# HAMBLEN COUNTY LEGISLATIVE BODY

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

**Open Meeting - Sheriff Chad Mullins** 

Call to Order - Chairman Chris Cutshaw

**Prayer –** Commissioner Debbie A'Hearn

Pledge of Allegiance - Commissioner Rodney Long

Roll Call - County Clerk Peggy Henderson

Prepared under the direction of:
Chairman Chris Cutshaw

Order#	Vote		
1			sentations/Proclamations (Commission Chairman Chris Cutshaw)
_		a. None	
2			(Commission Chairman Chris Cutshaw) (3 Minutes Per Speaker)
_			ng General/Non-Agenda Items
		_	ng Agenda Items
		Di Megaran	
3		400000000000000000000000000000000000000	pointments (Commission Chairman Chris Cutshaw)
		a. None	
4		Calendar and Rul	es Committee Report (Chairman Thomas Doty)
	Vote		of Consent Calendar Items
	Vote	b. Approva	al of Regular Calendar Items
_			
5		2	rom Consent Calendar
		a. None	
6		Approval of Cons	ent Calendar (Commission Chairman Chris Cutshaw)
	Vote	a. Consen	t Calendar
7		RECESS AS HAME	BLEN COUNTY LEGISLATIVE BODY-OPEN PUBLIC HEARING (Commission Chairman Chris Cutshaw)
		a. Resolut	ion <u>23-14</u> to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax Map 0130
		Group A	A, Parcel 007.00, 8067 East Andrew Johnson Highway, Whitesburg, Tennessee 37891 from A-1 to C-1
		CLOSE PUBLIC HE	ARING, RECONVENE AS HAMBLEN COUNTY_LEGISLATIVE BODY (Commission Chairman Chris Cutshaw
8		REZONING RESO	LUTION VOTE (Commission Chairman Chris Cutshaw)
•	Vote	a. Resoluti	on <u>23-14</u> to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax Map 0130
		Group A	, Parcel 007.00, 8067 East Andrew Johnson Highway, Whitesburg, Tennessee 37891 from A-1 to C-1
9	-	Finance Committ	ee (Chairman Bobby Haun)
_	Vote		Department Purchase Agreement with E-911
	Vote		e of Garbage Truck from FY 23-24 Budget
	Vote		ee Health Clinic Lease Renewal
	Vote		on <u>23-15</u> -Resolution to Authorize a Two-Dollar (\$2.00) Submission Fee for Documents Filed
			ically in the Register of Deed's Office in Hamblen County, Tennessee
	Vote	e Resoluti	on <u>23-16</u> - A Resolution Authorizing Hamblen County to Submit a FY 2023 Grant Application to Expand
			ance Substance Use Disorder Treatment in Adult Treatment Drug Courts
	Vote		on 23-17- A Resolution Authorizing Hamblen County to Accept the Contract for the Violent Crime
			tion Fund Grant (VCIF) in the Amount of \$177,361
	Vote	g. Resoluti	on 23-18- A Resolution Authorizing Hamblen County to Accept the Contract for the Epidemiology and
		l aborati	ory Capacity (ELC) Confinement Facilities Funding Grant in the Amount of \$296,350
	Vote	h. Renewa	l of Hamblen County Sheriff's Department Slip and Mooring Lease Agreement with Cherokee Boat Dock
		LLC	
		i. Budget i	Amendments
	Vote	i.	Hamblen County Board of Education Budget Amendment #5 Increase of \$156,475.64
	Vote	ii.	Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of
			\$291,516.13
	Vote	iii-	Fund #101 County Clerk's Office \$27,000
	Vote	iv	Fund #101 County Clerk's Office \$6,000
	Vote	٧.	Fund #101 Drug Court \$500
	Vote	vi.	Fund #101 Jail \$52,500
	Vote	vii.	Fund #101 Jail \$20,707
	Vote	viii	Fund #101 Drug Court \$150
	Vote	ix.	Fund #131 Highway Department \$300,000

10		Public Services Committee (Chairman Mike Richardson)
	Vote	a. Urban Growth Plan Amendment Ratification
11		Rules Review Committee (Chairman Bobby Haun)
	Vote	a. Information Rule (5-Days)
12		Justice Center/Public Safety Committee (Chairman Tim Horner)
	Vote	a. Build-Out 3 <sup>rd</sup> Courtroom and Additional Office Space
13		Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Chris Cutshaw)
		a. April 2023 Committee Meeting: Monday, April 10, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom
		b. April 2023 Commission Meeting: Thursday, April 20, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom
14		Adjournment (Commission Chairman Chris Cutshaw)

Thursday, March 23, 2023

# Hamblen County Government Calendar & Rules Committee

Monday, March 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, Mike Richardson

#### **Member Absent:**

Joe Huntsman, Sr. Mike Reed

#### **Call to Order**

Chairman Thomas Doty called the meeting to order at 8:02 p.m.

#### **Visitors Wishing to Address the Committee**

#### **Old Business**

None

#### **New Business**

- a. Motion (Mike Richardson/Tim Horner, all in favor) to approve the Regular Calendar Items with the following additions:
  - 1. Finance Committee 9.a. Add First Right of Refusal to E-911 Purchase Contract
  - 2. Public Services Committee- Add Ratification to Urban Growth Plan Amendment
  - 3. Rules Review Committee- Delete Rules for Contracts and add Information Rule (5-Days)
  - 4. Delete/Table 12.a. Bulk Waste Committee -a. Definitions for Draft Resolution and Add 12. Justice Center/Public Safety Committee- a. Build-Out 3<sup>rd</sup> Floor Courtroom and Additional Office Space
- b. Motion (Mike Richardson/Tim Horner, all in favor) to approve the Consent Calendar Items as presented.

#### **Adjournment**

There being no further business Chairman Doty adjourned the meeting at 8:06 p.m.

# Hamblen County Government CALENDAR & RULES COMMITTEE



CALENDAR & RULES COMMITTEE

Thomas Doty *Chairman* 

Tim Horner *Vice-Chairman* 

Chris Cutshaw *Ex-Officio* 

Debbie A'Hearn *Member* 

Bobby Haun *Member* 

Peggy Howell *Member* 

Joe Huntsman, Sr. *Member* 

Mike Reed

Member

Mike Richardson Member Monday March 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 3 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

Order#	Item	Placed From
1	Approval of the Previous Month's Minutes –February 23, 2023	Commission Chairman
2	Approval of Notaries	County Clerk Peggy Henderson
3	Jail/Justice Center Project Expenditures as of February 28, 2023	Justice Center/Public Safety Committee
4	Expenditure Reports – February 2023	Finance Committee
5	Monthly Checks- February 2023	Finance Committee
6	Planning Commission Building Permit Log -February 2023	Finance Committee
7	County Attorney Invoices –February 2023	Finance Committee
8	Budget Amendments  i. Fund #101 County Coroner/Medical Examiner \$3,000  ii. Fund #101 Courtroom Security \$1,000  iii. Fund #101 Juvenile Court \$300  iv. Fund #101 Other Finance/Clerk's Satellite Office \$1,000	Finance Committee
9	Trustee Report February 1, 2023- February 28, 2023	Finance Committee
10	Hamblen County Department of Education Quarterly Expenditures Report-Second Quarter 2022	Finance Committee
11	2022 Hamblen County Emergency Communications District Annual Operations Report	Finance Committee
12	Approval of Education Pay Submissions	Personnel Committee

Thursday, March 23, 2023

#### 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 MARCH 14, 2023 MEETING OF THE GOVERNING BODY CE

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	E SUARETY 4 2023
1. ALEXIS ANDINO	510 S JACKSON ST MORRISTOWN TN 378135646	423-312-4895	510 S JACKSON ST MORRISTOWN TN 378135646	- OF	FICE OF HAMBLEN
2. AMBER NICOLE ARNOLD	2612 PLANTATION DR RUSSELLVILLE TN 378609397	423-736-2830	150 E BROADWAY NEWPORT TN 378212329	423-532-8811	COUNTY MAYOR
3. HARLEE BEARD	220 MORNINGSIDE DR MORRISTOWN TN 37814	423-300-0022	1937 W MORRIS BLVD MORRISTOWN TN 37814	4235814114	
4. LESLIE A BROYLES	2175 THOMPSON CREEK RD MORRISTOWN TN 37813	931-854-8007	2175 THOMPSON CREEK RD MORRISTOWN TN 37813	9318548007	
5. DAVID S. BYRD	6935 SAINT CLAIR RD WHITESBURG TN 378919221	865-599-0607	1004 W 1ST NORTH ST MORRISTOWN TN 378144552	-	
6. GRACIE RUTH FARROW	146 BLUE SPRINGS ST RUTLEDGE TN 37861	423-736-8710	2330 E ANDREW JOHNSON HWY MORRISTOWN TN 37814		
7. WILLIAM THOMAS HODGES JR	4106 SCARLETT DR MORRISTOWN TN 37814	865-748-8588	3301 WEST ANDREW JOHNSON HWY S MORRISTOWN TN 37814	865-748-8588	
8. MARGARET MURPHY HOLMES	211 HAYTER DR MORRISTOWN TN 378134735	423-353-8932	211 HAYTER DR MORRISTOWN TN 378134735	-	
9. TRENIA JOHNSON	838 WILLIAM RD. WHITESBURG TN 37891	423-231-4892	838 WILLIAM RD. WHITESBURG TN 37891	122	10.000
10. CARMEN SHAREE LONG	476 ASHLAND OAKS DRIVE MORRISTOWN TN 37813	423-586-2218	510 ALLISON ST MORRISTOWN TN 37814	423-586-5640	Delores Stout Nicole Buchanan
11. TONYA LYNN MANNING	1120 BACON LN MORRISTOWN TN 37814	423-438-8711	1120 BACON LN MORRISTOWN TN 37814	423-438-8711	
12. PAULA LOUISE MARSHALL	1929 SILVER CITY RD RUSSELLVILLE TN 37860	423-312-9771	510 ALLISON ST MORRISTOWN TN 37814	423-586-5640	
13. CAMREN MARTIN	626 N WHITE PINE RD TALBOTT TN 378773510	423-736-1009	2418 N MORELOCK RD MORRISTOWN TN 378145558	-	
14. KATIE MOORE	675 BELL RD MORRISTOWN TN 37814	423-258-8110	510 ALLISON ST MORRISTOWN TN 37814	423-586-5640	
15. MEGAN RINES	1927 BROOKSIDE DR MORRISTOWN TN 378136801	423-438-6563	4005 E MORRIS BLVD MORRISTOWN TN 378131259	423-317-9611	
16. JONI M ROBINSON	6094 WINTERGREEN MORRISTOWN TN 37814	423-748-2865	510 ALLISON ST MORRISTOWN TN 37814	423-586-5640	MERCHANTS BONDING COMPANY
17. ANGELA KAYE SAYLOR	1458 HICKORY SHADOW DR MORRISTOWN TN 37814	731-676-1577	2629 W ANDREW JOHNSON HWY SUTI MORRISTOWN TN 37814	4233179010	8
18. ANGELA SCHWINN	235 LAUTNER RD BULLS GAP TN 377113403	423-231-8180	235 LAUTNER RD BULLS GAP TN 377113403		
19. BARBARA SEMERARO	8041 W POINTE DR TALBOTT TN 378778878	201-394-5226	8041 W POINTE DR TALBOTT TN 378778878	201-394-5226	
BAtc	h 146	AGRICULTURE	Jegg.	y Hen	relarsown

Batch 146 2-14-23 3-13-23

CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE

#### 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 MARCH 14, 2023 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	<b>BUSINESS PHONE</b>	SURETY
20. CAROLYN SMITH	4108 PEACE DR MORRISTOWN TN 37814	423-312-7239	510 ALLISON DR MORRISTOWN TN 37814	423-585-4567	
21. ZULEIKA TORRES	1124 YANKEE ST MORRISTOWN TN 37814	407-962-9624	100 CUMBERLAND ST ALTAMONTE TN 37301	4238391555	
22. LISA WELCH	1105 MT VISTA DR RUSSELLVILLE TN 378608672	423-277-0958	7701 BOEING DR GREENSBORO NC 274099704		
23. TERESA L WEST	2051 DOVER RD MORRISTOWN TN 37813	423-587-4474	510 ALLISON ST MORRISTOWN TN 37814	423-587-4474	JAMES T ROUSE ALMA ROUSE
24. MISTY D YOUNG	2660 LAKEMOORE DR MORRISTOWN TN 378145931	276-220-4991	4918 W ANDREW JOHNSON HWY MORRISTOWN TN 378141024	423-586-6006	

SIGNATURE

CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE

Return to Regular Calendar

DATE

# MINUTES FOR HAMBLEN COUNTY LEGISLATIVE BODY COMMISSION MEETING

February 23, 2023

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# Hamblen County Government Justice Center/Public Safety Committee

Monday, March 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, Rodney Long,

#### **Members Absent**

Joe Huntsman, Sr. Wayne NeSmith, Mike Reed, Kyle Walker

#### **Call to Order**

Chairman Horner called the meeting to order at 5:01 p.m.

#### <u>Visitors Wishing to Address the Committee</u>

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. Proposal to Finish 3<sup>rd</sup> Courtroom-County Mayor Bill Brittain presented to the Committee a proposal with Build-out of the 3<sup>rd</sup> Courtroom in the new Justice Center. The Pros and Cons were discussed and an estimated cost of the build-out at \$1,549,574. Interest Earned on the Bond Funds are estimated to be around \$2,000,000 in July 2023 which will be sufficient funds to pay for the cost of the build-out.

Motion (Thomas Doty/Debbie A'Hearn, all in favor with one "No" Vote from Edna Greene) to approve the build-out construction of the 3<sup>rd</sup> Courtroom.

Motion Amended (Thomas Doty/Debbie A'Hearn, all in favor with one "No" Vote from Edna Greene) to approve the build-out of the 3<sup>rd</sup> Courtroom, along with the additional office space of attorney conference rooms.

#### **Items of Interest** (No Action Necessary)

a. Jail/Justice Center Project Expenditures as of February 28, 2023.

#### **Adjournment**

There being no further business Chairman Horner adjourned the meeting at 5:26 p.m.



JUSTICE CENTER/PUBLIC SAFETY COMMITTEE

Tim Horner Chairman

Mike Richardson *Vice-Chairman* 

Chris Cutshaw *Ex-Officio* 

Debbie A'Hearn *Member* 

Thomas Doty *Member* 

Edna Greene *Member* 

Stan Harville *Member* 

Bobby Haun *Member* 

Peggy Howell Member

Joe Huntsman, Sr. *Member* 

Rodney Long *Member* 

Wayne NeSmith *Member* 

Mike Reed Member

Kyle Walker *Member* 

# Hamblen County Government JUSTICE CENTER/PUBLIC SAFETY COMMITTEE

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

#### **AGENDA**

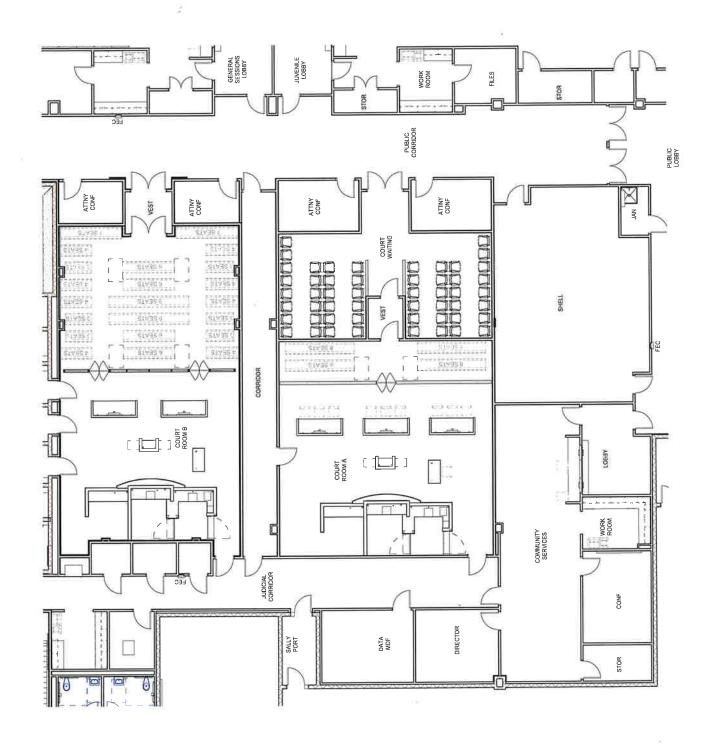
- 1. Call to Order Chairman Tim Horner
- 2. Visitors Wishing to Address the Committee about Agenda Items Only Chairman Tim Horner (Visitors will be allotted 3 minutes to speak)
- 3. Old Business-Chairman Tim Horner
  - a. None
- 4. New Business- Chairman Tim Horner
  - a. Justice Center Project Update-Tony Pettit-BurWill Construction
  - b. Proposal to Finish 3rd Courtroom-County Mayor Bill Brittain
  - c. Tour of New Jail Construction Site-County Mayor Bill Brittain
- 5. Items of Interest (No Action Necessary) Chairman Tim Horner
  - a. Jail/Justice Center Project Expenditures as of February 28, 2023
- 6. Adjournment Chairman Tim Horner

#### **OPINION OF PROBABLE TOTAL PROJECT COST**

#### MOSELEYARCHITECTS A PROFESSIONAL CORPORATION

Client:	Hamblen County, TN	Date: March 6, 2023	
Project Name:	Hamblen County New Justice Center	Computed By: GBP	
Description:	Upfit of 3rd Courtroom	Checked By: DRM	
Project#590418	*	Sheet Number: 1 of 1	

Item No.	Description	Area	Unit	Unit Cost	Total Cost
	Construction Costs				
1	Upfit shell space - 3rd Courtroom - 2,460 sf	2,460	SF	\$375.00	\$922,500.00
2	Construction / Design Contingency	N/A	SF	10.00%	\$92,250.00
3	Cost Escalation Contingency (12 months)			6.00%	\$55,350.00
	Subtotal				\$1,070,100.00
	Estimated Construction Cost - Building and Sitework	2,460	SF	\$435.00	\$1,070,100.00
	Project Costs				
1	Fixtures. Furnishings & Equipment (FF&E of finished space)	N/A	N/A	10.00%	\$107,010.00
2	Construction Testing	N/A	N/A	1.00%	\$10,701.00
3	Misc. Fees / Costs			10.00%	\$107,010.00
	Subtotal				\$224,721.00
	TOTAL ESTIMATED PROJECT BUDGET				\$1,294,821.00
	Notes:				
	9				



Category of					Total Per
Costs	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	\$	344,996.43		
Faiu III F12023	Design & Construction Flaming Filase	ڔ	344,330.43	\$	5,103,186.96
BurWil Construction					
Paid in FY2021	Project Management	\$	283,597.96		
Paid in FY2022	Project Management	\$	227,515.00		
Daid in EV2022	Project Management	\$	220 600 52		
Paid in FY2023	Project Management	Ş	229,608.53	\$	740,721.49
Blaine Construction					
Paid in FY2022	Construction	\$	18,460,845.00		
Paid in FY2023	Construction	ċ	16,302,404.16		
Faid III F12023	Construction	۲	10,302,404.10	\$	34,763,249.16
<b>Entegrity Consulting</b>					
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
<b>Property Acquisition</b>					
Paid Prior to FY2021		\$	1,250,751.07		
Paid in FY2021		\$	895,659.17		
Paid in FY2022		\$	1,326.52	\$	2,147,736.76
Other Costs					
Paid Prior to FY2021	Site Preparation, Clearing, and				
	Soil Testing and All Other Costs	\$	109,649.17		
Paid in FY2021	Site Preparation, Clearing, and				
	Soil Testing and All Other Costs	\$	169,962.00		
Paid in FY2022	Site Preparation, Clearing, and				
	Soil Testing and All Other Costs	\$	122,120.00		
Paid in FY2023	Site Preparation, Clearing, and				
	Soil Testing and All Other Costs				
0.10-2.1	GEO Testing	\$	118,132.50	*	
9/29/2022	MUS - Tap & Impact Fees for Jail Connections	\$	54,000.00		
Paid in FY2023	Deacon Foodservice Solutions	\$	225,870.61		
4 /4 - /	LIN LIGHT OF ENVIORNMENT X. CONCERVATION - Storm Water Annual Fee	\$	500.00		
1/12/2023	TN Dept of Enviornment & Conservation - Storm Water Annual Fee	*			
1/12/2023	- The Dept of Envioliment & Conservation - Storm water Annual ree	<b>Y</b>		\$	800,234.28

# Hamblen County Government Finance Committee

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

#### **MINUTES**

#### **Members Present:**

Bobby Haun, Thomas Doty, Chris Cutshaw, Stan Harville, Peggy Howell, Rodney Long, Mike Richardson

#### **Members Absent:**

Joe Huntsman, Sr., Mike Reed

#### **Call to Order**

Chairman Bobby Haun called the meeting to order at 5:26 p.m.

#### **Visitors Wishing to Address the Committee**

None

#### **Recurring Business**

- a. Expenditure Reports February 2023 (Information Only No Action Necessary)
- b. Monthly Checks -February 2023 (Information Only-No Action Necessary)

#### **Old Business**

a. None

#### **New Business**

- a. Lincoln Elementary School Project Presentation- Mr. Hugh Clement, Assistant Superintendent for Administration with the Hamblen County Department of Education presented the Bid Tabulation for the construction of the new Lincoln Heights Elementary School. There were three bidders. The Hamblen County Board of Education accepted the low bidder Merit Construction with a base bid of \$26,382,000.

  Motion (Thomas Doty/Stan Harville, all in favor) to approve the presentation from Mr. Hugh Clement noting Merit Construction was the low bidder for the new Lincoln Heights Elementary School with a base bid of \$26,382,000. No Other Action Needed. Informational Purposes Only.
- b. Health Department Purchase Agreement with E-911.
  - Motion (Thomas Doty/Peggy Howell, all in favor) to approve the Health Department Purchase Agreement with E-911 in the amount of \$1,137,500.
  - Motion Amended (Thomas Doty/Peggy, all in favor) to include in the Health Department Purchase Agreement with the Right of First Refusal to the County to purchase the property if sold by E-911.
- c. Purchase of Garbage Truck from FY 23-24 Budget. Barry Poole, Highway Superintendent addressed the Committee on the purchase of a new Mack Garbage Truck for the Sanitation Department. The order would be placed at this time with the cost being \$242,000. The purchase will be included in the FY 2023-24 Budget. Motion (Chris Cutshaw/Thomas Doty, all in favor) to approve the purchase of a new Mack Garbage Truck for the Sanitation Department for \$242,000.
- d. Employee Health Clinic Lease Renewal- Mayor Brittain presented the Employee Health Clinic Lease Renewal from November 1, 2023 through December 31, 2024.
  - Motion (Stan Harville/Rodney Long, all in favor) to approve renewing the Employee Health Clinic Lease through December 31, 2024.
- e. Resolution 23-\_\_ A Resolution to Authorize a Two-Dollar (\$2.00) Submission Fee for Documents Filed Electronically in the Register of Deed's Office in Hamblen County, Tennessee.

- Motion (Chris Cutshaw/Thomas Doty, all in favor) to approve the Resolution 23-\_\_ A Resolution to Authorize a Two-Dollar (\$2.00) Submission Fee for Documents Filed Electronically in the Register of Deed's Office in Hamblen County, Tennessee.
- f. Resolution 23-\_\_-A Resolution Authorizing Hamblen County to Submit a FY-2023 Grant Application to Expand and Enhance Substance Use Disorder Treatment in Adult Treatment Drug Courts.
  - Motion (Rodney Long/Stan Harville, all in favor) to approve Resolution 23-\_\_ A Resolution Authorizing Hamblen County to Submit a FY-2023 Grant Application to Expand and Enhance Substance Use Disorder Treatment in Adult Treatment Drug Courts.
- g. Resolution 23-\_\_-A Resolution Authorizing Hamblen County to Accept the Contract for the Violent Crime Intervention Fund Grant (VCIF) in the Amount of \$177,361. The State is currently working on the contract document.
  - Motion (Thomas Doty/Stan Harville, all in favor) to approve Resolution 23-\_\_ A Resolution Authorizing Hamblen County to Accept the Contract for the Violent Crime Intervention Fund Grant (VIF) in the amount of \$177,361
- h. Resolution 23-\_\_-A Resolution Authorizing Hamblen County to Accept the Contract for the Epidemiology and Laboratory Capacity (ELC) Confinement Facilities Funding Grant in the Amount of \$296,350.
  - Thomas Doty/Peggy Howell, all in favor) to approve the Resolution 23-\_\_ A Resolution Authorizing Hamblen County to Accept the Contract for the Epidemiology and Laboratory Capacity (ELC) Confinement Facilities Funding Grant in the Amount of \$296,350. The contract document is to be distributed to commissioners Tuesday, March 14, 2023.
- i. Renewal of Hamblen County Sheriff's Department Slip and Mooring Lease Agreement with Cherokee Boat Dock, LLC.
  - Motion (Rodney Long/ Mike Richardson, all in favor) to renew the Hamblen County Sheriff's Department Slip and Mooring Lease with Cherokee Boat Dock, LLC from April 2023 March 2024.
- i. Budget Amendments
  - i. Hamblen County Board of Education Budget Amendment # Increase of \$156,475.64.

    Motion (Thomas Doty/Mike Richardson, all in favor) to approve the Hamblen County Board of Education Budget Amendment 54 Increase of \$156,475.64.
  - ii. Hamblen County Board of Education Budget Amendment #3-School Nutrition Program Increase of \$291,516.13.
    - Motion (Stan Harville/ Peggy Howell., all in favor) to approve the Hamblen County Board of Education Budget Amendment #3-School Nutrition Program Increase of \$291.516.13.
  - iii. Fund #101-County Clerk's Office \$27,000
    - Motion (Chris Cutshaw/Thomas Doty, all in favor) to approve the Budget Amendment for Fund #101 County Clerk's Office for \$27,000 to purchase and install a kiosk for tag renewals to locate outside courtrhouse.
  - iv. Fund #101-County Clerk's Office \$6,000
    - Motion (Stan Harville/Rodney Long, all in favor) to approve the Budget Amendment for Fund #101 County Clerk's Office for \$6,000.
  - v. Fund #101 Drug Court \$500
    - Motion (Thomas Doty/Stan Harville, all in favor) to approve the Budget Amendment for Fund #101 Drug Court for \$500.
  - vi. Fund #101-Jail \$52,500
    - Motion (Stan Harville/Mike Richardson, all in favor) to approve the Budget Amendment for Fund #101 Jail for \$52,500.
  - vii. Fund #101 Jail \$20,707
    - Motion (Thomas Doty/Rodney Long, all in favor) to approve the Budget Amendment for Fund #101 Jail for \$20,707.

viii. Fund #101 Drug Court \$150

Motion (Stan Harville/Peggy Howell, all in favor) to approve the Budget Amendment for Fund #101 Drug Court for \$150.

ix. Fund #131 Highway Department \$300,000

Motion (Chris Cutshaw/Mike Richardson, all in favor) to approve the Budget Amendment for Fund #131 Highway Department for \$300,000 to approve money for paving projects including McBride Road.

#### **Items of Interest (No Action Necessary)**

- a. Planning Commission Building Permit Report -February 2023
- b. County Attorney Invoices February 2023
- c. Budget Amendments
  - i. Fund #101-County Coroner/Medical Examiner \$3,000
  - ii. Fund #101-Courtroom Security \$1,000
  - iii. Fund #101-Juvenile Court \$300
  - iv. Fund #101-Other Finance/Clerk's Satellite Office \$1,000
- d. Trustee Report- February 1, 2023-Febraury 28, 2023
- e. Hamblen County Department of Education Quarterly Expenditures Report-Second Quarter 2022-2023
- f. 2022 Hamblen County Emergency Communications District Annual Operations Report

<u>Adjournment</u> - There being no further business, Chairman Haun adjourned the Finance Committee Meeting at 6:25 p.m.

# Hamblen County Government FINANCE COMMITTEE



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* 

Monday, March 13, 2023

Immediately following the adjournment of the Justice Center/Public Safety Committee

Large Courtroom – Hamblen County Courthouse

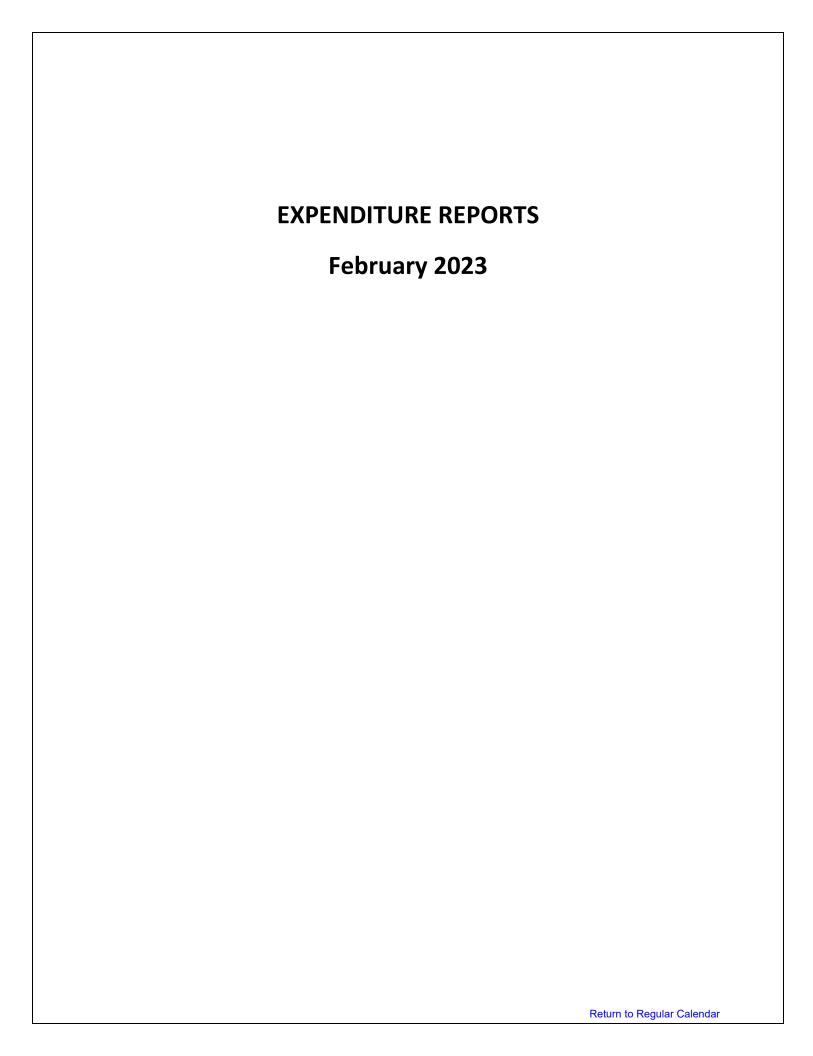
#### **AGENDA**

- 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 3 minutes to speak)
- 3. **Recurring Business** Chairman Bobby Haun
  - a. Expenditure Reports February 2023 (Information Only-No Action Necessary)
  - b. Monthly Checks February 2023 (Information Only-No Action Necessary)
- 4. Old Business Chairman Bobby Haun
  - a. None
- 5. New Business Chairman Bobby Haun
  - a. Lincoln Elementary School Project Presentation-Mr. Arnold Bunch, Director of Schools
  - b. Health Department Purchase Agreement with E-911- $County\ Mayor\ Bill\ Brittain$
  - c. Purchase of Garbage Truck from FY23-24 Budget-Barry Poole, Highway Superintendent
  - d. Employee Health Clinic Lease Renewal-County Mayor Bill Brittain
  - e. Resolution 23-\_\_- A Resolution to Authorize a Two-Dollar (\$2.00) Submission Fee for Documents Filed Electronically in the Register of Deed's Office in Hamblen County, Tennessee-Jim Clawson, Register of Deeds
  - f. Resolution 23-\_\_ A Resolution Authorizing Hamblen County to Submit a FY-2023 Grant Application to Expand and Enhance Substance Use Disorder Treatment in Adult Treatment Drug Courts-Penny Knight, Drug Court Director
  - g. Resolution 23-\_A Resolution Authorizing Hamblen County to Accept the Contract for the Violent Crime Intervention Fund Grant (VCIF) in the Amount of \$177,361-County Mayor Bill Brittain
  - h. Resolution 23-\_\_ A Resolution Authorizing Hamblen County to Accept the Contract for the Epidemiology and Laboratory Capacity (ELC) Confinement Facilities Funding Grant in the Amount of \$296,350-County Mayor Bill Brittain
  - i. Renewal of Hamblen County Sheriff's Department Slip and Mooring Lease Agreement with Cherokee Boat Dock, LLC-Chad Mullins, Sheriff
  - j. Budget Amendments-Finance Director-Amanda Hale
    - i. Hamblen County Board of Education Budget Amendment #5 Increase of \$156,475.64-HCBOE Business Supervisor Traci Antrican
    - ii. Hamblen County Board of Education Budget Amendment #3-School Nutrition Program Increase of \$291,516.13- HCBOE Business Supervisor Traci Antrican

- iii. Fund #101 County Clerk's Office \$27,000
- iv. Fund #101 County Clerk's Office \$6,000
- v. Fund # 101 Drug Court \$500
- vi. Fund #101 Jail \$52,500
- vii. Fund #101 Jail \$20,707
- viii. Fund #101 Drug Court \$150
- ix. Fund #131 Highway Department \$300,000

#### 6 Items of Interest (No Action Necessary) – Chairman Bobby Haun

- a. Planning Commission Building Permit Report- February 2023
- b. County Attorney Invoices -February 2023
- c. Budget Amendments
  - i. Fund #101 County Coroner/Medical Examiner \$3,000
  - ii. Fund #101 Courtroom Security \$1,000
  - iii. Fund #101 Juvenile Court \$300
  - iv. Fund #101 Other Finance/Clerk's Satellite Office \$1,000
- d. Trustee Report- February 1, 2023 February 28, 2023
- e. Hamblen County Department of Education Quarterly Expenditures Report-Second Quarter 2022-2023
- f. 2022 Hamblen County Emergency Communications District Annual Operations Report
- 7. Adjournment Chairman Bobby Haun



February 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	11,342.14	113,444.13	26,036.00	65,583.87	31.98%
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	19,538.20	153,848.73	7,592.14	83,920.13	34.20%
51400 County Attorney	31,303.00	0.00	31,303.00	1,052.66	10,765.51	0.00	20,537.49	65.61%
51500 Election Commission	387,210.00	2,400.00	389,610.00	19,186.14	234,196.35	3,666.23	151,747.42	38.95%
51600 Register Of Deeds	382,449.00	0.00	382,449.00	30,268.74	235,924.43	9,365.48	137,159.09	35.86%
51720 Planning	264,463.00	3,200.00	267,663.00	20,221.46	152,656.47	1,814.63	113,191.90	42.29%
51750 Codes Compliance	61,703.00	0.00	61,703.00	4,782.77	38,817.82	122.28	22,762.90	36.89%
51760 Geographical Information Systems	94,556.00	0.00	94,556.00	25,686.27	54,848.57	139.99	39,567.44	41.85%
51810 Other Facilities	919,606.00	0.00	919,606.00	72,193.83	545,700.02	32,732.08	341,173.90	37.10%
51910 Preservation Of Records	22,250.00	6,580.00	28,830.00	2,113.33	17,911.47	1,995.41	8,923.12	30.95%
52100 Accounting And Budgeting	524,677.00	0.00	524,677.00	33,415.61	281,840.51	2,039.61	240,796.88	45.89%
52300 Property Assessor's Office	377,604.00	0.00	377,604.00	47,314.00	238,281.45	756.75	138,565.80	36.70%
52310 Reappraisal Program	160,890.00	0.00	160,890.00	4,076.28	32,729.45	6,875.12	121,285.43	75.38%
52400 County Trustee's Office	398,117.00	5,000.00	403,117.00	30,241.18	260,315.06	1,878.54	140,923.40	34.96%
52500 County Clerk's Office	733,909.00	10,000.00	743,909.00	49,968.40	401,392.74	3,788.29	338,727.97	45.53%
52600 Data Processing	157,436.00	0.00	157,436.00	9,351.82	96,439.21	17,843.07	43,153.72	27.41%
52900 Other Finance	342,614.00	0.00	342,614.00	28,610.96	204,043.81	10,613.64	127,956.55	37.35%
53100 Circuit Court	988,337.00	0.00	988,337.00	72,349.56	582,791.05	10,340.24	395,205.71	39.99%
53300 General Sessions Court	658,905.00	2,000.00	660,905.00	46,669.38	374,183.08	1,211.66	285,510.26	43.20%
53330 Drug Court	144,829.00	0.00	144,829.00	14,003.37	87,853.32	777.66	56,198.02	38.80%
53400 Chancery Court	399,992.00	3,357.00	403,349.00	29,292.06	249,982.76	11,049.67	142,316.57	35.28%
53500 Juvenile Court	394,053.00	0.00	394,053.00	42,444.79	221,708.53	3,258.13	169,086.34	42.91%
53920 Courtroom Security	960,122.00	600.00	960,722.00	80,594.10	496,458.85	11,218.55	453,044.60	47.16%

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## HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected: 101

#### 101 General Fund

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
53930 Victim Assistance Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
54110 Sheriff's Department	3,810,581.00	-1,189.40	3,809,391.60	327,213.42	2,180,747.88	174,162.87	1,454,480.85	38.18%
54160 Administration Of The Sexual Offender	6,000.00	0.00	6,000.00	0.00	1,641.66	192.63	4,165.71	69.43%
54210 Jail	4,904,599.00	0.00	4,904,599.00	311,270.34	2,725,004.22	404,917.89	1,774,676.89	36.18%
54220 Workhouse	107,725.00	0.00	107,725.00	8,482.14	65,457.40	0.00	42,267.60	39.24%
54250 Work Release Program	332,560.00	0.00	332,560.00	16,524.51	135,112.58	2,850.19	194,597.23	58.51%
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	8,328.29	67,372.51	2,553.04	48,363.45	40.89%
54490 Other Emergency Management	187,789.00	0.00	187,789.00	0.00	140,841.75	0.00	46,947.25	25.00%
54510 Inspection And Regulation	6,844.00	0.00	6,844.00	484.44	3,875.52	368.50	2,599.98	37.99%
54610 County Coroner/Medical Examiner	197,840.00	0.00	197,840.00	15,031.25	104,013.68	21,039.05	72,787.27	36.79%
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	48,673.26	390,551.79	9,461.72	485,053.49	54.80%
55120 Rabies And Animal Control	380,032.00	0.00	380,032.00	30,490.43	239,245.71	1,020.90	139,765.39	36.78%
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	170.00	12,670.00	0.00	14,830.00	53.93%
55710 Sanitation Management	19,000.00	0.00	19,000.00	0.00	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	0.00	233,550.00	0.00	95,950.00	29.12%

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February 2022-2023

#### **HAMBLEN COUNTY ACCOUNTS & BUDGETS**

Fund(s) Selected: 101

#### 101 General Fund

56700 Other Social, Cultural And Recreational         351,000.00         0.00         351,000.00         0.00         351,000.00         0.00         193,500.00         0.00         157,500.00         445,755.00         457,000.00         457,500.00         457,500.00         457,500.00         457,500.00         457,500.00         457,000.00         457,500.00         457,000.00         457,000.00         457,000.00         457,000.00         457,000.00         457,000.00         457,000.00         457,000.00         457,000.00         457,000.00         457,000.00         457,000.00         457,000.00         457,000.00		Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
55900 Other Social, Cultural And Recreational         35,000.00         0.00         38,43.00         183,736.00         123.82         91,761.46         0.00         91,974.54         55,7300           57300 Forest Service         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         19,232.09         35         560.00         0.00         15,460.00         83.86         6,505.73         6,530.00         22,424.27         63         5810         10 mustrial Development         641,000.00         0.00         641,000.00         0.00         54,700.00         0.00         55,500.00         0.00         590,500.00         590,500.00         590,500.00         13,817.68         35         380.00         0.00         35,380.00         0.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00	56700	Parks And Fair Boards	333,138.00	0.00	333,138.00	21,476.61	189,800.98	7,070.60	136,266.42	40.90%
57100 Agricultural Extension Service         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,000.00         0.00         1,232.09         35           57800 Storm Water Management         35,460.00         0.00         54,700.00         0.00         35,860.00         83.86         6,505.73         6,530.00         22,424.27         65           58110 Tourism         54,700.00         0.00         641,000.00         0.00         50,500.00         0.00         590,500.00         90           58120 Industrial Development         641,000.00         0.00         641,000.00         0.00         50,500.00         0.00         590,500.00         90           58300 Veterans' Services         35,380.00         0.00         35,380.00         2,658.75         21,247.33         314.99         13,817.68         35         380.00         2,658.75         21,247.33         314.99         13,817.68         36         36	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%
57500 Forest Service 1,000.00 54,458.00 0.00 54,458.00 6,321.41 35,225.91 0.00 19,232.09 35,57500 Storm Water Management 35,460.00 0.00 35,460.00 83.86 6,505.73 6,530.00 22,424.27 63,58110 Tourism 54,700.00 0.00 54,700.00 0.00 38,858.39 0.00 15,841.61 28,58120 Industrial Development 641,000.00 0.00 641,000.00 0.00 50,500.00 0.00 590,500.00 92,58300 Veterans' Services 35,380.00 0.00 35,380.00 2,658.75 21,247.33 314.99 13,817.68 35,58600 Employee Benefits 709,785.00 -5,000.00 704,785.00 1,405.78 568,186.50 0.00 136,598.50 15,58900 Miscellaneous 305,404.00 0.00 305,404.00 0.00 167,741.87 0.00 137,662.13 45,73300 Community Services 6,000.00 0.00 6,000.00 0.00 5,000.00 0.00 1,000.00	57100	Agricultural Extension Service	179,893.00	3,843.00	183,736.00	123.82	91,761.46	0.00	91,974.54	50.06%
57500 Soli Conservation         34,385.00         0.00         35,460.00         83.86         6,505.73         6,530.00         22,424.27         65           58110 Tourism         54,700.00         0.00         54,700.00         0.00         38,858.39         0.00         15,841.61         22           58120 Industrial Development         641,000.00         0.00         641,000.00         0.00         50,500.00         0.00         590,500.00         9           58300 Veterans' Services         35,380.00         0.00         35,380.00         2,658.75         21,247.33         314.99         13,817.68         35           58600 Employee Benefits         709,785.00         -5,000.00         704,785.00         1,405.78         568,186.50         0.00         136,598.50         15,890.00         1405.78         568,186.50         0.00         136,598.50         15,890.00         1405.78         568,186.50         0.00         136,598.50         15,890.00         136,740.00         0.00         167,741.87         0.00         137,662.13         48         73300         Community Services         6,000.00         0.00         6,000.00         0.00         5,000.00         0.00         130,431.10         464,575.49         78,043.41         11         91120         Adminis	57300	Forest Service	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	0.00	0.00%
58110 Tourism         54,700.00         0.00         54,700.00         0.00         38,858.39         0.00         15,841.61         26           58120 Industrial Development         641,000.00         0.00         641,000.00         0.00         50,500.00         0.00         590,500.00         92           58300 Veterans' Services         35,380.00         0.00         35,380.00         2,658.75         21,247.33         314.99         13,817.68         35           58600 Employee Benefits         709,785.00         -5,000.00         704,785.00         1,405.78         568,186.50         0.00         136,598.50         15           58900 Miscellaneous         305,404.00         0.00         305,404.00         0.00         167,741.87         0.00         137,662.13         44           73300 Community Services         6,000.00         0.00         6,000.00         0.00         5,000.00         0.00         10,000.00         1,000.00         1           91110 General Administration Projects         255,000.00         418,050.00         673,050.00         100.00         130,431.10         464,575.49         78,043.41         11           91120 Administration Of Justice Projects         0.00         0.00         0.00         0.00         0.00         0.00<	57500	Soil Conservation	54,458.00	0.00	54,458.00	6,321.41	35,225.91	0.00	19,232.09	35.32%
58110 Tourism         54,700.00         0.00         641,000.00         0.00         641,000.00         0.00         50,500.00         0.00         590,500.00         9           58200 Veterans' Services         35,380.00         0.00         35,380.00         2,658.75         21,247.33         314.99         13,817.68         35,800.00         2,658.75         21,247.33         314.99         13,817.68         35,800.00         1,405.78         568,186.50         0.00         136,598.50         15,800.00         1,405.78         568,186.50         0.00         137,662.13         44,800.00         0.00         305,404.00         0.00         305,404.00         0.00         167,741.87         0.00         137,662.13         44,733.00         44,765.40         0.00         167,741.87         0.00         137,662.13         44,765.21         44,	57800	Storm Water Management	35,460.00	0.00	35,460.00	83.86	6,505.73	6,530.00	22,424.27	63.24%
58120 Industrial Development 581,000.00 58300 Veterans' Services 35,380.00 58300 Veterans' Services 35,380.00 58600 Employee Benefits 709,785.00 58900 Miscellaneous 305,404.00 0.00 305,404.00 0.00 305,404.00 0.00 167,741.87 0.00 137,662.13 48 73300 Community Services 6,000.00 0.00 6,000.00 0.00 5,000.00 0.00 1,000.00	58110	Tourism	54,700.00	0.00	54,700.00	0.00	38,858.39	0.00	15,841.61	28.96%
58300 Veterans' Services         35,300.00         50,000.00         704,785.00         1,405.78         568,186.50         0.00         136,598.50         15,590.00           58900 Miscellaneous         305,404.00         0.00         305,404.00         0.00         167,741.87         0.00         137,662.13         45,73300           73300 Community Services         6,000.00         0.00         6,000.00         0.00         5,000.00         0.00         1,000.00         167,741.87         0.00         1,000.00         167,741.87         0.00         1,000.00         167,741.87         0.00         1,000.00         167,000.00         0.00         5,000.00         0.00         0.00         1,000.00	58120	Industrial Development	641,000.00	0.00	641,000.00	0.00	50,500.00	0.00	590,500.00	92.12%
58600 Employee Benefits         705,785.00         5,000.00         704,765.00         1,455.00         1,455.10         65,000.00         137,662.13         45           58900 Miscellaneous         305,404.00         0.00         305,404.00         0.00         167,741.87         0.00         137,662.13         45           73300 Community Services         6,000.00         0.00         6,000.00         0.00         5,000.00         0.00         1,000.00         16           91110 General Administration Projects         255,000.00         418,050.00         673,050.00         100.00         130,431.10         464,575.49         78,043.41         11           91120 Administration Of Justice Projects         0.00         74,503.50         4         9140.00         15,500.00         0.00         0.00         0.00         0.00         0.00         0.00	58300	Veterans' Services	35,380.00	0.00	35,380.00	2,658.75	21,247.33	314.99	13,817.68	39.06%
73300 Community Services 6,000.00 0.00 6,000.00 0.00 5,000.00 0.00 1,000.00 16 91110 General Administration Projects 255,000.00 418,050.00 673,050.00 100.00 130,431.10 464,575.49 78,043.41 11 91120 Administration Of Justice Projects 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	58600	Employee Benefits	709,785.00	-5,000.00	704,785.00	1,405.78	568,186.50	0.00	136,598.50	19.38%
91110 General Administration Projects 255,000.00 418,050.00 673,050.00 100.00 130,431.10 464,575.49 78,043.41 1191120 Administration Of Justice Projects 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	58900	Miscellaneous	305,404.00	0.00	305,404.00	0.00	167,741.87	0.00	137,662.13	45.08%
91120 Administration Of Justice Projects 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	73300	Community Services	6,000.00	0.00	6,000.00	0.00	5,000.00	0.00	1,000.00	16.67%
91120 Administration Of Justice Projects  91130 Public Safety Projects  174,557.00  71,678.00  246,235.00  0.00  1,755,496.50  1,755,496.50  1,755,496.50  0.00  74,503.50  91150 Social, Cultural And Recreation Projects  0.00  25,175.00  25,175.00  0.00  0.00  15,500.00  0.00  0.00  9,675.00  91200 Highway And Street Capital Projects  0.00  211,400.00  650,000.00  861,400.00  42,958.56  904,358.56  0.00  -42,958.56  -44,958.56  904,358.56  0.00  -42,958.56  -44,958.56  -45,000.05  91200 Highway And Street Capital Projects  9100 Transfers Out	91110	General Administration Projects	255,000.00	418,050.00	673,050.00	100.00	130,431.10	464,575.49	78,043.41	11.60%
91140 Public Health And Welfare Projects  91140 Public Health And Welfare Projects  91150 Social, Cultural And Recreation Projects  91190 Other General Government Proje  91200 Highway And Street Capital Projects  91140 Other General Government Proje  9150 Social, Cultural And Recreation Projects  9160 Other General Government Proje  9170 Other General Government Proje  9180 Other General Government Proje  9190 Othe	91120	Administration Of Justice 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  91190 Other General Government Proje  0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	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%
91150 Social, Cultural And Recreation Projects  91190 Other General Government Proje  91200 Highway And Street Capital Projects  9100 Transfers Out  9100 Transfers Out  9100 Transfers Out  91150 Social, Cultural And Recreation Projects  0.00 25,175.00 25,175.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	91140	Public Health And Welfare Projects	0.00	1,830,000.00	1,830,000.00	1,755,496.50	1,755,496.50	0.00	74,503.50	4.07%
91200 Highway And Street Capital Projects  9100 Transfers Out	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%
99100 Transfers Out  211,400.00 650,000.00 861,400.00 42,958.56 904,358.56 0.00 -42,958.56   211,400.00 650,000.00 861,400.00 42,958.56 904,358.56 0.00 -42,958.56   211,400.00 650,000.00 861,400.00 42,958.56 904,358.56 0.00 -42,958.56 904,358.56 0.00 -42,958.56 904,358.56 90	91190	Other General Government Proje	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
99100 Transfers Out 211,400.00 050,500.00 061,400.00 42,500.00 051,500.00 051,400.00 42,500.00 051,500.00 051,400.00 051,	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%
24 002 725 00 2 200 042 50 27 472 578 50 3 202 040 42 15 800 857 49 1 450 562 84 10 213.158.27 37	99100	Transfers Out	211,400.00	650,000.00	861,400.00	42,958.56	904,358.56	0.00	-42,958.56	-4.99%
General Fund #(101) 24,092,735.00 3,380,943.00 27,473,076.00 3,252,010.42 13,005,637.45 1,450,652.04 16,216,7652.		General Fund #(101)	24,092,735.00	3,380,943.60	27,473,678.60	3,292,010.42	15,809,857.49	1,450,662.84	10,213,158.27	37.17%

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February 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	291,309.15	3,910,880.15	274,423.39	1,916,872.97	317,407.18	1,676,600.00	42.87%
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	291,309.15	3,930,980.15	274,423.39	1,936,972.97	317,407.18	1,676,600.00	42.65%

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February 2022-2023

# HAMBLEN COUNTY ACCOUNTS & BUDGETS 131 Highway

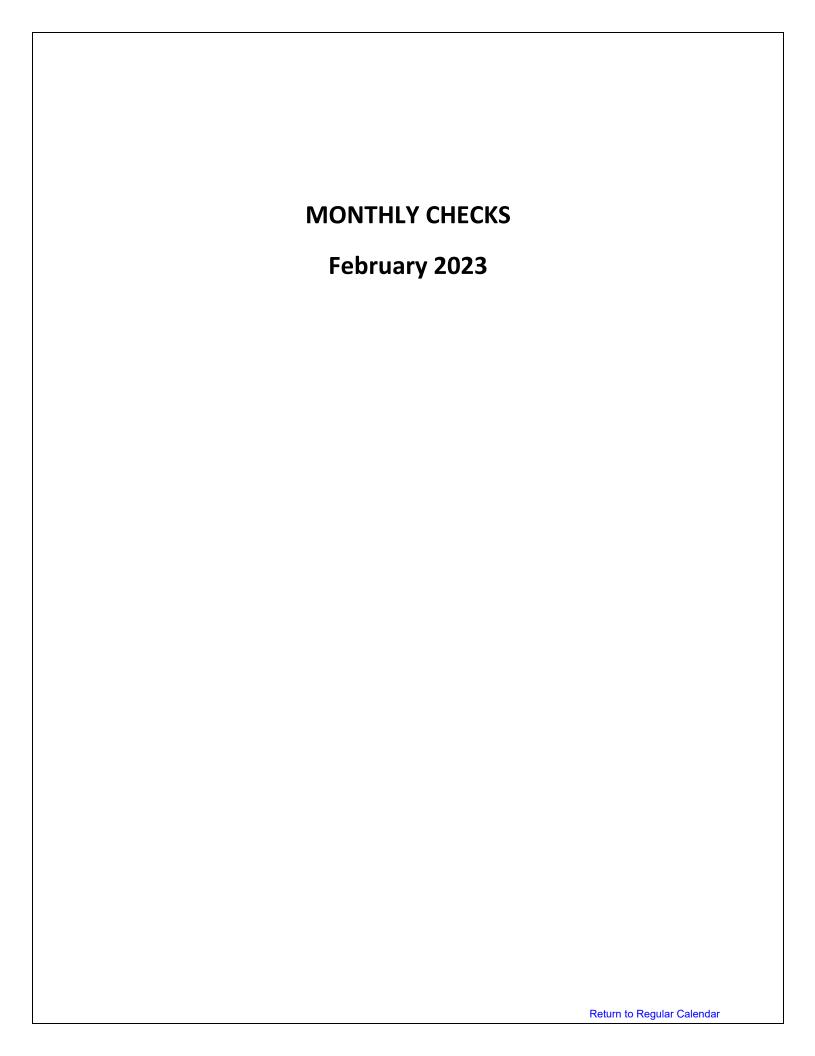
Fund(s) Selected:

131

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
61000 Administration	471,522.00	0.00	471,522.00	30,890.97	307,882.22	4,997.00	158,642.78	33.64%
62000 Highway And Bridge Maintenance	1,977,365.00	75,000.00	2,052,365.00	139,711.16	1,138,173.37	77,672.86	836,518.77	40.76%
63100 Operation And Maintenance Of Equipment	453,679.00	64,000.00	517,679.00	70,059.39	306,986.73	80,679.64	130,012.63	25.11%
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	1,995.00	954,977.09	0.00	334,456.66	25.94%
99100 Transfers Out	28,500.00	0.00	28,500.00	0.00	28,500.00	0.00	0.00	0.00%
Highway/Public Works Fund (#131)	4,058,791.00	325,433.75	4,384,224.75	242,656.52	2,751,238.41	163,349.50	1,469,636.84	33.52%

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Amount Paid ACCT OB Name Date Check Nbr Description Fund: General Fund #(101) 19.89 1010275790 Century Link/Business Services 02/02/2023 307 Communication 51300 42.65 1010275830 Verizon Wireless 02/02/2023 51300 307 Communication 90.00 02/16/2023 1010275873 AT&T 51300 307 Communication 238.25 02/02/2023 1010275787 Canon Solutions America, Inc. 51300 351 Rentals 212.80 1010275876 Canon Solutions America, Inc. 02/16/2023 51300 351 Rentals 419.44 02/09/2023 1010275844 HomeTrust Bank 51300 355 Travel 174.23 9101000224 William H Brittain 02/09/2023 51300 355 Travel 650.00 1010275858 South Marketing Group 02/09/2023 Other Charges 51300 599 8.45 1010275881 English Mountain Spring Water 02/16/2023 51300 599 Other Charges Total: 1.855.71 Check Count: 9 51300 County Mayor/Executive 945.00 02/09/2023 1010275834 Capps & Byrd LLP 51400 Legal Services 945.00 1 Total: Check Count: County Attorney 51400 3.01 1010275790 Century Link/Business Services 02/02/2023 307 51500 Communication -8.6902/16/2023 1010275873 AT&T 51500 307 Communication 50.00 02/02/2023 1010275800 Kiwanis Club Of Morristown 51500 Legal Notices, Recording And Court Costs 84.37 02/02/2023 1010275787 Canon Solutions America, Inc. 51500 351 Rentals 72.06 02/16/2023 1010275876 Canon Solutions America, Inc. 51500 351 Rentals 272.30 1010275796 Evans Office Supply Co 02/02/2023 51500 435 Office Supplies 209.13 1010275798 Independent Tabulation 02/02/2023 51500 435 Office Supplies 221.26 1010275844 HomeTrust Bank 02/09/2023 51500 435 Office Supplies 21.00 1010275881 English Mountain Spring Water 51500 Office Supplies 02/16/2023 924,44 Total: **Check Count:** 51500 **Election Commission** 1.76 1010275790 Century Link/Business Services 02/02/2023 51600 307 Communication 41.90 1010275796 Evans Office Supply Co 02/02/2023 51600 435 Office Supplies

1010275822 Travelers

02/02/2023

51600

Office Supplies

50.00

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ACCT	ОВ	Name	Date	Check Nbr	Description	Amount Paid
Fund:	Gene	ral Fund #(101)				
51600	709	Data Processing Equipment	02/02/2023	1010275786	Business Information Systems	27.00
51600	709	Data Processing Equipment	02/09/2023	1010275833	Business Information Systems	1,253.10
51600	709	Data Processing Equipment	02/16/2023	1010275875	Business Information Systems	8.50
51600		Register Of Deeds			Check Count: 6 Total	1,382.26
51720	307	Communication	02/02/2023	1010275790	Century Link/Business Services	4.43
51720	307	Communication	02/02/2023	1010275830	Verizon Wireless	181.80
51720	312	Contracts With Private Agencies	02/09/2023	1010275849	Robert Montgomery	320.00
51720	312	Contracts With Private Agencies	02/23/2023	1010275930	Robert Montgomery	80.00
51720	331	Legal Services	02/09/2023	1010275834	Capps & Byrd LLP	367.50
51720	332	Legal Notices, Recording And Court Costs	02/16/2023	1010275879	Citizen Tribune	77.90
51720	338	Maintenance And Repair Services - Vehicles	02/02/2023	1010275825	Ultimate Shine 3 Minute Express Car Wash	15.00
51720	338	Maintenance And Repair Services - Vehicles	02/16/2023	1010275910	Ultimate Shine 3 Minute Express Car Wash	15.00
51720	349	Printing, Stationery And Forms	02/23/2023	1010275931	Morristown Signs, Inc	240.00
51720	351	Rentals	02/02/2023	1010275787	Canon Solutions America, Inc	58.68
51720	351	Rentals	02/16/2023	1010275876	Canon Solutions America, Inc	60.27
51720	425	Gasoline	02/16/2023	1010275883	Fuelman	101.38
51720		Planning			Check Count: 12 Tota	I: 1,521.96
51760	309	Contracts With Government Agencies	02/02/2023	1010275792	City of Morristown	21,262.03
51760		Geographical Information Systems			Check Count: 1 Tota	I: 21,262.03
51810	307	Communication	02/02/2023	1010275830	Verizon Wireless	236.81
51810	307	Communication	02/16/2023	1010275872	AT&T	660.53
51810	307	Communication	02/16/2023	1010275873	AT&T	488.34
51810	307	Communication	02/16/2023	1010275903	Telecom Audit Group LLC	1,180.60
51810	307	Communication	02/23/2023	1010275929	MetTel	383.69
51810	334	Maintenance Agreements	02/02/2023	1010275821	TN Dept Of Labor Workforce Development	0.00

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ACCT	ОВ	Name	Date	Check Nbr	Description	Amount Paid
Fund:	Gene	eral Fund #(101)				
51810	334	Maintenance Agreements	02/09/2023	1010275832	Bullzye Fire Extinguisher Co	479.50
51810	334	Maintenance Agreements	02/09/2023	1010275852	Murrell Burglar Alarm Co Inc	489.16
51810	334	Maintenance Agreements	02/16/2023	1010275908	TN Dept Of Labor Workforce Development	55.00
51810	335	Maintenance And Repair Service - Buildings	02/02/2023	1010275791	City Electric Supply	823.55
51810	335	Maintenance And Repair Service - Buildings	02/02/2023	1010275796	Evans Office Supply Co	43.73
51810	335	Maintenance And Repair Service - Buildings	02/02/2023	1010275802	Lowe's	775,33
51810	335	Maintenance And Repair Service - Buildings	02/09/2023	1010275837	Fenco Supply Co	215.24
51810	335	Maintenance And Repair Service - Buildings	02/09/2023	1010275844	HomeTrust Bank	26.97
51810	335	Maintenance And Repair Service - Buildings	02/09/2023	1010275850	Morristown Signs, Inc	60.00
51810	335	Maintenance And Repair Service - Buildings	02/09/2023	1010275860	T.E.G. Enterprises, Inc	285.00
51810	335	Maintenance And Repair Service - Buildings	02/16/2023	1010275868	Access Unlimited	8.00
51810	335	Maintenance And Repair Service - Buildings	02/16/2023	1010275892	Morristown Signs, Inc	20.00
51810	335	Maintenance And Repair Service - Buildings	02/16/2023	1010275900	Roto-Rooter	670.00
51810	335	Maintenance And Repair Service - Buildings	02/16/2023	1010275912	United Elevator Services LLC	2,745.00
51810	338	Maintenance And Repair Services - Vehicles	02/02/2023	1010275825	Ultimate Shine 3 Minute Express Car Wash	45.00
51810	338	Maintenance And Repair Services - Vehicles	02/16/2023	1010275910	Ultimate Shine 3 Minute Express Car Wash	45.00
51810	399	Other Contracted Services	02/16/2023	1010275881	English Mountain Spring Water	29.00
51810	410	Custodial Supplies	02/02/2023	1010275799	Kelsan Inc	1,940.20
51810	410	Custodial Supplies	02/16/2023	1010275911	Unifirst	198.80
51810	415	Electricity	02/16/2023	1010275893	Morristown Utilities	543.69
51810	415	Electricity	02/23/2023	1010275932	Morristown Utilities	25,457.00
51810	425	Gasoline	02/16/2023	1010275883	Fuelman	414.18
51810	434	Natural Gas	02/16/2023	1010275874	Atmos Energy	4,732.74
51810	451	Uniforms	02/16/2023	1010275911	Unifirst	212.42
51810	717	Maintenance Equipment	02/23/2023	1010275928	Lane Sales Power Equipment	649.98
51810		Other Facilities			Check Count: 30	Total: 43,914.46

