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

DATE: May 8, 2023

TO: Hamblen County Legislative Body

FROM : Bill Brittain, Hamblen County Mayor

RE: **May 2023 Committee Meeting Information**

Monday, May 8, 2023, at 5:00 p.m.-Large Courtroom-Hamblen County Courthouse

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

Bill Brittain, *County Mayor*
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Return to Committee Cover

TENNESSEE
Hamblen County
SERVICE • COMMUNITY • INDUSTRY

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, May 8, 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*

5. **Items of Interest (No Action Necessary)** – *Chairman Tim Horner*
   a. Jail/Justice Center Project Expenditures as of April 30, 2023

6. **Adjournment** – *Chairman Tim Horner*

Return to Committee Cover

Hamblen County Government
Jail / Justice Center Project Expenditures
As of April 30, 2023

Category of Costs	Description	Amount		Total Per Category
Moseley Architects				
Paid Prior to FY2021	Phase I and II & Design & Construction Planning Phase	$ 943,700.00		
Paid in FY2021	Design & Construction Planning Phase	$ 699,828.51		
Paid in FY2022	Design & Construction Planning Phase	$ 3,114,662.02		
Paid in FY2023	Design & Construction Planning Phase	$ 385,275.44		
				$ 5,143,465.97
BurWil Construction				
Paid in FY2021	Project Management	$ 283,597.96		
Paid in FY2022	Project Management	$ 227,515.00		
Paid in FY2023	Project Management	$ 271,305.59		
				$ 782,418.55
Blaine Construction				
Paid in FY2022	Construction	$ 18,460,845.00		
Paid in FY2023	Construction	$ 21,728,851.16		
				$ 40,189,696.16
Entegrity Consulting				
Paid in FY2021	Commissioning Services	$ 3,294.00		
Paid in FY2022	Commissioning Services	$ 4,392.00		
Paid in FY2023	Commissioning Services	$ 3,074.40		
				$ 10,760.40
Property Acquisition				
Paid Prior to FY2021		$ 1,250,751.07		
Paid in FY2021		$ 895,659.17		
Paid in FY2022		$ 1,326.52		$ 2,147,736.76
Other Costs				
Paid Prior to FY2021	Site Preparation, Clearing, and Soil Testing and All Other Costs	$ 109,649.17		
Paid in FY2021	Site Preparation, Clearing, and 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			
	GEO Testing	$ 133,727.50	*	
9/29/2022	MUS - Tap & Impact Fees for Jail Connections	$ 54,000.00		
Paid in FY2023	Deacon Foodservice Solutions	$ 248,175.79		
1/12/2023	TN Dept of Enviornment & Conservation - Storm Water Annual Fee	$ 500.00		
				$ 838,134.46
	Total Expenditures on Jail / Justice Center Project			**$ 49,112,212.30**

Return to Committee Cover

TENNESSEE
Hamblen County
SERVICE • COMMUNITY • INDUSTRY

FINANCE COMMITTEE

Bobby Haun
Chairman

Thomas Doty
Vice-Chairman

Chris Cutshaw
Ex-Officio

Stan Harville
Member

Peggy Howell
Member

Joe Huntsman, Sr.
Member

Rodney Long
Member

Mike Reed
Member

Mike Richardson
Member

Hamblen County Government
FINANCE COMMITTEE

Monday, May 8, 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 – April 2023 (*Information Only-No Action Necessary*)
   b. Monthly Checks April 2023 (*Information Only-No Action Necessary)*

4. **Old Business** – *Chairman Bobby Haun*
   a. None

5. **New Business** – *Chairman Bobby Haun*
   a. TCRS Employer Contribution (ADC) Rate-*County Mayor Bill Brittain*
   b. Pharmaceutical Services Agreement between A&A Services, LLC, DBA Sav-RX Prescription Services and Hamblen County Government-*County Mayor Bill Brittain*
   c. Revised May 2023 Contract of Sale with County and Emergency Communications District-*County Mayor Bill Brittain*
   d. Resolution 23-__-A Resolution Authorizing the 2023-2024 Litter Grant Application-*County Mayor Bill Brittain*
   e. Resolution 23-__-A Resolution Authorizing the 2024 Bulletproof Vest Grant Application-*County Mayor Bill Brittain*
   f. Pay Increase for Highway Commissioners-*County Mayor Bill Brittain*
   g. Budget Amendments-*Finance Director-Amanda Hale*
      i. Hamblen County Board of Education Budget Amendment #7 Increase of $4,000,000-*HCBOE Business Supervisor Traci Antrican*
      ii. Hamblen County Board of Education Budget Amendment #8 Increase of $1,226,307.70-*HCBOE Business Supervisor Traci Antrican*
      iii. Fund #101 General Debt Service Fund $185,253
      iv. Fund #101 Public Safety $18,131
      v. Fund #131 Board and Committee Member Fees $700

6. **Items of Interest (No Action Necessary)** – *Chairman Bobby Haun*
   a. Planning Commission Building Permit Report- April 2023
   b. County Attorney Invoices -April 2023
   c. Budget Amendments
      i. Fund #101 Accounting and Budgeting $2,000
      ii. Fund #101 Administration of the Sexual Offender Registry $100
      iii. Fund #101 Data Processing $1,500
      iv. Fund #101 Drug Court $415
      v. Fund #101 Planning $500
   d. Trustee Report- April 1, 2023 – April 30, 2023

7. **Adjournment** – *Chairman Bobby Haun*

Return to Committee Cover

EXPENDITURE REPORTS

April 2023

Return to Committee Cover

EXPENSE SUMMARY REPORT

April 2022-2023

HAMBLEN COUNTY ACCOUNTS & BUDGETS

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
51100 County Commission	199,814.00	5,250.00	205,064.00	12,132.39	137,865.14	26,040.00	41,158.86	20.07%
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	3,600.00	248,961.00	19,085.58	193,875.24	3,876.81	51,208.95	20.57%
51400 County Attorney	31,303.00	0.00	31,303.00	1,375.16	13,679.83	0.00	17,623.17	56.30%
51500 Election Commission	387,210.00	2,400.00	389,610.00	30,272.95	291,237.51	1,568.84	96,803.65	24.85%
51600 Register Of Deeds	382,449.00	0.00	382,449.00	29,794.28	296,752.59	5,924.43	79,771.98	20.86%
51720 Planning	264,463.00	3,200.00	267,663.00	19,521.31	209,944.44	2,533.78	55,184.78	20.62%
51750 Codes Compliance	61,703.00	0.00	61,703.00	4,782.77	48,383.36	173.94	13,145.70	21.30%
51760 Geographical Information Systems	94,556.00	0.00	94,556.00	4,564.23	63,837.04	0.00	30,718.96	32.49%
51810 Other Facilities	919,606.00	0.00	919,606.00	67,071.48	682,083.32	34,022.79	203,499.89	22.13%
51910 Preservation Of Records	22,250.00	6,580.00	28,830.00	2,383.47	21,936.10	1,100.46	5,793.44	20.10%
52100 Accounting And Budgeting	524,677.00	0.00	524,677.00	33,760.52	348,375.68	2,104.52	174,196.80	33.20%
52300 Property Assessor's Office	377,604.00	0.00	377,604.00	30,167.51	297,229.51	274.75	80,099.74	21.21%
52310 Reappraisal Program	160,890.00	0.00	160,890.00	4,003.69	40,736.97	6,756.36	113,396.67	70.48%
52400 County Trustee's Office	398,117.00	5,000.00	403,117.00	31,147.33	321,266.03	3,618.85	78,232.12	19.41%
52500 County Clerk's Office	733,909.00	37,000.00	770,909.00	50,091.38	498,491.72	31,260.52	241,156.76	31.28%
52600 Data Processing	157,436.00	2,460.00	159,896.00	10,363.77	119,328.14	22,026.35	18,541.51	11.60%
52900 Other Finance	342,614.00	0.00	342,614.00	25,440.88	256,581.55	6,049.14	79,983.31	23.35%
53100 Circuit Court	988,337.00	0.00	988,337.00	71,143.47	730,086.21	8,687.81	249,562.98	25.25%
53300 General Sessions Court	658,905.00	7,720.00	666,625.00	49,518.49	473,757.69	985.73	191,881.58	28.78%
53330 Drug Court	144,829.00	150.00	144,979.00	11,018.24	109,658.70	927.84	34,392.46	23.72%
53400 Chancery Court	399,992.00	3,357.00	403,349.00	33,787.82	311,998.70	10,195.90	81,154.40	20.12%
53500 Juvenile Court	394,053.00	0.00	394,053.00	24,638.93	272,040.26	2,519.24	119,493.50	30.32%
53920 Courtroom Security	960,122.00	600.00	960,722.00	64,333.57	646,482.09	1,830.62	312,409.29	32.52%

EXPENSE SUMMARY REPORT

April 2022-2023

HAMBLEN COUNTY ACCOUNTS & BUDGETS

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
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	5,899.60	3,816,480.60	266,533.69	2,715,605.84	132,701.11	968,173.65	25.37%
54160 Administration Of The Sexual Offender	6,000.00	0.00	6,000.00	1,383.63	3,714.29	375.21	1,910.50	31.84%
54210 Jail	4,904,599.00	20,707.00	4,925,306.00	346,055.50	3,410,700.12	198,811.03	1,315,794.85	26.71%
54220 Workhouse	107,725.00	0.00	107,725.00	8,482.14	83,109.58	0.00	24,615.42	22.85%
54250 Work Release Program	332,560.00	0.00	332,560.00	16,298.67	257,486.11	3,096.32	71,977.57	21.64%
54310 Fire Prevention And Control	300,000.00	0.00	300,000.00	150,000.00	300,000.00	0.00	0.00	0.00%
54410 Civil Defense	118,289.00	0.00	118,289.00	10,597.76	86,727.81	3,939.50	27,621.69	23.35%
54490 Other Emergency Management	187,789.00	0.00	187,789.00	46,947.25	187,789.00	0.00	0.00	0.00%
54510 Inspection And Regulation	6,844.00	0.00	6,844.00	484.44	4,844.40	368.50	1,631.10	23.83%
54610 County Coroner/Medical Examiner	197,840.00	0.00	197,840.00	22,167.82	140,479.98	11,298.45	46,061.57	23.28%
54900 Other Public Safety	26,651.00	0.00	26,651.00	0.00	22,047.04	2,199.00	2,404.96	9.02%
55110 Local Health Center	885,067.00	0.00	885,067.00	63,675.49	504,500.86	5,901.00	374,665.14	42.33%
55120 Rabies And Animal Control	380,032.00	0.00	380,032.00	31,319.17	300,437.66	577.73	79,016.61	20.79%
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	2,800.00	0.00	2,700.00	49.09%
55390 Appropriation To State	115,233.00	0.00	115,233.00	115,233.00	115,233.00	0.00	0.00	0.00%
55520 Aid To Dependent Children	10,000.00	0.00	10,000.00	5,000.00	10,000.00	0.00	0.00	0.00%
55590 Other Local Welfare Services	27,500.00	0.00	27,500.00	12,500.00	25,170.00	0.00	2,330.00	8.47%
55710 Sanitation Management	19,000.00	0.00	19,000.00	0.00	5,454.20	0.00	13,545.80	71.29%
55900 Other Public Health And Welfare	95,000.00	0.00	95,000.00	0.00	68,251.07	0.00	26,748.93	28.16%
56100 Adult Activities	11,600.00	0.00	11,600.00	5,800.00	11,600.00	0.00	0.00	0.00%
56300 Senior Citizens Assistance	6,500.00	0.00	6,500.00	0.00	6,500.00	0.00	0.00	0.00%
56500 Libraries	329,500.00	0.00	329,500.00	77,850.00	311,400.00	0.00	18,100.00	5.49%

