISTING	Date/Time:	Page: 1 1/4/2023 10:38:53 AM
ACCT	8	Name	Date	Check Nbr Description		Amount Paid
Fund:		General Fund #(101)				
51100	399	Other Contracted Services	12/01/2022	1010275416 USI Consulting Group Inc		6,000.00
51100		County Commission		Check Count: 1	Total:	6,000.00
51300	307	Communication	12/09/2022	1010275422 Century Link/Business Services		24.55
51300	307	Communication	12/15/2022	1010275474 AT&T		00.00
51300	307	Communication	12/15/2022	1010275504 Verizon Wireless		47.60
51300	320	Dues And Memberships	12/20/2022	1010275521 Morristown Chamber Of Commerce		140.00
51300	351	Rentals	12/09/2022	1010275448 Pitney Bowes		963.42
51300		Rentals	12/20/2022	1010275509 Canon Solutions America, Inc		195.09
		-	12/01/2022	1010275387 Fuelman		27.86
	355		12/15/2022	1010275482 Fuelman		63.57
1 21300			12/15/2022	9101000200 William H Brittain		16.25
	355		12/15/2022	9101000201 William H Brittain		29.38
	355	Travel	12/15/2022	9101000202 William H Brittain		36.25
51300	355	Travel	12/15/2022	9101000203 William H Brittain		145.63
51300			12/15/2022	9101000204 William H Brittain		143.75
51300	599	Other Charges	12/01/2022	1010275393 HomeTrust Bank	241	61.96
51300	599	Other Charges	12/09/2022	1010275453 South Marketing Group		650.00
51300	599	Other Charges	12/15/2022	1010275478 Citizen Tribune		59.04
51300	599	Other Charges	12/15/2022	1010275480 Food City		12.00
51300	599	Other Charges	12/20/2022	1010275512 English Mountain Spring Water		7.00
51300	599	Other Charges	12/28/2022	1010275541 Jersey Girl Diner		2,400.00
51300	599	Other Charges	12/09/2022	9101000193 Patricia A Bowman		19.96
51300	599	Other Charges	12/09/2022	9101000194 Sheri Canter		17.50
51300		County Mayor/Executive		Check Count: 21	Total:	1: 5,150.81
51400	331	Legal Services	12/09/2022	1010275458 Taylor & Knight		00.006
51400	331		12/20/2022	1010275510 Capps & Byrd LLP		1,117.50

January 19, 2023

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			COMMISSION	COMMISSION APPROVAL LISTING	Date/Time:	Page: 2 1/4/2023 10:38:53 AM
ACCT	8	Name	Date	Check Nbr Description		Amount Paid
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Fund:		General Fund #(101)		このためたち していていたい 御子のためで 山	いったい いい いちんしょう	
51400		County Attorney		Check Count: 2	Total:	2,017.50
51500	307	Communication	12/09/2022	1010275422 Century Link/Business Services		1.42
51500	307	Communication	12/15/2022	1010275474 AT&T		21.79
51500	312	Contracts With Private Agencies	12/15/2022	1010275488 Microvote Corporation		4,700.00
51500	332	Legal Notices, Recording And Court Costs	12/15/2022	1010275478 Citizen Tribune		80.36
51500	351	Rentals	12/20/2022	1010275509 Canon Solutions America, Inc		17.71
51500	355	Travel	12/15/2022	1010275482 Fuelman		8.81
51500	355	Travel	12/15/2022	9101000206 Jeffrey C Gardner		77.63
51500	355	Travel	12/15/2022	9101000207 Glenda N Hicks		74.63
51500	355	Travel	12/15/2022	9101000211 E C Reed		50.88
51500	435	Office Supplies	12/09/2022	1010275427 Evans Office Supply Co		51.96
51500	435	Office Supplies	12/20/2022	1010275512 English Mountain Spring Water		21.00
51500		Election Commission		Check Count: 11	Total:	5,166.19
51600	307	Communication	12/09/2022	1010275422 Century Link/Business Services		1.97
51600	435	Office Supplies	12/15/2022	1010275487 LexisNexis/Matthew Bender & Co		84.18
51600	709	Data Processing Equipment	12/01/2022	1010275372 Business Information Systems		790.00
51600	709	Data Processing Equipment	12/09/2022	1010275421 Business Information Systems		1,196.50
51600	709	Data Processing Equipment	12/09/2022	1010275427 Evans Office Supply Co		260.85
51600	602	Data Processing Equipment	12/28/2022	1010275532 Business Information Systems		21.00
51600		Register Of Deeds		Check Count: 6	Total:	2,354.50
51720	307	Communication	12/09/2022	1010275422 Century Link/Business Services		6.90
51720	307	Communication	12/15/2022	1010275504 Verizon Wireless		212.13
51720	331	Legal Services	12/20/2022	1010275510 Capps & Byrd LLP		780.00
51720	332	Legal Notices, Recording And Court Costs	12/15/2022	1010275478 Citizen Tribune		167.39
51720	338	Maintenance And Repair Services - Vehicles	12/15/2022	1010275502 Ultimate Shine 3 Minute Express Car Wash	ar Wash	15.00

J.	)			)				
			COMMISSION APPROVAL LISTING	APPROVAL	LISTING	Date/Time:	Page: 3 1/4/2023 10:38:53 AM	: 3 3 AM
ACCT	8	Name	Date	Check Nbr D	Description		Amount Paid	Paid
Fund:	100000	General Fund #(101)	Trans Carriel				State of the	A LAN
51720	351	Rentais	12/20/2022	1010275509 C	Canon Solutions America, Inc		.,	58.68
51720	425	Gasoline	12/01/2022	1010275387 F	Fuelman		10	107.01
51720	425	Gasoline	12/15/2022	1010275482 F	Fuelman		10	101.19
51720	435	Office Supplies	12/09/2022	1010275427 E	Evans Office Supply Co		-1 2	1,515.97
51720		Planning			Check Count: 9	Total:		2,964.27
51810	307	Communication	12/09/2022	1010275419 A	AT&T		Ğ	655.60
51810	307	Communication	12/15/2022	1010275474 A	AT&T		4	487.74
51810	307	Communication	12/15/2022	1010275499 T	Telecom Audit Group LLC		4,7;	4,722.40
51810	307	Communication	12/15/2022	1010275504 V	Verizon Wireless		Ŋ	213.10
51810	334	Maintenance Agreements	12/09/2022	1010275444 N	Murrell Burglar Alarm Co Inc		£	116.00
51810	335	Maintenance And Repair Service - Buildings	12/01/2022	1010275369 E	Bill Parker's Carpet Service			20.00
51810	335	Maintenance And Repair Service - Buildings	12/01/2022	1010275378 C	Cumberland Glass Company LLC		-	60.00
51810	335	Maintenance And Repair Service - Buildings	12/01/2022	1010275397 N	Morristown Signs, Inc		-	100.00
51810	335	Maintenance And Repair Service - Buildings	12/09/2022	1010275440 L	Lowe's		4	493.50
51810	335	Maintenance And Repair Service - Buildings	12/09/2022	1010275457 T	T.E.G. Enterprises, Inc		Ñ	285.00
51810	335	Maintenance And Repair Service - Buildings	12/15/2022	1010275472 A	Access Unlimited			26.00
51810	335	Maintenance And Repair Service - Buildings	12/28/2022	1010275536	Darien DeMayo		4	121.00
51810	336	Maintenance And Repair Services - Equipment	12/09/2022	1010275427 E	Evans Office Supply Co		2	209.00
51810	336	Maintenance And Repair Services - Equipment	12/09/2022	1010275439 L	Lane Sales Power Equipment			22.20
51810	336	Maintenance And Repair Services - Equipment	12/09/2022	1010275445 N	NAPA Auto Parts Of Morristown			19.40
51810	338	Maintenance And Repair Services - Vehicles	12/01/2022	1010275403 F	Porter's Tire Store			74.94
51810	338	Maintenance And Repair Services - Vehicles	12/15/2022	1010275502	Ultimate Shine 3 Minute Express Car Wash	ar Wash		75.00
51810	399	Other Contracted Services	12/20/2022	1010275512 E	English Mountain Spring Water			15.00
51810	410	Custodial Supplies	12/01/2022	1010275418 \	Walmart Community BRC		5	501.61
51810	410	Custodial Supplies	12/09/2022	1010275466 L	Unifirst		-	183.89
51810	415	Electricity	12/01/2022	1010275398 N	Marristown Utilities		22,9	22,929.00

$\bigcirc$	3		COMMISSION	COMMISSION APPROVAL LISTING	Date/Time:	Page: 4 1/4/2023 10:38:53 AM
ACCT	80	Name	Date	Check Nbr Description		Amount Paid
Fund:		General Fund #(101)	A STATE OF STATE			
51810	415	Electricity	12/15/2022	1010275489 Morristown Utilities		105.00
51810	415	Electricity	12/28/2022	1010275542 Morristown Utilities		23,584.00
51810	425	Gasoline	12/01/2022	1010275387 Fuelman		456.95
51810	425	Gasoline	12/15/2022	1010275482 Fuelman		478.11
51810	434	Natural Gas	12/15/2022	1010275475 Atmos Energy		4,568.40
51810	451	Uniforms	12/09/2022	1010275466 Unifirst		212.77
51810	717	Maintenance Equipment	12/01/2022	1010275392 Holston Gases		34.50
51810		Other Facilities		Check Count: 27	Total:	l: 60,770.11
51910	351	Rentals	12/20/2022	1010275509 Canon Solutions America, Inc		59.80
51910	435	Office Supplies	12/15/2022	1010275486 Cynthia R Lane		238.80
51910		Preservation Of Records		Check Count: 2	Total:	l: 298.60
52100	435	Office Supplies	12/01/2022	1010275393 HomeTrust Bank		27.33
52100	435	Office Supplies	12/09/2022	1010275427 Evans Office Supply Co		744.03
52100		Accounting And Budgeting		Check Count: 2	Total:	ıt: 771.36
52300	307	Communication	12/09/2022	1010275422 Century Link/Business Services		1.59
52300	320	Dues And Memberships	12/01/2022	1010275409 TN Assn Of Assessing Officers		1,350.00
52300	338	Maintenance And Repair Services - Vehicles	12/01/2022	1010275403 Porter's Tire Store		713.36
52300	338	Maintenance And Repair Services - Vehicles	12/15/2022	1010275502 Ultimate Shine 3 Minute Express Car Wash	ar Wash	30.00
52300	425	Gasoline	12/01/2022	1010275387 Fuelman		230.68
52300	425	Gasoline	12/15/2022	1010275482 Fuelman		224.17
52300	435	Office Supplies	12/20/2022	1010275512 English Mountain Spring Water		36.00
52300		Property Assessor's Office		Check Count: 7	Total:	ıl: 2,585.80
52310	351	Rentals	12/20/2022	1010275509 Canon Solutions America, Inc		58.69
52310	399	Other Contracted Services	12/20/2022	1010275526 Rix Copies		228.00

<u> </u>	)	0	OMMISSION /	COMMISSION APPROVAL LISTING	Date/Time: 1	Page: 5 1/4/2023 10:38:53 AM
ACCT	8	Name	Date	Check Nbr Description		Amount Paid
Fund	<ul> <li>Internet</li> </ul>	Ganaral Find #/1011				and the second se
	27074			Chark Count: 2	Total:	286.69
52310		Reappraisal Program				
52400	349	Printing, Stationery And Forms	12/01/2022	1010275376 County Record Services, LLC		7,129.07
52400	351	Rentals	12/20/2022	1010275509 Canon Solutions America, Inc		64.33
52400	355	Travel	12/01/2022	1010275393 HomeTrust Bank		639.21
52400	435	Office Supplies	12/09/2022	1010275425 DuBose Graphics		272.00
52400	435	Office Supplies	12/20/2022	1010275512 English Mountain Spring Water	ļ	22.00
52400		County Trustee's Office		Check Count: 5	Total:	8,126.61
52500	307	Communication	12/09/2022	1010275422 Century Link/Business Services		6.65
52500	307	Communication	12/15/2022	1010275474 AT&T		21.79
	307	Communication	12/15/2022	1010275504 Verizon Wireless		48.85
52500	349	Printing, Stationery And Forms	12/01/2022	1010275389 Government Forms and Supplies LLC		273.00
	349	Printing, Stationery And Forms	12/09/2022	1010275427 Evans Office Supply Co		32.50
52500	351	Rentals	12/20/2022	1010275509 Canon Solutions America, Inc		64.64
52500	355	Travel	12/01/2022	1010275393 HomeTrust Bank		551.70
52500	435	Office Supplies	12/09/2022	1010275427 Evans Office Supply Co		107.29
52500	435	Office Supplies	12/09/2022	1010275430 Government Forms and Supplies LLC		45.00
52500	435	Office Supplies	12/20/2022	1010275512 English Mountain Spring Water		29.00
52500	435	Office Supplies	12/28/2022	1010275532 Business Information Systems		264.00
52500	602	Data Processing Equipment	12/28/2022	1010275533 Business Information Systems, Inc		1,350.00
52500		County Clerk's Office		Check Count: 11	Total:	2,794.42
52600	307	Communication	12/15/2022	1010275504 Verizan Wireless		27.70
52600	312	Contracts With Private Agencies	12/01/2022	1010275385 Foothills Netcom, Inc.		791.25
52600	312	Contracts With Private Agencies	12/15/2022	1010275491 MUS Fibernet		382.28
52600	317	Data Processing Services	12/09/2022	1010275465 Robert Tucker		89.99
52600	317	Data Processing Services	12/15/2022	1010275483 GovConnection, Inc.		1,815.79