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ACCT	ОВ	Name	Date —	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
51910	351	Rentals	02/02/2023	1010275787	Canon Solutions America, Inc		60.33
51910	351	Rentals	02/16/2023	1010275876	Canon Solutions America, Inc		59.80
51910	435	Office Supplies	02/16/2023	1010275884	Gaylord Bros		542.57
51910	435	Office Supplies	02/23/2023	1010275940	University Products, Inc		115.19
51910		Preservation Of Records			Check Count: 4	Total:	777.89
52100	320	Dues And Memberships	02/09/2023	1010275844	HomeTrust Bank		30.00
52100	435	Office Supplies	02/02/2023	1010275796	Evans Office Supply Co		40.50
52100	435	Office Supplies	02/09/2023	1010275844	HomeTrust Bank		128.47
52100	435	Office Supplies	02/02/2023	9101000222	Johnna Harrell		100.00
52100	524	In Service/Staff Development	02/09/2023	1010275844	HomeTrust Bank		1,595.00
52100		Accounting And Budgeting			Check Count: 3	Total:	1,893.97
52300	307	Communication	02/02/2023	1010275790	Century Link/Business Services		1.96
52300	309	Contracts With Government Agencies	02/09/2023	1010275862	TN, State of		16,796.00
52300	338	Maintenance And Repair Services - Vehicles	02/02/2023	1010275810	Porter's Tire Store Inc.		63.99
52300	338	Maintenance And Repair Services - Vehicles	02/02/2023	1010275825	Ultimate Shine 3 Minute Express Car Wash		30.00
52300	338	Maintenance And Repair Services - Vehicles	02/16/2023	1010275910	Ultimate Shine 3 Minute Express Car Wash		30.00
52300	425	Gasoline	02/16/2023	1010275883	Fuelman		200.84
52300	435	Office Supplies	02/16/2023	1010275881	English Mountain Spring Water		57.00
52300		Property Assessor's Office			Check Count: 7	Total:	17,179.79
52310	351	Rentals	02/02/2023	1010275787	Canon Solutions America, Inc		71.09
52310	351	Rentals	02/16/2023	1010275876	Canon Solutions America, Inc	7	60.81
52310		Reappraisal Program			Check Count: 2	Total:	131.90
52400	307	Communication	02/02/2023	1010275790	Century Link/Business Services		0.02
52400	351	Rentals	02/02/2023	1010275787	Canon Solutions America, Inc		63.22

**Amount Paid** Check Nbr Description Date ACCT OB Name Fund: General Fund #(101) 62.37 1010275876 Canon Solutions America, Inc. 02/16/2023 52400 351 Rentals 15.00 1010275881 English Mountain Spring Water 02/16/2023 435 Office Supplies 52400 Total: 140.61 **Check Count:** 52400 **County Trustee's Office** 10.68 1010275790 Century Link/Business Services 02/02/2023 52500 307 Communication 47.75 1010275830 Verizon Wireless Communication 02/02/2023 52500 307 65.28 1010275787 Canon Solutions America, Inc. 02/02/2023 351 Rentals 52500 62.93 02/16/2023 1010275876 Canon Solutions America, Inc. 351 Rentals 52500 100.87 02/23/2023 9101000229 Peggy Henderson 52500 355 Travel 587.00 1010275796 Evans Office Supply Co 02/02/2023 52500 435 Office Supplies 29.00 1010275881 English Mountain Spring Water 02/16/2023 52500 435 Office Supplies 3,050.00 1010275833 Business Information Systems 52500 Data Processing Equipment 02/09/2023 709 **Check Count:** 3,953.51 8 Total: 52500 County Clerk's Office 26.00 1010275830 Verizon Wireless 02/02/2023 52600 307 Communication 343.75 1010275839 Foothills Netcom, Inc. 02/09/2023 52600 312 Contracts With Private Agencies 1,042,18 Contracts With Private Agencies 02/16/2023 1010275895 MUS Fibernet 52600 89.99 1010275824 Robert Tucker 02/02/2023 **Data Processing Services** 52600 317 1.810.40 1010275921 GovConnection, Inc. 02/23/2023 **Data Processing Services** 52600 317 44.88 1010275788 CDW Government, Inc 02/02/2023 52600 Data Processing Equipment 73.80 1010275802 Lowe's 52600 709 Data Processing Equipment 02/02/2023 Total: 3,431.00 **Check Count:** 7 52600 **Data Processing** 2.07 1010275790 Century Link/Business Services 02/02/2023 52900 307 Communication 77.67 1010275873 AT&T Communication 02/16/2023 52900 307 118.20 1010275807 MUS Fibernet 02/02/2023 **Data Processing Services** 52900 317 2.100.00 1010275812 Mark Sawyer 02/02/2023 52900 330 Operating Lease Payments 27.00 1010275882 Fish Window Cleaning

02/16/2023

52900

Maintenance And Repair Service - Buildings

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	eral Fund #(101)					
52900	351	Rentals	02/02/2023	1010275787	Canon Solutions America, Inc		46.69
52900	351	Rentals	02/09/2023	1010275854	Quality Waste		33.00
52900	351	Rentals	02/16/2023	1010275876	Canon Solutions America, Inc		44.71
52900	415	Electricity	02/02/2023	1010275803	Morristown Utilities		944.00
52900	435	Office Supplies	02/02/2023	1010275796	Evans Office Supply Co		162.00
52900	435	Office Supplies	02/16/2023	1010275881	English Mountain Spring Water		22.00
52900		Other Finance			Check Count: 11	Total:	3,577.34
53100	194	Jury And Witness Expense	02/16/2023	1010275880	Dutch Restaurant Group, LLC		508.47
53100	194	Jury And Witness Expense	02/23/2023	1010275941	Jessica Anderson		40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275942	Lisa Archer		60.00
53100	194	Jury And Witness Expense	02/23/2023	1010275943	Kristi Atkins		20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275944	Ashley Ball		20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275945	Robert Bernie		40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275946	Andrew Bibbins		40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275947	Samuel Bible		40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275948	Jonathan Blair		40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275949	Barbara Buckles		40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275950	Glenn Cameron		20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275951	Allison Carpenter		40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275952	Charles D Christensen		40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275953	Rickie Cline		60.00
53100	194	Jury And Witness Expense	02/23/2023	1010275954	Charles Conklin		20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275955	Peggy Conway		20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275956	Perry Cook		60.00
53100	194	Jury And Witness Expense	02/23/2023	1010275957	David Covington		20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275958	Patricia Dawley		20.00

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ACCT	ОВ	Name	Date	Check Nbr	Description	Amount Paid
					Carrier Towns West Trail Size	
Fund:	Gene	eral Fund #(101)				
53100	194	Jury And Witness Expense	02/23/2023	1010275959	Daniel Greene	60,00
53100	194	Jury And Witness Expense	02/23/2023	1010275960	Susie Hayes	20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275961	Sierra Haywood	20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275962	Caroline Helton	20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275963	Derek Hicks	20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275964	Elijah Hodge	40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275965	William Hopson	40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275966	Jeffrey Isom	20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275967	Edward Jones	20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275968	Kathleen Klose	60.00
53100	194	Jury And Witness Expense	02/23/2023	1010275969	Jason Lemka	20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275970	Kenneth Lemka	40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275971	Tammy McBride	40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275972	Sharon McDavid	40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275973	Robert Lynn McKinney	40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275974	Paula Moles	40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275975	Patricia Nash	60.00
53100	194	Jury And Witness Expense	02/23/2023	1010275976	Alejandro Newman	20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275977	Jeffrey Noe	40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275978	Anne Orzechowski	20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275979	Laverna Pate	60.00
53100	194	Jury And Witness Expense	02/23/2023	1010275980	Calvin Pennala	40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275981	Donna Purkey	40-00
53100	194	Jury And Witness Expense	02/23/2023	1010275982	Rita Z Purkey	20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275983	Kathy Ramsey	40.00
53100	194	Jury And Witness Expense	02/23/2023	1010275984	Stella Reed	20.00
53100	194	Jury And Witness Expense	02/23/2023	1010275985	Lowell Richards	20.00

3/2/2023 10:56:38 AM Date/Time: **Amount Paid Check Nbr** Description Date ACCT OB Name Fund: General Fund #(101) 40.00 1010275986 Birdie Russell 02/23/2023 Jury And Witness Expense 53100 194 40.00 02/23/2023 1010275987 Mark Seahorn 53100 194 Jury And Witness Expense 40.00 1010275988 Jennifer Sebastian Jury And Witness Expense 02/23/2023 53100 194 20.00 1010275989 Debra Smith 02/23/2023 Jury And Witness Expense 53100 194 20.00 1010275990 Mary Sorenson 02/23/2023 Jury And Witness Expense 53100 194 40.00 1010275991 Gwenndolyn Stout 02/23/2023 53100 194 Jury And Witness Expense 20.00 02/23/2023 1010275992 Paul Stump 53100 194 Jury And Witness Expense 20.00 1010275993 Jean Ann Trent 02/23/2023 53100 194 Jury And Witness Expense 60.00 1010275994 Laura Trent 02/23/2023 53100 194 Jury And Witness Expense 60.00 02/23/2023 1010275995 Edwina Waldo 53100 194 Jury And Witness Expense 40.00 1010275996 Donald Walker 02/23/2023 Jury And Witness Expense 53100 20.00 1010275997 Jamie White 02/23/2023 53100 Jury And Witness Expense 194 20.00 02/23/2023 1010275998 Michael Winstead 53100 194 Jury And Witness Expense 20.00 02/23/2023 1010275999 Ronnie J Witt Jury And Witness Expense 53100 194 20.00 02/23/2023 1010276000 Brett Younger Jury And Witness Expense 53100 194 6.65 1010275790 Century Link/Business Services 02/02/2023 53100 307 Communication 23.20 1010275830 Verizon Wireless 02/02/2023 Communication 53100 307 39.19 1010275873 AT&T 02/16/2023 53100 307 Communication 62.43 1010275879 Citizen Tribune 02/16/2023 53100 332 Legal Notices, Recording And Court Costs 252.00 1010275899 R Chatfield Co, Inc 02/16/2023 53100 349 Printing, Stationery And Forms 112.00 Printing, Stationery And Forms 02/16/2023 1010275901 Shred-It 53100 349 347.77 1010275787 Canon Solutions America, Inc. 02/02/2023 53100 351 Rentals 328.32 1010275876 Canon Solutions America, Inc. 02/16/2023 53100 351 Rentals 433.56 1010275796 Evans Office Supply Co 02/02/2023 53100 435 Office Supplies 84.00 1010275924 Hamblen County Clerk 53100 435 Office Supplies 02/23/2023

**Circuit Court** 

53100

**Check Count:** 

71

Total:

4,237.59

**Amount Paid** Date Check Nbr Description OB Name ACCT Fund: General Fund #(101) 2.62 02/02/2023 1010275790 Century Link/Business Services Communication 53300 307 250.00 1010275904 TGSJC 02/16/2023 **Dues And Memberships** 53300 320 58.73 1010275787 Canon Solutions America, Inc. 02/02/2023 53300 351 Rentals 58.78 02/16/2023 1010275876 Canon Solutions America, Inc. 53300 351 Rentals 50.00 02/16/2023 1010275881 English Mountain Spring Water 53300 435 Office Supplies 420.13 Total: **Check Count:** 5 53300 **General Sessions Court** 94.00 1010275830 Verizon Wireless 02/02/2023 53330 307 Communication 100.00 1010275853 One Step Software Inc. 53330 Communication 02/09/2023 307 87.23 02/16/2023 1010275873 AT&T 53330 307 Communication 2.900.00 02/16/2023 1010275889 Intrinsic Interventions Inc. 53330 322 **Evaluation And Testing** 750.00 1010275890 Joyful Life Counselling, LLC 02/16/2023 53330 322 **Evaluation And Testing** 66.77 1010275787 Canon Solutions America, Inc. 02/02/2023 53330 351 Rentals 61 48 1010275876 Canon Solutions America, Inc. 02/16/2023 53330 351 Rentals 54.24 53330 02/16/2023 1010275883 Fuelman 355 Travel 543.95 02/02/2023 1010275796 Evans Office Supply Co 53330 435 Office Supplies 4.657.67 **Check Count:** 9 Total: 53330 **Drug Court** 6.53 1010275790 Century Link/Business Services 02/02/2023 53400 307 Communication 21.89 1010275873 AT&T 02/16/2023 53400 Communication 307 285.00 1010275794 East TN Court Clerks Association 53400 **Dues And Memberships** 02/02/2023 320 81.22 1010275787 Canon Solutions America, Inc. 02/02/2023 351 Rentals 53400 67.89 1010275876 Canon Solutions America, Inc. 02/16/2023 53400 351 Rentals 427.35 02/02/2023 1010275796 Evans Office Supply Co 53400 435 Office Supplies 17.49 02/09/2023 1010275844 HomeTrust Bank 53400 435 Office Supplies 69.00 02/09/2023 1010275856 Schwaab Inc 53400 435 Office Supplies 15.00 1010275881 English Mountain Spring Water 02/16/2023 53400 435 Office Supplies 89.06 1010275940 University Products, Inc. 53400 435 Office Supplies 02/23/2023

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**Amount Paid** OB Name Date **Check Nbr** Description ACCT Fund: General Fund #(101) 1,080.43 Check Count: Total: 53400 **Chancery Court** 1.17 02/02/2023 1010275790 Century Link/Business Services 53500 307 Communication 110.90 1010275830 Verizon Wireless 53500 307 02/02/2023 Communication 13,730.00 1010275935 Richard L Bean Juvenile Srv Contracts With Government Agencies 02/23/2023 53500 309 95.24 02/02/2023 1010275787 Canon Solutions America, Inc 53500 351 Rentals 91.63 1010275876 Canon Solutions America, Inc. 02/16/2023 53500 351 Rentals 301.42 1010275835 Com Ctr for the Deaf & Hard of Hearing 02/09/2023 53500 399 Other Contracted Services 2.900.00 02/16/2023 1010275909 Chris Trent 53500 399 Other Contracted Services 14.00 1010275881 English Mountain Spring Water 02/16/2023 53500 422 Food Supplies 68.74 02/16/2023 1010275883 Fuelman 425 Gasoline 53500 81.00 1010275796 Evans Office Supply Co 02/02/2023 53500 435 Office Supplies 100.00 1010275939 TN Juvenile Court Services Assn 02/23/2023 53500 In Service/Staff Development 17,494.10 Check Count: 11 Total: Juvenile Court 53500 64.99 1010275864 TruBlu Tactical Police Supply 02/09/2023 451 Uniforms 53920 313.00 1010275783 Axon Enterprise, Inc. 02/02/2023 53920 Law Enforcement Equipment 716 121.70 1010275831 Walmart Community BRC 02/02/2023 53920 716 Law Enforcement Equipment 3 Total: 499.69 **Check Count:** 53920 Courtroom Security 65.92 02/02/2023 1010275790 Century Link/Business Services 54110 307 Communication 1.915.98 1010275830 Verizon Wireless 02/02/2023 54110 307 Communication 248,16 1010275873 AT&T 307 Communication 02/16/2023 54110 1,168.90 02/23/2023 1010275916 AT& Mobility 307 Communication 54110 24,336.00 02/02/2023 1010275783 Axon Enterprise, Inc. 334 Maintenance Agreements 54110 35.283.75 1010275917 Axon Enterprise, Inc. 02/23/2023 54110 334 Maintenance Agreements 205.00 1010275844 HomeTrust Bank 02/09/2023 54110 336 Maintenance And Repair Services - Equipment 1,894.43 02/02/2023 1010275793 Kenny Drinnon 54110 Maintenance And Repair Services - Vehicles

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ACCT	ОВ	Name	Date	Check Nbr	Description	Amount Paid
Fund:	Gene	eral Fund #(101)				
54110	338	Maintenance And Repair Services - Vehicles	02/02/2023	1010275796	Evans Office Supply Co	199.50
54110	338	Maintenance And Repair Services - Vehicles	02/02/2023	1010275825	Ultimate Shine 3 Minute Express Car Wash	570.00
54110	338	Maintenance And Repair Services - Vehicles	02/09/2023	1010275855	RJK Automotive Enterprises Inc	111.28
54110	338	Maintenance And Repair Services - Vehicles	02/09/2023	1010275859	Synergy Auto Wash	26.78
54110	338	Maintenance And Repair Services - Vehicles	02/09/2023	1010275866	Valvoline, Inc.	641.77
54110	338	Maintenance And Repair Services - Vehicles	02/16/2023	1010275869	Airport Tire	1,106.95
54110	338	Maintenance And Repair Services - Vehicles	02/16/2023	1010275910	Ultimate Shine 3 Minute Express Car Wash	560.00
54110	338	Maintenance And Repair Services - Vehicles	02/23/2023	1010275915	Action Auto Glass, LLC	65.00
54110	338	Maintenance And Repair Services - Vehicles	02/09/2023	9101000225	Robert J Kitts	10.85
54110	348	Postal Charges	02/09/2023	1010275844	HomeTrust Bank	17.58
54110	351	Rentals	02/02/2023	1010275787	Canon Solutions America, Inc	82.75
54110	351	Rentals	02/09/2023	1010275860	T.E.G. Enterprises, Inc	85.00
54110	351	Rentals	02/16/2023	1010275876	Canon Solutions America, Inc	80.80
54110	353	Towing Services	02/23/2023	1010275937	Ronald Tipton	550.00
54110	355	Travel	02/23/2023	1010275922	Steven Earl Haag	324.40
54110	355	Travel	02/16/2023	9101000226	Bobby G Ellis	206.50
54110	355	Travel	02/16/2023	9101000227	Chad A Mullins	206.50
54110	399	Other Contracted Services	02/02/2023	1010275801	Leads Online, LLC	3,420.00
54110	399	Other Contracted Services	02/09/2023	1010275863	Transunion Risk & Alternative	76.80
54110	425	Gasoline	02/16/2023	1010275883	Fuelman	11,011.56
54110	431	Law Enforcement Supplies	02/02/2023	1010275796	Evans Office Supply Co	89.74
54110	431	Law Enforcement Supplies	02/02/2023	1010275831	Walmart Community BRC	340.75
54110	431	Law Enforcement Supplies	02/09/2023	1010275844	HomeTrust Bank	293.83
54110	433	Lubricants	02/09/2023	1010275866	Valvoline, Inc.	320.37
54110	435	Office Supplies	02/09/2023	1010275844	HomeTrust Bank	399.30
54110	435	Office Supplies	02/16/2023	1010275892	Morristown Signs, Inc	20.00
54110	524	In Service/Staff Development	02/09/2023	1010275848	Legal and Liability Risk Management Institute	425.00

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	eral Fund #(101)					
54110	524	In Service/Staff Development	02/16/2023	1010275914	Walters State Comm College		3,294.50
54110	599	Other Charges	02/02/2023	1010275814	Shred-It		42.00
54110	599	Other Charges	02/16/2023	1010275881	English Mountain Spring Water		7.00
54110	709	Data Processing Equipment	02/23/2023	1010275919	CDW Government, Inc		89.76
54110	716	Law Enforcement Equipment	02/09/2023	1010275844	HomeTrust Bank		447.40
54110	716	Law Enforcement Equipment	02/23/2023	1010275931	Morristown Signs, Inc		3,010.00
54110		Sheriff's Department			Check Count: 35	Total:	93,251.81
54210	322	Evaluation And Testing	02/02/2023	1010275806	Mountain Crest Psychological Clinic		400.00
54210	322	Evaluation And Testing	02/09/2023	1010275851	Mountain Crest Psychological Clinic		250.00
54210	322	Evaluation And Testing	02/16/2023	1010275894	Mountain Crest Psychological Clinic		250.00
54210	335	Maintenance And Repair Service - Buildings	02/02/2023	1010275780	American Detention		391.51
54210	335	Maintenance And Repair Service - Buildings	02/02/2023	1010275791	City Electric Supply		-31.21
54210	335	Maintenance And Repair Service - Buildings	02/02/2023	1010275802	Lowe's		784.56
54210	335	Maintenance And Repair Service - Buildings	02/09/2023	1010275837	Fenco Supply Co		45.47
54210	335	Maintenance And Repair Service - Buildings	02/09/2023	1010275867	Wholesale Supply Group		41.50
54210	335	Maintenance And Repair Service - Buildings	02/23/2023	1010275934	Relief Septic Repair & Service Inc.		900.00
54210	335	Maintenance And Repair Service - Buildings	02/23/2023	1010275938	TMS - Marlin		102.40
54210	336	Maintenance And Repair Services - Equipment	02/02/2023	1010275815	Starr Equipment Company Inc		1,860.00
54210	336	Maintenance And Repair Services - Equipment	02/02/2023	1010275829	Valley Proteins, Inc		225.00
54210	340	Medical And Dental Services	02/02/2023	1010275795	Emergency Coverage Corporation		114.86
54210	340	Medical And Dental Services	02/02/2023	1010275804	Morristown-Hamblen Hospital		1,487.99
54210	340	Medical And Dental Services	02/02/2023	1010275827	University Radiology		27.75
54210	340	Medical And Dental Services	02/09/2023	1010275865	University Of TN Medical Center		2,330.51
54210	340	Medical And Dental Services	02/16/2023	1010275870	American Esoteric Laboratories		95.25
54210	340	Medical And Dental Services	02/16/2023	1010275886	Healthstar Physicians, Inc		333.75
54210	340	Medical And Dental Services	02/16/2023	1010275891	Mobile Images Acquisition LLC		2,345.00

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**Amount Paid** Date **Check Nbr Description** ACCT OB Name Fund: General Fund #(101) 55.328.41 1010275902 Southern Health Partners 54210 Medical And Dental Services 02/16/2023 150.00 02/23/2023 1010275925 Healthstar Physicians, Inc. 54210 Medical And Dental Services 164.67 1010275926 Hospital Medicine Services of Tennessee PC Medical And Dental Services 02/23/2023 54210 340 150.00 1010275860 T.E.G. Enterprises, Inc. 54210 351 Rentals 02/09/2023 3,805.94 1010275799 Kelsan Inc 02/02/2023 54210 **Custodial Supplies** 410 243.00 1010275854 Quality Waste 02/09/2023 54210 Custodial Supplies 4.249.54 54210 02/16/2023 1010275878 Chem Clean Systems LLC 410 Custodial Supplies 25.933.71 02/02/2023 1010275823 Trinity Services Group, Inc. 54210 Food Supplies 422 193.71 02/09/2023 1010275838 Food City 54210 Food Supplies 572 27 1010275796 Evans Office Supply Co 54210 02/02/2023 435 Office Supplies 256.66 1010275784 Bob Barker Company, Inc. 02/02/2023 54210 441 Prisoners Clothing 259.95 02/23/2023 1010275936 Summit Uniform Solutions, Inc. 54210 451 Uniforms 100.00 02/16/2023 9101000228 Bobby R Tharp 54210 451 Uniforms 4.006.56 02/02/2023 1010275784 Bob Barker Company, Inc. 54210 599 Other Charges 100.19 1010275787 Canon Solutions America, Inc. 02/02/2023 54210 599 Other Charges 28.00 1010275857 Shred-It 02/09/2023 54210 599 Other Charges 95.58 1010275876 Canon Solutions America, Inc. 54210 599 Other Charges 02/16/2023 1,868.10 1010275927 Justice Benefits Inc 54210 599 Other Charges 02/23/2023 57.86 02/02/2023 1010275784 Bob Barker Company, Inc 54210 Food Service Equipment 109,518.49 Check Count: Total: 54210 Jail 7.86 1010275790 Century Link/Business Services 54250 307 Communication 02/02/2023 80.85 02/02/2023 1010275830 Verizon Wireless 54250 307 Communication 30.00 1010275825 Ultimate Shine 3 Minute Express Car Wash 02/02/2023 54250 338 Maintenance And Repair Services - Vehicles 228.43 1010275836 East Main Service Center 02/09/2023 54250 338 Maintenance And Repair Services - Vehicles 85.01 02/09/2023 1010275866 Valvoline, Inc. 54250 338 Maintenance And Repair Services - Vehicles 30.00 1010275910 Ultimate Shine 3 Minute Express Car Wash 54250 Maintenance And Repair Services - Vehicles 02/16/2023 338

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		·	Date	- Check NDI	Description	0	Amount Paid
und:	Gene	ral Fund #(101)					
54250	349	Printing, Stationery And Forms	02/02/2023	1010275777	Acme Printing Company, Inc		93.01
4250	399	Other Contracted Services	02/02/2023	1010275816	Stepping Out Ministries		210.00
54250	425	Gasoline	02/16/2023	1010275883	Fuelman		329.65
4250	435	Office Supplies	02/02/2023	1010275796	Evans Office Supply Co		56.95
4250		Work Release Program			Check Count: 10	Total:	1,151.76
54410	307	Communication	02/02/2023	9101000221	Chris E Bell		56.00
54410	425	Gasoline	02/16/2023	1010275883	Fuelman		373.29
54410	435	Office Supplies	02/02/2023	1010275796	Evans Office Supply Co		15.99
54410	451	Uniforms	02/09/2023	1010275844	HomeTrust Bank		55.90
54410	599	Other Charges	02/02/2023	1010275830	Verizon Wireless		34.00
54410		Civil Defense			Check Count: 5	Total:	535.18
4610	307	Communication	02/02/2023	1010275830	Verizon Wireless		170.00
4610	312	Contracts With Private Agencies	02/09/2023	1010275845	Knox County Medical Examiner		6,650.00
4610	312	Contracts With Private Agencies	02/09/2023	1010275846	Teresa A. Kreceman		750.00
4610	312	Contracts With Private Agencies	02/23/2023	1010275933	National Medical Services, Inc.		670.00
4610	399	Other Contracted Services	02/02/2023	1010275797	Amanda Beth Hopkins		300.00
64610	399	Other Contracted Services	02/02/2023	1010275811	David Wayne Purkey		600.00
4610	399	Other Contracted Services	02/02/2023	1010275817	Tom C Thompson MD		2,208.33
4610	399	Other Contracted Services	02/16/2023	1010275885	Todd E Giles		225.00
4610	399	Other Contracted Services	02/16/2023	1010275887	Jeffrey E. Holt		630.00
4610	399	Other Contracted Services	02/16/2023	1010275888	Steven Landon Holt		495.00
4610	399	Other Contracted Services	02/16/2023	1010275898	Jimmy W Peoples		675.00
4610	399	Other Contracted Services	02/16/2023	1010275905	Claude Thompson JR		135.00
4610	413	Drugs And Medical Supplies	02/23/2023	1010275920	Classic Plastics Corp		672.30
4610	435	Office Supplies	02/02/2023	1010275813	SHI International Corp.		355.62

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ACCT	ОВ	Name	Date	Check Nbr	Description	Amount Paid
Fund:	Gene	eral Fund #(101)				
54610		County Coroner/Medical Examiner			Check Count: 14 Total:	14,536.25
55110	207	Medical Insurance	02/02/2023	1010275819	TN Bureau Of Investigation	29.00
55110	307	Communication	02/02/2023	1010275790	Century Link/Business Services	40.45
55110	307	Communication	02/16/2023	1010275873	AT&T	90.31
55110	328	Janitorial Services	02/09/2023	1010275861	TMA Services, LLC	1,500.00
55110	351	Rentals	02/02/2023	1010275787	Canon Solutions America, Inc	17.07
55110	351	Rentals	02/23/2023	1010275918	Canon Solutions America, Inc	16.99
55110	355	Travel	02/02/2023	1010275818	Michelle A Tipton	98.13
55110	355	Travel	02/02/2023	9101000223	Kim Smith	7.50
55110	410	Custodial Supplies	02/02/2023	1010275799	Kelsan Inc	251.04
55110	435	Office Supplies	02/02/2023	1010275796	Evans Office Supply Co	225.00
55110	435	Office Supplies	02/02/2023	1010275831	Walmart Community BRC	163.99
55110	452	Utilities	02/16/2023	1010275874	Atmos Energy	291.94
55110	452	Utilities	02/23/2023	1010275932	Morristown Utilities	1,389.00
55110		Local Health Center			Check Count: 13 Total:	4,120.42
55120	307	Communication	02/02/2023	1010275830	Verizon Wireless	148.75
55120	312	Contracts With Private Agencies	02/02/2023	1010275805	Morristown-Hamblen Humane Soc	20,000.00
55120	338	Maintenance And Repair Services - Vehicles	02/02/2023	1010275825	Ultimate Shine 3 Minute Express Car Wash	30.00
55120	338	Maintenance And Repair Services - Vehicles	02/16/2023	1010275910	Ultimate Shine 3 Minute Express Car Wash	30.00
55120	425	Gasoline	02/16/2023	1010275883	Fuelman	465.05
55120	499	Other Supplies And Materials	02/09/2023	1010275844	HomeTrust Bank	164.98
55120		Rabies And Animal Control			Check Count: 6 Total:	20,838.78
55590	316	Contributions	02/09/2023	1010275842	Helen Ross McNabb Center	170.00
55590		Other Local Welfare Services			Check Count: 1 Total:	170.00

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
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56700	307	Communication	02/02/2023	1010275807	MUS Fibernet		134.22
56700	307	Communication	02/02/2023	1010275830	Verizon Wireless		64.86
56700	336	Maintenance And Repair Services - Equipment	02/02/2023	1010275802	Lowe's		174.98
56700	336	Maintenance And Repair Services - Equipment	02/09/2023	1010275847	Lane Sales Power Equipment		44.00
56700	410	Custodial Supplies	02/09/2023	1010275854	Quality Waste		243.00
56700	412	Diesel Fuel	02/16/2023	1010275913	Voyager Fleet Systems Inc		133.31
56700	415	Electricity	02/16/2023	1010275871	Appalachian Electric Co-Op		59.50
56700	415	Electricity	02/16/2023	1010275893	Morristown Utilities		6,150.00
56700	425	Gasoline	02/16/2023	1010275913	Voyager Fleet Systems Inc		195.50
56700	454	Water And Sewer	02/16/2023	1010275893	Morristown Utilities		2,447.00
56700	599	Other Charges	02/16/2023	1010275881	English Mountain Spring Water		16.00
56700		Parks And Fair Boards			Check Count: 9	Total:	9,662.37
57100	307	Communication	02/02/2023	1010275790	Century Link/Business Services		3.30
57100	355	Travel	02/09/2023	1010275843	Elizabeth Hobbs		120.52
57100		Agricultural Extension Service		-	Check Count: 2	Total:	123.82
57800	399	Other Contracted Services	02/02/2023	1010275824	Robert Tucker	44	83.86
57800		Storm Water Management			Check Count: 1	Total:	83.86
58300	307	Communication	02/02/2023	1010275790	Century Link/Business Services	1000	4.57
58300		Veterans' Services			Check Count: 1	Total:	4.57
58600	210	Unemployment Compensation	02/02/2023	1010275821	TN Dept Of Labor Workforce Development		0.00
58600	210	Unemployment Compensation	02/16/2023	1010275907	TN Dept Of Labor Workforce Development		1,100.00
58600	299	Other Fringe Benefits	02/23/2023	1010275923	Hamblen Co Dept Of Education	:	137.50
58600		Employee Benefits			Check Count: 3	Total:	1,237.50
91110	708	Communication Equipment	02/23/2023	1010275929	MetTel		100.00

3/2/2023 10:56:38 AM Date/Time: **Amount Paid Check Nbr Description** ACCT OB Name Date Fund: General Fund #(101) **Check Count:** Total: 100.00 1 **General Administration Projects** 91110 10,000.00 1010276001 Heartland Title Services, Inc **Building Purchases** 02/24/2023 91140 10,000.00 Total: **Check Count: Public Health And Welfare Projects** 91140 396,616.29 General Fund #(101) Total:

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**Amount Paid** Check Nbr Description ACCT OB Name Date Fund: Solid Waste/Sanitation Fund #(116) 37.50 02/23/2023 1160024943 Hamblen Co Dept Of Education 55710 299 Other Fringe Benefits 610.74 1160024927 Citizen Tribune 02/09/2023 55710 302 Advertising 1.364.68 02/02/2023 1160024921 McNeilus Steel, Inc. 55710 Maintenance And Repair Services - Equipment 3.402.80 1160024925 Worldwide Equipment, Inc. 55710 336 Maintenance And Repair Services - Equipment 02/02/2023 3.187.11 1160024928 Freightliner of Arizona, LLC 02/09/2023 55710 336 Maintenance And Repair Services - Equipment 41.00 02/09/2023 1160024930 Hamblen County Clerk Maintenance And Repair Services - Equipment 55710 1,680.00 1160024932 Trent Diesel Services 02/09/2023 Maintenance And Repair Services - Equipment 55710 336 76.21 1160024936 Mid-State Equip Co,Inc 02/16/2023 Maintenance And Repair Services - Equipment 55710 336 2,049.42 1160024937 NAPA Auto Parts Of Morristown 02/16/2023 55710 Maintenance And Repair Services - Equipment 1,095.00 1160024939 Precision Cutting & Hydraulics, LLC 55710 336 Maintenance And Repair Services - Equipment 02/16/2023 221.21 02/16/2023 1160024940 Southern Fluidpower, Inc. Maintenance And Repair Services - Equipment 55710 336 1.682.19 1160024941 Stringfellow 02/16/2023 Maintenance And Repair Services - Equipment 55710 660.00 1160024942 Trent Diesel Services Maintenance And Repair Services - Equipment 02/16/2023 336 55710 82.165.95 1160024931 Hamblen County-Morristown Solid Waste Disposal Fees 02/09/2023 55710 359 26.544.99 1160024934 City of Morristown 02/16/2023 55710 359 Disposal Fees 16.079.93 02/16/2023 1160024935 Fuelman 55710 412 Diesel Fuel 629.19 02/16/2023 1160024935 Fuelman 55710 425 Gasoline 354.97 1160024920 M&B Tools 02/02/2023 55710 446 Small Tools 144.43 1160024944 M&B Tools 02/23/2023 Small Tools 55710 446 780.00 1160024926 Cintas Corp., Loc. 207 02/09/2023 55710 451 Uniforms 100.00 1160024919 Elliott Boots 55710 Other Supplies And Materials 02/02/2023 499 464.45 02/09/2023 1160024926 Cintas Corp., Loc. 207 Other Supplies And Materials 55710 13,000.00 1160024925 Worldwide Equipment, Inc. 02/02/2023 55710 718 Motor Vehicles 21,137.00 02/02/2023 1160024923 Stringfellow 55710 733 Solid Waste Equipment 177,508.77 Check Count: 21 Total: 55710 Sanitation Management

Solid Waste/Sanitation Fund #(116) Total:

177,508.77

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Funds	High	way/Public Works Fund (#131)					
2018			02/09/2023	1313044461	Citizen Tribune	7100 X 100 X	152.00
61000	302	Advertising	02/02/2023		Comcast Cable		76.95
61000	307	Communication	02/02/2023		Verizon Wireless		1.45
61000	307	Communication	02/16/2023	1313044474			89.66
61000	307	Communication	02/09/2023		Capps & Byrd LLP		142.50
61000	331	Legal Services	02/03/2023		Morristown Utilities		2,094.00
61000	415	Electricity	02/02/2023		Holston Electric Cooperative		1,067.71
61000	415	Electricity	02/16/2023		Amerigas Propane LP		1,953.93
61000	442	Propane Gas			Morristown Utilities		115.00
61000	454	Water and Sewer	02/16/2023		Comer Electric Company Inc		2,380.55
61000	599	Other Charges	02/02/2023				118.40
61000	599	Other Charges	02/09/2023		Cintas Corp., Loc. 207		8.00
61000	599	Other Charges	02/09/2023		HomeTrust Bank		146.73
61000	599	Other Charges	02/09/2023	1313044466			85.00
61000	599	Other Charges	02/09/2023		Gregory Reece Manis		100.00
61000	599	Other Charges	02/16/2023	1313044477			378.01
61000	599	Other Charges	02/16/2023		Smoky Mountain Farmers Co-Op		
61000	599	Other Charges	02/23/2023	1313044490	Big M Janitorial		218.86
61000		Administration			Check Count: 17	Total:	9,128.75
62000	312	Contracts With Private Agencies	02/09/2023	1313044471	Superior Pavement Marking,Inc		1,095.25
62000	404	Asphalt - Hot Mix	02/16/2023	1313044475	Blalock & Sons Inc		2,498.45
62000	409	Crushed Stone	02/16/2023	1313044489	Vulcan Materials Company		9,590.01
62000	444	Salt	02/09/2023	1313044462	Compass Minerals America, Inc.		12,906.11
62000	451	Uniforms	02/09/2023	1313044460	Cintas Corp., Loc. 207		876.75
62000		Highway And Bridge Maintenance			Check Count: 5	Total:	26,966.57
63100	412	Diesel Fuel	02/09/2023	1313044469	Pioneer Petroleum		1,696.20
63100	412	Diesel Fuel	02/16/2023	1313044478	Fuelman		3,086.43

**Amount Paid** OB Date Check Nbr Description ACCT Name Fund: Highway/Public Works Fund (#131) 2,857.10 1313044448 Distinct Finishes 02/02/2023 Equipment Parts - Heavy 63100 38.00 1313044450 Interstate Tractor 02/02/2023 Equipment Parts - Heavy 63100 416 28,100.25 1313044451 Moore's Tractor and Trailer Repair Inc. 02/02/2023 63100 416 Equipment Parts - Heavy 450.00 1313044454 Precision Cutting & Hydraulics, LLC 63100 416 Equipment Parts - Heavy 02/02/2023 1,035.14 1313044464 HomeTrust Bank 02/09/2023 63100 416 Equipment Parts - Heavy 850.69 02/09/2023 1313044468 Meade Tractor 63100 416 Equipment Parts - Heavy 590.00 1313044470 Precision Cutting & Hydraulics, LLC 02/09/2023 Equipment Parts - Heavy 63100 416 185.68 1313044472 The Lilly Company 02/09/2023 63100 416 Equipment Parts - Heavy 421.85 1313044481 Interstate Battery System 02/16/2023 63100 Equipment Parts - Heavy 416 5.942.59 1313044483 NAPA Auto Parts Of Morristown Equipment Parts - Heavy 02/16/2023 63100 523.13 02/16/2023 1313044486 Southern Fluidpower, Inc. 63100 416 Equipment Parts - Heavy 3.352.27 1313044493 Stowers Machinery Corporation 02/23/2023 63100 416 Equipment Parts - Heavy 491.54 02/16/2023 1313044480 Holston Gases 63100 424 Garage Supplies 408.00 02/23/2023 1313044491 Empire Industries 63100 424 Garage Supplies 314.38 1313044492 Safety-Kleen Systems, Inc. Garage Supplies 02/23/2023 63100 424 3,204.69 02/16/2023 1313044478 Fuelman 425 Gasoline 63100 3,997.89 1313044488 Universal Total Lubricants, Inc. 02/16/2023 63100 433 Lubricants 278.51 1313044449 Evans Office Supply Co 02/02/2023 63100 499 Other Supplies And Materials 29.90 02/09/2023 1313044464 HomeTrust Bank 63100 499 Other Supplies And Materials 290.42 1313044465 Lane Sales Power Equipment Other Supplies And Materials 02/09/2023 63100 499 Total: 58,144.66 20 Check Count: 63100 **Operation And Maintenance Of Equipment** 1,995.00 1313044449 Evans Office Supply Co 02/02/2023 68000 Office Equipment **Check Count:** 1 Total: 1,995.00 68000 **Capital Outlay** 96,234.98 Highway/Public Works Fund (#131) Total:

Page: 2

3/2/2023 10:59:27 AM

Date/Time:



February 7, 2023

Mr. Arnold Bunch, Superintendent Hamblen County Department of Education 210 East Morris Blvd. Morristown, TN 37813

Lincoln Heights Elementary School (Building Package) Project No. 21047

Mr. Bunch,

As you are aware, the bids for the above referenced project were received on February 7, 2022 at 2pm and we had a total of three responsive bidders. The apparent low bidder was Merit Construction with a base bid of \$26,382,000. Their bid for Alternate 1 (4 additional classrooms) was \$1,174,000 and their bid for Alternate 2 (4 additional classrooms) was \$1,400,000. There was also an alternate for retractable bleachers in the gymnasium in the amount of \$78,400. Each additive alternate adds 100 students to the base bid capacity of 700 students. The number of calendar days Merit Construction proposes to complete the project is 470. There are liquidated damages of \$1,000 per calendar day for every day beyond the 470 in the bid.

Of note, the base bid includes a contingency allowance of 10% of the base bid amount. There are also base quantities included in each of the two unit prices.

I have discussed the bid with Merit Construction and they plan to honor the bid. Cope Architecture has worked with Merit Construction for a very long time, and we are comfortable with their ability to perform and deliver the quality of building we all expect. We have no reservations about recommending that Hamblen County Schools accept the bid from Merit Construction and enter into a contract for construction.

Should you have any questions, please do not hesitate to contact this office.

Respectfully Submitted.

Jim Hinton, AIA, LEED AP

Vice President

Cc: File

**BID TABULATION FORM** 

Project Name:

Lincoln Heights Elementary School

Opening Date:

February 7, 2023

Opening Time:

2:00 PM

ARCHITECTURE	roject Number:	A CONTRACTOR	Monolith Construction	Path Construction	
	<b>Burwil Construction</b>	Merit Construction	Knoxville, TN	Arlington Heights, IL	
Bidder	Knoxville, TN	Knoxville, TN	Knoxvine, TV	72457, Unlimited	
Contractors License Number & Limits	8047 - Unlimited	20853, Unlimited		Yes	
Bid Envelope Cover Completed?	Yes	Yes		Interstate Mechanical	
	Interstate Mechanical	Engert		Interstate Mechanical	
Plumbing Subcontractor	Interstate Mechanical	Engert		Advent Electric	
HVAC Subcontractor	Advent Electric	Advent Electric		Advent Electric	
Electrical Subcontractor	Advent Electric	G&P Masonry		G&P Masonry	
Masonry Subcontractor	G&P Masonry			Interstate Mechanical	
Gas Utility Subcontractor	N/A	N/A		Yes	
15 to its Included? (Drug-Free, Criminal History,	Yes	Yes		5% Bid Bond	
Noncollusion, Insurance List, Iran Divestment)  5% Bid Deposit	5% Bid Bond	5% Bld Bond		Yes	
	Yes	Yes		\$28,082,000	
Addendum 1, 2 & 3 Acknowledged	\$27,300,000	\$26,382,000	NO BID	\$28,002,000	
BASE BID	\$27,300,000			\$1,144,000	
dd Alternate #1 - 4 Classroom Addition	\$1,186,000	\$1,174,000		44 740 000	
	44.450.000	\$1,400,000		\$1,240,000	
Add Alternate #2 - 4 Classroom Addition	\$1,160,000			\$66,000	
Add Alternate #3 - Retractable Bleachers	\$75,000	\$78,400		700	
	700	470		\$30,532,000.00	
Calendar Days for Completion	200.00	\$29,034,400.00		\$30,542,000.00	
Total Buse Bid and Alternates	\$29,721,000.00	tags 00		\$225.00	
Unit Price 1 - Solid Rock Removal-Trenches	\$252.00	\$225.00		\$36.00	
	\$38.00	\$36.00		Yes	
Unit Price 2 - Unsuitable Solls  Attended Mandatory Pre-Bid Conference	Yes	Yes	Yes		T

## **CONTRACT OF SALE**

THIS CONTRACT OF SALE is hereby made and entered into by and between **HAMBLEN COUNTY** (hereinafter "County") and **HAMBLEN COUNTY EMERGENCY COMMUNICATIONS DISTRICT**, (hereinafter "ECD").

## WITNESSETH:

For and in consideration of the sum of FIVE THOUSAND (\$5,000.00) 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, County hereby agrees to sell to ECD, and ECD hereby agrees to purchase from County, certain property located at 331 West Main Street in Morristown, Hamblen County, Tennessee, currently in use as the Hamblen County Health Department Building, 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:

## [INSERT DESCRIPTION HERE]

A complete legal description of said real property satisfactory to Purchaser, shall follow at closing. All property and interests of County to be conveyed hereunder, including the building and all other improvements, shall be set out on Schedule A hereto including the metes and bounds and more formal description.

#### 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 One Hundred Thirty-Seven Thousand Five Hundred (\$1,137,500.00) Dollars**, which sum shall be payable as follows:
  - (a) The sum of **Five Thousand (\$5,000.00) Dollars** has been deposited with Lakeway Title Services, as closing agent for the parties, as earnest money with the execution of this Contract. By its authorized representative's signature hereinbelow, County appoints Lakeway 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 County hereby instructs Lakeway Title Services to hold and disburse said earnest money deposit as specified herein.
  - (b) The balance of **One Million One Hundred Thirty-Two Thousand Five Hundred** (\$1,132,500.00) **Dollars** shall be payable at closing of sale in cash or by cashier's check or certified funds to Lakeway Title Services, which monies shall fund the settlement of the closing of this contract. Lakeway Title Services shall serve as closing entity for the parties.

Prepared By: Capps & Byrd LLP Morristown, Tennessee

- 2. **Conveyance of Property**: County shall convey good and marketable fee simple title to Purchaser by general warranty deed subject only to any utility or drainage easements that do not impair marketability of title or Purchaser's intended use of the Property and to the rights of the tenant in possession, Hamblen County Health Department, as set out herein.
  - 3. **Termite Letter**. This paragraph has been intentionally omitted.
- 4. Closing of Sale. Closing of sale shall occur on or before the date June \_\_\_\_\_, 2023, unless otherwise extended as herein provided.
- 5. **Possession**. Possession shall pass with delivery of the deed however, the Hamblen County Health Department (hereinafter "Department") will continue to be a tenant in possession until the property located at Oak Tree Plaza which has been purchased, in part, for use by the Hamblen County Health Department, is ready for occupancy by the Department. Terms that are understood and agreed upon regarding the continued tenancy of the Hamblen County Health Department are as follows:
  - (a) After closing, the Department will continue to operate without disruption of its scheduling or its use, in general, of the building that it occupies.
  - (b) Neither County nor Department will make any structural changes or renovations to the premises after closing
  - (c) ECD staff will have the ability to access, upon request, all areas of the premises, without unreasonable delay, and the parties recognize that access to all areas will not be immediate.
  - (d) County will maintain its current insurance in place as it may be modified by change in ownership and will provide general and routine maintenance until such time as Department has vacated the building.
  - (e) County or Department will be responsible for utilities until the Department has vacated the premises.
  - (f) ECD shall be allowed to make changes to the premises which do not disrupt or impede the function of the Department which includes the placement of a communications tower.
- 6. **Property Inspection Contingency**. ECD 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 ECD shall acquire the improvements on the property in its "AS IS" condition.
- 7. **Risk of Loss**. All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by ECD until the closing. In the event of substantial loss or damage to the Property before the closing, ECD shall have the option of (i) terminating this Contract and recovering the earnest money paid, or (ii) affirming this Contract in which event County shall assign to ECD 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.

- 8. **Commissions**. No commissions shall be payable to any person or agency in connection with this purchase and sale.
- 9. **Insurance**. County's hazard insurance shall be extended as of the closing to the extent coverage may be afforded to County under the terms of this agreement. If coverage cannot be extended then ECD shall be responsible for its own insurance covering the Property as of the closing and thereafter.
- 10. **Default**. Should ECD default in the performance of this Contract, then the earnest money paid may be retained by County as liquidated damages, and ECD shall have no further liability hereunder, either for damages or specific performance.
- 11. **Option to Purchase and Right of First Refusal**. If ECD ceases to use the subject property for its operations and relocates, County shall have an option to purchase the property at a price to be determined by an appraisal performed by a certified commercial appraiser agreed upon by the parties, with each party to pay 50% of the price of the appraisal. This option shall be exercised by County within ninety (90) days of ECD giving notice to County of its intention to relocate its operations. Notwithstanding the expiration of the ninety-day option period, County shall also have a right of first refusal to purchase the property if offered for sale by ECD, and shall be entitled to purchase the property by meeting or exceeding by \$1.00, a bona fide offer to purchase which has been extended to ECD in writing. ECD shall deliver any such offers to County for consideration upon receipt. The provisions of this paragraph 11 shall survive closing and shall not merge with the deed.
- 12. **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 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. All of the terms regarding "Possession" set out above in Paragraph 5 shall survive closing and shall be binding upon the parties hereto

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

SELLER:

HAMBLEN COUNTY, a political subdivision of the State of Tennessee

	Mayor Bill Brittain Date:
PURC	HASER:
	HAMBLEN COUNTY EMERGENCY COMMUNICATIONS DISTRICT, a subdivision of the State of Tennessee
	By: Eric Carpenter, Director Date:
	limited agency provided herein, and agrees to hold the transaction pursuant to the terms and provisions
	LAKEWAY TITLE SERVICES
	By:
	Name:
	Title:
	Date:



March 10, 2023

To:

Finance Committee

Hamblen County Commission

From: Bill Brittain, County Mayor

Re:

Lease for Employee Health Clinic Space

The lease for the space used for the Employee Health Clinic expires October 31, 2023.

One of our ideas for use of space at the Oak Tree Plaza Shopping Center is to relocate the Employee Health Clinic to there, but that will be about 18 months from now.

I am proposing that we renew the lease at the present location for the same monthly rent amount from November 1, 2023 through December 31, 2024. The lease extension is also being presented to the Morristown City Council, our partner in the clinic, this month.

The amendment to the lease is attached.

## Addendum #3:

Attached to the original lease for office space at 1748 West Andrew Johnson Hwy, Morristown, TN dated November 1, 2011.

The parties mutually agree to extend the current lease from November 1, 2023, to December 31, 2024 at the current monthly rent of \$1,650. All other lease provisions remain unchanged.

STP, LLC	
Ву:	
Title:	
Dated:	
Hamblen County, Tennessee	
Ву:	
Title:	
Dated:	
City of Morristown	
Ву:	
Title:	
Dated:	•



# JIM R. CLAWSON Register of Deeds

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

February 16, 2023

Hamblen County Commission

RE: Statutory \$2.00 electronic filing (e-file) submission fee

Dear Commissioners:

I am requesting the passage of a resolution that will trigger an additional statutory funding source for the Hamblen County Register of Deeds' Office.

This is a user fee of \$2.00. This is not a tax. All of the \$2.00 user fee will be earmarked for the general fund of the Hamblen County budget. All money collected by the \$2.00 user fee will be turned over monthly to the Hamblen County Trustee.

Here are the proposed guidelines for the \$2.00 user fee:

- 1. Each electronically filed document which is recorded over the Internet through the Hamblen County Register's county electronic filing portal shall be subject to a two-dollar (\$2.00) electronic submission fee as authorized in T.C.A. § 8-21-1001(j).
- 2. All official government documents filed by local, state, or federal government entities of the United States in the course of their official government business shall be exempt from the fee as provided by T.C.A. § 8-21-1001(j)(2).

Please vote to support the passage of the \$2.00 electronic filing (e-file) submission fee.

Sincerely,

Jim R. Clawson

Hamblen County Register

# RESOLUTION NO. 23-15

TO AUTHORIZE A TWO-DOLLAR (\$2.00) SUBMISSION FEE FOR DOCUMENTS FILED ELECTRONICALLY IN THE REGISTER OF DEEDS' OFFICE IN HAMBLEN COUNTY, TENNESSEE

WHEREAS, T.C.A. § 8-21-1001(j), authorizes the Register of Deeds to demand and receive for such Register's services a two-dollar (\$2.00) electronic filing (e-file) submission fee for each electronically filed document which is recorded over the Internet through such Register's county electronic filing portal;
WHEREAS, under T.C.A. § 8-21-1001(j)(3), the Register may only collect the electronic submission fee upon adoption of a resolution by a two-thirds (2/3) vote of the county legislative body of such county; and
<b>WHEREAS</b> , the county legislative body in Hamblen County, Tennessee finds that collection of the electronic filing fee is in the best interests of the county.
NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hamblen County, Tennessee, meeting in session at Morristown, Tennessee, on this day of, 2023, that:
SECTION 1. Each electronically filed document which is recorded over the Internet through the Hamblen County Register's county electronic filing portal shall be subject to a two-dollar (\$2.00) electronic submission fee as authorized in T.C.A. § 8-21-1001(j).
SECTION 2. All official government documents filed by local, state, or federal government entities of the United States in the course of their official government business shall be exempt from the fee as provided by T.C.A. § 8-21-1001(j)(2).
SECTION 3. This resolution shall take effect upon its passage and approval, the public welfare requiring it.
ADOPTED this day of, 2023 by a two-thirds (2/3) vote of the county legislative body.
APPROVED:
COUNTY MAYOR
ATTEST:
COUNTY CLERK



The 3<sup>rd</sup> Judicial District Recovery Court is requesting to apply for the BJA FY 2023 Adult Treatment Court Site-Based Enhancement Grant to assist in scaling up the court program's capacity; provide access to or enhance treatment capacity or other critical support services; enhance court operations; expand or enhance court services; build or enhance collection and use of key drug operation and outcome data; or improve the quality and/or intensity of services based on needs assessments. There are 30 awards with a dollar amount of \$1,000,000 each over a 48 month period. The fee for the grant writer, Allard Consulting, is \$1000.

Penny Knight

**Hamblen County Recovery Court Coordinator** 

## **RESOLUTION 23-16**

A RESOLUTION AUTHORIZING HAMBLEN COUNTY TO SUBMIT A FY 2023 GRANT APPLICATION TO EXPAND AND ENHANCE SUBSTANCE USE DISORDER TREATMENT IN ADULT TREATMENT DRUG COURTS (BJA FY 2023 ADULT TREATMENT COURT SITE-BASED ENHANCEMENT GRANT)

WHEREAS, the Bureau of Justice Assistance, (BJA), is accepting applications for the fiscal year FY 2023 Adult treatment Court Site-Based Enhancement Grant for funding to plan, implement, and enhance substance use treatment courts, including service coordination, management of treatment court participants, fidelity to the model, and recovery support services; and

WHEREAS, the purpose of this funding may be used to assist a jurisdiction to scale up its existing court program's capacity; provide access to or enhance treatment capacity or other critical support services; enhance court operations; expand or enhance court services; build or enhance collection and use of key operation and outcome data; or improve the quality and/or intensity of services based on needs assessments; and

WHEREAS, the program recognizes the need to provide resources needed to plan,

whereas, the program recognizes the need to provide resources needed to plan, implement, enhance, and sustain evidence-based treatment court programs for individuals with nonviolent charges and convictions with substance use disorders who are involved in the criminal justice system instead of incarceration; and

WHEREAS, these awards provide resources to support treatment court programs for individuals involved with the justice system who have substance use disorders, including stimulant, opioid, and other substances, and those at risk of overdose; and

NOW, THEREFORE, BE IT RESOLVED, that the Hamblen County Legislative Body authorizes the application for up to \$250,000 per year per award for 4 years for up to a total of \$1,000,000 over 48 months with a 25% cash or in-kind match based on the cost of the total project that is met based on current funding, for the Grant to Expand and enhance Substance Use Disorder treatment in Adult Treatment Court.

Duly passed and approved this the	day of <u>March</u> , <u>2023</u> .
Bill Brittain, County Mayor ATTESTED:	Chris Cutshaw, Chairman HCLB
Peggy Henderson, County Clerk	

#### Resolution 23-17

# A RESOLUTION AUTHORIZING HAMBLEN COUNTY TO ACCEPT THE CONTRACT FOR THE VIOLENT CRIME INTERVENTION FUND GRANT (VCIF) IN THE AMOUNT OF \$177,361

WHEREAS, Gov. Bill Lee and the General Assembly appropriated \$100 million in the State 2022-2023 budget for the Violent Crime Intervention Fund (VCIF), which provides grant funds for local law enforcement agencies to implement evidence-base programs, technology, and strategies that will reduce violent crime in our communities.

## WHEREAS, the VCIF grant will support:

- 1) Implementation of programming based on proven effective violent crime intervention models
- 2) Hiring and training of specialized violent crime investigative units
- 3) Purchase and application of new technology and equipment
- 4) Law enforcement led partnerships with community organizations of their choice to directly disrupt or prevent violent crime

**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.

WHEREAS, The VCIF Grant in a non-matching grant.

**NOW, THEREFORE, BE IT RESOLVED** that Hamblen County Commission does hereby authorize the County Mayor to accept and signa the contract for the Violent Crime Intervention Fund Grant in the amount of \$177,361.00.

Duly passed a	nd approved this	_day of March 2023.
APPROVED:		
AFFROVED.	Chris Cutshaw, Chai	irman, HCLB
	,	,
ATTESTED:		
	Peggy Henderson, C	ounty Clerk

## Resolution 23-18

# A RESOLUTION AUTHORIZING HAMBLEN COUNTY TO ACCEPT THE CONTRACT FOR THE EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) CONFINEMENT FACILITIES FUNDING GRANT IN THE AMOUNT OF \$296,350

## 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.

WHEREAS, The ELC Grant in a non-matching grant.

**NOW, THEREFORE, BE IT RESOLVED** that Hamblen County Commission does hereby authorize the County Mayor to accept and sign the contract for the Epidemiology and Laboratory Capacity Confinement Facilities Funding Grant (ELC) in the amount of \$296,350.00

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

Speed Chart (optional)

HL00018531

Account Code (optional)

71301000

GOVERNMENTAL GRANT CONTRACT  (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)										
Begin Date End Da			e		Agency Tracking #			Edison ID		
A	August 1, 2022	June	30, 2024	34349-22223						
Grantee I	_egal Entity Name	•						Edison Vendor ID		
Hamblen County Government								27		
Subrecipient or Recipient			Assistance Listing Number 93.323							
Subrecipient										
Recipient			Grante	Grantee's fiscal year end June 30						
Service Caption (one line only)										
Detec	tion and mitigati	on of CO\	√ID-19	in Confinem	ent Fac	cilities				
Funding -		Fadanal		l		045	L	'Al Grant Cantract Amazint		
<b>FY</b> 2023	State	<b>Federal</b> \$296,3	50.00	Interdepartmental		Other	101	TOTAL Grant Contract Amount \$296,350.00		
2023			\$0.00					\$0.00		
2024			ψ0.00					φ0.00		
							+			
TOTAL:		\$206.3	50.00				+	\$296,350.00		
TOTAL: \$296,350.00							Ψ290,330.00			
	Selection Process	_	, 	All alia	ماطان	anaiaa wara aan	tastad	hy aganou ta anniu		
Competitive Selection				All eligible agencies were contacted by agency to apply.  Applicants completed a questionnaire that was reviewed by agency staff and approved based on their response.						
Non-competitive Selection										
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					CPO USE - GG					
Cric Bucholz										

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Hamblen County Government, hereinafter referred to as the "Grantee," is for the provision of detection and mitigation of COVID-19 in Confinement Facilities, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 27

#### A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. <u>Service Goals</u>. To improve detection and reduce the spread of COVID-19 through facility and practice improvement.
- A.3. <u>Service Recipients.</u> Service recipients are inmates incarcerated in, and staff employed with, confinement facilities throughout the State of Tennessee.
- A.4. <u>Service Description.</u> The Grantee shall implement one or more of fifteen (15) allowable activities listed below. The Grantee's Application shall specify which activities shall be completed below.
  - Activity 1: Assist facilities in establishing and implementing diagnostic and screening testing programs for residents/detainees/inmates, staff, and visitors.
  - Activity 2: Conduct COVID-19 testing and contact tracing within confinement facilities.
  - Activity 3: Support facilities in planning and implementing recommended isolation and quarantine strategies including for confirmed and suspected cases and close contacts.
  - Activity 4: Implement distancing policies and support staff training to maintain distancing policies.
  - Activity 5: Support staffing strategies that reduce the risk of virus transmission (e.g., organize staff assignments so that the same staff are assigned to the same areas of the facility over time).
  - Activity 6: Support transportation policies and practices consistent with recommendations to reduce transmission.
  - Activity 7: Implement visitor policies consistent with recommendations to reduce virus risk.
  - Activity 8: Implementation of infection control practices inside facilities.
  - Activity 9: Develop and implement procedures and systems to improve confinement facility preparedness and response efforts.
  - Activity 10: Coordinate preparedness and response efforts with state, local, tribal, and territorial public health departments to prevent, prepare for, and respond to COVID-19 within confinement facilities.

Activity 11: Enhance/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 health hazards.

Activity 12: Purchase of additional supplies to sanitize and clean the confinement facilities. Funding must not supplant existing expenditures on such supplies and can only be used to support enhanced cleaning efforts.

Activity 13: Educate and train confinement facilities staff and residents/detainæs/inmates on sanitation and minimizing the spread of infectious diseases.

Activity 14: Implement COVID-19 mitigation practices to minimize potential opportunities for exposure including video conferencing technology and other measures for attorney/client purposes, court appearances, family visiting, and programming.

Activity 15: Based on state and local laws and regulations, and training and technical assistance provided by the Department of Justice, review and analyze policies and practices and implement policy and practice changes to safely reduce populations in confinement facilities to mitigate the spread of COVID-19. This could include creating policies and practices that may divert individuals from confinement, determine the optimal population for the facility given physical plant/structure and public health guidelines, and the revision of appropriate release practices. The Department of Justice will make training and technical assistance available to grantees to help ensure these activities comport with state and local laws and evidence-based practices and are administered solely by state and local correctional agencies.