EXPENSE SUMMARY REPORT

April 2022-2023

HAMBLEN COUNTY ACCOUNTS & BUDGETS

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	11,005.00	344,143.00	21,050.83	232,555.52	7,912.66	103,674.82	30.13%
56900 Other Social, Cultural And Recreational	351,000.00	0.00	351,000.00	157,500.00	351,000.00	0.00	0.00	0.00%
57100 Agricultural Extension Service	179,893.00	3,843.00	183,736.00	1,402.32	93,472.85	0.00	90,263.15	49.13%
57300 Forest Service	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	0.00	0.00%
57500 Soil Conservation	54,458.00	0.00	54,458.00	4,343.70	43,913.31	0.00	10,544.69	19.36%
57800 Storm Water Management	35,460.00	0.00	35,460.00	212.50	16,798.21	7,920.00	10,741.79	30.29%
58110 Tourism	54,700.00	0.00	54,700.00	13,250.00	52,158.39	0.00	2,541.61	4.65%
58120 Industrial Development	641,000.00	0.00	641,000.00	40,500.00	572,794.05	0.00	68,205.95	10.64%
58300 Veterans' Services	35,380.00	0.00	35,380.00	2,655.36	26,873.03	0.00	8,506.97	24.04%
58600 Employee Benefits	709,785.00	-5,000.00	704,785.00	514.34	570,528.65	0.00	134,256.35	19.05%
58900 Miscellaneous	305,404.00	0.00	305,404.00	0.00	270,159.50	0.00	35,244.50	11.54%
73300 Community Services	6,000.00	0.00	6,000.00	0.00	5,000.00	0.00	1,000.00	16.67%
91110 General Administration Projects	255,000.00	418,050.00	673,050.00	3,251.19	133,682.29	461,258.00	78,109.71	11.61%
91120 Administration Of Justice Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
91130 Public Safety Projects	174,557.00	71,678.00	246,235.00	0.00	208,620.80	0.00	37,614.20	15.28%
91140 Public Health And Welfare Projects	0.00	1,830,000.00	1,830,000.00	0.00	1,830,000.00	0.00	0.00	0.00%
91150 Social, Cultural And Recreation Projects	0.00	25,175.00	25,175.00	0.00	15,500.00	0.00	9,675.00	38.43%
91190 Other General Government Proje	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
91200 Highway And Street Capital Projects	0.00	350,000.00	350,000.00	0.00	0.00	0.00	350,000.00	100.00%
99100 Transfers Out	211,400.00	1,103,818.18	1,315,218.18	43,261.42	904,661.42	0.00	410,556.76	31.22%
General Fund #(101)	24,092,735.00	3,912,492.78	28,005,227.78	2,098,669.44	20,293,196.80	1,008,837.19	6,703,193.79	23.94%

EXPENSE SUMMARY REPORT

April 2022-2023

HAMBLEN COUNTY ACCOUNTS & BUDGETS

116 Sanitation

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	693,224.53	4,312,795.53	235,030.31	2,376,279.22	213,710.80	1,722,805.51	39.95%
99100 Transfers Out	20,100.00	52,363.64	72,463.64	0.00	20,100.00	0.00	52,363.64	72.26%
Solid Waste/Sanitation Fund #(116)	3,639,671.00	745,588.17	4,385,259.17	235,030.31	2,396,379.22	213,710.80	1,775,169.15	40.48%

EXPENSE SUMMARY REPORT

April 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	26,757.23	372,191.18	3,619.05	95,711.77	20.30%
62000 Highway And Bridge Maintenance	1,977,365.00	75,000.00	2,052,365.00	154,305.55	1,434,585.69	89,716.53	528,062.78	25.73%
63100 Operation And Maintenance Of Equipment	453,679.00	64,000.00	517,679.00	27,385.87	391,377.62	57,533.14	68,768.24	13.28%
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	486,433.75	1,589,433.75	0.00	954,977.09	157,892.00	476,564.66	29.98%
99100 Transfers Out	28,500.00	61,090.91	89,590.91	0.00	28,500.00	0.00	61,090.91	68.19%
Highway/Public Works Fund (#131)	4,058,791.00	686,524.66	4,745,315.66	208,448.65	3,196,350.58	308,760.72	1,240,204.36	26.14%

MONTHLY CHECKS

April 2023

Return to Committee Cover

COMMISSION APPROVAL LISTING

Date/Time: 5/1/2023 8:32:52 AM

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
51100	355	Travel	04/06/2023	1010276396	HomeTrust Bank	234.64
51100	599	Other Charges	04/13/2023	1010276437	Citizen Tribune	20.61
51100		**County Commission**			**Check Count: 2**	**Total: 255.25**
51300	307	Communication	04/06/2023	1010276392	Century Link/Business Services	25.98
51300	307	Communication	04/13/2023	1010276428	AT&T	90.00
51300	307	Communication	04/21/2023	1010276500	At&T Mobility/Nsoro, Llc	5.32
51300	348	Postal Charges	04/27/2023	1010276540	Pitney Bowes	481.37
51300	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	218.25
51300	355	Travel	04/06/2023	1010276394	Fuelman	25.69
51300	355	Travel	04/06/2023	1010276396	HomeTrust Bank	267.49
51300	599	Other Charges	04/06/2023	1010276413	South Marketing Group	650.00
51300	599	Other Charges	04/13/2023	1010276444	English Mountain Spring Water	14.00
51300		**County Mayor/Executive**			**Check Count: 9**	**Total: 1,778.10**
51400	331	Legal Services	04/06/2023	1010276387	Anderson Busby PLLC	150.00
51400	331	Legal Services	04/06/2023	1010276390	Capps & Byrd LLP	1,027.50
51400	331	Legal Services	04/13/2023	1010276474	Taylor Law Firm	90.00
51400		**County Attorney**			**Check Count: 3**	**Total: 1,267.50**
51500	307	Communication	04/06/2023	1010276392	Century Link/Business Services	0.04
51500	307	Communication	04/27/2023	1010276556	Robert Tucker	23.87
51500	334	Maintenance Agreements	04/13/2023	1010276443	EasyVote Solutions LLC	2,500.00
51500	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	71.24
51500	435	Office Supplies	04/06/2023	1010276396	HomeTrust Bank	529.51
51500	435	Office Supplies	04/13/2023	1010276444	English Mountain Spring Water	41.50
51500	435	Office Supplies	04/27/2023	1010276514	A. Rifkin Co.	1,956.06
51500	719	Office Equipment	04/06/2023	1010276396	HomeTrust Bank	1,198.00

Return to Committee Cover

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
51500	719	Office Equipment	04/27/2023	1010276532	Inclusion Solutions	4,949.00
51500		**Election Commission**			**Check Count: 8 Total:**	**11,269.22**
51600	307	Communication	04/06/2023	1010276392	Century Link/Business Services	0.76
51600	709	Data Processing Equipment	04/13/2023	1010276432	Business Information Systems	1,284.10
51600		**Register Of Deeds**			**Check Count: 2 Total:**	**1,284.86**
51720	307	Communication	04/06/2023	1010276392	Century Link/Business Services	5.66
51720	307	Communication	04/06/2023	1010276424	Verizon Wireless	102.00
51720	307	Communication	04/21/2023	1010276500	At&T Mobility/Nsoro, Llc	15.96
51720	331	Legal Services	04/06/2023	1010276390	Capps & Byrd LLP	97.50
51720	332	Legal Notices, Recording And Court Costs	04/27/2023	1010276523	Citizen Tribune	41.93
51720	338	Maintenance And Repair Services - Vehicles	04/13/2023	1010276480	Ultimate Shine Car Wash	15.00
51720	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	59.33
51720	425	Gasoline	04/06/2023	1010276394	Fuelman	121.88
51720		**Planning**			**Check Count: 8 Total:**	**459.26**
51760	435	Office Supplies	04/06/2023	1010276396	HomeTrust Bank	139.99
51760		**Geographical Information Systems**			**Check Count: 1 Total:**	**139.99**
51810	307	Communication	04/06/2023	1010276424	Verizon Wireless	0.25
51810	307	Communication	04/13/2023	1010276428	AT&T	487.05
51810	307	Communication	04/13/2023	1010276429	AT&T	35.19
51810	307	Communication	04/21/2023	1010276500	At&T Mobility/Nsoro, Llc	38.74
51810	307	Communication	04/27/2023	1010276535	MetTel	1,411.61
51810	307	Communication	04/27/2023	1010276550	Telecom Audit Group LLC	1,180.60
51810	334	Maintenance Agreements	04/06/2023	1010276404	Murrell Burglar Alarm Co Inc	116.00
51810	334	Maintenance Agreements	04/06/2023	1010276421	United Elevator Services LLC	2,017.48

Return to Committee Cover

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
51810	334	Maintenance Agreements	04/13/2023	1010276448	GFL Environmental Holdings, Inc	198.02
51810	334	Maintenance Agreements	04/27/2023	1010276553	TN Dept Of Labor Workforce Development	120.00
51810	335	Maintenance And Repair Service - Buildings	04/06/2023	1010276396	HomeTrust Bank	92.94
51810	335	Maintenance And Repair Service - Buildings	04/06/2023	1010276399	Lowe's	261.52
51810	335	Maintenance And Repair Service - Buildings	04/06/2023	1010276407	Quality Waste	411.72
51810	335	Maintenance And Repair Service - Buildings	04/06/2023	1010276414	T.E.G. Enterprises, Inc	285.00
51810	335	Maintenance And Repair Service - Buildings	04/13/2023	1010276426	A-1 Equipment Rental	550.00
51810	335	Maintenance And Repair Service - Buildings	04/27/2023	1010276515	Access Unlimited	4.00
51810	335	Maintenance And Repair Service - Buildings	04/27/2023	1010276524	Ricky S Coffey	150.00
51810	335	Maintenance And Repair Service - Buildings	04/27/2023	1010276528	Fenco Supply Co	33.63
51810	335	Maintenance And Repair Service - Buildings	04/27/2023	1010276549	T.E.G. Enterprises, Inc	285.00
51810	336	Maintenance And Repair Services - Equipment	04/06/2023	1010276405	NAPA Auto Parts Of Morristown	45.97
51810	336	Maintenance And Repair Services - Equipment	04/13/2023	1010276459	Lane Sales Power Equipment	187.18
51810	338	Maintenance And Repair Services - Vehicles	04/13/2023	1010276480	Ultimate Shine Car Wash	45.00
51810	399	Other Contracted Services	04/13/2023	1010276444	English Mountain Spring Water	36.00
51810	410	Custodial Supplies	04/27/2023	1010276561	Walmart Community BRC	656.02
51810	415	Electricity	04/06/2023	1010276402	Morristown Utilities	1,942.00
51810	415	Electricity	04/27/2023	1010276536	Morristown Utilities	23,757.00
51810	425	Gasoline	04/06/2023	1010276394	Fuelman	413.11
51810	434	Natural Gas	04/21/2023	1010276501	Atmos Energy	2,440.24
51810	717	Maintenance Equipment	04/06/2023	1010276396	HomeTrust Bank	62.90
51810	717	Maintenance Equipment	04/13/2023	1010276459	Lane Sales Power Equipment	399.00
51810		**Other Facilities**			**Check Count: 28** **Total:**	**37,663.17**
51910	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	60.91
51910	435	Office Supplies	04/27/2023	1010276529	Gaylord Bros	987.12
51910		**Preservation Of Records**			**Check Count: 2** **Total:**	**1,048.03**