			COMMISSION	COMMISSION APPROVAL LISTING	Date/Time:	Page: 6 1/4/2023 10:38:53 AM
ACCT	8	Name	Date	Check Nbr Description		Amount Paid
	<ol> <li>III</li> </ol>				ALC: NO LAN	
Fund:	100.00	General Fund #(101)	いの必須にある	282)	があるというない	
52600	317	Data Processing Services	12/15/2022	1010275491 MUS Fibernet		688.10
52600	317	Data Processing Services	12/28/2022	1010275540 GovConnection, Inc.		1,815.79
52600	334	Maintenance Agreements	12/01/2022	1010275393 HomeTrust Bank		379.00
52600	209	Data Processing Equipment	12/01/2022	1010275379 Davenport Group		6,559.00
52600	209	Data Processing Equipment	12/09/2022	1010275427 Evans Office Supply Co		7.78
52600	209	Data Processing Equipment	12/09/2022	1010275440 Lowe's		189.38
52600		Data Processing		Check Count: 10	Total	12,746.06
52900	307	Communication	12/09/2022	1010275422 Century Link/Business Services		2.33
L 52900	307	Communication	12/15/2022	1010275474 AT&T		75.81
22900 1229	317	Data Processing Services	12/15/2022	1010275491 MUS Fibernet		115.26
22900 19 م	330	Operating Lease Payments	12/01/2022	1010275405 Mark Sawyer		2,334.33
	335	Maintenance And Repair Service - Buildings	12/02/2022	000000001 Fish Window Cleaning		27.00
22900 22900	335	Maintenance And Repair Service - Buildings	12/20/2022	1010275514 Fish Window Cleaning		54.00
52900	351	Rentals	12/09/2022	1010275450 Quality Waste		27.50
52900	351	Rentals	12/20/2022	1010275509 Canon Solutions America, Inc		48.44
52900	415	Electricity	12/15/2022	1010275489 Morristown Utilities		948.00
52900	435	Office Supplies	12/09/2022	1010275427 Evans Office Supply Co		205.07
52900	435	Office Supplies	12/20/2022	1010275512 English Mountain Spring Water		22.00
52900		Other Finance		Check Count: 11	Total:	3,859.74
53100	194	Jury And Witness Expense	12/09/2022	1010275427 Evans Office Supply Co		174.73
53100	307	Communication	12/09/2022	1010275422 Century Link/Business Services		7.17
53100	307	Communication	12/15/2022	1010275474 AT&T		38.73
53100	307	Communication	12/15/2022	1010275504 Verizon Wireless		23.20
53100	349	Printing, Stationery And Forms	12/20/2022	1010275525 R Chatfield Co, Inc		137.75
53100	351	Rentals	12/09/2022	1010275448 Pitney Bowes		326.71
53100	351	Rentals	12/20/2022	1010275509 Canon Solutions America, Inc		346.19

		COMMISSIO	COMMISSION APPROVAL LISTING	Date/Time:	Page: 7 1/4/2023 10:38:53 AM
ACCT OB	3 Name	Date	Check Nbr Description		Amount Paid
Fund: Gel	General Fund #(101)				
53100 435	5 Office Supplies	12/01/2022	1010275393 HomeTrust Bank		26.95
		12/09/2022	1010275427 Evans Office Supply Co		353.31
53100	Circuit Court		Check Count: 8	Total:	1,434.74
53300 307	7 Communication	12/09/2022	1010275422 Century Link/Business Services		2.53
53300 320	0 Dues And Memberships	12/01/2022	1010275391 Hamblen County Bar Association		125.00
53300 351		12/20/2022	1010275509 Canon Solutions America, Inc		58.46
		12/09/2022	1010275427 Evans Office Supply Co		244.00
		12/20/2022	1010275512 English Mountain Spring Water		36.00
53300	<b>General Sessions Court</b>		Check Count: 5	Total:	. 465.99
53330 105	5 Supervisor/Director	12/20/2022	9101000213 David C Georges		379.00
53330 307		12/09/2022	1010275446 One Step Software Inc.		100.00
53330 307	7 Communication	12/15/2022	1010275474 AT&T		107.92
53330 307		12/15/2022	1010275504 Verizon Wireless		86.45
53330 322	2 Evaluation And Testing	12/19/2022	1010275508 Breath Of Life Ministries		500.00
53330 351	i1 Rentals	12/20/2022	1010275509 Canon Solutions America, Inc		65.46
53330 425	5 Gasoline	12/01/2022	1010275387 Fuelman		48.20
53330	Drug Court		Check Count: 7	Total:	: 1,287.03
53400 307	)7 Communication	12/09/2022	1010275422 Century Link/Business Services		5.23
53400 307	17 Communication	12/15/2022	1010275474 AT&T		21.79
53400 349	9 Printing, Stationery And Forms	12/20/2022	1010275519 LexisNexis/Matthew Bender & Co		22.46
53400 351	31 Rentals	12/20/2022	1010275509 Canon Solutions America, Inc		82.29
53400 435	55 Office Supplies	12/01/2022	1010275406 Schwaab Inc		82.50
53400 435	5 Office Supplies	12/09/2022	1010275427 Evans Office Supply Co		143,55
53400 435	5 Office Supplies	12/20/2022	1010275512 English Mountain Spring Water		15.00

				COMMISSION APPROVAL LISTING	APPROVA	L LISTING Date/Time:	Page: 9 1/4/2023 10:38:53 AM
	ACCT	8	Name	Date	Check Nbr	Description	Amount Paid
	1 Under	1 100	Canadal Fiind #//041				
		10.00	Meinterence And Breek Services - Vehicles	6606/00/61	1010275471	Xtreme Towing & Automotive Collision Center	1.410.60
		000		2202/20/21	1010213470		2 101 10
	54110	338	Maintenance And Kepair Services - Venicles				
	54110	338	Maintenance And Repair Services - Vehicles	12/15/2022	1010275502	Ultimate Shine 3 Minute Express Car wash	00.050
	54110	338	Maintenance And Repair Services - Vehicles	12/20/2022	1010275518	Robert J Kitts	5,45
	54110	348	Postal Charges	12/01/2022	1010275383	Federal Express	17.00
	54110	348	Postal Charges	12/01/2022	1010275393	HomeTrust Bank	14.87
	54110	348	Postal Charges	12/28/2022	1010275538	Federal Express	27.48
	54110	351	Rentals	12/09/2022	1010275448	Pitney Bowes	326.72
	54110	351	Rentals	12/09/2022	1010275457	T.E.G. Enterprises, Inc	235.00
Jan	54110	351	Rentals	12/20/2022	1010275509	Canon Solutions America, Inc	78.24
uary	54110	355	Travel	12/01/2022	1010275393	HomeTrust Bank	2,400.00
19, 3	54110	355	Travel	12/01/2022	9101000186	David M Cribley	324.50
2023	54110	355	Travel	12/01/2022	9101000188	Steven Earl Haag	324.50
	54110	355	Travel	12/01/2022	9101000189	Harold Eddie Hefner	324.50
	54110	355	Travel	12/01/2022	9101000190	Joshua L Ringley	324.50
	54110	355	Travel	12/01/2022	9101000191	David A Stapleton	324.50
	54110		Travel	12/15/2022	9101000205	Bobby G Ellis	172.50
	54110	355	Travel	12/15/2022	9101000210	Chad A Mullins	172.50
	54110	355	Travel	12/20/2022	9101000212	Bobby G Ellis	118.50
	54110	355	Travel	12/20/2022	9101000214	Chad A Mullins	118.50
<b>-</b>	54110	399	Other Contracted Services	12/09/2022	1010275444	Murrell Burglar Alarm Co Inc	29.00
	54110		Other Contracted Services	12/09/2022	1010275464	Transunion Risk & Alternative	89.00
Dee	54110	425	Gasoline	12/01/2022	1010275386	Fuelman	12,105.20
ular	54110	425	Gasoline	12/15/2022	1010275482	Fuelman	10,560.43
Cala	54110	431	Law Enforcement Supplies	12/01/2022	1010275393	HomeTrust Bank	1,851.93
	54110	433	Lubricants	12/09/2022	1010275467	Valvoline, Inc.	309.83
-	54110		Office Supplies	12/01/2022	1010275393	HomeTrust Bank	6.96

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ACCT	80	Name	Date	Check Nbr Description		Amount Paid
Cund:	Conor	General Fund #(101)				
1000	426	office Sumilies	12/01/2022	1010275397 Morristown Signs. Inc		32.00
		Office Supplies	12/09/2022			39.90
04   10 F 4 4 4 0		Office Sumplies	12/09/2022			10.00
54110		Uniforms	12/09/2022			138.00
54110		Uniforms	12/20/2022	1010275528 Walter Curtis Company, LLC		46.00
54110	_	Other Supplies And Materials	12/01/2022	1010275393 HomeTrust Bank		216.95
54110	599	Other Charges	12/01/2022	1010275374 Cherokee Boat Dock LLC		100.00
54110	599	Other Charges	12/09/2022	1010275443 Mountain Crest Psychological Clinic		250.00
54110		Other Charges	12/15/2022	1010275480 Food City		521.17
	599	Other Charges	12/15/2022	1010275484 Hamblen County Clerk		6.50
54110		Other Charges	12/15/2022	1010275496 Serendipity Stitches & More		80.00
	599	Other Charges	12/15/2022	1010275497 Shred-It		56.00
54110	599	Other Charges	12/20/2022	1010275512 English Mountain Spring Water		7.00
54110	599	Other Charges	12/28/2022	1010275534 Cherokee Boat Dock LLC		100.00
54110	709	Data Processing Equipment	12/01/2022	1010275380 Dell Marketing LP		8,597.00
54110	716	Law Enforcement Equipment	12/01/2022	1010275377 Craig's Firearm Supply		424.00
54110	716	Law Enforcement Equipment	12/09/2022	1010275420 Bullzye Fire Extinguisher Co		585.00
54110	716	Law Enforcement Equipment	12/15/2022	1010275501 TruBlu Tactical Police Supply		150.00
54110		Sheriff's Department		Check Count: 49	Total:	al: 53,997.85
54160	435	Office Supplies	12/01/2022	1010275393 HomeTrust Bank		283.82
54160		Administration Of The Sexual Offender		Check Count: 1	Total:	al: 283.82
54210	322	Evaluation And Testing	12/09/2022	1010275443 Mountain Crest Psychological Clinic		250.00
54210	322	Evaluation And Testing	12/15/2022	1010275490 Mountain Crest Psychological Clinic		500.00
54210	335	Maintenance And Repair Service - Buildings	12/01/2022	1010275384 Fenco Supply Co		35.33
54210	335	Maintenance And Repair Service - Buildings	12/01/2022	1010275396 Johnson Controls Fire Protection LP		16.45
54210	335	Maintenance And Repair Service - Buildings	12/09/2022	1010275428 Fenco Supply Co		1,554.34

	)		COMMISSION APPROVAL LISTING	APPROVAI	. LISTING Date/Time:	1/4/2023 10	Page: 11 0:38:53 AM
ACCT	8	Name	Date	Check Nbr	Description	Amo	Amount Paid
		and Divined Mydicals					S (EVE)
LUDO	CORE	rung: General rung #(101)					
54210	335	Maintenance And Repair Service - Buildings	12/09/2022	1010275436	1010275436 Interstate Mechanical Service, LLC	-	10,441.93
54210	335	Maintenance And Repair Service - Buildings	12/09/2022	1010275451	Relief Septic Repair & Service Inc.		00.006
54210	335	Maintenance And Repair Service - Buildings	12/15/2022	1010275506	Bill Waddell		650.00
54210	335	Maintenance And Repair Service - Buildings	12/20/2022	1010275513	Fenco Supply Co		477.26
54210	335	Maintenance And Repair Service - Buildings	12/28/2022	1010275535	City Electric Supply		325.00
54210	335	Maintenance And Repair Service - Buildings	12/28/2022	1010275548	Wholesale Supply Group		929.54
54210	336	Maintenance And Repair Services - Equipment	12/09/2022	1010275454	Starr Equipment Company Inc		697.50
54210	336	Maintenance And Repair Services - Equipment	12/15/2022	1010275503	United Refrigeration, Inc.		196.84
54210	340	Medical And Dental Services	12/01/2022	1010275381	Emergency Coverage Corporation		162.78
54210	340	Medical And Dental Services	12/01/2022	1010275394	Hospital Medicine Services of Tennessee PC		197.05
54210	340	Medical And Dental Services	12/01/2022	1010275399	Morristown-Hamblen Hospital	e	33,542.60
54210	340	Medical And Dental Services	12/09/2022	1010275426	Emergency Coverage Corporation		112.06
54210	340	Medical And Dental Services	12/09/2022	1010275460	Tennessee Eye Care Specialists, PLLC		140.00
54210	340	Medical And Dental Services	12/15/2022	1010275498	Southern Health Partners	Q	55,328.41
54210	340	Medical And Dental Services	12/20/2022	1010275511	Emergency Coverage Corporation		66.32
54210	340	Medical And Dental Services	12/20/2022	1010275520	Mobile Images Acquisition LLC		1,230.00
54210	340	Medical And Dental Services	12/20/2022	1010275522	Morristown Hamblen EMS		1,508.79
54210	340	Medical And Dental Services	12/20/2022	1010275523	Morristown-Hamblen Hospital		655.70
54210	340	Medical And Dental Services	12/28/2022	1010275530	Anderson Oral & Maxillofacial		1,769.00
54210	340	Medical And Dental Services	12/28/2022	1010275543	Morristown-Hamblen Hospital	0	36,082.48
54210	340	Medical And Dental Services	12/28/2022	1010275544	Southeastern Emergency Physicians		610.50
54210	355	Travel	12/01/2022	1010275393	HomeTrust Bank		495.60
54210	355	Travel	12/20/2022	1010275529	Latasha M Hayes		557.50
54210	355	Travel	12/15/2022	9101000209	Joshua Steven Marsee		557.50
54210	410	Custodial Supplies	12/09/2022	1010275423	Chem Clean Systems LLC		2,354.74
54210	410	Custodial Supplies	12/09/2022	1010275450	Quality Waste		258.50
54210	422	Food Supplies	12/01/2022	1010275395	Kaelan D Hunt		8.07