### A.5. Service Reporting.

- a. The Grantee shall submit to the State quarterly narrative reports on the project's progress towards achieving objectives specified in the application as well as any impediments to achieving those objectives. Deadline for this quarterly narrative report is the first day in July, October, January and April.
- b. The Grantee shall submit a final report to the State once all grant funding has been expended, no later than within sixty (60) days of the conclusion of the project.
- c. The Grantee shall submit monthly expense reports and requests for reimbursement according to TDH policy.
- A.6. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC. Office of Grants Services

Wayne Woods, Grants Management Specialist Centers for Disease Control and Prevention Branch 1

2939 Flowers Road, MS-TV-2 Atlanta, GA 30341

Email: <a href="mailto:kuv1@cdc.gov">kuv1@cdc.gov</a> (Include "Mandatory Grant Disclosures" in subject line)

#### AND

U.S. Department of Health and Human Services Office of the Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 3301 Independence Avenue, SW Cohen Building, Room 5527 Washington, DC 20201

Fax: (202)-205-0604 (Include Mandatory Grant Disclosures in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

- A.7. <u>Incorporation of Additional Documents</u>. 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. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.
- A.8. <u>Incorporation of Federal Award Identification Worksheet</u>. The federal award identification worksheet is incorporated in this Grant Contract as Attachment 2. The Grantee shall be notified of any changes that shall take place during the duration of this Grant Contract.
- A.9. 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 Section D.8. a copy of the audit report and Notice of Audit Report.
- A.10. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

### B. TERM OF CONTRACT:

This Grant Contract shall be effective on August 1, 2022 ("Effective Date") and extend for a period of twenty-three (23) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

#### C. PAYMENT TERMS AND CONDITIONS:

C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Ninety-six Thousand, Three Hundred Fifty dollars (\$296,350.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 3 is the

maximum amount due the Grantee under this Grant Contract. 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 duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices 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:

<u>Cecilia.A.Sawyers@tn.gov</u> as an email attachment, using the invoice template (Attachment 4) provided by the State.

- 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).
  - (5) Grantor: Department of Health.
  - (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 this 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 this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this 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) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this 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 this Grant Contract.
- 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 this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the 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 by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantæ must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. <u>Cost Allocation</u>. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

- reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement 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 this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return 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. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this 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 this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This 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 (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.3. <u>Termination for Convenience</u>. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this 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 this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. <u>Subcontracting</u>. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this 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 this 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. Conflicts of Interest. 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 this Grant Contract.
- D.7. <u>Lobbying</u>. The Grantee certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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:

**Cecilia A. Sawyers** | Contract Analyst BGM Program, Contracts and Compliance Tennessee Department of Health, CEDEP Division Andrew Johnson Tower, 4<sup>th</sup> Floor 710 James Robertson Parkway Nashville, Tennessee 37243 p. 615-253-6283 f. 615-741-3857 Cecilia. A. Sawyers @tn.gov

#### The Grantee:

Michele Green, Executive Assistant Hamblen County Sheriff's Office 510 Allison Street Morristown, TN 37814 mgreen@CO.hamblen.tn.us Telephone # 423-585-2775

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>. This 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 this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this 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 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 Act (HITECH) 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 this 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 HIPAA requirements in the course of this 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 this 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 by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this 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 this 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 this Grant Contract shall be approved by the State.
- D.14. <u>Licensure</u>. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this 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 this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records 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 Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting quides.

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, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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 this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 6 to the Grant Contract.
- D.19. Audit Report. 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 vear, the Grantee shall complete Attachment 7 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 7 shall complete Attachment 8. 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.

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 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 this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

D.20. Procurement. If other terms of this 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 this 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—200.326 when procuring property and services under a federal award.

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

For purposes of this 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 this 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 Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this 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.
- D.23. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this 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 this Grant Contract or otherwise. The State's total liability under this 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 this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts 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 this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this 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 this Grant Contract is not a Force Majeure Event under this 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 this 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 this Grant Contract or charge the State any fees other than those provided for in this 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 this 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 this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. 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). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and

inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession:
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- 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 this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200">http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200</a> main 02.tpl
- D.29. Governing Law. This 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 this 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>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. <u>Severability</u>. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this 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 this 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 this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this 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 this 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. Confidentiality of Records. 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 Grantee by the State or acquired by the 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 Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the 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. 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 this 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>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 this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract 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 FFATA requirements, including but not limited to those below, 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:
    - i. 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 CFR 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
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

- i. Salary and bonus.
- 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 this Grant Contract is established.
- c. If this Grant Contract is amended to extend its 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 Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier 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 Contract for which the State may terminate this 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.6. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.7. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 et seq., as those sections are amended from time to time during the term. Violations must be reported to the Center for Disease Control (CDC) and the Region 4 Office of the Environmental Protection Agency.
- E.8. Confidentiality of Records. 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 Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable State and federal law, State and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable State and federal law, State and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain, but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee

without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or State law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

The State acknowledges that the Grantee may use data generated through work under this Contract for educational, patient care, and research purposes, including academic publication. All such research activities shall preserve the confidentiality of DCS client and family records at each level of research and data usage. All privacy preservation safeguard procedures must be approved by the Grantee's Institutional Review Board (IRB) and the DCS Research Committee, which provide separate Grantee and State oversight for research activities using de-identified and/or limited data sets that do not maintain links to identifying information about individual children. These data sets will be used to conduct statistical analyses on the cross sectional and longitudinal assessment of the mental health needs, strengths, service utilizations and outcomes of children in state custody.

E.9. <u>CFDA Number(s).</u> When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied within the performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers: 93.323 - Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)

IN WITNESS WHEREOF,

HAMBLEN COUNTY SHERIFF'S OFFICE:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF HEALTH:

RALPH ALVARADO, MD, FAAP, COMMISSIONER

DATE

#### **Confinement Facilities Proposal**

Name of Institution: Hamblen County Sheriff's Office

Address of Institution: 510 Allison Street, Morristown, TN 37814

Name of submitter: Michele Green

Title of submitter: Executive Assistant for the Hamblen County Sheriff's Office

Submitter email: mgreen@co.hamblen.tn.us

Submitter phone number: 423-585-2775

1. Briefly describe the impact of COVID-19 on your agency and any detection and mitigation efforts currently in place.

As with other confinement facilities across the state, we were also negatively affected by COVID-19. Inmates were no longer allowed to have outside visitors; there was minimal contact between inmates & jail personnel; and all religious and educational activities were canceled. Inmate contact with their legal representation was via monitor and court hearings were held via zoom. Mitigation efforts have include a detailed questionnaire & symptom check during intake and any inmate stating they had COVID or who had symptoms was immediately quarantined. Frequent testing of the inmate population was done and masks were worn by personnel & distributed among inmates. Hand sanitizing was also implemented. Continual and thorough cleaning & sanitizing of the jail, including fogging, was done on a routine basis. Inmates who tested positive were (and are) housed in a holding cell & monitored on an hourly basis. Inmates are only sent back to general population after five days of isolation or if their symptoms are no longer present.

- 2. Highlight 1-3 activities from the list below that your agency is interested in implementing.
  - -Activity 1: Assist facilities in establishing and implementing diagnostic and screening testing programs for residents/detainees/inmates, staff, and visitors.
  - -Activity 2: Conduct COVID-19 testing and contact tracing within confinement facilities.
  - -Activity 3: Support facilities in planning and implementing recommended isolation and quarantine strategies including for confirmed and suspected cases and close contacts.
  - -Activity 4: Implement distancing policies and support staff training to maintain distancing policies.
  - -Activity 5: Support staffing strategies that reduce the risk of virus transmission (e.g. organize staff assignments so that the same staff is assigned to the same areas of the facility over time).
  - -Activity 6: Support transportation policies and practices consistent with recommendations to reduce transmission.
  - -Activity 7: Implement visitor policies consistent with recommendations to reduce virus risk.
  - -Activity 8: Implementation of infection control practices inside facilities.
  - -Activity 9: Develop and implement procedures and systems to improve confinement facility preparedness and response efforts.

-Activity 10: Coordinate preparedness and response efforts with state, local, tribal, and territorial public health departments to prevent, prepare for, and respond to COVID-19 within confinement facilities.

-Activity 11: Enhance/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 health hazards.

- -Activity 12: Purchase of additional supplies to sanitize and clean the confinement facilities. Funding must not supplant existing expenditures on such supplies and can only be used to support enhanced cleaning efforts.
- -Activity 13: Educate and train confinement facilities staff and residents/detainees/inmates on sanitation and minimizing the spread of infectious diseases.
- -Activity 14: Implement COVID-19 mitigation practices to minimize potential opportunities for exposure including video conferencing technology and other measures for attorney/client purposes, court appearances, family visiting, and programming.
- -Activity 15: Based on state and local laws and regulations, and training and technical assistance provided by the DOJ, review and analyze policies and practices and implement policy and practice changes to safely reduce populations in confinement facilities to mitigate the spread of COVID-19. This could include creating policies and practices that may divert individuals from confinement, determine the optimal population for the facility given physical plant/structure and public health guidelines, and the revision of appropriate release practices. The DOJ will make training and technical assistance available to grantees to help ensure these activities comport with state and local laws and evidence-based practices and are administered solely by state and local correctional agencies.
- 3. Describe how your agency plans to implement the activity/activities highlighted above.

Per #6: We are asking for a new transport vehicle for inmates' medical trips, court transports & jail-to-jail transports to replace our current vehicle. It was previously a road officer's vehicle, has a lot of miles and is no longer safe or dependable. With a new vehicle we would not infringe on road officers for transport, thus possibly subjecting them and future occupants in their vehicle to exposure of the virus, not would there be a possible risk of COVID exposure to vehicle repairmen or wrecker drivers when the vehicle breaks down. We are requesting a 2023 Ford Explorer (which will be invaluable during inclement weather) with a state contract cost of \$48,000, including extras such as radio, cage, window tint, etc. It will be assigned specifically to the jail and the usage and upkeep will be monitored and maintained.

Per #8: We are asking for jumpsuits for our inmates. At present, an officer rolls a cart from cell to cell and the clothing items are heaped together then sent to the laundry room. By assigning two jumpsuits per inmate, the amount of laundry to be done would be minimized, as would the frequency of the laundry. This will also cut down on possible exposure of the virus to jail personnel and the inmates doing the laundry. The estimated costs of the jumpsuits from Bob Barker will be \$26,000.

Per #8: We are requesting new mattresses for the inmates to replace the current ones which are outdated and damaged due to continual sanitation procedures and general wear & tear. New mattresses would allow each inmate to be assigned their own which will cut down on the spread of the virus between inmates. The approximate cost from Bob Barker will be \$1,875.00.

Per #8: We are requesting a new supply of gloves that will be used by jail personnel who are dealing directly with inmates, more specifically those suspected of or carrying the COVID-19 virus. These same

gloves will also be used while cleaning and sanitizing the facility. The addition of new gloves will safeguard personnel, as well as the inmates. The gloves will be ordered in sizes M-XL to accommodate all staff. The estimated cost from Bob Barker will be \$325.00.

Per #11: We are asking for a body scanner that, in addition to detecting weapons and contraband, can measure body temperatures from up to six feet away during intakes. This will allow for earlier indication of COVID-19, safeguarding jail personnel, nursing staff and other inmates. The approximate cost of the needed TEK84 scanner is \$163,000.

#### 4. Budget Estimates for COVID-19 needs for your agency.

Item	Cost	Units	Total
Personnel/Benefits/Indirect			
Travel			
Equipment Scanner & vehicle Upgrade HVAC	\$202,000.00 \$50,000.00	1 scanner 1 vehicle	\$202,000.00 \$50,000.00
Minor Construction			
Supplies jumpsuits, mattresses, gloves	\$41,850.00	500 jumpsuits 275 mattresses 45 boxes	\$41,850.00
Testing Sites/Programs			
Miscellaneous Costs			\$2,500.00
Grand Total			\$296,350.00

#### **ATTACHMENT 2**

## Federal Award Identification Worksheet

Subrecipient's name (must match name	
associated with its Unique Entity Identifier	HAMBLEN COUNTY SHERIFF'S
(SAM)	OFFICE
Subrecipient's Unique Entity Identifier (SAM)	GLD1KRCPLYN6 Cage Code: 4T0K1
Federal Award Identification Number (FAIN)	NU50CK000528
Federal award date	08/05/2021
Subaward Period of Performance Start and	08/01/2020 - 07/31/2024
End Date	
Subaward Budget Period Start and End Date	08/01/2019 - 07/31/2022
Assistance Listing number (formerly known	93.323 Epidemiology and Laboratory
as the CFDA number) and Assistance Listing	Capacity for Infectious Diseases (ELC)
program title.	
Grant contract's begin date	08/01/2022
Grant contract's end date	06/30/2024
Amount of federal funds obligated by this	\$296,350.00
grant contract	4200,000.00
Total amount of federal funds obligated to the	
subrecipient	
Total amount of the federal award to the	\$31,366,278.00
pass-through entity (Grantor State Agency)	<del>, , , , , , , , , , , , , , , , , , , </del>
Federal award project description (as	ELC Detection and mitigation of COVID in
required to be responsive to the Federal	Confinement Facilities
Funding Accountability and Transparency Act	Commonite adminos
(FFATĂ)	
Name of federal awarding agency	The Centers for Disease Control and
	Prevention
Name and contact information for the federal	Robert Williams
awarding official	GMS
	Qji0@cdc.ogv 404-498-4034
	404-496-4034
Name of pass-through entity	State of Tennessee Department of Health
Name and contact information for the pass-	Valerie Oliver
through entity awarding official	Director, Fiscal Services
	·
	Valerie.oliver@tn.gov
Is the federal award for research and	615-532-7121
	No
development?	40.40/ -4.41 404.41 '
Indirect cost rate for the federal award (See 2	13.1% at the time of this contract.
C.F.R. §200.331 for information on type of	
indirect cost rate)	

## ATTACHMENT 3 GRANT BUDGET TOTAL

(BUDGET PAGE 1)

## HAMBLEN COUNTY SHERIFF'S OFFICE - ELC CONFINEMENT FACILITIES GRANT FOR THE DETETECTION AND MITIGATION OF COVID 19

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning August 1, 2022 and ending June 30, 2024.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1 (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1,2	Salaries, Benefits & Taxes <sup>2</sup>	\$0.00	\$0.00	\$0.00
4,15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$35,350.00	\$0.00	\$35,350.00
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>	\$261,000.00	\$0.00	\$261,000.00
22	Indirect Cost (14% Direct)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$296,350.00	\$0.00	\$296,350.00

<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: http://www.tn.gov/finance/topic/fa-policyinfo).

<sup>&</sup>lt;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	Rate	# of Months	Pct	(Longetivity, if applicable)	AMOUNT
	\$0.00	х	0 x	+	\$0.00
ROUNDED 1	TOTAL				\$0.00
PROFESSIONAL FEE/ GRANT & AWAI					AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (RE	PEAT ROW AS NEC	ESSARY)			\$0.00
ROUNDED 1	TOTAL				\$0.00
TRAVEL/ CONFERENCES & MEETING	<u> </u>				AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (RE		YESSADV)			\$0.00
ROUNDED 1		LOOAITI)			\$0.00
INTEREST					AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (RE		CESSARY)			\$0.00
ROUNDED 1	TOTAL				\$0.00
SPECIFIC ASSISTANCE TO INDIVIDUA	ALS				AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (RE	PEAT ROW AS NEC	ESSARY)			\$0.00
ROUNDED 1	TOTAL				\$0.00
DEPRECIATION					AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (RE	PEAT ROW AS NEC	ESSARY)			\$0.00
ROUNDED 1	TOTAL				\$0.00
OTHER NON-PERSONNEL					AMOUNT
10 Riot Protective suits for Correction Of	ficers @\$770				\$0.00
ROUNDED 1					\$0.00
OADITAL DUDOUAGE					
CAPITAL PURCHASE					AMOUNT
Scanner					\$163,000.00
transport vehicle					\$48,000.00
UPGRADE HVAC					\$50,000.00 \$0.00
ROUNDED 1	TOTAL				\$261,000.00



PO#

## **Invoice Reimbursement Form**

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

PO Line#

PO #	PO Li	ne#	Re	eceipt#	Agency Invoice #	
Edison Contract#	son Contract# Edison Vendor#		Edison Address Line #		AP Attachment (check if yes)	
Section 2: Invoice Inform	nation (	(to be completed	by Cont	ractor/Grantee)		
Contract Invoice#	Invoi	ce Date	Se	ervice Start Date	Service End Date	
Contract Start Date	Cont	ract End Date	_			
Contact Person Name	Phon	e#				
Remit Payment to:						
Business Name						
Street Address		City		State	ZIP	
				Long a spill Lygn		
Budget Line Items		(A) Total Contrac	t Buaget	(B) Amount Billed YTD	(C) Monthly Expenditures Due	
Salaries Benefits						
Professional Fee/Grant/Awa	rd					
Supplies	i u					
Telephone						
Postage and Shipping						
Occupancy						
Equipment Rental and Maint	enance					
Printing and Publications					<del> </del>	
Travel/Conferences and Mee	etings					
Interest						
Insurance						
Specific Assistance to Indivi	duals					
Depreciation						
Other Non-Personnel						
Capital Purchase						
Indirect Costs		1			1	

Receipt#

TOTAL

#### **Section 3:** Payment Information (to be completed by TDH Program)

Service Type (Select One): Medical Services Non-Medical Services

Speedchart	User Code	Project ID	Amount (\$)

#### 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:

Monaliz Hana

Telephone 615-532-3406

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 REI MBURSABLE 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 Summa y

AGENCY NAME			
ADDRESS			
CITY, STATE, ZIP			
REPORTING PERIOD: (MM	/DD/YY) FROM:	THRU:	
AGENCY FISCAL YEAR EN	D (MM/DD)		
COST ALLOCATION:	DOES YOUR ORGANIZATION HA	AVE AN APPROVED COST ALLOCATION PLAN? YES NO	_
If yes, Name of organization	that approved the Plan:		
	PPLIED, INDICATE THE METHOD OF ALL ies to total direct salaries applied to administ		
Ratio of direct program expe	nditure to total direct expenditures applied to	administrative cost.	
Cost step down.			
Other (describe)			
Is your organization:	A private not-for-profit organization	?	
_	A state college or university, or par	t of a city government?	
DIRECTOR		PHONE #	
PREPARER OF REPORT		PHONE #	
DATE COMPLETED			

Schedule A, Part 1 STATE OF TENNESSEE		E	PROGRAM EX	PENSE REPORT	Page of	
CONTE	RACTOR/GRANTEE				FEDERAL ID#	
CONTE	RACTING STATE AGENCY				REPORT PERIOD	
		Program#				
		Contract Number				
		Grant Period				
		Program Name Service Name				
Schedu	ιΙΕ Δ	COLVICE MAINE				
	EXPENSE BY OBJECT:		QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages					
2	Employee Benefits & Payroll Taxes					
3	Total Personnel Expenses (add li	nes 1 and 2)			·	
4	Professional Fees	,			_	
5	Supplies					
6	Telephone					
7	Postage and Shipping					
8	Occupancy					
9	Equipment Rental and Maintenance					
10	Printing and Publications					
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 (det	ail)				
a						
b						
C						
d						
19	Total Non-personnel Expenses (a	add lines 4 - 18)				
20	Reimbursable Capital Purchases	DENICEO				
21	TOTAL DIRECT PROGRAM EXF	EN2E2				
22 23	Administrative Expenses TOTAL DIRECT AND ADMINIST	DATIVE EVDENICES				
23	I O LAL DIKECT AND ADMINIST	UNTINE EVEENOES	1			

In-Kind Expenses
TOTAL EXPENSES

24 25

Page	of	

Schedule B, Part 1

#### STATE OF TENNESSEE

#### PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE				FEDERAL ID #		
CONTI	RACTING STATE AGENCY			REPORT PERIOD		
	Program# Contract Number Grant Period Program Name Service Name					
Schedu	ule B			-		
31 32 33	SOURCES OF REVENUE Reimbursable Program Funds Reimbursable Federal Program Funds Reimbursable State Program Funds Total Reimbursable Program Funds (equals line 55)	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE	
34 35 36 37 38 39 40 41	Matching Revenue Funds Other Federal Funds Other State Funds Other Government Funds Cash Contributions (non-government) In-Kind Contributions (equals line 24) Program Income Other Matching Revenue Total Matching Revenue Funds (lines 34 - 40) Other Program Funds					
43	Total Revenue (lines 33, 41, & 42)					
Recond 51 52 53 54 55 56 57 58	Ciliation Between Total and Reimbursable Expenses Total Expenses (line 25) Subtract Other Unallowable Expenses (contractual) Subtract Excess Administration Expenses (contractual) Subtract Matching Expenses (equals line 41) Reimbursable Expenses (line 51 less lines 52,53,54)  Total Reimbursement To Date Difference (line 55 less line 56) Advances			Return	to Regular Calendar Attachment 5	

Page	_ of

59 This reimbursement (line 57 less line 58)

CONTRACTOR/GRANTEE

Schedule B, Part 1 STATE OF TENNESSEE

FEDERAL ID#

PROGRAM EXPENSE REPORT

CONTRACTING STATE AGENCY REPORT PERIOD

Schedule C - Final Page STATE OF TENNESSEE

#### PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE			FEDERAL ID #			
CONTR	RACTING STATE AGENCY		REPORT PERIOD			
Schedu	lle A Year-To-Date Information	TOTAL DIRECT PROGRAM EXPENSES	NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL	
		VEAD TO DATE	\/EAD TO DATE	\/F45.T0.54TE	\/F45.T0.54T5	
Item #	EXPENSE BY OBJECT:	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	
1	Salaries and Wages					
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 Travel					
11 12						
	Conferences and Meetings Interest					
13 14	Insurance					
15	Grants and Awards					
16	Specific Assistance to Individuals					
17	Depreciation					
18	Other Non-personnel Expenses (detail)					
	Other Non-personner Expenses (detail)					
a b						
С						
d						
19	Total Non-personnel Expenses					
20	Reimbursable Capital Purchases					
21	TOTAL DIRECT PROGRAM EXPENSES					
22	Administrative Expenses					
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES					
24	In-Kind Expenses					
25	TOTAL EYDEN					

## Annual (Final) Report\*

1.	Grantee Name:			

- 3. Grant Term:
- 4. Grant Amount:

2. Grant Contract Edison Number:

**5.** Narrative Performance Details: (Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress and any activities that were not completed).

#### Submit one copy each to:

- jessie.smotherman@tn.gov
- fa.audit@tn.gov

#### **ATTACHMENT 7**

#### **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 <a href="mailto:cpo.auditnotice@tn.gov">cpo.auditnotice@tn.gov</a>. 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.

☐ Grantee Legal Entity Name is subject to an audit for fiscal year #.					
Grantee Legal Entity Name is not subject to an audit for fiscal year #.					
Grantee's Edison Vendor ID Number:					
Grantee's fiscal year end:					
Any Grantee that is subject to an audit must o	complete the information below.				
·					
Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year				
Federal pass-through funds  a. Funds passed through the State of Tennessee	a.				
b. Funds passed through any other entity	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:					

#### **Parent Child Information**

Send completed documents as a PDF file to <a href="mailto:cpo.auditnotice@tn.gov">cpo.auditnotice@tn.gov</a>. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.

if the Grantee indicates it is subject to an audit 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: Is Grantee Legal Entity Name a parent? Yes No 🗆 If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities. Is Grantee Legal Entity Name a child? Yes No  $\square$ If yes, complete the fields below. Parent entity's name: \_\_\_\_\_ Parent entity's tax identification number: Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to: Central Procurement Office, Grants Program Manager 3<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:

#### Cherokee Boat Dock LLC.

#### PO Box 1194

Morristown, TN. 37816-1194

423-586-2939 Cherokeeboatdock@gmail.com(e-mail)

# SLIP RENTAL & MOORING AGREEMENT APRIL 2023 – MARCH 2024

Cherokee Boat Dock LLC, a Tennessee Limited Liability Company hereinafter called Cherokee Boat Dock, desires to rent to:

X Hamblen County Sheriff's Department
(Tenant's Name)
X 510 Allison St. Morristown TN. 37814
(Tenant's Address)  X (423)-586-3781 X
(Tenant's Phone Number) (Tennant's e-mail address)
Boat Make/ Model Seahunt Escape 175
Boat LengthBoat Registration NumberTN0036RK
Slip or Dock AssignedDate Lease Signed

(Hereinafter referred to as "Tenant") a boat slip at its dock facilities (hereinafter referred to as the "Dock") and tenant desires to rent a boat slip from Cherokee Boat Dock. Thus, Cherokee Boat Dock and Tennant covenant and agree as follows:

#### Witnesseth "Amendment"

1. Rental of slip: Cherokee Boat Dock Hereby rents to Tenant boat slip ##						
	[Hereinafter referred to as the slip" located at the dock) and which is to be utilized by					
	the Tenant for the purpose of mooring a boat. The type of boat slip being rented is a:					
	(check One)					
	Uncovered houseboat slip + Monthly electrical charges from metered use.					
	Uncovered Ski/Fishing/Pontoon boat slip					
	X Covered Ski/Fishing/Pontoon boat slip with Air Lift (Sherriff Dept. Owns Lift)					
	Covered Ski/Fishing /Pontoon boat slip without Air Lift					
	1 boat per slip (unless otherwise notated)					
	25% additional cost on rent if used as Airbnb					
2.	Commencement of Rental Term: The term of this rental agreement shall commence on					
	<b>April 1st_,</b> 2023 (the "Commencement Date")					
3.	Duration of Term: The term of the rental agreement shall be: (check and Initial one)					
	X : Duration of Term is through March 31, 2024					
	<b>N/A</b> : For <b>N/A</b> years from the Commencement Date ("a multiyear term")					
	A A I Tama an Multiment arms shall not automatically range. A Monthly					
4.	Renewal: An Annual Term or Multiyear term shall not automatically renew. A Monthly					
	Term shall automatically be renewed for the next succeeding month until such time as					
	either party advises the other of intent to terminate the agreement. Such notice must					
be given more than 15 days from the end of the current month to be effective;						
otherwise, it will cause the rental period to terminate on the last day of the next						
_	succeeding month.					
5.	5. Rental amount and payment: Rent shall be as follows:					
	a) For the Annual Term and Multiyear Term agreement the Tenant shall pay Cherokee					
	Boat Dock LLC the sum of \$1200.00 per year, payable in installments of \$100.00 per					
	month. Each installment must be due in advance on the first day of each calendar					
	month during the term and made payable to Cherokee Boat Dock LLC.					
	b) For a month-to-month term agreement the tenant shall pay to Cherokee Boat Dock					

LLC sum of \$ N/A per month + Monthly electrical charges from metered use

Cherokee Boat Dock LLC. P.O. Box 1194 Morristown, TN. 37816. They should be sent

and the payment shall be due in advance on the first day of each month.c) Payments that are mailed. If payment is mailed, then it should be addressed to

- sufficiently in advance to ensure they arrive on or before the 1<sup>st</sup> day of the month or otherwise they shall be considered delinquent.
- d) The rental payment amount for any partial calendar months included in the rental term shall be prorated on a daily basis.
- 6. <u>Delinquency</u>: Any rent payment that is more than 10 days delinquent shall be subject to a \$25 late payment fee.
- 7. <u>Hold Over Tenant</u>: In the event that a tenant shall leave their boat in their slip beyond the end of the rental term then the Cherokee Boat Dock LLC. shall in addition to its other rights, have the right to remove the Tenant's boat from the dock at the Tenants expense. The holdover by a Tenant shall not create an implied renewal term.
- 8. <u>Sublease and assignment</u>: Tenant may not sublet or assign his leasehold interests without first obtaining written consent of the Cherokee Boat Dock LLC.
- 9. <u>Use of the Dock and conduct of the Tenants and guests:</u> All Tenants and their guests shall comply with the rules and regulations Cherokee Boat Dock promulgated by Cherokee Boat Dock LLC. from time to time. A copy of these rules and regulations may be obtained from Cherokee Boat Dock during its normal working hours.
- 10. <u>Alterations and Improvements:</u> Tenants shall not make any alterations to their slip or to the dock facilities without the prior written consent of Cherokee Boat Dock LLC.
- 11. <u>Insurance</u>: Tenant warrants to Cherokee Boat Dock LLC that it has and will maintain to keep throughout the term of the rental agreement, general casualty insurance covering their boat from loss and/or damage.
- 12. <u>Tenant's Indemnity:</u> Cherokee Boat Dock shall not be liable to Tenant, or any other person, for any personal property damage, or for the personal injury or death of any person arising from Tenants activities on or near Cherokee Boat Dock. Tenant agrees to defend, indemnify, protect and save Cherokee Boat Dock harmless from and against any and all losses, claims, liabilities, suits and actions, judgements and costs which shall arise from or grow out of any injury to or death of persons and for damage to and or loss of property, directly or indirectly arising out of, or resulting from, or in any way connected with Tenants activities, or the activities of the Tenants guests, occurring on or near Cherokee Boat Dock or the adjoining streets, sidewalks, or ways, whether sustained by Tenant or his agents, employees, invitees or any other person, firm or corporation which may seek to hold Cherokee Boat Dock Liable.
- 13. <u>Utilities:</u> Each houseboat slip has separated electric meters and the Tenant of a houseboat shall be billed monthly for the electricity usage. Cherokee Boat Dock shall pay all other charges for electricity used by the Tenants of the Dock. The tenant acknowledges that the Dock is designed to provide standard use electrical facilities. Tenant shall not use any equipment or devices that utilizes excessive electrical energy, or which may, in Cherokee Boat Dock's reasonable opinion, overload the wiring.
- 14. <u>Waiver:</u> The failure of Cherokee Boat Dock or the Tenant to insist upon performance of any of the terms or conditions of this Lease, or exercise any right to privilege herein conferred, shall not be construed as then or thereafter waiving any such terms,

- conditions, rights or privileges, etc., but the same shall continue and remain in full force and effect.
- 15. <u>Entire Agreement:</u> This Lease contains the entire agreement and contains no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.
- 16. <u>Compliance with Laws: Severability of Provisions</u>: Both parties expressly agree that it the intention of neither party to violate statutory or common law and that if any sections, paragraphs, clauses, or any combinations of same shall be inoperative and the remainder of this Lease shall remain binding upon the parties hereto unless in the judgement of either party hereto, the remaining portions hereof are inadequate to properly define the right and obligations to the parties or to effectuate the original intent of the parties, in which event such party shall have the right, upon making such determination, to thereafter terminate this Lease upon written notice to the other.
- 17. Attorney's Fees: It is hereby agreed and understood by the parties to this Lease that if Cherokee Boat Dock obtains a judgement against Tenant for breach of any provisions hereof, Cherokee Boat Dock's contract damages include all attorney's fees and other litigation expenses incurred by Cherokee Boat Dock in obtaining such judgement.
- 18. <u>Default</u>: If default shall be made at anytime be made by Tenant on the payment of rent when due to Cherokee Boat Dock LLC herein provided, and if said default shall continue for fifteen (15) days, or if default shall be made in any of the other covenants or conditions to be kept observed, and performed by Tenant, and such default should continue for fifteen (15) days after notice thereof, Cherokee Boat Dock LLC may declare the item of this lease ended and terminated. Cherokee Boat Dock LLC shall have, in addition to the remedy above provided, any other right or remedy available to Cherokee Boat Dock LLC on account of any Tenant default, in law of equity the right to impress a lien on the Tenant's boat to secure the payment of rent.

Signature	Date
Signature	Dutc

#### Cherokee Boat Dock LLC.

#### PO Box 1194

Morristown, TN. 37816-1194

423-585-2939 Cherokeeboatdock@gmail.com(e-mail)

#### **AMENDMENT A**

Effective January 1st, 2007

DUE TO INSURANCE REGULATION, NO GAS MAY BE CARRIED ONTO CHEROKEE BOAT DOCK FOR ANY REASON DUE TO SAFETY PRECAUTIONS.

BY INITIALING BELOW, I HAVE AGREED TO THE TERMS OF AMENDMENT A.

**INITIALS** 

#### Cherokee Boat Dock LLC.

PO Box 1194

Morristown, TN. 37816-1194

423-585-2939 Cherokeeboatdock@gmail.com(e-mail)

# Amendment B VESSEL RELEASE FORM

EFFECTIVE APRIL 1<sup>ST</sup>, 2019

All vessel releases must be signed and dated by a representative of Cherokee Boat Dock LLC. on the date of release. All rents are calculated until the release is signed and dated by a Cherokee Boat Dock representative. You will be responsible for the entire month's rent for the month that you withdraw your vessel.

Customer Acknowledgement:	
(Customer Signature)	(Date)
Must be signed at time of r	elease:
(Customer Signature)	(Date)
(Cherokee Boat Dock Representative)	(Date)

#### **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 #5 2022-2023

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #5 to the 2022-2023 General Purpose School Budget. This amendment was approved by the Board of Education on February 14, 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 increased the budget to \$97,241,226.65. Amendment #5 will increase the budget to \$97,397,702.29. Thank you for your consideration of this amendment.

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

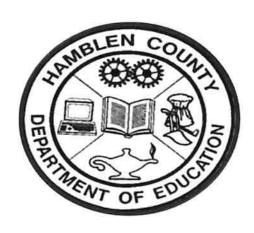
Arnold W. Bunch, Jr., Superintendent of Schools

Stand h Cenel

# HAMBLEN COUNTY DEPARTMENT OF EDUCATION 2022-2023

Arnold W. Bunch, Jr., Superintendent of Schools

### GENERAL PURPOSE AMENDMENT #5



#### HAMBLEN COUNTY SCHOOLS GENERAL PURPOSE SCHOOL BUDGET 2022-2023

#### AMENDMENT #5

EXPENDITURECODE	TITLE		BUDGET		NCREASE	DE	CREASE	_	ACTUAL	PURPOSE
71300-729	VOCATIONAL INSTRUCTION EQUIPMENT	\$	27,846,20	\$	25,000,00	\$	•	\$	52,846,20	SPARC GRANT / EQUIPMENT FOR ANIMAL SCIENCE LEARNING LAB
72220-355 72220-399	TRAVEL/STAFF DEVELOPMENT OTHER CONTRACTED SERVICES	s s	2,250,00 340,460.00	\$	15,000.00 46,317,64	\$	<u>s</u>	\$	17,250,00 386,777.64	HIGH COST FUNDING FOR SPECIAL EDUCATION PROGRAM / TRAVEL FOR HOMEBOUND, SPEECH, AND DISTRICT-WIDE TEACHER ASSISTANTS / SPEECOCCUPATIONAL THERAPY SERVICES
76100-707	BUIDLING IMPROVEMENTS	\$	3,915,000.00	\$	70,158.00	\$	•3	\$	3,985,158.00	SPARC GRANT / FACILITY UPGRADES FOR ANIMAL SCIENCE LEARNING LAB
	TOTALS	\$	4,285,556.20	\$	156,475.64	s		\$	4,442,031.84	
	NET INCREASE			<u>\$</u>	156,475.64					

## HAMBLEN COUNTY SCHOOLS GENERAL PURPOSE SCHOOL BUDGET 2022-2023

AMENDMENT #5

REVENUE	TITLE	BUDG	<u> </u>	INC	REASE	DEC	CREASE_		ACTUAL	PURPOSE
46980	OTHER STATE GRANTS	\$ 225,8	307.50	\$ 9	5,158.00	s	*	\$	320,965,50	CTE SPARC GRANT FROM STATE OF TN FOR ANIMAL SCIENCE LEARNING L
47143	OTHER STATE GRANTS	\$		\$ 6	317.64	\$		S	61,317.64	SPECIAL EDUCATION I.D.E.A. HIGH COST REIMBURSEMENT FROM STATE OI
	TOTALS	\$ 225,	807.50	\$ 15	56,475.64	s		\$	382,283.14	
	NET INCREASE			\$ 15	6,475.64					



ARNOLD W. BUNCH, JR. Superintendent of Schools

BOARD OF EDUCATION

Carolyn Clawson

Johnny Denton

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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 School Nutrition Program Budget. This amendment was approved by the Hamblen County Board of Education on February 14, 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 increased the budget to \$11,290,971.95 Amendment #3 will increase the budget to \$11,582,488.08. Thank you for your consideration of this amendment.

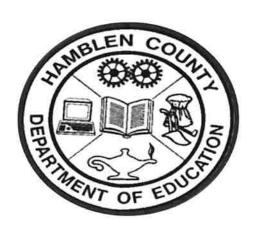
This amendment does not affect the County's maintenance of effort.

Arnold W. Bunch, Jr., Superintendent of Schools

Vend Wend

# HAMBLEN COUNTY DEPARTMENT OF EDUCATION 2022-2023

# Arnold W. Bunch, Jr., Superintendent of Schools SCHOOL NUTRITION PROGRAM AMENDMENT #3



# HAMBLEN COUNTY SCHOOLS SCHOOL NUTRITION PROGRAM BUDGET 2022-2023

#### AMENDMENT #3

EXPENDITURE	TITLE	BUDGET	INCREASE	DEC	REASE	_	ACTUAL	PURPOSE
73100-422	FOOD SUPPLIES	\$ 4,717,501.95	\$ 291,516.13	\$		\$_	5,009,018.08	STATE OF TN SUPPLY CHAIN ASSISTANCE GRANT FOR PURCHASE OF FOOD
	TOTALS	\$ 4,717,501.95	\$ 291,516.13	\$	•	\$	5,009,018.08	GOVERNO CONTRACTOR OF THE CONT
	NET INCREASE		\$ 291,516.13					

## HAMBLEN COUNTY SCHOOLS SCHOOL NUTRITION PROGRAM BUDGET 2022-2023

#### AMENDMENT #3

Equity CODE	TITLE	BUDGET	INCREASE	DECRE	ASE	-	ACTUAL	PURPOSE
47114	USDA - OTHER	\$ 288,451.95	\$ 291,516.13	\$	•	\$	579,968.08	STATE OF TN SUPPLY CHAIN ASSISTANCE GRANT
	TOTALS	\$ 288,451.95	\$ 291,516.13	\$	•	\$	579,968.08	
	NET INCREASE		\$ 291,516.13					

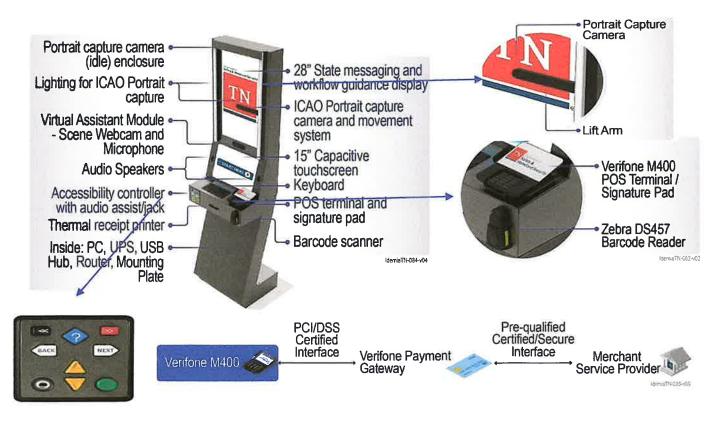


For the March 2023 Commission Meeting

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
52500.709	Data Processing Equipment	\$ 27,000.00	
	DECREASE RESTRICTED FUND BALANCE ACCOUNT:		
34510.000	Vehicle Certificate of Title Fees (Restricted for County Clerk)		\$ 27,000.0
		27,000	27,
ef Descriptions of issue increase appropriation	is to cover the purchase of an outdoor kiosk for the County Clerk's Offi	ce.	27,
increase appropriation	s to cover the purchase of an outdoor kiosk for the County Clerk's Officted for County Clerk's Account are being used to cover the cost of thi	ce.	27,
increase appropriation	is to cover the purchase of an outdoor kiosk for the County Clerk's Offi	ce.	27,
increase appropriation	is to cover the purchase of an outdoor kiosk for the County Clerk's Offi	ce. s purchase.  tment Only:	2



Approximately 250 lbs - Standard 110V AC Power provided by a single C14 power input connection (bottom rear) with both surge protection and a UPS built in





For the March 2023 Cor	nmission Meeting					
Fund	#101	DEPT:	County C	Clerk's Office		
Account Number	INCREASE A	Descri PPROPRIAT			Increase	Decrease
52500.348	Postal Charge				\$ 6,000.00	
52500.169	DECREASE A Part-Time Pe		TIONS:			\$ 6,000.0
					6,000	6,00
Brief Descriptions of issue To increase appropriation	ue: ons to cover postage e	expenses for th	e County Clerk	x's Office throu	igh EOY FY 22	2-23.
F						
Signature: 2000  Title: 3-C	sydend nty Cle e-23	CK	<u> </u>	Reviewed	ce Department O by:	



or the March 2023 Comr	nission Meeting	<del></del>						
'und	#101	DEPT:	Drug Cou	ırt				
Account Number	INCREASE A	Descri			Ir	ncrease	De	ecrease
53330.425	Gasoline	T ROT KIAT	10115.		\$	500.00		
53330.207	DECREASE A		TIONS:				\$	500.0
						500		5
rief Descriptions of issue o increase appropriation	is to cover gasoline	costs for Drug	Court through	EOY FY 22-2	3.			
	rdinator	,		Reviewed Budget A	l by: _	partment O	-	_
Date: 3/6			_	Budget A Date:				



For the March 2023 Com	nmission Meeting	***			
Fund	#101	DEPT:	Jail		
Account Number	THOUSE AGE A	Descri		Increas	se Decrease
	INCREASE A	PPROPRIATI	IONS:		
54210.187	Overtime		_	\$ 52,500	.00
F 4910 100	DECREASE A	PPROPRIAT	IONS:		
54210.160	Guards				\$ 52,500.00
Brief Descriptions of issue To increase appropriation The Jail is currently shor guards.	e: is to cover increased t 8-9 correctional of	d overtime expe	enses for Jail sta ; in increased ov	aff due to shortage of govertime pay for the rem	ıards. aining
guarus.					
Signature:	Tenes Paux		8	For Finance Departmen	nt Only:
Title:	lones faus and Admin	711	_	Reviewed by:Budget Amendment:	
Date: 3	18/23			Date:	



For the March 2023 Commission Meeting

Fund	#101 DEPT: Jail		
Account Number	Description	Increase	Increase
	INCREASE APPROPRIATIONS:		
54210.599	Other Charges	\$ 3,106.05	
54210.187	Overtime Pay	\$ 17,600.95	
	INCREASE REVENUE:		00.505.0
47990	Direct Federal Revenue		\$ 20,707.00
		20,707	20,70
Brief Descriptions of issue To record funds received fees to Justice Benefits In line to offset expenses.	E: from the SCAAP grant. Of the funds received, \$3, ac. for the grant and the remaining funds of \$17,60	106.05 will be used to pay 10.95 will be moved to the	consultant Jail overtime
Signature:	lever Laws	For Finance Department O Reviewed by:	nlv:
		neviewed by:	
	I Adm.	Budget Amendment:  Date:	=;



For the March	2023 Commission Meeting	
		)

Account Number	Description	Increase	Increase
110004110114111001	INCREASE APPROPRIATIONS:	*	
53330.524	In Service / Staff Development	\$ 150.00	
	INCREASE REVENUE:		\$ 150
101.44170	Miscellaneous Refunds		\$ 150.
of Decembrians of Joseph		150	
ef Descriptions of issue record funds received a ng unable to attend cor In Service and Staff D	as a reimbursement from TN Assoc. of Drug Court . nference. This will place the \$150 registration fee b	Professionals due to Penn	y Knight s line
record funds received : ng unable to attend co	as a reimbursement from TN Assoc. of Drug Court . nference. This will place the \$150 registration fee b	Professionals due to Penn	y Knight s line
record funds received : ng unable to attend co	as a reimbursement from TN Assoc. of Drug Court . nference. This will place the \$150 registration fee b	Professionals due to Penn	y Knight s line
record funds received : ng unable to attend co	as a reimbursement from TN Assoc. of Drug Court .  nference. This will place the \$150 registration fee bevelopment.	Professionals due to Penn ack into the department's	s line
record funds received : ng unable to attend co	as a reimbursement from TN Assoc. of Drug Court .  nference. This will place the \$150 registration fee bevelopment.	Professionals due to Penn	only:
record funds received a ng unable to attend co In Service and Staff D	as a reimbursement from TN Assoc. of Drug Court . nference. This will place the \$150 registration fee b	Professionals due to Penneck into the department's	only:



Decrease
300,000.00
300,000

February	2023		Feb-23								T-1-1	Тах Мар	C	Parcel
Permit	Date	Applicant	Туре	Address	Construction	Permit	SW	Plumbing	Mech.	Gas	Total \$72.00	018K	Group	021.00
	2/2/23	Dennon Hart	Deck	576 Leola Street	\$8,000.00	\$72.00					\$50.00	035A	A	045.00
	2/3/23	Delton Smith	Above Gd Pool	429 Carroll Rd	\$12,000.00	\$50.00					\$50.00	033A		055.07
	2/3/23	Premier Pools & Spa	Deck & In Gd Pool	2323 Panter Creek Rd	\$67,000.00	\$50.00		\$125.00			\$125.00	062		035.00
	2/6/23	Tim Bogan Plumbing	Plumbing	6152 Powers Rd				\$105.00			\$105.00	056		156.01
	2/6/23	Christiansen Const	Plumbing	3175 Nelson School Rd	\$7,500.00	\$130.00		\$103.00			\$130.00	050N	Α	007.03
	2/6/23	Scott Lee	Deck	4294 Witt Acres Circle 3967 Harbor View Dr	\$118,655.00	\$50.00					\$50.00	017C	Α	039.00
	2/6/23	Premier Pools & Spa	In Gd Pool	8091 E A J Hwy	\$62,500.00	\$100.00					\$100.00	0130	Α	010.00
	2/7/23	Donald Rhodes	SWMH Deck	4977 Cedar Cove Dr	\$20,000.00	\$120.00					\$120.00	011P	В	006.00
	2/7/23	Kenton Levinson	Deck/Pool	1870 Mineral Hills Rd	\$10,000.00	\$50.00					\$50.00	049J	Α	013.00
	2/7/23	Howard Bledsoe	House 2191 sf	2165 Old Cedar Lane	\$280,000.00	\$957.50	\$100.00				\$1,057.50	0390	F	016_01
	2/7/23 2/7/23	Terry Lawson Const. Terry Lawson Const.	Mechanical	2165 Old Cedar Lane	\$200,000.00	4007100	<b>V.164</b>		\$20.00		\$20.00	0390	F	016.01
	2/7/23	Clayton Homes	SWMH	496 Hayes Rd	\$70,000.00	\$100.00					\$100.00	018		132.05
	2/8/23	Healy Plumbing Service	Gas	1756 Macedonia Rd	0,0,000,00	***************************************				\$50.00	\$50.00	016		010.05
	2/8/23	America's Home Place	House 3066 sf	2644 Valley Home Rd	\$651,136.92	\$1,207.50	\$100.00				\$1,307.50	049		033.02
	2/8/23	America's Home Place	Mechanical	2644 Valley Home Rd	******				\$15.00	\$25,00	\$40.00	049		033.02
	2/8/23	Jerry Wallace	Plumbing	2736 Springvale Rd				\$100.00			\$100.00	043		077.02
	2/9/23	Lee Ellis	House 1560 sf	6838 Westgate Circle	\$155,000.00	\$689.00	\$100.00				\$789.00	054F	E	003.00
	2/9/23	Lee Ellis	Mechanical	6838 Westgate Circle	3-48-410-68-68				\$20.00		\$20.00	054F	E	003.00
23-0058M			Mechanical	6989 Windgate Court	\$10,000.00				\$20.00		\$20.00	054F	E	019.00
	2/13/23	Julio Esquivel	Deck	5990 Hiawatha Rd	\$2,000.00	\$224.00					\$224.00	039		035.10
	2/13/23	Victor Aquilar	Remodel	5773 Dodson Ferry Rd	\$9,000.00	\$191.00					\$191.00	018L	В	004.01
	2/13/23	Burkette Brewer	Storage Bldg	2598 Lowe Drive	\$8,500.00	\$60.00					\$60.00	032	Α	032.01
23-0061 23-0062 <b>P</b>		Larry Lynch	Plumbing	5094 Cameron Rd				\$100.00			\$100.00	039		058.02
22-0063P		Larry Lynch	Plumbing	2165 Old Cedar Lane				\$85.00			\$85.00	0390	F	016.01
23-0064P		Larry Lynch	Plumbing	2897 Portrum Drive				\$90.00			\$90.00	024G	С	026.00
23-0065 <b>P</b>		Larry Lynch	Plumbing	141 Adley Street				\$95.00			\$95.00	024G	С	016.00
23-0066P		Larry Lynch	Plumbing	4015 Maple Valley Rd				\$95.00			\$95.00	048		075.00
	2/15/23	Mark Brady	Storage Bldg	3074 Valley Home Rd	\$11,523.75	\$72.00					\$72.00	056		144.00
23-0068		Jeffrey Mills	House 2377sf	4163 Harbor View Drive	\$275,000.00	\$1,127.35	\$100.00				\$1,227.35	017C	Α	020.00
23-0069M		Jeffrey Mills	Mechanical	4163 Harbor View Drive					\$20.00		\$20.00	017C	Α	020.00
	2/15/23	Jeffrey Mills	Plumbing	4163 Harbor View Drive				\$100.00			\$100.00	017C	A	020.00
		S. Hamblen Co Fire Dp	Addition	4686 S Davy Crockett Parkway	\$120,000.00	\$1,375.00					\$1,375.00	057		041.00
23-0072		Louis Coffey	Storage Bldg	1675 Fernwood Church Rd	\$2,760.00	\$0.00					\$0.00	056		069.00
23-0072		Silas Taylor	DWMH	8067 Whetsel Rd	\$150,000.00	\$350.00					\$350.00	032		066.00
23-0074		Austin Hayes/Hearld	Porch	4101 Cameron Rd	\$4,400.00	\$78.00					\$78.00	032		040.00
23-0075		Darla Kills	Storage Bldg	1320 Central Church Rd	\$4,359.00	\$40.00					\$40.00	032		117.01
23-0076		Adam Snowden	Storage Bldg	2267 Silver City Rd	\$4,500.00	\$40.00					\$40.00	036		016.05
	2/21/23	Leonard Watts	Garage	8115 Whetsel Rd	\$25,687,72	\$375.00					\$375.00	020		066.04
23-0078P		Leonard Watts	Plumbing	8115 Whetsel Rd				\$25.00			\$25.00	020		066.04
	2/21/23	Edward Williams	Carport	3720 Reeds Chapel Rd	\$4,292.92	\$25.00					\$25.00	025		179.00
23-0080		David Perkey	Storage Bldg	1965 Needmore Rd	\$4,000.00	\$67.00					\$67.00	006		044.01
23-0081		J A Wilder Builders	Garage/Cover	2950 Park View Drive	\$150,000.00	\$321.75					\$321.75	017E	В	010.00
	2/24/23	Larry Cremeans	Carport	204 Milburn Street	\$2,400.00	\$25.00					\$25.00	047E	C	006.00
	2/24/23		Indu/Warehouse	4545 Enka Hwy	\$325,000.00	\$4,730.00	\$100.00				\$4,830.00	051		087.00
23-0084M		Northwest Synergy	Mechanical/ Gas	4545 Enka Hwy					\$20.00	\$25.00	\$45.00	051	_	087.00
	2/24/23	Gunter Construction	Plumbing	1397 Dandelion Circle				\$130.00			\$130.00	040B	В	008.00
	2/28/23	Foust Screen Designs	Sign	Balch Rd and 25 E	\$800.00	\$35.20					\$35.20	050		062.0
											\$0.00			+
											\$0.00			+
											\$0.00			+
											\$0.00			+
											\$0.00			+
									******	0400.00	\$0.00			+
	Total			Total:	\$2,576,015.31			\$1,050.00	\$115.00	\$100.00	\$14,477.30			+-
Running	Total				\$20,008,700.42		\$4,300.00		\$1,157.50	\$760.00	\$99,518.90	ET.UE.	Marth	VID
					Total No.	Amount		Total					Monthly	y YTD
			" Ag Exempt/ no fee	CHO and Miscellaneous	10	\$50.00		\$50.00			64E C27 C2	HOMES	0	0
				Re-Zoning Request	1	\$75.00		\$75.00	Grand		\$15,637.30		-	+
				Variance Request				\$0.00	Total:	T				+
			V	Plat Approval	5	\$835.00		\$835.00						-
		3 lots or		Land Disturbance/Development				\$0.00						+
				Use on Review	4	\$200.00		\$200.00	2021-2022			_	_	+
				Refunds				\$0.00	Running				-	+
				Total Collected				\$1,160.00	Total:	\$108,021.90				-
				D 1 7 (-10-II1-1				\$8,503.00						
				Running Total Collected				\$0,000.00				-		

## 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

March 8, 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 - FEBRUARY, 2023

Dear Bill:

Please find enclosed two (2) invoices representing legal services rendered on behalf of Hamblen County, Tennessee during the month of February, 2023.

As usual, one invoice covers our General/Miscellaneous File, and one (1) invoice covers a separate county department.

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

With best regards, I remain,

Very truly yours,

Christopher P. Capps

CPC/alg

**Enclosures** 

https://ccchlaw.shareponn.com/sues/lawibles/Shared Documents/Hamblen County/Letters/2023/Brittam,Bill(Invoice)-03-08-23 doc

Christopher P. Capps /alg



#### Capps & Byrd, LLP

INVOICE

1004 W. 1st North Street Morristown, TN 37814 Invoice # 911 Date: 03/08/2023 Due On: 04/07/2023

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	02/01/2023	Meeting with Kelley Hinsley; review draft	0.65	\$150.00	\$97.50
Service	02/02/2023	E-mail to and from Jeff Thompson and Art Knight re: audit letter; e-mail from and to Brian Blind re: easement; e-mails to and from Bill Brittain re: Encore	0.30	\$150.00	\$45.00
Service	02/03/2023	E-mails from and to Brian Blind re: easement; phone conferences and e-mails with Bill Brittain, Kelley Hinsley and Clinton Little; e-mails to and from Amanda Hale re: audit letter	0.25	\$150.00	\$37.50
Service	02/06/2023	Phone conferences and e-mails with Kelley Hinsley, Clinton Little and Bill Brittain; review contracts re: Encore	0.75	\$150.00	\$112,50
Service	02/07/2023	Phone conferences and e-mails with Kelley Hinsley, Clinton Little and Bill Brittain	0.45	\$150.00	\$67.50
Service	02/08/2023	E-mail from Jesi Harrell re: bond letter; e-mail from Jeff Thompson re: audit letter; phone conferences and e- mails with Kelley Hinsely and Clinton Little; deliver notary page; e-mail from Mark Mamantov re: bond	0.55	\$150,00	\$82.50
Service	02/09/2023	E-mails with Bill Brittain re: drug court; e-mails from and to Bill Brittain re: easement; prepare bond letter	0.45	\$150.00	\$67.50
Service	02/10/2023	E-mails with Bill Brittain and Penny Knight re: drug court; e-mail from Trish Bowman re: 2/13 committee meeting; e-mail to Tom Hyde re: recovery court; e-mail to Art Knight re: audit letter; phone conferences and e-mails with Kelley Hinsley, Bill Brittain and Tom Hyde	0.95	\$150.00	\$142.50
Service	02/13/2023	E-mails with Amanda Hale re: audit letter; e-mails with Trish Bowman re: records request and corrected agenda for committee; committee meeting (no finance committee)	1.20	\$150.00	\$180.00

Service	02/14/2023	E-mail to Stephanie Carter re: sewer easement; phone conference with Trish Bowman	0.15	\$150.00	\$22.50
Service	02/15/2023	E-mails from and to Stephanie Carter re: sewer easement	0,05	\$150.00	\$7.50
Service	02/17/2023	E-mail from Trish Bowman re: 2/23 commission meeting	0,05	\$150.00	\$7.50
Service	02/20/2023	Phone conference with Bill Brittain; phone conference with Cutshaw	0.30	\$150.00	\$45.00
Service	02/21/2023	Phone conference with Kelley Hinsley and Chris Cutshaw	0.15	\$150.00	\$22.50
Service	02/22/2023	E-mail from Kelley Hinsley re: Encore	0.05	\$150.00	\$7.50
Service	02/23/2023	Review documents and phone conference with Kelley Hinsley; e-mails from and to Brian Blind re: easement	0.35	\$150.00	\$52.50
Service	02/24/2023	E-mails from Amanda Hale, Art Knight and Joyce Fahl re: audit letter; e-mails with Kelley Hinsley, Bill Brittain and Amy Wesley	0.45	\$150.00	\$67.50
Service	02/26/2023	E-mail from Linda Noe re: public records request	0.05	\$150.00	\$7.50
Service	02/27/2023	E-mails from and to Trish Bowman re: public records request and from Bobby Haun; receive and record easement agreement; prepare audit letter	1.50	\$150.00	\$225.00
Service	02/28/2023	E-mail to Amanda Hale re: audit letter; e-mail from Kelley Hinsley re: Encore	0.10	\$150.00	\$15.00
Expense	02/28/2023	Court costs: Hamblen County Register of Deeds (easement recording fee)	1.00	\$47.00	\$47.00
			Т	otal	\$1,359.50

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

#### **Current Invoice**

Balance Due	Payments Received	Amount Due	Due On	Invoice Number
\$1,359.50	\$0.00	\$1,359.50	04/07/2023	911
\$1,359.50	Outstanding Balance			
<b>\$0</b> .00	Amount in Trust			
\$1,359.50	Total Amount Outstanding	9		

Please make all amounts payable to: Capps & Byrd, LLP Please pay within 30 days.