Return to Committee Cover

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
52100	435	Office Supplies	04/06/2023	1010276396	HomeTrust Bank	31.43
52100	524	In Service/Staff Development	04/13/2023	1010276451	Grant Writing USA	990.00
52100	524	In Service/Staff Development	04/27/2023	1010276534	Lakeway HR Mgmt Assn	100.00
52100		**Accounting And Budgeting**			**Check Count: 3**	**Total: 1,121.43**
52300	307	Communication	04/06/2023	1010276392	Century Link/Business Services	1.63
52300	338	Maintenance And Repair Services - Vehicles	04/13/2023	1010276480	Ultimate Shine Car Wash	30.00
52300	425	Gasoline	04/06/2023	1010276394	Fuelman	302.52
52300	435	Office Supplies	04/13/2023	1010276444	English Mountain Spring Water	93.25
52300		**Property Assessor's Office**			**Check Count: 4**	**Total: 427.40**
52310	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	59.31
52310		**Reappraisal Program**			**Check Count: 1**	**Total: 59.31**
52400	348	Postal Charges	04/13/2023	1010276481	United States Postal Service	194.00
52400	349	Printing, Stationery And Forms	04/13/2023	1010276441	DuBose Graphics	717.00
52400	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	63.59
52400	355	Travel	04/21/2023	9101000245	Randall Scotty Long	117.90
52400	435	Office Supplies	04/13/2023	1010276444	English Mountain Spring Water	28.50
52400	719	Office Equipment	04/27/2023	1010276546	SOS Computers, LLC	3,231.52
52400		**County Trustee's Office**			**Check Count: 6**	**Total: 4,352.51**
52500	307	Communication	04/06/2023	1010276392	Century Link/Business Services	8.19
52500	307	Communication	04/21/2023	1010276500	At&T Mobility/Nsoro, Llc	0.31
52500	334	Maintenance Agreements	04/13/2023	1010276432	Business Information Systems	165.00
52500	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	66.95
52500	435	Office Supplies	04/13/2023	1010276444	English Mountain Spring Water	43.00
52500		**County Clerk's Office**			**Check Count: 5**	**Total: 283.45**

Return to Committee Cover

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
52600	307	Communication	04/21/2023	1010276500	At&T Mobility/Nsoro, Llc	5.32
52600	312	Contracts With Private Agencies	04/06/2023	1010276388	AutoElevate	308.70
52600	312	Contracts With Private Agencies	04/13/2023	1010276447	Foothills Netcom, Inc.	597.50
52600	312	Contracts With Private Agencies	04/21/2023	1010276505	Foothills Netcom, Inc.	95.00
52600	312	Contracts With Private Agencies	04/21/2023	1010276510	MUS Fibernet	358.98
52600	317	Data Processing Services	04/21/2023	1010276510	MUS Fibernet	683.20
52600	317	Data Processing Services	04/27/2023	1010276530	GovConnection, Inc.	1,815.79
52600	709	Data Processing Equipment	04/06/2023	1010276396	HomeTrust Bank	344.99
52600	709	Data Processing Equipment	04/13/2023	1010276450	GovConnection, Inc.	220.60
52600	709	Data Processing Equipment	04/21/2023	1010276500	At&T Mobility/Nsoro, Llc	12.87
52600		**Data Processing**			**Check Count: 8** **Total:**	**4,442.95**
52900	307	Communication	04/06/2023	1010276392	Century Link/Business Services	3.13
52900	307	Communication	04/13/2023	1010276428	AT&T	210.02
52900	307	Communication	04/27/2023	1010276554	TN Dept of Safety & Homeland Security	126.00
52900	330	Operating Lease Payments	04/06/2023	1010276410	Mark Sawyer	2,100.00
52900	335	Maintenance And Repair Service - Buildings	04/13/2023	1010276445	Fish Window Cleaning	30.00
52900	351	Rentals	04/06/2023	1010276407	Quality Waste	26.75
52900	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	46.57
52900	415	Electricity	04/06/2023	1010276402	Morristown Utilities	797.00
52900	435	Office Supplies	04/06/2023	1010276389	Business Information Systems	264.00
52900	435	Office Supplies	04/06/2023	1010276396	HomeTrust Bank	40.73
52900	435	Office Supplies	04/13/2023	1010276444	English Mountain Spring Water	22.00
52900		**Other Finance**			**Check Count: 11** **Total:**	**3,666.20**
53100	307	Communication	04/06/2023	1010276392	Century Link/Business Services	10.10
53100	307	Communication	04/13/2023	1010276428	AT&T	38.97
53100	307	Communication	04/21/2023	1010276500	At&T Mobility/Nsoro, Llc	5.32

Return to Committee Cover

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
53100	348	Postal Charges	04/27/2023	1010276540	Pitney Bowes	199.18
53100	349	Printing, Stationery And Forms	04/13/2023	1010276471	Shred-It	14.00
53100	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	342.74
53100	435	Office Supplies	04/06/2023	1010276396	HomeTrust Bank	24.98
53100	435	Office Supplies	04/13/2023	1010276430	Big M Janitorial	54.00
53100	435	Office Supplies	04/13/2023	1010276460	Local Government Corporation	60.00
53100	435	Office Supplies	04/13/2023	1010276469	Pocket Press, LLC	299.85
53100		**Circuit Court**			**Check Count: 10** **Total:**	**1,049.14**
53300	307	Communication	04/06/2023	1010276392	Century Link/Business Services	2.82
53300	320	Dues And Memberships	04/13/2023	1010276476	TN Bar Association	295.00
53300	320	Dues And Memberships	04/27/2023	9101000246	Wayne Douglas Collins	409.16
53300	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	58.50
53300	355	Travel	04/21/2023	1010276513	Lane Wolfenbarger	69.43
53300	399	Other Contracted Services	04/27/2023	9101000249	Blake E Sempkowski	409.16
53300	435	Office Supplies	04/06/2023	1010276396	HomeTrust Bank	30.87
53300	435	Office Supplies	04/13/2023	1010276444	English Mountain Spring Water	50.00
53300	709	Data Processing Equipment	04/13/2023	1010276434	CDW Government, Inc	425.69
53300		**General Sessions Court**			**Check Count: 9** **Total:**	**1,750.63**
53330	307	Communication	04/06/2023	1010276392	Century Link/Business Services	0.03
53330	307	Communication	04/06/2023	1010276424	Verizon Wireless	0.20
53330	307	Communication	04/13/2023	1010276428	AT&T	21.84
53330	307	Communication	04/21/2023	1010276500	At&T Mobility/Nsoro, Llc	0.61
53330	322	Evaluation And Testing	04/27/2023	1010276516	Allard Consulting	1,000.00
53330	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	70.15
53330	355	Travel	04/06/2023	1010276394	Fuelman	48.71
53330	368	Drug Treatment	04/06/2023	1010276408	Recovery Resources TN	445.00

Return to Committee Cover

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
53330	499	Other Supplies And Materials	04/06/2023	1010276396	HomeTrust Bank	86.00
53330		**Drug Court**			**Check Count: 9** **Total:**	**1,672.54**
53400	307	Communication	04/06/2023	1010276392	Century Link/Business Services	5.98
53400	307	Communication	04/13/2023	1010276428	AT&T	21.84
53400	334	Maintenance Agreements	04/27/2023	1010276520	Catalis Payments	1,050.00
53400	348	Postal Charges	04/21/2023	1010276503	County Record Services, LLC	4,200.00
53400	349	Printing, Stationery And Forms	04/06/2023	1010276419	Tops Business Systems	284.67
53400	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	96.79
53400	435	Office Supplies	04/06/2023	1010276391	CDW Government, Inc	83.69
53400	435	Office Supplies	04/13/2023	1010276444	English Mountain Spring Water	36.00
53400		**Chancery Court**			**Check Count: 8** **Total:**	**5,778.97**
53500	307	Communication	04/06/2023	1010276392	Century Link/Business Services	1.08
53500	307	Communication	04/21/2023	1010276500	At&T Mobility/Nsoro, Llc	21.30
53500	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	86.94
53500	422	Food Supplies	04/13/2023	1010276444	English Mountain Spring Water	35.00
53500	425	Gasoline	04/06/2023	1010276394	Fuelman	41.85
53500	524	In Service/Staff Development	04/13/2023	1010276475	Claude Thompson JR	405.00
53500		**Juvenile Court**			**Check Count: 6** **Total:**	**591.17**
53920	451	Uniforms	04/13/2023	1010276479	TruBlu Tactical Police Supply	920.85
53920	524	In Service/Staff Development	04/06/2023	1010276395	Hillbilly's Cabin Restaurant	3,000.00
53920	716	Law Enforcement Equipment	04/06/2023	1010276396	HomeTrust Bank	75.66
53920		**Courtroom Security**			**Check Count: 3** **Total:**	**3,996.51**
54110	307	Communication	04/06/2023	1010276392	Century Link/Business Services	57.96
54110	307	Communication	04/06/2023	1010276424	Verizon Wireless	1,915.98

Return to Committee Cover

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
54110	307	Communication	04/13/2023	1010276428	AT&T	437.68
54110	338	Maintenance And Repair Services - Vehicles	04/06/2023	1010276393	Kenny Drinnon	811.17
54110	338	Maintenance And Repair Services - Vehicles	04/06/2023	1010276401	Morristown Signs, Inc	2,340.00
54110	338	Maintenance And Repair Services - Vehicles	04/06/2023	1010276423	Valvoline, Inc.	563.92
54110	338	Maintenance And Repair Services - Vehicles	04/13/2023	1010276440	Jennifer Jolynn Dolan	34.24
54110	338	Maintenance And Repair Services - Vehicles	04/13/2023	1010276480	Ultimate Shine Car Wash	530.00
54110	348	Postal Charges	04/06/2023	1010276396	HomeTrust Bank	14.50
54110	348	Postal Charges	04/27/2023	1010276540	Pitney Bowes	199.18
54110	349	Printing, Stationery And Forms	04/27/2023	1010276541	R Chatfield Co, Inc	220.00
54110	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	88.00
54110	351	Rentals	04/13/2023	1010276473	T.E.G. Enterprises, Inc	85.00
54110	355	Travel	04/06/2023	1010276396	HomeTrust Bank	543.38
54110	355	Travel	04/06/2023	9101000244	Trevor Lee Snowden	147.50
54110	355	Travel	04/27/2023	9101000247	Bradley C Gilmer	324.50
54110	355	Travel	04/27/2023	9101000248	Christopher Sanner	324.50
54110	399	Other Contracted Services	04/06/2023	1010276420	Transunion Risk & Alternative	93.80
54110	425	Gasoline	04/06/2023	1010276394	Fuelman	10,923.92
54110	431	Law Enforcement Supplies	04/06/2023	1010276396	HomeTrust Bank	756.67
54110	433	Lubricants	04/06/2023	1010276423	Valvoline, Inc.	374.85
54110	435	Office Supplies	04/06/2023	1010276396	HomeTrust Bank	205.77
54110	435	Office Supplies	04/27/2023	1010276541	R Chatfield Co, Inc	110.00
54110	451	Uniforms	04/21/2023	1010276506	Galls, LLC	685.00
54110	499	Other Supplies And Materials	04/06/2023	1010276386	Acme Printing Company, Inc	245.00
54110	524	In Service/Staff Development	04/06/2023	1010276396	HomeTrust Bank	550.00
54110	599	Other Charges	04/06/2023	1010276396	HomeTrust Bank	220.99
54110	599	Other Charges	04/13/2023	1010276444	English Mountain Spring Water	14.00
54110	599	Other Charges	04/21/2023	1010276508	Hamblen County Clerk	13.00