$\bigcirc$			COMMISSION	COMMISSION APPROVAL LISTING	Date/Time:	Page: 12 1/4/2023 10:38:53 AM
ACCT	8	Name	Date	Check Nbr Description		Amount Paid
Fund:		General Fund #(101)				
54210	422	Food Supplies	12/01/2022	1010275413 Trinity Services Group, Inc.		18,571.68
54210	422	Food Supplies	12/15/2022	1010275480 Food City		154.45
54210	422	Food Supplies	12/01/2022	9101000192 Isabella C Williams		8.17
54210	435	Office Supplies	12/09/2022	1010275427 Evans Office Supply Co		963.88
54210	441	Prisoners Clothing	12/01/2022	1010275370 Bob Barker Company, Inc		895.08
54210	451	Uniforms	12/09/2022	1010275469 Ashley Whitt		100.00
54210	451	Uniforms	12/28/2022	1010275539 Galls, LLC		00.0
54210	451	Uniforms	12/01/2022	9101000187 Ginger Lee Goodman		100.00
54210	451	Uniforms	12/09/2022	9101000197 Eric C Rice		100.00
54210	599	Other Charges	12/01/2022	1010275370 Bob Barker Company, Inc		2,030.98
54210	599	Other Charges	12/01/2022	1010275402 Panther Steel Co		1,782.00
54210	599	Other Charges	12/20/2022	1010275509 Canon Solutions America, Inc		106.58
54210		Jail		Check Count: 43	Total:	177,424.61
54250	307	Communication	12/09/2022	1010275422 Century Link/Business Services		3.84
54250	307	Communication	12/15/2022	1010275504 Verizon Wireless		87.80
54250	338	Maintenance And Repair Services - Vehicles	12/09/2022	1010275470 Linda Wiley		35.00
54250	338	Maintenance And Repair Services - Vehicles	12/15/2022	1010275502 Ultimate Shine 3 Minute Express Car Wash	ar Wash	30.00
54250	399	Other Contracted Services	12/09/2022	1010275455 Stepping Out Ministries	·	270.00
54250	425	Gasoline	12/01/2022	1010275387 Fuelman		284.79
54250	425	Gasoline	12/15/2022	1010275482 Fuelman		247.10
54250	435	Office Supplies	12/01/2022	1010275418 Walmart Community BRC		23.25
54250	435	Office Supplies	12/09/2022	1010275427 Evans Office Supply Co		-2.82
54250	435	Office Supplies	12/16/2022	1010275507 Barbara M Hodges		60.00
54250		Work Release Program		Check Count: 10	Total:	1,038.96
54410	307	Communication	12/01/2022	9101000185 Chris E Bell		56.00
54410	322	Evaluation And Testing	12/09/2022	1010275459 Tennessee Association of Rescue Squads	Squads	14.00

		COMMISSIO	COMMISSION APPROVAL LISTING	Date/Time:		Page: 13 1/4/2023 10:38:53 AM
B	Name	Date	Check Nbr Description			Amount Paid
en	General Fund #(101)				A Law and	of a land
425	Gasoline	12/01/2022	1010275387 Fuelman			334.55
425	Gasoline	12/15/2022	1010275482 Fuelman			448.93
435	Office Supplies	12/09/2022	1010275427 Evans Office Supply Co			47.40
451	Uniforms	12/01/2022	1010275393 HomeTrust Bank			21.78
599	Other Charges	12/01/2022	1010275393 HomeTrust Bank			308.19
599	Other Charges	12/15/2022	1010275495 REVS			50.00
599	Other Charges	12/15/2022	1010275504 Verizon Wireless			34.00
599	Other Charges	12/15/2022	9101000208 Lindsey E Horn			15.00
	Civil Defense		Check Count:	F 6	Total:	1,329.85
307	Communication	12/15/2022	1010275504 Verizon Wireless			170.00
312	Contracts With Private Agencies	12/09/2022	1010275437 Knox County Medical Examiner	iner		3,800.00
312	Contracts With Private Agencies	12/09/2022	1010275438 Teresa A. Kreceman			500.00
399	Other Contracted Services	12/09/2022	1010275424 Eddie Davis			600.00
399	Other Contracted Services	12/09/2022	1010275429 Todd E Giles			315.00
399	Other Contracted Services	12/09/2022	1010275433 Jeffrey E. Holt			405.00
399	Other Contracted Services	12/09/2022	1010275434 Steven Landon Holt			540.00
399	Other Contracted Services	12/09/2022	1010275435 Amanda Beth Hopkins			300.00
399	Other Contracted Services	12/09/2022	1010275447 Jimmy W Peoples			225.00
399	Other Contracted Services	12/09/2022	1010275449 David Wayne Purkey			600.00
399	Other Contracted Services	12/09/2022	1010275461 Claude Thompson JR			270.00
399	Other Contracted Services	12/09/2022	1010275462 Tom C Thompson MD			2,208.33
	County Coroner/Medical Examiner		Check Count:	12 1	Total:	9,933.33
790	Other Equipment	12/20/2022	1010275517 Indian Springs MFG, Co. Inc.	ť		8,549.04
790	Other Equipment	12/28/2022	1010275539 Galls, LLC			291.50

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			COMMISSION APPROVAL LISTING	APPROVAL		Date/Time:	
ACCT	8	Name	Date	Check Nbr	Description		Amount Paid
		ant Erinad MidDAN				A. S. S. S. S.	
1000	lene	General Fund #(101)		1201	「「「「「「」」」」」」」」」」」」」」」」」」」」」」」」」」」」」」」」	N. 4. 11 . 20 2	145 OD
55110	162	Clerical Personnel	12/15/2022	1010275475 /	Atmos Energy		08.012
55110	307	Communication	12/09/2022	1010275422 C	Century Link/Business Services		70.51
55110	307	Communication	12/15/2022	1010275481 F	Foothills Netcom, Inc.		525.44
55110	328	Janitorial Services	12/09/2022	1010275463 T	TMA Services, LLC		1,500.00
55110	351	Rentals	12/20/2022	1010275509 0	Canon Solutions America, Inc		17.12
55110	355	Travel	12/09/2022	9101000195 E	Beatriz R Garcia		71.25
55110	355	Travel	12/09/2022	9101000196 5	Sharon Myers		71.25
55110	355	Travel	12/09/2022	9101000198	Kim Smith		28.75
55110	355	Travel	12/09/2022	9101000199 N	Michelle A Tipton		208.13
55110	435	Office Supplies	12/01/2022	1010275382 E	English Mountain Coffee		142.00
55110	435	Office Supplies	12/01/2022	1010275418 \	Walmart Community BRC		448.88
55110	452	Utilities	12/01/2022	1010275398 N	Morristown Utilities		1,145.00
55110	452	Utilities	12/15/2022	1010275491 N	MUS Fibernet		38.24
55110	452	Utilities	12/28/2022	1010275542 N	Morristown Utilities		1,488.00
55110	599	Other Charges	12/28/2022	1010275547 7	TN Public Health Association		375.00
55110		Local Health Center			Check Count: 15	Total:	l: 6,345.47
55120	307	Communication	12/15/2022	1010275504 \	Verizon Wireless		155.10
55120	338	Maintenance And Repair Services - Vehicles	12/15/2022	1010275502	Ultimate Shine 3 Minute Express Car Wash	ash	30.00
55120	338	Maintenance And Repair Services - Vehicles	12/28/2022	1010275537 E	Express Lane Oil		108.80
55120	425	Gasoline	12/01/2022	1010275387 F	Fuelman		514.69
55120	425	Gasoline	12/15/2022	1010275482 F	Fuelman		459.30
55120	451	Uniforms	12/09/2022	1010275452	Serendipity Stitches & More		105.00
55120		Rabies And Animal Control			Check Count: 6	Total:	l: 1,372.89
55900	309	Contracts With Government Agencies	12/20/2022	1010275516	1010275516 Hamblen County-Morristown Solid Waste	e	23,585.38
55900		Other Public Health And Welfare			Check Count: 1	Total:	l: 23,585.38

5	<u>.</u>	5	COMMISSION APPROVAL LISTING	APPROVAL	LISTING		Page: 15 1/4/2023 10:38:53 AM
ACCT	8	Name	Date	Check Nbr	Description	A	Amount Paid
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Fund:		General Fund #(101)	and the second		あたいでは、これになっている。 ちょういんちょう	Strate Mar	観して記る
56700	307	Communication	12/15/2022	1010275491	MUS Fibernet		134.22
56700	307	Communication	12/15/2022	1010275504	Verizon Wireless		32.35
56700	336	Maintenance And Repair Services - Equipment	12/09/2022	1010275439	Lane Sales Power Equipment		469.99
56700	336	Maintenance And Repair Services - Equipment	12/09/2022	1010275440	Lowe's		63.13
56700	410	Custodial Supplies	12/09/2022	1010275450	Quality Waste		258.50
56700	410	Custodial Supplies	12/28/2022	1010275531	Big M Janitorial		278.00
56700	415	Electricity	12/15/2022	1010275473	Appalachian Electric Co-Op		58.18
56700	415	Electricity	12/15/2022	1010275489	Morristown Utilities		5,218.00
56700	425	Gasoline	12/15/2022	1010275505	Voyager Fleet Systems Inc		436.09
56700	454	Water And Sewer	12/09/2022	1010275442	Morristown Utilities		10.50
56700	454	Water And Sewer	12/15/2022	1010275489	Morristown Utilities		2,065.00
56700	599	Other Charges	12/01/2022	1010275411	TN Dept of Health, Div of Environmental Health		120.00
56700	599	Other Charges	12/15/2022	1010275480	Food City		-4.40
56700	599	Other Charges	12/20/2022	1010275512	English Mountain Spring Water		16.00
56700		Parks And Fair Boards			Check Count: 13	Total:	9,155.56
57100	307	Communication	12/09/2022	1010275422	Century Link/Business Services		4.81
57100	355	Travel	12/01/2022	1010275408	TN 4-H Foundation		100.00
57100		Agricultural Extension Service			Check Count: 2	Total:	104.81
57800	309	Contracts With Government Agencies	12/28/2022	1010275545	TN Dept Of Environment & Consv		3,460.00
57800	399	Other Contracted Services	12/09/2022	1010275465	Robert Tucker		59.99
57800	429	Instructional Supplies And Materials	12/01/2022	1010275393	HomeTrust Bank		15.28
57800	429	Instructional Supplies And Materials	12/01/2022	1010275418	1010275418 Walmart Community BRC		26.92
57800		Storm Water Management			Check Count: 4	Total:	3,562.19
58300	307	Communication	12/09/2022	1010275422	1010275422 Century Link/Business Services		2.66

	1		COMMISSION	COMMISSION APPROVAL LISTING	Date/	Date/Time:	Page: 16 1/4/2023 10:38:53 AM
ACCT	8	Name	Date	Check Nbr Description			Amount Paid
Fund:	Gene	Fund: General Fund #(101)			のないのない		
58300		Veterans' Services		Check Count:	Count: 1	Total:	2.66
58600	210	Unemployment Compensation	12/01/2022	1010275412 TN Dept Of Labor Workforce Development	Workforce Development		1,099.59
58600	210		12/28/2022	1010275546 TN Dept Of Labor V	TN Dept Of Labor Workforce Development		1,374.59
58600	299	Other Fringe Benefits	12/01/2022	1010275390 Hamblen Co Dept Of Education	Of Education		137.50
58600	299	Other Fringe Benefits	12/20/2022	1010275515 Hamblen Co Dept Of Education	Of Education		137.50
58600		Employee Benefits		Check Count:	Count: 4	Total:	2,749.18
58900	399	Other Contracted Services	12/01/2022	1010275375 City of Marristown			213.54
58900		Miscellaneous		Check Count:	Count: 1	Total:	213.54
91110	708	Communication Equipment	12/15/2022	1010275492 MXN Corporation			9,108.00
91110		General Administration Projects		Check Count:	Count: 1	Total:	9,108.00
99100	590	Transfers To Other Funds	12/01/2022	1010275388 Fund 189			650,000.00
99100		Transfers Out		Check Count:	Count: 1	Total:	650,000.00
	and the second s				General Fund #(101) Total:	101) Total:	1,080,506.47