#### Capps & Byrd, LLP

INVOICE

1004 W. 1st North Street Morristown, TN 37814 Invoice # 912 Date: 03/08/2023 Due On: 04/07/2023

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	02/07/2023	E-mails from and to Tommy McKinney re: property; letter to Torres	0.35	\$150.00	\$52.50
Service	02/13/2023	E-mails from and to Tommy McKinney re: pending litigation	0.15	\$150.00	\$22.50
Service	02/14/2023	E-mail from Tina Whitaker re: zoning	0.05	\$150.00	\$7.50
Service	02/15/2023	E-mails from and to BJ Lowe re: pending litigation	0.10	\$150.00	\$15.00
Service	02/16/2023	E-mails from BJ Lowe re: pending litigation; Sizemore hearing and prepare Judgment	2.75	\$150.00	\$412.50
Service	02/17/2023	E-mails to and from Tommy McKinney re: pending litigation	0.10	\$150.00	\$15.00
Service	02/20/2023	E-mails to and from BJ Lowe re: pending litigation; e-mails from and to Tommy McKinney re: property; e-mail from Tina re: packet; e-mail to Brent Hensley	0.30	\$150.00	\$45.00
Service	02/21/2023	E-mail from Brent Hensley re: pending litigation	0.05	\$150.00	\$7.50
Service	02/27/2023	E-mails from and to Tina Whitaker re: agenda	0.05	\$150.00	\$7.50
			т	otal	\$585.00

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

#### **Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
----------------	--------	------------	-------------------	-------------

\$585.00	\$0.00	\$585.00	04/07/2023	912
\$585.00	Outstanding Balance			
\$0.00	Amount in Trust			
\$585.00	Total Amount Outstanding	т		

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)

and	101 DEPT: County Coro		
Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
54010 405	Office Cumplies	\$ 2,500.00	
54610.435 54610.307	Office Supplies Communication	\$ 500.00	
34010.307	Communication	Ψ 300.00	
	DECREASE APPROPRIATIONS:		
54610.312	Contracts With Private Agencies		\$ 3,000.00
		\$ 3,000.00	\$ 3,000.0
kaminer's Office in exce	ss of budgeted amount.	-	
equesting Department	1) Alexan		
itle:	FMPI		
eate: 3/1	123		
pproval by County M	ayor	n n n	
ignature:	Bell Butain	For Finance De Reviewed by:	
fitle:	sundy Mayor	Budget Amend	lment
ate:	3-2-7023		



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

Account Number	Description	Increase	Decrease
11000411011001	INCREASE APPROPRIATIONS:		
53920.451	Uniforms	\$ 1,000.00	
	DECREASE APPROPRIATIONS:		
53920.716	Law Enforcement Equipment		\$ 1,000.0
			<del> </del>
	The latest and the la	\$ 1,000.00	\$ 1,000.
	ns to cover uniform costs for Honor Guard attire for Co	urtroom Security.	
		urtroom Security.	
increase appropriation	ns to cover uniform costs for Honor Guard attire for Co	urtroom Security.	
increase appropriation	ns to cover uniform costs for Honor Guard attire for Co	urtroom Security.	
equesting Departme	ns to cover uniform costs for Honor Guard attire for Co	urtroom Security.	
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equesting Department of the construction of th	ns to cover uniform costs for Honor Guard attire for Co		
equesting Department of the country Months o	ns to cover uniform costs for Honor Guard attire for Co	For Finance D. Reviewed by: Budget Amend	





OFFICE OF THE MAYOR

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

Fund	101 DEPT: Juvenile	Court	
Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
53500.422	Food Supplies	\$ 300.00	
	DECREASE APPROPRIATIONS:		
53500.524	In Service / Staff Development		\$ 300.00
00000.024	In betvice / Blair Development		,
		\$ 300.00	\$ 300.00
Requesting Departmen	nt of the		
Signature:	nu srew Day		
Title:	screeton 1	<del></del>	
Date:	12/23	<del></del>	
Approval by County M	ayor	[n] n = (n)	
Signature:	Sell Buttain	For Finance Do	
Title:	deenty Mayor	Budget Amend	ment
Date: 3/	3/23	.41	1 3 4 23



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

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
52900.415	Electricity	\$ 1,000.00	
	DECREASE APPROPRIATIONS:		
52900.307	Communication		\$ 1,000.00
32900.301	Communication		ψ 1,000.00
<u></u>			
		\$ 1,000.00	\$ 1,000.00
	ns to cover electricity costs for the Satellite Office in exces	s of budgeted amount	
		s of budgeted amount	
o increase appropriatio	ns to cover electricity costs for the Satellite Office in exces	s of budgeted amount	
o increase appropriatio	ns to cover electricity costs for the Satellite Office in exces	s of budgeted amount	
dequesting Departme	ns to cover electricity costs for the Satellite Office in exces	s of budgeted amount	
Co increase appropriation  Requesting Department ignature:	ns to cover electricity costs for the Satellite Office in exces	s of budgeted amount	
Cequesting Departme ignature:	ns to cover electricity costs for the Satellite Office in excess  nt  agy i fendersor  unty Clerk  - 6 - 23		
Requesting Departme ignature:  Oute:  Outer Special Sequence of the control of th	ns to cover electricity costs for the Satellite Office in excess  nt  agy i fendersor  unty Clerk  - 6 - 23	For Finance De Reviewed by:	epartment Onl
Requesting Departme Signature:  Date:  Signature:  Sig	ns to cover electricity costs for the Satellite Office in excess  nt  agy i fendersor  unty Clerk  - 6 - 23	For Finance De	epartment Onl



#### **Financial Summary Report**

### Hamblen County Trustee Printed 03/08/2023 12:48 PM By SCOTTY LONG

Financial Summary Report - February 01, 2023 to February 28, 2023

Fund	Name	Starting Balance	Receipts	Disbursements	Transfers In	Transfers Out	Comm. Adj.	Commission	Ending Balance
101	GENERAL FUND	\$11,118,198.73	\$5,183,311.91	\$3,285,514.10	\$0.00	\$0.00	(\$432.19)	\$86,458.66	\$12,929,970.07
116	GARBAGE/SOLID WASTE	\$3,557,265.09	\$585,643.19	\$524,208.95	\$0.00	\$0.00	(\$1.58)	\$9,697.64	\$3,609,003.27
122	DRUG CONTROL	\$273,016.16	\$12,182.35	\$811.53	\$0.00	\$0.00	\$0.00	\$111.79	\$284,275.19
126	SCHOOL EMPLOYEE SELF INSURANCE	\$32,416.11	\$0.00	\$4,320.50	\$5,808.00	\$0.00	\$0.00	\$0.00	\$33,903.61
127	SCHOOL TAX ACCOUNT	\$111.81	\$1,193,430.26	\$1,193,430.26	\$0.00	\$0.00	\$0.00	\$0.00	\$111.81
128	OPIOID SETTLEMENT FUND	\$2,111,531.34	\$297,624.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,409,155.58
131	HIGHWAY/PUBLIC WORKS	\$749,137.23	\$202,192.73	\$242,625.93	\$0.00	\$0.00	\$0.00	\$2,021.93	\$706,682.10
141	GENERAL PURPOSE SCHOOL	\$23,618,602.72	\$12,413,213.45	\$7,943,676.91	\$0.00	\$0.00	(\$425.86)	\$111,332.17	\$27,977,232.95
142	SCHOOL FEDERAL PROJECTS	\$1,925,910.01	\$783,354.27	\$1,396,571.48	\$0.00	\$0.00	\$0.00	\$0.00	\$1,312,692.80
143	FOOD SERVICE	\$7,643,403.46	\$860,436.38	\$572,259.10	\$0.00	\$0.00	\$0.00	\$0.00	\$7,931,580.74
151	GENERAL DEBT SERVICE	\$15,075,367.22	\$2,817,354.69	\$158,218.08	\$0.00	\$0.00	(\$277.41)	\$53,021.70	\$17,681,759.54
171	GENERAL CAPITAL PROJECTS	\$49,826.45	\$4,502,207.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,552,033.66
176	HIGHWAY CAPITAL PROJECTS	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.38
178	AMERICAN RESCUE FUNDS	\$2,861,506.77	\$8,518.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,870,024.95
189	OTHER CAPITAL PROJECTS	\$85,900,831.64	\$294,752.67	\$1,836,222.70	\$0.00	\$0.00	\$0.00	\$0.00	\$84,359,361.61
263	EMPLOYEE SELF-INSURANCE	\$498,897.09	\$266,171.75	\$389,685.13	\$0.00	\$0.00	\$0.00	\$0.00	\$375,383.71
320	FLEX MEDICAL SPENDING	\$6,450.94	\$2,215.88	\$2,215.88	\$0.00	\$0.00	\$0.00	\$0.00	\$6,450.94
351	TRUST AND AGENCY	\$0.00	\$1,765,186.71	\$1,747,534.84	\$0.00	\$0.00	\$0.00	\$17,651.87	\$0.00
999	TRUSTEE'S OFFICE	(\$10,930,047.46)	(\$279,002.58)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$11,209,050.04)
	OVERFLOW	\$4,172.77	\$28,614.62	\$28,271.62	\$0.00	\$0.00	\$0.00	\$0.00	\$4,515.77
28310	UNDISTRIBUTED TAXES	\$175.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175.00
29900	FEE/COMMISSION	\$10,931,743.96	\$280,295.76	\$0.00	\$0.00	\$1,137.04	\$0.00	\$0.00	\$11,210,902.68
ande		\$155,428,517.42	\$31,217,703.67	\$19,325,567.01	\$5,808.00	\$1,137.04	(\$1,137.04)	\$280,295,76	\$167,046,166.32



#### **Financial Summary Report**

### Hamblen County Trustee Printed 03/08/2023 12:48 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	\$11,776,562.40(+)	\$11,776,562.40(-)	\$1,700.00
BANKRUPTCY	BANK ACCOUNTS	\$155,417,140.43	\$69,995,664.01(+)	\$58,387,204.11(-)	\$167,025,600.33
INTEREST	COMPENSATION ACCOUNT	\$0.00	\$0.00(+)	\$0.00(-)	\$0.00
	STATE TAX RELIEF	\$7,681.00	\$38,441.00(+)	\$29,252.00(-)	\$16,870.00
	UNUSED ACCOUNTS	\$0.00	\$0.00(+)	\$0.00(-)	\$0.00
	TOTAL	155426521.43	\$81,810,667.41	\$70,193,018.51	\$167,044,170.33

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 February 01, 2023 through February 28, 2023

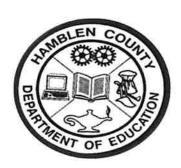
Signature: A CANOLISTON

Title: TRUSTIEF

March 08, 2023

# HAMBLEN COUNTY DEPARTMENT OF EDUCATION QUARTERLY EXPENDITURE REPORT Arnold W. Bunch, Jr., Superintendent of Schools

# SECOND QUARTER 2022-2023



GENERAL PURPOSE	BUDGET	SPENT	REMAINING	PERCENT REMAINING
REGULAR INSTRUCTION	\$ 48,201,137.43	\$ 20,190,236.23	\$ 28,010,901.20	58,11%
SPECIAL EDUCATION	7,602,423.00	3,170,560.79	4,431,862.21	58.30%
VOCATIONAL EDUCATION	4,026,966,80	1,549,832.30	2,477,134.50	61.51%
STUDENT BODY	193,000.00	154,995.93	38,004.07	19.69%
ATTENDANCE	4,025.00	3,997.27	27.73	0.69%
HEALTH SERVICES	915,651.00	366,862.57	548,788.43	59.93%
OTHER STUDENT SUPPORT	1,929,286.00	790,131.09	1,139,154.91	59.05%
INSTRUCTIONAL ADMINISTRATION	3,135,191.92	1,288,916.60	1,846,275.32	58.89%
SPECIAL EDUCATION ADMINISTRATION	1,172,516.00	449,577.41	722,938.59	61.66%
VOCATIONAL EDUCATION ADMINISTRATION	276,509.00	122,698.08	153,810.92	55.63%
TECHNOLOGY	2,032,845.00	994,630.23	1,038,214.77	51.07%
BOARD OF EDUCATION	1,459,147.00	1,024,084.22	435,062.78	29.82%
OFFICE OF THE DIRECTOR	763,710.00	370,653.85	393,056.15	51.47%
OFFICE OF THE PRINCIPAL	5,351,945.00	2,280,038.22	3,071,906.78	57.40%
FISCAL SERVICES	624,461.00	266,012.36	358,448.64	57.40%
OPERATION OF PLANT	6,721,876.00	3,173,164.55	3,548,711.45	52,79%
MAINTENANCE OF PLANT	1,670,985.00	903,604.38	767,380.62	45.92%
TRANSPORTATION	4,011,842.00	1,974,181.93	2,037,660.07	50.79%
EXTENDED SCHOOL PROGRAM/FAM. RESOURCE	608,881.30	325,791.07	283,090.23	46.49%
EARLY CHILDHOOD EDUCATION	1,442,000.00	576,222.89	865,777.11	60.04%
REGULAR CAPITAL OUTLAY	3,915,000.00	1,008,693.51	2,906,306.49	74.24%
EDUCATION DEBT SERVICE	500,000.00	500,000.00	383	0.00%
TRANSFERS	28,244.00		28,244.00	100.00%
TOTALS	\$ 96,587,642.45	\$ 41,484,885.48	\$ 55,102,756.97	57.05%

							PERCENT	
EDERAL PROGRAMS - CONSOLIDATED ADMIN.	BUDGET		SPENT		REMAINING		REMAINING	
	\$	197,266.97	\$	98,031.17	\$	99,235.80	50.31%	
REGULAR INSTRUCTION	\$	197,266.97	\$	98,031.17	\$	99,235.80	50.31%	
TOTALS					on Si		THE RESERVE TO SERVE THE PARTY OF THE PARTY	
<b>国家研究员员员</b>					1000		PERCENT	
The state of second transportations and appearance as		BUDGET		SPENT	R	EMAINING	REMAINING	
FEDERAL PROGRAMS - TITLE I	\$	2,284,971.76	\$	729,737.67	\$	1,555,234.09	68.06%	
REGULAR INSTRUCTION	Ф	130,170,24	•	13,487.58		116,682.66	89.64%	
OTHER STUDENT SUPPORT		720,131.00		211,347.53		508,783.47	70.65%	
REGULAR INSTRUCTION		10,000.00		2		10,000,00	100.00%	
TRANSPORTATION		60,602.11		-		60,602.11	100.00%	
TRANSFERS	_	3,205,875.11	\$	954,572.78	\$	2,251,302.33	70.22%	
TOTALS	<u> </u>	3,203,010.11	-		vice-metals		20 10 13 10 M	
	1973 340	Antal Paper	10		3 -51	ENDING NO.	PERCENT	
FEDERAL PROGRAMS - TITLE IIA		BUDGET		SPENT	F	REMAINING	REMAINING	
FEDERAL PROGRAMO THEE MA								
REGULAR INSTRUCTION		646,995.07		144,584.90		502,410.17	77.65%	
		8,940.11			-	8,940.11	100.00%	
TRANSFERS TOTALS		655,935.18	\$	144,584.90		511,350.28	77.96%	
	-516.5		2.54	SECTION SECTION	10 Kg	THE SAME	Control of the Control	
A THE MENT AND A STREET OF THE STREET							PERCENT	
PROCESSES TITLE III		BUDGET		SPENT		REMAINING	REMAINING	
FEDERAL PROGRAMS - TITLE III								
A PROTECTION	\$	149,928.54	\$	43,400.42	\$	106,528.12	71.05	
REGULAR INSTRUCTION	·	88,373.59		20,362.26		68,011.33	76.96°	
OTHER STUDENT SUPPORT		3,500.00				3,500.00	100.00	
TRANSFERS	5		\$	63,762.68	\$	178,039.45	73.63	
TOTALS	_					- Carrie and Table	0.0000000000000000000000000000000000000	
TOTALS		241,002.13						

3ET  .827.99 \$ .254.18 .000.00 .551.61 .633.78 \$  SET  .359.25 \$ .000.00 .600.00 .959.25 \$	\$PENT  40,181.23 64,992.05	REMAINING  46,646.76  113,262.13  2,000.00  4,551.61  \$ 166,460.50   REMAINING  82,342.18  1,000.00  2,600.00  \$ 85,942.18	FEMAINING  53.72% 63.54% 100.00% 61.28%  PERCENT REMAINING  67.85% 100.00% 68.78%
,254.18 ,000.00 ,551.61 ,633.78 \$ SET ,359.25 \$ ,000.00 ,600.00	64,992.05 - - 105,173.28 SPENT 39,017.07	113,262.13 2,000.00 4,551.61 \$ 166,460.50 REMAINING  82,342.18 1,000.00 2,600.00	63.54% 100.00% 100.00% 61.28%  PERCENT REMAINING  67.85% 100.00%
,254.18 ,000.00 ,551.61 ,633.78 \$ SET ,359.25 \$ ,000.00 ,600.00	64,992.05 - - 105,173.28 SPENT 39,017.07	113,262.13 2,000.00 4,551.61 \$ 166,460.50 REMAINING  82,342.18 1,000.00 2,600.00	63.54% 100.00% 100.00% 61.28%  PERCENT REMAINING  67.85% 100.00%
,000.00 ,551.61 ,633.78 \$ SET ,359.25 \$ ,000.00 ,600.00	105,173.28 SPENT  39,017.07	2,000.00 4,551.61 \$ 166,460.50 REMAINING 82,342.18 1,000.00 2,600.00	100.00% 100.00% 61.28% PERCENT REMAINING 67.85% 100.00%
,551.61 ,633.78 \$ SET ,359.25 \$ ,000.00 ,600.00	<b>SPENT</b> 39,017.07	4,551.61 \$ 166,460.50 REMAINING  82,342.18  1,000.00  2,600.00	100.00% 61.28% PERCENT REMAINING 67.85% 100.00%
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,359.25 \$ ,000.00 ,600.00	39,017.07	82,342.18 1,000.00 2,600.00	67.85% 100.00%
,359.25 \$ ,000.00 ,600.00	39,017.07	82,342.18 1,000.00 2,600.00	67.85% 100.00% 100.00%
,359.25 \$ ,000.00 ,600.00	39,017.07	82,342.18 1,000.00 2,600.00	67.85% 100.00% 100.00%
,000.00	5 	1,000.00 2,600.00	100.00%
,000.00	5 	1,000.00 2,600.00	100.00%
,600.00	39,017.07	2,600.00	100.00%
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			00,70%
	00000000000000000000000000000000000000		
			PERCENT
ET	SPENT	REMAINING	REMAINING
500.00 \$	:Dec	\$ 2,500.00	100.00%
615,37	14,730.99	79,884.38	84.43%
500.00	:(#:	2,500.00	100.00%
615.37	14,730.99	\$ 84,884.38	85.21%
1 450 47 5			NET TO VA
			PERCENT
ET	SPENT	REMAINING	REMAINING
586.08 \$	10,588.47	\$ 173,997.61	94.26%
586.08	10,588.47	\$ 173,997.61	94.26%
	,615.37 ,500.00 ,615.37 \$	,500.00 \$ - ,615.37 14,730.99 ,500.00 - ,615.37 \$ 14,730.99 SET SPENT  .586.08 \$ 10,588.47	,500.00 \$ - \$ 2,500.00 ,615.37 14,730.99 79,884.38 ,500.00 - 2,500.00 ,615.37 \$ 14,730.99 \$ 84,884.38 SET SPENT REMAINING

			PERCENT
BUDGET	SPENT	REMAINING	REMAINING
			71.45%
\$ 167,046.26	\$ 47,695.03	,	
38,700.00	13,669.57	25,030.43	64.68%
10,622.92	3,540.41	7,082.51	66.67%
2,323.35		2,323.35	100.00%
\$ 218,692.53	\$ 64,905.01	\$ 153,787.52	70.32%
			Parallal a
			PERCENT
BUDGET	SPENT	REMAINING	REMAINING
50,000.00	<u> </u>	50,000.00	100.00%
\$ 50,000.00	<u> </u>	\$ 50,000.00	100.00%
NAME OF TAXABLE PARTY.			-15 (A. 10)
	BUT OF THE PARTY OF THE	Washington and a second	PERCENT
	(10000000000000000000000000000000000000	DEMAINING	REMAINING
BUDGET	SPENT	REMAINING	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
e 2 606 933 30	\$ 983,349.42	\$ 1,623,583.88	62.28%
		145,294.90	79.59%
		\$ 1,768,878.78	63.41%
\$ 2,769,401.50	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
			PERCENT
BUDGET	SPENT	REMAINING	REMAINING
		s 35 050.92	100.00%
•		The Market Velov	100.00%
			100.00%
\$ 53,647.69	\$ 6,291.34	3 47,000.00	
	FORCE BEING	* E C 12   18   18   18   18   18   18   18	
		**************************************	PERCENT
BUDGET	SPENT	REMAINING	REMAINING
e 042 027 04	s 47 807.31	\$ 165,220.63	77.56
		73,120.34	85.44
			100.00
80,146.00	THE APPROXITED A	\$ 318,486.97	84.09
\$ 378,753.94	\$ 60,266.97		
	\$ 167,046.26 38,700.00 10,622.92 2,323.35 \$ 218,692.53 BUDGET  50,000.00  \$ 50,000.00  \$ 50,000.00  \$ 2,606,933.30 182,548.00  \$ 2,789,481.30  BUDGET  \$ 35,050.92 18,596.77  \$ 53,647.69	\$ 167,046.26 \$ 47,695.03 38,700.00 13,669.57 10,622.92 3,540.41 2,323.35	\$ 167,046.26 \$ 47,695.03 \$ 119,351.23 38,700.00 13,669.57 25,030.43 10,622.92 3,540.41 7,082.51 2,323.35

							PERCENT
FEDERAL PROGRAMS - SPED PRESCHOOL		BUDGET		SPENT	R	EMAINING	REMAINING
SPECIAL EDUCATION	\$	82,624.31	\$	33,621,79	\$	49,002.52	59.31%
SPECIAL EDUCATION		2,400.00	·			2,400.00	100.00%
TOTALS	\$	85,024,31	\$	33,621.79	\$	51,402.52	60.46%
No. 25 Sept. Wildeliche Germannen	Section 1		The Care	Levis a mad	Marie S	un suvileitesus	
the American stems of the state of the same		3 3 N 2 5	resistant.	TOTAL PROPERTY	(B)	ALEBOAR TO DE	
					_		PERCENT
FEDERAL PROGRAMS - SPED ARP PRESCHOOL		BUDGET		SPENT	R	EMAINING	REMAINING
SPECIAL EDUCATION	\$	10,164.99	\$	5,684.79	\$	4,480.20	44.07%
SPECIAL EDUCATION		3,240.00				3,240.00	100.00%
TOTALS	\$	13,404.99	\$	5,684.79	\$	7,720.20	57.59%
							355
							PERCENT
MATH IMPLEMENTATION GRANT		BUDGET		SPENT	R	EMAINING	REMAINING
REGULAR INSTRUCTION	\$	71,250.00	\$	· ·	\$	71,250.00	100.00%
TOTALS	\$	71,250.00	\$		\$	71,250.00	100.00%
	684161	apaid Desired	a, II		oritie)		
The state of the s			THE SPECIAL PROPERTY AND ADDRESS OF THE PERTY A				PERCENT
FEDERAL PROGRAMS - ESSER 2.0		BUDGET		SPENT	R	EMAINING	REMAINING
REGULAR INSTRUCTION	\$	1,751,989.46	s	489,881.87	œ.	1,262,107.59	72.04%
SPECIAL EDUCATION	Ψ	825.48	Ψ	825.48	Ψ	1,202,107.00	0.00%
VOCATIONAL EDUCATION		74,302.00		30,639.58		43,662.42	58.76%
HEALTH SERVICES				•		72,023.60	46.86%
REGULAR INSTRUCTION		153,696.01		81,672.41		106,798.53	59.57%
		179,283.00		72,484.47			
OPERATION OF PLANT		24,362.00		12,313.16		12,048.84	49.46%
TRANSPORTATION		121,000.00		200 827 70		121,000.00	100.00%
REGULAR CAPITAL OUTLAY TOTALS	s	1,877,677.70 4,183,135.65	\$	200,837.70 888,654.67	-27	1,676,840.00 3,294,480.98	89.30% 78.76%
		4,100,100.00		000,004.07		5,25-7,766.55	70.1070
2007年1月1日 1日 1		essent the girls	1	Challen.	27.6	May Shall	

				PERCENT
	BUDGET	SPENT	REMAINING	REMAINING
EDERAL PROGRAMS - ESSER 3.0	BODGET			
	\$ 3,670,290.64	\$ 581,778.88	\$ 3,088,511.76	84.15%
REGULAR INSTRUCTION	100,100.00	5,897.04	94,202.96	94.11%
SPECIAL EDUCATION	64,330.60	27,386.18	36,944.42	57.43%
VOCATIONAL EDUCATION	31,803.00	5,283.24	26,519.76	83.39%
HEALTH SERVICES	832,213.00	187,330.01	644,882.99	77.49%
OTHER STUDENT SUPPORT	388,301.00	6,751.61	381,549.39	98.26%
REGULAR INSTRUCTION		99,557.67	158,263.33	61.38%
TECHNOLOGY	257,821.00	(*)	23,330.00	100.00%
OFFICE OF THE PRINCIPAL	23,330.00	28,338,11	103,543.89	78.51%
FISCAL SERVICES	131,882.00	155,410.00	25,590.00	14.14%
OPERATION OF PLANT	181,000.00		19,032.00	100.00%
TRANSPORTATION	19,032.00	400.057.13	7,698,018.87	94.72%
REGULAR CAPITAL OUTLAY	8,127,376.00	429,357.13	\$ 12,300,389.37	88.96%
TOTALS	\$ 13,827,479.24	\$ 1,527,089.87	<b>\$ 12,000,000.0</b>	
		STEEL STEEL STEEL		
	ALIGNATURE PROPERTY.			PERCENT
201 - 100 -	BUDGET	SPENT	REMAINING	REMAINING
FEDERAL PGMS FISCAL PRE-MONITORING GRANT	BODGET			
	s 46,200.00	\$ <u>=</u>	\$ 46,200.00	100.00%
FISCAL SERVICES	\$ 46,200.00	\$ -	\$ 46,200.00	100.00%
TOTALS	3 40,200,00			THE RESERVE THE PARTY OF THE PA
				PERCENT
FEDERAL PGMS EPIDEMIOLOGY & LAB GRANT	BUDGET	SPENT	REMAINING	REMAINING
	AR-2012	40.554.00	\$ 1,377,221.26	99.24%
HEALTH SERVICES	\$ 1,387,773.25	\$ 10,551.99	\$ 1,377,221.26	99.24%
TOTALS	\$ 1,387,773.25	\$ 10,551.99	<b>4</b> 1,071,221.29	
		MOEN AND		
				PERCENT
FEDERAL PGMS RESILIENT COMMUNITIES GRANT	BUDGET	SPENT	REMAINING	REMAINING
·			\$ 1,909.28	100.00
OTHER STUDENT SUPPORT	\$ 1,909.28	\$		91.33
REGULAR INSTRUCTION	38,913.00	3,371.91	35,541.09	91.74
TOTALS	\$ 40,822.28	\$ 3,371.91	\$ 37,450.37	====
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# THE COUNTY BOARD OF EDUCATION REPORTS THE FOLLOWING EXPENDITURES FOR THE PUBLIC SCHOOL PURPOSE AS OF THE QUARTER ENDING DECEMBER 31, 2022

							PERCENT
FEDERAL PGMS INNOVATIVE HIGH SCHOOLS GRANT		BUDGET		SPENT	F	REMAINING	REMAINING
VOCATIONAL EDUCATION	\$	696,945.09	\$	320,675.57	\$	376,269.52	53.99%
OTHER STUDENT SUPPORT		93,195.00		12,204.80		80,990,20	86.90%
TRANSPORTATION	_	135,319.00	-			135,319.00	100.00%
TOTALS	<u>\$</u>	925,459.09	<u>\$</u>	332,880.37	\$	592,578.72	64.03%
HERE COMMISSION SHOWS IN FIRST PROPERTY.	G-SIT	ELECTRIC STREET	10.19.F		CITY THE		Co. A. Carlotte
Preticing places as such as a particular at the latest	1000	EXCHANGE AND IS			\$1 3M	COMPONENT !	PERCENT
FEDERAL PGMS CTE TEC PATHWAYS GRANT		BUDGET		SPENT		REMAINING	REMAINING
TEDERAL POMS OTE TEO PATRIANTO GRANT		BODGET		SPENI		KENAMINING	REMAINING
VOCATIONAL EDUCATION	\$	35,935.00	\$	*	\$	35,935.00	100.00%
TRANSPORTATION		39,065.00		1,465.65		37,599.35	96.25%
TOTALS	\$	75,000.00	\$	1,465.65	\$	73,534.35	98.05%
		FIVE INC.					Sa 185 (1857)
							PERCENT
FEDERAL PGMS LITERACY STIPEND GRANT		BUDGET		SPENT	F	EMAINING	REMAINING
REGULAR INSTRUCTION PROGRAM	\$	73,000.00	\$\$	73,000.00	\$		0.00%
TOTALS	\$	73,000.00		73,000.00			0.00%
SUMMERS OF THE RESIDENCE OF THE PARTY OF THE	CEL		IN EUR	STATE OF STREET		396 J 1768	ALTERNATION AND ADDRESS OF THE PARTY OF THE
RECEIVED FAIRBOOK OF A DOOR SOLVE HERRO-VIRENCE			The second		0-10-1	ALDINESS AREA	PERCENT
FEDERAL PGMS EARLY LITERACY NETWORK GRANT		BUDGET		SPENT		EMAINING	REMAINING
		DODOLI		O. LIVI		LINAMIO	ALIII/AHHO
REGULAR INSTRUCTION PROGRAM	\$	40,000.00	\$	*	\$	40,000.00	100.00%
TOTALS	\$	40,000.00	\$		\$	40,000.00	100.00%
					-		
				Maria I			
							PERCENT
FEDERAL PGMS ESP ARP STABILIZATION GRANT		BUDGET		SPENT	R	EMAINING	REMAINING
EXTENDED SCHOOL PROGRAM	\$	207,941.80	_\$_		_\$_	207,941.80	100.00%
	\$	207,941.80	\$	-	\$	207,941.80	100.00%
	400		50755	- HASI-		Tomaria for many	
							ALC: NO SER

	E COUNTY BOARD OF EDUCATION REPORTS THE FOLLOW	ING EXPENDITURES
FOR THE PUBLIC SCHOOL PURPOSE AS OF THE QUARTER ENDING DECEMBER 31, 202		

FEDERAL PGMS ESP ARP STABILIZATION GRANT II	BUDGET	SPENT	REMAINING	PERCENT REMAINING
EXTENDED SCHOOL PROGRAM	\$ 345,663.14 \$ 345,663.14	\$ - \$ -	\$ 345,663.14 \$ 345,663.14	100.00%
TOTAL FEDERAL PROGRAMS	\$ 29,794,403.08	\$ 5,458,848.22	\$ 24,335,554.86	81.68%
		<b>新国际各等性</b>		



# HAMBLEN COUNTY EMERGENCY COMMUNICATIONS DISTRICT

# Annual Operations Report

2022

# **Contents**

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- 9 Human Resources
- 9 Policy Development & Review
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- 13 Community Outreach
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- 27 Tactical Dispatching
- 27 S.C.O.T.T.

# **Technical Services Division**

28 Systems Infrastructure, IT, and Networking

# **2022 Emergency Communications Staff**

# Hamblen County Emergency Communications District

530 North Jackson Street Morristown, Tennessee 37814 423-585-2700 www.hamblen911.org



# From the Desk of the Executive Director

10 February 2023

I am very pleased to present this year's Annual Operations Report of the Hamblen County Emergency Communications District.

Following you will find information regarding the over 71,000 calls for service and over 130,000 telephone calls handled by Hamblen County ECD last year. As in past years, this Report includes additional charts which better relate the historical data/trends of our client agencies.

Also included is data relating to our performance under Section 7.4.1 of NFPA 1221, the Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems. This standard relates to the answering times for alarms received on emergency lines, and this year's Report continues to reflect our level of compliance with this national standard.

Hamblen County ECD continues to perform at a superior level in our efforts to lower the response times of our client agencies. This year, the ECD was excited to join the City of Morristown in their public safety radio system upgrade; officially joining the Tennessee Advanced Communications Network (TACN).

As referenced by our NCIC Activity Report, Hamblen County ECD serves as the TBI's Terminal Agency and we processed over 61,000 entries and queries in 2022.

In order to continue to serve our jurisdiction and our client agencies with the excellent service they are accustomed to, we understand that a robust training program is essential. As we returned to in-person training and added new systems and components to our District, Hamblen County ECD employees completed a combined 993 hours of training in 2022.

This Report will continue to grow as we evolve with changing technology and as we increase the number of 'next generation' features and services offered. Meeting our goals with efficiency and professionalism will always be our aim.

I hope that you will find this information useful.

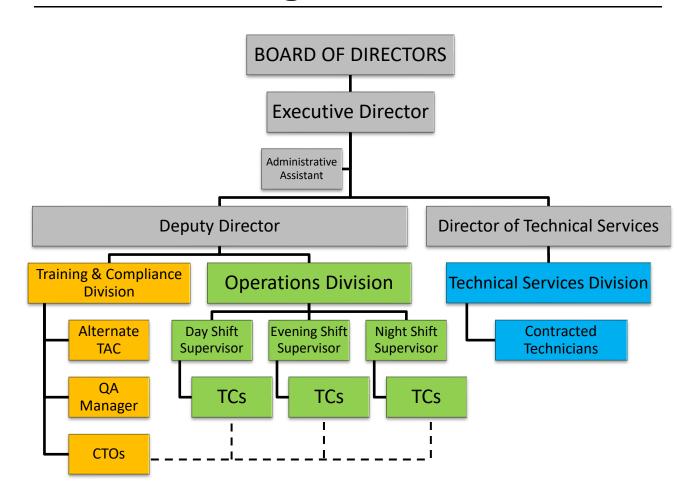
S. Eric Carpenter, ENP Executive Director

S. Eric Carpenter

# **Mission Statement**

The mission of the Hamblen County
Emergency Communications District is to aid
and assist in the rapid and accurate
collection, exchange, and dissemination of
information relating to emergencies and
other vital public safety functions.

# **Organization**



# **Board of Directors**

An Emergency Communications District (ECD) is an independent governmental entity, a "municipality" or "public corporation in perpetuity" and a "body politic and corporate with power of perpetual succession" but without the power to tax (*Tennessee Code Annotated § 7-86-106*). In Tennessee there are one hundred (100) ECDs which are governed by their boards of directors. In Hamblen County, the Board is made up of nine (9) members who serve four year, staggered terms. They are appointed by the Hamblen County Mayor and confirmed by the Hamblen County Legislative Body.

ECDs are charged with the responsibility to create an emergency communications service within their geographic boundary whereby a public safety answering point (PSAP) may receive telephone calls dialed to 9-1-1. Upon receipt of the call, the ECD must then utilize either a direct dispatch, relay, or transfer method in response to the emergency call. The Hamblen County ECD has elected to use the direct dispatch method for emergency calls related to all service disciplines; law enforcement, fire service, and emergency medical response. The Board of Directors has the authority to employ such employees, experts, and consultants as the Board may deem necessary to assist the Board in the discharge of its responsibilities to the extent that funds are available.

An ECD may receive funds from any source, including federal, state, local, and private entities, as well as the issuance of bonds. All funds received by the ECD are considered public funds and are to be designated exclusively for the furtherance of the 9-1-1 system. Tennessee has a monthly 9-1-1 surcharge of \$1.50 per device that provides a dial tone or can access 9-1-1. In addition, local funding has been arranged through specifically tailored intergovernmental arrangements designed to meet the needs of the citizens.

The primary responsibilities of an ECD Board Member are to approve ECD budgets and related purchases, manage ECD funds, establish revenue and operations policies, set operating standards, prepare for audits, and respond to open records requests.

# **2022 Board of Directors**

Chairman
 Dalas de D. Lassas

Mr. Robert D. Laney

Chief Mark Hickman
West Hamblen County VFD

Chief Clark Taylor

Morristown Fire Department

# Vice Chairman

Director Danny Houseright Morristown-Hamblen EMS

Deputy Chief Chris Wisecarver Morristown Police Department

Hon. Kay Senter

Morristown City Council

#### **Treasurer**

Director Chris E. Bell Emergency Management

Lt. Josh Ringley
Hamblen County Sheriff's Dept.

Hon. Peggy Howell Hamblen County Commission

# 2022 Highlights

#### Who We Are

Truly our community's "first point of contact" with emergency services, our telecommunicators handle all emergency and non-emergency calls that come into the 9-1-1 center around the clock. In addition, they dispatch all law enforcement, fire service, and EMS personnel. As the vital link between the caller and the first responder, our staff provides CPR and pre-arrival instructions, critical data entry, and support for law enforcement personnel through NCIC entry and query duties. Our participation in public education and community involvement activities aids in enhancing emergency awareness and preparation for crisis, as well as helping link citizens to their emergency responders.

# **Agencies Served**

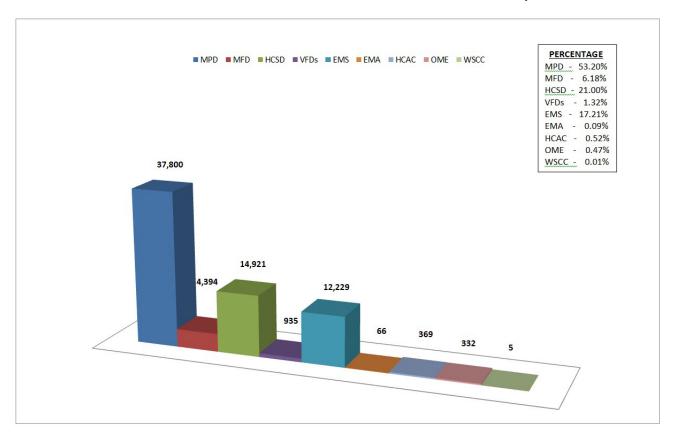
Morristown Police Department Ha
North Hamblen Co. Vol. Fire Sou
West Hamblen Co. Vol. Fire M-H
M-H Emergency Management

Office of the Medical Examiner

Hamblen Co. Sheriff's Dept.
South Hamblen Co. Vol. Fire
M-H Emergency Medical Service

rept. Morristown Fire Department
Fire East Hamblen Co. Vol. Fire
Fire Morristown Rescue Squad
Hamblen County Animal Control

**Walters State Campus Police** 



**NOTICE**: Law Enforcement Calls for Service <u>include</u> officer initiated activities (i.e. – traffic stops, investigations of suspicious individuals, community involvement activities, etc.).

The Hamblen County Emergency Communications District serves the entire jurisdiction of Hamblen County, 176 square miles, including the City of Morristown; a metropolitan statistical area. The jurisdiction also includes Russellville, Whitesburg, and a portion of Talbott; a population of 64,934 (2019).

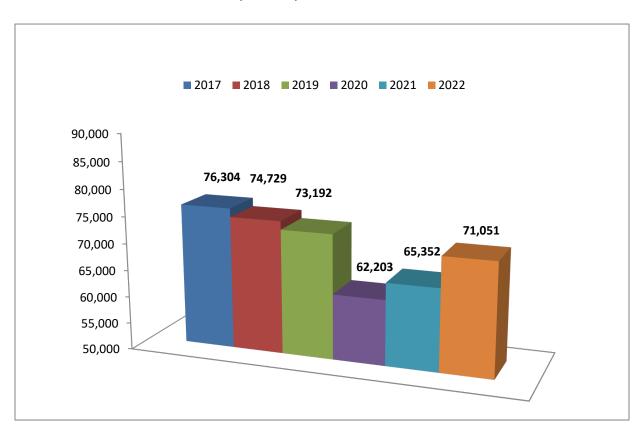
# **Telephony**

- Processed <u>130,004</u> telephone calls and <u>583</u> text messages
- Averaged 10,882 calls per month
- 96% of 9-1-1 calls were answered < 10 seconds
- Average 9-1-1 call duration = 2 minutes 30 seconds

# Dispatch

- Dispatched <u>71,051</u> Calls for Service
- Busiest Day of the Week = <u>Friday</u>
- Busiest Hour of the Day = 3:00pm
- Staff completed 993 hours of training
- 61,000+ NCIC entries & queries processed





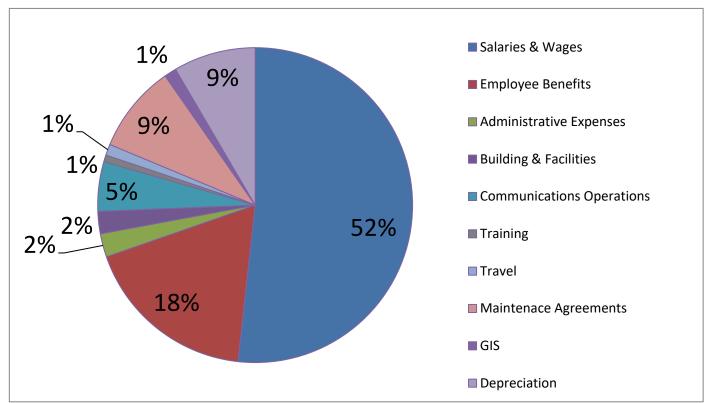
# **Administrative Division**

The Administrative Division oversees the effective operation and management of the ECD, including fiscal management, human resources, and long range planning. It provides strategic direction by ensuring guidelines, policies, and regulations are developed, revised, and maintained. The Division deals directly with the Board of Directors in preparing and presenting the ECD's annual budget, maintaining an accurate accounting of all monies spent, and seeing that all official records of the ECD are accurate, maintained appropriately, and readily accessible in accordance with the Tennessee Public Records Act.

# **Finance & Budgeting**

The ECD's annual budget operates on a fiscal year beginning July 1 and ending on June 30. Budget preparation normally begins in late February and, historically, the Board has hosted a budget workshop in March for the purpose of reviewing revenue streams and line-item expenditures, entertaining recommendations from staff, discussing long-range projects, and providing direction for the development of a draft budget. In addition to this process, administrative staff handles all accounts payable and accounts receivable duties throughout the year, to include all invoicing of client agencies and financial record keeping related to the receipt of Base Amount and Section 130 funding from the Tennessee Emergency Communications Board (TECB).

# Fiscal Year 2022-23 Expense Breakdown



# **Human Resources**

The ECD handles all payroll and human resource activities for its employees in-house, including benefits administration. Staff manages the salary and benefits programs, creates the necessary documents and forms for accounting and auditing purposes, and retains the records required by state and federal retention policies. All required and elective deductions (such as third-party insurance deductions) are maintained and reported on by HR staff. The ECD is a member of both the State of Tennessee's health insurance program as well as the Tennessee Consolidated Retirement System (TCRS). Annual enrollment activities, participant and dependent additions and removals, program revisions and announcements, beneficiary changes, and all other services are administered on-site.

The ECD's hiring and promotion of staff is conducted in a fair and uniform manner for all applicants in order that the most highly qualified candidates possible are employed. The ECD makes periodic announcements of positions available and solicits applications for those positions. Discrimination in hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, or training is not tolerated. The use of the National Dispatcher Selection Test (NDST) for entry level hiring, as well as the use of promotional testing for Supervisors, ensures that that these processes are scored, evaluated, and interpreted in an independent and uniform manner.

# **Policy Development & Review**

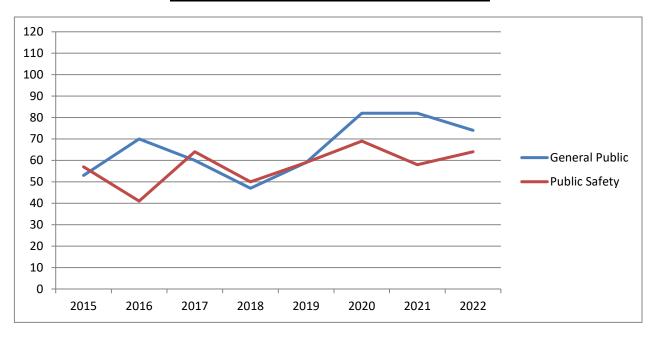
The implementation of well documented policies, rules, regulations, and procedures that are aligned with national standards is critical to both the management and performance of an effective, efficient, and professional agency. Staff has developed, and the Board has adopted, policies which provide a framework for quality service as well as a means of identifying and reducing potential liability exposure. Administrative, operational, and personnel related policies have all been standardized into one Policy Manual. Any employee has the ability to initiate a formal policy review by submitting a written recommendation. Upon receipt of such, administration evaluates the suggestion based upon its merits and takes into consideration what impact, if any, the change may have on standards or accreditation compliance, other policies, new programs, or legal restrictions. Each month, administration circulates two to three (2-3) policies to all employees for review; a process instituted to ensure that knowledge of, and compliance with, current guidelines is as up-to-date as possible.

# **Public Records Requests**

Tennessee is a public record state; therefore most records are available without question to any resident of the State of Tennessee, with exceptions noted in Tennessee law. Any release or copying of ECD records and/or reports shall be governed by Tennessee law and any fees associated with the release and/or copying of records shall be in accordance with the schedule of reasonable charges as established by the Tennessee Office of Open Records Counsel. In Hamblen County, computer automated dispatch (CAD) reports are retained in perpetuity; however, audio recording of 9-1-1 calls and radio transmissions are only retained for a period of fourteen (14) months.

In addition to citizen requests that fall under the Tennessee Public Records Act, the ECD's client agencies often request additional documents and audio recordings to supplement the daily and monthly reports they receive. These requests may be due to an investigation, quality assurance concern, an Internal Affairs review, the need to document compliance with a policy or standard, or other in-depth analysis being conducted by the requesting agency. Likewise, the ECD is annually served with multiple subpoenas from various courts for the production of records needed for civil and criminal judicial proceedings.

# **TPRA and Public Safety Records Requests**



	TOTAL	General Public	Public Safety
2015	110	53	57
2016	111	70	41
2017	124	60	64
2018	97	47	50
2019	118	59	59
2020	151	82	69
2021	140	82	58
2022	138	74	64

# **Training Division**

Hamblen County ECD's training goals are to increase the level of professionalism by improving the knowledge, skills, and abilities of all personnel, better preparing our employees to act decisively and correctly in a wide range of situations, provide consistency of service at all times, and enable staff to more efficiently and effectively serve the public, carry out our duties, and increase productivity. The training unit ensures that all training meets or exceeds the requirements set forth by the Tennessee Emergency Communications Board (TECB) and that all deadlines for required certifications and annual re-certifications are met.

New employees are immediately immersed in our training program. Following employee orientation, probationary telecommunicators enter a two (2) week long 'academy' at our fully operational back-up facility, S.C.O.T.T. This allows them the opportunity to ease into dispatch operations by gaining familiarity with our various systems in a lower stress environment; gaining confidence and removing some of the 'overwhelmed' feeling of being behind the console the first time. Once this overview of our systems, processes, and procedures is complete, they are assigned to their CTOs for live training in Operations. During this time, they are also enrolled in a forty (40) hour public safety telecommunicator course, emergency medical dispatch training, CPR, query and basic certification classes for NCIC operations, and other online training courses related to our telephony and dispatch protocols. They remain under the guidance and mentorship of their CTO for a period of six (6) months.

Continuing education is critical to the success of our mission. In addition to the recurring re-certification requirements for EMD, CPR, and NCIC operations, the ECD strives to see that all staff is enrolled in a minimum of eight (8) hours of in-service training annually. This is accomplished through various means including online training platforms, in-house training designed specifically for our unique operation, regionally offered classes which are sponsored by local ECDs or 9-1-1 associations, and attendance at state and national conferences, such as NENA's Annual Conference & Expo, 9-1-1 Goes to Washington, Standards and Best Practices Conference, and Critical Issues Forum. APCO's Annual Conference, TENA's Educational Conference and Industry Partner Show, and the 9-1-1 Winter Workshop are also excellent venues that have been utilized regularly. In 2022, ECD staff completed 993 hours of training.

Additionally, more enhanced professional development programs and offerings are made available to those staff members who desire to advance their career by becoming a Communications Training Officer (CTO) or Supervisor, or by achieving advanced certifications such as NENA's Center Manager Certification Program (CMCP) or the Emergency Number Professional (ENP) designation. The ECD is proud to have four (4) team members who have passed the ENP exam: Executive Director Eric Carpenter, Deputy Director Stacey Johnson, Supervisor Cynthia Samples, and AltTAC Shawnna Smith.





# **Quality Assurance / Quality Improvement**

The quality assurance (QA) program is administered by the Training Division in compliance with all applicable laws, rules, standards, and guidelines. The aim of the ECD's QA program is to continue to improve the quality of service the ECD offers client agencies and the public at large. In light of that objective, the QA program is designed to promote and ensure adherence to all ECD goals, policies, procedures, and guidelines, facilitate the training program, and to provide a framework for continuous improvement of all telecommunicators. Further, the QA program is designed to assist in improving performance and should therefore not be viewed as a tool for disciplinary action. However, if matters requiring corrective action are discovered during a QA review, the review may be included in any disciplinary action deemed necessary.

A quality assurance review is any documented comparative review of either a specific incident or telecommunicator for the purpose of evaluating performance against a pre-defined set of standards. These reviews include both the call-taking and dispatching performance of each telecommunicator utilizing a statistical sample of time/life critical events. These events are randomly selected by the QA Manager and applicable to all Operations personnel. All communications within the ECD may be subject to quality assurance reviews, including telephone conversations, text-to-911 sessions, radio dispatch, email correspondence, and any other recorded communication. Medical reviews will generally focus on calls for service that represent time/life critical events, such as airway obstruction, cardiac arrest / heart attack / chest pain, gunshot wound, obstetric calls for service (labor / delivery / hemorrhage), stabbing, stroke, structure fire, and unconscious or semi-conscious persons. The assessment is graded on a scale that provides corrective action through a review with a Supervisor, counseling with the QA manager, or the establishment of a formal Plan of Action based upon the score received. Because QA assessments may be used to provide documentation on individual performance, staff may challenge or provide feedback on any QA assessment to the QA Manager.

#### **Standards & Best Practices**

Hamblen County ECD regularly meets with the compliance staff of our client agencies to ensure that communications related items which are a part of their accreditation or discipline-specific standards (i.e. – NFPA standards, CALEA requirements, etc.) are addressed and are being documented in the most applicable manner. Additionally, the National Emergency Number Association (NENA) is an ANSI-accredited Standards Developer and produces several classes of documents as an information source for the 9-1-1 industry. These documents are revised periodically in order to maintain conformity with criteria or standards promulgated by various regulatory agencies as well as utilization of advances in the state of operational techniques, procedures, processes, and/or products. Federal, state, or local regulations may also restrict or require modification of the recommendations. Therefore, while the ECD does consider these documents, it does not limit itself to them as the only source of information. Nevertheless, NENA provides ECDs best practice resources in various categories, including accessibility, equipment and systems, data structures and management, telephony and core services, security, next generation 9-1-1 (NG-911), contingency planning, human resources, standard operating procedures, training, and wellness.

# **Community Outreach**

The ECD considers community involvement and public education key to enhancing emergency awareness, preparing the community for crisis, and linking citizens to their emergency responders. Our participation in community functions, job fairs, educational presentations, and other engagement activities helps to educate individuals as to how 9-1-1 operates and the important role it serves in the safety and security of citizens. This involvement can serve as an effective means of eliciting public support, identifying problems in the making, and fostering cooperative efforts in resolving community issues.



# **State and National Involvement & Advocacy**

Hamblen County ECD is a member of the National Emergency Number Association (NENA), the Tennessee Emergency Number Association (TENA), and the Association of Public Safety Communications Officers (APCO). The ECD is proud to have staff that has served our profession on the State level. Currently, Executive Director Eric Carpenter serves on the Policy Advisory Committee for the Tennessee Emergency Communications Board (TECB). Supervisor Cynthia Samples currently serves on the Training Advisory Committee for the TECB. Additionally, Director Carpenter was the 2021-22 President of the Tennessee Emergency Number Association (TENA). The ECD annually participates in "911 Day on the Hill" activities with the Tennessee General Assembly and maintains a positive working relationship with our elected representatives on the state and federal levels.







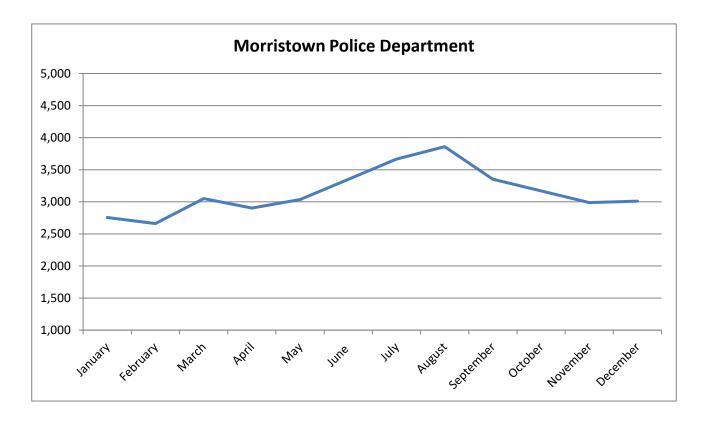
# **Operations Division**

The Operations Division oversees all call handling – both emergency and non-emergency – and all emergency service dispatching for Hamblen County and the City of Morristown; as well as providing the conduit for all National Crime Information Center (NCIC) activities for our law enforcement partners. In addition to the public and our client agencies, staff deals directly with local utility companies, the Public Works and Highway Department, juvenile services, regional aeromedical services, the medical examiner and coroners, state and local park rangers, railroad representatives, local towing companies, and others. In many ways, the delivery of critical services to our community is both tied to and dependent upon our Operations center. Supervisors and communications training officers (CTOs) provide direction and help to ensure professional and efficient service under the guidelines of our policies and procedures.

# 2022 Calls for Service by Agency

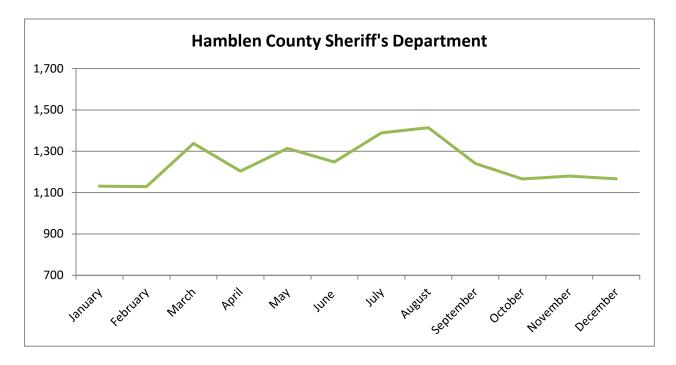
# **Morristown Police Department**

The Morristown Police Department is the ECD's largest client agency in terms of calls for service handled; accounting for over fifty-three percent (53%) of dispatches and averaging 3,150 calls for service per month.



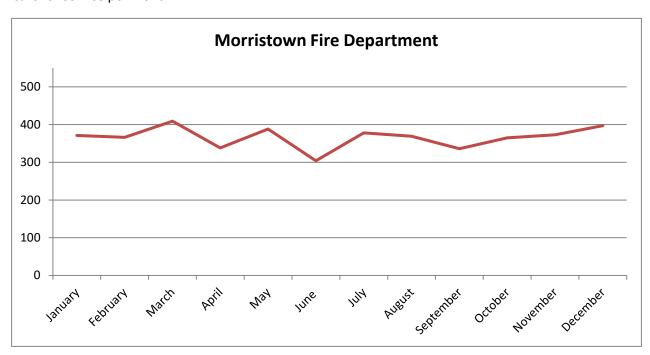
# **Hamblen County Sheriff's Department**

The Hamblen County Sheriff's Department accounts for twenty-one percent (21%) of dispatches and averaged 1,243 calls for service per month.



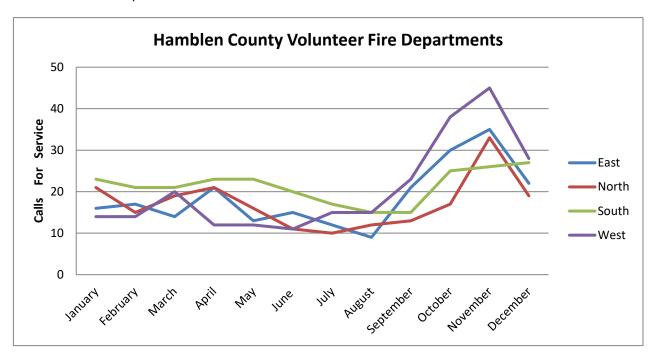
# **Morristown Fire Department**

The Morristown Fire Department accounts for over six percent (6%) of dispatches and averaged 366 calls for service per month.



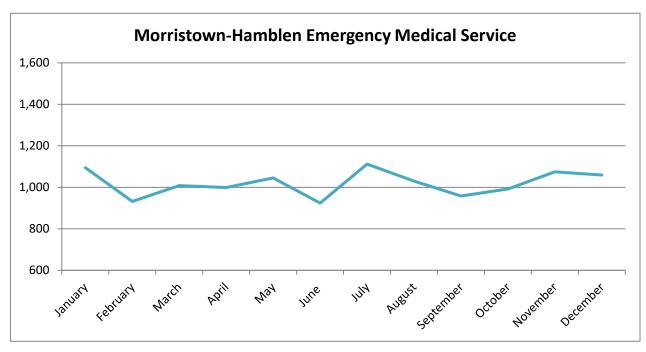
# **Hamblen County Volunteer Fire Departments**

Hamblen County's fire service is comprised of four (4) autonomous, volunteer departments; North, South, East, and West. Combined, they account for over one percent (1%) of dispatches and averaged 80 calls for service per month.

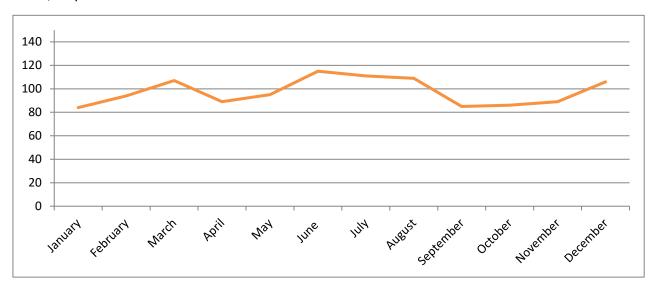


# **Morristown-Hamblen Emergency Medical Service**

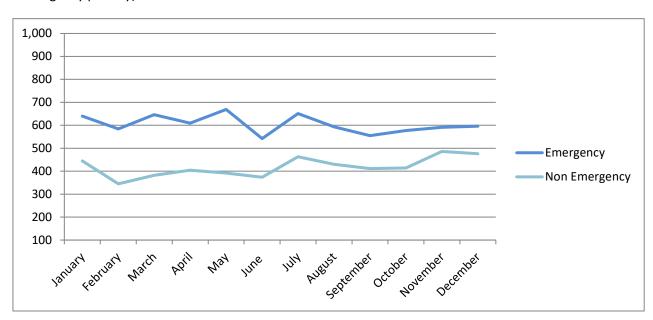
As the jurisdiction's sole EMS provider, Morristown-Hamblen Emergency Medical Service accounts for over seventeen percent (17%) of dispatches and averaged 1,019 calls for service per month.



Our telecommunicators, based upon the information provided by the caller and our emergency medical dispatch protocols, determine the best possible code for each medical situation. However, in some instances, our staff is unable to ascertain what the medical emergency is – resulting in the call being labeled as an 'Unknown Problem'. This is a priority call type and does not delay medical response. In 2022, only 9.6% of medical calls for service were coded as 'Unknown Problem'.



For addresses located inside the City of Morristown, a medical response unit from the Morristown Fire Department is dispatched to assist Morristown-Hamblen EMS providers on all Priority 1 (the highest, emergency priority) medical calls.

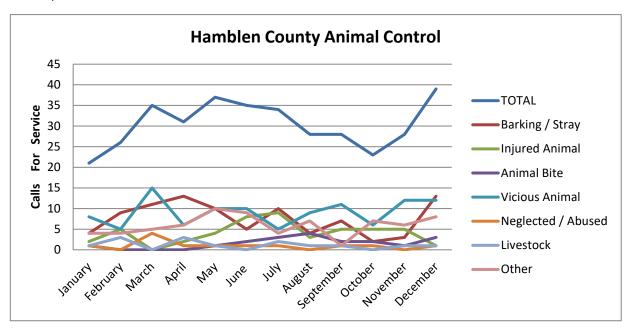


	Priority 1	Priority 2	Priority 3	Priority 4
January	492	148	377	68
February	452	132	293	52
March	490	156	312	70
April	445	164	332	72
May	504	165	319	73
June	402	140	317	57

	Priority 1	Priority 2	Priority 3	Priority 4
July	503	148	393	70
August	440	153	371	59
September	403	152	358	53
October	428	149	333	81
November	436	155	421	65
December	448	148	396	80

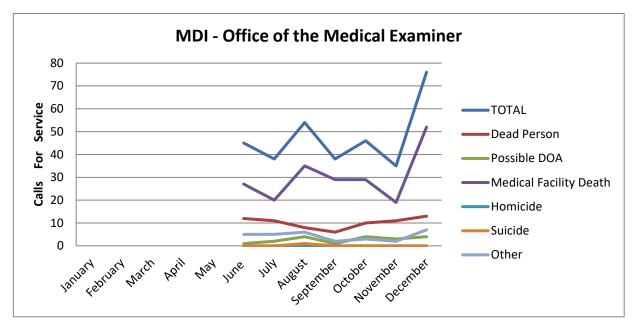
# **Hamblen County Animal Control**

Responding to a wide array of animal related calls, including injured, neglected, and vicious animals, as well as incidents regarding animal bites, nuisance issues, and livestock related calls, Hamblen County Animal Control accounted for less than one percent (<1%) of dispatches and averaged 31 calls for service per month.



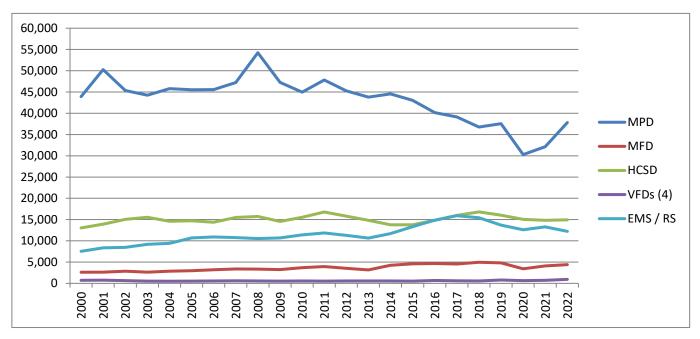
# Office of the Medical Examiner

When a death occurs outside of a medical facility, or occurs when an individual has been in the facility less than a specific amount of time, notification is made to the Office of the Medical Examiner. Hamblen County's Medical Death Investigators accounted for less than one percent (<1%) of dispatches and averaged 47 calls for service per month.