Return to Committee Cover

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
54110	599	Other Charges	04/27/2023	1010276522	Cherokee Boat Dock LLC	100.00
54110	599	Other Charges	04/27/2023	1010276545	Shred-It	21.00
54110	599	Other Charges	04/27/2023	1010276561	Walmart Community BRC	184.32
54110		**Sheriff's Department**			**Check Count: 25 Total:**	**23,135.83**
54160	309	Contracts With Government Agencies	04/13/2023	1010276477	TN Bureau Of Investigation	1,250.00
54160	435	Office Supplies	04/06/2023	1010276396	HomeTrust Bank	133.63
54160		**Administration Of The Sexual Offender**			**Check Count: 2 Total:**	**1,383.63**
54210	322	Evaluation And Testing	04/13/2023	1010276464	Mountain Crest Psychological Clinic	650.00
54210	334	Maintenance Agreements	04/27/2023	1010276547	South Western Comm, Inc	4,780.00
54210	335	Maintenance And Repair Service - Buildings	04/06/2023	1010276399	Lowe's	396.04
54210	335	Maintenance And Repair Service - Buildings	04/13/2023	1010276438	Cumberland Glass Company LLC	35.00
54210	335	Maintenance And Repair Service - Buildings	04/13/2023	1010276470	Relief Septic Repair & Service Inc.	900.00
54210	335	Maintenance And Repair Service - Buildings	04/27/2023	1010276517	Jeremy S Barnes	400.00
54210	335	Maintenance And Repair Service - Buildings	04/27/2023	1010276560	Bill Waddell	325.00
54210	336	Maintenance And Repair Services - Equipment	04/06/2023	1010276409	REM Company Inc.	457.75
54210	340	Medical And Dental Services	04/13/2023	1010276462	Morristown-Hamblen Hospital	17.57
54210	340	Medical And Dental Services	04/13/2023	1010276483	University Of TN Medical Center	2,278.75
54210	340	Medical And Dental Services	04/13/2023	1010276484	Vista Radiology	674.40
54210	340	Medical And Dental Services	04/21/2023	1010276509	Mobile Images Acquisition LLC	1,030.00
54210	340	Medical And Dental Services	04/21/2023	1010276511	Southern Health Partners	55,328.41
54210	340	Medical And Dental Services	04/27/2023	1010276526	Emergency Coverage Corporation	368.83
54210	340	Medical And Dental Services	04/27/2023	1010276537	Morristown-Hamblen Hospital	12,091.39
54210	340	Medical And Dental Services	04/27/2023	1010276548	Southeastern Emergency Physicians	114.86
54210	340	Medical And Dental Services	04/27/2023	1010276558	University Of TN Medical Center	638.98
54210	351	Rentals	04/13/2023	1010276473	T.E.G. Enterprises, Inc	150.00
54210	410	Custodial Supplies	04/06/2023	1010276407	Quality Waste	251.45

Return to Committee Cover

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
54210	410	Custodial Supplies	04/13/2023	1010276436	Chem Clean Systems LLC	3,549.62
54210	422	Food Supplies	04/13/2023	1010276446	Food City	201.90
54210	422	Food Supplies	04/27/2023	1010276555	Trinity Services Group, Inc.	26,728.33
54210	435	Office Supplies	04/06/2023	1010276396	HomeTrust Bank	79.92
54210	435	Office Supplies	04/06/2023	1010276398	Law Enforcement Systems, Inc	78.00
54210	435	Office Supplies	04/27/2023	1010276561	Walmart Community BRC	402.60
54210	441	Prisoners Clothing	04/13/2023	1010276431	Bob Barker Company, Inc	7,649.09
54210	441	Prisoners Clothing	04/27/2023	1010276518	Bob Barker Company, Inc	807.84
54210	451	Uniforms	04/21/2023	1010276506	Galls, LLC	0.00
54210	599	Other Charges	04/06/2023	1010276411	Shred-It	21.00
54210	599	Other Charges	04/13/2023	1010276433	Canon Solutions America, Inc	101.74
54210	599	Other Charges	04/21/2023	1010276502	Bob Barker Company, Inc	2,466.45
54210	710	Food Service Equipment	04/13/2023	1010276431	Bob Barker Company, Inc	304.00
54210	716	Law Enforcement Equipment	04/06/2023	1010276400	Med Express, Inc	614.25
54210	716	Law Enforcement Equipment	04/21/2023	1010276506	Galls, LLC	1,875.48
54210	790	Other Equipment	04/13/2023	1010276431	Bob Barker Company, Inc	740.72
54210	790	Other Equipment	04/21/2023	1010276502	Bob Barker Company, Inc	442.90
54210		**Jail**			**Check Count: 32** **Total:**	**126,952.27**
54250	307	Communication	04/06/2023	1010276392	Century Link/Business Services	5.25
54250	307	Communication	04/21/2023	1010276500	At&T Mobility/Nsoro, Llc	0.90
54250	338	Maintenance And Repair Services - Vehicles	04/06/2023	1010276405	NAPA Auto Parts Of Morristown	41.40
54250	338	Maintenance And Repair Services - Vehicles	04/13/2023	1010276480	Ultimate Shine Car Wash	30.00
54250	399	Other Contracted Services	04/21/2023	1010276512	Stepping Out Ministries	210.00
54250	425	Gasoline	04/06/2023	1010276394	Fuelman	380.93
54250	499	Other Supplies And Materials	04/06/2023	1010276396	HomeTrust Bank	58.97
54250	499	Other Supplies And Materials	04/13/2023	1010276461	Morristown Signs, Inc	200.42

Return to Committee Cover

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
54250		**Work Release Program**			**Check Count: 8 Total:**	**927.87**
54310	316	Contributions	04/13/2023	1010276486	East Hamblen County VFD	37,500.00
54310	316	Contributions	04/13/2023	1010276492	North Hamblen County VFD	37,500.00
54310	316	Contributions	04/13/2023	1010276495	South Hamblen County VFD	37,500.00
54310	316	Contributions	04/13/2023	1010276497	West Hamblen County VFD	37,500.00
54310		**Fire Prevention And Control**			**Check Count: 4 Total:**	**150,000.00**
54410	307	Communication	04/06/2023	9101000241	Chris E Bell	56.00
54410	338	Maintenance And Repair Services - Vehicles	04/06/2023	1010276396	HomeTrust Bank	58.60
54410	338	Maintenance And Repair Services - Vehicles	04/27/2023	1010276543	Roger Yount's Body Shop	1,603.40
54410	355	Travel	04/21/2023	1010276504	Emergency Management Association of Tennessee	500.00
54410	425	Gasoline	04/06/2023	1010276394	Fuelman	322.36
54410	451	Uniforms	04/27/2023	1010276544	Screen Designs By Sheila	47.00
54410	599	Other Charges	04/06/2023	1010276396	HomeTrust Bank	124.86
54410	599	Other Charges	04/06/2023	1010276424	Verizon Wireless	34.00
54410	599	Other Charges	04/13/2023	1010276446	Food City	19.96
54410	599	Other Charges	04/21/2023	1010276500	At&T Mobility/Nsoro, Llc	37.24
54410		**Civil Defense**			**Check Count: 9 Total:**	**2,803.42**
54490	316	Contributions	04/13/2023	1010276453	Hamblen County E.C.D. / 911	46,947.25
54490		**Other Emergency Management**			**Check Count: 1 Total:**	**46,947.25**
54610	307	Communication	04/06/2023	1010276424	Verizon Wireless	-71.64
54610	307	Communication	04/21/2023	1010276500	At&T Mobility/Nsoro, Llc	186.20
54610	312	Contracts With Private Agencies	04/13/2023	1010276439	Dockery Funeral Home Inc	250.00
54610	312	Contracts With Private Agencies	04/13/2023	1010276458	Knox County Medical Examiner	15,200.00
54610	312	Contracts With Private Agencies	04/13/2023	1010276465	National Medical Services, Inc.	266.00

Return to Committee Cover

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
54610	312	Contracts With Private Agencies	04/27/2023	1010276533	Teresa A. Kreceman	750.00
54610	399	Other Contracted Services	04/06/2023	1010276397	Amanda Beth Hopkins	300.00
54610	399	Other Contracted Services	04/06/2023	1010276406	David Wayne Purkey	600.00
54610	399	Other Contracted Services	04/06/2023	1010276416	Tom C Thompson MD	2,208.33
54610	399	Other Contracted Services	04/13/2023	1010276449	Todd E Giles	450.00
54610	399	Other Contracted Services	04/13/2023	1010276455	Jeffrey E. Holt	225.00
54610	399	Other Contracted Services	04/13/2023	1010276456	Steven Landon Holt	630.00
54610	399	Other Contracted Services	04/13/2023	1010276468	Jimmy W Peoples	675.00
54610	399	Other Contracted Services	04/13/2023	1010276475	Claude Thompson JR	405.00
54610	413	Drugs And Medical Supplies	04/06/2023	1010276396	HomeTrust Bank	93.93
54610		**County Coroner/Medical Examiner**			**Check Count: 15** **Total:**	**22,167.82**
55110	207	Medical Insurance	04/13/2023	1010276477	TN Bureau Of Investigation	29.00
55110	307	Communication	04/06/2023	1010276392	Century Link/Business Services	61.15
55110	307	Communication	04/13/2023	1010276428	AT&T	89.77
55110	328	Janitorial Services	04/06/2023	1010276418	TMA Services, LLC	1,500.00
55110	335	Maintenance And Repair Service - Buildings	04/27/2023	1010276519	Briscall Electric Inc	345.00
55110	351	Rentals	04/13/2023	1010276433	Canon Solutions America, Inc	17.15
55110	355	Travel	04/06/2023	1010276417	Michelle A Tipton	121.18
55110	355	Travel	04/06/2023	9101000242	Janice D Messer	1,127.91
55110	355	Travel	04/06/2023	9101000243	Kim Smith	79.26
55110	435	Office Supplies	04/27/2023	1010276525	Custom Printing	25.00
55110	435	Office Supplies	04/27/2023	1010276527	English Mountain Coffee	150.00
55110	435	Office Supplies	04/27/2023	1010276561	Walmart Community BRC	331.82
55110	452	Utilities	04/27/2023	1010276536	Morristown Utilities	1,175.00
55110		**Local Health Center**			**Check Count: 13** **Total:**	**5,052.24**
55120	307	Communication	04/06/2023	1010276424	Verizon Wireless	68.00

Return to Committee Cover

ACCT	OB	Name	Date	Check Nbr	Description			Amount Paid
Fund: General Fund #(101)								
55120	307	Communication	04/21/2023	1010276500	At&T Mobility/Nsoro, Llc			10.64
55120	312	Contracts With Private Agencies	04/06/2023	1010276403	Morristown-Hamblen Humane Soc			20,000.00
55120	338	Maintenance And Repair Services - Vehicles	04/06/2023	1010276412	Sonny's Auto Repair			281.92
55120	338	Maintenance And Repair Services - Vehicles	04/13/2023	1010276472	Sonny's Auto Repair			434.89
55120	338	Maintenance And Repair Services - Vehicles	04/13/2023	1010276480	Ultimate Shine Car Wash			30.00
55120	425	Gasoline	04/06/2023	1010276394	Fuelman			486.86
55120		**Rabies And Animal Control**			**Check Count:**	**7**	**Total:**	**21,312.31**
55390	316	Contributions	04/13/2023	1010276496	State Of Tn-Dept Of Health			115,233.00
55390		**Appropriation To State**			**Check Count:**	**1**	**Total:**	**115,233.00**
55520	316	Contributions	04/13/2023	1010276493	SafeSpace, Inc.			5,000.00
55520		**Aid To Dependent Children**			**Check Count:**	**1**	**Total:**	**5,000.00**
55590	316	Contributions	04/13/2023	1010276491	Morristown-Hamblen Childcare			12,500.00
55590		**Other Local Welfare Services**			**Check Count:**	**1**	**Total:**	**12,500.00**
56100	316	Contributions	04/13/2023	1010276494	Senior Citizens Center			5,800.00
56100		**Adult Activities**			**Check Count:**	**1**	**Total:**	**5,800.00**
56500	316	Contributions	04/13/2023	1010276463	Morristown-Hamblen Library			77,850.00
56500		**Libraries**			**Check Count:**	**1**	**Total:**	**77,850.00**
56700	307	Communication	04/21/2023	1010276500	At&T Mobility/Nsoro, Llc			5.63
56700	336	Maintenance And Repair Services - Equipment	04/06/2023	1010276399	Lowe's			469.92
56700	410	Custodial Supplies	04/06/2023	1010276407	Quality Waste			251.45
56700	410	Custodial Supplies	04/13/2023	1010276430	Big M Janitorial			331.05
56700	412	Diesel Fuel	04/13/2023	1010276485	Voyager Fleet Systems Inc			126.02
56700	415	Electricity	04/06/2023	1010276402	Morristown Utilities			5,139.00