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	)		COMMISSION APPROVAL LISTING	APPROVAL	LISTING	Date/Time:	Page: 1 1/4/2023 10:40:54 AM
ACCT	8	Иате	Date	Check Nbr	Description		Amount Paid
	1 10						
Fund:		Solid Waste/Sanitation Fund #(116)		State State	「「「「「「「」」」」」」」」」」」」」」」」」」」」」」」」」」」」」」	1192024-202414	
55710	299	Other Fringe Benefits	12/01/2022	1160024856	Hamblen Co Dept Of Education		37.50
55710	299	Other Fringe Benefits	12/20/2022	1160024878	Hamblen Co Dept Of Education		37.50
55710	302	Advertising	12/20/2022	1160024877	Citizen Tribune		851.52
55710	336	Maintenance And Repair Services - Equipment	12/01/2022	1160024852	Clarke Power Services, Inc		5,755.98
55710	336	Maintenance And Repair Services - Equipment	12/01/2022	1160024854	Freightliner of Arizona, LLC		3,211.46
55710	336	Maintenance And Repair Services - Equipment	12/01/2022	1160024857	Knoxville Rubber & Gasket Co., Inc.		144.50
55710	336	Maintenance And Repair Services - Equipment	12/01/2022	1160024859	Mid-State Equip Co,Inc		3,403.19
55710	336	Maintenance And Repair Services - Equipment	12/01/2022	1160024861	Southern Fluidpower, Inc.		290.51
55710		Maintenance And Repair Services - Equipment	12/09/2022	1160024865	Freightliner of Arizona, LLC		440.18
55710		Maintenance And Repair Services - Equipment	12/09/2022	1160024868	Landmark International		546.62
55710	336	Maintenance And Repair Services - Equipment	12/09/2022	1160024869	Moore's Tractor and Trailer Repair Inc	2	588.50
55710	336	Maintenance And Repair Services - Equipment	12/09/2022	1160024870	NAPA Auto Parts Of Morristown		188.19
55710		Maintenance And Repair Services - Equipment	12/09/2022	1160024871	Precision Cutting & Hydraulics, LLC		545.00
55710		Maintenance And Repair Services - Equipment	12/09/2022	1160024872	Southern Fluidpower, Inc.		287.59
55710		Maintenance And Repair Services - Equipment	12/09/2022	1160024873	Worldwide Equipment, Inc.		514.25
55710		Maintenance And Repair Services - Equipment	12/28/2022	1160024879	Worldwide Equipment, Inc.		51,187.56
55710		Towing Services	12/01/2022	1160024858	Malone's Wrecker Service		500.00
55710	359	Disposal Fees	12/15/2022	1160024875	Hamblen County-Morristown Solid Waste	Vaste	83,212.60
55710	412	Diesel Fuel	12/01/2022	1160024855	Fuelman	#')	21,815.73
55710		Diesel Fuel	12/09/2022	1160024866	Fuelman		21,252.56
55710	425	Gasoline	12/01/2022	1160024855	Fuelman		775.88
55710	425	Gasoline	12/09/2022	1160024866	Fuelman		674.38
55710	451	Uniforms	12/09/2022	1160024864	Cintas Corp., Loc. 207		592.00
55710			12/01/2022	1160024853	Elliott Boots		100.00
55710	499		12/09/2022	1160024863	Big M Janitorial		481.95

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9	)		COMMISSION	COMMISSION APPROVAL LISTING	Date/Time:	Page: 2 1/4/2023 10:40:54 AM
ACCT	ACCT OB Name	Name	Date	Check Nbr Description		Amount Paid
Fund:	Solid	Fund: Solid Waste/Sanitation Fund #(116)				
55710	499	499 Other Supplies And Materials	12/09/2022	1160024864 Cintas Corp., Loc. 207		302.59
55710		Sanitation Management		Check Count: 2	23 Total:	ıl: 197,737.74
Sec. 13	S. Errado		記事である。「ない」の	Solid Waste/Sanita	Solid Waste/Sanitation Fund #(116) Total:	di: 197,737.74

1	1		COMMISSION APPROVAL LISTING	APPROVAL	LISTING Date/Time:	Page: 1 1/4/2023 10:44:39 AM
ACCT	8	Name	Date	Check Nbr D	Description	Amount Paid
Fund:		Highway/Public Works Fund (#131)	A STATE AND A STATE OF	ないのでもある	「「「「「「「「「」」」」」」」」」」」」」」」」」」」」」」」」」」」」	
61000	307	Communication	12/01/2022	1313044354 C	Comcast Cable	76.95
61000	307	Communication	12/15/2022	1313044382 A	AT&T	89.26
61000	307	Communication	12/15/2022	1313044388 V	Verizon Wireless	110.15
61000	331	Legal Services	12/20/2022	1313044392 C	Capps & Byrd LLP	112.50
61000	415	Electricity	12/01/2022	1313044356 H	Holston Electric Cooperative	768.57
61000	415	Electricity	12/01/2022	1313044360 N	Morristown Utilities	2,083.00
61000	415	Electricity	12/20/2022	1313044393 H	Holston Electric Cooperative	836.69
61000	415	Electricity	12/28/2022	1313044396 N	Morristown Utilities	2,079.00
61000	435	Office Supplies	12/09/2022	1313044370 E	Evans Office Supply Co	100.02
61000	442	Propane Gas	12/01/2022	1313044351 A	Amerigas Propane LP	367.90
61000	442	Propane Gas	12/15/2022	1313044381 A	Amerigas Propane LP	919.29
61000	442	Propane Gas	12/20/2022	1313044391 A	Amerigas Propane LP	1,288.17
61000	454	Water and Sewer	12/01/2022	1313044360 N	Morristown Utilities	113.00
61000	454	Water and Sewer	12/28/2022	1313044396 N	Morristown Utilities	107.00
61000	599	Other Charges	12/01/2022	1313044358 H	HomeTrust Bank	10.00
61000	599	Other Charges	12/09/2022	1313044369 C	Cintas Corp., Loc. 207	61.12
61000	599	Other Charges	12/09/2022	1313044376 L	Lowe's	145.36
61000	599	Other Charges	12/15/2022	1313044384 G	Gregory Reece Manis	85.00
61000	599	Other Charges	12/15/2022	1313044386 S	Smoky Mountain Farmers Co-Op	588.10
61000	599	Other Charges	12/28/2022	1313044394 B	Big M Janitorial	376.80
61000		Administration			Check Count: 18	otal: 10,317.88
62000	404	Asphalt - Hot Mix	12/01/2022	1313044362 N	Newport Paving & Ready Mix	1,394.90
62000	404	Asphalt - Hot Mix	12/09/2022	1313044368 A	Apac Atlantic, Inc	1,870.51
62000	404	Asphalt - Hot Mix	12/28/2022	1313044395 B	Blalock & Sons Inc	7,821.70
62000	404	Asphalt - Hot Mix	12/28/2022	1313044397 N	Newport Paving & Ready Mix	6,543.99
62000	408	Concrete	12/01/2022	1313044358 F	1313044358 HomeTrust Bank	492.35

ť.	)		COMMISSION APPROVAL LISTING	APPROVAI	- LISTING	Date/Time:	Page: 2 1/4/2023 10:44:39 AM	AM
ACCT	8	Name	Date	Check Nbr	Description		Amount Paid	aid
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1			A Non-Art States And	Contraction of the second				
Fund:	High	Highway/Public Works Fund (#131)	Service Services					
62000	409	Crushed Stone	12/15/2022	1313044389	Vulcan Materials Company		10,271.99	66,
62000	451	Uniforms	12/09/2022	1313044369	1313044369 Cintas Corp., Loc. 207		746.65	.65
62000		Highway And Bridge Maintenance			Check Count: 7	Total:	l: 29,142.09	60'
63100	412	Diesel Fuel	12/01/2022	1313044355 Fuelman	Fuelman		4,272.24	.24
63100	412	Diesel Fuel	12/09/2022	1313044371	Fuelman		4,869.72	.72
63100	412	Diesel Fuel	12/28/2022	1313044398	Pioneer Petroleum		2,962.10	.10
63100	416	Equipment Parts - Heavy	12/01/2022	1313044359	1313044359 Knoxville Rubber & Gasket Co., Inc.		186.85	3.85
63100	416	Equipment Parts - Heavy	12/01/2022	1313044363	Southern Fluidpower, Inc.		31.	31.63
63100	416	Equipment Parts - Heavy	12/09/2022	1313044375	1313044375 Interstate Tractor		918.53	1.53
63100	416	Equipment Parts - Heavy	12/09/2022	1313044377	1313044377 Meade Tractor		794.08	80.1
63100	416	Equipment Parts - Heavy	12/09/2022	1313044378	NAPA Auto Parts Of Morristown		4,865.46	6.46
63100	416	Equipment Parts - Heavy	12/09/2022	1313044380	Southern Fluidpower, Inc.		373.34	3.34
63100	416	Equipment Parts - Heavy	12/20/2022	1313044390	Action Auto Glass, LLC		190.00	00.0
63100	424	Garage Supplies	12/01/2022	1313044357	1313044357 Holston Gases		237.89	.89
63100	424	Garage Supplies	12/09/2022	1313044367	American Welding & Gas Inc.		205.84	5.84
63100	424	Garage Supplies	12/09/2022	1313044374	1313044374 Holston Gases		142.37	2.37
63100	424	Garage Supplies	12/09/2022	1313044379	Safety-Kleen Systems, Inc		567.48	7.48
63100	425	Gasoline	12/01/2022	1313044355	Fuelman .		2,836.38	3.38
63100	425	Gasoline	12/09/2022	1313044371	Fuelman		2,588.04	3.04
63100	450	Tires And Tubes	12/09/2022	1313044372	Goforth Tire & Auto, Inc		2,953.20	3.20
63100		Operation And Maintenance Of Equipment			Check Count: 15	Total:	ıl: 28,995.15	5.15
State of the state		のないというないのであるというないないである		and the second	Highway/Public Works Fund (#131) Total:	Fund (#131) Tota	d: 68,455.12	5.12

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# HAMBLEN COUNTY AND MICROVOTE GENERAL CORPORATION AGREEMENT

Motion by Bobby Haun, seconded by Rodney Long to approve the contract between Hamblen County Tennessee, and Microvote General Corporation for the 90 Infinity Version 4.4 Rev. E Voting Machines.

OTE RESULTS		13 YES 0 NO (	0 ABSTAIN 1 ABSEN
8.b. Agreement Betwee	n Hamblen County an	nd Microvote General ( Pa	Corporation ssed By Majority Vote
Joe H <b>untsman</b>	YES	Rodney Long	S YES
Debbie A'Hearn	YES	Chris Cutshaw	YES
Thomas Doty	YES	Stan Harville	YES
Wayne NeSmith	ABSENT	Peggy Howell	YES
Mike Reed	YES	Bobby Haun	M YES
Mike Richardson	YES	Tim Horner	YES
Kyle Walker	YES	Edna Greene	YES

# Hamblen County Commission - January 19 2023 05:36:37 PM

January 19, 2023



# AGREEMENT BETWEEN HAMBLEN COUNTY, TENNESSEE AND **MICROVOTE GENERAL CORPORATION**

THIS EQUIPMENT SALES, TRAINING, SUPPORT SERVICES AND SPECIAL ELECTION DAY SERVICES AGREEMENT (this"Agreement") is entered into this 19th day of December 2022, by and between Hamblen County, TN (the "County") and MICROVOTE GENERAL CORP. (the "Company"). As used herein, the "Parties" shall mean the County and the Company, collectively; and a "Party" shall mean either the County or the Company, individually. In consideration of the covenants contained herein and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

### SALE OF EQUIPMENT

Company agrees to sell, and County agrees to purchase 90 Infinity Version 4.4 Rev. E Voting Panels with VVPAT printers and components as specified in Estimate# 581 dated 11/30/22(the "Equipment"). Company shall prepare and furnish to the County, at no additional cost, manuals written to be understandable to a layman describing the design, operation and required maintenance of the Equipment. The number of manuals needed will be determined by the County but shall not exceed twice the number of Infinity Voting Panels sold to the County.

### SERVICES

- (a) Software Installation. The Company will deliver and install the certified version of EMS Software Version and Infinity Firmware Version 4.4 as certified by the State of Tennessee Election Commission.
- (b) Training of County Personnel. The Company shall train those persons selected by the County in the following areas: instruction in operation of the Equipment, on-site training of County employees in Election Day operations, equipping County employees to train County precinct officials in the operation of the Equipment. Such training shall not include any legal or policy advice relating to the conduct of elections. The Company shall provide the training on-site in the County and/or, at the County's option, at a location designated by the Company.
- (c) Special Election Day Emergency Repair Services. For each election to be held during the warranty period (and during which the Equipment is to be utilized in the County), the Company will provide on Election Day, sufficient staff to perform necessary emergency repair services.
- (d) Election Day Support Services. The first 2 elections in 2024 (i.e., the March County Primary and the August State Primary and County General) the Company will provide at no additional cost Ballot Preparation and Election Day services. Beginning with the November 2024 Election, MicroVote normal service fees will be charged for services the County requests. Additional services can be provided at the County's request and for the fees

listed in Addendum C.

(e) <u>Maintenance Agreement</u>. The County may enter into separate agreement(s) for maintenance of the Equipment and upgrades and enhancements to Software used in the Equipment as illustrated by *Addendum B*. The Infinity Voting System Annual Maintenance Agreement will cover both Election Management Software (EMS) and Infinity® Firmware upgrades and enhancements during the period of the Maintenance Agreement.