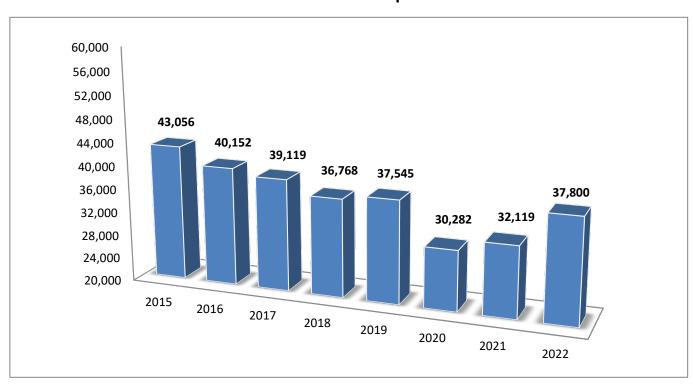


# Historical Comparison by Agency

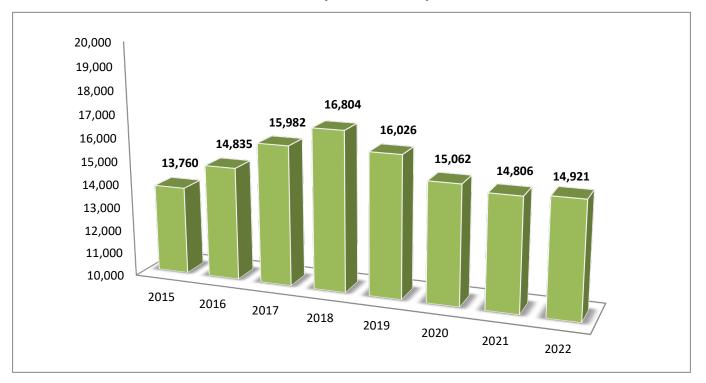
# **Annual Calls for Service**



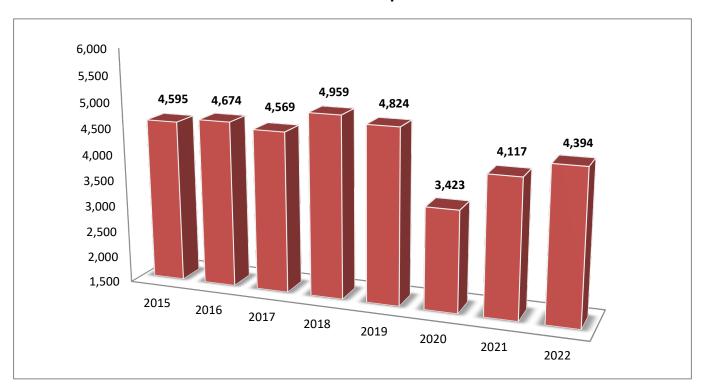
# **Morristown Police Department**



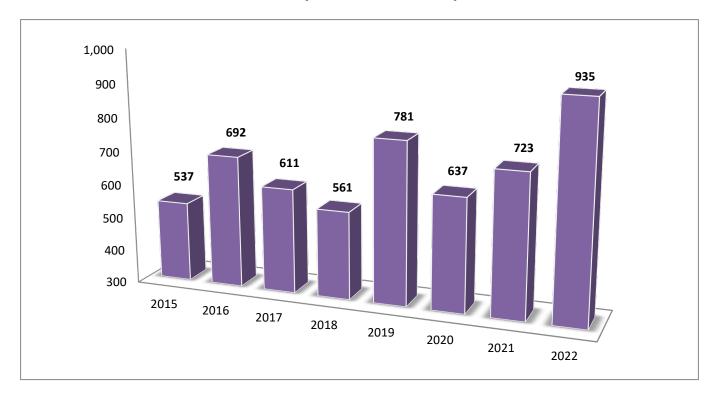
# **Hamblen County Sheriff's Department**



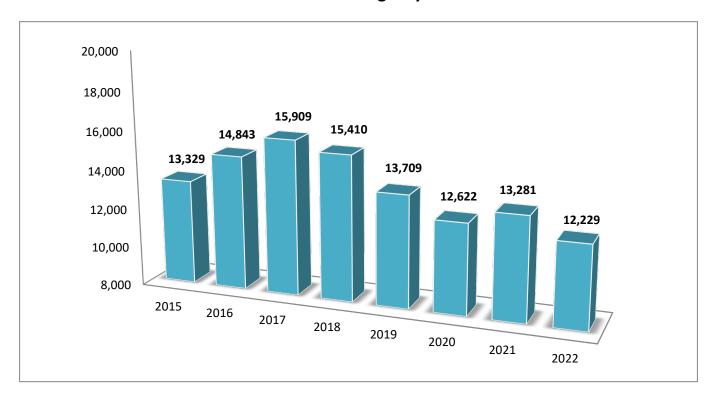
# **Morristown Fire Department**



# **Hamblen County Volunteer Fire Departments**



# **Morristown-Hamblen Emergency Medical Service**



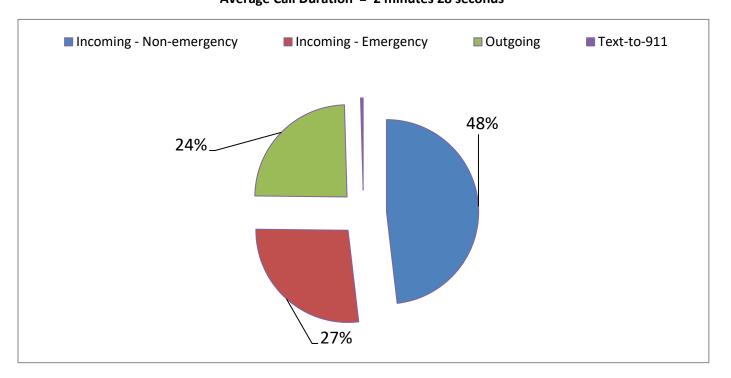
# **Telephony Statistics**

# How long are you on the phone?

Hamblen County ECD processed 130,587 telephone calls and text messages in 2022. Based upon the average call durations for emergency calls, non-emergency calls, text-to-911 sessions, and calls placed by the telecommunicator, our Operations staff was on the phone for sixty-one percent (61%) of the year... the equivalent of 24 hours a day for over seven (7) months.

223.7 days... or 5,369 hours... or 322,115 minutes... or 19,326,876 seconds

Average Call Duration = 2 minutes 28 seconds



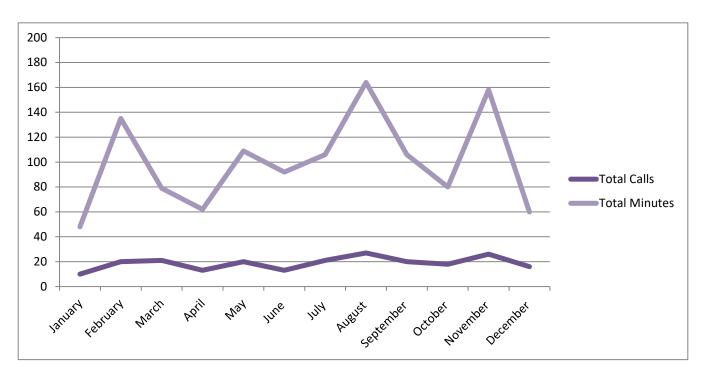
# Calls
86
76
70
68
63
63
60
60
60
59

Call Transfers	From	То
Campbell County	1	0
Grainger 911	180	636
Greene 911	149	109
Jefferson 911	586	329
Kingsport Police	0	1
Knox ECD	52	3
Marshall 911	1	0
McMinn ECD	0	1
Meigs Co. SO	1	0
Sullivan 911	0	2
Washington 911	6	0
TN Highway Patrol	0	476

Class	%
BUSN	4.41%
CNTX	0.29%
PBX	0.43%
RESD	2.10%
VOIP	7.95%
WPH1	10.36%
WPH2	74.25%
Unknown	0.21%

# **Interpretation Services**

The ECD contracts with a language company to provide interpreters when needed so that we may best serve our non-English speaking callers. In 2022, a total of 225 calls were connected to an interpreter. The average time a caller is on the line with an interpreter is just under five and a half (5.5) minutes, with Spanish being needed 99.7% of the time.



# **Abandoned Calls**

An abandoned call is an emergency call in which the caller disconnects before the call can be answered by the public safety answering point (PSAP). In the event a call is abandoned, the ECD's Operations staff is responsible for making call backs in a timely manner so as to determine if emergency services are needed.

Last year, 2,078 calls were classified as abandoned. Of these calls:

- 459 times ... the call was from a '9-1-1 only' phone that cannot be called back
- 11 times ... the call had no Automatic Number Identification (ANI)
- 324 times ... the caller called back
- 1,196 times ... Operations staff placed a call back

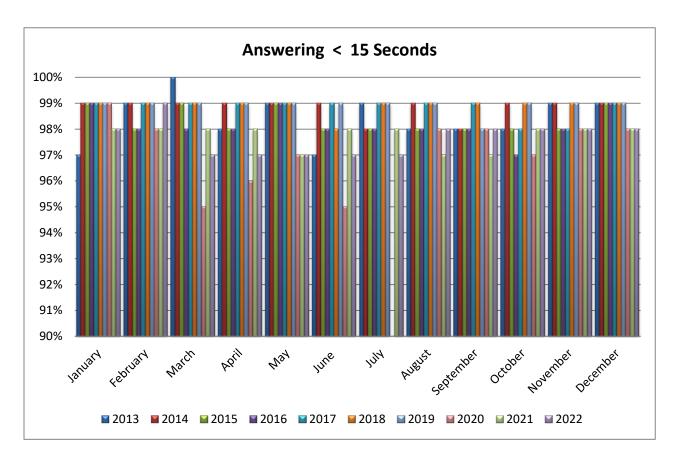
Speaking with every caller who attempts to reach emergency services is critical to our function as a PSAP. These statistics indicate a net percentage rate of 0.25% of abandoned callers that the ECD was unable to reach / speak with.

# National Fire Protection Association (NFPA) 1221 Compliance

The ECD's compliance with NFPA standards, specifically the Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems, is examined when the fire service agencies we serve undergo an Insurance Service Office (ISO) review. This is important because the ISO ratings of fire departments are critical in the setting of insurance premiums for homeowners and businesses in our community.

Chapter 7 of NFPA 1221 deals specifically with the operations and operating procedures of communications systems. This standard requires that ninety percent (90%) of events received on emergency lines be answered within fifteen (15) seconds. The guidelines also require the processing of emergency events that have the highest level of prioritization be completed within sixty (60) seconds, ninety percent (90%) of the time. These types of calls, where there is an imminent threat to life, include structure fires, explosions, trauma, neurologic emergencies (such as stroke or seizure), cardiac-related events, unconscious / unresponsive individuals, allergic reactions, individuals not breathing, choking, and any other calls that may be determined by the agency having jurisdiction.

We continue to be pleased with our level of compliance under these benchmarks. Since 2013, Hamblen County ECD's monthly averages have never fallen below ninety percent (90%) for a 15-second or less answer rate. And when it comes to processing and dispatching priority calls for service, our Operations staff are extremely efficient. If fact, when <u>all</u> call types – both emergency and non-emergency – are included in the average, the ECD's processing time stands at sixty-two (62) seconds.

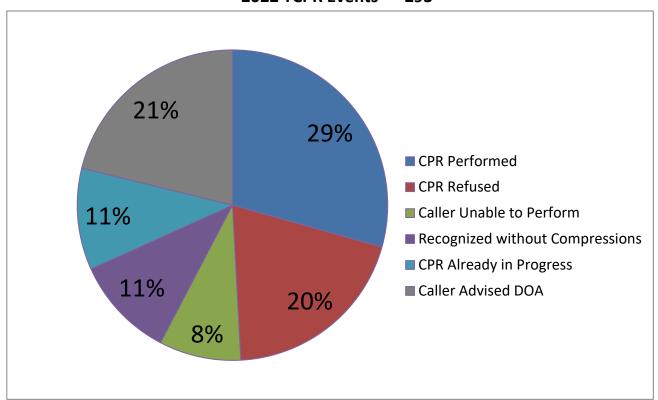


# **Emergency Medical Dispatching (EMD)**

Immediate care during a medical emergency can make the difference between life and death. Hamblen County ECD has adopted EMD protocols in an effort to enhance the assessment of risk and to provide lifesaving interventions to the citizens and visitors of Hamblen County. All telecommunicators are certified to provide EMD; a process maintained to the standards of the State of Tennessee and the ECD's training policies. The system utilizes protocols to enhance call handling by providing reliability, accuracy, efficiency, and timeliness on medical calls for service. It allows for processing and performance that is consistent across EMS requests by using scripted prompts and questions that are situation-specific; eliminating freelancing and aiding in all EMS calls being dealt with in the same manner. All of the protocols, including the policies, training materials, guidelines, and scripted information, are approved by the Director of the Emergency Medical Service and their Medical Director prior to use by the ECD.

One facet of EMD is the ECD's compliance with the Tennessee Emergency Communications Board Rule 0780-06-02-07 regarding Telecommunicator Cardiopulmonary Resuscitation (T-CPR). All Operations staff are CPR certified and are responsible for submitting T-CPR occurrences at the end of each shift. Instances of out-of-hospital cardiac arrest (OHCA) are documented to include the time the call was received, the time OHCA was determined, the time compressions began, the median time interval between receipt of call and OHCA recognition, and the median time interval between OHCA recognition and compressions.

# **2022 TCPR Events = 293**



# **NCIC / Terminal Agency Coordination**



The National Crime Information Center (NCIC) is a nationwide, computerized information system established as a service to law enforcement agencies - local, state, and federal. NCIC serves criminal justice agencies in all fifty (50) states, the District of Columbia, Puerto Rico, and Canada with a goal to help the criminal justice community perform its duties by providing and

maintaining a computerized filing system of accurate and timely documented criminal justice information. The ECD serves as the Terminal Agency for NCIC activity for Hamblen County through user agreements with our client agencies and the Tennessee Bureau of Investigation. In addition to call-taking and dispatch duties, Operations staff are responsible for the entry and modifications of all wanted persons, missing persons, orders of protection, vehicles, boats, firearms, securities, and all other articles / items placed into the system by our law enforcement agencies. Monthly validations are conducted to ensure the information in the system is accurate and the Tennessee Bureau of Investigation (TBI) conducts an on-site audit of our operation every three (3) years. Deputy Director Stacey Johnson serves as the ECD's Terminal Agency Coordinator (TAC), with assistance from Alternate TAC Shawnna Smith.

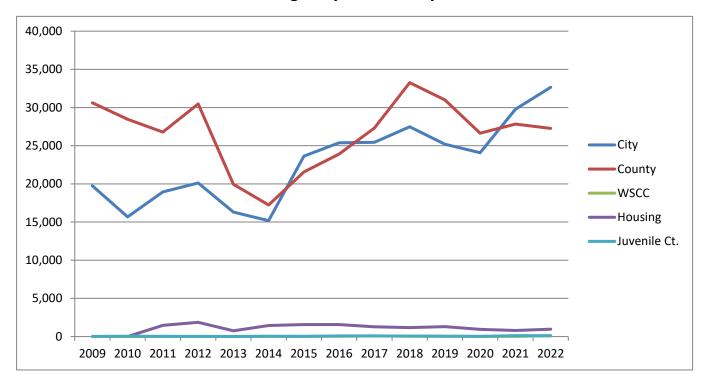


Dep. Dir. Stacey L. Johnson



AltTAC Shawnna Smith

# **Message Key Statistics by ORI**



	CITY	COUNTY	WSCC	Juv. Ct.	Housing	PCSP	911	TOTALS
2022	32,652	27,270	118	102	970	100	403	61,615

# **Tactical Dispatching & TN-TERT**

Tennessee has developed regional Telecommunications Emergency Response Teams (TERT) that have the ability to respond throughout the State when 9-1-1 operations are effected by a critical incident, disaster, or some other emergency that limits either their technical, operational, or staffing needs. The ability to have a pool of certified tactical telecommunicators / dispatchers to draw from gives the State the ability to form teams when a crisis arises without taxing one ECD too heavily.

Hamblen County ECD participates in this effort and is benefitted by being provided advanced, technical training which allows personnel to become familiar with the processes and procedures necessary should our community incur a critical incident. Telecommunicator Shawn W. Lindsay has successfully completed the Incident Tactical Dispatch (InTD) course offered by the Cybersecurity & Infrastructure Security Agency (CISA), a requirement for regional TERT team leadership. TC Lindsay is certified to operate in tactical dispatch settings that may be utilized under state and federal disaster declarations and is trained in the use of NIMS-related documentations for the purpose of FEMA reimbursement requests. Should an incident occur, TC Lindsay would play a significant role in command



TC Shawn W. Lindsay

and control functions, particularly during the first 24 to 72 hours. In fact, in September 2022, TC Lindsay deployed to Collier County, Florida to serve with Tennessee's TERT Team in response to Hurricane Ian.

# S.C.O.T.T.

Hamblen County ECD maintains a fully operational backup facility; our Secondary Center for Operations, Training, and Technology or **S.C.O.T.T.** 

Through our partnership with the Morristown Fire Department, S.C.O.T.T. is always online and provides the ECD with a call taking and dispatch area for times when additional 9-1-1 services are necessary, for instances requiring an enhanced communications presence (such as large scale events), and for emergency / disaster operations that would cause the ECD to have to vacate its primary location.



Additionally, S.C.O.T.T. serves as the location for our new employee 'academy'; providing a less stressful environment for new telecommunicators to better acquaint themselves with our systems, processes, procedures, and techniques. The network at S.C.O.T.T. can be placed in a 'test mode' which allow for real-time, hands-on familiarity before moving into live call taking and dispatching.

# **Technical Services Division**

# Systems Infrastructure, IT, and Networking

The Technical Services Division is responsible for the efficient and effective operation of the ECD's technical components; including all computer networks and information services as well as the installation, configuration, maintenance, and repair of ECD equipment and software. The management of 9-1-1 data and information systems, integration with the State of Tennessee Next Generation 9-1-1 network, geographic information systems (GIS), IP based radio consoles, computer aided dispatch (CAD) systems, digital voice logging recorders, the records management systems of our client agencies, and other operational components of the PSAP is



critical. Technical Services also manages our network of personal computers, laptops, printers, terminals, servers, scanners, application software, local/wide area networks, wireless systems, and related components.

# **Our Partners**

























# **2022 Emergency Communications Staff**



Stacey L. Johnson, ENP Deputy Director & TAC



S. Eric Carpenter, ENP Executive Director



Jacob M. Peoples
Director of Technical Services



**Brian C. Fugate** Supervisor – Night Shift



Cynthia A. Samples, ENP Supervisor – Day Shift



W. Peyton Jarnagin Supervisor – Evening Shift



Shawnna Y. Smith, ENP Alternate TAC / CTO



**Deborah A. Maltba**Administrative Assistant

# **Telecommunicators**

**David M. Peoples**Serving Since 2009

Courteney M. Matthews Serving Since 2019

> Heather M. Bishop Serving Since 2020

**Drew C. Robinson**Serving Since 2022

**Shawn W. Lindsay** Serving Since 2010

**Tabitha I. Dykes** Serving Since 2020

Mayme L. Hill Serving Since 2021

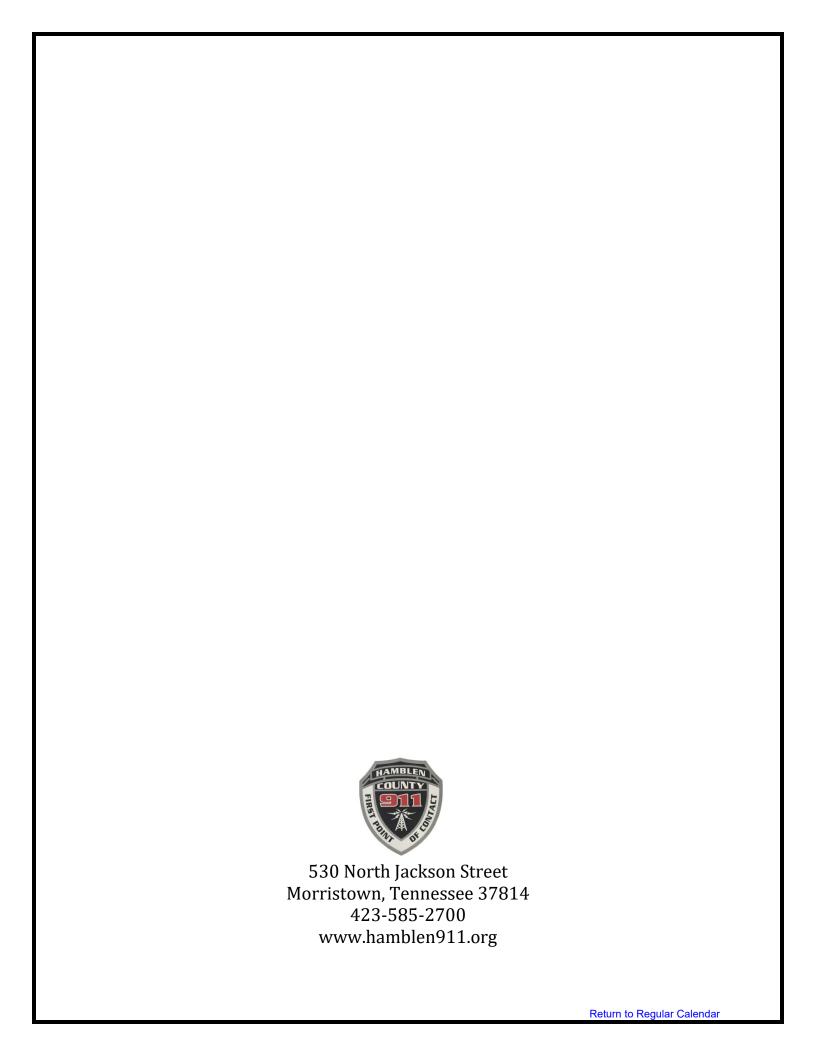
**Britney N. Turner** Serving Since 2022

Megan L. Reid Serving Since 2022 **Deborah T. Russell** Serving Since 2015

**Robin D. Herrera** Serving Since 2020

Alyssa M. Weinreich Serving Since 2022

Brianna A. Lane Serving Since 2019



# Hamblen County Government Personnel Committee

Monday, March 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, Rodney Long, Mike Richardson,

# **Members Absent:**

Joe Huntsman, Sr., Wayne NeSmith Mike Reed, Kyle Walker

#### **Call to Order**

Chairman Thomas Doty called the meeting to order at 6:28 p.m.

# **Visitors Wishing to Address the Committee**

None

# **Old Business**

a. None

#### **New Business**

a. Approval of Education Pay Submissions

Motion (Mike Richardson/ Tim Horner, all in favor) to approve the Education Pay Submissions for March 2023.

# Items of Interest (No Action Necessary)

a. None

# **Adjournment**

There being no further business Chairman Doty adjourned the meeting at 6:29 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, March 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 3 minutes to speak)
- 3. Old Business Chairman Thomas Doty
  - a. None
- 4. New Business Chairman Thomas Doty
  - a. Approval of Education 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 PAY APPLICANT PRESENTED TO
THE PERSONNEL COMMITTEE ON
March 13, 2023

# **EDUCATION**

Last Name	First Name	Education	Amount
Davis	Elizabeth	Associate	\$350.00

# Hamblen County Government Public Services Committee

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

#### **MINUTES**

# **Members Present**

Debbie A'Hearn, Chris Cutshaw, Stan Harville, Peggy Howell, Bobby Haun, Rodney Long, Mike Richardson

#### **Members Absent**

Joe Huntsman, Sr., Kyle Walker

# **Call to Order**

Chairman Richardson called the meeting to order at 6:30 p.m.

#### **Visitors Wishing to Address the Committee**

Linda Noe, Dan Pellegirn

# **Old Business**

a. None

#### **New Business**

- a. Urban Growth Plan- Steve Neilson, Planning Director with the City of Morristown addressed the committee about Amending the Urban Growth Boundary.
  - Motion (Stan Harville/Rodney Long, all in favor) to approve the Amendments to the Urban Growth boundar.
- b. Resolution 23-\_\_\_ to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax Map 0130, Group A, Parcel 007.00, 8067 East Andrew Johnson Highway, Whitesburg, Tennessee 37891 from A-1 to C-1.
  - Motion (Debbie A'Hearn/Bobby Haun, all in favor) to approve Resolution 23-\_\_ Resolution to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax Map 0130, Group A, Parcel 007.00, 8067 East Andrew Johnson Highway, Whitesburg, TN 37891 from A-1 to C-1.
- c. Open Discussion on Standards Governing Excessive Noise-Chairman Mike Richardson addressed the Committee on some of the Excessive Noise Regulations requirements. A proposed draft to begin the process of drawing up regulations for the County will be presented at the April 2023 Committee Meeting for Consideration after consulting first with the County Attorney, District Attorney's Office, and the Judges.
  - No Action Taken. Discussion Only.

# **Items of Interest** (No Action Necessary)

a. None

#### Adjournment

There being no further business Chairman Richardson adjourned the meeting at 7:07 p.m.

# Hamblen County Government PUBLIC SERVICES COMMITTEE



PUBLIC SERVICES COMMITTEE

Mike Richardson *Chairman* 

Bobby Haun *Vice-Chairman* 

Chris Cutshaw *Ex-Officio* 

Debbie A'Hearn *Member* 

Stan Harville *Member* 

Peggy Howell *Member* 

Joe Huntsman, Sr. *Member* 

Rodney Long *Member* 

Kyle Walker *Member* 

Monday, March 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 3 minutes to speak)
- 3. Old Business Chairman Mike Richardson
  - a. None
- 4. New Business Chairman Mike Richardson
  - a. Urban Growth Plan-Steve Neilson, Planning Director
  - b. Resolution 23-\_\_\_ to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax Map 0130, Group A, Parcel 007.00, 8067 East Andrew Johnson Highway, Whitesburg, Tennessee 37891 from A-1 to C-1-Josh Cole, Senior Planner
  - c. Open Discussion on Standards Governing Excessive Noise-Chairman Mike Richardson
- 5. Items of Interest (No Action Necessary) Chairman Mike Richardson
  - a. None
- 6. Adjournment Chairman Mike Richardson

### RESOLUTION # 23-14

A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLEN COUNTY, TENNESSEE BY REZONING TAX MAP #0130 A 007.00 in DISTRICT 5, HAVING BEEN ADDRESSED AS 8067 EAST ANDREW JOHNSON HIGHWAY, FROM A-1 (Agriculture &Forestry) TO C-1 (Commercial)

WHEREAS, The Hamblen County Planning Commission heard the request to amend the Hamblen County Zoning Map at their regular meeting date of March 6<sup>th</sup>, 2023; specifically that property Dist 05, Tax Map 0130, Group A, Parcel 007.00, 8067 East Andrew Johnson Highway, located outside the Urban Growth Boundary, be rezoned from A-1 (Agriculture & Forestry) to C-1 (Commercial);

**WHEREAS,** The Hamblen County Planning Commission does hereby recommend in favor of the rezoning request;

**NOW, THEREFORE, BE IT RESOLVED** that the Hamblen County Board of Commissioners met in regular session on the 23<sup>rd</sup> day of March, 2023, hereby approving the rezoning and map amendment from A-1 to C-1 according to the attached Exhibit A.

WHEREFORE, it was moved by	and seconded by
that this Res	
VOTING FOR:	VOTING AGAINST:
ATTEST:	
County Clerk	<del></del>
AUTHENTICATED:	
AOTHENTICATED.	
County Mayor	
Date:	

Exhibit A -



## The City of Morristown

### Community Development & Planning

Hamblen County Planning Commission TO: FROM:

Josh Cole, City of Morristown Senior Planner

DATE: March 6<sup>th</sup>, 2023

Rezoning Request: A-1 to C-1 SUBJECT:

8067 E. Andrew Johnson Highway

### BACKGROUND

The property owner, Jason Waddell, is requesting his property located at 8067 E. Andrew Johnson Highway be rezoned from A-1 (Agricultural) to C-1 (Commercial). This property is slightly over 0.8 acres and vacant. It has A-1 zoning to the north and east along with R-1 to the south; however, several C-1 zoned parcels are to the southwest along E. Andrew Johnson Highway with the closest being just 0.04 miles away.



### **RECOMMENDATION**

Due to the proximity of C-1 zoning and E. Andrew Johnson being a major corridor within the County, staff recommends approval of this rezoning request and would ask Planning Commission to forward this on to County Commission.

## Hamblen County Government Rules Review Committee

Monday, March 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 7:07p.m.

### **Visitors Wishing to Address the Committee**

Linda Noe, Melissa Bellew

### **Old Business**

None

### **New Business**

a. Rules for Contracts-Discussion and Consideration-Chairman Haun discussed the proposed Information Rule (5-Day Rule) for contracts presented to the Committee or Commission. No action shall be taken until a minimum of 5 calendar days. Action may be taken on the 5<sup>th</sup> day. Motion (Chris Cutshaw/Thomas Doty, all in favor) to accept the proposed Information Rule (5-Day Rule). Motion Amended (Chris Cutshaw/Thomas Doty, all in favor) to call the Proposed 5-Day Rule the "Information Rule".

### Adjournment

There being no further business Chairman Haun adjourned the meeting at 7:22 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, March 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 3 minutes to speak)
- 3. Old Business Chairman Bobby Haun
  - a. None
- 4. New Business Chairman Bobby Haun
  - a. Rules for Contracts-Discussion and Consideration
    - 1. Proposed Information Rule (5-Day Rule)
- 5. Items of Interest (No Action Necessary) -Chairman Bobby Haun
  - a. None
- 6. Adjournment Chairman Bobby Haun

Current 10-Day Rule: Contracts will be put in the regular committee packets to be discussed at the committee meeting, but no action will be taken until the subsequent County Commission meeting (normally 10 days after the monthly committee meeting).

### Items to Be Considered for Local Rules

Information Rule (5-Day Rule): Contracts presented to the Hamblen County Commission shall be put in either the regular committee packet or the regular commission packet to be discussed at either the committee or regular commission meeting. No action shall be taken until a minimum of 5 calendar days. Action may be taken on that 5<sup>th</sup> day.

## Hamblen County Government Bulk Waste Study Committee

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

### **MINUTES**

### **Members Present:**

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

### **Members Absent:**

Kyle Walker

### Call to Order

Chairman Tim Horner called the meeting to order at 7:23 p.m.

### **Visitors Wishing to Address the Committee**

Chad Huntsman, Gwen Holden, Linda Noe, Twila Senkveil

### **Old Business**

None

### **New Business**

a. Bulk Waste Discussion- Chairman Tim Horner addressed the Committee with the definitions for the Draft Bulk Waste Policy. A discussion was held on the entire Draft Resolution that was presented. It was determined a new condensed version should be presented in April.

Motion (Mike Richardson/Edna Greene), all in favor to table the Draft Resolution for Bulk Waste until a new condensed version could be presented.

### **Adjournment**

There being no further business Chairman Horner adjourned the meeting at 8:02 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, March 13, 2023 Immediately Following Adjournment of the Rules Review Committee Large Courtroom of the Hamblen County Courthouse

### <u>AGENDA</u>

- 1. Call to Order Chairman Tim Horner
- 2. Visitors Wishing to Address the Committee Chairman Tim Horner (Visitors will be allotted 3 minutes to speak)
- 3. Old Business Chairman Tim Horner
  - a. None
- 4. New Business Chairman Tim Horner
  - a. Definitions for Draft Resolution 23-\_\_-Chairman Tim Horner
    - 1. Bulk Waste
    - 2. Construction Waste
    - 3. Garbage
    - 4. Brush
- 5. Items of Interest (No Action Necessary) Chairman Tim Horner
  - a. None
- 6. Adjournment Chairman Tim Horner

### **RESOLUTION 23-\_\_**

# A RESOLUTION OF THE COUNTY COMMISSION OF HAMBLEN COUNTY, TENNESSEE TO ADOPT THE FOLLOWING REFUSE, TRASH, AND BULK WASTE POLICY

**WHEREAS, Resolution** 23-\_\_ of the County Commission of Hamblen County, Tennessee will support the following Refuse, Trash, and Bulk Waste Policy.

### **REFUSE AND TRASH DISPOSAL**

### 1. REFUSE STORAGE AND COLLECTION

### **SECTIONS**

**Definitions** 

Premises to be kept in clean and sanitary condition

Containers required; specifications; locations; cleanliness

Confiscation of unsuitable containers

Disposition of wet garbage, leaves, light brush, lawn clippings, etc.

**Bulk Waste Regulations** 

**Commercial Rental Properties** 

Permit required for collecting refuse

Maximum intervals for refuse collection

Vehicle requirements

Fee established, collection rules and regulations

Depositing garbage, etc., on streets, etc. prohibited

Service of orders by the Hamblen County Sanitation Department

Penalties for violation of this resolution

<u>Definitions</u>-For the purpose of this chapter, the following words and phrases shall have the same meanings respectively ascribed to them by this section:

- (1) "Ashes". Such term shall include the waste products from coal, wood, and other fuels used for cooking and heating from all public and private residences and establishments.
- (2) "Bulk Waste". Such term shall mean furniture, bedding, appliances, and other refuse items that, by their size, shape, or weight, cannot be placed in a county provided MHC. This term specifically excludes construction waste, or any other definitions adopted by Hamblen County.
- (3) "Construction Waste". Such term shall mean materials from building construction, demolition, remodeling, or construction site preparation, including, but not limited to rocks, stumps, bricks, dirt, plaster, wood, roofing, and all types of building scrap materials.

- (4) "Collector". Such term shall mean any person who collects, transports, or disposes of any refuse within the county.
- (5) "Road Superintendent". Such term shall mean the Superintendent of the Highway and Sanitation Departments of Hamblen County.
- (6) "Garbage". Such shall include all household waste, including, but not limited to, food, waste, bottles, wastepaper, cans, clothing, and general refuse. It shall exclude yard waste, construction waste, hazardous waste, human or animal excreta or fecal matter, dead animals, and bulk waste.
- (7) "Hazardous Waste". Such term shall include any chemical, compound, mixture, substance, or article which may constitute a hazard to health or may cause damage to property or persons by reason of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive or otherwise harmful, as defined by the state in its statutes and regulations regarding hazardous waste.
- (8) "Code Enforcement Officer". The "Code Enforcement Officer" shall be such county officer(s) as the County Mayor shall appoint or designate to administer and enforce sanitation regulations and/or County Code Sections within the County.
- (9) "Industrial Waste". Such term shall mean all wastes peculiar to industrial, manufacturing or processing plants.
- (10) "Litter". Such term shall mean all garbage, refuse, trash, and all other waste material which, if thrown, deposited, scattered, or left unattended as prohibited in this chapter, tends to create a danger to the public health, safety, and welfare.
- (11) The term "Mechanically-Handled Container" or "MHC" shall mean those containers distributed by the county for refuse collection.
- (12) "Non-residential service". Such term means service to all service areas in the county except those locations specified under residential service. Non-residential service locations shall include but are not limited to federal, state, county and municipal government locations, universities and colleges, hospitals, lodges, clubs, labor unions, schools and churches, campgrounds, apartment complexes of five (5) or more units, and trailer park complexes of five (5) or more units, as well as business, commercial, industrial and office establishments. Classification as a nonresidential service location shall normally preclude classification as a residential service location.
- (13) "Person" shall include any natural person, association, partnership firm or corporation.
- (14) "Recyclable material". Such term shall mean solid waste or waste materials capable of being made into other materials or products for materials, to include plastics, glass, aluminum, steel, newspaper, mixed paper, cardboard and other materials as identified by the Hamblen County Sanitation Department.
- (15) "Refuse". Such term shall include all garbage, rubbish, ashes, and all other putrescible and non-putrescible, combustible and noncombustible materials originating from the preparation, cooking, and consumption of food, market refuse, waste from the handling of sale of produce, and other similar

unwanted materials, but shall not include sewage, body wastes, or recognizable industrial by-products, from all residences and establishments, public and private.

- (16) "Residential service". Such term means service to single or multiple-family dwelling units up to and including apartment complexes of four (4) units or less, and service to trailer park complexes of four (4) units or less.
- (17) "Small commercial unit" shall mean any commercial unit requiring less than five (5) MHCs.
- (18) "Yard waste". Such term shall mean grass clippings, leaves, tree and shrubbery trimmings and other related yard waste materials accumulated by the property resident. It does not include land clearing operations or stump and other materials cut by private enterprise or professional tree trimmer.
- (19) "Brush". Such term shall mean cuttings or trimmings, individual pieces not exceeding 8 inches in diameter or 10 feet in length, from trees, shrubs, or lawns and similar materials, which may also include yard waste consisting of leaves, twigs, and other similar objects.

<u>Premises to be kept in clean and sanitary condition-</u> All persons within the county shall keep their premises in a clean and sanitary condition, free from accumulation of refuse, offal, filth, and trash. Such persons shall store such refuse between intervals of collection or dispose of such materials in an MHC or other manner as may be prescribed by the Codes Enforcement Officer so as not to cause a nuisance or become and injurious to the public health and welfare.

### Containers required; specifications; location; cleanliness

- (1) Each owner, occupant, tenant, subtenant, lessee, or others using or occupying any building, house, structure, where refuse materials or substances as defined in this chapter accumulate or are likely to accumulate, shall use an adequate number of MHCs for the storage of such refuse, or where capacity of the permitted number of MHCs is inadequate, or use a commercially supplied container approved by the Highway Sanitation Department. Each MHC shall not weigh more than fifty (50) pounds when full.
- (2)Mechanically-handled containers-The refuse collection agency of the County is equipped to only handle containers mechanically. These MHCs shall be used by all persons from whom trash is collected. MHCs damaged through no fault of the County will not be replaced without charge.

### Confiscation of unsuitable containers

The official refuse collecting agency of the county is herein authorized to confiscate or to remove unapproved storage containers from the premises of residences and establishments, public and private, when, at the discretion of the Code Enforcement Office or the Highway Sanitation Department, such containers are not suitable for the healthful and sanitary storage of refuse substances. Such unsatisfactory containers shall be removed and disposed of at a place and in a manner designated by the official collecting agency only after the owners of such containers have been duly notified of such impending action.

### Disposition of wet garbage, leaves, light brush, lawn clippings, etc.

Wet garbage-Wet garbage or refuse must be drained of all liquids and wrapped in paper or other suitable material prior to placing it in MHC.

### **Bulk Waste Regulations**

- (1) Residential bulk waste shall include stove, refrigerators, water tanks, washer/dryers, furniture, or similar bulky items having a weight greater than fifty (50) pounds or a volume greater than thirty-two (32) gallons. Bulk waste is not considered to be bags of garbage placed beside the roadway. Residential bulky trash will be collected on a schedule determined by the Highway Sanitation Department. Such refuse shall be kept separate from yard waste and shall be placed adjacent to and back of the curb, or adjacent to and back of the ditch without blocking the roadway or any sidewalk or drainage ditch. Bulky trash may be put out for collection only on the property where it was generated. It may not be put out prior to the day before scheduled collection and must be out by 7:00 a.m. of that day.
  - (a) Bulky waste collection service is provided for residential properties only. Nonresidential generators are responsible for solid waste removal from their property to a permitted disposal site.
  - (b) The size of the pile of bulk waste placed for the County to pick up shall be no larger than five
  - (5) feet long, three (3) feet tall, and four (4) feet wide.
  - (c) Bulky waste placed for collection at times other than designated by this section or in violation of any other section of this chapter shall be in violation and shall be subject to the penalties set forth in these regulations
- (2) Residential yard waste shall include brush, leaves, grass cuttings and garden trimmings, weeds, and roots from which all dirt has been removed. Residential yard waste, not including brush and leaves, shall be deposited in disposable containers or in an MHC, provided that such refuse is loose in the container and not tightly compacted so to cause difficulty to the collector in removing the trash from said container. Each property owner within the limits of the county shall be entitled to have brush and leaves collected from each parcel of real property owned by him on a regular basis as designated by the Highway Sanitation Department; provided that any such pickup will be refused unless the property owner, his agent or tenant in charge of the premises shall comply with the following conditions:
  - (a) No garbage, refuse, bulky trash, or demolition material is to be intermingled with the leaves, brush or branches to be collected.
  - (b) All leaves, brush, or branches authorized for collection shall be placed as near as practicable to the roadway in front of the premises without blocking the roadway or any sidewalk or drainage ditch.
  - (c) All brush or branches to be collected shall be sized so that no such branch exceeds ten (10) feet in length or eight (8) inches in diameter.

- (d) None of the provisions of this section shall apply to branches cut or trimmed from trees by any person engaged in the profession of tree trimming or branches that have been left on premises in violation of any application sections of this chapter or to any yard waste not resulting from the normal and routine maintenance of a yard, grounds, or residence. The business, contractor, or professional person shall be held responsible for any waste generated from performing this type of work on any property in the county. No waste from any service is permitted to be placed at the roadside.
- (e) None of the provisions of this section shall apply to yard waste generated on commercial property, non-residential property, or by a business of any kind, nor does it include yard waste generated from lot development or leveling and grading activities associated with new construction.
- (3) Construction waste such as scrap lumber, plaster, roofing, or concrete resulting from construction, repair, remodeling or demolition of any building or appurtenances on private property generated will not be picked up by the Hamblen County Sanitation Department, and the owner must cause such materials and waste to be privately removed.
- (4) Industrial waste and hazardous waste shall be disposed of by the industry, manufacturer or processing plant generating such waste under such methods and conditions as shall be approved by the state.
  - (a) Flammable liquids, solids or gases, such as gasoline, benzene, alcohol or other similar substances.
  - (b) All pathogenic and radioactive waste, which shall be disposed of by the institution generating such waste under conditions as shall be approved by the state.
  - (c) Any materials that could be hazardous or injurious to county employees or their contractor and/or could damage to county or their contractor's equipment.
  - (d) Construction waste as defined in this section
  - (e) Hot materials such as ashes, cinders, etc.
  - (f) Human or animal waste, unless it is placed and secured in a plastic bag or suitable paper bag
  - (g) Infectious wastes as classified below:
  - (h) Isolation wastes. Wastes contaminated by patients who are isolated due to communicable disease as provided in the U.S. Center of Disease Control Guidelines for Isolation Precautions in Hospitals (July 1983).
  - (i) Cultures and stocks of infectious agents and associated biological cultures and stocks of infections agents, including specimen cultures from medical and pathological laboratories, waste from the production of biologicals, discarded lived and attenuated vaccines, and cultural dishes and devices used for transfer, inoculate, and mix cultures.

- (j) Human blood and blood products. Waste human blood and blood products such as serum, plasma, and other blood components.
- (k) Pathological wastes. Pathological wastes such as tissues, organs, body parts, and body fluids that are removed during surgery and/or autopsy.
- (I) Discarded sharps. All discarded sharps (e.g., hypodermic needles, syringes, Pasteur pipettes, broken glass, scalpel blades) used in patient care, medical research, or industrial laboratories.
- (m) Contaminated animal carcasses, body parts, and bedding of animals that were intentionally exposed to pathogens in research, in the production of biologicals or in the testing of pharmaceuticals.
- (n) Facility-specified wastes. Other wastes determined to be infectious by a written facility policy.
- (o) Human and/or animal remains shall be prohibited from being placed in garbage containers.
- (p) It shall be unlawful for any person to move, remove, reset, scatter, tamper with, use, carry away, deface, mutilate, destroy, damage, or interfere with any garbage container or bulk waste pile.

<u>Commercial Rental Properties</u>- Rental property tenants are allowed to use the services described in this document as a tenant/property owner. Complete removal of a tenant's property by the landlord at the date of an eviction is the responsibility of the landlord for disposal of said property. The complete removal and placement of such property by the roadside is a violation of this policy. If the tenants, dump the entire contents at the road, that will also be the responsibility of the landlord or property owner.

<u>Permit required for collecting refuse-</u> No person shall engage in the business of collecting refuse or removing the contents of any refuse container, for any purpose whatsoever, which does not possess a permit to do so from the County. Such permit may be issued only after the applicant's capability of complying with the requirements of this chapter has been fully determined. The County Mayor is authorized to promulgate and publish minimum standards required to qualify for such a permit. Such permits may be suspended or revoked upon the violation of any of the terms in the regulations. Permit revocations can be appealed to the Property Maintenance Board of Appeals (PMBA).

<u>Maximum intervals for refuse collection-</u> All refuse shall be collected frequently to prevent the occurrence of nuisances and public health problems. Such collections shall normally be made at regularly scheduled intervals of not less than once a week. The collection of refuse within the County shall be under the direct supervision of the Highway Sanitation Department.

<u>Vehicle requirements</u>-The collection of refuse shall be by means of county vehicles, or in the case of private collectors and haulers, with beds constructed of impervious materials and easily cleanable and so constructed that there will be no leakage of liquids draining from the refuse onto the streets and public thoroughfares. Provision shall be made to prevent the scattering of refuse over the streets and thoroughfares by effective coverings or closed truck beds.

(5) Provisions of MHCs. One (1) MHC will be furnished at no cost and additional MHCs may be purchased, all as shown in the following table. If the allowable number of MHCs is insufficient to service the unit(s), then the unit(s) must contract with a permitted collection hauler for collection service. The following table shows the number of MHCs furnished by the county and the number of MHCs which may be purchased for the various units.

CUSTOMER	<u>FURNISHED</u>	<u>PURCHASE</u>
Single family, town homes, Separately-owned condominiums	1	2
Small commercial	1	3
2, 3 or 4 unit structures	2	2
5 or 6 unit structures	3	3
7 or 8 unit structures	4	4
9 or 10 unit structures	5	5

The maximum number of MHCs, including purchased MHCs, at a single structure, multi-family dwelling or a mobile home park, shall not exceed ten (10) carts. Multi-family dwellings within the same complex under separate ownership will be considered as separate structures. For example, if three (3) ten (10) unit structures are located in one (1) complex and each is separately owned, then fifteen (15) MHCs would be furnished.

<u>Depositing garbage, etc. on streets, etc. prohibited-</u> No person shall throw any garbage or other vegetable matter on any of the county roads or other public places of the county.

<u>Service of orders by the Hamblen County Sanitation Department</u>-It shall be the duty of the County Highway Sanitation Department to issue orders requiring the proper handling of garbage and refuse on private and public premises to owners, occupants, tenants, or lessees of such properties where violations of this chapter are known to exist. Such order shall provide that such violations be corrected within the time specified by the Codes Enforcement Officer.

### Penalties for violations of this Resolution

(1) Any person violating the provision of the adopted regulations shall be guilty of a misdemeanor and punished as proved in the general provisions of County Code. Each day that a continuing violation of this chapter is maintained or permitted to remain shall constitute a separate offense.

- (2) Any person violating the provisions of this chapter may be assessed a civil penalty by the County not to exceed seventy-six dollars (\$76.00) per day and the repayment of administrative cost incident to the correction of the county violation up to five hundred dollars (\$500.00) for each day of violation. Each day of violation shall constitute a separate offense for which the person in violation will be liable.
- (3) In addition to the civil penalty, the County may recover all damages proximately caused by the violator to the County, which may include any reasonable expenses incurred in investigating violations and enforcing violations of these regulations.
- (4) The County may bring legal action to enjoin the continuing violation of these regulations, and the existence of any other remedy, at law or in equity, shall be no defense to any such actions.
- (5) The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one or more of the remedies set forth herein has been sought or granted.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Hamblen County,
Tennessee, meeting in regular session in Morristown, Tennessee on the day of,
2023, Adopt this policy by a two thirds (2/3) majority vote of the county legislative body.
Commission Chairman
County Mayor
ATTEST:
County Clerk

# MINUTES FOR HAMBLEN COUNTY LEGISLATIVE BODY COMMISSION MEETING

February 23, 2023

BE IT REMEMBERED that the Legislative Body for Hamblen County, Tennessee met at its regular monthly meeting on February 23, 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 Commissioner Mike Richardson. The Pledge of Allegiance was led by Commissioner Thomas Doty. Upon roll call, the following members were present:

ROLL CALL TALLY RESULTS 13 Present

Joe Huntsman	PRESENT
Debbie A'Hearn	PRESENT
Thomas Doty	PRESENT
Wayne NeSmith	ABSENT
Mike Reed	PRESENT
Mike Richardson	PRESENT
Kyle Walker	PRESENT

Rodney Long	PRESEN'
Chris Cutshaw	PRESENT
Stan Harville	PRESEN
Peggy Howell	PRESEN
Bobby Haun	PRESENT
Tim Horner	PRESENT
Edna Greene	PRESEN'

Hamblen County Commission - February 23 2023 05:08:11 PM

February 23, 2023



### **EMS REGULATORY BOARD**

Motion by Thomas Doty, seconded by Tim Horner to approve Dr. Harrell to serve another three year term on the Hamblen County EMS Regulatory Board.

### **Voting For:**

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

Voting Against:

**Kyle Walker** 

None

Absent:

Wayne NeSmith

**Motion Passed.** 

3.a.



To:

Hamblen County Commission

From:

Bill Brittain, County Mayor

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

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

Motion by Thomas Doty, seconded by Bobby Haun to approve the Consent Calendar Items.

4.a. Approval of Consent Calendar I	tems	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 S	YES
Mike Richardson	YES	Tim Homer	YES
Kyle Walker	YES	Edna Greene	YES

ON OF NOTARIES PUBLIC CERTIFICATE OF ELL

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

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SOREIT
1. ELAINE M CHESTER	1655 WIND CHASE DR	423-608-0283	1833 W MORRIS BLVD., STE 201 MORRISTOWN TN 37813	413-581-5222	
2. NATASHA DAWN CHILDRESS		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	1	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
49. DONNA M HAMILTON	4499 HARBOR DR MORRISTOWN TN 37814	423-748-7501	4499 HARBOR DR MORRISTOWN TN 37814	4237487501	MERCHANTS BONDING COMPANY
E10. TODD HEPTINSTALL	2104 BILLY DR NEW MARKET TN 378204842	865-406-9921	6032 W ANDREW JOHNSON HWY TALBOTT TN 378778602		COMPANY
ટ દ્યા. TERENCE HOLT	430 W 6TH NORTH ST MORRISTOWN TN 378144032	865-228-4617	8923 LINKSVUE DR KNOXVILLE TN 37922	ı	Carlo
2012. MISTY LASHEA KIRK	1624 PLEASANT VIEW DR TAI BOTT 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	A COLUMN TO SERVICE AND ADDRESS OF THE PARTY
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 CHICKEY 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 TAI BOTT 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 37844	423-587-3114	774 KIDWELLS RIDGE ROAD MORRISTOWN TN 37814	423-581-4966	JERRY W. BURKE KONALD 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	
BATCH 145	COUNTY TO THE PARTY OF THE PART		Hogan	Hende	abon-no
	Admontana Com		1000	IGNATURE	

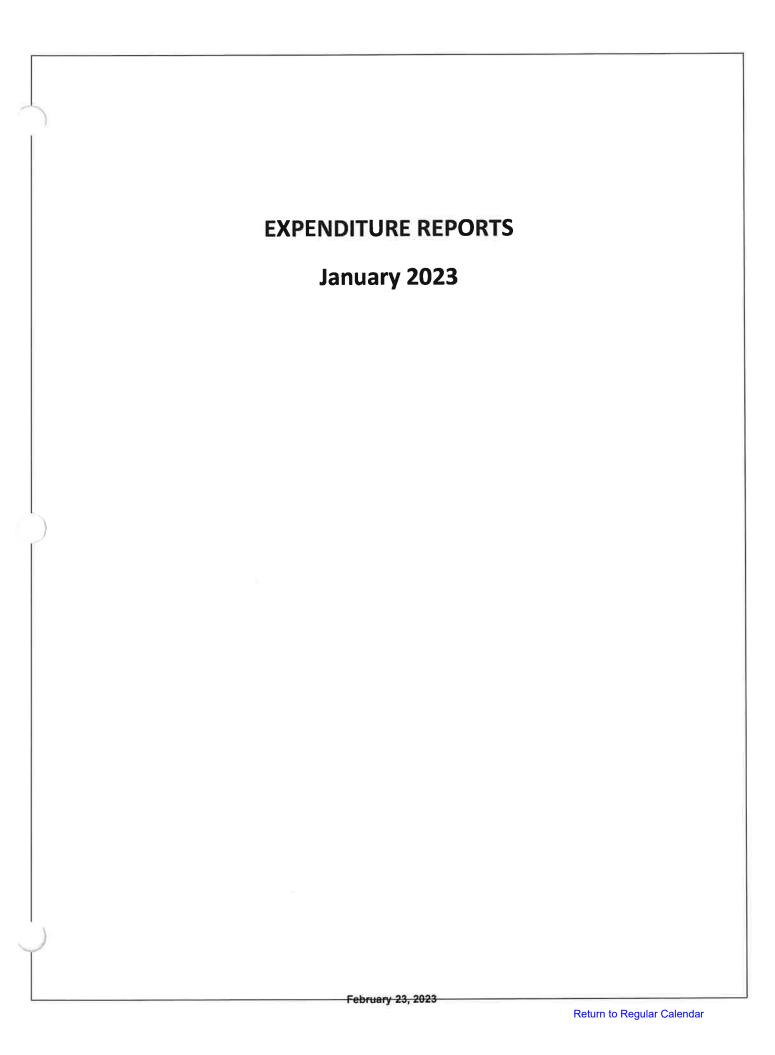
CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE

2-/-DATE

Return to Regular Calendar

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

Category of	Description		Amount		Total Per Category
Costs	Description	77 HESV	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	\$	4,999,864.5
					.,
urWil Construction	Drainet Management	\$	283,597.96		
Paid in FY2021	Project Management	\$	227,515.00		
Paid in FY2022	Project Management	Ş	227,313.00		
Paid in FY2023	Project Management	\$	208,860.00	_	
				\$	719,972.9
laine Construction Paid in FY2022	Construction	¢	18,460,845.00		
Palu III F12022	Construction	7	10,400,015.00		
Paid in FY2023	Construction	\$	14,822,904.16		22 202 740 4
	*			þ	33,283,749.1
ntegrity 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		
	S			\$	10,760.4
roperty Acquisition					
Paid Prior to FY2021		\$	1,250,751.07		
Paid in FY2021		\$	895,659.17		
Paid in FY2022	3	\$	1,326.52	\$	2,147,736.7
Other Costs					
Paid Prior to FY2021	Site Preparation, Clearing, and				
	Soil Testing and All Other Costs	\$	109,649.17		
Paid in FY2021	Site Preparation, Clearing, and				
	Soil Testing and All Other Costs	\$	169,962.00		
Paid in FY2022	Site Preparation, Clearing, and	,	400 400 00		
	Soil Testing and All Other Costs	\$	122,120.00		
Paid in FY2023	Site Preparation, Clearing, and 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 Enviornment & Conservation - Storm Water Annual Fee	\$	500.00		
				\$	567,582.5
	S				
	Total Expenditures on Jail / Justice Center Project			\$	41,729,666.3



# **EXPENSE SUMMARY REPORT**

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 Equalization	5,550.00	0.00	5,550.00	0.00	0.00	0.00	5,550.00	100.001
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	%26.89
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%
54940 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%
Kasaa Drin 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	5 10,171.64	534,085.61	55.63%

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# **EXPENSE SUMMARY REPORT**

January 2022-2023

# HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

101 General Fund

29.12% 50.00% 50.00% 0.00% 47.61% %000 40.62% 47.11% 63.32% 50.00% 48.60% 43.26% 17.27% %90.09 44.62% 5,500.00 100.00% 115,233.00 100.00% 54.55% 53.45% 45.07% 25.00% % Bdgt Remain 9,045.80 95,950.00 5,000.00 15,000.00 50,776.10 5,800.00 0.00 46,947.25 531,552.66 169,565.79 50,749.74 57,485.43 3,084.42 85,579.63 4,603.96 1,704,283.38 4,358.34 1,992,254.25 210,574.68 150,000.00 Unencumbered Balance 0.00 1,759.35 368.50 0.00 90.0 0.00 0.0 0.00 0.00 0.00 1,710.93 9.0 0.00 0.0 0.00 251,573.76 498,610.87 3,397.25 23,277.94 11,635.81 Outstanding Encumbrances 5,800.00 0.00 150,000.00 3,391.08 5,000.00 6,500.00 233,550.00 9,954.20 44,223.90 1,853,534.46 59,044.22 40,841.75 88,982.43 141,878.53 208,755.28 5,000.00 12,500.00 2,413,733.88 56,975.26 118,588.07 22,047.04 1,641.66 YTD Expenses 15,877.93 16,763.33 0.00 0.00 0.00 0.00 0.00 9,439.20 0.0 0.00 77,850.00 8,319.64 0.00 30,370.59 397,764.92 0.00 16,947.25 484.44 47,495.23 261,227.48 250.00 8,482.14 MTD Expenses 19,000.00 6,500.00 95,000.00 5,500.00 6,844.00 5,000.00 0,000,00 27,500.00 11,600.00 329,500.00 115,233.00 332,560.00 118,289.00 187,789.00 197,840.00 26,651.00 385,067.00 380,032.00 0.0 3,809,391.60 4,904,599.00 107,725.00 300,000.00 6,000.00 Amended Budget 0.00 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.00 0.00 0.00 0.0 -1,189.40 0.00 0.00 0.0 900 900 0.00 90.0 Budget Amendments 0.0 0.0 6,844.00 95,000.00 11,600.00 6,500.00 329,500.00 187,789.00 380,032.00 5,000.00 5,500.00 115,233.00 10,000.00 27,500.00 19,000.00 118,289.00 197,840.00 26,651.00 385,067.00 3,810,581.00 107,725.00 332,560.00 300,000.00 6,000.00 1,904,599.00 Budget Amount 54160 Administration Of The Sexual Offender 54610 County Coroner/Medical Examiner Account Group 55900 Other Public Health And Welfare 54490 Other Emergency Management 55590 Other Local Welfare Services 55170 Alcohol And Drug Programs 54310 Fire Prevention And Control 55120 Rabies And Animal Control 55520 Aid To Dependent Children 56300 Senior Citizens Assistance 53930 Victim Assistance Program 54510 Inspection And Regulation 55710 Sanitation Management 55390 Appropriation To State 54250 Work Release Program 54110 Sheriff's Department 55110 Local Health Center 54900 Other Public Safety 56100 Adult Activities 55140 Nursing Home 54410 Civil Defense 54220 Workhouse 56500 Libraries 54210 Jail

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91150 Social, Cultural And Recreation Projects

91140 Public Health And Welfare Projects

91200 Highway And Street Capital Projects

99100 Transfers Out

91190 Other General Government Proje

# **EXPENSE SUMMARY REPORT**

HAMBLEN COUNTY ACCOUNTS & BUDGETS January 2022-2023

101 General Fund

Fund(s) Selected:

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	0.00	333,138.00	20,135.06	168,324.37	7,021.45	157,792.18	47.37%
scon 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%
E7400 Anticultural Extension Service	179,893.00	3,843.00	183,736.00	48,485.19	91,637.64	0.00	92,098.36	50.13%
57.200 Forest Service	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	0.00	0.00%
7750 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%
Spano Vaterans' Services	35,380.00	0.00	35,380.00	2,649.12	18,588.58	314.99	16,476.43	46.57%
SECON Employee Benefits	709,785.00	-5,000.00	704,785.00	193.97	566,780.72	0.00	138,004.28	19.58%
ESON Microllanous	305,404.00	0.00	305,404.00	12,636.00	146,857.90	0.00	158,546.10	51.91%
20200 Miscellairous	6,000.00	0.00	6,000.00	0.00	5,000.00	0.00	1,000.00	16.67%
93300 Community Convects 9440 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%
94420 Administration Of Justice Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
04430 Dublic Safety Projects	174,557.00	71,678.00	246,235.00	0.00	0.00	190,489.80	55,745.20	22.64%

General Fund #(101)

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January 2022-2023	HAMBLEN COUNTY ACCOUNTS & BUDGETS 116 Sanitation	UNTY ACCOUN	UNTS & BU	DGETS		Fund(	Fund(s) Selected: 116	
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	1	241,309.15 3,860,880.15	228,744.84	228,744.84 1,638,438.24		359,658.23 1,862,783.68 48.25%	48.25%
99100 Transfers Out	20,100.00	0.00	20,100.00	0.00	20,100.00	0.00	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%	48.00%

# **EXPENSE SUMMARY REPORT**

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January 2022-2023	HAMBLEN COUNTY ACCOUNTS & BUDGETS 131 Highway	UNTY ACCOUR	JUNTS & BU	DGETS		Fund(	Fund(s) Selected: 131	
Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Outstanding Unencumbered incumbrance Balance	% Bdgt Remain
61000 Administration	471,522.00	0.00	471,522.00	29,399.18	274,747.56	10,206.53	186,567.91	39.57%
62000 Highway And Bridge Maintenance	1,977,365.00	75,000.00	2,052,365.00	170,116.54	998,462.21	102,140.98	951,761.81 46.37%	46.37%
63100 Operation And Maintenance Of Equipment	453,679.00	64,000.00	517,679.00	25,980.70	236,927.34	122,894.77	157,856.89	30.49%
66000 Employee Benefits	24,725.00	0.00	24,725.00	0.00	14,719.00	0.00	10,006.00	40.47%
68000 Capital Outlay	1,103,000.00	186,433.75	1,289,433.75	105,414.15	952,982.09	1,995.00	334,456.66	25.94%
99100 Transfers Out	28,500.00	0.00	28,500.00	0.00	28,500.00	0.00	0.00	0.00%
Highway/Public Works Fund (#131)	4,058,791.00	325,433.75	4,384,224.75	330,910.57	2,506,338.20	237,237.28	1,640,649.27 37.42%	37.42%

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Total	27,000.75	\$30.00	\$20.00	\$110.00	\$50.00	\$121.00	\$320.00	\$176.00	\$450 DD	\$111,00	\$307.40	\$60.00	\$1,990.10	00 UZ3	295.00	\$338 50	2100.00	4937 KD	S48.00	\$350.00	00 us	895.00	595.00	00.065	\$75.00	\$375.00	\$190.00	\$0.00	\$1,000,00	\$25.00	\$180.00	297.00	250.00	\$40.00	\$1.237.50	\$0.00	\$0.00	\$0.00	30.00	20.00	80.00	\$0.00	\$0.00	\$0.00	\$0.00	20.00	80.00	00'0\$	\$0.00	\$0.00	\$0.00	\$11,418.25	\$45,047.60			\$13,616,25						
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Plumbing				\$110.00			\$52.00		1	1				1	\$95 00		\$100.00	Ī			\$0.00	205 00		\$90.00										00 083																		\$620.00	\$5,740,00	Total	\$105.00	\$375.00	80.00	\$1,670.00	00 OS	250.00	A. 100 P.	\$2 500 00
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	\$2.741.25				\$50.00	\$121.00	\$250.00	\$176.00	60 0313	\$111.00	67 ZOES		\$1,890.10			5338 SO		2700	S.d.B.OO	\$350.00			S98 M		875 00	\$375.00	\$190 00	800%	\$1,000,00		\$180.00	202 00	\$50.00	00 07 4	64 337 50	31 (36 30																\$10,481.25	973,759.10	THOUSE OF THE PERSON NAMED IN COLUMN 1	\$105.00	\$375.00		\$1,670,00		\$50.00	20.00	
-	\$400,000,00				\$50,000,00	\$29 972 OU	\$45,000,00	\$1,500.00	\$4,500.00	+	7	$\rightarrow$	00 000 5255			00 000 uss		233 500.00	24 750 00	t	-		\$5,000.00		25,607.37	\$13,500.00	\$50,000.00	\$9.500.00	\$200,000,00		\$10,258.00	\$24 000 00	\$5,335,00	00 000 4.5	00 000 00	00 000 CEZA																\$1.854.470,37 \$10,481.25	ST7.482.888.44	Total No	45			10			3	-
	T	228 Greenhriar Rd	7450 Labanon Church Rd	4120 Lake Mepdow Lane	1985 Hindley Rd	2141 Spout Springs Rd	1681 Pleasant View Drive	393 Statem Gap Rd	975 Jacobs Rd	975 Applys Rd	1397-1403 Dandelion Citcle	1205 Arden Lane	4548 Crosswinds Drive	4648 Crosswinds Drive	2079 Panther Creck Rd	1610 Wilderness Drive	7695 Greenbriar Rd	2145 Spayt Springs Rd	020 Presunced Citale	943 Kirkwell Ridge Rd	1756 Macedonia Rd	1259 Little Min Rd	3538 McChator Rd	1607 Mineral Mils Rd	466 May Rd	880 Wilburn Rd	2605 Lake Front Drive	1700 Dover Rd	7110 Wideficol Terrace	7110 Waterflord Terrace	6780 Coloale Crive	800 Greenbrian	290 Luther Proffit Rd	1376 Mimosa Drive	3955 Old Remucay Rd	Sease A.J. HWY																Total			City and Microfithmount	Re-Zoning Request	Variance Request	Plat Approval	Land Disturbance/Development	Use on Review	Refunds	Total Collected
Type	House 6465 of	Mechanical	Mechanical	Plumbing	In-Ground Pool	(7) Sorage Biggs	Remodel	Storage Bidg	Addison	Sinrage Bildre	Renovation	Storage Ridg	House 3802 sf	Mechanical	Phymbing	Garage/Remodel	Plumbho	Bulldan	Mathous Dunnan	DWAMH	Plumbing	Plembing	Storage Bldg	Phendang	Carpart/above ad Pool	Garage	In-Grd Pool/Pool House	Garage	Garage	*6	Carsos	Deck/Cover	Storage Bldg	Phymbro	Slotage Bidg	IndustryWarehouse																			invator fee not correcting in erro	Ag exemple no rec			more			
Applicant	Luis Romero	Lue Romaro	Hiller Cooling	Gunter Construct	Broaks Malone	Pote Barie	Kobe Miller	Jesse Lavell	Savador Silva	Salundor Silva	Jeelen Patel	Jason Hooker	Jahlany Wilder	Johan Wilder	Keim hy	Philis Cantwell	Pachel Hancock	Frank Monoes	Charles Mesonay	Auelio Atkine	Healy Plumbing	Phillip Bings	Mathera Wilcon	1/23/23 Courtney Greenlee	Darlene Harman	Charles Mareum	Reverty Fiehhum	Radney Long	Phillip Certyle	Phillip Carlyle	Molessa Havens	Tony Mayers	John Funce	Pick Williams	Michael Legnard	Hale Construction																		8	2000				3 lots or			
Osto	1403	1/4/33	1/4/23	-		1,623	1/8/23	1/8/73	1623	1/8/23	1111/23	1113773	1117.23	1117773	1117.23	1/16/23	-	1/19/23	1/19/23	500111	12023	1/23/23	10303	10303	10303	-		10403				1,07,023	10703	1/30/23		1/31/23																Total	Total									
Permit	23-0001	23-0302M	23-0003M	23.0004P	23-0005	23-0008	23-0007	23_0008	23-0009	23,0010	23.0011	23-0012	23-0013	23.0014	23.0015p	23-0016	23-0017P	23-0018	23-0019	23,0021	23.0022P	23-0023P	23.0024	23-0025P	23-0026	23-0027	23-0028	23,0029	23-0030	23-0031G	23-0032	23-0333	23-0034	22-0035P	22-0036	22-0337																	Summing									

# LAW OFFICES CAPPS & BYRD LLP

1004 WEST FIRST NORTH STREET MORRISTOWN, TENNESSEE 37814

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

CHRISTOPHER P. CAPPS DAVID S. BYRD

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

February 3, 2023

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

RE: INVOICES FOR LEGAL SERVICES RENDERED ON BEHALF OF HAMBLEN COUNTY, TENNESSEE - JANUARY, 2023

Dear Bill:

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

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

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

With best regards, I remain,

Very truly yours,

Christopher P. Capps

CPC/alg

Enclosures

https://cceblaw.shureponal.com/snewlawille/Shared Documens/Hambler County/Letters/2023/Brottom, Bill(Invince)-02-413-23 abox

Christopher & Capps/alg



## Capps & Byrd, LLP

INVOICE

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

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

### 00027-Hamblen County Government

### **General Account**

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	<b>\$150.</b> 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	conference with Hinsley	0.25	\$150.00	\$37,50
				Γotal	\$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
	25 5	50 5	Outstanding Balance	\$945.00
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$945.00

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

Please pay within 30 days.