Return to Committee Cover

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
56700	415	Electricity	04/21/2023	1010276499	Appalachian Electric Co-Op	56.80
56700	425	Gasoline	04/13/2023	1010276485	Voyager Fleet Systems Inc	295.52
56700	435	Office Supplies	04/27/2023	1010276515	Access Unlimited	12.00
56700	454	Water And Sewer	04/06/2023	1010276402	Morristown Utilities	2,171.00
56700	509	Refunds	04/13/2023	1010276442	Chesney Dunlap	150.00
56700	599	Other Charges	04/13/2023	1010276444	English Mountain Spring Water	23.00
56700	599	Other Charges	04/27/2023	1010276542	Relief Septic Repair & Service Inc.	315.00
56700		**Parks And Fair Boards**			**Check Count: 11 Total:**	**9,346.39**
56900	316	Contributions	04/13/2023	1010276487	HOLA Lakeway	7,500.00
56900	316	Contributions	04/13/2023	1010276490	Morristown Parks & Recreation	150,000.00
56900		**Other Social, Cultural And Recreational**			**Check Count: 2 Total:**	**157,500.00**
57100	307	Communication	04/06/2023	1010276392	Century Link/Business Services	4.02
57100	355	Travel	04/13/2023	1010276454	Elizabeth Hobbs	238.42
57100	435	Office Supplies	04/13/2023	1010276457	International Association of Administrative	250.00
57100	435	Office Supplies	04/13/2023	1010276482	University Of TN Extension	909.88
57100		**Agricultural Extension Service**			**Check Count: 4 Total:**	**1,402.32**
57800	429	Instructional Supplies And Materials	04/21/2023	1010276498	ACP International/SA-So	212.50
57800		**Storm Water Management**			**Check Count: 1 Total:**	**212.50**
58110	316	Contributions	04/13/2023	1010276489	Morristown Area Chamber Of Commerce	11,250.00
58110	399	Other Contracted Services	04/27/2023	1010276552	The HBC Group, LLC	2,000.00
58110		**Tourism**			**Check Count: 2 Total:**	**13,250.00**
58120	316	Contributions	04/13/2023	1010276488	Joint Morristown Hamblen Economic & Comm.	40,500.00
58120		**Industrial Development**			**Check Count: 1 Total:**	**40,500.00**

Return to Committee Cover

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
58300	307	Communication	04/06/2023	1010276392	Century Link/Business Services	5.32
58300		**Veterans' Services**			**Check Count: 1 Total:**	**5.32**
58600	202	Handling Charges & Administrative Costs	04/06/2023	1010276415	TASC - Client Invoices	208.56
58600	299	Other Fringe Benefits	04/21/2023	1010276507	Hamblen Co Dept Of Education	137.50
58600		**Employee Benefits**			**Check Count: 2 Total:**	**346.06**
91110	708	Communication Equipment	04/27/2023	1010276535	MetTel	3,251.19
91110		**General Administration Projects**			**Check Count: 1 Total:**	**3,251.19**
					General Fund #(101) Total:	**927,237.01**

Return to Committee Cover

COMMISSION APPROVAL LISTING

Date/Time: 5/1/2023 8:37:32 AM

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: Solid Waste/Sanitation Fund #(116)						
55710	299	Other Fringe Benefits	04/21/2023	1160024994	Hamblen Co Dept Of Education	37.50
55710	336	Maintenance And Repair Services - Equipment	04/13/2023	1160024989	Mid-State Equip Co,Inc	8,962.78
55710	336	Maintenance And Repair Services - Equipment	04/13/2023	1160024990	NAPA Auto Parts Of Morristown	236.51
55710	336	Maintenance And Repair Services - Equipment	04/13/2023	1160024992	Southern Fluidpower, Inc.	160.00
55710	336	Maintenance And Repair Services - Equipment	04/13/2023	1160024993	Worldwide Equipment, Inc.	685.70
55710	336	Maintenance And Repair Services - Equipment	04/27/2023	1160024998	Cummins Crosspoint Inc.	2,317.43
55710	336	Maintenance And Repair Services - Equipment	04/27/2023	1160025001	Stringfellow	7,810.91
55710	336	Maintenance And Repair Services - Equipment	04/27/2023	1160025002	Trent Diesel Services	2,640.00
55710	359	Disposal Fees	04/06/2023	1160024982	Hamblen County-Morristown Solid Waste	94,658.50
55710	359	Disposal Fees	04/27/2023	1160024997	City of Morristown	2,470.37
55710	412	Diesel Fuel	04/06/2023	1160024981	Fuelman	15,715.20
55710	425	Gasoline	04/06/2023	1160024981	Fuelman	506.90
55710	450	Tires And Tubes	04/13/2023	1160024987	Goforth Tire & Auto, Inc	520.70
55710	451	Uniforms	04/13/2023	1160024986	Cintas Corp., Loc. 207	592.00
55710	499	Other Supplies And Materials	04/06/2023	1160024983	HomeTrust Bank	151.92
55710	499	Other Supplies And Materials	04/13/2023	1160024986	Cintas Corp., Loc. 207	428.18
55710	499	Other Supplies And Materials	04/21/2023	1160024995	UniFirst First Aid Corp	160.47
55710	499	Other Supplies And Materials	04/27/2023	1160024999	Elliott Boots	200.00
55710		**Sanitation Management**			**Check Count: 16 Total:**	**138,255.07**
					Solid Waste/Sanitation Fund #(116) Total:	**138,255.07**

Return to Committee Cover

COMMISSION APPROVAL LISTING

Date/Time: 5/1/2023 8:48:18 AM

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: Highway/Public Works Fund (#131)						
61000	302	Advertising	04/13/2023	1313044567	Citizen Tribune	152.00
61000	307	Communication	04/06/2023	1313044558	Verizon Wireless	116.90
61000	307	Communication	04/13/2023	1313044563	AT&T	128.07
61000	307	Communication	04/21/2023	1313044579	At&T Mobility/Nsoro, Llc	223.38
61000	307	Communication	04/27/2023	1313044585	Comcast Cable	76.95
61000	415	Electricity	04/21/2023	1313044580	Holston Electric Cooperative	750.29
61000	442	Propane Gas	04/21/2023	1313044578	Amerigas Propane LP	2,064.63
61000	454	Water and Sewer	04/27/2023	1313044587	Morristown Utilities	118.00
61000	599	Other Charges	04/06/2023	1313044556	Lowe's	400.68
61000	599	Other Charges	04/13/2023	1313044566	Cintas Corp., Loc. 207	103.12
61000	599	Other Charges	04/13/2023	1313044569	Gregory Reece Manis	85.00
61000	599	Other Charges	04/21/2023	1313044582	Smoky Mountain Farmers Co-Op	425.99
61000	599	Other Charges	04/27/2023	1313044586	Elliott Boots	350.00
61000		**Administration**			**Check Count: 13** **Total:**	**4,995.01**
62000	312	Contracts With Private Agencies	04/21/2023	1313044581	James Larry Rose	1,500.00
62000	404	Asphalt - Hot Mix	04/13/2023	1313044562	Apac Atlantic, Inc	1,444.01
62000	404	Asphalt - Hot Mix	04/13/2023	1313044564	Blalock & Sons Inc	10,338.34
62000	404	Asphalt - Hot Mix	04/13/2023	1313044573	Newport Paving & Ready Mix	5,136.19
62000	409	Crushed Stone	04/13/2023	1313044577	Vulcan Materials Company	7,620.89
62000	426	General Construction Materials	04/21/2023	1313044582	Smoky Mountain Farmers Co-Op	775.29
62000	443	Road Signs	04/27/2023	1313044593	Vulcan Inc D/B/A Vulcan Signs	1,119.60
62000	451	Uniforms	04/13/2023	1313044566	Cintas Corp., Loc. 207	762.49
62000	467	Fencing	04/13/2023	1313044575	Roadway Solutions LLC	12,470.00
62000		**Highway And Bridge Maintenance**			**Check Count: 9** **Total:**	**41,166.81**
63100	412	Diesel Fuel	04/06/2023	1313044554	Fuelman	3,999.50
63100	412	Diesel Fuel	04/13/2023	1313044574	Pioneer Petroleum	1,668.95

Return to Committee Cover

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: Highway/Public Works Fund (#131)						
63100	416	Equipment Parts - Heavy	04/06/2023	1313044555	Interstate Tractor	151.56
63100	416	Equipment Parts - Heavy	04/13/2023	1313044560	A-1 Equipment Rental	32.92
63100	416	Equipment Parts - Heavy	04/13/2023	1313044570	Meade Tractor	247.20
63100	416	Equipment Parts - Heavy	04/13/2023	1313044571	NAPA Auto Parts Of Morristown	3,713.85
63100	416	Equipment Parts - Heavy	04/21/2023	1313044582	Smoky Mountain Farmers Co-Op	27.41
63100	416	Equipment Parts - Heavy	04/21/2023	1313044583	Southern Fluidpower, Inc.	2,212.89
63100	416	Equipment Parts - Heavy	04/21/2023	1313044584	Trent Diesel Services	480.00
63100	416	Equipment Parts - Heavy	04/27/2023	1313044588	Murray's Auto Repair	180.00
63100	424	Garage Supplies	04/06/2023	1313044553	American Welding & Gas Inc.	136.85
63100	425	Gasoline	04/06/2023	1313044554	Fuelman	2,868.23
63100	425	Gasoline	04/13/2023	1313044565	BP	47.67
63100		**Operation And Maintenance Of Equipment**			**Check Count: 12** **Total:**	**15,767.03**
					Highway/Public Works Fund (#131) Total:	**61,928.85**

Return to Committee Cover

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

May 4, 2023

To: Finance Committee
Hamblen County Commission

From: Bill Brittain, County Mayor

Re: TCRS Contribution Rates

Each year, Hamblen County must reaffirm with the Tennessee Consolidated Retirement System (TCRS) its contribution rate for employees participating in the state retirement system.

Hamblen County currently contributes an amount equal to 7% of the gross pay for general employees and 10.5% public safety officers. The minimum required contribution for Hamblen County is 6.6% for general employees and 9.81% for public safety officers.

The Finance Department is recommending that the County maintain its current contribution rate to fully fund the retirement program for our employees.

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

Tennessee Consolidated Retirement System
Employer Actuarially Determined Contribution (ADC) Rate

Department Code(s): 860.70 860.50 860.71 860.72 860.73 860.74 860.76 872.20
HAMBLEN COUNTY

Applicable period for this employer rate	July 1, 2023 through June 30, 2024
Actuarial valuation date	June 30, 2022
Actuarial experience study date	June 30, 2020
Investment rate of return assumption	6.75%

Key Elements of the Pension Plan (Employer Elections)

Base plan formula	1.5% formula times years of service
Employee contribution rate	5% of salary
Vesting period	5 years
Retiree COLAs	Provided, CPI based, capped at 3%

Employer ADC Rate

Rate Components:	
Normal cost	6.10 %
Unfunded accrued liability amortization	0.21 %
Administrative cost	0.29 %
Total employer ADC rate*	6.60 %

Actuarial Present Value of Benefits (PVB) Summary

Actuarial value of assets	$ 90,535,004
Expected employee contributions	9,088,761
Expected employer normal cost	11,134,998
Unfunded accrued liability	(79,999)
Total PVB	$ 110,678,764

* The total employer rate is an aggregate rate. In practice, separate rates are applied to general employees and public safety officers. The employer rate for general employees is 6.31%, and the employer rate for public safety officers is 9.81%.