#### SOFTWARE LICENSE

Upon payment in full for the Equipment the Company grants the County a limited, nontransferable, and nonexclusive license to:

- (a) Use, load, execute, store, or display the computer programs and/or software provided by the Company or installed on the Infinity Voting Panels and/or VVPAT Printers (hereinafter "Licensed Programs") and each copy, update, or modification of any or all Licensed Programs.
- (b) Use all "Support Documentation" designated as any diagrams, manuals, instruct ions, and other similar materials, and any copies of any of the foregoing, related to the Licensed Programs and delivered to the County in accordance with the provisions of this License.

The County's license shall be subject to the terms and conditions set forth below.

*No Modification or Merging* The County shall not copy, transfer, translate, update, or modify the Licensed Programs, or merge the Licensed Programs into other software, except as may be necessary to incorporate Updates delivered to the County by the Company, unless by written consent of the Company.

*Title*. The County acknowledges that title to all-intellectual property rights, including patent, trademark, copyright and trade secret right s, and title to all ownership rights in all copies of the Licensed Programs and any media bearing the Licensed Programs and Support Document ation, shall be retained by the Company.

*Delivery* Subject to conditions within its reasonable control, the Company shall install in the Equipment or deliver one (1) copy of the Licensed Programs in machine-readable object code and provide related Support Documentation to the County within thirty (30) days after execution by the Company and the County of this Agreement. The Company shall bear the cost of such delivery.

*Risk of Loss:* The Company will relieve the County of responsibility for all risk of loss or damage to the Licensed Programs and Support Documentation occurring during initial shipment to the Count y. If the Licensed Programs or Support Documentation are lost or damaged after initial delivery to the Count y, the Company will replace the Licensed Programs or Support Documentation at the Company's then applicable charges for such replacement.

#### Installation and Training

(a) The Company shall install or assist the County in installing the Licensed Programs on designated machines and shall train the County's employees in the use of the Licensed Programs during the warranty period.

(b) The County shall prepare the sites the County designates for installation and training in such a manner as to permit proper installation of the Licensed Programs, particularly with respect to providing electric power and adequate light, air conditioning, heat, ventilation and moisture and dust control and other conditions conducive to training and proper installation and maintenance of the Equipment.

### Modifications and Updates

- (a) In the event the Company makes any updates to the Licensed Programs during the warranty period, the Company agrees to offer such updates to the County, along with related Support Document at ion, provided the Annual Software Maintenance Agreement has been signed and paid in full as described in *Addendum* 8.
- (b) In the event the Company makes any enhancements to the Licensed Programs during the warranty period, the Company agrees to offer such enhancements for sale to the County if such offer would not violate any agreement with any other customers of the Comp any. Additional license fees for each such enhancement will be negotiated with the County at the time the enhancement is offered.
- (c) The County agrees to use any updated Licensed Programs delivered to the County by the Company. If new copies of the Licensed Programs with updates or enhancements are delivered to the County by the Company, the County shall return all old copies of the Licensed Programs to the Company within ten {10} days of such delivery.

### Restrictions on Dissemination

- (a) The County acknowledges that the Licensed Programs and Support Documentation are confidential information owned by the Company. The County agrees to take all reasonable steps to maintain the confidentiality of the Licensed Programs and Support Documentation subject to applicable Federal, State, and Local laws, including through requiring its employees, consultants, and agents to be bound by written agreements to protect the confidentiality of the Licensed Programs and Support Documentation.
- (b) The County shall not, without the Company's prior written permissions, disclose, provide, or make available any of the Licensed Programs or Support Documentation, in any form to any person, except to employees, consultants or agents of the County whose access is necessary to enable the County to exercise its rights under this Agreement and who have agreed in writing to protect the confidentiality of the Licensed Programs and Support Documentation.
- (c) The County agrees that the Licensed Programs and Support Documentation are trade secrets, that the Company would be irreparably harmed by the disclosure of the Licensed Programs or Support Documentation to any competitor or member of the public and that monetary damages would be an inadequate remedy for the actual or threatened disclosure of the Licensed Programs or Support Documentation.

These Restrictions on Dissemination and the terms related to Copyright and Copying below shall survive the termination or expiration of this Agreement.

### Copyright and Copying

(a) Except as authorized in writing by the Company, the County shall not copy all or any part of the Licensed Programs and Support Document at ion. The County agrees that the Restrictions on Dissemination set forth above shall apply fully to any copy.

- (b) The County shall not permit any other person or organization to copy any of the Licensed Programs or Support Document at ion.
- (c) The County shall advise all employees, consultants, or agents with access to the Licensed Programs or Support Documentation that the following description applies to the Licensed Programs and Support Documentation:

Copyright by MicroVote General Corp. as an unpublished work created in 1999 and first licensed in 1999. THIS COMPUTER PROGRAM AND/OR DOCUMENTATION IS CONFIDENTIAL, PROPRIETARY INFORMATION AND A TRADE SECRET WHICH IS THE PROPERTY OF MICROVOTE GENERAL CORP. ALL USE, DISCLOSURE AND/OR REPRODUCTION NOT EXPRESSLY AUTHORIZED BY MICROVOTE GENERAL CORP. IS PROHIBITED. THIS COMPUTER PROGRAM AND/OR DOCUMENTATION MAY ALSO BE PROTECTED UNDER THE COPYRIGHT AND TRADE SECRET LAWS OF THE U.S., ITS STATES AND/OR OTHER COUNTRIES. ALL RIGHTS RESERVED.

- (d) The County shall not remove this legend from any Licensed Programs or Support Documentation; however, the County understands that the Company's copyright and trademark in the Licensed Programs or Support Documentation regardless of whether they bear the foregoing legend or something similar.
- (e) Any Authorized Copies of the Licensed Programs or Support Documentation made by the County must bear the foregoing legend.
- (f) The County shall maintain a log of the number and location of all originals and copies of the Licensed Programs and Support Document at ion. The Licensed Programs and Support Documentation shall be kept only at a specified site designated by the County and communicated in writing to the Company, unless the Company provides written approval, at the Company's sole discretion, to the County to maintain copies at a location other than the designated site.

### PAYMENTS BY THE COUNTY

- (a) Within thirty days of the delivery of the equipment the County shall pay the Company \$418,050.00 for the Equipment.
- (b) The County shall pay the Company the annual maintenance fees set forth in Addendum B (e.g., \$12,000 during each of the first 4-years of the Maintenance Agreement).
- (c) Within thirty days of invoicing for the additional ala carte services set forth in Addendum C (or that may later be offered by the Company) the County shall pay the Company the amounts agreed to with the Company for the services.

## RESPONSIBILITIES OF COUNTY

- (a) The County shall promptly make the payments specified above.
- (b) The County shall provide the Company full access during reasonable business hours to the Equipment to perform any maintenance services or software installation required by the Company.
- (c) If maintenance is performed at the County's facilities, the County shall provide the Company with adequate working space including, but not limited to, heat, light, ventilation, electric current and outlets, and adequate storage space, if required by the Company, for spare parts for equipment and products. Such working space and storage space shall be within a reasonable distance from the equipment and products and shall

be provided to the Company by the County at no charge.

If the Company so requests, the County shall record, in reasonable detail, operating (d) information for equipment and product s. Such records shall adequately show the operating history of equipment and products, including any history of malfunctions.

#### TERM

The term of this Agreement shall be until December 31, 2025, and shall be automatically extended for successive one-year terms in the event the Maintenance Agreement set forth in Addendum B is extended.

#### FORCE MAJEURE

The Company and/or the County shall be excused from performance hereunder for any period the Company or the County is delayed or prevented from performing their respective obligations hereunder by circumstances beyond its reasonable control, including without limitation, fire, flood, other natural disasters, war, embargo, strike, riot, martial law, unforeseen travel restrictions (whether imposed by airlines, other transportation authorities, government or otherwise), disease, pandemic, public health emergency or the intervention of any governmental authority (each, a "Force Majeure Event"). In such event, however, the delayed or prevented Party shall promptly provide the other Party with written notice of the Force Majeure Event. In addition, such nonperformance shall not be a ground for termination or default.

#### WAIVER

Any waiver by either part of any provision of this Agreement must be in writing, and shall not imply subsequent waiver of that or any other provision.

#### OTICES

All notices or other communications provided for by this Agreement shall be made in writing and shall be deemed properly delivered (a) on the day of delivery, if delivered personally, (b) on the fifth (5th) day after the date sent, when sent by registered or certified mail , postage prepaid to the parties at the following addresses (or to such address designated in writing by one Party to the other) or (c) on the date sent when sent by confirmed fax or electronic mail at the number or email address indicated below:

Hamblen County AOE County: Hamblen County Election Commission 511 W. 2<sup>nd</sup> North Street, Room 101 Morristown, TN 37814

Email: jgardner@co.hamblen.tn.us

MicroVote General Corporation Company: 6366 Guilford Avenue Indianapolis, IN 46220

Email: mmiller@microvote.com

or to such other address as either party may hereinafter substitute by written notice given in the manner prescribed in this paragraph.

#### ASSIGNMENT

This Agreement and all terms and provisions hereof will be binding upon, enforceable against, and inure to the benefit of, the Parties hereto and their respective successors and assigns. Neither Party shall assign this Agreement without the written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement without consent upon the merger or sale of all or substantially all the assets or equity of such Party.

#### **GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee, exclusive of its choice or conflict of law rules.

#### INDEMNITY

The Company shall indemnify and hold harmless the County from all damages, judgments, liens, penalties, and costs arising from a breach of the terms contained in this Agreement or negligence on the part of the Company in fulfilling the terms herein.

### NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement is intended to create any rights of any kind in any third party and no person other than the Parties hereto shall have any right, benefit, or obligation under this Agreement as a third-party beneficiary or otherwise.

#### COMPLETE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subjects addressed in this Agreement and supersedes all prior negotiations, understandings, or agreements in regard thereto, whether oral or in writing, including any prior agreements which shall be considered null and void. This Agreement may be amended only by written instrument signed by both Parties here to specifically referring to this Agreement.

MICROVOTE GENERAL CORPORATION

DATED: 12/19/22

Miller Mandy Miller, C.E.O.

HAMBLEN COUNTY

DATED: 1-23-2023

Kuttain AL County Mager 1 COUNTY OFFICIAL

**COUNTY OFFICIAL** 

COUNTY OFFICIAL

#### Addendum A

### LIMITED WARRANTY

Company warrants to County that the Infinity Rev. E voting panels ("Voting Panels") shall be free from defects in material and workmanship for four (4) years from the date of delivery and the Voter Verifiable Printer Audit Trail ("VVPAT") printers shall be free from defects in material and workmanship for eighteen (18) months from the date of delivery.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES UNLESS EXPRESSLY AGREED TO IN WRITING.

If a Voting Panel or VVPAT shall fail to perform under normal operation by properly trained County personnel, Company shall repair or replace all of the defective parts returned to Company, freight prepaid; PROVIDED, HOWEVER, THAT COMPANY'S LIABILITY FOR DEFECTIVE PARTS SHALL BE LIMITED SOLELY TO REPAIR OR REPLACEMENT OF SUCH PARTS.

UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY TYPE OR NATURE EVEN IF COMPANY HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. County shall be responsible for paying all costs of returning defective parts to Company for repair or replacement.

#### Addendum B

# MICROVOTE GENERAL CORPORATION

# INFINITY VOTING SYSTEM ANNUAL MAINTENANCE AGREEMENT

THIS INFINITY VOTING SYSTEM ANNUAL MAINTENANCE AGREEMENT (the "Maintenance Agreement") made and entered into this 19day of December, 2022, by and between the County of Hamblen, TN, acting by and through its Board of County Commission, hereinafter referred to as the "County," and MicroVote General Corp., an Indiana corporation, hereinafter referred to as the "Parties").

WHEREAS, the County desires to contract for annual maintenance for its' MicroVote Election Management System, and

WHEREAS, MicroVote is willing to provide maintenance services to the County.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties mutually covenant and agree as follows: A. Software Upgrades: The County will receive any software upgrades issued by MicroVote during the term of

Maintenance Agreement. Updates to software and firmware do not include the labor and parts that may be necessary to comply with the Election Assistance Commission (EAC) 2005 voluntary voting standards, which are the responsibility of the County.

B. Technical Support: 24-hour technical support will be available for "help desk" inquiries. Help desk support responds to the County's questions related to the software functions. It *does not include* ballot development or re-working databases created by the County.

C. Version Control: MicroVote will control all firmware and software versions and require County to install the most recent upgrade. This is to ensure version control throughout the United States.

County shall pay MicroVote \$12,000 per year within sixty (60) days of the date of Micro Vote's invoice which shall be issued in January of each year. The initial term of this Maintenance Agreement shall be for a period of four (4) years effective as of the 1st day of January 2022 through December 31, 2025. Thereafter, if not terminated by either Party before December 1, 2025, or by the first day of December of each subsequent year, the Maintenance Agreement shall automatically renew for a successive one-year period. By November 1, 2025, and by the first day of November in each subsequent year MicroVote shall advise County in writing of the cost of the Maintenance Agreement for the coming calendar year.

The County and MicroVote bind their successors and assign with respect to all covenants of this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement.