## Capps & Byrd, LLP

INVOICE

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

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

### 00068-Hamblen County Planning Department

### **Planning**

Туре	Date	Description	Quantity	Rate	Total
Service	01/03/2023	Meeting	1.00	\$150.00	\$150.00
Service	01/05/2023	E-malls to and from Tommy McKinney re: pending litigation	0,05	<b>\$150.</b> 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 Tommy McKinney and Clerk's office	0.45	\$150.00	\$67.50
Service	01/19/2023	E-mails from and to Tommy McKinney re: property	0.10	\$150.00	\$15.00
Service	01/20/2023	E-mails from and to Scott Reams and Tina Whitaker re: Guy Collins Rd	0.15	\$150.00	\$22.50
Service	01/23/2023	E-mails from Bill Brittain and Mary Kathryn Coffman re: notices	0.05	\$150.00	\$7.50
Service	01/30/2023	E-mails from and to BJ Lowe and Tommy McKinney re: pending litigation; letter to Sizemores	0.35	\$150,00	\$52.50
Service	01/31/2023	E-mail from Tina Whitaker re: stormwater regulations; e-mails from BJ Lowe re: pending litigation	0.15	\$150.00	\$22.50
			т	otal	\$367.50

### **Detailed Statement of Account**

### **Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
903	03/05/2023	\$367.50	\$0.00	\$367.50
4 8 8 83 1	CHIEFE E		Outstanding Balance	\$367.50
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$367.50

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

Please pay within 30 days.

### Capps & Byrd, LLP

INVOICE

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

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

### 00055-Hamblen County Road Department

### **Road Department**

Date	Description	Quantity	Rate	Total
01/18/2023	E-mall from Bill Brittain re: HC Road Commission redraft	0.10	\$150.00	\$15.00
01/31/2023	Revise draft and e-mails to and from Bill Brittain, Barry Poole and Tom Hyde	0.85	\$150.00	\$127.50
* 1	5	7	otal	\$142,50
	01/18/2023	01/18/2023 E-mall from Bill Brittain re: HC Road Commission redraft 01/31/2023 Revise draft and e-mails to and from Bill Brittain, Barry	01/18/2023 E-mail from Bill Brittain re: HC Road Commission redraft  0.10  01/31/2023 Revise draft and e-mails to and from Bill Brittain, Barry Poole and Tom Hyde	01/18/2023 E-mall from Bill Brittain re: HC Road Commission redarkt  01/31/2023 Revise draft and e-mails to and from Bill Brittain, Barry Poole and Tom Hyde  \$150.00

### **Detailed Statement of Account**

### **Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
906	03/05/2023	\$142.50	\$0.00	\$142,50
			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)

rund	101 DEPT: Accounting a	nd Budgeting	
Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
52100.349	Printing, Stationery and Forms	\$ 400.00	
	DECREASE APPROPRIATIONS:		•
52100.312	Contracts with Private Agencies		\$ 400.00
		\$ 400.00	\$ 400.0
equesting Departmen	nt .		
ignature: <u>A</u> mau	da Hale		
itle: Finance	e Director		
ate: 2/2/2	23		
approval by County M	ayor	For Finance De	epartment On
lignature:	er Buttain	Reviewed by:	
Sitle:	enty Mayor	Budget Amend	3 23
Date:	-3-025		



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	
	NTONY 100 1000 1000 1000 1000 1000 1000 100		
	DECREASE APPROPRIATIONS:		
53400.207	Medical Insurance		\$ 1,200.00
		\$ 1,200.00	\$ 1,200.0
equesting Departm	- O - 1		
gnature: Tath	end & Martes	<del></del> :	
ite:	3/2023		
proval by County	Mayor	(C	
gnature:	Bell Buttain	For Finance Do Reviewed by: _	
tle :	seenty Mayor	Budget Amend	
ite:	7-3-7025	ADH 2	1617.5

101

Fund



Chancery Court

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

DEPT:

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
53400.320	Dues and Memberships	\$ 100.00	
	DECREASE APPROPRIATIONS:		
53400.194	Jury and Witness Expense		\$ 100.00
		\$ 100.00	\$ 100.00
questing Departmen	Print Dani- Janus		
nature: Alle:	the top haton		
te: 1/3/	1/2023		
proval by County M		F	
mature:	ayor	In n. n.	
	ill Britain	Reviewed by:	epartment On
ile: Ga	sell Britain	Reviewed by: Budget Amen	



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

Account Number	Description	Increase	Decrease
ACCOUNTS INDUSCR	INCREASE APPROPRIATIONS:		
		2 2 200 00	
53920.451	Uniforms	\$ 2,000.00	
	DECREASE APPROPRIATIONS:		
			B 0.000.00
53920.716	Law Enforcement Equipment		\$ 2,000.00
		\$ 2,000.00	\$ 2,000.0
	ons to cover uniform expenses for two new Courtroom	Security Officers	
		Security Officers	
increase appropriation	ons to cover uniform expenses for two new Courtroom	Security Officers	
increase appropriation	ons to cover uniform expenses for two new Courtroom	Security Officers	
equesting Departme	ons to cover uniform expenses for two new Courtroom	Security Officers	
equesting Departme	ons to cover uniform expenses for two new Courtroom	Security Officers	
equesting Departme	ent le Arler Secutiva assistant 2-3-23	For Finance D	epartment O
equesting Departme	ent le Arler Secutiva assistant 2-3-23	For Finance D Reviewed by:	
equesting Department of the country	ent le Arler Secutiva assistant 2-3-23	For Finance D	



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

	Description	Increase	Decrease
Account Number	INCREASE APPROPRIATIONS:		
	INCREASE APPROPRIATIONS.		
F0000 004	Maintenance Agreements	\$ 600.00	
53920.334	Maintenance Agreements		
	DECREASE APPROPRIATIONS:		
	DECREASE AFTROIRE		
53400.207	Law Enforcement Equipment		\$ 600.00
001001			
		\$ 600.00	S 600.0
increase appropriation	e: ns to cover an increase in the maintenance agreem n Security. Budgeted amount was \$2,600, but agre	ent costs for the X-Ray ement was \$3,200 for FY 22	2-23.
increase appropriation	: La maintenance agreem	ent costs for the X-Ray ement was \$3,200 for FY 22	2-23.
increase appropriation	: La maintenance agreem	ent costs for the X-Ray ement was \$3,200 for FY 23	2-23.
ipment for Courtroon	ns to cover an increase in the maintenance agreem a Security. Budgeted amount was \$2,600, but agre	ent costs for the X-Ray ement was \$3,200 for FY 25	2-23.
questing Departme	ns to cover an increase in the maintenance agreem a Security. Budgeted amount was \$2,600, but agre	ent costs for the X-Ray ement was \$3,200 for FY 22	2-23.
questing Departme	ns to cover an increase in the maintenance agreem a Security. Budgeted amount was \$2,600, but agre	ent costs for the X-Ray ement was \$3,200 for FY 22	2-23.
questing Departmenature:	ns to cover an increase in the maintenance agreem a Security. Budgeted amount was \$2,600, but agre	ent costs for the X-Ray ement was \$3,200 for FY 22	2-23.
questing Departme	ns to cover an increase in the maintenance agreem a Security. Budgeted amount was \$2,600, but agre	ent costs for the X-Ray ement was \$3,200 for FY 22	2-23.
questing Departmenature:	as to cover an increase in the maintenance agreem a Security. Budgeted amount was \$2,600, but agree  At July April 1997 A	For Finance	Department O
questing Departmenature:	as to cover an increase in the maintenance agreem a Security. Budgeted amount was \$2,600, but agree  At July April 1997 A	diment was gojase as	Department O
questing Department for Courtroom	as to cover an increase in the maintenance agreem a Security. Budgeted amount was \$2,600, but agree  At July April 1997 A	For Finance	Department O
questing Department in Courtroom  questi	as to cover an increase in the maintenance agreem a Security. Budgeted amount was \$2,600, but agree  At July April 1997 A	For Finance Reviewed by:	Department O



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

Account Number	Description	Increase	Decrease
Account Number	INCREASE APPROPRIATIONS:		
		\$ 1,800.00	
51100.599	Other Charges	\$ 1,800.00	
	DECREASE APPROPRIATIONS:		
51100.334	Maintenance Agreements		\$ 1,800.00
		\$ 1,800.00	\$ 1,800.0
ncrease appropriatio	ue: ons to cover various expenses such as registration fees excess of budgeted amount.	s, publication costs, etc. for	XI
ncrease appropriatio	ons to cover various expenses such as registration fees	s, publication costs, etc. for	
ncrease appropriation to the commission in a c	ons to cover various expenses such as registration fees excess of budgeted amount.	s, publication costs, etc. for	S
ncrease appropriation in each of the commission in each of the commiss	ons to cover various expenses such as registration fees excess of budgeted amount.  ent  anda Hale		
questing Departme	ons to cover various expenses such as registration fees excess of budgeted amount.		
nucrease appropriation in equipment of the commission of the commis	ons to cover various expenses such as registration fees excess of budgeted amount.  ent  anda Hale		
ncrease appropriation in a control of the commission in a control of the control	ons to cover various expenses such as registration fees excess of budgeted amount.  ent  under Hale  nce Director	For Finance D	epartment O
ncrease appropriation in equesting Departmenature:	ons to cover various expenses such as registration fees excess of budgeted amount.  ent  under Hale  nce Director	For Finance D	epartment Or
questing Departmenature:  e:  Final  fie:  yard  foreval by County I	ons to cover various expenses such as registration fees excess of budgeted amount.  ent  under Hale  ace Director	For Finance D	epartment O



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

ınd	101 <u>DEPT:</u>	County Mayor	
Account Number	Description	n Increase	Decrease
	INCREASE APPROPRIATION	is:	
51300.351	Rentals	\$ 600.00	
-			
	DECREASE APPROPRIATION	NS:	
51300.307	Communication		\$ 600.00
		\$ 600.00	\$ 600.0
questing Departmen			
mature: Om au	da Hale a Director		
le: Finan	a Director		
te: <u>2/3/</u>	23		
proval by County M	ayor	For Finance I	Department Or
gnature: R	el Buttaen	Reviewed by:	-
tle: <u>Caur</u>	Ly Mayor	Budget Amen	2323
ate: Ź	-3-7023	Apu	1100



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
	I	\$ 1,500.00	\$ 1,500.0
	7000		-
questing Departmen	,		
nature:	t. Leves Laws		
e:	ail Admin		
te:	112/23		
	7 .		
proval by County Ma	7 .	For Finance De Reviewed by:	nartment On
proval by County Ma mature:	7 .	For Finance De Reviewed by: Budget Amends	

Date:



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

'und	101	DEPT: Property A	Assessor's Office		
Account Number	<b>———————</b>	Description		Increase	Decrease
14000	INCREASE	APPROPRIATIONS:			
		The included Waltington		\$ 250,00	
52300.338	Maintenan	ce and Repair Services - Vehicles		200,00	
	DECREASE	APPROPRIATIONS:			
52300.355	Travel				\$ 250.00
				\$ 250.00	\$ 250.0
equesting Departme	nt				
gnature: Lut	W Elas		_		
	sor of F	Roperty			
ate: <u>2-3</u> -					
pproval by County M	layor /	.1	1.	Pinange I	Department On
ignature: 35	ll Bu	Hain	Î	Reviewed by:	18par chiene S.
itle: <u>Guu</u>	nty N	layor		Budget Amen	2 3 23
			[-	171 J	21512



## Hamblen County Trustee

S T	AGRICULTURE IL			Hamblen County Irustee	ry irustee				
Vano			Printed 02	Printed 02/07/2023 01:50 PM By SCOTTY LONG	M By SCOTTY	LONG			
		Financial	Summary Report -	Financial Summary Report - January 01, 2023 to January 31, 2023	lanuary 31, 2023				And the second s
Fund	Name	Starting Balance	Receipts	Disbursements	Transfers In	Transfers Out	Comm. Adj.	Commission	Ending Balance
10	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	_	\$3,497,111.32	\$293,352.27	\$229,187.16	\$0.00	\$0.00	(\$2.82)	\$4,014.16	\$3,557,265.09
122		\$276,410.06	\$6,053.47	\$9,415.91	\$0.00	\$0.00	\$0.00	\$31,46	\$273,016.16
126		\$32,291.11	\$0.00	\$4,070.50	\$4,195.50	\$0.00	\$0.00	\$0.00	\$32,416.11
127		\$111.81	\$1,172,799.20	\$1,172,799.20	\$0.00	\$0.00	\$0.00	\$0.00	\$111.81
128		\$2,105,829.60	\$5,701.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,111,531.34
3 5		\$594,064.21	\$488,375.76	\$331,059.05	\$0.00	\$0.00	\$0.00	\$2,243.69	\$749,137.23
5 4	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
1 7		\$1,633,775,23	\$1,243,176.30	\$951,041.52	\$0.00	\$0.00	\$0,00	\$0.00	\$1,925,910.01
Feb		\$7,147,443.53	\$1,046,870.89	\$550,910.96	\$0.00	\$0.00	\$0.00	\$0.00	\$7,643,403.46
orns F		\$14,520,334.20	\$642,705.89	\$77,485.24	\$0.00	\$0.00	(\$16.31)	\$10,203.94	\$15,075,367.22
ary		\$49.826.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,826.45
23,		\$648,789.38	\$0.00	\$648,789.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.38
202		\$2,853,650.94	\$7,855.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,861,506.77
3		\$87,952,739.63	\$285,975.02	\$2,337,883.01	\$0.00	\$0.00	\$0.00	\$0.00	\$85,900,831.64
596		\$537,736,25	\$261,088.10	\$299,927.26	\$0.00	\$0.00	\$0.00	\$0.00	\$498,897.09
300		\$6,450,94	\$2,240.88	\$2,240.88	\$0.00	\$0.00	\$0.00	\$0.00	\$6,450.94
354		80.00	\$1,507,333.57	\$1,492,260.23	\$0.00	\$0.00	\$0.00	\$15,073.34	\$0.00
000	ľ	(\$10.834.793.33)	(\$95,254.13)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$10,930,047.46)
222	2	\$5.620.77	\$1,400.00	\$2,848.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,172.77
28340	40 INDISTRIBITED TAXES	\$175.00	\$0.00	\$0.00	(\$1,731.00)	(\$1,731.00)	\$0.00	\$0.00	\$175.00
202					0000	22 020	00 US	\$0.00	\$10.931,743.96



\$95,320.19 \$155,428,517.42

(\$69.56) \$0.00

\$69.56 (\$1,661.44)

\$0.00 \$2,464.50

\$0.00

\$154,297,691,43 \$17,630,763.85 \$16,408.813.17 \$95,320.19

\$10,836,493.33

29900 FEE/COMMISSION

\$10,931,743.96

\$0.00

## 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	Credits Summary of Assets Ending Balances
CURRENT YEAR	INVESTMENT ACCOUNTS	\$0.00	\$0.00(+)	\$0.00(-)	\$0.00
PRIOR YEAR	CASH	\$1,700.00	\$1,700.00 \$2,853,563.07(+) \$2,853,563.07(-)	\$2,853,563.07(-)	\$1,700.00
BANKRUPTCY	BANK ACCOUNTS	\$154,290,341,44	\$154,290,341,44 \$57,004,154.92(+) \$55,877,355.93(-)	\$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
F	TOTAL	154295695.44	\$59,882,574.99	\$58,751,749.00	\$155,426,521,43

The 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

February 07, 2023

Signature:

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

February 13, 2023

### **EDUCATION**

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

### LONGEVITY

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

### **APPROVAL OF REGULAR CALENDAR ITEMS**

Motion by Thomas Doty, seconded by Mike Richardson to approve the Regular Calendar Items.

4.b. Approval of Regular	Calendar It	ems :		
			Passed By	Majority Vote
Joe Huntsman		YES	Rodney Long	YES
Debbie A'Hearn		YES	Chris Cutshaw	YES
Thomas Doty	М	YES	Stan Harville	YES
Wayne NeSmith		ABSENT	Peggy Howell	YES
Mike Reed		YES	Bobby Haun	YES
Mike Richardson	S	YES	Tim Horner	YES
Kyle Walker		YES	Edna Greene	YES

Order#	Vote	item Christian C	
1		Recognition/Presentations/Proclamations (Commission Chairman Chris Cutshaw)	
		a. None	
2		Public Comment (Commission Chairman Chris Cutshaw)	
		a. Regarding General/Non-Agenda Items	
		b. Regarding Agenda Items	
3		Nominations/Appointments (Commission Chairman Chris Cutshaw)	
		a. EMS Regulatory Board (Off the Board)	
4		Calendar and Rules Committee Report (Chairman Thomas Doty)	
	Vote	a. Approval of Consent Calendar Items	
	Vote	b. Approval of Regular Calendar Items	
5		Items Removed from Consent Calendar	
		a. None	
6		Approval of Consent Calendar (Commission Chairman Chris Cutshaw)	
	Vote	a. Consent Calendar	
7		RECESS AS HAMBLEN COUNTY LEGISLATIVE BODY-OPEN PUBLIC HEARING (Commission Chairman Chris Cuts	shaw)
		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	
		c. 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	
		d. Resolution 23-08 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District US, Tax	Map 057
		Parcel 058.00, 4601 Sublett Road, Morristown, Tennessee 37813 from A-1 to I-2	
		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	
		f Resolution 23-10 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 03, Tax	( Map 018F
		Group B, Parcels 014.00 & 015.00, 1579 Greene Road, Morristown, Tennessee 37814 from R-1 to A-	1
		CLOSE PUBLIC HEARING, RECONVENE AS HAMBLEN COUNTY_LEGISLATIVE BODY (Commission Chairman Chi	ris Cutshav
8		REZONING 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 b. Resolution <u>23-06</u> to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 04, Tax	Map 059
	Vote	b. Resolution 23-06 to Amend Zoning Map of Hambien County, Territossee by Rezoning District 64, Tax	11.00
		Parcel 004.04, 2451 Grigsby Road, Morristown, Tennessee 37813 from C-1 to I-2	Man 059
	Vote	c. Resolution 23-07 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 04, Tax	map 000
		Parcel 004.04, 2581 Grigsby Road, Morristown, Tennessee 37813 from A-1 to I-2	Man 057
	Vote	d. Resolution 23-08 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax	itiup 007
		Parcel 058.00, 4601 Sublett Road, Morristown, Tennessee 37813 from A-1 to I-2	Man 057
	Vote	e. Resolution <u>23-09</u> to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 05, Tax	IVIOH UJ/
		Part of Parcel 001.01, Guy Collins Road, Morristown, Tennessee 37813 from A-1 to I-2	Man 0190
	Vote	f. Resolution 23-10 to Amend Zoning Map of Hamblen County, Tennessee by Rezoning District 03, Tax	ι Ινιαμ υτος
		Group B, Parcels 014.00 & 015.00, 1579 Greene Road, Morristown, Tennessee 37814 from R-1 to A-	<b>T</b>

9		Justice (	Center/Public Safety Committee (Chairman Tim Horner)
	Vote	The state of the s	Change Order #10
	Vote	b.	Adoption of Hamblen Emergency Operations Plan 5 Year Review and Update (BEOP)
	Vote	c.	Adoption of Hamblen Hazard Mitigation Plan 5 Year Review and Update
10		Budget	Committee (Chairman Bobby Haun)
	Vote	a.	Fiscal Year 2023/2024 Preliminary Budget Plan of Action
11		Finance	Committee (Chairman Bobby Haun)
	Vote		Monthly Checks January 2023
	Vote	b.	Grant Contract Between the State of Tennessee Department of Health and Hamblen County Government
	Vote	c.	Purchase Agreement for Oak Tree Plaza – Contract for Sale
	Vote	d.	Contract with Barber McMurry Architects, LLC for Health Department Project
	Vote	е.	Resolution 23-11 Resolution Authorizing the Termination of an Interest Rate Swap Agreement
	Vote	f.	Request for Funds Appropriated from the ENDO PHARMACUETICAL OPIOID SETTLEMENT from the 3 <sup>rd</sup> Judicial Recovery Support Services, Inc.
	Vote	_	Resolution 23-12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)
	Vote	g.	Resolution 23-12 Resolution Approving and Adopting a Court Cost to Defray Costs Incurred by the Public
	Vote	h.	Defender's Office
		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 #122 Drug Control Fund \$7,200
	Vote		vi. Fund #128 Drug Use Abatement Fund \$500,000
	Vote		vii. Fund #101 Public Health and Welfare Projects \$1,830,000
	Vote		viii. Fund #128 Drug Use Abatement Fund \$343,750
12		Public S	ervices Committee (Chairman Mike Richardson)
	Vote	a.	Surplus Item for Register of Deeds
	Vote	b.	Surplus Item for Sheriff's Department
	Vote	С.	Hamblen County Road Commission-Information for Applicants Requesting Public Road and Right-of-Way
			Abandonment Policy
13			eview Committee (Chairman Bobby Haun)
	Vote	а.	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 should
			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	е.	Commission Meetings-30 Minute Time Limits Each for Non-Agenda and Agenda Items
	Vote	f.	Monthly Checks Moved to Consent Calendar
	Vote	g.	Personnel Committee-Education, Longevity, Military Pay Items Moved to Consent Calendar
14		Announ	cements /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
15		Adjourn	ment (Commission Chairman Chris Cutshaw)

Thursday, February 23, 2023

### **CONSENT CALENDAR**

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

6.a. Approval of Consent Calendar		Pass .	ed By Majority Vote
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

### CONSENT CALENDAR February 23, 2023

### Hamblen County Legislative Body

rder#	Item	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 Amendments  i. Fund #101 Accounting and Budgeting \$400  ii. Fund #101 Chancery Court \$1,200  iii. Fund #101 Chancery Court \$100  iv. Fund #101 Courtroom Security \$2,000  v. Fund #101 Courtroom Security \$600  vi. Fund #101 County Commission \$1,800  vii. Fund #101 County Mayor \$600  viii. Fund #101 Jail \$1,500  ix. Fund #101 Property Assessor's Office \$250	Finance Committee
8	Trustee Report January 1, 2023-January 31, 2023	Finance Committee
9	Approval of Education Pay Submissions/Approval of Longevity Pay Submissions	Personnel Committee

Thursday, February 23, 2023

### **RESOLUTION 23-05**

Hamblen County Commission - February 23 2023 05:27:47 PM

February 23, 2023

Motion by Thomas Doty, seconded by Rodney Long to approve the 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 RESULTS		13 YES O NO O ABSTAIN 1	ABSEN"
8.a. REZONING RESOLUTION VOTE Resolution 23-05 to Amend Zoning Map of Hamblen County, Te Tennessee 37813 from A-1 to I-2	ennessee by Rez	oning District 04, Tax Map 059 Passed By Majority V	ote .
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

**OpenMeeting** 

### 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 1 Nome 3 losty	
Second by Rodney Long	definer and the second
Voting For: 13	Voting Against: Ø
ATTEST:	
Allesi.	
Reagy Henderson County Clerk	
AUTHENTICATED:	ä
Bell Buttan	N 2
County Mayor	
2-24-2023	<u></u>
Date:	

### The City of Morristown

### **Community Development & Planning**



TO:

Hamblen County Planning Commission

FROM:

Lori Matthews, Senior Planner

DATE:

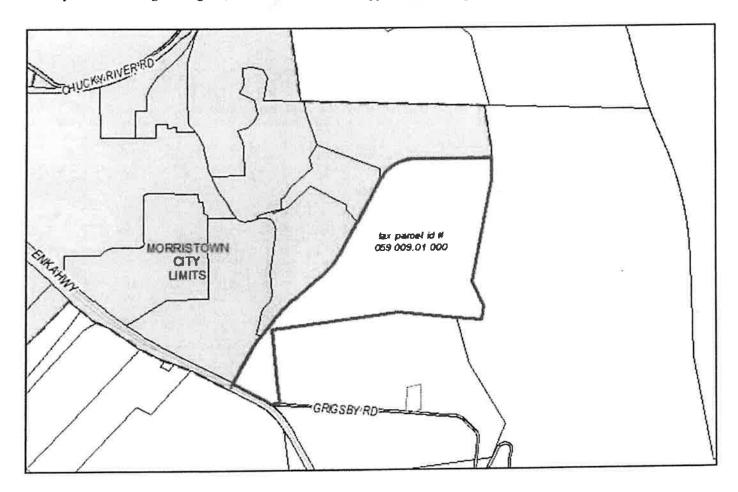
February 6, 2023

REQUEST:

Enka Highway Rezoning Request

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

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



### **RESOLUTION 23-06**

Hamblen County Commission - February 23 2023 05:28:30 PM

February 23, 2023

Motion by Tim Horner, seconded by Kyle Walker to approve the 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 RESULTS		13 YES O NO O ABSTAIN 1	ABSENT
8.b. Resolution 23-06 Amend Zoning of Hamblen County, Tennessee by Rezoning Disto 1-2	strict 04, Tax Map	059, Parcel 004.04, 2451 Grig: Passed 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	YES
Mike Richardson	YES	Tim Horner M	YES
Kyle Walker S	YES	Edna Greene	YES

**OpenMeeting** 

### 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 Tim Homes		
Second by Kyle Walker	· · · · · · · · · · · · · · · · · · ·	
Voting For: $13$	Voting Against:	Ø
ATTEST:		
Plagy Henderson	_	
AUTHENTICATED:		
Bell Buttain		
County Mayor		
2-24-2023		
Date:		

### The City of Morristown

### Community Development & Planning



TO:

Hamblen County Planning Commission

FROM:

Lori Matthews, Senior Planner

DATE:

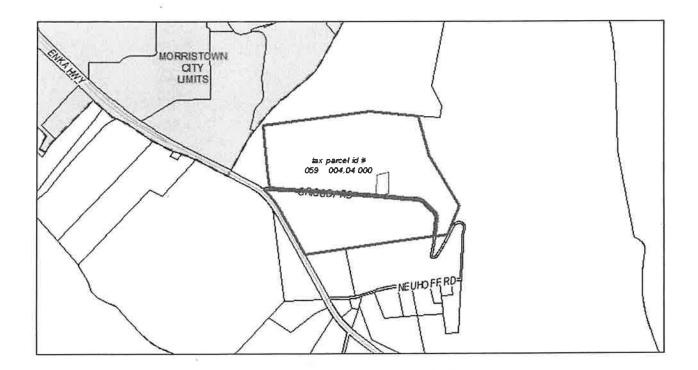
February 6, 2023

REQUEST:

Grigsby Road Rezoning Request

Property owner Lakeway Landco, LLC. is requesting that their property located along recently closed Grigsby Road 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**

Motion by Thomas Doty, seconded by Mike Richardson to approve the 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.

		13 YES 0 NO 0	ABSTAIN 1 ABSEN
y Rezonin	g District 04, Ta	k Map 059, Parcel 004.04, 2581 Passed	By Majority Vote
	YES	Rodney Long	YES
	YES	Chris Cutshaw	YES
M	YES	Stan Harville	YES
	ABSENT	Peggy Howell	YES
	YES	Bobby Haun	YES
S	YES	Tim Horner	YES
ar a safe factories in the factories	YES	Edna Greene	YES
	M	YES YES YES M YES ABSENT YES S YES	YES Rodney Long YES Chris Cutshaw  YES Stan Harville ABSENT Peggy Howell YES Bobby Haun  Tim Horner

### 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 r	nade by	Thomas	Doty		
	Second by	M.ke	R:Words	λοΛ		
	Voting For:	(3			Voting Against: (	<b>D</b>
	ATTEST:					
_	County Clerk	sy k	Land	0100	s 2	
	AUTHENTIC	CATED:				
	But	U Bi	Man		_	
	County Mayo	r				
	Date:	24-00	23		-	

### The City of Morristown

### **Community Development & Planning**



TO:

Hamblen County Planning Commission

FROM:

Lori Matthews, Senior Planner

DATE:

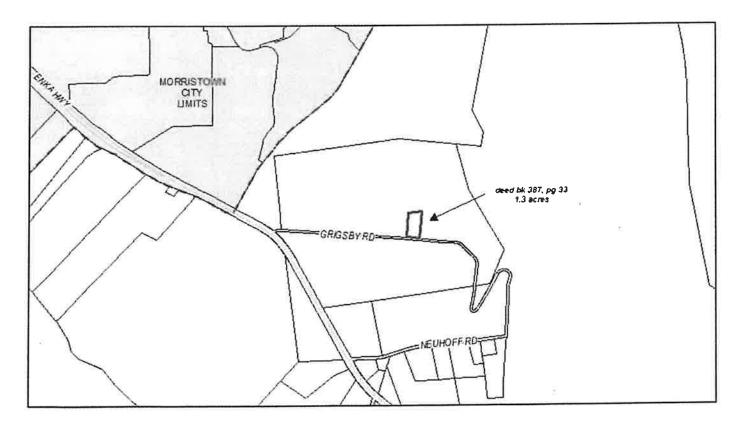
February 6, 2023

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**

Hamblen County Commission - February 23 2023 05:30:02 PM

February 23, 2023

Motion by Thomas Doty, seconded by Stan Harville to approve the 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 RESULTS		13 YES 0 NO 0 ABSTAIN 1	ABSENT
8.d. RESOLUTION 23-08  Amend Zoning Map of Hamblen County, Tennessee by Rezoning A-1 to I-2	g District 05, Tax	Map 057,Parcel 058.00, 4601 Passed By Majority Vo	ote
Joe Huntsman	YES	Rodney Long	YES
Debbie A'Hearn	YES	Chris Cutshaw	YES
Thomas Doty M	YES	Stan Harville S	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

**OpenMeeting** 

### 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 Thomas Doly	
Second by Ston Harville	
Voting For: 13	Voting Against:
ATTEST:	
Reagy Henderson County Clerk	_
AUTHENTICATED:	
Bell Buttain	
2-24-2023 Date:	_

### The City of Morristown

### **Community Development & Planning**



TO:

Hamblen County Planning Commission

FROM:

Lori Matthews, Senior Planner

DATE:

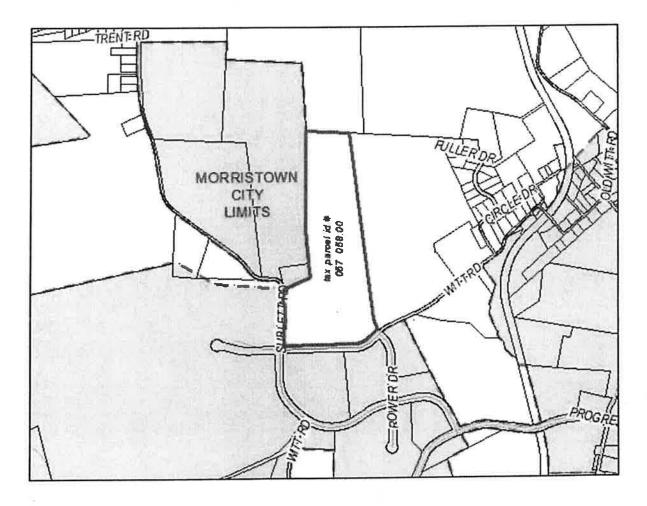
February 6, 2023

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**

Motion by Tim Horner, seconded by Thomas Doty to approve the 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 RESULTS		12 YES 1 NO 0 ABSTAIN 1	ABSENT
8.e. RESOLUTION 23-09 Amend Zoning Map of Hamblen County, Tennessee by Rezoning from A-1 to I-2	g District 05, Tax	Map 057, Part of Parcel 001.0 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	NO
Mike Reed	YES	Bobby Haun	YES
Mike Richardson	YES	Tim Horner M	YES
Kyle Walker	YES	Edna Greene	YES

Hamblen County Commission - February 23 2023 05:30:48 PM

February 23, 2023



### 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 Tim Horner	
Second by Thomas Duty	
Voting For: (2	Voting Against:
8	
ATTEST:	
County Clerk Hondorson	
AUTHENTICATED:	
Fell Buttain	
County Mayor	
2-24-7023 Date:	

### The City of Morristown

### Community Development & Planning



TO:

Hamblen County Planning Commission

FROM:

Lori Matthews, Senior Planner

DATE:

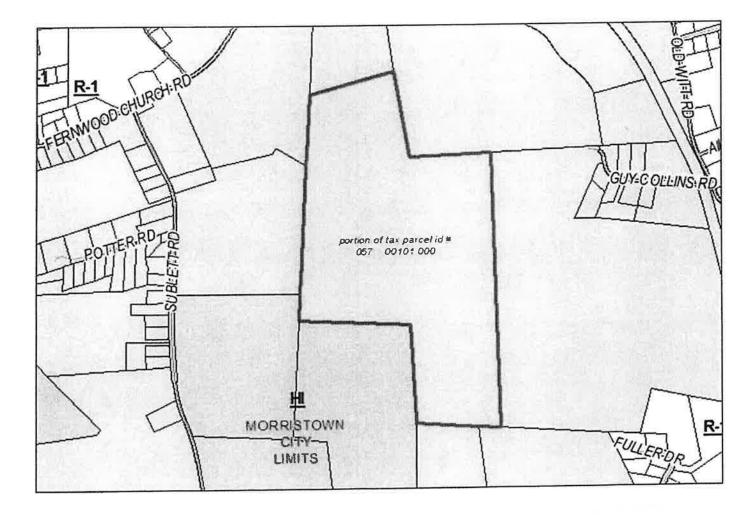
February 6, 2023

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**

Hamblen County Commission - February 23 2023 05:31:30 PM

February 23, 2023

Motion by Kyle Walker, seconded by Bobby Haun to approve the Resolution 23-10 to amend Zoning Map of Hamblen County, Tennessee by Rezoning District 03, Tax Map 018p, Group B, Parcel 014.00 and 015.00, 1579 Greene Road, Morristown, Tennessee 37813 from R-1 to A-1.

VOTE RESULTS		13 YES 0 NO 0 ABSTAIN 1	ABSENT
8.f. RESOLUTION 23-10 Amend Zoning Map of Hamblen County, Tennessee by Rezoning Tennessee 37814 from R-1 to A-1	g District 03, Tax	Map 018p, Group B, Parcel 01 Passed 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 Howeli	YES
Mike Reed	YES	Bobby Haun S	YES
Mike Richardson	YES	Tim Horner	YES
Kyle Walker M	YES	Edna Greene	YES

**OpenMeeting** 

### 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.

K 1- 1 mllion

MOTION MADE BY: Tyle water	
SECOND BY: Bobbay Haus	
VOTING FOR: 13	VOTING AGAINST: Ø
ATTEST:	AUTHENTICATED:
Pagy Hendewon County Clerk	Bell Buttan County Mayor
AUTHENTICATED:  2-24-23  Date	

### The City of Morristown

### Community Development & Planning



TO:

Hamblen County Commission

FROM:

Lori Matthews January 10<sup>th</sup>, 2023

DATE: REQUEST:

Rezoning Request

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

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

### **RECOMMENDATION:**

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

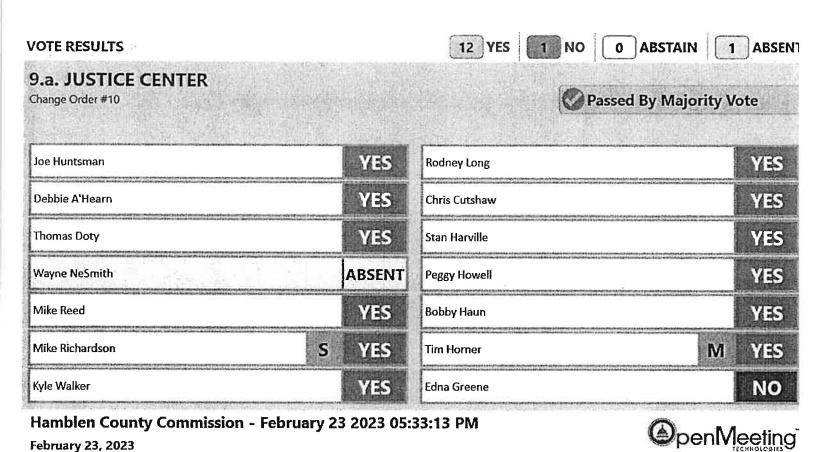


Regarding Lakeway Landco, LLC's request to rezone Map 059, Parcel 004.04 (2451 Grigsby Rd and 2581 Grigsby Rd, both properties comprising the property upon which Lakeway Landco, LLC proposes to expand its existing landfill) to the I-2 zoning classification, upon consideration of Lakeway Landco, LLC Application for rezoning and their Information Statement addressing eight items concerning the proposed expansion, the recommendation of staff, and the approval of the request by both the Hamblen County Planning Commission and this body's Public Service Committee, both approvals having afforded the opportunity for public comment, I move approval of said rezoning request.

### **JUSTICE CENTER**

February 23, 2023

Motion by Tim Horner, seconded by Mike Richardson to approve the Change Order #10 as requested from Moseley Architects for \$130,447.



February 23, 2023

**Hamblen County Justice Center** 

# MOSELEYARCHITECTS

### **Change Order**

Change Order Number: 10

		Project# 550410	
To Contracto	or:	Change Order Date:	01/31/2023
Blaine Construe	ction Corporation	Contract Date:	10/18/2021
6510 Deane Hil Knoxville, TN	II Drive		
The Contract	is hereby revised by the following items:		
PCO	Description	<u>Days</u>	<u>Amoun</u>
026	RFI-127 Reinforcement Detail	0	\$4,799.00
031	Delete Micro-Pile MP-400 and MP-401 and Thickened Matt Slab	0	\$30,723.00
040	Rated Gap UL Assembly Pre-Cast to slab	0	\$94,925.00
	Total for this Change Order:	0 Days	\$130,447.00
The existed (	Contract Sum was		92,208,500.48
	ges by prior Change Orders		\$686,688.68
The Contract	Sum prior to this Change Order was	. \$	2,895,189.16
The Contract	Sum will be changed by this Change Order in the amount of		\$130,447.00
THE CONTRACT			

OWNER CONTRACTOR **ARCHITECT Hamblen County** Blaine Construction Corporation Moseley Architects 511 W. 2nd North St. 6510 Deane Hill Drive 6210 Ardrey Kell Rd, Suite 425 Morristown, TN 37814 Knoxville, TN 37919 Charlotte, NC 28277 SIGNATURE DocuSigned by: SIGNATURE **SIGNATURE** linda Briggs -ECDD IDD89EC04AC 1/31/2023 DATE

The new Contract Sum including this Change Order will be.....

The Contract duration will be changed by.....

The revised Substantial Completion date as of this Change Order is.....

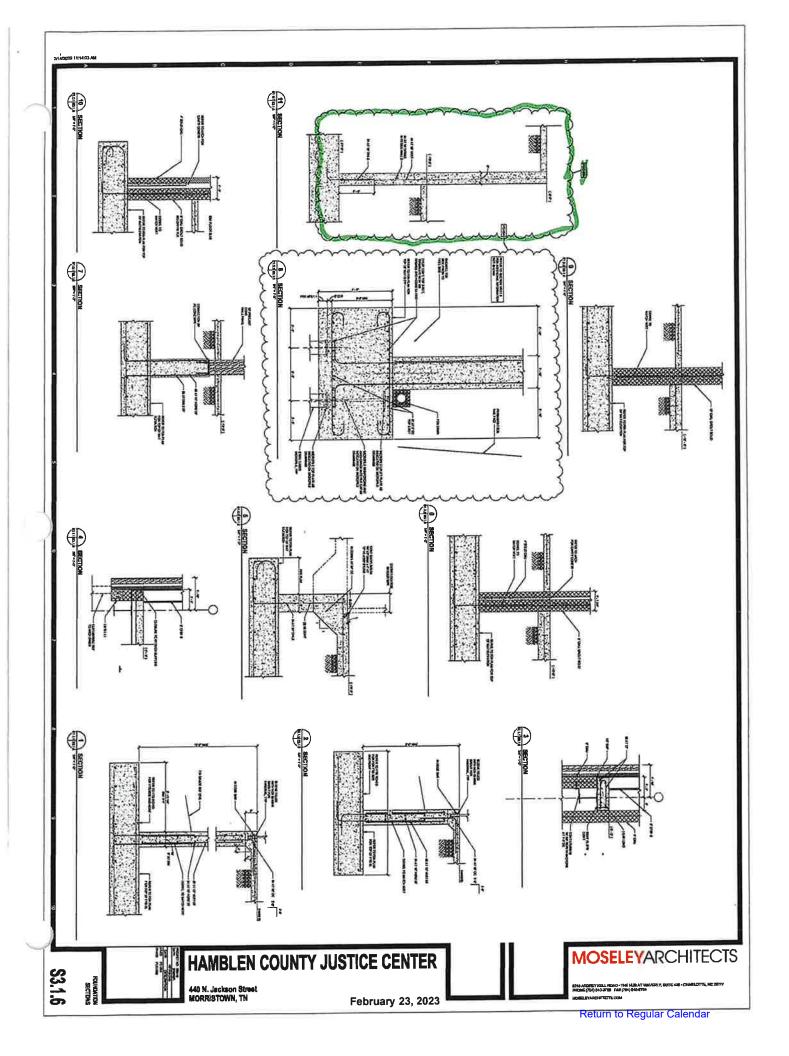
DATE

\$93,025,636.16

0 Days

2/7/2024

Printed on: 1/31/2023



BLAINE	BLAINE CONSTRUCTION CORPORATION							] ]	
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	PER MOSELEY PCO-026 - ADD 10' TALL CLOSET WALL ON LEVEL 0 OF PART A.								
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	Payment & Performance Bonds @ 0.85%		S to	STATE OF THE PARTY	The state of the s	THE PERSON NAMED IN	CANAL COURSE		4
							TOTAL COST		4.799
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3 BLAINE A	BLAINE ASST. SUPERINTENDENT TIME ASSOCIATED WITH SUBCONTRACTOR SUPPORT IN IMPLEMENTATION OF PCO-031. 30JAN23 - COSTS REMOVED AFTER CM REVIEW.	16.0	MNHR	Œ.		*	ŭ.		•
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							TOTAL COST		\$ 30,723



November 8, 2022

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

Attn: Ms. Linda Briggs, Moseley Architects

Re: Hamblen County Justice Center

PCO-031 - Explanation and Documentation

Dear Linda,

The purpose of this letter is to provide all parties with explanation and documentation associated with PCO-031, which is a change order request in the amount of <a href="mailto:thirty-four thousand">thirty-four thousand</a>, eight 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.

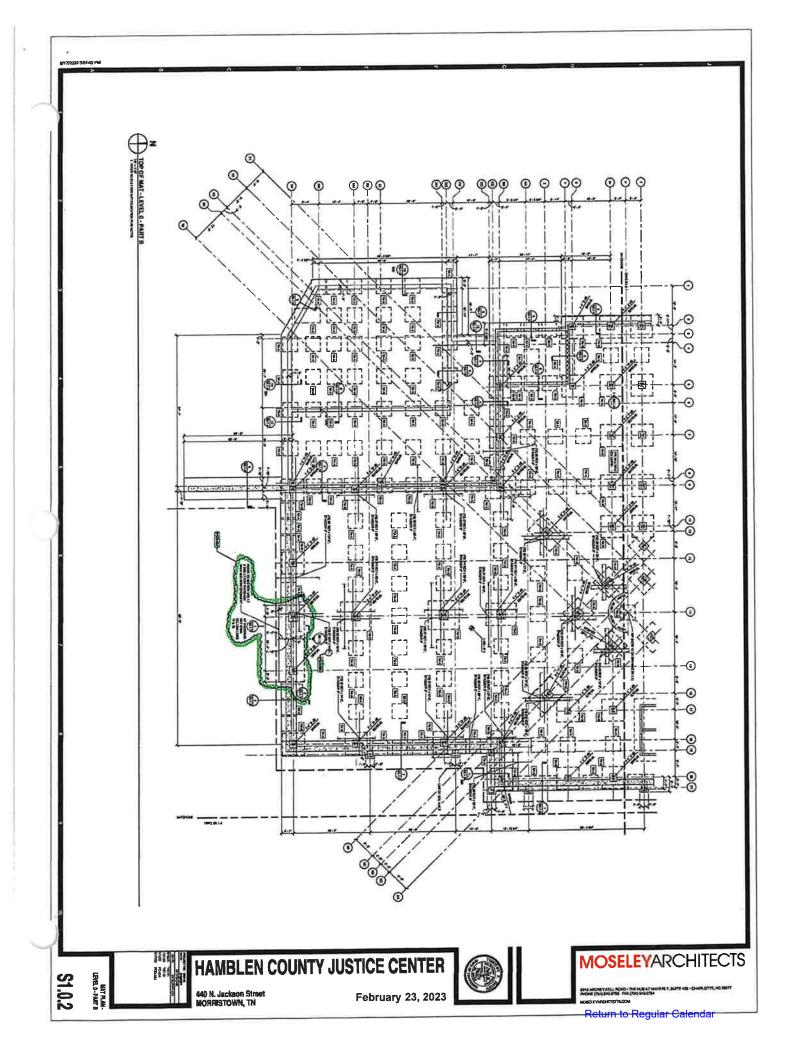
•August 18, 2022 – Blaine receives the grade beam design and immediately directs the concrete subcontractor to procure all additional rebar in an expedited manner.

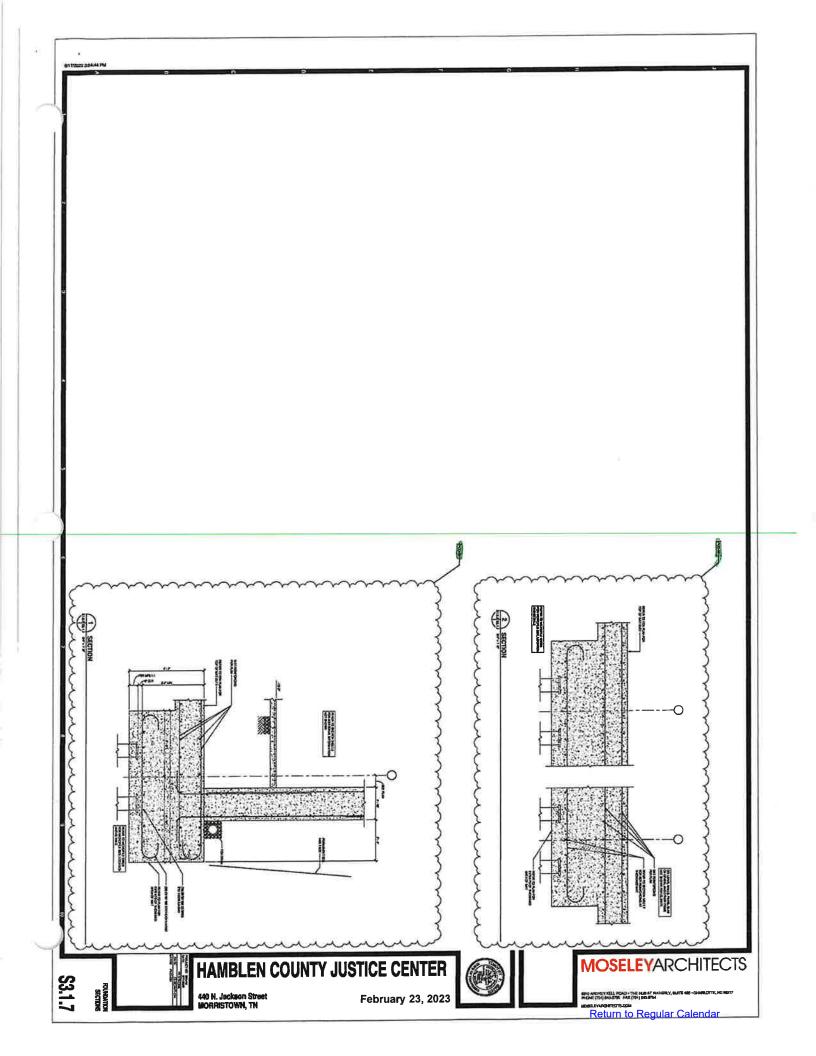
 August 22, 2022 – Blaine receives the additional rebar to implement the grade beam designed in PCO-031, but the site also receives approximately 1.5-inches of rain the previous night, resulting in (additional) dewatering, re-excavation and mud cleanout of several areas within mat foundation placement #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.

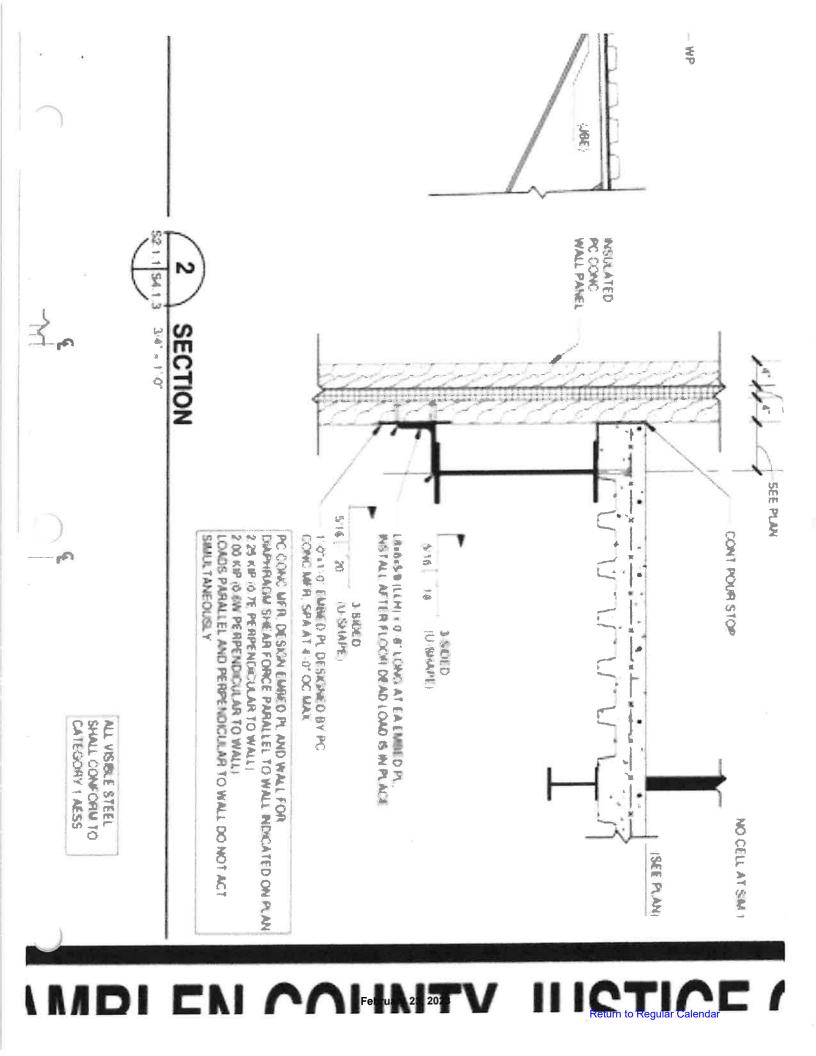
August 31, 2022 – Mat foundation placement #4 is placed and this issue was resolved.

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





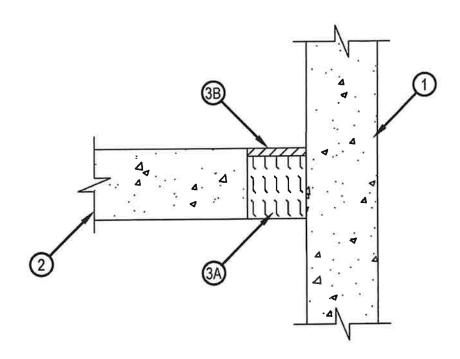
BLAIN Pendir	BLAINE CONSTRUCTION CORPORATION Pending Change Order (PCO) Breakdown Form						льр сна	ADD CHANGE REQUEST	EST
HAMBL MORRI	HAMBLEN COUNTY JUSTICE CENTER MORRISTOWN, TN						m s o	BCC Job No. Mossley Job No. DATE:	85164 590418 11/2/2022
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hruani 23	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	20	•	Œ.	:	15,000.00	15,000.00
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1. N/A									
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	Payment & Performance Bonds @ 0.85%								800
							TOTAL COST		\$ 94,925





### System No. FW-D-1012

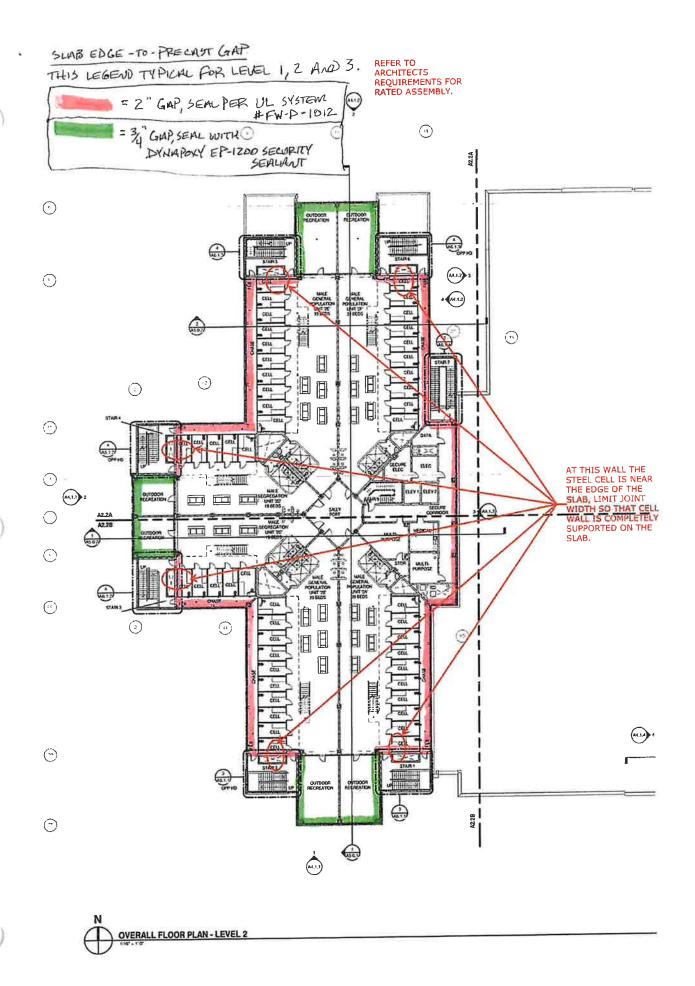
Assembly Rating — 2 Hr
Nominal Joint Width — 3-3/4"
Class II Movement Capabilities — 7% Compression Or Extension



- 1. Wall Assembly Min 4-1/2 in, thick reinforced lightweight or normal weight (100-150 pcf) structural concrete. Wall may also be constructed of any UL Classified Concrete Blocks\*.
  - See Concrete Blocks (CAZT) category in the Fire Resistance Directory for names of manufacturers.
- 2. Floor Assembly Min 4-1/2 in. thick reinforced lightweight or normal weight (100-150 pcf) structural concrete.
- 3. Joint System Max separation between edge of floor and face of wall (at time of installation of joint system) is 3-3/4 in. The joint system is designed to accommodate a max 7 percent in compression or extension from its installed width. The joint system shall consist of the following:
  - A. Forming Material Min 4 pcf mineral wool batt insulation installed in joint opening as a permanent form. Pieces of batt cut to min width of 4 in. and installed edge-first into joint opening, parallel with joint direction, such that batt sections are compressed min 42 percent in thickness and that the compressed batt sections are recessed from top surface of the floor as required to accommodate the required thickness of fill material. Adjoining lengths of batt to be tightly-butted with butted seams spaced min 24 in. apart along the length of the joint. FIBREX INSULATIONS INC FBX Safing Insulation
  - B. Fill, Void or Cavity Material\* Sealant Min 1/2 in. thickness of fill material applied within the joint, flush with top surface of floor. HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC CP606 Flexible Firestop Sealant
- \*Bearing the UL Classification Mark



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



### **ADOPTION OF HAMBLEN EMERGENCY OPERATIONS 5 YEAR PLAN**

Motion by Tim Horner, seconded Thomas Doty to adopt the Hamblen Emergency Operations Plan 5 year Review and Update as Presented by EMA Director Chris Bell.

VOTE RESULTS		13 YES O NO O AE	STAIN 1 ABSENT
9.b. ADOPTION OF HAMBLEN EMER Review & Update (BEOP)	RGENCY		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	YES
Mike Richardson	YES	Tim Homer	M YES
Kyle Walker	YES	Edna Greene	YES
Hamblen County Commission - February 2 February 23, 2023	3 2023 05:	33:40 PM 、	penMeeting



### Morristown-Hamblen Emergency Management Agency

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

## **MEMORANDUM**

TO:

Bill Brittain, Hamblen County Mayor

FROM:

Chris Bell, EMA Director

DATE:

17 January 2023

RE:

Hamblen Emergency Operations Plan 5 Year Review and Update

CC:

**County Commissioners** 

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

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



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

November 14, 2022

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

Dear Mr. Bell,

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

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

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

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

Sincerely,

Kimberly Kassander

Regional Planning Manager

### **MORRISTOWN-HAMBLEN**



# EMERGENCY MANAGEMENT PLAN

HAMBLEN COUNTY GOVERNMENT

**Bill Brittan** 

County Mayor



"The People's House"

### **ADOPTION OF HAMBLEN HAZARD MITIGATION PLAN 5 YEAR**

Motion by Tim Horner, seconded by Debbie A'Hearn to adopt the Hamblen County Multi-Jurisdiction Hazard Mitigation Plan as presented by EMA Director Chris Bell.