Employees Covered by Benefit Terms

Inactive employees or beneficiaries currently receiving benefits	479
Annualized Retirement Benefit: $3,608,160	
Inactive employees entitled to but not yet receiving benefits	744
Active employees	698
Annualized Salary: $23,236,112	
Total	1,921

Amortization of Unfunded Accrued Liability

Actuarial Valuation Date	Unfunded Accrued Liability (Negative Unfunded Accrued Liability)	Annual Amortization Amount	Amortization Period at June 30, 2022 (in years)
June 30, 2013	$ 0	$ 0	0.00
June 30, 2015*	(1,472,035)	(162,663)	13.00
June 30, 2016	0	0	0.00
June 30, 2017	1,651,194	249,479	8.30
June 30, 2018	(491,112)	(47,897)	16.00
June 30, 2019	(1,241,332)	(117,050)	17.00
June 30, 2020	(1,519,751)	(138,986)	18.00
June 30, 2021	2,136,907	190,063	19.00
June 30, 2022	856,130	74,256	19.99
Total	$ (79,999)	$ 47,202	

**Beginning June 30, 2015, valuations are performed annually.*

Return to Committee Cover

Employer Contribution Rate Certification
Tennessee Consolidated Retirement System (TCRS)
Actuarial Valuation at June 30, 2022

Acknowledgement of employer rate effective July 1, 2023 through June 30, 2024

Department Code: 0086070

Department Name: HAMBLEN COUNTY

I hereby acknowledge and agree that I have reviewed the background information on rates provided to me and also located on the Treasury Website at: https://publicreports.treasury.tn.gov. I further acknowledge the upward trends concerning future employer contribution rates.

Please select one of the options below

☐ The Minimum General Employee rate and Minimum Public Safety Officer Rate:
- Minimum General Employee rate: 6.31%
- Minimum Public Safety Officer rate: 9.81%

☐ Optional: We choose to pay a higher contribution of: _____
(An additional 3.50% will need to be added to the selected rate for Public Safety Officers.)

Employer Signature_____ Title_____

Date_____ Phone_____ Email_____

The first department code listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet is your master code. The master code is responsible for determining the rate and submitting the completed employer contribution rate certification to TCRS. The rate selected will be applicable for **all** department codes listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet. It is the master code's responsibility to notify these departments of the new rates.

Please return the completed rate certification no later than May 31, 2023 via one of the following methods:

By email: **TCRS.EmployerReporting@tn.gov**

By mail: **TCRS Employer Reporting**
502 Deaderick Street, 15th Fl.
Nashville, TN 37243

April 2023

PROPOSAL FOR:

Hamblen County Government

Return to Committee Cover

Table of Contents

Executive Summary.....3
Sav-Rx Pricing Proposal.....4
Sav-Rx Trend Management.....4
Sav-Rx Fully Transparent and Auditable Pricing.....5
Managed Pharmacy Benefit Features.....7
Formulary Analysis.....8
Managing High-Cost Medications.....8
Optional Clinical Management Programs.....9
Drug Utilization Review.....11
Sav-Rx Customer Service.....11
Reporting.....12
Pricing Notes.....12
Signature.....13

Return to Committee Cover

SAV-RX

ASM
A-S Medication Solutions

Executive Summary

A-S Medication Solutions and Sav-Rx Prescription Services are sister companies that are privately owned and under common ownership. Our combined go-to-market strategies allow us to stay ahead of the market and remain an industry disrupter. The fully integrated, customizable programs of ASM and Sav-Rx optimize all areas of pharmacy spend. We provide personalized service for enhanced healthcare experiences.

A-S Medication Solutions is the industry leader in providing complete, end-to-end turnkey, on-site medication dispensing solutions. ASM achieves its core mission to strengthen caregivers by providing point-of-care treatment solutions that improve patient health, lower costs, and enhance revenue streams.

Sav-Rx has established itself as a leading provider of pharmacy benefits and mail-order services thanks to its forward-thinking attitude, commitment to excellence, and dedication to client satisfaction. These qualities propel Sav-Rx to provide transparent, flexible, and cost-effective solutions to prepare our clients for the ever-changing pharmacy landscape.

ASM and Sav-Rx are dedicated to improving the health and lives of our patients through exceptional clinical practices and unwavering commitment to best-in-class service delivery. The ASM and Sav-Rx experience is defined by superior service, competitive rates, transparent practices, and cutting-edge clinical programs delivered by outstanding, professional associates. Our vision is to share this experience with our growing client base and usher in a new era of elevated healthcare expectations.

We at ASM and Sav-Rx are confident that we are the best choice to fulfill the prescription plan needs for Hamblen County Government as well as to optimize implementation and ongoing management. This is because Sav-Rx has been successfully providing self-funded plans with pharmacy benefit services for many years while ASM leads the field in on-site dispensing solutions.

Our track record of successful implementations is a testament to our success. Over the last two decades, we have significantly expanded our impact – going from covering 500,000 lives to more than 10,000,000 lives. As such, our client list is expansive, and we serve more than 1,000 clients – some of whom represent fewer than 200 lives while others represent more than 200,000.

As an extension of our wide-reaching influence, our retail pharmacy network includes 72,000 pharmacies nationwide. It is important to mention though that we are not affiliated with any pharmacy chain, drug manufacturer, or managed care organization. The independence of our companies is a great benefit because it means that we have the unique ability to work wholly in our clients' best interests. This means that when partnered with ASM and Sav-Rx, clients are ensured solutions that are custom-tailored to their specific needs and that most benefit their participants.

Indeed, our unrivaled customer service stems from our flexible yet streamlined plan designs. We offer a variety of services that can be implemented individually, synchronized together, and discretely or collectively adjusted in order to optimize outcomes for our clients and their participants. Because of this, our plan designs are virtually unlimited. To date, we have been able to administer every custom plan design requested.

Not only are ASM and Sav-Rx plans customizable; they are also powerful and extremely cost-effective. Our executive, management, and clinical teams work closely with clients to make sure we deliver benefit programs that improve healthcare outcomes while also saving money for our clients and their participants.

In this proposal, we show just how cost-saving and seamless our services will be for Hamblen County Government. We demonstrate how our prices and practices make us the most cost-effective PBM in the industry and how our services make implementations easy and carefree for participants. We at ASM and Sav-Rx genuinely appreciate your consideration of our services for Hamblen County Government and their participants. We look forward to the opportunity to work with you in the future. **As the rest of this proposal focuses on pharmacy benefits and mail order services, we will refer to ASM and Sav-Rx as "Sav-Rx".**

Return to Committee Cover

SAV-RX

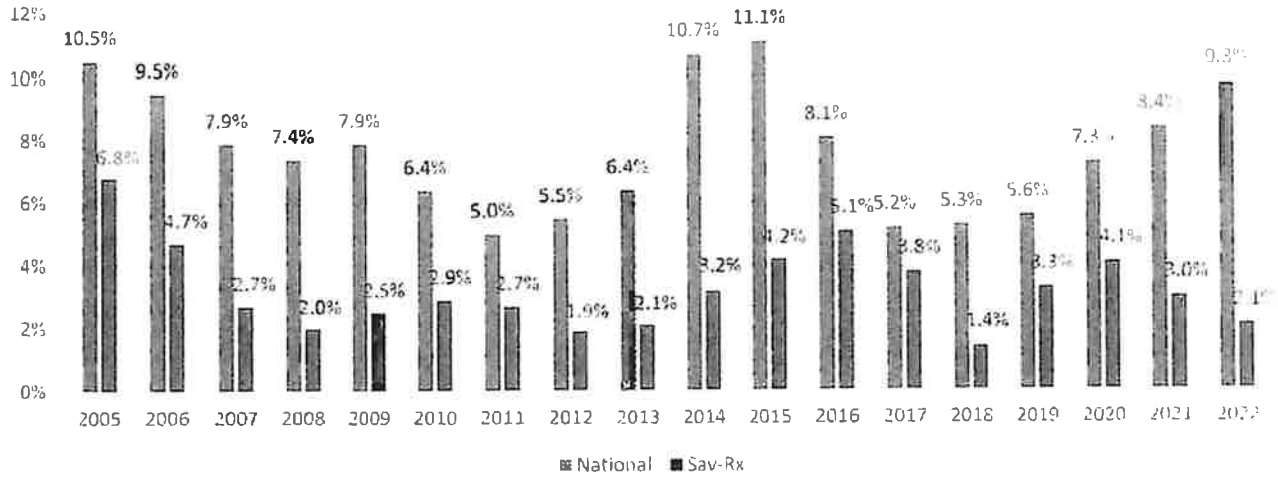
ASM
A-S Medication Solutions

Sav-Rx Pricing Proposal

Cost-Effective and Extremely Competitive

Sav-Rx pricing is extremely competitive and designed to provide our clients with the best rates in the industry. Many of our clients use independent consultants to continually review Sav-Rx rates to make sure they are the lowest available. This continuous renegotiation of Sav-Rx rates means that no client is persistently bound to obsolete pricing.
As proof of Sav-Rx pricing rates' cost-effectiveness, we offer you these data points:

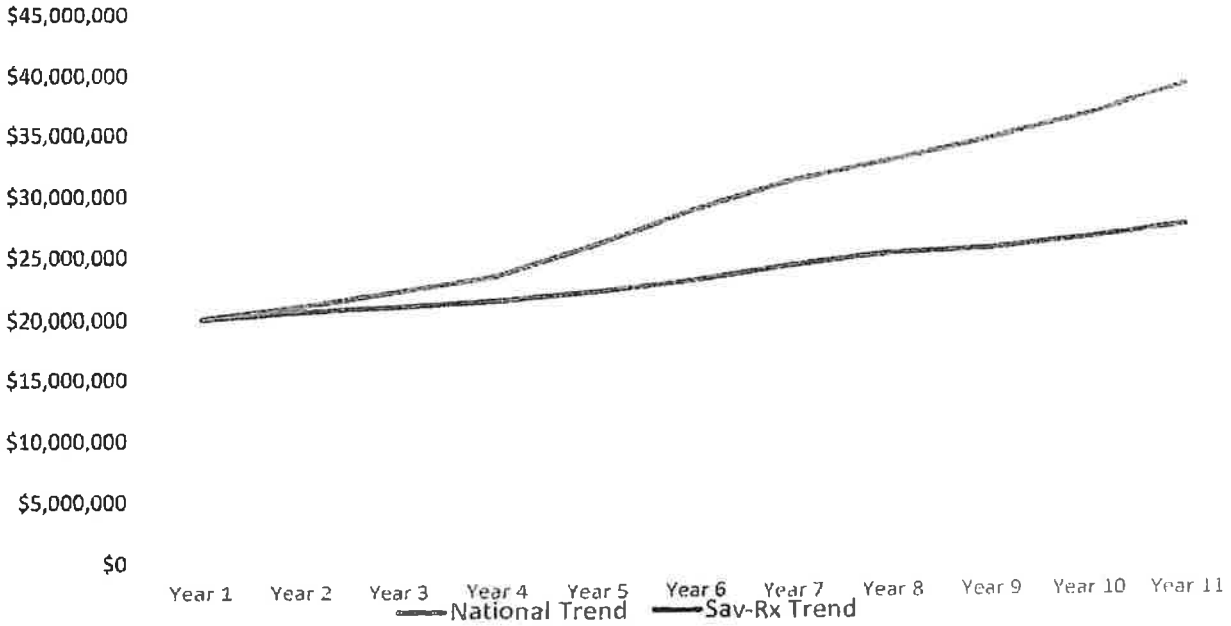
U.S. Prescription Drug Trends: Comparison between Sav-Rx and other National PBMs



National trend as published by a nationally recognized benefit consulting firm.

Impact of Controlled Trends: Comparison between Sav-Rx Trends and Average PBM Trends

This shows how much Sav-Rx could save over the course of ten years in comparison to a different PBM.