MICROVOTE GENERAL CORPORATION

By\_Mandy Miller, CEO\_\_\_\_

HAMBLEN COUNTY Buttan

Authorizing signature for County

Attest: (it applicable) By Peggy Henderson

Clerk to the Board



34 MAR 1995

# On-going service fees for Tennessee

2023 and	d beyond	Per Election
Annual Software Maintenance	\$12,000 annual	
Database		\$2300
Machine Programming		\$60 per machine
Election Day Support		\$2400 per day
Poll Worker Training	Most counties do their own; but we can provide service	\$1200 per day

\*Pricing is subject to change; last updated 1/1/2022

\*Additional Optional services: VVPAT Preparation - \$30 per printer



 Estimate

 DATE
 ESTIMATE#

 11/30/2022
 581

MICROVOTE Microvote General Corporation 6366 Guilford Avenue Indianapolis, IN 46220 317-257-4900

#### **BILL TO**

Jeffrey Gardner Hamblen Director of Elections 511 W. 2nd North St, Room 101 Morristown, TN 37814 -3964

Item	Description	Qty	Rate	Amt
100008-IV	Infinity Rev. E, VVPAT and All-In-One voting booth	90	\$4,350.00	\$391,500.00
120020-IV	spare VVPAT Full Assembly	12	\$1,950.00	\$23,400.00
Delivery	Transportation and Delivery Charge	90	\$35.00	\$3,150.00
			TOTAL	\$418,050.00

\*all pricing is good for 90 days and subject to change.

Quality Policy: MicroVote insists on 100% customer satisfaction

# OAK TREE PLAZA PURCHASE

Motion by Bobby Haun, seconded by Debbie A'Hearn to approve the County Mayor to continue with negotiations to purchase the Oak Tree Plaza Shopping Center property from ENCORE Theatrical Company, the current owners.

/OTE RESULTS	ali ana	12 YES 1 NO	0 ABSTAIN 1 ABSE
8.g. Oak Tree Plaza Pure Authorizing County Mayor Bill Brittain to	NON-2011 CONTRACTOR AND A 12 CONTRACTOR OF A 12 CONTRACTOR AND A 1	Pas	sed By Majority Vote
Joe Huntsman	YES	Rodney Long	YES
Debbie A'Hearn	S YES	Chris Cutshaw	YES
Thomas Doty	YES	Stan Harville	YES
Wayne NeSmith	ABSENT	Peggy Howell	YES
Mike Reed	YES	Bobby Haun	M YES
Mike Richardson	YES	Tim Horner	YES
Kyle Walker	YES	Edna Greene	NO

# Hamblen County Commission - January 19 2023 05:40:37 PM

January 19, 2023

# **COURT FINES AND FEES COLLECTION**

Motion by Bobby Haun, seconded by Tim Horner to approve the Contract between Hamblen County Circuit Court Clerk, and Perdue Brandon for Court Fines and Fees Collection Services.

B.c. Contract for Court F Perdue Brandon	ines and Fees Collect	ion Services	ed By Majority V	ote
Joe Huntsman	YES	Rodney Long		YES
Debbie A'Hearn	YES	Chris Cutshaw		YES
Thomas Doty	YES	Stan Harville		YES
Wayne NeSmith	ABSENT	Peggy Howell		YES
Mike Reed	YES	Bobby Haun	М	YES
Mike Richardson	YES	Tim Horner	S	YES
Kyle Walker	YES	Edna Greene		NO

# Hamblen County Commission - January 19 2023 05:37:04 PM

Bill,

Per our conversation on December 12, 2022, I am letting you know that the 2 cost collection vendors are Perdue, Brandon and Capital Recovery Systems. Looking at the 2 and speaking to other Clerk's I feel that Perdue, Brandon will give us the most in cost collections. Perdue, Brandon will charge 20% to the defendants and Capital Recovery Systems will charge 30 % to the defendants. They only get their money when the costs, fines and restitution are paid.

If I can be of further assistance, please advise.

Thanks, Jeresa West

Hamblen County Circuit Court Clerk

# **CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES**

STATE OF TENNESSEE	§
	§
COUNTY OF HAMBLEN	§

### SECTION I. PARTIES TO THE CONTRACT

1.01 This contract, hereinafter called "Contract," is made and entered into by and between the Hamblen County Clerk, State of Tennessee, hereinafter called "the Client" and Perdue, Brandon, Fielder, Collins & Mott, L.L.P., hereinafter called "Perdue Brandon."

1.02 This Contract supersedes all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

1.03 The Client employs Perdue Brandon to enforce the collection of delinquent court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

1.04 Now, therefore, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the Client and Perdue Brandon agree as follows:

## SECTION II. CLIENT'S COLLECTION OBLIGATIONS

2.01 The Client agrees to refer accounts to Perdue Brandon for collection, at minimum, on or about the first (1<sup>st</sup>) or the fifteenth (15<sup>th</sup>) of each month. The Client shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the Client. All delinquent accounts should be in a specified format that will allow Perdue Brandon to process the account data.

2.02 An account can be referred to collection if not paid within 6 months from the adjudication date per TN Code 40-24-105.

# SECTION III. PERDUE BRANDON'S COLLECTION OBLIGATIONS

3.01 Perdue Brandon agrees to use its best efforts to collect the delinquent accounts received from the Client and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

3.02 Perdue Brandon will make its proprietary Automated Assistant program and all the reports therein and as developed, available to the Client's designated staff, at no charge during the term of this Contract.

3.03 Perdue Brandon may institute an action to collect fines and costs in a judicial proceeding upon the Clients request.

# SECTION IV. COLLECTION FEE

4.01 The Client agrees to authorize an additional collection penalty and pay Perdue Brandon as set forth below. The Client agrees that this additional collection penalty is authorized under Tennessee law and the Client deems the fee listed below as reasonable in order to effect court collections owed to this entity.

4.02 <u>20</u> percent (<u>20</u>%) of the collected fines, fees, and court costs of any account referred to Perdue Brandon, regardless of whether payment on the account is received by the Client or received by Perdue Brandon on Client's behalf. The collection fee shall be added to the account, regardless of whether the payment is partial or in its entirety.

## SECTION V. EXCEPTIONS TO THE COLLECTION FEE

5.01 The compensation to be paid to Perdue Brandon in Section IV. COLLECTION FEE does not apply where the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. Nor will the compensation apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service. The Client retains the sole discretion to remove any account from Perdue Brandon's possession for any reason, without recourse and regardless of whether an account is in a payment plan or litigation.

# SECTION VI. METHOD OF PAYMENT

6.01 Perdue Brandon shall send to Client and in the format required by the Client, information regarding all monies collected. Within two days after availability of funds, Perdue Brandon will forward the monies due to the Client. After the Client receives full payment for the debt owed on an account, Perdue Brandon may retain the additional collected <u>20</u>% Collection Fee.

6.02 In the case where a defendant makes a payment to the Client in response to collection efforts taken by Perdue Brandon, the payment shall be subject to the 20 % Collection Fee, and the fee shall be remitted to Perdue Brandon monthly.

# SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

7.01 This Contract is for an initial period beginning on the execution date in 2022 and ending on the same date in 2023. After the initial period, this Contract shall automatically renew and continue in full force and effect thereafter from year to year for additional twelve-month periods on the same terms and conditions unless either party delivers written notice to the other party of its intent to terminate this Contract at least 60 days prior to each renewal date of this Contract.

7.02 Upon the receipt of 60 days' notice of termination, Perdue Brandon shall have 30 days to cure any deficiencies stated by the client. After the opportunity to cure has expired, Perdue Brandon shall have the right to meet with the Client to determine if deficiencies have been cured to the Client's satisfaction. If deficiencies have been cured to client's satisfaction, this Contract will continue in full effect under the terms contained herein. If deficiencies have not been cured to client's satisfaction, this Contract shall be terminated.

7.03 Upon termination, Perdue Brandon shall have an additional six months to complete work on all delinquent accounts referred from the Client prior to the notice of termination and will be entitled to compensation on such accounts if collected.

#### SECTION VIII. NOTICES

8.01 For purposes of sending notice under the terms of this Contract, all notices from the Client shall be sent to Perdue Brandon by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP Attn: Justin Brom 900 8<sup>th</sup> St. Suite 1100 Wichita Falls, Texas 76307 Telephone Number: 940-723-4323

8.02 All notices from Perdue Brandon shall be sent to the Client by certified United States mail, or delivered by hand or courier, and addressed as follows:

Hamblen County Circuit Court Clerk

Attn: Teresa West

Street 510 Allison Street Morristown, TN 37814\_\_\_\_\_ City, State, Zip Code 423-586-5640\_\_\_\_\_ Telephone Number

### SECTION IX. VENUE AND CONTROLLING LAW

9.01 This Contract is made and is to be interpreted under the laws of the State of Tennessee. Venue for any disputes involving this Contract shall be in the appropriate courts in Hamblen County, Tennessee.

#### SECTION X. INDEPENDENT CONTRACTOR

10.01 In consideration of the terms and compensation herein stated, it is expressly agreed that Perdue Brandon is an independent contractor and not an employee, agent, partner or joint venturer with the Client.

#### SECTION XI. SEVERABILITY

11.01 Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

#### SECTION XII. INSURANCE PROVISION

12.01 During the Term, Perdue Brandon shall maintain insurance as needed to perform the requirements of this Contract.

## SECTION XIII. ADVICE OF COUNSEL

13.01 The parties acknowledge, agree, represent, and warrant that they were advised to seek independent legal counsel before deciding to enter into this Contract and that they were provided an opportunity to do so and have done so and waive any claim or defense based upon their failure to seek advice of counsel.

### SECTION XIV. CONSTRUCTION

14.01 This agreement was prepared after negotiations between the parties hereto, and if any ambiguity is contained herein, then in resolving such ambiguity no weight shall be given in favor of or against any party on account of its drafting this Contract. Every covenant, term, and provision of this Contract shall be construed simply according to its fair meaning.

#### SECTION XV. MISCELLANEOUS

15.01 Perdue Brandon and the Client shall indemnify, hold harmless and defend each other against claims of liability or loss incurred by the non-offending party to the extent caused by the offending party's acts or omissions in the performance of this Contract. Such acts or omissions are expressly limited to those that constitute negligent failure, contractual misrepresentations, or willful malfeasance in performance of obligations under this Contract. Such indemnity includes any judgment against non-offending party including reasonable attorney's fees, and necessary litigation expenses related to defending the matter.

15.02 This Contract is executed by a representative of the Client who is authorized to execute this instrument. The person executing said document attests that they have authority under Tennessee law to execute this document on behalf of the Client and that their signature allows Perdue Brandon to proceed with collections. This Contract may be executed in any number of counterparts, and each counterpart

shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts shall be binding and enforceable.

WITNESS the signature of all parties hereto this 12 day of 2022.

### HAMBLEN COUNTY CIRCUIT COURT CLERK

By:

y:	RILDA	West	
	Name	A.	TAD 1
	Uncut	aurt	Clerk
	Title		

HAMBLEN COUNTY MAYO

By:

Bill Buttain Name Title

## PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.

By:

For the Firm

Bill,

Per our conversation on December 12, 2022, I am letting you know that the 2 cost collection vendors are Perdue, Brandon and Capital Recovery Systems. Looking at the 2 and speaking to other Clerk's I feel that Perdue, Brandon will give us the most in cost collections. Perdue, Brandon will charge 20% to the defendants and Capital Recovery Systems will charge 30 % to the defendants. They only get their money when the costs, fines and restitution are paid.

If I can be of further assistance, please advise.

esa West Thanks,

Hamblen County Circuit Court Clerk

## ACCIDENT CLAIM SETTLEMENT

Motion by Bobby Haun, seconded by Thomas Doty to approve the paying the Settlement amount of \$1,247 for Accident involving Jail Trustee Worker.

#### VOTE RESULTS 🔊

# 8.d. Accident Claim Settlement

In the Amount of \$1,247

Joe Huntsman	YES	Rodney Long	YES
Debbie A'Hearn	YES	Chris Cutshaw	YES
Thomas Doty S	YES	Stan Harville	YES
Wayne NeSmith	ABSENT	Peggy Howell	YES
Mike Reed	YES	Bobby Haun M	YES
Mike Richardson	YES	Tim Horner	YES
Kyle Walker	YES	Edna Greene	YES

13 YES 0 NO

0 ABSTAIN

Passed By Majority Vote

ABSENT

1

# Hamblen County Commission - January 19 2023 05:38:01 PM

January 19, 2023



January 6, 2023

To: Finance Committee Hamblen County Commission

From: Bill Brittain, County Mayor 39

Re: Accident Settlement Proposal

On July 1, 2022, one of our jail trustees working with the yard maintenance crew with our maintenance department was involved in a traffic accident while driving a lawn tractor.

The lawn tractor driven by the inmate collided with a passing motorist when the lawn tractor turned left from W Third North St onto North Church St. The motorist was trying to pass the lawn tractor when the collision happened. The driver of the lawn tractor did not give any hand signals that he planned to turn.

Our liability insurance company opined that we were not liable for the repairs to the motorist's car that totaled \$2,494.01. However, the County Attorney negotiated a settlement of one-half of the claim (\$1,247.00) to avoid a lawsuit which would cost us more to defend.

Therefore, County Attorney Chris Capps and I recommend that the Commission agree to the pay the settlement amount of \$1,247.00)

Bill Brittain, County Mayor 511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.585.4699 www.HamblenCountyTN.gov • email. bbrittain@co.hamblen.tn.us

January 19, 2023

Motion by Bobby Haun, seconded by Tim Horner to approve Resolution 23-01 Resolution to Transfer Funds from General Purpose School Funds to Federal Project Fund for Fiscal Years Ending June 30, 2023, in the amount of \$500,000.