OTE RESULTS  O.C. ADOPTION OF HAMBLEN HA	ZARD MITI	13 YES 0 NO 0	
eview & Update		Passe	d 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	YES
Mike Richardson	YES	Tim Horner	M YES
Kyle Walker	YES	Edna Greene	YES

February 23, 2023



### Morristown-Hamblen Emergency Management Agency

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

## **MEMORANDUM**

TO:

Bill Brittain, Hamblen County Mayor

FROM:

Chris Bell, EMA Director

DATE:

30 January 2023

RE:

Hamblen Hazard Mitigation Plan 5 Year Review and Update

CC:

County Commissioners & Trish Bowman, Administrative Assistant

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

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

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

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



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

January 31, 2023

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

Attention: Mr. Carl Mickalonis, Planning Lead

Reference: Hamblen County Multi-Jurisdictional Hazard Mitigation Plan

Dear Ms. Martinenza:

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

Thank you,

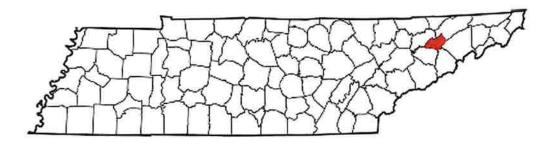
Michelle Klein

Michele Klein

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

Preparedness Division • 3041 Sidco Drive • Nashville, TN 37204-1502 Tel: 615-741-0001 • Fax: 615-532-9222 • tn.gov/tema

# 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

### FISCAL YEAR 2023/2024 PRELIMINARY BUDGET PLAN OF ACTION

Motion by Bobby Haun, seconded by Thomas Doty to approve the Fiscal Year 2023/2024 Preliminary Budget Plan of Action.

OTE RESULTS		13 YES 0 NO 0 ABSTAIN 1	ABSEN
10.a FISCAL YEAR 2023/2024 PRELI	MINARY	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	YES

February 23, 2023

**OpenMeeting** 



TO:

Bobby Haun

DATE: February 1, 2023

Budget Committee Chairman

FROM:

Bill Brittain, County Mayor 55

Amanda Hale, Finance Director 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 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 • Letters to Department Heads and Elected Officials

· Letters to Charitable and Civic Organizations

**MARCH 2023** 

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

from Charitable and Civic Organizations

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

**Elected Officials** 

**APRIL 2023** 

Monday, April 10 • Annual Debt Report presented to Commissioners

MAY 2023

Monday, May 8 • Regularly Scheduled Hamblen County Committee Meeting

Friday, May 12 • Budget notebooks ready for Commissioners

Tuesday, May 16 • Budget Committee

Budget Overview Presentation

Proposed Budget posted to Internet

Thursday, May 18 • Regularly Scheduled Hamblen County Commission Meeting

Tuesday, May 23

• Budget Committee

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

Highway/Public Works Fund, Fund #131
Highway Capital Projects Fund, Fund #176

General Debt Service Fund, Fund #151

Thursday, May 25 • Budget Committee •

General Fund Summary and Department Presentations

Drug Control Fund, Fund #122

General Fund, Fund #101 - Special Requests

Tuesday, May 30 • Budget Committee

General Fund Department Presentations and Discussions Continue

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

**JUNE 2023** 

Thursday, June 1

• Budget Committee

School Department Presentation

Tuesday, June 6

• Budget Committee

School Department Deliberations Open Items and Budget Updates

Thursday, June 8

• Budget Committee - Recommends A Proposed Budget

Sat / Sun, June11

• Publish Proposed Budget in Local Papers

Publish Required Notices in Local Papers

Monday, June 12

Regularly Scheduled Hamblen County Committee Meeting

Thursday, June 22

• Commission Meeting - Adopt Budget

1. Appropriations Resolution

2. Tax Levy Resolution

3. Resolution Making Appropriations to Nonprofits and Charitable Organization

### JULY 2023

Friday, July 7

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

Friday, July 28

 Approved Budget posted to Internet (pending approval by the Comptroller of the Treasury)

• Letters of Agreement Finalized

· Certification of Road Revenues

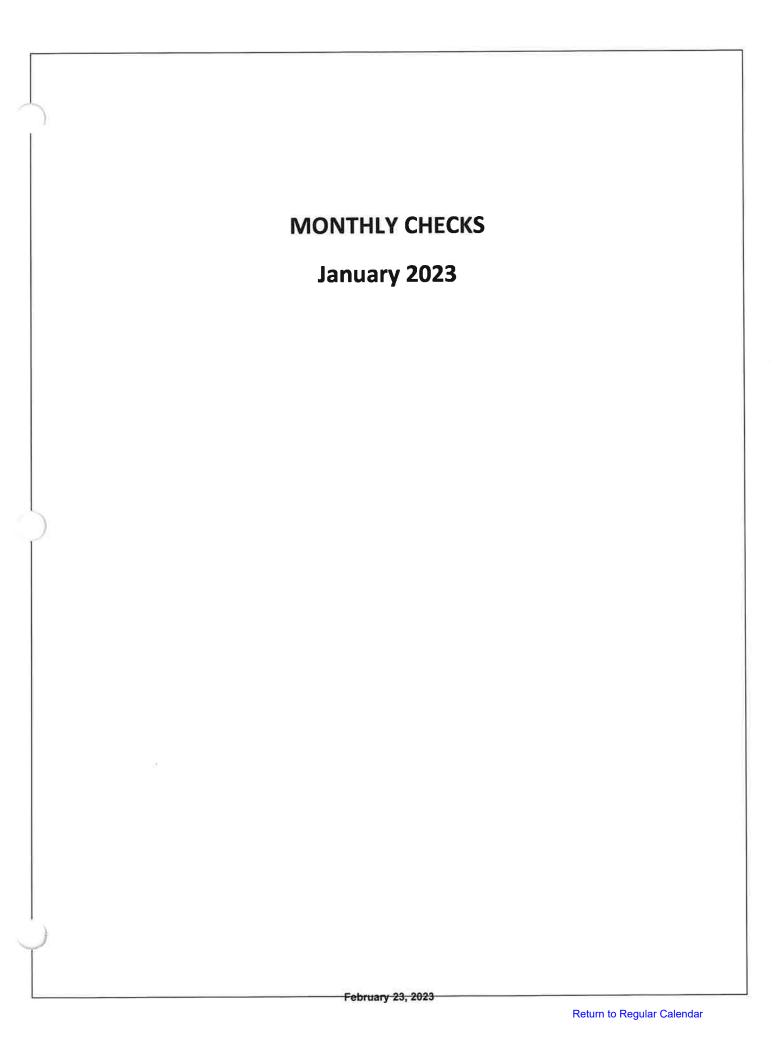
• Printed budget document available for distribution

### **MONTHLY CHECKS**

February 23, 2023

Motion by Bobby Haun, seconded by Rodney Long to approve the January 2023 Monthly Checks submitted by the County Mayor's Office.

11.a. MONTHLY CHECKS	5 JANUARY 2023	Passe	d By Majority Vote
Joe Huntsman	YES	Rodney Long	SYE
Debbie A'Hearn	YES	Chris Cutshaw	YE
Thomas Doty	YES	Stan Harville	YE
Wayne NeSmith	ABSENT	Peggy Howell	YE
Mike Reed	YES	Bobby Haun	M YE
Mike Richardson	YES	Tim Horner	YE
Kyle Walker	YES	Edna Greene	YE



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			COMMISSION	COMMISSION APPROVAL LISTING	Date/Time:	2/1/2023	Page: 1 2/1/2023 1:04:44 PM
ACCT	OB Name		Date	Check Nbr Description		A	Amount Paid
Fund: 0	General Fund #(101)	H(101)					
	169 Part-Time	Part-Time Personnel	01/12/2023	1010275606 Steven Landon Holt			495.00
		urials	01/19/2023	1010275672 Westside Chapel Funeral Home			1,000.00
		arges	01/05/2023	1010275579 TN County Services Association			200.00
		arges	01/12/2023	1010275593 Citizen Tribune			252.54
51100	County C	County Commission		Check Count: 4	Total:	#	1,947.54
51300	307 Communication	cation	01/12/2023	1010275640 Verizon Wireless			35.50
		cation	01/19/2023	1010275642 AT&T			90.00
	307 Communication	cation	01/19/2023	1010275647 Century Link/Business Services			16.03
	355 Travel		01/05/2023	1010275561 Fuelman			97.86
	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	pplies	01/12/2023	1010275598 Evans Office Supply Co			1,099.00
	599 Other Charges	arges	01/12/2023	1010275593 Citizen Tribune			55.76
		arges	01/12/2023	1010275625 South Marketing Group			650.00
		arges	01/19/2023	1010275652 English Mountain Spring Water			14.00
	599 Other Charges	arges	01/19/2023	1010275657 HomeTrust Bank			112.34
51300	County N	County Mayor/Executive		Check Count: 11	Total:	:le	2,379.24
51400	331 Legal Services	vices	01/26/2023	1010275738 Capps & Byrd LLP			632.75
	331 Legal Services	vices	01/26/2023	1010275741 Citizen Tribune			1,446.48
51400	County Attorney	Attorney		Check Count: 2	Total:	al:	2,079.23
51500	307 Communication	ication	01/19/2023	1010275642 AT&T			21.79
		ication	01/19/2023	1010275647 Century Link/Business Services			3.81
		Legal Notices, Recording And Court Costs	01/12/2023	1010275593 Citizen Tribune			360.72
			01/19/2023	1010275657 HomeTrust Bank			347.46

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ACCT	8	Name	Date	Check Nbr	Description		Amount Paid
900	ene	Eind: General Find #(101)					
51500	3	Election Commission			Check Count: 4	Total:	733.78
							0.57
51600	307	Communication	01/19/2023	1010275647	Century Link/Business Services		ò
51600	435	Office Supplies	01/05/2023	1010275549	Acme Printing Company, Inc		116.74
51600	709	Data Processing Equipment	01/19/2023	1010275645	Business Information Systems		3.00
51600		Register Of Deeds			Check Count: 3	Total:	120.31
51720	307	Communication	01/12/2023	1010275640	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	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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			ACISSIMMOO	SNITSI I TAXOODD A NOISSIMMOO		Page: 3
				ALL PIONE	Date/Time:	2/1/2023 1:04:44 PM
ACCT	8	Name	Date	Check Nbr Description		Amount Paid
Fund:	Gene	General Fund #(101)				
51810	410	Custodial Supplies	01/05/2023	1010275565 Kelsan Inc		3,858.58
51810	410		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:	11: 41,634.94
52400	320	Dues And Membershins	01/26/2023	1010275756 Lakeway HR Mgmt Assn		175.00
22.00			01/05/2023	1010275549 Acme Printing Company, Inc.	ū	297.57
32100	1 t		01/12/2023			476.42
00176	5		04/40/2023			56.95
52100	435	Office Supplies	01/19/2023			614 00
52100	435	Office Supplies	01/26/2023	1010275762 NELCO		0.4.0
52100		Accounting And Budgeting		Check Count:	5 Total:	al: 1,519.94
52300	307	Communication	01/19/2023	1010275647 Century Link/Business Services	vices	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		01/19/2023	1010275652 English Mountain Spring Water	/ater	22.00
52300		Property Assessor's Office		Check Count:	4 Total:	al: 157.40
52400	307	Communication	01/19/2023	1010275647 Century Link/Business Services	vices	0.05
52400			01/19/2023	1010275669 TN County Trustees' Association	ciation	150.00
52400	435		01/19/2023	1010275652 English Mountain Spring Water	/ater	15.00
25	}					

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Fund:         General Fund #(101)           52400         County Trustee           52500         307         Communication           52500         307         Communication           52500         307         Communication           52500         349         Printing, Stations           52500         349         Printing, Stations           52500         355         Travel	Fund #(101)					40 40
307 307 307 349 349 349						10 101
307 307 349 349 349	County Trustee's Office			Check Count: 3	Total:	20.00
307 307 349 349 355	Communication	01/12/2023	1010275640	1010275640 Verizon Wireless	12	50.20
307 349 349 355	Communication	01/19/2023	1010275642	AT&T		-21.06
349 349	Communication	01/19/2023	1010275647	Century Link/Business Services		8.75
349	Printing, Stationery And Forms	01/05/2023	1010275549	Acme Printing Company, Inc		117.00
355	Printing, Stationery And Forms	01/12/2023	1010275598	Evans Office Supply Co		23.95
	Travel	01/12/2023	1010275634	TN State Association of County Clerks		200.00
355	Travel	01/26/2023	1010275770	TN State Association of County Clerks		200.00
435	Office Supplies	01/12/2023	1010275598	Evans Office Supply Co		129.95
435	Office Supplies	01/19/2023	1010275652	English Mountain Spring Water		36.00
709	Data Processing Equipment	01/12/2023	1010275591	Business Information Systems		1,350.00
709	Data Processing Equipment	01/26/2023	1010275737	Business Information Systems		800.00
52500 Co	County Clerk's Office			Check Count: 10	Total:	2,894.79
52600 307 Co	Communication	01/12/2023	1010275640	1010275640 Verizon Wireless		25.70
312	Contracts With Private Agencies	01/12/2023	1010275614	MUS Fibernet		358.98
317	Data Processing Services	01/05/2023	1010275582	Robert Tucker	æ	89.99
317	Data Processing Services	01/12/2023	1010275614	MUS Fibernet		683.20
317	Data Processing Services	01/26/2023	1010275750	GovConnection, Inc.		1,815.79
709	Data Processing Equipment	01/19/2023	1010275657	HomeTrust Bank		64.00
709	Data Processing Equipment	01/26/2023	1010275739	CDW Government, Inc		20.82
52600 Da	Data Processing			Check Count: 6	Total:	3,058.48
52900 307 Co	Communication	01/19/2023	1010275642 AT&T	АТ&Т		81.99
307	Communication	01/19/2023	1010275647	Century Link/Business Services		2.37
317	Data Processing Services	01/12/2023	1010275614	1010275614 MUS Fibernet		115.26
	Overation   eace Daymonte	01/12/2023	1010275623	Mark Sawyer		2,100.00

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				DISTRICT AND STREET STREET STREET	The Part of the Control of the Contr
-und: G	Sene	Fund: General Fund #(101)			
52900 3	335	Maintenance And Repair Service - Buildings	01/19/2023	1010275655 Fish Window Cleaning	27.00
52900 3	351	Rentals	01/12/2023	1010275622 Quality Waste	27.50
	415	Electricity	01/19/2023	1010275659 Morristown Utilities	1,007.00
	435	Office Supplies	01/12/2023	1010275598 Evans Office Supply Co	116.97
	435	Office Supplies	01/19/2023	1010275652 English Mountain Spring Water	8.00
	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
	194	Jury And Witness Expense	01/19/2023	1010275674 Lisa Archer	20.00
	194	Jury And Witness Expense	01/19/2023	1010275675 Ashiey Ball	20.00
-	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
	194	Jury And Witness Expense	01/19/2023	1010275678 Jonathan Blair	20.00
	194	Jury And Witness Expense	01/19/2023	1010275679 Barbara Buckles	40.00
	194	Juny And Witness Expense	01/19/2023	1010275680 Allison Carpenter	20.00
	194	Juny And Witness Expense	01/19/2023	1010275681 Rickie Cline	00.09
	194	Juny And Witness Expense	01/19/2023	1010275682 Perry Cook	20.00
	194	Juny And Witness Expense	01/19/2023	1010275683 David Covington	20.00
	194	Jury And Witness Expense	01/19/2023	1010275684 Tammy Marie Dalton	20.00
	194	Jury And Witness Expense	01/19/2023	1010275685 Daniel Greene	00.00
	194	Jury And Witness Expense	01/19/2023	1010275686 Debbie Gregg	20.00
-	194	Jury And Witness Expense	01/19/2023	1010275687 Kimberly Harris	20.00
	194	Jury And Witness Expense	01/19/2023	1010275688 Shelby Jean Haycraft	20.00
	194	Jury And Witness Expense	01/19/2023	1010275689 Susie Hayes	20.00
	194	Jury And Witness Expense	01/19/2023	1010275690 Sierra Haywood	20.00
	5	Link And Without Expanse	04/19/2023	1010275691 Caroline Helton	20.00

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Fund: General Fund #(101)  53100 194 Jury And Witness Expense			
Agt 194 194 194 194 194 194 194 194 194 194			
461 461 461 461 461 461 461 461 461 461			
461 461 461 461 461 461 461 461 461 461	01/19/2023	1010275692 Derek Hicks	20.00
461 461 461 461 461 461 461 461 461 461	01/19/2023	1010275693 Elijah Hodge	00.09
461 461 461 461 461 461 461 461 461 461	01/19/2023	1010275694 Jeffrey Isom	20.00
461 461 461 461 461 461 461 461 461 461	01/19/2023	1010275695 Traci Viola Jefferson	20.00
461 461 461 461 461 461 461 461 461 461	01/19/2023	1010275696 Edward Jones	20.00
461 461 461 461 461 461 461 461 461 461	01/19/2023	1010275697 Stacey Marie Jones	20.00
461 461 461 461 461 461 461 461 461 461	01/19/2023	1010275698 Abdul Kahn	20.00
461 461 461 461 461 461 461 461 461 461	01/19/2023	1010275699 Jason Lemka	20.00
461 461 461 461 461 461 461 461 461 461	01/19/2023	1010275700 Kenneth Lemka	20.00
461 461 461 461 461 461 461 461 461 461	01/19/2023	1010275701 Charles Lindsey	20.00
461 461 461 461 461 461 461 461 461 461	01/19/2023	1010275702 Whitney Luttrell	20.00
401 401 401 401 401 401 401 401 401 401	01/19/2023	1010275703 Tammy McBride	00.09
4 6 1 6 4 6 6 1 6 4 6 6 1 6 4 6 6 1 6 4 6 6 1 6 6 6 6	01/19/2023	1010275704 Sharon McDavid	20.00
461 194 194 194 194 194 194 194 194 194 19	01/19/2023	1010275705 Robert Lynn McKinney	20.00
4 60 1 60 1 60 1 60 1 60 1 60 1 60 1 60	01/19/2023	1010275706 Patricia Nash	00.09
461 194 195 195 195 195 195 195 195 195 195 195	01/19/2023	1010275707 Alejandro Newman	00:09
401 194 401 19	01/19/2023	1010275708 Jeffrey Noe	20.00
461 194 194 194 194 194 194 194 194 194 19	01/19/2023	1010275709 Anne Orzechowski	20.00
461 194 194 194 194 194 194 194 194 194 19	01/19/2023	1010275710 Laverna Pate	20.00
194 194 194 194	01/19/2023	1010275711 Priteshkumar Patel	20.00
194	01/19/2023	1010275712 Calvin Pennala	00.09
194	01/19/2023	1010275713 David Wayne Purkey	25.00
194	01/19/2023	1010275714 Donna Purkey	20.00
196	01/19/2023	1010275715 Rita Z Purkey	20.00
2	01/19/2023	1010275716 Kathy Ramsey	20.00
45	01/19/2023	1010275717 Stella Reed	00.09
5 6	01/19/2023	1010275718 Lowell Richards	20.00

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Date/Time:

ACCT	8	Name	Date	Check Nbr Description	Amount Paid
	ļ				
Fund:	Gene	General Fund #(101)			
53100	194	Jury And Witness Expense	01/19/2023	1010275719 Birdie Russell	00.09
53100	194	Jury And Witness Expense	01/19/2023	1010275720 Mark Seahorn	00.00
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	00.09
53100	194	Jury And Witness Expense	01/19/2023	1010275728 Donald Walker	00.00
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 Judges	180.00

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ACCT	8	Name	Date	Check Nbr Description	An	Amount Paid
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Fund:	169 269	General Fund #(101)	TALISMEN STREET, STREE			100
53300	320	Dues And Memberships	01/26/2023	1010275769 TN General Sessions Judges Conference	<u> </u>	00.67
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		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		01/19/2023	1010275666 Sturgis Web Services		1,050.00
53400	334		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		01/19/2023	1010275647 Century Link/Business Services		1.11
53500	422		01/19/2023	1010275652 English Mountain Spring Water		27.50
53500	435		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	8	Name	Date	Check Nbr Description		Amount Paid
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Fund:		General Fund #(101)				
53920	322	Evaluation And Testing	01/19/2023	1010275660 Mountain Crest Psychological Clinic	inic	250.00
53920			01/12/2023	1010275636 TruBlu Tactical Police Supply		239.96
53000			01/19/2023	1010275670 TruBlu Tactical Police Supply		239.96
53820			01/12/2023	1010275604 Hillbilly's Cabin Restaurant		3,000.00
53920			01/26/2023	1010275748 Galls, LLC		87.00
53920				Check Count: 5	Total:	3,816.92
54110	307	Communication	01/12/2023	1010275640 Verizon Wireless		1,915.98
7 7 7			01/19/2023	1010275642 AT&T		240.04
54110			01/19/2023	1010275647 Century Link/Business Services		56.75
74110		_	01/26/2023	1010275734 AT& Mobility		376.29
54110			01/05/2023	1010275570 National Sheriffs' Association		142.00
54110			01/05/2023	1010275560 Kenny Drinnon		916.89
54110			01/05/2023	1010275575 Signs And Designs		00.09
54110			01/05/2023	1010275589 Xtreme Towing & Automotive Collision Center	ollision Center	2,067.61
54110			01/19/2023	1010275646 Joshua David Garrison		540.00
54110			01/26/2023	1010275732 Access Unlimited		3.00
54110			01/26/2023	1010275774 Valvoline, Inc.		345.91
54110			01/26/2023	9101000220 Cody M Malone		34.24
54110			01/19/2023	1010275654 Federal Express		13.59
54110			01/19/2023	1010275657 HomeTrust Bank		13.36
54110			01/12/2023	1010275627 T.E.G. Enterprises, Inc		85.00
54110			01/19/2023	1010275657 HomeTrust Bank		1,495.76
54110			01/26/2023	1010275754 Harold Eddie Hefner		324.50
54440			01/12/2023	1010275613 Murrell Burglar Alam Co Inc		29.00
54110			01/12/2023	1010275635 Transunion Risk & Alternative		97.60
7410			01/05/2023	1010275561 Fuelman		9,526.58
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ACCT	8	Name	Date	Check Nbr Description	Amo	Amount Paid
- Carriera			Secretary Management			Charles of
Fund:	Gene	Fund: General 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-lt		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

## COMMISSION APPROVAL LISTING

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336 336 336 336 336 340 340 340 340 340 340 340 340 340 340	Date	Check Nbr Description	Amount Paid
336 336 336 336 340 340 340 340 340 340 340 340 340 340	STORES STORES CONTRACTOR OF THE PERSON OF TH		
336 336 336 340 340 340 340 340 340 340 340 340 340			
336 336 340 340 340 340 340 340 340 340 340 340	Services - Equipment 01/05/2023	3 1010275553 American Detention	983.92
336 340 340 340 340 340 340 340 340 340 340	Services - Equipment 01/12/2023	3 1010275620 Powerclean Pressure Washing, LLC	325.00
340 340 340 340 340 340 340 340 340 340	Services - Equipment 01/19/2023	3 1010275665 Starr Equipment Company Inc	1,516.00
340 340 340 340 340 340 340 340 340 340	es 01/05/2023	3 1010275566 Knoxville Heart Group, Inc.	488.00
340 340 340 340 340 340 340 340 340 340	es 01/05/2023	3 1010275584 University Radiology	840.00
340 340 340 340 340 340 340 340 340 340	es 01/05/2023	3 1010275586 Vista Radiology	685.20
340 340 340 340 340 340 340 340 340 340	ses 01/12/2023	3 1010275626 Southern Health Partners	55,328,41
340 340 340 340 340 340 340 340 340 340	es 01/19/2023	3 1010275649 Covenant Medical Group, Inc.	196.00
340 340 340 340 340 340 340 340 340 340	es 01/19/2023	3 1010275650 Emergency Coverage Corporation	2,128.78
340 340 340 340 340 340 340 340 340 340	ses 01/19/2023	3 1010275658 Hospital Medicine Services of Tennessee PC	160.66
340 340 340 340 340 340 340 340 340 340	ses 01/19/2023	3 1010275671 University Of TN Medical Center	1,114.00
340 340 340 340 340 340 340 340 340 340	es 01/26/2023	3 1010275733 American Esoteric Laboratories	28.50
340 340 340 340 340 340 340 340 340 340	es 01/26/2023	3 1010275744 East TN Center for Orthopaedic Excellence	1,276.53
340 340 340 340 340 340 340 351 410	ces 01/26/2023	3 1010275745 East TN Spine & Orthopaedic Specialists	810.02
340 340 340 340 340 340 351 410	ses 01/26/2023	3 1010275747 Emergency Coverage Corporation	171.67
340 340 340 340 340 340 351 410	ses 01/26/2023	3 1010275755 Knoxville Heart Group, Inc.	131.26
340 340 340 340 351 410	ses 01/26/2023	3 1010275758 Mobile Images Acquisition LLC	1,860.00
340 340 340 340 351 410	ces 01/26/2023	3 1010275760 Morristown-Hamblen Hospital	29,436.16
340 340 340 351 410	ses 01/26/2023	3 1010275765 Southeastern Emergency Physicians	610.50
340 340 351 410	ces 01/26/2023	3 1010275771 University Anesthesiologists	975.00
340 340 351 410	ces 01/26/2023	3 1010275772 University Of TN Medical Center	19,063.24
340 351 410 410	ces 01/26/2023	3 1010275773 University Radiology	721.50
351 410 410	ses 01/26/2023	3 1010275775 Vista Radiology	222.60
410	01/12/2023	3 1010275627 T.E.G. Enterprises, Inc	150.00
410	01/05/2023	3 1010275558 Chem Clean Systems LLC	3,039.66
	01/05/2023	3 1010275565 Kelsan Inc	7,546.35
54210 410 Custodial Supplies	01/12/2023	3 1010275622 Quality Waste	258.50

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	Fund; General Fund #(101)					
	422 Food Supplies	01/05/2023	1010275581 Trinity Services Group, Inc.	up, Inc.		36,070.73
	422 Food Supplies	01/05/2023	1010275587 Walmart Community BRC	y BRC		281.69
54210 42	422 Food Supplies	01/12/2023	1010275599 Food City			131.25
		01/26/2023	1010275736 Bob Barker Company, Inc	ny, Inc		2,575.28
		01/19/2023	1010275667 Summit Uniform Solutions, Inc.	lutions, Inc.		1,529.71
		01/19/2023	1010275656 Todd E Giles			2,775.00
	_	01/12/2023	1010275624 Shred-lt			28.00
		01/26/2023	1010275736 Bob Barker Company, Inc	ny, Inc		1,679.70
		01/26/2023	1010275736 Bob Barker Company, Inc	ny, Inc		580.57
		01/19/2023	1010275667 Summit Uniform Solutions, Inc.	slutions, Inc.		201.96
		01/19/2023	1010275657 HomeTrust Bank			150.00
54210	Jail		Check Count:	43	Total:	183,900.67
54250 30	307 Communication	01/12/2023	1010275640 Verizon Wireless			87.40
		01/19/2023	1010275647 Century Link/Business Services	ess Services		6.54
		01/19/2023	1010275661 NAPA Auto Parts Of Morristown	)f Morristown		76.32
		01/05/2023	1010275576 Stepping Out Ministries	tries		100.00
	425 Gasoline	01/05/2023	1010275561 Fuelman			237.73
54250	Work Release Program		Check Count:	ro	Total:	507.99
54410 30	307 Communication	01/05/2023	9101000215 Chris E Bell			56.00
		01/05/2023	1010275561 Fuelman			265.69
	435 Office Supplies	01/12/2023	1010275598 Evans Office Supply Co	ly Co		141.09
	451 Uniforms	01/19/2023	1010275657 HomeTrust Bank			19.97
	599 Other Charges	01/12/2023	1010275640 Verizon Wireless			34.00
54410 58	599 Other Charges	01/19/2023	1010275661 NAPA Auto Parts Of Morristown	Jf Morristown		4.98
54410	Civil Defense		Check	Check Count: 6 Ti	Total:	521.73

# COMMISSION APPROVAL LISTING

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OB Institute         Check Nbr. Description         Check Nbr. Description         Amount           Connection of the Control of Cont						Date/Time:	2/1/2023 1:04:44 PM
Control # (101)	ACCT	8	Name	Date			Amount Paid
10   10   10   10   10   10   10   10			No.				
316         Contributions         01/12/2023         101027/9603 Hamblein County E.C.D. / 911         Total:         469           327         Communication         01/12/2023         101027/9640 Vertron Wineless         1           327         Commany Agencies         01/12/2023         101027/9640 Vertron Wineless         1           328         Contracted With Private Agencies         01/12/2023         101027/9697 Teress A. Kreceman         1           329         Other Contracted Services         01/12/2023         101027/9697 Teress A. Kreceman         9           329         Other Contracted Services         01/12/2023         101027/9697 Teress A. Kreceman         9           329         Other Contracted Services         01/12/2023         101027/9697 Teress A. Kreceman         9           329         Other Contracted Services         01/12/2023         101027/9697 Amanda Beth Hopkins         2           329         Other Contracted Services         01/12/2023         101027/9697 Amanda Beth Hopkins         7           329         Other Contracted Services         01/12/2023         101027/9697 Amanda Beth Hopkins         7           320         Other Contracted Services         01/12/2023         101027/9697 Terest         Amanda Beth Hopkins         7           320         Other Cont		Gene	eral Fund #(101)			WITH WHAT IS SOUTH	20 000 00
Office Funcingency Management         Check Count:         1 Total:         46,49,40           307         Communication         01/12/2023         101027/3661         Teresa A. Kreceman         10           312         Contracts With Private Agencies         01/12/2023         101027/3661         Rook Countly Medical Examiner         9,5           389         Other Contracted Services         01/12/2023         101027/3661         Rook Countly Medical Examiner         9,5           389         Other Contracted Services         01/12/2023         101027/3661         Amanda Beth Hopkins         2           389         Other Contracted Services         01/12/2023         101027/3661         Jeffey E. Holt         3           389         Other Contracted Services         01/12/2023         101027/3661         Jeffey E. Holt         3           389         Other Contracted Services         01/12/2023         101027/3661         Jeffey E. Holt         3           389         Other Contracted Services         01/12/2023         101027/3661         Jeffey E. Holt         3           389         Other Contracted Services         01/12/2023         101027/36621         David Wayne Purkey         7           380         Other Contracted Services         01/12/2023         101027/3663	54490	316		01/12/2023	1010275603 Hamblen County E.C.D. / 911		46,947.25
312         Communication         01/12/2023         10102795640 Verizon Wireless         1           312         Contracts With Private Agencies         01/05/2023         1010275661 Teresa A. Kreceman         1           312         Contracts With Private Agencies         01/12/2023         1010275661 Eddie Davis         9,5           389         Other Contracted Services         01/12/2023         1010275661 Eddie Davis         6           399         Other Contracted Services         01/12/2023         1010275661 Amanda Beth Hopkins         6           399         Other Contracted Services         01/12/2023         1010275661 Jirmmy Weoples         6           399         Other Contracted Services         01/12/2023         1010275691 Jirmmy Weoples         7           399         Other Contracted Services         01/12/2023         1010275691 Jirmmy Weoples         7           399         Other Contracted Services         01/12/2023         1010275691 Jirmmy Weoples         7           399         Other Contracted Services         01/12/2023         1010275692 Jirmmy Weoples         7           390         Other Contracted Services         01/12/2023         1010275692 Jirm C Thompson MD         7           391         Other Contracted Services         01/12/2023         1010275692 Jirm	54490		Other Emergency Management		Check Count: 1	Tota	
312         Contracts With Private Agencies         01/05/2023         1010275607         Teresa A, Kreceman         100           312         Contracts With Private Agencies         01/12/2023         1010275696         Edite Davis         9.5           389         Other Contracted Services         01/12/2023         1010275696         Edite Davis         2           389         Other Contracted Services         01/12/2023         1010275690         Jeffer Services         2           389         Other Contracted Services         01/12/2023         1010275691         Jeffer Services         2           389         Other Contracted Services         01/12/2023         1010275691         Jeffer Services         7           389         Other Contracted Services         01/12/2023         1010275692         David Wayne Purkey         7           389         Other Contracted Services         01/12/2023         1010275693         Tom C Thompson MD         7           380         Other Contracted Services         01/12/2023         1010275693         Tom C Thompson MD         Check Count:         145           390         Other Contracted Services         01/12/2023         1010275693         Tom C Thompson MD         Check Count:         145           301         Communic	54610	307	Communication	01/12/2023	1010275640 Verizon Wireless		170.00
3.12         Contracted With Private Agencies         01/12/2023         1010275661         Eddie Davis         9.5           3.99         Other Contracted Services         01/12/2023         1010275695         Eddie Davis         2           3.99         Other Contracted Services         01/12/2023         1010275691         Index Contracted Services         2           3.99         Other Contracted Services         01/12/2023         1010275692         Jiff With Private Davis         3           3.99         Other Contracted Services         01/12/2023         1010275692         Jiff With Private Davis         3           3.99         Other Contracted Services         01/12/2023         1010275692         David Waye Purkey         7           3.99         Other Contracted Services         01/12/2023         1010275692         David Waye Purkey         7           3.99         Other Contracted Services         01/12/2023         1010275692         Cleader Thompson MD         7           3.90         Other Contracted Services         01/12/2023         1010275692         Cleader Thompson MD         7           3.01         Communication         01/12/2023         1010275692         1010275692         1010275692           3.01         Travel         01/12/2023 <t< td=""><td>54610</td><td>312</td><td></td><td>01/05/2023</td><td></td><td></td><td>1,000.00</td></t<>	54610	312		01/05/2023			1,000.00
399         Other Contracted Services         01/12/2023         1010275601         Toda E Gles         6           399         Other Contracted Services         01/12/2023         1010275601         Toda E Gles         2           399         Other Contracted Services         01/12/2023         1010275601         Toda E Gles         2           399         Other Contracted Services         01/12/2023         1010275607         Amanda Belt Hopkins         3           399         Other Contracted Services         01/12/2023         1010275619         Jimmy W Peoples         7           399         Other Contracted Services         01/12/2023         1010275621         David Wayne Purkey         7           399         Other Contracted Services         01/12/2023         1010275629         Claude Thompson MD         7           399         Other Contracted Services         01/12/2023         1010275629         Claude Thompson MD         7           390         Other Contracted Services         01/12/2023         1010275630         Tone K Count         11           301         Communication         01/13/2023         1010275632         Tone K Count         11         11           302         Travel         Other Contracted Services         01/12/2023	54610	312	Contracts With Private Agencies	01/12/2023			9,500.00
399 Other Contracted Services         01/12/2023         1010275605 Jeffrey E. Holt         2           399 Other Contracted Services         01/12/2023         1010275605 Jeffrey E. Holt         6           399 Other Contracted Services         01/12/2023         1010275607 Amanda Beth Hopkins         9           399 Other Contracted Services         01/12/2023         1010275607 Amanda Beth Hopkins         9           399 Other Contracted Services         01/12/2023         101027561 David Wayne Purkey         7           399 Other Contracted Services         01/12/2023         101027562 Claude Thompson JR         2           390 Other Contracted Services         01/12/2023         101027563 Claude Thompson JR         7           390 Other Contracted Services         01/12/2023         101027563 Claude Thompson JR         7           391 Other Contracted Services         01/12/2023         101027564 Claude Thompson JRM Link Link Link Link Link Link Link Link	54610	399		01/12/2023			600.00
39 Other Contracted Services         01/12/2023         1010275605 Annanda Beth Hopkins         Holt           39 Other Contracted Services         01/12/2023         1010275619 Jimmty W Peoples         3           39 Other Contracted Services         01/12/2023         1010275619 Jimmty W Peoples         7           39 Other Contracted Services         01/12/2023         1010275621 David Wayne Purkey         7           39 Other Contracted Services         01/12/2023         1010275629 Claude Thompson JB         7           30 Other Contracted Services         01/12/2023         1010275624 Claude Thompson JB         7           30 Other Contracted Services         01/12/2023         1010275634 Claude Thompson JB         7           30 Communication         01/12/2023         1010275634 Claude Thompson JB         167           30 Communication         01/12/2023         1010275634 Claude Thompson JB         167           30 Janitorial Services         01/12/2023         1010275632 TMA Services, LC         1.5           31 Travel         01/12/2023         1010275634 MIChelle A Tipton         1.5           32 Travel         01/12/2023         1010275634 MIChelle A Tipton         1.5           32 Travel         01/12/2023         1010275634 MIChelle A MICHEL         1.5           32 Liravel         01/12/2	54610	399		01/12/2023			225.00
39 Other Contracted Services         01/12/2023         1010275619         Jimmy W Peoples         3           399 Other Contracted Services         01/12/2023         1010275619         Jimmy W Peoples         7           399 Other Contracted Services         01/12/2023         1010275621         David Wayne Purkey         7           399 Other Contracted Services         01/12/2023         1010275629         Claude Thompson JR         7           399 Other Contracted Services         01/12/2023         1010275630         Tom C Thompson MD         2.2           390 Other Contracted Services         01/12/2023         1010275630         Tom C Thompson MD         16.7           307 County Coroner/Medical Examiner         01/19/2023         1010275642         AT.8T         AT.8T           307 Communication         01/19/2023         1010275642         AT.8T         AT.8T           308 Travel         01/12/2023         1010275632         TMA Services LLC         1.5           309 Travel         01/12/2023         1010275641         Michelle A Tipton         1.5           309 Travel         01/12/2023         1010275651         Irms Stiffwell         1.5           309 Travel         01/12/2023         1010275661         Irms Stiffwell         1.5           455 Tr	54610	399		01/12/2023			675.00
399         Other Contracted Services         01/12/2023         1010275631         David Weayne Purkey         7           399         Other Contracted Services         01/12/2023         1010275630         Claude Thompson JR         7           399         Other Contracted Services         01/12/2023         1010275630         Tom C Thompson JR         7           399         Other Contracted Services         01/12/2023         1010275630         Tom C Thompson JR         7           307         County Coroner/Medical Examiner         01/19/2023         1010275632         AT&T         Check Count         11           307         County Coroner/Medical Examiner         01/19/2023         1010275634         AT&T         Check Count         11           307         Communication         01/19/2023         1010275634         AT&T         Total:         1,5           328         Janitorial Services         01/12/2023         1010275631         Michelle A Tipton         1,5           355         Travel         01/12/2023         1010275631         Infines         01/12/2023         1010275631         Infines         1,1           455         Utilities         01/12/2023         1010202753         Atmos Energy         1         1	54610	399		01/12/2023			300.00
399         Other Contracted Services         01/12/2023         1010275621         David Wayne Purkey         6           399         Other Contracted Services         01/12/2023         1010275639         Claude Thompson JR         7           399         Other Contracted Services         01/12/2023         1010275630         Tom C Thompson MD         2.2           307         County Corner/Medical Examiner         01/19/2023         1010275642         ATAT         Check Count.         11         Total:         16,7           307         Communication         01/19/2023         1010275642         ATAX         Check Count.         11         16,7         16,7           328         Janitorial Services         01/12/2023         1010275642         ATAX         Check Count.         16,7         16,5           355         Travel         01/12/2023         1010275643         Michelle A Tipton         1,5           356         Travel         01/12/2023         101000219         Irma Stilwell         1           450         Utilities         01/19/2023         1010027564         Atmos Energy         1           452         Utilities         01/12/2023         1010275759         Atmos Energy         1           452	54610	399		01/12/2023			765.00
399 Other Contracted Services         01/12/2023         1010275629 Claude Thompson JR         7           399 Other Contracted Services         01/12/2023         1010275630 Tom C Thompson MD         2.2           Check Count: 11         Total: 16,7         2.2           307 Communication         01/19/2023         1010275642 AT&T         AT&T         Total: 16,7         1,5           307 Communication         01/12/2023         1010275642 Century Link/Business Services         101/12/2023         1010275642 Century Link/Business Services         1,5           328 Janitorial Services         01/12/2023         1010275646 Losefa R Nolasco         1,5         1,5           356 Travel         01/12/2023         1010275641 Alloseful A Tipton         2         2           355 Travel         01/19/2023         1010275641 English Mountain Coffee         1         1           452 Utilities         01/19/2023         1010275654 Atmos Energy         1         1           452 Utilities         01/12/2023         1010275759 Morristown Utilities         1         1	54610	399		01/12/2023			00.009
99g Other Contracted Services         01/12/2023         1010275630 Tom C Thompson MD         2,2           County Coroner/Medical Examiner         Check Count: 11 Total: 16,7           307 Communication         01/19/2023         1010275642 AT&T         TMA Services         1,5           308 Janitorial Services         01/12/2023         1010275632 TMA Services         1010275632 TMA Services         1,1,5           356 Travel         01/12/2023         1010275631 Michelle A Tipton         2           355 Travel         01/12/2023         1010275631 Michelle A Tipton         2           356 Travel         01/12/2023         1010275631 Michelle A Tipton         2           357 Travel         01/12/2023         1010275631 Michelle A Tipton         2           358 Travel         01/12/2023         1010275631 Michelle A Tipton         2           450 Utilities         01/12/2023         1010275631 Michelle A Tipton         1           452 Utilities         01/12/2023         1010275759 Morristown Utilities <t< td=""><td>54610</td><td>399</td><td></td><td>01/12/2023</td><td></td><td></td><td>720.00</td></t<>	54610	399		01/12/2023			720.00
307         County Coroner/Medical Examiner         01/19/2023         1010275642         AT&T         Total:         16,7           307         Communication         01/19/2023         1010275642         AT&T         AT&T         1,6           307         Communication         01/19/2023         1010275642         AT&T         1,6         1,5           328         Janitorial Services         01/12/2023         1010275646         Josefa R Nolasco         1,5           355         Travel         01/12/2023         1010275631         Mitchelle A Tipton         2           355         Travel         01/19/2023         9101000217         Kim Smith         1           355         Travel         01/19/2023         1010275651         English Mountain Coffee           435         Office Supplies         01/19/2023         1010275651         English Mountain Coffee         1           452         Utilities         01/12/2023         1010275651         Atmos Energy         1           452         Utilities         01/12/2023         1010275756         Atmos Energy         1           452         Utilities         01/12/2023         1010275756         Morristown Utilities         1	54610	399		01/12/2023	1010275630 Tom C Thompson MD		2,208.33
307         Communication         01/19/2023         1010275642         AT&T           307         Communication         01/19/2023         1010275647         Century Link/Business Services         1,5           328         Janitorial Services         01/12/2023         1010275632         TMA Services, LLC         1,5           355         Travel         01/12/2023         1010275631         Michelle A Tipton         2           355         Travel         01/12/2023         9101000217         Kim Smith         1           355         Travel         01/19/2023         9101000217         Kim Smith         1           455         Utilities         01/19/2023         1010275651         English Mountain Coffee         1           452         Utilities         01/12/2023         1010275614         MUS Fibernet         1           452         Utilities         01/26/2023         1010275756         Morristown Utilities         2           452         Utilities         01/26/2023         1010275756         Morristown Utilities         1,15	54610		County Coroner/Medical Examiner			Tota	
Office Supplies         Office Sup	55110	307		01/19/2023			89.20
228         Janitorial Services         01/12/2023         1010275632         TMA Services, LLC         1,5           356         Travel         01/12/2023         1010275631         Michelle A Tipton         2           355         Travel         01/12/2023         9101000217         Kim Smith         1           355         Travel         01/19/2023         9101000219         Irma Stilwell         1           455         Utilities         01/19/2023         1010275651         English Mountain Coffee         1           452         Utilities         01/12/2023         1010275735         Atmos Energy         2           452         Utilities         01/26/2023         1010275759         Morristown Utilities         2	55110	307		01/19/2023			62.73
355         Travel         01/12/2023         1010275616         Josefa R Nolasco           355         Travel         01/12/2023         1010275631         Michelle A Tipton           355         Travel         01/12/2023         9101000217         Kim Smith           355         Travel         01/19/2023         9101000219         Irma Stilwell           435         Office Supplies         01/19/2023         1010275651         English Mountain Coffee           452         Utilities         01/12/2023         1010275735         Atmos Energy           452         Utilities         01/26/2023         1010275759         Morristown Utilities	55110	328		01/12/2023			1,500.00
355         Travel         01/12/2023         1010275631         Michelle A Tipton         2           356         Travel         01/12/2023         9101000217         Kim Smith         1           435         Travel         01/19/2023         9101000219         Irma Stilwell         1           452         Utilities         01/12/2023         1010275614         MUS Fibernet         2           452         Utilities         01/26/2023         1010275735         Atmos Energy         2           452         Utilities         01/26/2023         1010275759         Morristown Utilities         2	55110	355		01/12/2023			37.50
355       Travel       01/12/2023       9101000217 Kim Smith       1         355       Travel       01/19/2023       9101000219 Irma Stilwell       1         435       Office Supplies       01/19/2023       1010275651 English Mountain Coffee       1         452       Utilities       01/12/2023       1010275735 Atmos Energy       2         452       Utilities       01/26/2023       1010275759 Morristown Utilities       2	55110	355		01/12/2023			299.00
355 Travel       01/19/2023       9101000219 Irma Stilwell         436 Office Supplies       01/19/2023       1010275651 English Mountain Coffee         452 Utilities       01/12/2023       1010275735 Atmos Energy         452 Utilities       01/26/2023       1010275759 Morristown Utilities	55110	355		01/12/2023			175.25
435 Office Supplies       01/19/2023       1010275651 English Mountain Coffee       1         452 Utilities       01/12/2023       1010275735 Atmos Energy       2         452 Utilities       01/26/2023       1010275735 Morristown Utilities       2         452 Utilities       01/26/2023       1010275759 Morristown Utilities       1,5	55110	355		01/19/2023			56.25
452 Utilities       01/12/2023       1010275614 MUS Fibernet         452 Utilities       01/26/2023       1010275735 Atmos Energy         452 Utilities       01/26/2023       1010275759 Morristown Utilities	55110	435		01/19/2023			172.00
452 Utilities         01/26/2023         1010275735         Atmos Energy           452 Utilities         01/26/2023         1010275759         Morristown Utilities	55110	452		01/12/2023			41.18
452 Utilities 01/26/2023 1010275759 Morristown Utilities	55110	452		01/26/2023			296.61
	55110	452		01/26/2023	1010275759 Morristown Utilities		1,533.00

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1 1					Date/Time:	2/1/2023 1:04:44 PM
	Name	Date	Check Nbr	Description		Amount Paid
Fund: Gene	General Fund #(101)					
55110	Local Health Center			Check Count: 11	Total:	l: 4,262.72
55120 307	Communication	01/12/2023	1010275640	1010275640 Verizon Wireless		152.95
	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:	d: 20,651.79
55710 309	Contracts With Government Agencies	01/05/2023	1010275563	Hamblen County-Morristown Solid Waste	Naste	4,939.20
	Contracts With Government Agencies	01/12/2023	1010275609	1010275609 Keep M'town Hamblen Beautiful		4,500.00
55710	Sanitation Management			Check Count: 2	Total:	11: 9,439.20
56500 316	Contributions	01/12/2023	1010275612	1010275612 Morristown-Hamblen Library		77,850.00
56500	Libraries			Check Count: 1	Total:	77,850.00
56700 307	Communication	01/12/2023	1010275614	1010275614 MUS Fibernet		134.22
56700 307	Communication	01/12/2023	1010275640	Verizon Wireless		28.85
	Maintenance And Repair Services - Equipment	01/12/2023	1010275611	Lowe's		216.82
	Custodial Supplies	01/12/2023	1010275622	Quality Waste		258.50
	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
	Gasoline	01/26/2023	1010275776	Voyager Fleet Systems Inc		110.45
	Uniforms	01/19/2023	1010275657	HomeTrust Bank		85.20
	Water And Sewer	01/19/2023	1010275659	Morristown Utilities		1,804.00
	Other Supplies And Materials	01/05/2023	1010275564	Home Depot Credit Services		257.80
	Other Charges	01/19/2023	1010275652	English Mountain Spring Water		16.00
	Other Charges	01/26/2023	1010275768	TN Dept Of Transportation		100.00

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Fund         Gneek Nb         Cheek Nb         Cheek Nb         Cheek Count         44 About           Fund         Fund         44 About         44 About         44 About         45 About           657.00         140         Parks And Fair Boards         01/19/2023         101027669         Cheek Count         1         45 About				COMMISSION	COMMISSION APPROVAL LISTING	Date/Time:	2/1/2023 1:04:44 PM
Check Count: 11         Total:           140         Salary Supplements         01/12/2023         1010275639 University Of TN Extension         7           307         Communication         01/16/2023         1010275647 Century Link/Business Services         7 Total:           309         Other Contracted Services         01/16/2023         1010275692 Robert Tucker         7 Total:           309         Instructional Supplies And Materials         01/12/2023         1010275692 Robert Tucker         7 Total:           309         Other Contracted Services         01/19/2023         1010275694 Century Link/Business Services         7 Total:           300         Communication         01/19/2023         1010275697 TASC - Client Invoices         7 Total:           200         Handling Charges & Administrative Costs         01/16/2023         1010275697 TASC - Client Invoices         7 Total:           390         Other Fringe Benefits         01/12/2023         1010275697 TASC - Client Invoices         7 Total:           391         Other Contracted Services         01/12/2023         1010275697 City of Morristown         7 Total:           392         Other Contracted Services         01/12/2023         1010275694 City of Morristown         7 Total:           393         Other Contracted Services         01/12/2023 <th>CCT</th> <th>8</th> <th>Name</th> <th>Date</th> <th>Check Nbr Description</th> <th></th> <th>Amount Pa</th>	CCT	8	Name	Date	Check Nbr Description		Amount Pa
4.0         Salary Supplements         01/12/2023         10102756839         University Of TN Extension         Total:           3.07         Communication         01/19/2023         10102756847         Century Link/Business Services         Total:           3.09         Other Contracted Services         01/105/2023         1010275682         Robert Tucker         2         Total:           4.29         Instructional Supplies And Materialis         01/12/2023         1010275682         Robert Tucker         2         Total:           3.00         Communication         01/19/2023         1010275684         Century Link/Business Services         3         Total:           3.01         Communication         01/19/2023         1010275647         Century Link/Business Services         3         Total:           3.02         Handling Charges & Administrative Costs         01/19/2023         1010275677         TASC - Client Invoices         3         Total:           3.02         Contracts With Other Public Agencies         01/12/2023         1010275697         TASC - Client Invoices         3         Total:           3.03         Contracted Services         01/12/2023         1010275697         TARA, Inc.         3         Total:           3.03         Contracted Services         01/12/	'und;		eral Fund #(101)				
140         Salary Supplements         01/12/2023         10102756347         Century Link/Business Services           307         Communication         01/19/2023         10102756847         Century Link/Business Services         Total:           389         Other Contracted Services And Materials         01/12/2023         1010275689         Robert Tucker         Total:           380         Instructional Supplies And Materials         01/12/2023         1010275684         Century Link/Business Services         Total:           380         Communication         01/19/2023         1010275687         TASC-Client Involces         Total:           280         Handling Charges & Administrative Costs         01/26/2023         1010275677         TASC-Client Involces         Total:           280         Contracts With Other Public Agencies         01/12/2023         1010275577         TASC-Client Involces         Total:           380         Other Contracted Services         01/12/2023         1010275594         City of Morristown         Total:           380         Other Contracted Services         01/12/2023         1010275594         City of Morristown         Total:           380         Other Contracted Services         01/12/2023         1010275594         City of Morristown         Check Count:         3	6700		Parks And Fair Boards				
307         Communication         01/19/2023         1010275647         Century Link/Business Services         Total:           399         Other Contracted Services         01/05/2023         1010275582         Robert Tucker         Total:           429         Instructional Supplies And Materials         01/19/2023         1010275582         Robert Tucker         Total:           307         Communication         01/19/2023         1010275690         ACP International/SA-So.         Total:           307         Communication         01/19/2023         1010275647         Century Link/Business Services         Total:           308         Handling Charges & Administrative Costs         01/26/2023         101027557         TASC - Client Invoices           209         Other Fringe Benefits         01/12/2023         101027557         TASC - Client Invoices           309         Other Fringe Benefits         01/12/2023         101027559         THRA, Inc.           310         Contracts With Other Public Agencies         01/12/2023         1010275594         City of Morristown         Total:           399         Other Contracted Services         01/12/2023         1010275594         City of Morristown         Total:           399         Other Contracted Services         01/12/2023         1010	7100	140		01/12/2023	1010275639 University Of TN Extension		48,480
Storm Water Management         Check Count:         2         Total:           399         Other Contracted Services         01/105/2023         1010275582 Robert Tucker         2         Total:           429         Instructional Supplies And Materialis         01/11/2023         1010275582 Robert Tucker         2         Total:           307         Communication         01/19/2023         1010275647 Century LinkBusiness Services         1         Total:           202         Handling Charges & Administrative Costs         01/05/2023         1010275577 TASC - Client Invoices         1         Total:           203         Other Fringe Benefits         01/26/2023         1010275577 TASC - Client Invoices         2         Total:           309         Other Contracted Services         01/12/2023         1010275577 TASC - Client Invoices         2         Total:           310         Contracts With Other Public Agencies         01/12/2023         1010275577 TASC - Client Invoices         2         Total:           310         Other Contracted Services         01/12/2023         1010275597 THRA, Inc.         3         Total:           310         Other Contracted Services         01/12/2023         1010275597 Cliy of Morristown         3         Total:           310         Other Contracted Services	7100	307		01/19/2023	1010275647 Century Link/Business Services		4
399 Other Contracted Services         01/05/2023         1010275592 ACP International/SA-So         Total:           429 Instructional Supplies And Materials         01/12/2023         1010275590 ACP International/SA-So         Total:           307 Sorm Water Management         01/19/2023         1010275647 Century Link/Business Services         Total:           307 Veterans' Services         01/05/2023         1010275677 TASC - Client Invoices         1           208 Handling Charges & Administrative Costs         01/126/2023         101027557 Hamblen Co Dept OF Education         International Charges           309 Other Fringe Benefits         01/126/2023         1010275597 ETHRA, Inc.         International Charges           309 Other Contracted Services         01/12/2023         1010275594 City of Morristown         International Check Count:         2           399 Other Contracted Services         01/12/2023         1010275594 City of Morristown         International Check Count:         3           399 Other Contracted Services         01/12/2023         1010275594 City of Morristown         International Check Count:         3           399 Other Contracted Services         01/12/2023         1010275594 City of Morristown         International Check Count:         3	7100		Agricultural Extension Service				
429         Instructional Supplies And Materials         01/12/2023         1010275590         ACP International/SA-So         Total:           307         Storm Water Management         01/19/2023         1010275647         Century Link/Business Services         Total:           307         Communication         01/19/2023         1010275677         TASC - Client Invoices         Total:           209         Other Fringe Benefits         01/26/2023         1010275571         Hamblen Co Dept OF Education         2         Total:           310         Contracts With Other Public Agencies         01/12/2023         1010275594         City of Morristown         2         Total:           389         Other Contracted Services         01/12/2023         1010275742         City of Morristown         3         Total:           399         Other Contracted Services         01/12/2023         1010275742         City of Morristown         3         Total:           399         Other Contracted Services         01/12/2023         1010275742         City of Morristown         3         Total:           399         Other Contracted Services         01/12/2023         1010275742         City of Morristown         3         Total:	7800	399		01/05/2023	1010275582 Robert Tucker		59
307         Communication         Check Count:         2         Total:           307         Communication         01/19/2023         1010275647         Century Link/Business Services         Total:           202         Handling Charges & Administrative Costs         01/26/2023         101027557         TASC - Client Invoices         Total:           299         Other Fringe Benefits         101/26/2023         1010275575         Hamblen Co Dept Of Education         Total:           310         Contracts With Other Public Agencies         01/12/2023         1010275597         ETHRA, Inc.         Total:           399         Other Contracted Services         01/26/2023         1010275594         City of Morristown         Check Count:         3         Total:           399         Other Contracted Services         01/26/2023         1010275574         City of Morristown         Check Count:         3         Total:           399         Other Contracted Services         01/26/2023         1010275574         City of Morristown         3         Total:           399         Other Contracted Services         01/26/2023         1010275574         City of Morristown         3         Total:	7800	429		01/12/2023	1010275590 ACP International/SA-So		2,074
307         Communication         01/19/2023         1010275647         Century Link/Business Services         Check Count:         1         Total:           202         Handling Charges & Administrative Costs         01/26/2023         1010275577         TASC - Client Invoices         7         Total:           299         Other Fringe Benefits         01/26/2023         1010275751         Hamblen Co Dept Of Education         2         Total:           310         Contracts With Other Public Agencies         01/12/2023         1010275594         City of Morristown         2         Total:           399         Other Contracted Services         01/26/2023         1010275594         City of Morristown         3         Total:           399         Other Contracted Services         01/26/2023         1010275594         City of Morristown         3         Total:           Miscellaneous	7800		Storm Water Management				
202         Handling Charges & Administrative Costs         01/05/2023         1010275577         TASC - Client Invoices         Total:           299         Other Fringe Benefits         01/26/2023         1010275574         Hamblen Co Dept Of Education         2         Total:           310         Contracts With Other Public Agencies         01/12/2023         1010275594         ETHRA, Inc.         2         Total:           399         Other Contracted Services         01/12/2023         1010275594         City of Morristown         3         Total:           399         Other Contracted Services         01/26/2023         1010275742         City of Morristown         3         Total:           Aliscellaneous         Aliscellaneous         Check Country         3         Total:	8300	307		01/19/2023	1010275647 Century Link/Business Services		2
202         Handling Charges & Administrative Costs         01/05/2023         1010275577         TASC - Client Invoices           299         Other Fringe Benefits         01/26/2023         1010275751         Hamblen Co Dept Of Education           310         Contracts With Other Public Agencies         01/12/2023         1010275597         ETHRA, Inc.           399         Other Contracted Services         01/12/2023         1010275594         City of Morristown           399         Other Contracted Services         01/26/2023         1010275742         City of Morristown           Miscellaneous    Application of Morristown  Check Count:  399  399  399  399  399  399  399  3	8300		Veterans' Services		Check Count: 1	I Total	
299 Other Fringe Benefits         01/26/2023         1010275751 Hamblen Co Dept Of Education         Check Count:         2         Total:           310 Contracts With Other Public Agencies         01/12/2023         1010275597 ETHRA, Inc.         THRA, Inc.           399 Other Contracted Services         01/26/2023         1010275742 City of Morristown           399 Other Contracted Services         01/26/2023         1010275742 City of Morristown           Miscellaneous           Amiscellaneous    Application:  Application:  Check Count:  3 Total:  Check Count:  3 Total:	8600	202		01/05/2023	1010275577 TASC - Client Invoices		368
310         Contracts With Other Public Agencies         01/12/2023         1010275597         ETHRA, Inc.           399         Other Contracted Services         01/26/2023         1010275742         City of Morristown           399         Other Contracted Services         01/26/2023         1010275742         City of Morristown           399         Other Contracted Services         01/26/2023         1010275742         City of Morristown           Miscellaneous    Application of Morristown  Check Count:  3 Total:  Check Count:  3 Total:  Check Count:  3 Check Count:  3 Total:  Check Count:  400 Check Count:  C	8600	299		01/26/2023	1010275751 Hamblen Co Dept Of Education		137
310       Contracts With Other Public Agencies       01/12/2023       1010275597       ETHRA, Inc.         399       Other Contracted Services       01/12/2023       1010275594       City of Morristown         399       Other Contracted Services       01/26/2023       1010275742       City of Morristown         Check Count:       3       Total:     Application of Morristown  Check Count:  Check Count:  Application of Morristown  Check Count:  Application of Morristown  Check Count:  Application of Morristown  Check Count:  Applicat	0098						
399 Other Contracted Services         01/12/2023         1010275594 City of Morristown           399 Other Contracted Services         01/26/2023         1010275742 City of Morristown           Check Count: 3         Total:    **Miscellaneous  **General Fund #(101) Total:	0068	310		01/12/2023	1010275597 ETHRA, Inc.		10,600
Other Contracted Services 01/26/2023 1010275742 City of Morristown  Check Count: 3 Total:  Miscellaneous  General Fund #(101) Total:	8900	399		01/12/2023	1010275594 City of Morristown		656
Miscellaneous Total: 3 Total: General Fund #(101) Total:	90089	399		01/26/2023	1010275742 City of Morristown		1,380
	0068		Miscellaneous				
					Gene	eral Fund #(101) Total	

## COMMISSION APPROVAL LISTING

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ACCT	8	Name	Date	Check Nbr Description	Amount Paid
			Contract and Contr		100 CO
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		01/12/2023	1160024899 UniFirst First Aid Corp	227.05
55710	499	_	01/19/2023	1160024902 HomeTrust Bank	337.56
55710	499	_	01/26/2023	1160024906 Big M Janitorial	727.20
55710	499	_	01/26/2023	1160024911 Morristown Signs, Inc	320,00
55710	506		01/05/2023	1160024887 Tennessee Risk Management Trust	1,018.00
55710	506		01/26/2023	1160024913 Tennessee Risk Management Trust	903.00
55710			01/19/2023	1160024905 Stringfellow	1,456.00

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CCT	ACCT OB Name	Name	Date	Check Nbr	Check Nbr Description		Amount Paid
:pur	Solid	Fund: Solid Waste/Sanitation Fund #(116)					
710	733	55710 733 Solid Waste Equipment	01/26/2023	1160024912	1160024912 Precision Cutting & Hydraulics, LLC		360.00
55710		Sanitation Management			Check Count: 24	Total:	129,675.95
1000			日 · 日 · 日 · 日 · 日 · 日 · 日 · 日 · 日 · 日 ·	MINEST MESSEL	Solid Waste/Sanitation Fund #(116) Total:	(116) Total:	129,676.95