Return to Committee Cover

SAV-RX

ASM
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Fully Transparent and Auditable Pricing

Transparent Pricing and Discounts

Sav-Rx offers a traditional, guaranteed rate, all-inclusive pricing model. Sav-Rx discounts are transparent by full disclosure: they are based off of Average Wholesale Price (AWP), which is a published benchmark by a nationally recognized source, Medi-Span. AWP is not arbitrary, proprietary, or artificially inflated as with some other PBMs' pricing benchmark. All standard management services are included at no additional cost to the Plan. Sav-Rx does not charge any fees for services.

Auditable Claims

Sav-Rx utilizes the Medi-Span definition/indicator to determine the brand and generic status of a claim. These definitions are located in Medi-Span which means our claims can be audited against Medi-Span.

Sav-Rx Coalition

Sav-Rx offers a traditional pricing model with guaranteed overall discounts off published Average Wholesale Price (AWP). The guaranteed AWP discounts and fees outlined below represent the 2023 Sav-Rx pricing that Sav-Rx is extending to Hamblen County Government in partnership with A-S Medication Solutions.

Sav-Rx repriced and analyzed the provided claims data from January 1, 2022 through December 31, 2022. The results of the reprice exercise demonstrate the ingredient cost savings potential available to Hamblen County Government, without any assumptions in utilization programs or other management strategies. We anticipate significant Clinical Savings in addition to these upfront ingredient cost and dispense fee savings based upon our clinical review of the data.

Sav-Rx Retail Network	
Brand Discount	AWP – 19.00%
Generic Discount	AWP – 85%
Dispensing Fees	$0.00
Administration Fees	$0.00
Sav-Rx Walk In Mail Order Pharmacy (90 day at Retail Option)	
Brand Discount	AWP – 21.5%
Generic Discount	AWP – 85.5%
Dispensing Fees	$0.00
Administration Fees	$0.00
Sav-Rx Mail Order Pharmacy	
Brand Discount	AWP – 24%
Generic Discount	AWP – 87.5%
Dispensing Fees	$0.00
Administration Fees	$0.00
Sav-Rx Specialty Pharmacy	
Retail Brand	AWP – 15.5%
Specialty Pharmacy Brand	AWP – 17%
Retail Generic	AWP – 55%
Specialty Pharmacy Generic	AWP – 55%
Dispensing Fees	$0.00
Administration Fees	$0.00

Third Party Fee: $0.25 per claim payable to EAS.

Sav-Rx is now offering a minimum blended brand and generic discount guarantee for specialty drugs that includes both our standard ingredient cost discount and the Sav-Rx High Impact Advocacy discount. The blended Sav-Rx Specialty Discount will likely result in the following: Specialty Retail: AWP - 19% Specialty Mail Order: AWP - 29%

Return to Committee Cover

*** Limited distribution generic drugs shall be passed through at actual cost, and will be excluded from generic discount guarantees. A limited distribution generic drug is a drug whose United States government patent has expired and is available from a single source or multiple sources under the provisions of the Drug Price Competition and Patent Term Restoration Act of 1984 (Hatch-Waxman Amendments) which govern the generic drug approval process and give 180 days of marketing exclusivity to certain generic drug applicants.**

Savings from Sav-Rx Clinical Management Programs

All Sav-Rx clinical management programs are optional and come with no extra cost to the Plan. Sav-Rx offers a variety of management programs, but we highly recommend the Sav-Rx Patient Assistance Program (PAP), Sav-Rx High Impact Advocacy (HIA) Program, and Sav-Rx Generic Promotion Programs. Based on the provided claims data from January 1, 2022 through December 31, 2022, Sav-Rx has identified the following potential savings:

Optional Sav-Rx Clinical Management Programs	Savings	Savings Percent
Manufacturer Fraud & Abuse	$11,523.11	1.23%
Patient Assistance Programs	$92,184.58	9.85%
Brand with Generic Available	$5,542.37	0.59%
High Impact Advocacy	$99,929.90	10.68%
Biosimilar Substitute*	$38,085.22	4.07%
Biosimilar Conversion**	$41,813.40	4.47%

*This may be interchangeable by pharmacist or require a new prescription. These are biosimilar agents which have no clinical difference in safety, purity, potency to the reference drug.

**This requires a change in therapy, but these agents are all under the same pharmacologic category and treat similar indications. This is an additional add on to the Biosimilar Substitution Program

Thanks to our innovative and completely customizable clinical programs, Sav-Rx delivers:

- ✓ The lowest net cost
- ✓ Exceptional service
- ✓ Clinical excellence

The Sav-Rx Clinical Management Programs are instrumental in managing specialty drug spend and are offered at no extra cost to our clients. In fact, Sav-Rx does not retain ANY of the savings generated for our clients.

All Sav-Rx Services Provided at NO ADDITIONAL COST

PBM Services		Clinical Management	
Account Manager for Client and Sponsors	**24/7/365 Live Customer Service for Members**	**Innovative and Customizable Programs**	**Cost-Saving Programs for High-Cost Medications**
Standard Coordination of Benefits (COB)	**Electronic Claims Processing** including denials, rejections, reversals, and adjustments	**Drug Utilization Review (DUR)** Prospective, Concurrent, and Retrospective	**Overrides** including sponsor-requested, lost/ stolen, and vacation supply overrides
Electronic/Online Eligibility Submission	**Plan Implementation and Testing**	**Pharmacist Consultations**	**Implementation Support**

Return to Committee Cover

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Mail Order Services		Member Communications	
Benefit education	Prescription Delivery	Implementation Package	Customized New Member Package
Smartphone App for Ordering and Tracking	e-Prescribing	Implementation Support	24/7/365 Live Customer Service

Reporting Services		Network Pharmacy Services	
Standard Quarterly Reports	Electronic Claims Detail Extract File (NCPDP)	Pharmacy Help Desk	Pharmacy Network Management
Annual Strategic Account Review	Retiree Drug Subsidy (Account Manager/ Designee)	Pharmacy Network Development	Pharmacy Reimbursement

Optional Services available for fee:

Direct Member Reimbursement (DMR) Processing: $1.50 per claim
Consolidated Appropriations Act Submission through HIOS: $875 per submission

Managed Pharmacy Benefit Features

Retail Pharmacy Network

Comprehensive Coverage

Sav-Rx offers our National Pharmacy Network. All major retail chain pharmacies participate in this network, providing excellent coverage in rural and urban communities across the United States. This extensive network of retail pharmacies offers more than 72,000 pharmacies nationwide including over 18,000 independent pharmacies.

What's more, in the rare instance that a pharmacy is not already a part of the Sav-Rx pharmacy network, we invite them to participate so that there is zero disruption for Plan participants.

Customizable

Sav-Rx owns our retail pharmacy network, and we remain independent from any pharmacy chain. This independence allows us to work in the best interest of our clients and provide them with pharmacy networks tailor fit to their specifications.

Full Retail Network Analysis for Hamblen County Government

Sav-Rx compared our network to the pharmacies currently utilized by the Plan's participants. **We found that 100% of pharmacies were already in the Sav-Rx pharmacy network!**

Sav-Rx Mail Order Pharmacy

Sav-Rx owns and operates a fully integrated mail order facility. Our mail order facility is in Fremont, Nebraska and is optimal for its central location, the quality of staff, and reputation of excellence. We are operational 24 hours a day, 7 days a week, 365 days a year. Sav-Rx orders our products from the largest nationally recognized wholesaler, who guarantees the quality of all prescriptions delivered – both brand and generic. Sav-Rx allows only FDA approved medications, AB-rated generics to be substituted for brand name equivalents.

Return to Committee Cover

Sav-Rx Specialty Pharmacy

The Sav-Rx Specialty Pharmacy is committed to serving the needs of our patients in the management of specialty drugs including biotech injectables, infusions and advanced oral drugs. The Sav-Rx clinical staff plays an active role in helping patients achieve and maintain good health while addressing the increased costs that are often associated with these treatments. We are committed to taking care of patients by seeking out their needs, requirements and desires and addressing them one patient at a time.

Sav-Rx is independent, and we distribute our specialty medications through our own specialty pharmacy except limited distribution specialty drugs. In these cases, our clinical team carefully coordinates the enrollment and distribution of limited distribution medications with our dispensing partners.

Onsite Medication Dispensing and Vaccines

In conjunction with Hamblen County Government and A-S Medication Solutions, Sav-Rx is able to support onsite medication programs. This includes acute care, maintenance and vaccine. Patients will be able to receive their medications at a $0 or reduced copay at the clinic. This savings to the patient will help increase the clinic's utilization and the patient's quality of care. This will improve care and medication adherence will create a healthier patient population and will lower long term medical costs.

Formulary Analysis

Customization for Optimal Health Outcomes

Sav-Rx allows for a great level of customization. This means that we are able to allow plans to include non-formulary drugs in their coverage. Some PBMs may not be able to include non-formulary drugs, but Sav-Rx is able to accommodate these sorts of customizations because we are committed to best serving the needs of the Plan and participants. The only drugs that we firmly suggest excluding are the drugs on our Fraud and Abuse Prevention List. Sav-Rx offers to grandfather formulary differences to prevent disruption.

Sav-Rx has completed a formulary analysis based upon the claims data provided, which resulted in a 95.8% match to the current formulary. Sav-Rx offers to grandfather formulary differences to prevent disruption.

Managing High-Cost Medications

Targeting Specialty and Brand Medications

To manage high-cost medications, it is necessary to find ways to combat the rising cost of specialty medications. For the past several years, specialty medications have been the fastest growing segment of the prescription drug spend. This trend will continue for the foreseeable future.

Just one new high-cost medication for one patient can cause an increase of tens or even hundreds of thousands of dollars for your health plan. Sav-Rx offers solutions to mitigate and control the costs of these medications, which is vital to maintaining the efficacy of a health plan and to ensure that patients have access to the medications they need.

Sav-Rx Rebates

Sav-Rx passes through 85% of 100% of pharmaceutical manufacturer revenue. Sav-Rx will retain up to 15% of pharmaceutical manufacturer revenue. Many PBMs may tell you that they are passing through 100% of rebates to them, but they are not passing back 100% of ALL pharmaceutical manufacturer revenue. These PBMs hide this in the wording of their proposals and contracts by calling the revenue that they retain: administration fees, formulary fees, incentive rebates, formulary placement payments, charge backs, discounts, data sales, education programs, etc. They profit by increasing the client's overall cost by promoting formulary brand drugs over lower-cost options. Sav-Rx, on the other hand, passes through 85% of all pharmaceutical manufacturer revenue.

Return to Committee Cover

Sav-Rx believes that the lowest overall cost is always in the best interest of the Plan and the participant. While rebates are certainly important, we do not promote high-cost brand name and specialty drugs to drive high rebates. Rather, our unique approach helps Plans take advantage of additional manufacturer revenue often found in Patient Assistance Programs and through our one-of-a-kind High Impact Advocacy Program.

Solution: Sav-Rx Clinical Management Programs

Sav-Rx clinical management programs provide highly effective ways to reduce overall drug spends. Cost reductions are proven to be a more effective means of driving savings than rebates, so our programs are designed around proven strategies to reduce the initial, upfront cost of medications.

Sav-Rx programs target different areas of the drug spend, but their methods to reduce the cost can be grouped into five main categories:

1. Formulary management
2. Brand to generic interchange
3. Prevention of fraud and abuse medications
4. Unique application of manufacturer coupons for high-cost medications
5. Use of Sav-Rx Mail Order and Specialty pharmacy to further reduce costs

Optional Clinical Management Programs

Sav-Rx offers a great variety of programs to achieve valuable benefits for the lowest cost possible. Each of these programs can work individually or in tandem with one another, but the key to each of their successes is the high-level of expertise, professionalism, and innovation that Sav-Rx brings in providing pharmacy benefit services.

Specialty Drug Program

The Specialty Drug Program includes a prior authorization process to help manage the high costs of specialty drugs. The prior authorization ensures that specialty medications are clinically appropriate for the diagnosis.

High Impact Advocacy (HIA) Program

The High Impact Advocacy Program targets high-cost medications with pharmaceutical manufacturer coupons to offset the cost to the plan sponsor and participants.