B.e. Resolution 23-01 Resolution to Transfer Funds from Genera	l Purpose School Funds to Federal Pro	oject Fund for Fiscal Year Endin <b>Pa</b>	ssed By Majority V	ote
Joe Huntsman	YES	Rodney Long		YES
Debbie A'Hearn	YES	Chris Cutshaw		YES
Thomas Doty	YES	Stan Harville		YES
Wayne NeSmith	ABSENT	Peggy Howell		YES
Mike Reed	YES	Bobby Haun	M	YES
Mike Richardson	YES	Tim Horner	S	YES
Kyle Walker	YES	Edna Greene	-	YES

### Hamblen County Commission - January 19 2023 05:38:35 PM

January 19, 2023

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# RESOLUTION TO TRANSFER FUNDS FROM GENERAL PURPOSE SCHOOL FUNDS TO FEDERAL PROJECTS FUND FOR FISCAL YEAR ENDING JUNE 30, 2023

WHEREAS, Federal Projects grants operate on a reimbursement basis and funds are requested from the State of Tennessee by *Hamblen County School District* for all expenditures on a monthly basis: and,

WHEREAS, The Federal Projects Fund could operate with a cash deficit at various times throughout the fiscal year due to a slow turn-around time for reimbursements from the State of Tennessee and.

WHEREAS, Generally Accepted Accounting Principles (GAAP) consider a cash deficit in any fund to be a significant deficiency in internal control; and,

WHEREAS, Hamblen County School District does not desire to operate any fund with a cash deficit.

**NOW, THEREFORE, BE IT RESOLVED,** By the Board of Education of Hamblen County School District, a school district in Tennessee, meeting in *regular* session on this 4<sup>th</sup> day of October 2022, and by the County Commission of Hamblen County, a county in Tennessee, meeting in *regular* session on this 19<sup>th</sup> day of January, 2023, that:

SECTION 1. The General Purpose School Fund shall transfer \$500,000 to the Federal Projects Fund in January 2023.

SECTION 2. The \$500,000 transfer shall remain in the Federal Projects Fund as a designated fund balance from the General Purpose School Fund and may be repaid at any time as noted in this resolution passed by the Board of Education and County Commission.

**SECTION 3.** This resolution will take effect on *January 19, 2023*. The Secretary of the Board of Education shall include this Resolution in the minutes of the *Hamblen County School District*. The County Clerk shall include this Resolution in the minutes of *Hamblen* County.

Adopted this the 4<sup>th</sup> day of October, 2022 by the Hamblen County Board of Education.

Chair, Hamblen County Board of Education

Hamblen County Superintendent of Schools

Adopted this the 19<sup>th</sup> day of January, 2023 by the Hamblen County Commission.

Chair, Hamblen County Commission

## **BUDGET AMENDMENTS – HCBOE #3**

Motion by Bobby Haun, seconded by Stan Harville to approve the Hamblen County Board of Education Budget Amendment #3 Increase of \$600,000.

R Land Bargare

B.f.1. Budget Amendme lamblen County Board of Education Budg		00	Passed By Majority Vote
Joe Huntsman	YES	Rodney Long	YES
Debbie A'Hearn	YES	Chris Cutshaw	YES
Thomas Doty	YES	Stan Harville	S YES
Wayne NeSmith	ABSENT	Peggy Howell	YES
Mike Reed	YES	Bobby Haun	M YES
Mike Richardson	YES	Tim Horner	YES
Kyle Walker	YES	Edna Greene	YES

# Hamblen County Commission - January 19 2023 05:39:05 PM

January 19, 2023

3

2.

# **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 #3

2022-2023

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #3 to the 2022-2023 General Purpose School Budget. This amendment was approved by the Board of Education on December 13, 2022.

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 will increase the budget to \$97,187,642.45. Thank you for your consideration of this amendment.

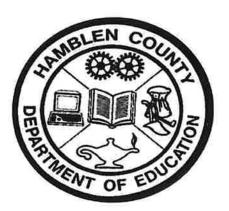
This amendment does not affect the County's maintenance of effort.

stand a Burne

Arnold W. Bunch, Jr., Superintendent of Schools

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

**AMENDMENT #3** 



÷	225		GENE	AMBLEN COUNTY RAL PURPOSE BCI 2022-2023 WENDMENT #3 + E	LOOL BUDGET	
CPENDITURE	TITLE REGULAR INSTRUCTION EQUIPMENT TOTALS	BUDGET \$ 1,157,995.00 \$ 1,157,996.00	INCREASE \$ 600,000.00 \$ 600,000.00 \$ 600,000.00	<u>DECREASE</u> 5 ·	ACTUAL \$ 1,757,995.00 \$ 1,757,995.00	PURPOSE BUDGETING PROJECT PROMISE 2020 RESERVE TO PURCHASE COMPUTERS AND E-RATE MATCHING NETWORK INFRASTRUCTURE
			GENE	AMBLEN COUNTY RAL PURPOSE SC 2022-2023 AMENDMENT #3 - E	HOOL BUDGET	
REVENUE	TILE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
34386	PROJECT PROMISE 2020 RESERVE	<u>s</u>	\$ 600,000,00	<u>s</u> .	\$ 600,000,00	BUDGETING PROJECT PROMISE 2020 RESERVE TO PURCHASE COMPUTERS AND E-RATE MATCHING NETWORK INFRASTRUCTURE
	TOTALS	5 .	\$ 500,000,00	1 .	\$ 600,000.00	

# **BUDGET AMENDMENT- GENERAL ADMINISTRATION PROJECT**

394) 27

Motion by Bobby Haun, seconded by Thomas Doty to approve the Budget Amendment for Fund #101 to purchase 90 voting machines for \$418,050.

85 m

VOTE RESULTS	13 YES 0 NO 0 A		
8.f.2. Budget Amendment Fund #101 General Administration Projects \$418,050	Passed By	/ Majority Vote	
Joe Huntsman	YES	Rodney Long	YES
Debbie A'Hearn	YES	Chris Cutshaw	YES
Thomas Doty S	YES	Stan Harville	YES
Wayne NeSmith	ABSENT	Peggy Howell	YES
Mike Reed	YES	Bobby Haun	M YES
Mike Richardson	YES	Tim Horner	YES
Kyle Walker	YES	Edna Greene	YES

# Hamblen County Commission - January 19 2023 05:39:39 PM

January 19, 2023



#### Hamblen County Commission

For the January 2023 Commission Meeting

#101

Fund

. • •

DEPT:

**General Administration Projects** 

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
91110.731	Voting Machines	\$ 418,050.00	
	DECREASE FUND BALANCE:		
39000.000	Unassigned Fund Balance		\$ 418,050.0

Brief Descriptions of issue:

To increase appropriations to cover the purchase of new voting machines for Election Commission. Purchase was approved by commission in December and this budget amendment appropriates the needed funds to cover the purchase order.

Signature:

Title :

Date:

Jardner 23

For Finance Department Only: Reviewed by: \_ Budget Amendment: Date:

## **BUDGET AMENDMENT – PUBLIC SAFETY PROJECT**

Motion by Bobby Haun, seconded by Thomas Doty to approve the Budget Amendment for Fund #101 Public Safety Project for \$71,678 to purchase 5 vehicles for the Sheriff's Department.

8.f.3. Budget Amendment Fund #101 Public Safety Projects \$71,678	Passed By Majority V	Passed By Majority Vote	
Joe Huntsman	YES	Rodney Long	YES
Debbie A'Hearn	YES	Chris Cutshaw	YES
Thomas Doty S	YES	Stan Harville	YES
Wayne NeSmith	ABSENT	Peggy Howell	YES
Mike Reed	YES	Bobby Haun M	YES
Mike Richardson	YES	Tim Horner	YES
Kyle Walker	YES	Edna Greene	YES

### Hamblen County Commission - January 19 2023 05:40:09 PM

January 19, 2023



DEPT:

#### **Hamblen** County Commission

For the January 2023 Commission Meeting

#101

Fund

**Public Safety Projects** 

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
91130.718	Motor Vehicles	\$ 71,678.00	
	DECREASE APPROPRIATIONS:		
54110.450	Tires and Tubes		\$ 5,000.00
	DECREASE FUND BALANCE:		
39000.000	Unassigned Fund Balance		\$ 66,678.00
		71,678	71,678

Brief Descriptions of issue:

To increase appropriations to cover the purchase of 2022 Dodge Chargers by the Hamblen County Sheriff's Department. Five vehicles will be purchased at a price of \$38,100/each. Current year's budget is \$123,557. The difference will come from previously allocated funds in the prior year's budget along with \$5,000 being moved from the Tires and Tubes line at the Sheriff's Department.

Signat

Title :

Date:

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	1	_
ure:	(me Mullis	
2	sheri-ff	
	1-9-23	

For Finance Department Only: Reviewed by:

Budget Amendment:

Date: \_\_\_\_

<b>Proposal to Count</b>	y Commission for Purchase of 5 - 2022 Dodge Charge	ers
--------------------------	--	-----

2022 Dodge Charger Cost Requested number of cars	\$	38,100 5
Total Cost of (5) 2022 Dodge Chargers	\$	190,500
FY 22-23 Budget for HCSD Vehicles	\$	123,557
Unused funds budgeted for HCSD vehicles in FY 21-22 (Currently in this year's fund balance and will be reappropriated for this purpose)	\$	66,678
Total Budgeted funds FY22-23 & FY21-22	\$	190,235
		100 500
Cost of 5 New Chargers Budgeted Amount	\$ \$	190,500 190,235
Shortage / Additional Funds Needed	\$	265
(Funds to be taken from unused funds in Tires and Tubes Line)	\$	5,000

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## SURPLUS ITEMS – ASSESSOR OF PROPERTY

Motion by Mike Richardson, seconded by Stan Harville to approve the office equipment Surplus Items for the Assessor of Property.

OTE RESULTS		13 YES O NO	0 ABSTAIN 1 ABSEN
9.a. Surplus Items for Assessor of Pr Office Equipment	operty	Pass	ed By Majority Vote
Joe Huntsman	YES	Rodney Long	YES
Debbie A'Hearn	YES	Chris Cutshaw	YES
Thomas Doty	YES	Stan Harville	S YES
Wayne NeSmith	ABSENT	Peggy Howell	YES
Mike Reed	YES	Bobby Haun	YES
Mike Richardson M	YES	Tim Horner	YES
Kyle Walker	YES	Edna Greene	YES

# Hamblen County Commission - January 19 2023 05:41:07 PM

January 19, 2023



December 29, 2022

Mrs. Hale:

I am requesting to surplus the following items:

- 1. Hewlett Packard Deskjet 832C printer, S/N MY9AF1co2G; condition is good and still works.
- 2. Hewlett Packard Officejet Pro 8720 printer, S/N CN639AK0GX, condition is good and still works.
- 3. Hewlett Packard Deskjet 9300, S/N CN4118502R; condition is poor.
- 4. Vivo Home Ice Maker, model #VH559-BK; Not working, bad circuit board.
- 5. Compaq Aramada E500 laptop, S/N AE5P31000T5P30WC12N2; Doesn't work.
- 6. Lenovo Thinkpad L530, asset #0239; Doesn't work.

Thank you for your assistance in this request.

Keith Ely Assessor of Property

Motion by Mike Richardson, seconded by Debbie A'Hearn to approve Resolution 23-02 a Resolution to Make a 2023 Community Block Grant Application.

VOTE RESULTS		13 YES 0 NO 0 ABSTAIN	1 ABSENT
<b>9.b. Resolution 23-02</b> A Resolution Authonizing Hamblen County to Make a 2023 Com	imunity Develop	oment Block Grant Application Passed By Major	ity Vote
Joe Huntsman	YES	Rodney Long	YES
Debbie A'Hearn S	YES	Chris Cutshaw	YES
Thomas Doty	YES	Stan Harville	YES
Wayne NeSmith	ABSENT	Peggy Howell	YES
Mike Reed	YES	Bobby Haun	YES
Mike Richardson M	YES	Tim Horner	YES
Kyle Walker	YES	Edna Greene	YES

# Hamblen County Commission - January 19 2023 05:41:36 PM

January 19, 2023

#### A RESOLUTON AUTHORIZING HAMBLEN COUNTY TO MAKE A 2023 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

WHEREAS, the Community Development Block Grant (CDBG) Program as administered by the State of Tennessee offers grants to local jurisdiction to fund sewer and water line extensions, sewer and water system upgrades, as well as community livability projects, and

WHEREAS, the Community Development Block Grant (CDBG) Program also offers a deduction in the percentage match for three star communities, and

WHEREAS, the match for the 2022 (CDBG) for Hamblen County is 21% with the three star incentive bringing the match to 16% or \$86,024.00 local; \$420,000.00 CDBG for a total of \$506,024.00; and

**NOW, THEREFORE, BE IT RESOLVED** that the Hamblen County Legislative Body approves the application for a total not to exceed \$506,024.00, of which \$420,000.00 will be CDBG grant funds and the remainder \$86,024.00 will be a local match to purchase a new fire truck and other firefighting equipment for the South Hamblen VFD.

**BE IT FURTHER RESOLVED**, the South Hamblen County Volunteer Fire Department agrees to provide \$10,000.00 of the \$86,024.00 match from its annual appropriation from County government.

Duly passed and approved this the <u>19</u> day of  $\overline{Jan}$ 

**Bill Brittain County Mayor** 

ATTESTED:

Peggy Henderson, County Clerk

-Chris Cutshaw, Chairman HCLB

Motion by Mike Richardson, seconded by Tim Horner to approve Resolution 23-03 a Resolution to Amend the Hamblen County Zoning Resolution regarding the Development Standards for Sanitary Landfills.