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ACCT	8		Date	Check Nbr Description	Amon	Amount Paid
	ļ					description and
Fund:	1 1000	Highway/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	2	24,600.00
62000		Highway And Bridge Maintenance		Check Count: 7	Total: 4	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

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Mame         Check Nbr         Description         Am           High-way/Public Works Fund (#131)         416 Equipment Parts - Heavy         01/19/2023         1313044425         Knoxville Rubber & Gasket Co., Inc.           416 Equipment Parts - Heavy         01/19/2023         1313044427         More's Tractor and Trailer Repair Inc.           416 Equipment Parts - Heavy         01/19/2023         1313044427         NAPA Auto Parts Of Morristown           416 Equipment Parts - Heavy         01/12/2023         1313044428         Southern Fluidpower, Inc.           416 Equipment Parts - Heavy         01/12/2023         1313044438         Southern Fluidpower, Inc.           424 Garage Supplies         01/12/2023         1313044438         Heitman           425 Gasoline         01/12/2023         1313044438         Heitman           450 Tires And Tubes         01/12/2023         1313044418         Grieck Count:         10           791 Other Construction         01/12/2023         1313044422         Apac Atlantic, Inc.           792 Gapital Outlay         Check Count:         1         Total:						Date/Time:	2/1/2023 1:10:47 PM
Highway/Public Works Fund (#131)  416 Equipment Parts - Heavy  417 Equipment Parts - Heavy  418 Equipment Parts - Heavy  419 Equipment Parts - Heavy  4179/2023  4173044426 Moore's Tractor and Trailer Repair Inc  418 Equipment Parts - Heavy  4179/2023  4173044427 NAPA Auto Parts Of Morristown  418 Equipment Parts - Heavy  419 Equipment Parts - Heavy  424 Garage Supplies  425 Gasoline  426 Gasoline  426 Gasoline  427 Garage Supplies  428 Gasoline  429 Garage Supplies  420 Operation And Maintenance Of Equipment  420 Operation And Maintenance Of Equipment  421 Other Construction  422 Capital Outlay  423 Capital Outlay  424 Capital Outlay  425 Gasoline  426 Gasoline  427 Capital Outlay  428 Capital Outlay  429 Capital Outlay  420 Capital Outlay  420 Capital Outlay  420 Capital Outlay  420 Capital Outlay  421 Capital Outlay  422 Capital Outlay  423 Capital Outlay  444 Capital Outlay  445 Capital Outlay  445 Capital Outlay  446 Capital Outlay  447 Capital Outlay  447 Capital Outlay  448 Capital Outlay  449 Capital Outlay  440 Capital Out	ACCT	8	Name	Date	Check Nbr Descript	ion	Amount Paid
416       Equipment Parts - Heavy       01/19/2023       1313044425       Knoxville Rubber & Gasket Co., Inc.         416       Equipment Parts - Heavy       01/19/2023       1313044427       NAPA Auto Parts Of Morristown         416       Equipment Parts - Heavy       01/126/2023       1313044427       NAPA Auto Parts Of Morristown         416       Equipment Parts - Heavy       01/126/2023       1313044439       Southern Fluidpower, Inc.         424       Garage Supplies       01/26/2023       1313044435       Hoiston Gases         425       Gasoline       1313044435       Hoiston Gases         426       Tires And Tubes       01/12/2023       1313044435       Hoiston Gases         427       Operation And Maintenance Of Equipment       1313044435       Apac Ailantic, Inc.       Total:         791       Other Construction       01/19/2023       1313044422       Apac Ailantic, Inc.       10       Total:         791       Capital Outlay       1313044422       Apac Ailantic, Inc.       1       Total:	Fund:	High	way/Public Works Fund (#131)				
416       Equipment Parts - Heavy       01/19/2023       1313044426       Moore's Tractor and Trailer Repair Inc         416       Equipment Parts - Heavy       01/19/2023       1313044427       NAPA Auto Parts Of Morristown         416       Equipment Parts - Heavy       01/126/2023       1313044439       Southern Fluidpower, Inc.         426       Equipment Parts - Heavy       01/126/2023       1313044435       Holston Gases         426       Gasoline       01/126/2023       1313044435       Fuelman         450       Tires And Tubes       01/12/2023       1313044416       Goforth Tire & Auto, Inc.         Apperation And Maintenance Of Equipment       01/12/2023       1313044422       Apac Atlantic, Inc.         791       Other Construction       01/19/2023       1313044422       Apac Atlantic, Inc.         792       Capital Outlay       1       Total:         793       Highway/Public Works Fund (#131) Total:	63100	416	Equipment Parts - Heavy	01/19/2023	1313044425 Knoxville	Rubber & Gasket Co., Inc.	423.25
416       Equipment Parts - Heavy       01/19/2023       1313044427       NAPA Auto Parts Of Morristown         416       Equipment Parts - Heavy       01/26/2023       1313044439       Southern Fluidpower, Inc.         416       Equipment Parts - Heavy       01/12/2023       1313044435       Holston Gases         424       Garage Supplies       01/26/2023       1313044435       Holston Gases         450       Tires And Tubes       01/12/2023       1313044416       Goforth Tire & Auto, Inc.         450       Tires And Maintenance Of Equipment       01/12/2023       1313044422       Apac Atlantic, Inc.         791       Other Construction       01/19/2023       1313044422       Apac Atlantic, Inc.         792       Capital Outlay       01/19/2023       1313044422       Apac Atlantic, Inc.         793       Capital Outlay       1313044422       Apac Atlantic, Inc.         794       Capital Outlay       1719/2023       1313044422       Apac Atlantic, Inc.         795       Apac Atlantic, Inc.       10       Total:	63100	416	Equipment Parts - Heavy	01/19/2023	1313044426 Moore's	Tractor and Trailer Repair Inc	727.49
416       Equipment Parts - Heavy       01/26/2023       1313044439       Southern Fluidpower, Inc.         416       Equipment Parts - Heavy       01/12/2023       9131000000       Kerry L Barnard         424       Garage Supplies       01/26/2023       1313044435       Holston Gases         425       Gasoline       01/12/2023       1313044416       Goforth Tire & Auto, Inc.         450       Tires And Tubes       01/12/2023       131304442       Apac Atlantic, Inc.         791       Other Construction       01/19/2023       131304442       Apac Atlantic, Inc.         794       Other Contraction       01/19/2023       131304442       Apac Atlantic, Inc.         794       Capital Outlay       11/19/2023       131304442       Apac Atlantic, Inc.         795       Apac Atlantic, Inc.       Apac Atlantic, Inc.       Apac Atlantic, Inc.	63100		Equipment Parts - Heavy	01/19/2023	1313044427 NAPA A	uto Parts Of Morristown	3,329.60
416       Equipment Parts - Heavy       01/12/2023       9131000000 Kerry L Barnard         424       Garage Supplies       01/26/2023       1313044435 Holston Gases         425       Gasoline       01/26/2023       1313044416 Goforth Tire & Auto, Inc.         450       Tires And Tubes       1313044416 Goforth Tire & Auto, Inc.       Check Count:       10         791       Other Construction       01/19/2023       1313044422 Apac Atlantic, Inc.       1       Total:         791       Other Construction       01/19/2023       1313044422 Apac Atlantic, Inc.       1       Total:	63100		Equipment Parts - Heavy	01/26/2023	1313044439 Southern	r Fluidpower, Inc.	198.30
424       Garage Supplies       01/26/2023       1313044435       Highway/Public Morks Fund (#131) Total:         425       Gasoline       01/12/2023       1313044416       Goforth Tire & Auto, Inc.       Check Count:       10         791       Other Construction       01/19/2023       1313044422       Apac Atlantic, Inc.       Total:     Capital Outlay  Highway/Public Works Fund (#131) Total:	63100		Equipment Parts - Heavy	01/12/2023	9131000000 Kerry L E	samard	14.16
425 Gasoline       01/26/2023       1313044416       Goforth Tire & Auto, Inc.       Auto, Inc.       Check Count:       10       Total:         450 Tires And Tubes       01/12/2023       1313044416       Goforth Tire & Auto, Inc.       Total:       Check Count:       10       Total:         791 Other Construction       01/19/2023       1313044422       Apac Atlantic, Inc.       Total:       Total:         Capital Outlay       1       Total:       Total:       Total:	63100		Garage Supplies	01/26/2023	1313044435 Holston	Gases	217.29
450 Tires And Tubes         01/12/2023         1313044416 Goforth Tire & Auto, Inc         Check Count:         10         Total:           791 Other Construction         01/19/2023         1313044422 Apac Atlantic, Inc         Check Count:         1         Total:           Capital Outlay         Highway/Public Works Fund (#131) Total:	63100		Gasoline	01/26/2023	1313044433 Fuelman		1,880.54
Operation And Maintenance Of Equipment     Check Count:     10     Total:       791 Other Construction     01/19/2023     1313044422     Apac Atlantic, Inc       Capital Outlay     Check Count:     1     Total:       Highway/Public Works Fund (#131) Total:	63100		Tires And Tubes	01/12/2023	1313044416 Goforth	Fire & Auto, Inc	1,322.10
791 Other Construction 01/19/2023 1313044422 Apac Atlantic, Inc  Capital Outlay Capital Outlay  Highway/Public Works Fund (#131) Total:	63100		Operation And Maintenance Of Equipment			10	13,222.72
Capital Outlay Total: 1 Total: Highway/Public Works Fund (#131) Total:	68000		Other Construction	01/19/2023	1313044422 Apac Atl	antic, Inc	105,414.15
	68000		Capital Outlay			-	al: 105,414.15
	11					Highway/Public Works Fund (#131) Tot	al: 168,484.74

### **GRANT CONTRACT**

Motion by Bobby Haun, seconded by Tim Horner 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.

VOTE RESULTS		13 YES O NO O ABSTAIN	1 ABSEN
11.b. GRANT CONTRACT  Between the State of Tennessee Dept. of Health & Han	nblen County Governme	nt Passed By Major	ity Vote
Joe Huntsman	YES	Rodney Long	YES
Debbie A'Hearn	YES	Chris Cutshaw	YES
Thomas Doty	YES	Stan Harville	YES
Wayne NeSmith	ABSENT	Peggy Howeli	YES
Mike Reed	YES	Visit Control of the	M YES
Mike Richardson	YES	Tim Horner	S YES
Kyle Walker	YES	Edna Greene	YES
Hamblen County Commission - Febru February 23, 2023	ary 23 2023 05:	55:59 PM <b>©</b> per	nMeeting



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

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

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

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

Grantee Place of Incorporation or Organization: Morristown, TN

Grantee Edison Vendor ID # 0000000027

### A. Scope (Eligible Expenses)

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

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

### B. Term

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

### C. Maximum Liability

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

- 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).

- (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:
  - 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. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of the Grant Contract, to constitute non-allowable costs.
- C.12. <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. Required Approvals. The State is not bound by the Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of the Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. The Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. The State may terminate the Grant Contract without cause for any reason. A termination for convenience shall not be a breach of the Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. <u>Termination for Cause</u>. If the Grantee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Grantee violates any terms of the Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of the Grant Contract.
- D.5. <u>Subcontracting</u>. The Grantee shall not assign the Grant Contract or enter into a subcontract for any of the services performed under the Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of the Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. <u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to the Grant Contract.

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

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

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

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

The State:

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

Email: Josh.Gipson@tn.gov

The Grantee:

Bill Brittain, County Mayor Hamblen County Government 511 W. 2nd North Street, Morristown TN 37814 BBrittain@co.hamblen.tn.us 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. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if the Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of the Grant Contract. This limitation of liability is cumulative and not per incident.
- Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts 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. Tennessee Department of Revenue Registration. 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. No Acquisition of Equipment or Motor Vehicles. The Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under the Grant Contract.
- D.28. <u>State and Federal Compliance</u>. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of the Grant Contract.
- D.29. Governing Law. The Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under the Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. <u>Completeness</u>. The Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the Grant Contract of the parties' agreement. The Grant Contract supersedes any and all prior understandings,

- representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. 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. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of the Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <u>Debarment and Suspension</u>. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - 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;
  - 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. Confidentiality of Records. 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. Federal Funding Accountability and Transparency Act (FFATA). 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);
    - \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
  - Salary and bonus.
  - 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.
- 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. No Obligation by Federal Government. The Federal Government is not a party to the Grant Contract and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Grant Contract.

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

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

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

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

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

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

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

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

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

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

### Attachments:

Attachment 1: State Approved Plan for Improvement

Attachment 2: FAIW Attachment 3: Budget

Attachment 4: Invoice Template

Attachment 5: Disbursement and Reconciliation

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

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

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



January 18, 2023

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

Dear Sue:

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

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

Thank you for your consideration of this request.

Sincerely, Bell Buttain

Bill Brittain County Mayor

Bill Brittain, Carenty Mayor

511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fac. 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)	4
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)

	COUNTY GOVERNMENT			
APPLICATE beginning	3LE 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>	\$0.00	\$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	\$0.0
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.0
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.0
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	\$0.0
24	In-Kind Expense	\$0.00	\$0.00	\$0.0
25	GRAND TOTAL	\$3,412,500.00	\$1,137,500.00	\$4,550,000.0

<sup>&</sup>lt;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>&</sup>lt;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 x + (Longetivity applicable)	, if \$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	AMOUN <sup>-</sup>
New Facility Construction	\$4,550,000.00
ROUNDED TOTAL	\$4,550,000.00



### **Invoice Reimbursement Form**

Section 1: Contract Info	ormatio	n (to be completed b	y TDH Accounts)	
PO#	PO Lir	ne#	Receipt#	Agency Invoice #
Edison Contract#	Edison Vendor#		Edison Address Line#	AP Attachment (check if yes)
Section 2: Invoice Inform	nation (	to be completed by C	ontractor/Grantee)	
ContractInvoice#	Invoid	e Date	Service Start Date	Service End Date
Contract Start Date	Contr	act End Date	,	
Contact Person Name	Phon	e#		
Remit Payment to: Business Name				
Street Address		City	State	ZIP
Budget Line Items		(A) Total Contract Budg	get (B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries				
Benefits				
Professional Fee/Grant/Awa	rd			
Supplies				
Telephone				
Postage and Shipping				
Occupancy				
Equipment Rental and Maint	enance			
Printing and Publications	tin a a			
Travel/Conferences and Mee	eungs			
Insurance				
Specific Assistance to Indivi	duals		1	
Depreciation	000.0			
Other Non-Personnel				
Capital Purchase				
Indirect Costs				
TOTAL				

Speedchart	User Code	Project ID	Amount (\$)
spectarities.			
ection 4: Authorize	d Signatures		
<del>-</del>		ram Authorization	TDH Accounts Authorization
ame:	Name:		Name:
ate:	Date:		Date:
Signature: Signature:			Signature:

Section 3: Payment Information (to be completed by TDH Program)

Instructions & Hints ATTACHMENT 5

#### Do not send a worksheet that is linked to another file

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

Retain this file in blank form

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

File Names:

Please use the following format when naming files.

name of agency REPORTING PERIOD END.xls do not abbreviate the agency name

example: davidson county health MARCH 02.xls

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

Reporting periods are based on the Agency's fiscal year

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

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

Abbreviations - do not abbreviate the Agency name

Number pages using the "page\_\_\_\_of \_\_\_\_ pages" format

#### THE WORKSHEET IS NOT PROTECTED

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

Expense and Revenue pages can show information for 2 contracts

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

Use additional expense and revenue pages for more than 2 contracts

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

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

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

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

Report by program within the State Contract Number within State Department

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

Do not combine State Contract Numbers

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

#### **ALLOCATION OF ADMINISTRATIVE COSTS**

Requires completion of all attached sheets

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

Telephone 615-532-3406

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:

Monaliz Hana

Tennessee Department of Health

Fiscal Services

6th Floor Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

February 23, 2023

# 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 dients 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, lessehold 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 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 APPROVED COST ALLOCATION PLAN?	OST ALLOCATION PLAN?
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)	
Is your organization:  A private not-for-profit organization?  A state college or university, or part of a city government?	
DIRECTOR	PHONE#
PREPARER OF REPORT	PHONE#
DATE COMPLETED	

PROGRAM EXPENSE REPORT

STATE OF TENNESSEE

CONTRACTOR/GRANTEE

Schedule B, Part 1

FEDERAL ID#

REPORT PERIOD	QUARTER TO DATE  YEAR TO DATE				
	YEAR TO DATE				
	QUARTER TO DATE				
CONTRACTING STATE AGENCY	Program # Contract Number Grant Period Program Name Service Name SOURCES OF REVENUE Reimbursable Program Funds Reimbursable Federal Program Funds Reimbursable State Program Funds Total Reimbursable Program Funds	Matching Revenue Funds Other State Funds Other State Funds Other Government Funds Cash Contributions (non-government) In-Kind Contributions (equals line 24) Program Income Other Matching Revenue Total Matching Revenue Funds (lines 34 - 40)	Other Program Funds Total Revenue (lines 33, 41, & 42)	Reconciliation Between Total and Reimbursable Expenses 51 Total Expenses (line 25) 52 Subtract Other Unallowable Expenses (contractual) 53 Subtract Excess Administration Expenses (contractual) 54 Subtract Matching Expenses (equals line 41) 55 Reimbursable Expenses (line 51 less lines 52,53,54)	Total Reimbursement To Date Difference (line 55 less line 56) Advances This reimbursement (line 57 less line 58)
CON	Sched Item # 31 32 33	34 35 37 39 40 40	42 43	Reco 51 52 53 54 55	56 57 58 58

2 5 5 5 5 5 7

8

#### **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 <a href="mailto:cpo.auditnotice@tn.gov">cpo.auditnotice@tn.gov</a>. 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.

tee's fiscal year.
audit for fiscal year 2023.
o an audit for fiscal year 2023.
0027
complete the information below.
Estimated amount of funds expended by end of Grantee's fiscal year
a.
b.

#### **ATTACHMENT 7**

#### **Parent Child Information**

Send completed documents as a PDF file to <a href="mailto:cpo.auditnotice@tn.gov">cpo.auditnotice@tn.gov</a>.

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

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

"Child" means an entity whose information is contained in another entity's IRS filing. Grantee's Edison Vendor ID number: 0000000027 No Is Hamblen County Government a parent? Yes If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities. Is Hamblen County Government a child? Yes \( \square\) No \( \square\) If yes, complete the fields below. Parent entity's name: \_\_\_\_\_\_ Parent entity's tax identification number: Note: If the parent entity's tax identification number is a social security number, this form 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
	oplicant should submit the following to support costs claimed (not an all-inclusive list): ant (Force Account) Labor and Prisoner Labor:
	ch individual:
	Name
	Job title and function
	Type of employee (i.e., full-time exempt, full-time non-exempt, part-time, temporary, prisoner, etc.)  Days and hours worked
	Pay rate(s) and fringe benefit rate(s)
	Description of work performed with representative sample of daily logs / activity reports, if available
	Representative sample of timesheets
	Fringe benefit calculations
	Pay policy
	ant-Owned (Force Account) Equipment: ch piece of equipment:
	Type of equipment and attachments used, including year, make, and model Size/capacity (e.g., horsepower, wattage)
	Locations and days and hours used with usage logs
	Operator name
	Schedule of rates, including rate components
Rente	d or Purchased Equipment:
[.	Rental or lease agreements, invoices, receipts  Days used
Suppli	es from Stock:
	Historical cost records
	Inventory records
	Type of supplies and quantities used, with support documentation such as daily logs
Purch	ased Supplies:
	Receipts or invoices
Contr	
_	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
1	

T T/	1 4.1 4 (-14.4. and documentation may be required based on individual
	nd contributions (additional documentation may be required based on individual
circu	mstance):
Equip	
	Same information listed under Applicant-Owned Equipment above
	Who donated each piece of equipment
	Supplies or materials:
-3	Quantity donated
C	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
Costr	easonableness:
	Documentation showing current market price for similar goods or services, such as:  Historical documentation; Average costs in the area; or Published unit costs from national cost estimating databases.  Documentation supporting necessity of unique services or extraordinary level of effort  Documentation supporting shortages, challenging procurement circumstances, and length of time
	shortages or procurement challenges existed, such as:  News stories  Supply chain vendor reports
Other	m-
	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 VIII of the Civil Rights Act of 1968 (24 CFR, part 115); Federal Labor Standards

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

#### 5. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT.

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

#### 6. CONTRACT WORK HOURS AND SAFETY STANDARDS.

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

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

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

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

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

#### 8. SUSPENSION AND DEBARMENT.

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

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

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

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

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

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

Recipient:

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

#### **ATTACHMENT 10**

Recipient name	and	address:	DUNS Nu	mber: [ <i>Recipien</i> :	t to provide		
[Recipient to provide]			Taxpayer provide]	Identification	Number:	[Recipient	to
			Assistance	Listing Numbe	r: 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.

•	
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. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
- 3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

#### 4. Maintenance of and Access to Records

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

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

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 11. Hatch Act. 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."

#### 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.

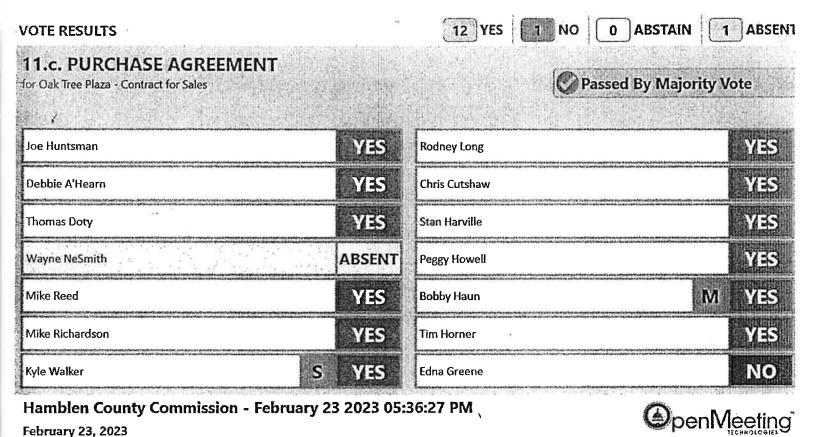
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other 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. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

#### **PURCHASE AGREEMENT**

Motion by Bobby Haun, seconded by Kyle Walker 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?



#### PURCHASE OF HEALTH DEPARTMENT BUILDING

February 23, 2023

Motion by Bobby Haun, seconded by Mike Richardson to appropriate funds to cover the purchase price and closing fees for the Oak Tree Plaza property from Fund #101 Public Health and Welfare Projects in the amount of \$1,830,000. The amendment includes an appropriation of \$1,486,250 from General Fund Fund balance and a transfer of \$343,750 from Fund #128 Drug Use Abate Fund.

VOTE RESULTS		13 YES	O NO	0 ABSTAIN	1 ABSENT
11.I.7. PURCHASE OF HEALTH DEPA Fund 101 \$1,830,000		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			ΥES
Mike Reed	YES	Bobby Haun			M YES
Mike Richardson S	YES	Tim Horner			YES
Kyle Walker	YES	Edna Greene			YES
Hamblen County Commission - February	23 2023 05:4	47:48 PM	Mensional distribute		urnamini Eminamini Roza

**O**pen**M**eeting

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

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

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

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

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

- 9. **Property Inspection Contingency**. Purchaser has fully inspected the premises and has had full access to the property and has concluded it "due diligence" and found the Property acceptable without further inspections. No repairs or remediations are required and the Purchaser shall acquire the improvements on the property in its "AS IS" condition. This contingency shall be deemed satisfied.
- 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 Sambugh
Title: Chairperson-Board of Tristers
Date: 2-7-23 8:41 or
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.

Ву:	
Name:	
Title:	
Date:	

HEARTLAND TITLE SERVICES

#### **CONTRACT WITH BARBER MCMURRY ARCHITECTS, LLC**

February 23, 2023

Motion by Bobby Haun, seconded by Thomas Doty to approve the Contract with Barber – McMurry Architects, LLC for the new Health Department Project.

OTE RESULTS  11.d. CONTRACT WITH BARBER MC  or Health Department Project	MURRY	ARCHITECTS, LLC Passed By Majority	1 ABSEN
		Tassed 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 Homer	YES
Kyle Walker	YES	Edna Greene	YES

**OpenMeeting** 



#### Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the -Fourteenth day of -February \_in the year Two Thousand Twenty-Three

(In words, indicate day, month and year.)

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

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

and the Architect:

(Name, legal status, address and other information)

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

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

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

The Owner and Architect agree as follows.

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

#### **TABLE OF ARTICLES**

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

# **ARTICLE 1 INITIAL INFORMATION**

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

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

## § 1.1.1 The Owner's program for the Project:

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

# To Be Determined

# § 1.1.2 The Project's physical characteristics:

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

# To Be Determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

# \$3,500,000

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

# To Be Determined

Init.

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.2 Construction commencement date:

#### To Be Determined

.3 Substantial Completion date or dates:

#### To Be Determined

.4 Other milestone dates:

#### To Be Determined

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

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

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document 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.)

N/A

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

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

Init.

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(3B9ADA3C)

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

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

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

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

N/A

.2 Mechanical Mechanical, Plumbing and Fire Protection Engineer:

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

.3 Electrical Engineer:

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

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

init.

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

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

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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 E203<sup>TM</sup>-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202<sup>TM</sup>-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

# ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1.000,000 ) per claim and Three Million Dollars (\$ 3.000,000 ) in the aggregate.
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

#### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

# § 3.2 Schematic Design Phase Services

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

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

## § 3.3 Design Development Phase Services

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

#### § 3.4 Construction Documents Phase Services

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

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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,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.
- § 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

#### § 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document 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, construction supervision, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect and its Consultants shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

# § 3.6.3 Certificates for Payment to Contractor

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

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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

§ 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	A THE STATE OF THE
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities—	3
§ 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	10
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	100

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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

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.
  - Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
  - .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
  - .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
  - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
  - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
  - .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
  - .2 To Be Determined ( ) visits to the site by the Architect during construction
  - .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
  - .4  $\underline{\text{Two}}$  (2) inspections for any portion of the Work to determine final completion.
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

# ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include <u>but not limited to test</u> borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204<sup>TM</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.

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

#### ARTICLE 6 COST OF THE WORK

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

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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; etherwise 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

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

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

- -1 Termination Fee:
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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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 (\$287,877)

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

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

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

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

### See Exhibit A for Architect's hourly billing rates.

#### Employee or Category

Rate (\$0.00)

# § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets:
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- 4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;

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

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

# § 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of  $\underline{Zero}$  (\$  $\underline{0}$  ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

# § 11.10.2 Progress Payments

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

#### One percent (1%) per month %

§ 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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User Notes:

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.)

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

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

Exhibit A - Hourly Rates

.4 Other documents:

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

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User Notes:

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

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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

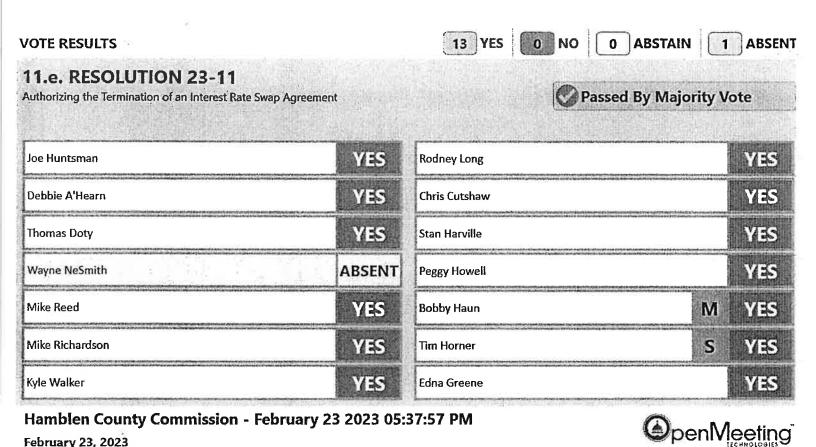
We reserve the right to modify these rates to reflect normal salary review practices.

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

# **RESOLUTION 23-11**

February 23, 2023

Motion by Bobby Haun, seconded by Tim Horner 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.



# 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:

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

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

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

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

Adopted and approved this  $23^{rd}$  day of February, 2023.

Bell Buttain
County Mayor

ATTEST:

County Clerk

STATE OF TENNESSEE )

COUNTY OF HAMBLEN )

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

WITNESS my official signature of said County on this 2 day of February 2023.

Reagy Henderson
County Clerk

# **REQUEST FOR FUNDS APPROPRIATED**

Hamblen County Commission - February 23 2023 05:38:32 PM 🕠

February 23, 2023

Motion by Bobby Haun, seconded by Rodney Long to approve the request for funds of \$500,000 from the ENDO- PHARMACUTICAL OPIOID SETTLEMENT monies for the 3<sup>rd</sup> Judicial District Recovery Support Services, Inc. to purchase 2 houses on N High Street for the Recovery Court participants for transitional housing.

VOTE RESULTS		13 YES O NO O A	BSTAIN 1 ABSENT
11.f. REQUEST FOR FUNDS APPRO from the ENDO PHARMACUETICAL OPIOID SETTLEMENT from the 3rd Judicial Recovery Support Service, Inc.	PRIATED	Passed B	y Majority Vote
Joe Huntsman	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 Homer	YES
Kyle Walker	YES	Edna Greene	YES

**OpenMeeting** 

# 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**

Motion by Bobby Haun, seconded by Tim Horner to approve Resolution 23-11 Resolution to apply for the ELC Grant for Confinement Facilities (Jails) in the amount of \$296,000.

11.g. RESOLUTION 23-12 Resolution to Apply for ELC Grant for Confinement Facilities (Jail)		Passed By Majority		
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	

# 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:

- 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 23 day of February 2023.

APPROVED:

Chris Cutshaw Chairman HCI B

ATTESTED:

Paggy Handerson County Clerk

# **RESOLUTION 23-13**

Hamblen County Commission - February 23 2023 05:39:35 PM

February 23, 2023

Motion by Bobby Haun, seconded by Stan Harville to approve the Resolution 23-13 A Resolution approving and adopting a Court Cost to Defray Costs Incurred by the Public Defender's Office in the amount of \$12.50.

VOTE RESULTS		13 YES 0 NO 0 ABSTA	IN 1	ABSENT
11.h. RESOLUTION 23-13 A Resolution Approving & Adopting a Court Cost to Del	fray Cost Incurred by th	e Public Defender's Office Passed By Ma	jority V	ote
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	М	YES
Mike Richardson	YES	Tim Horner		YES
Kyle Walker	YES	Edna Greene		YES

**OpenMeeting** 

# **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.

Bell Brithan County Mayor

ATTEST:

County Clerk Henderson



# **ToddEstep**



#### DISTRICT PUBLIC DEFENDER

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

February 1, 2023

Hamblen County Commission

RE: Statutory \$12.50 funding for indigent defense

Dear Commissioner,

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

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

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

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

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

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

1st phase: 2-3 visits/month (weekly sessions) 2st 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

> Todd Ester District Public Defender

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

#### **BUDGET AMENDMENT – HCBOE #4**

Hamblen County Commission - February 23 2023 05:40:18 PM

February 23, 2023

Motion by Bobby Haun, Debbie A'Hearn to approve the Hamblen County Board of Education Budget Amendment #4 Increase of \$53,584.20.

OTE RESULTS	100 (4)	13 YES O NO O ABS	TAIŅ 1 ABSEN
11.1.1. Budget Amendments HCBOE Amendment #4 Increase of \$53,584.20		Passed By N	/lajority Vote
Joe Huntsman	YES	Rodney Long	YES
Debbie A'Hearn	S YES	Chris Cutshaw	YES
Thomas Doty	YES	Stan Harville	YES
Wayne NeSmith	ABSEN	Peggy Howell	YES
Mike Reed	YES	Bobby Haun	M YES
Mike Richardson	YES	Tim Horner	YES
Kyle Walker	YES	Edna Greene	YES

**Expension** 

# **BUDGET AMENDMENTS**



ARNOLD W. BUNCH, JR. Superintendent of Schools

BOARD OF EDUCATION

Carolyn Clawson

Johnny Denton

Joe Gibson, Jr.

Roger Greene

James Grigsby

Clyde Kinder

Jerrod Weems

# HAMBLEN COUNTY DEPARTMENT OF EDUCATION

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

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

## AMENDMENT #4

2022-2023

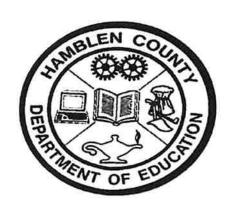
The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #4 to the 2022-2023 General Purpose School Budget. This amendment was approved by the Board of Education on January 10, 2023.

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

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

Arnold W. Bunch, Jr., Superintendent of Schools

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

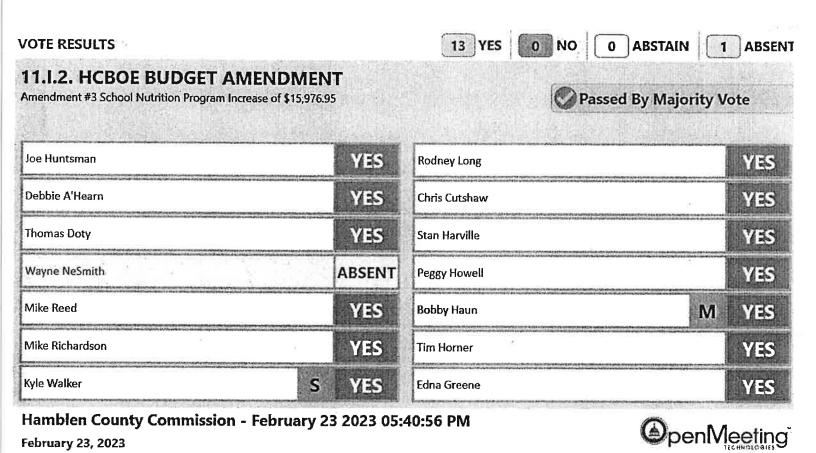


#### HAMBLEN COUNTY SCHOOLS GENERAL PURPOSE SCHOOL BUDGET

				ERAL PURPOSE SCI 2022-2023 AMEHOMENT AL - EL		
CODE	mue	BUDGET	NCREAGE	DECREASE	ACTUAL	PURPOSE
71100-429	INSTRUCTIONAL SUPPLIES AND MATERIALS	\$ 425,104.81	\$ 1,500.00	<b>.</b>	<b>3</b> 427,604.81	KNOXVILLE TVA EMPLOYEES CREDIT UNION GRANT TO MILLER-BOYD FOR SUPPLIES IS
71300-729	VOCATIONAL INSTRUCTION EQUIPMENT	5 11,282.00 5	16,584,20	\$ ·	\$ 27,646 20	MATERIALS STATE OF TN CTE MIDDLE SCHOOL STEM GRANT FOR EQUIPMENT
72210-589	OTHER CHARGES	\$ 70,663.08 5	35,500,00		\$ 106,383.08	UTRUST GRANT FOR STUDENT AND STAFF RECOGNITION
	TOTALS	\$ 600,249,19 5	\$3,564,70		5 561,034.00	THE STATE OF THE S
	NET INCREASE	.1	53,694.20			
			GENER	AMBLEN COUNTY 64 FAL PURPOSE SCHO 2022-2023 VEHDMENT #3 - EXT	OL BUDGET	
REVENUE CODE	me	BURGET 1	NCREAGE	DECREASE.	ACTUAL	PURPOSE
4457D	CONTRIBUTIONS AND GIFTS	6 318,838.46 s	<b>37,000,0</b> 0	\$ :E	\$ 355,538 88	KNOXVILLE TVA EMPLOYEES CREDIT UNION GRANT TO MILLER-BOYD (\$1,500)
48980	OTHER STATE GRANTS	5 209,223.30 5	16,584.20	1 .	5 225 807.50	UTRUST GRANT FOR STUDENT AND STAFF RECOGNITION (\$35,500) STATE OF TN CTE MIDDLE SCHOOL STEM GRANT
	TOTALS	1 926,082,15 1	53,684.20		\$31,644.36	
	NET INCREASE		63.884.20			

#### **BUDGET AMENDMENT – HCBOE #3**

Motion by Bobby Haun, seconded by Kyle Walker to approve the Hamblen County Board of Education Budget Amendment #3 School Nutrition Program Increase of \$15,976.95





ARNOLD W. BUNCH, JR. Superintendent of Schools

BOARD OF EDUCATION

Carolyn Clawson

Johnny Denton

Joe Gibson, Jr.

Roger Greene

James Grigsby

Clyde Kinder

Jerrod Weems

# HAMBLEN COUNTY DEPARTMENT OF EDUCATION

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

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

#### **AMENDMENT #2**

2022-2023

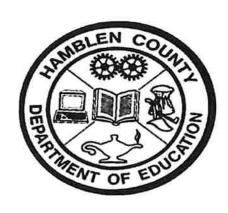
The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #2 to the 2022-2023 School Nutrition Program Budget. This amendment was approved by the Hamblen County Board of Education on January 10, 2023.

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

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

Arnold W. Bunch, Jr., Superintendent of Schools

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



#### HAMBLEN COUNTY SCHOOLS SCHOOL NUTRITION PROGRAM BUDGET 2022-2023

#### AMENDMENT #2

EXPENDITURE CODE	mile	BUDGET		NCREASE	DEC	REASE	_	ACTUAL	PURPOSE
73100-422	OTHER SALARIES AND WAGES	\$ 4,701,525.00	s	15,976.95	S	3	\$	4,717,501.95	STATE OF TN SUPPLY CHAIN ASSISTANCE GRANT FOR PURCHASE OF FOOD/MILK
	TOTALS	\$ 4,701,525.00	\$	15,976.95	\$		\$	4,717,501.95	SIGNATI ON STORES
	NET INCREASE		<u>\$</u>	15,976.95					

# HAMBLEN COUNTY SCHOOLS SCHOOL NUTRITION PROGRAM BUDGET 2022-2023

#### AMENDMENT #2

Equity CODE		BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
47114	USDA - OTHER	\$ 272,475.00	\$ 15,976.95	s	S 288,451.95	STATE OF TN SUPPLY CHAIN ASSISTANCE GRANT
	TOTALS	\$ 272,475.00	\$ 15,976.95	s .	\$ 288,451.95	w.
	NET INCREASE		\$ 15,976.95			

# **BUDGET AMENDMENT – COUNTY COMMISSION**

Motion by Bobby Haun, seconded by Debbie A'Hearn to approve the Budget Amendment for Fund #101 County Commission to cover Medical Insurance Costs for County Commission through FY22-23.

11.I.3. COUNTY COMMISSION Fund #101 \$3,000		Passed By Majority \	/ote
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	YES



# **Hamblen County Commission**

For the February 2023 Commission Meeting

und	#101 DEPT: County	y Commission	
Account Number	Description	Increase	Decrease
THOO GITS I WILL BOT	INCREASE APPROPRIATIONS:		
51100.207	Medical Insurance	\$ 3,000.	00
	DECREASE APPROPRIATIONS:		
51100.204	State Retirement		\$ 3,000.00
		3,	000 3,000
Brief Descriptions of issue to increase appropriations on the property of the	se to cover medical insurance costs for County	Commission through FY 22	
o increase appropriationsurance cost for this ye	e: ns to cover medical insurance costs for County ar is more than budgeted due to coverage diffe mpared to previous commissioners.	Commission through FY 22	
o increase appropriationsurance cost for this ye	is to cover medical insurance costs for County ar is more than budgeted due to coverage diffe	Commission through FY 22	
o increase appropriationsurance cost for this year ounty commissioners co	ns to cover medical insurance costs for County ar is more than budgeted due to coverage diffe mpared to previous commissioners.	Commission through FY 22 erences in newly elected	-23.
o increase appropriationsurance cost for this year ounty commissioners co	ns to cover medical insurance costs for County ar is more than budgeted due to coverage diffe mpared to previous commissioners.	Commission through FY 22	-23.
o increase appropriationsurance cost for this year ounty commissioners co	is to cover medical insurance costs for County ar is more than budgeted due to coverage diffe	Commission through FY 22 erences in newly elected	nt Only:

## **BUDGET AMENDMENT- GARAGE / SANITATION DEPARTMENT**

Motion by Bobby Haun, seconded by Rodney Long to approve the Budget Amendment for Fund #116 Garbage/ Sanitation Department for \$50,000 to replace engine in a brush truck.

11.I.4. GARBAGE/SANIT Fund #116 \$50,000	ATION DEPARTMENT		sed By Majority V	ote
Joe Huntsman	YES	Rodney Long	S	YES
Debbie A'Hearn	YES	Chris Cutshaw		YES
Thomas Doty	YES	Stan Harville		YES
Wayne NeSmith	ABSENT	Peggy Howell	The second of the control of the second of t	YES
Mike Reed	YES	Bobby Haun	M	YES
Mike Richardson	YES	Tim Horner		YES
Kyle Walker	YES	Edna Greene		YES



#### **Hamblen County Commission**

For the February 2023 Commission Meeting

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
55710.336	Maintenance and Repair Services - Equipment	\$ 50,000.00	
	DECREASE FUND BALANCE:		
34630.000	Committed for Public Health and Welfare		\$ 50,000.0
			50.0
		50,000	30,0
increase appropriation budgeted amount. The over the \$46,000 cost of r	is within the Sanitation Dept. to cover maintenance and repair re is currently \$48,000 in the maintenance and repair line. Thi replacing an engine in a brush truck and allow for additional ch	expenses in excess is budget amendment will	
hudgeted amount The	s within the Sanitation Dept. to cover maintenance and repair	expenses in excess is budget amendment will	
o increase appropriation budgeted amount. The over the \$46,000 cost of r	s within the Sanitation Dept. to cover maintenance and repair	expenses in excess is budget amendment will	
o increase appropriation budgeted amount. The ver the \$46,000 cost of r rough the EOY.	s within the Sanitation Dept. to cover maintenance and repair re is currently \$48,000 in the maintenance and repair line. This replacing an engine in a brush truck and allow for additional characteristics.	expenses in excess is budget amendment will	

## **BUDGET AMENDMENT- DRUG CONTROL FUND**

Motion by Bobby Haun, seconded by Tim Horner 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.

VOTE RESULTS		13 YES 0 NO 0 ABSTAIN 1	ABSENT
11.1.5. DRUG CONTROL FUND Fund #122 \$7,200		Passed 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 - February February 23, 2023	y 23 2023 05:	43:32 PM	leeting



#### **Hamblen County Commission**

For the February 2023 Commission Meeting

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
increase appropriation	e: us to cover cost of 2023 Ford Explorer for Narcotics agents in e be needed to cover difference in motor vehicle balance and cos	xcess of budgeted amount t of vehicle.	
rief Descriptions of issue increase appropriation a additional \$7,200 will	is to cover cost of 2023 Ford Explorer for Narcotics agents in ex	ccess of budgeted amount t of vehicle.	
increase appropriation	be needed to cover difference in motor vehicle balance and cos	ccess of budgeted amount tof vehicle.	

#### **BUDGET AMENDMENT – DRUG USE ABATEMENT FUND**

February 23, 2023

Motion by Bobby Haun, seconded by Mike Reed 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.

11.I.6. DRUG USE ABATEMENT FUN	D	Passed 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 S	YES	Bobby Haun M	YES
Mike Richardson	YES	Tim Horner	YES
Kyle Walker	YES	Edna Greene	YES



Description

DEPT:

INCREASE APPROPRIATIONS:

Drug Use Abatement Fund

#### **Hamblen County Commission**

Account Number

Fund

For the February 2023 Commission Meeting

#128

55310.316	Contributions - Regional Mental Healt	h Center \$	500,000.00	
	DECREASE FUND BALANCE:			
	DECREE SET TO THE SET OF THE SET			
39000.000	Unassigned Fund Balance		\$ 500,0	00.00
33000.000	Chassigned I and Balance			
			500,000	500,000
rief Descriptions of iss	ue:	91		
o appropriate funds fr	om the Drug Use Abatement Fund Unassigne	d Fund Balance to cover the cor	itribution	
help fund the Northe	ast Tennessee Regional Recover Center.			
	Marie Company and			
	100			
	20 0 11			
gnature:	10 Duttain	For Finance Department	Only:	_
graduati.				
	1 ml	Reviewed by:		
tle ·	Inter Mayor			
tle: <u>au</u>	only Mayor	Reviewed by:		
itle :	nly Mayor			

Decrease

Increase

# **BUDGET AMENDMENT- DRUG USE ABATEMENT FUND**

February 23, 2023

Motion by Bobby Haun, seconded by Kyle Walker to approve the budget amendment Fund #128 Drug Use Abatement Fund in the amount of \$343,750.00 to be transferred to Fund #101 General Fund for purchase of the Oak Tree Plaza Shopping Center.

1.i.8 DRUG USE ABATEMENT FUND		Passed By Majority V	
und 128 \$343,750		Passed by Wajority V	
loe Huntsman	YES	Rodney Long	YES
Debbie A'Heam	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 S	YES	Edna Greene	YES



DEPT:

**Public Health and Welfare Projects** 

# **Hamblen County Commission**

Fund

For the February 2023 Commission Meeting

#101

Account Number	Description	Increase	Decrease
Account Italiant	INCREASE APPROPRIATIONS:		
91140.732	Building Purchases	\$ 1,486,250.00	
	DECREASE FUND BALANCE:		
39000.000	Unassigned Fund Balance		\$ 1,486,250.00
		Increase	Increase
	INCREASE APPROPRIATIONS:		
91140.732	Building Purchases	\$ 343,750.00	
	INCREASE REVENUES:		
101.49800	Transfers In (From Fund 128)		\$ 343,750.00
The current Health Dep	cover the purchase price and closing tees for the Oak 1 to t. location will be sold to E-911 for \$1,137,500.00 and the year. An additional amount of \$343,750 is being transfer		
Fund) to the General Fu Net amount used from f	and to help offset the purchase price, as well.		atement



DEPT:

# **Hamblen County Commission**

Fund

For the February 2023 Commission Meeting

#128

Account Number	Description	Increase	D	ecrease
	INCREASE APPROPRIATIONS:			
		240 770 00		
128.99100.590	Transfers Out - Transfers to Other Funds	\$ 343,750.00		
	DECREASE FUND BALANCE:			
				0.40 750 00
128.39000	Unassigned Fund Balance		\$	343,750.00
		343,750	)	343,75
Brief Descriptions of issue	e:  ne Drug Use Abatement/Opioid Fund to the General Fund to		)	343,75
o transfer funds from th	e:  ne Drug Use Abatement/Opioid Fund to the General Fund to be Plaza Shopping Center to relocate the Health Department.			343,75
o transfer funds from th	ne Drug Use Abatement/Opioid Fund to the General Fund to		)	343,75
o transfer funds from th	ne Drug Use Abatement/Opioid Fund to the General Fund to			343,75
o transfer funds from th	ne Drug Use Abatement/Opioid Fund to the General Fund to			343,751
o transfer funds from th	ne Drug Use Abatement/Opioid Fund to the General Fund to			343,750
o transfer funds from th	ne Drug Use Abatement/Opioid Fund to the General Fund to be Plaza Shopping Center to relocate the Health Department.  For Fina	help offset the cost of the		343,750
To transfer funds from the purchase of the Oak Tree	Drug Use Abatement/Opioid Fund to the General Fund to be Plaza Shopping Center to relocate the Health Department.  For Fina Reviewed	help offset the cost of the		343,750

Drug Use Abatement Fund



# 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

## **SURPLUSE ITEMS – REGISTER OF DEEDS**

February 23, 2023

Motion by Mike Richardson, seconded by Tim Horner to approve Plat Cabinet Surplus Item for the Register of Deeds.

12.a. SURPLUS ITEMS for Register of Deeds	Passed 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	YES
Mike Richardson M	YES	Tim Horner S	YES
Kyle Walker	YES	Edna Greene	YES



#### 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

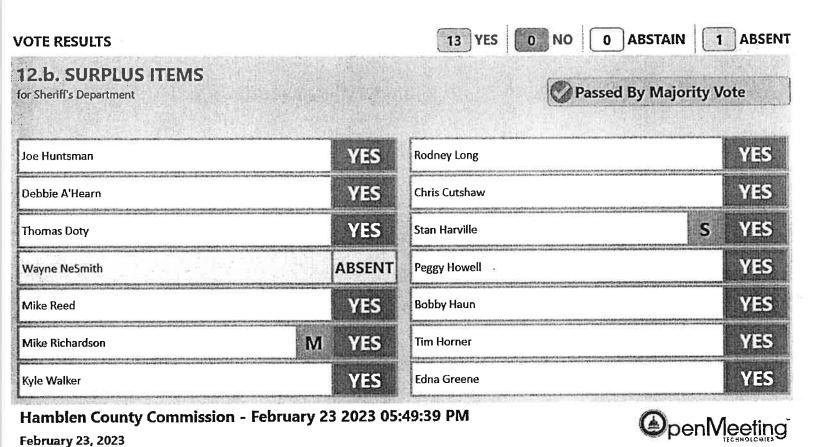
RE:

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.

## **SURPLUS ITEMS – SHERIFF'S DEPARTMENT**

Motion by Mike Richardson, seconded by Stan Harville to approve the surplus of a 2012 Chevy Tahoe Vin# 6381 for the Sheriff's Department Narcotics Division.



Chad Mullins SHERIFF



Bob Ellis CHIEF DEPUTY

510 Allison Street Morristown, Tennessee 37814

#### **MEMO**

TO:

Trish Bowman

FROM:

Sheriff Chad Mullins

DATE:

February 8, 2023

RE:

Narcotics Vehicle Surplus Request

2012 Chevy Tahoe VIN 1GNSK2E01CR306381

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

heriff Chad Millim

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

mg

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

February 23, 2023

Admin Fax: (423) 587-1658 Jail Fax: (423) 587-1329

Return to Regular Calendar

## HAMBLEN COUNTY PUBLIC ROAD AND RIGHT OF WAY ABANDONMENT POLICY

Motion by Mike Richardson, seconded by Rodney Long to approve the Hamblen County Public Road and Right of Way Abandonment Policy.

VOTE RESULTS		13 YES O NO O ABSTAIN 1	ABSEN"
12.c. HAMBLEN COUNTY ROAD COINformation for Applicants Requesting Public Road and Right-o	N		
Joe Huntsman	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	YES
Mike Richardson M	YES	Tim Horner	YES
Kyle Walker	YES	Edna Greene	YES
Hamblen County Commission - February 23 February 23, 2023	3 2023 05:	50:10 PM <b>©</b> pen <b>M</b>	eeting

# HAMBLEN COUNTY ROAD COMMISSION

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

The Hamblen County Read Highway 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 Read Highway Department receives requests to abandon pertions of street and a road or street rights-of-way or portions thereof under their its 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 Highway Department and its staff to follow 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 Highway Department and the general public are protected.

The Road/Street Abandonment process is a coordinated effort principally involving the applicant and the Hamblen County Read Highway 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 Read Highway 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 Read Highway Department will also submit its recommendation through its Superintendent. The Planning Commission will review to determine if abandonment is consistent with the Urban Growth Plan. If the abandonment is found to be consistent with the Urban Growth Plan, the Planning Commission will approve the abandonment and refer the issue to the Hamblen County Commission for final approval.
- The applicant will be required to pay for all expenses incurred in the abandonment process. The Hamblen County Commission, as well as the Hamblen County Planning Commission, the Hamblen County Road Commission and the Hamblen County Highway Department 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 Department will process the request for abandonment upon the applicant's having completed the forms necessary to assure the 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 Read Highway 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 abandonment process.
- 2. The applicant will then obtain from the Hamblen County Read Highway 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 Read Highway 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 Read Highway Department Office including a check (payable to the Hamblen County Read Highway Department) in the amount of the current "Road Abandonment Fee(s)". Additional costs may be charged the applicant(s) if Hamblen County Read Highway 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 Read Highway Department, the Hamblen County Read Highway 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 Read Highway 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.

# BEFORE THE HAMBLEN COUNTY PLANNING COMMISSION FEBRUARY 6, 2023 MEETING

IN THE MATTER OF LAKEWAY LANDCO, LLC's

REZONING REQUEST FOR

TAX MAP 057, CONTROL MAP 057, PARCEL 058.00

TAX MAP 059, CONTROL MAP 059, PARCEL 09.01

TAX MAP 057, CONTROL MAP 057, PARCEL 001.01

TAX MAP 059, CONTROL MAP 059, PARCEL 4.04

#### APPLICANT'S INFORMATION STATEMENT

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

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

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

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

- The following information is provided regarding the proposed re-zoning of Lakeway's proposed landfill expansion site (Map 059, Parcel 004.04) to aid the Commission's consideration of Lakeway's application.
- The type of waste to be disposed of at the proposed landfill expansion: The proposed landfill expansion will receive Class I solid waste (non-hazardous, municipal solid waste), Class II solid waste (non-hazardous, industrial solid waste), Class III solid waste (primarily non-hazardous Construction/Demolition wastes, farming wastes, landscaping and land clearing wastes, and shredded automotive tires), and other non-hazardous, special wastes as approved in advance by the Tennessee Department of Environment & Conservation ("TDEC").
- ❖ The method of disposal to be used at the proposed landfill expansion: Class I, II and III solid waste will be deposited into lined/certified waste cells and covered daily, in accordance with a TDEC-approved Operations Manual and the applicable TDEC solid waste regulations.
- The projected impact on surrounding areas from potential noise and odor created by the proposed landfill expansion operation: Lakeway submits that the best projection of environmental impacts of the proposed landfill expansion is by reference to the compliance record of its existing, Class I landfill located immediately north of the proposed expansion area. All Tennessee landfills receive monthly compliance inspections by TDEC. In the case of the existing Lakeway Class I landfill, TDEC monthly compliance inspection reports for the past 10 years (approximately 120 monthly inspections) demonstrate the exceptional management, operation and maintenance of the existing landfill. Those inspection reports reflect that there has been only a single "minor violation" of TDEC regulations (for battery disposal) during that entire 10-year period. Further, TDEC files reflect that no noise, odor, dust, erosion, air or water pollution, or other such complaints concerning the existing landfill have been received by TDEC in the last 10 years. The proposed landfill expansion is projected to have little to no adverse impact on surrounding areas regarding noise, odor or other environmental factors.
- ❖ The projected impact on property values on surrounding areas created by the proposed landfill expansion: The immediate area of the existing Lakeway Class I landfill contains several landfills, many of which have been in existence since the 1960's. The land uses around these landfills includes agricultural and industrial activities, with some residential use. The existence of these landfills has had no adverse impacts on the surrounding properties. As noted below, the proposed landfill expansion is compatible with existing development and zoning in the area and is thus not projected to have an impact on property values in surrounding areas.
- The adequacy of existing roads and bridges to carry the increased traffic projected to result from the proposed landfill expansion. Based on a preliminary traffic impact analysis, it has been determined that TN State Route 160, (a/k/a Enka Highway) has a right-of-way of at least 50 feet, a roadway width in excess of 26 feet, and has adequate capacity for any potential increases in truck traffic due to the expansion. Additionally,

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

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

#### HAMBLEN COUNTY COMMISSION PUBLIC GUIDELINES

Motion by Bobby Haun, seconded by Debbie A'Hearn to accept the Public Comment Guidelines as presented with the change of wording in item 2.the word boisterous to disruptive.

Motion by Mike Richardson, seconded by Joe Huntsman to add for Commission/Committee and Legislation Body Meetings.

#### Voting For:

Debbie A'Hearn

**Chris Cutshaw** 

**Thomas Doty** 

Stan Harville

**Bobby Haun** 

Tim Horner

Joe Huntsman

Peggy Howell

**Rodney Long** 

Mike Reed

Mike Richardson

Kyle Walker

Voting Against:

**Enda Greene** 

Absent:

Wayne NeSmith

Motion Passed.

13.a.1.

# 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.

OTE RESULTS		11 YES 2 NO 0 ABSTAIN 1	ABSENT
13.a. HAMBLEN COUNTY COMMISS for Commission Meetings - Item 2 Change "Boisterous" to "D	CHECKED OF STREET	LIC COMMENTS GUIDELINES  Passed By Majority V	ote
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
Miķe Reed	YES	Bobby Haun M	YES
Mike Richardson	YES	Tim Horner	YES
Kyle Walker	NO	Edna Greene	NO

Hamblen County Commission - February 23 2023 06:11:05 PM

February 23, 2023

**OpenMeeting** 

Motion by Tim Horner, seconded by Rodney Long to amend motion to also state No one is permitted to enter the well unless invited by the chairman 15minutes before the meeting and 15 minutes after the commission and committee meeting.

#### Voting For:

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

Voting Against: Enda Greene

Kyle Walker

Absent:

Wayne NeSmith

Motion Passed.

13.a.2

Motion by Enda Greene, seconded by Stan Harville to table the motions until March meeting until CTAS can give an opinion.

Voting For:

Enda Greene Kyle Walker

**Voting Against:** 

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

Absent: Wayne NeSmith

Motion Failed.

13.a.3

## **SIGN UP SHEET FOR PUBLIC COMMENTS SECTION**

Hamblen County Commission - February 23 2023 06:11:42 PM

February 23, 2023

Motion Bobby Haun, seconded by Rodney Long to require a Sign -up Sheet for Public Comments Section a. and b. If not on Sign -up sheet Name and Address should be stated at Podium at Commission Meetings.

VOTE RESULTS		12 YES	1 NO 0 ABSTAIN	1 ABSENT
13.b. SIGN-IN SHEET FOR P Item #2 a. and b If not on Sign-in Sheet Name			Passed By Majority	Vote
Joe Huntsman	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	М	YES
Mike Richardson	YES	Tim Horner		YES
Kyle Walker	YES	Edna Greene		NO

**OpenMeeting** 

#### **COMMITTEE MEETINGS**

Hamblen County Commission - February 23 2023 06:12:13 PM

February 23, 2023

Motion by Bobby Haun, seconded by Thomas Doty to allow 3 minutes per speaker per Committee for Public Comments.

VOTE RESULTS  13.c. Rules Review - Committee Meetings  3 Minutes per Speaker each Committee		11 YES 2 NO 0 ABSTAIN 1	ABSENT
		Passed By Majority Vo	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	NO	Edna Greene	ИО

**OpenMeeting** 

## **COMMITTEE MEETINGS**

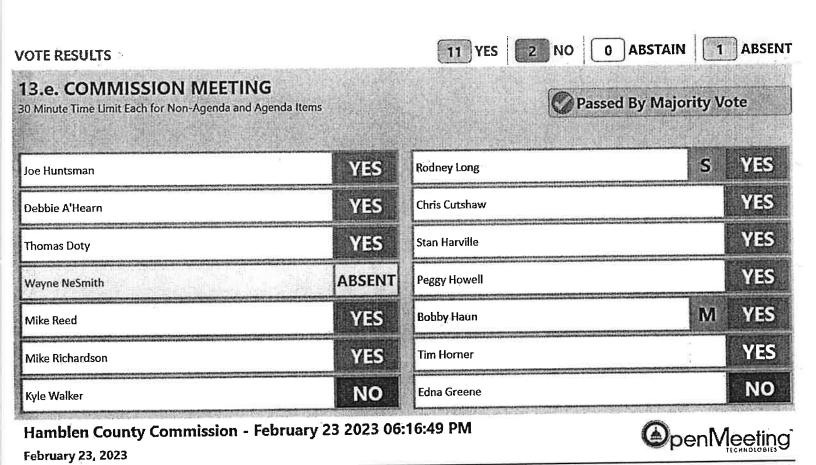
February 23, 2023

Motion by Bobby Haun, seconded by Thomas Doty to allow a total of 15 minutes per Committee for Public Comments.

VOTE RESULTS		10 YES 3 NO 0 ABSTAIN 1	ABSEN
13.d. Rules Review - Committee Meeting 15 Minute Time Limit per Committee for speakers		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	NO
Mike Reed	YES	Bobby Haun M	YES
Mike Richardson	YES	Tim Horner	YES
Kyle Walker	NO	Edna Greene	NO
Hamblen County Commission - February 2 February 23, 2023	3 2023 06:	14:56 PM	eeting

#### **COMMISSION MEETINGS**

Motion by Bobby Haun, seconded by Rodney Long to allow 30 minutes for Non- Agenda Items and 30 minutes for Agenda Items for Public Comments at Commission Meetings.



## **MONTHLY CHECKS MOVED**

Hamblen County Commission - February 23 2023 06:17:11 PM

February 23, 2023

Motion by Bobby Haun, seconded by Tim Horner to move the Monthly Checks presented to the Consent Calendar.

VOTE RESULTS		13 YES	0 NO 0	ABSTAIN	1	ABSENT
13.f. Monthly Checks Mov	ved to Consent Cale	ndar	Passe	d By Majo	rity V	ote .
Joe Huntsman	YES	Rodney Long				YES
Debbie A'Hearn	YES	Chris Cutshaw				YES
Thomas Doty	YES	Stan Harville		A DOMESTIC OF A STATE OF THE ST		YES
Wayne NeSmith	ABSENT	Peggy Howell		Activities and the second		YES
Mike Reed	YES	Bobby Haun			M	YES
Mike Richardson	YES	Tim Horner			S	YES
Kyle Walker	YES	Edria Greene				YES

**OpenMeeting** 

## **PERSONNEL COMMITTEE**

Motion by Bobby Haun, seconded by Kyle Walker to move the Education, Longevity and Military pay to the Consent Calendar.

VOTE RESULTS >		13 YES 0 NO 0 ABSTAIN 1	ABSENT
13.g. PERSONNEL CONNITTEE - I	EDUCATION,	LONGEVITY, MILITARY PAY ITEMS  Passed 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	YES
Kyle Walker	s YES	Edna Greene	YES

THEREUPON MEETING ADJOURNED 6:24 P.M.

Hamblen County Commission - February 23 2023 06:17:37 PM

February 23, 2023

**OpenMeeting**