#### **VOTE RESULTS** >>

13 YES 0 NO

0 ABSTAIN 1 ABSENT

# 9.c. Resolution 23-03

Resolution to Amend the Hamblen County Zoning Resolution for Development Standards for Sanitary Landfill Passed By Majority Vote

Joe Huntsman	YES	Rodney Long	YES
Debbie A'Hearn	YES	Chris Cutshaw	YES
Thomas Doty	YES	Stan Harville	YES
Wayne NeSmith	ABSENT	Peggy Howell	YES
Mike Reed	YES	Bobby Haun	YES
Mike Richardson M	YES	Tim Horner S	YES
Kyle Walker	YES	Edna Greene	YES

## Hamblen County Commission - January 19 2023 05:42:06 PM

January 19, 2023

# The City of Morristown





TO:Hamblen County CommissionFROM:Steve Neilson, Development DirectorDATE:January 19, 2023REQUEST:Text Amendment - Landfills

#### BACKGROUND:

This is a text amendment request to amendment Section 7.6 Development Standards for Sanitary Landfills. In Mayor Bill Brittain's attached letter, he states based on the TN Attorney General's opinion, local landfill regulations cannot be stricter than state regulations. The County's regulations are stricter regarding setbacks. The Mayor states the language below was prepared by the County Attorney and himself.

#### 7.6 Development Standards for Sanitary Landfills

Because of the nature and character of solid waste landfill operations, the potential for detrimental effects upon the health, safety, and welfare of surrounding residents exists. To prevent and minimize potential problems, proposed solid waste landfills shall be evaluated by using the standards promulgated by the State of Tennessee as set forth in the Rules and Regulations of the Tennessee Department of Environment and Conservation, TDEC Rule Chapter 0400-11-01, "Solid Waste Processing and disposal", as same may be amendment from time to time.

#### **RECOMMENDATION:**

The Morristown Regional Planning Commission voted to forward the request on to the Hamblen County Commission for approval. Staff recommend approval of this request.

## RESOLUTION TO AMEND THE HAMBLEN COUNTY ZONING RESOLUTION BY DELETING THE CURRENT REGULATIONS IN ITS ENTIRETY, AND THE FOLLOWING IS PLACED AS A NEW ARTICLE 7.6 DEVELOPMENT STANDARDS FOR SANITARY LANDFILLS JANUARY 19, 2023

WHEREAS, The Hamblen County Board of Commissioners, in accordance with Section 13-7-105 of the Tennessee Code Annotated, may amend the "Zoning Resolution of Hamblen County, Tennessee", and

WHEREAS, the Hamblen County Regional Planning Commission and the Morristown /Municipal/Regional Planning Commission have reviewed and made recommendations regarding the proposed amendment of the "Zoning Resolution of Hamblen County, Tennessee", in accordance with Section 13-7-105(a) of the Tennessee Code Annotated; and

WHEREAS, the Hamblen County Commission recognizes that regulations must be changed from time to time to provide for the continued efficient economic development of the county; and

WHEREAS, the current landfill regulations should now be replaced with the standards promulgated by the State of Tennessee as set forth in the Rules and Regulations of the Tennessee Department of Environment and Conservation, TDEC Rule Chapter 0400-11-01 (Solid Waste Processing and Disposal) by deleting the former Article 7.6 and replacing it with the following new Article 7.6 :

"Because of the nature and character of solid waste landfill operations, the potential for detrimental effects upon the health, safety, and welfare of surrounding residents exists. To prevent and minimize potential problems, proposed solid waste landfills shall be evaluated by using the standards promulgated by the State of Tennessee as set forth in the Rules and Regulations of the Tennessee Department of Environment and Conservation, TDEC Rule Chapter 0400-11-01, "Solid Waste Processing and Disposal", as same may be amended from time to time."

**NOW, THEREFORE BE IT RESOLVED** that the Hamblen County Board of Commissioners met in regular session on the 19<sup>th</sup> day of January 2023, hereby adopting the proposed amendment to Article 7.6 Development Standards for Sanitary Landfills as recommended by the Planning Commission as written above; and

**BE IT FURTHER RESOLVED** that the zoning amendment adopted hereby shall be effective upon passage of this Resolution.

WHEREFORE, it was moved by <u>Mike Richardson</u> and seconded by <u>Tim Hornser</u> that this Resolution be adopted.

Voting:

Aye: 13

Nay: O

Pass: yes

The chair declared the Resolution adopted this 19<sup>th</sup> day of January 2023.

By:

Hamblen County Mayor

Approved:

later

Chairman

Attest:

Lawon

Hamblen County Clerk

Motion by Mike Richardson, seconded by Kyle Walker to approve Resolution 23-04 a Resolution by Hamblen County, Tennessee to Abandon all Interest in Grigsby Road.

OTE RESULTS >		13 YES	0 NO 0 ABSTAIN	1 ABSENT	
9.d. Resolution 23-04 Resolution by Hamblen County, Tennessee to Abandon	n All Inter	est in Grigsby R	oad	Passed By Majority	Vote
Joe Huntsman		YES	Rodney Long	YES	
Debbie A'Hearn		YES	Chris Cutshaw		YES
Thomas Doty		YES	Stan Harville		YES
Wayne NeSmith		ABSENT	Peggy Howell		YES
Mike Reed		YES	Bobby Haun		YES
Mike Richardson	М	YES	Tim Horner		YES
Kyle Walker	S	YES	Edna Greene		YES

## Hamblen County Commission - January 19 2023 05:42:37 PM

January 19, 2023

#### RESOLUTION BY HAMBLEN COUNTY, TENNESSEE TO ABANDON ALL INTEREST IN GRIGSBY ROAD

WHEREAS, the Hamblen County Road Commission and the Hamblen County Planning Commission both, in regular session, have and unanimously voted to approve the abandonment of Grigsby Road, Morristown, TN. 37813 per the request of the Hamblen County Road Superintendent, Barry Poole, and

WHEREAS, the request for abandoning Grigsby Road originated from solid waste disposal company GFL which now owns all properties adjoining and on both sides of Grigsby Road;

WHEREAS, GFL requested the road abandonment to expand its Lowland landfill operation onto the properties surrounding Grigsby Road and property that is now Grigsby Road;

**NOW, THEREFORE, BE IT RESOLVED**, by the Hamblen County Board of Commissioners meeting in regular session on January 19, 2023, does hereby abandon any and all right, title and interest it may have in Grigsby Road, as shown on tax map 59.

WHEREFORE, it was moved by <u>Mike Richardson</u> and seconded by Kyle Lyciker that this Resolution be adopted.

Voting Aye: 13

Voting Nay:\_\_\_\_

Absent:

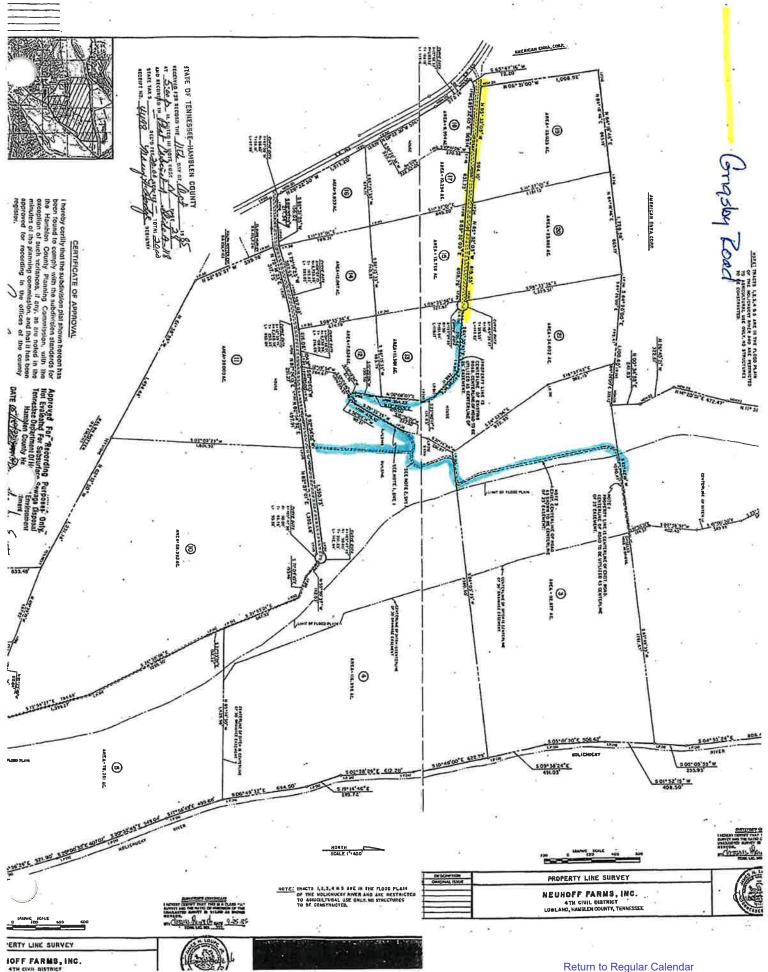
Pass:

Commission Chairman

Attest:

ggy Henderson

January 19, 2023



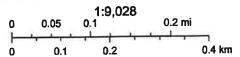
Return to Regular Calendar

# Hamblen County - Parcel: 059 004.04



#### Date: January 3, 2023

County: Hamblen Owner: LAKEWAY LANDCO LLC Address: GRIGSBY RD 2451 2581 Parcel Number: 059 004.04 Deeded Acreage: 123.24 Calculated Acreage: 0



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The property lines are complied from information maintained by your local

Return to Regular Calendar

## **Rules Review – Public Comments**

Motion by Bobby Haun, seconded by Tim Horner to combine Public Comments periods for Agenda and Non- Agenda Items and place them as the Second item on the Regular Calendar.

Motion by Stan Harville, seconded by Peggy Howell to Amend the original motion to create 2.a Non-Agenda Items three minutes per person and 2.b. Agenda Items three minutes per person .

#### Voting For:

Debbie A'Hearn	Joe Huntsman
Chris Cutshaw	Peggy Howell
Thomas Doty	Rodney Long
Stan Harville	Mike Reed
Bobby Haun	Mike Richardson
Tim Horner	Kyle Walker

Voting Against: Enda Greene

Absent :

Wayne NeSmith

Motion Passed.

#### **VOTE RESULTS**

12 YES

1 ABSENT

0 ABSTAIN

NO

## 10.a. Rules Review - Public Comments

Combine Public Comments for Agenda and Non Agenda Items and Place them as Second Item on Regular Ca Passed By Majority Vote

Joe Huntsman	YES	Rodney Long		YES
Debbie A'Hearn	YES	Chris Cutshaw		YES
Thomas Doty	YES	Stan Harville		YES
Wayne NeSmith	ABSENT	Peggy Howell		YES
Mike Reed	YES	Bobby Haun	М	YES
Mike Richardson	YES	Tim Horner	S	YES
Kyle Walker	YES	Edna Greene		NO

Hamblen County Commission - January 19 2023 05:58:00 PM January 19, 2023



### **RULES REVIEW – CITIZEN WANTING TO ADDRESS THE COUNTY COMMISSION**

Motion by Bobby Haun, seconded by Rodney Long to approve the requirement that citizens wanting to address the County Commission during Public Comment Section must state their name and address.

Motion to amend by Thomas Doty, seconded by Debbie A'Hearn to approve that there would be two ways to for Public Comment a sign-up sheet before the meeting with name and address and second for those who come in late to speak to come to the podium and state their name and address.

Motion by Enda Greene, seconded by Peggy Howell to table items 10.b. through 10.d. of the Rules Review Committee until February 13<sup>th</sup> Committee meeting .

Voting for:

Joe Huntsman
Peggy Howell
Rodney Long
Mike Reed
Mike Richardson
Kyle Walker

Voting Against: NONE

Absent :

Wayne NeSmith

Motion Passed.

#### THEREUPON MEETING ADJOURNED AT 6:16P.M.

On Thursday, January 19, 2023, 12:42:04 PM EST, Edna Greene <emgreene@charter.net> wrote:

# January 19, 2023

TO: HAMBLEN COUNTY CITIZENS AND THE HAMBLEN COUNTY COMMISSION

The two current public comment sections for Hamblen County Commission meetings are not broken so WHY try to fix or change them?

I firmly believe in listening to the comments of all Hamblen County citizens at committee and commission meetings. I believe in listening even when I am the target of criticism as occurred on December 15 when former Commissioner Jim Stepp spoke during public comments on December 15 and said I should close my business Phoenix Towing or resign my commission seat. Although he attacked me and falsely quoted Tennessee County Commissioners' director Charles Curtiss, I will stand up for Mr. Stepp's right to address his concerns and I stand up for the right of all citizens to speak about their concerns in the current form: comments on agenda items and a separate time for comments on non-agenda items.

I do not support combining the two comment periods because that will cause cause confusion as well as cut the time provided for comments in half.

As you know, no documents were posted online prior to the January 9th Rules Committee meeting. Citizens and most commissioners did not know that the Rules Committee was going to vote on rules involving major reductions in the public comment section of our agenda.

When running for the seat in District 14, I stated I would ask questions and push for answers, my question to those commissioners who are pushing for these cuts to public comments is, DID you tell the voters in your district during the May 2022 primary and August 2022 General Election that you would vote to combine the current TWO 3-minute public comment opportunities into ONE 3-minute public comment opportunity?

I request that this statement be placed in the Hamblen County Commission minutes.

Respectfully

Edna M. Greene