Participants' actual out-of-pocket payment after the coupon is processed is applied to the maximum out-of-pocket accumulator rather than the copay amount prior to the coupon processing.

This program mandates the use of the Sav-Rx specialty pharmacy to minimize patient confusion and extra steps.

Based on the provided claims data experience from January 1, 2022 through December 31, 2022, the Sav-Rx High Impact Advocacy Program would save the Plan an estimated $99,929.90 or approximately 10.68% of total drug spend with the trajectory to save more.

Patient Assistance Program (PAP)

Sav-Rx developed the Patient Assistance Program to provide an avenue for patients who do not meet criteria for coverage through the prescription benefit, who are unable to afford the out-of-pocket expenses for their medications, or who have a prescription for a medication that is not covered by the plan sponsor.

For such patients, Sav-Rx will actively pursue financial assistance through programs made available by pharmaceutical manufacturers or other benevolence organizations.

Based on the provided claims data experience from January 1, 2022 through December 31, 2022, Sav-Rx would have been able to shift $92,184.58 or approximately 9.85% of total drug spend.

Return to Committee Cover

Medical Claims to Pharmacy (M2P) Program

The M2P Program transitions certain prescription drug claims from the medical benefit to the pharmacy benefit in order to reduce high drug costs incurred at many medical clinics and facilities. Many of these costs come from infusions and some injectable medications, and by switching them to the pharmacy benefit, the plan sponsor can generate substantial savings in both drug and infusion costs.

This program allows savings from Sav-Rx discounts and rebates to be applied to covered prescription treatments that are dispensed from Sav-Rx pharmacies and delivered to the clinic or infusion center. This shift from medical coverage to the pharmacy typically results in savings from guaranteed AWP discounts, rebates, the High Impact Advocacy Program, and the Patient Assistance Program for drugs which previously had been approved off-label.

Prior Authorization Program

The Sav-Rx Prior Authorization Program is an extension of the specialty drug program and targets medications that warrant additional clinical management. This clinical oversight helps ensure that members are receiving the appropriate drugs for the treatment of specific conditions and in quantities as approved by the U.S. Food and Drug Administration (FDA).

Fraud and Abuse Prevention

This program ensures appropriate prescribing of medications. This can be applied to controlled substances, non-controlled substances, and compounds. Sav-Rx analyzed the provided claims data from January 1, 2022 through December 31, 2022.

Sav-Rx would have been able to manage 58 claims resulting in a potential savings of $11,523.11 or approximately 1.23% of total drug spend.

Controlled Substances:

Claims for controlled substances are reviewed by our clinical staff to determine trends, appropriateness, and duplication of therapy. If there is a concern in the patient behavior, Sav-Rx will take appropriate action. Foremost, this program allows us to track and prevent potential drug seekers and recommend they enter a case management program. Secondly, we are able to ensure appropriate prescribing per FDA guidelines – thus improving therapeutic outcomes, decreasing side effects, and boosting compliance.

Pharmaceutical Manufacturer Pricing:

Sav-Rx proactively and closely monitors pricing fluctuations in the marketplace. If there is excessive inflammation detected in a particular manufacturer, drug, or class of medications, the Sav-Rx Pricing Control Team alerts our Clinical and Account Management teams to coordinate a plan to address participants and clients who would be impacted by these increases. Often, our Clinical Department will immediately reach out to prescribing practitioners to recommend a more cost-effective therapy. Occasionally, clinical reviews are warranted, and if necessary, patients are assisted in obtaining coverage through financial assistance programs.

Compounds:

Every compound submitted over $100 is reviewed by both our clinical department and pricing control team. If any individual ingredient in the compound does not meet clinical coverage criteria, Sav-Rx will deny the claim. If the review team identifies the claim has been processed incorrectly (which occasionally happens and results in overpricing), the Sav-Rx staff works with the pharmacy to reprocess the claim for the negotiated price. If the cost for the claim exceeds the reasonable cost for the ingredients, Sav-Rx will work with the pharmacy staff to re-submit the claim with reasonable costs according to the ingredient cost submitted.

Therapeutic Quantity Limits Program

The Sav-Rx Therapeutic Quantity Limits Program ensures proper dosing and dispensing of certain medications based on FDA and manufacturer guidelines. The program monitors prescription utilization and helps identify potential overuse or misuse of medications such as narcotic pain relievers, sedative hypnotics, migraine treatments, respiratory, and nasal medications.

Return to Committee Cover

Formulary Management

Formulary management is critical to an effective prescription benefit plan. The formulary is what determines the medications that can be prescribed to members. Sav-Rx works with plan sponsors to develop clinically effective and cost-saving formularies to meet the plan sponsor's and members' needs.

Generic Promotion Programs

Generic Promotion Programs encourage the use of generic equivalents whenever available. If the patient or their physician requests a brand name drug instead of its generic equivalent, the member will be charged the brand copay PLUS the difference between the brand name drug and the generic equivalent. Override options to waive the difference in cost may be customized by the plan sponsor.

Therapeutic Interchange Program

The Therapeutic Interchange Program is a voluntary program and is designed to encourage generic utilization. Sav-Rx sends a customized letter to participants who are utilizing high-cost brand name medications that have a less expensive generic alternative. Members are encouraged to discuss the therapeutic alternative with their physician.

Step Therapy Program

The Step Therapy Program is designed to advance generic utilization. The program requires members to use a more cost-effective drug prior to an approval for a less cost-effective brand name medication. Drugs that qualify for Step Therapy are often high-priced and largely advertised. The goal of this program is to use a sequential drug therapy, meaning that drugs for a given condition will be dispensed using the most cost-effective sequence.

Drug Utilization Review

Advantages of the Sav-Rx's Drug Utilization Review:

- Ensures quality of care by comparing each prescription with member prescription data, benefit plan data, and pharmaceutical data
- Educates physicians and clients about cost effective prescription choices
- Enhances client's cost containment measures by encouraging the use of drugs on the client's preferred product list
- Improves network pharmacists' customer service by providing an average .89 second online response time to orders
- Coordinates members' prescription information from both network pharmacies and Sav-Rx's mail pharmacy to avoid duplicate prescriptions and potential drug interactions
- Identifies potentially problematic members and provides case management intervention
- Assists members with chronic diseases in medication compliance for more successful treatment outcomes
- Prospective, Concurrent, and Retrospective DUR programs ensure the highest level of care.

Sav-Rx Customer Service

Sav-Rx stands apart in the industry in our dedication to providing exceptional customer service, and it is also the number one reason why Sav-Rx is so successful. Quality customer service starts at our dedicated participant toll-free hotline, 1-800-228-3108, which is available 24 hours a day, 7 days a week, 365 days a year, including all major holidays. 100% of all incoming calls, are answered by a live representative – not a machine or an automated call routing system. All Sav-Rx account managers and customer service representatives are trained to listen to members, identify needs, and address them quickly and efficiently. In fact, 98% of all issues are resolved on the first call, and participants always have the ability to speak with a pharmacist if they feel the need. In addition, the average answer time is fewer than 20 seconds. We understand that the money you save by switching to Sav-Rx will not matter if your participants are unhappy with our services.

What's more, we assign an experienced, dedicated account management team to every client. Our team approach ensures that your questions are answered quickly and efficiently. Sav-Rx account managers take a consultative approach that involves constantly reviewing performance to identify opportunities to improve clients' prescription benefits. You will always speak with a live person every time you call account management. We take pride in our ability to provide thorough follow-through and

Return to Committee Cover

prompt follow-up for all questions and all issues. Your account management team will make sure that during implementation, we design reports with you that you can utilize.

High member satisfaction is essential to our business and enables us to better serve yours. By treating members with respect and promptly satisfying their needs, we are able to gain their trust and keep their confidence. This is important since we work with members on your behalf to achieve your goals.

Sav-Rx takes great pride in our ability to build and maintain long-term business relationships with our clients, and we are confident that we will provide you with excellent services and substantial cost savings.

Reporting

Utilization review is critical to developing Plan-specific utilization management solutions and Sav- Rx takes this to the next level. Sav-Rx, like most PBM's, have Prospective, Retrospective and Concurrent DUR processes and edits in place. Sav-Rx, however, does not stop there. Our pharmacists perform desk audit procedures on 100% of all paid claims. This extensive review process is the initial screening for retrospective drug utilization review. Less than 1% of all prescriptions reviewed undergo interventions; however, of these a high percentage are successful: over 40%. Further, on at least a quarterly basis the Operations Director, Sav-Rx Account Manager, Clinical Pharmacist and Executive Vice President personally and individually review every single report. This review involves checking claims against the plan design, reviewing changes in eligibility, mail order and retail pharmacy utilization, savings over U&C, trends in brand or generic utilization, age/sex utilization trend, and identifying opportunities to control cost and maximize the therapeutic aspect of the benefit for participants. Sav-Rx then prepares a full, detailed Plan review and clinical and/or cost savings recommendations. Sav-Rx also prepares modeling of any proposed changes to show the impact to the Plan and also to the participants. This hands-on approach to pharmacy benefits insures that Sav-Rx is an expert on each and every Plan's individual pharmacy benefit program. In addition to our standard quarterly report, during the implementation phase, the account manager will work to identify the Plan's specific reporting needs. All standard reporting, ad hoc reporting, and modeling is offered at no additional cost.

Pricing Notes:

The proposed prescription pricing rates are based on the following

- All prescription claims must be filled at a Sav-Rx Network Pharmacy.
- Eligibility must be member based, with a person code that identifies all employees and family members.
- The above discounts are based on a self-funded prescription benefit program in which the participant pays a copayment or coinsurance at the point of sale. The discounts are not guaranteed for cash discount cards programs and may vary based upon utilization and drug mix.
- Paper submitted claims are billed $1.50 per claim. Cash discount card or "shoebox" claims, which the participant pays 100% of the discounted cost at the point of sale and submits the claim in for reimbursement are billed at $0.29 per claim.
- High Deductible Health Plans are subject to $0.29 per claim administrative fee.

Changes to Drug Pricing Benchmark

- Client acknowledges that the drug pricing contained in this Agreement is based on an industry wide benchmark called Average Wholesale Price or AWP. Client agrees that if this benchmark or the methodology for applying this benchmark changes at any time during the term of this Agreement, the parties will reopen the Agreement to negotiate a pricing formula that reflects the parties interest, and is consistent with the current pricing formula, using a benchmark that is a standard in the industry and agreed to by both parties. Sav-Rx will provide notice of such a change to the client and the client agrees to begin negotiations on changes to the pricing formula no later than ten (10) days following receipt of such notice. If no agreement is reached, either party may terminate this agreement upon 30 days written notice.

* Limited distribution generic drugs shall be passed through at actual cost, and will be excluded from generic discount guarantees. A limited distribution generic drug is a drug whose United States government patent has expired and is available from a single source or multiple sources under the provisions of the Drug Price Competition and Patent Term Restoration Act of 1984 (Hatch-Waxman Amendments) which govern the generic drug approval process and give 180 days of marketing exclusivity to certain generic drug applicants.

Return to Committee Cover

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This proposal reflects the most current rates and fees being extended to Hamblen County Government by Sav-Rx Prescription Services.

Signature

Christy Piti
Name (Printed)

CEO
Title

Sav-Rx Prescription Services
Company

877-728-7910 x2803
Phone Number

cpiti@savrx.com
Email Address

Return to Committee Cover

This **PHARMACEUTICAL SERVICES AGREEMENT** ("Agreement"), effective as of July 1, 2023 ("Effective Date"), is made and entered into by and between A & A Services, LLC, DBA Sav-Rx Prescription Services of Fremont, NE ("Sav-Rx") and the **Hamblen County Government** ("Sponsor").

RECITALS:

WHEREAS, the Sponsor provides for the payment of prescription drugs and related services for participants and beneficiaries eligible to receive such benefits; and

WHEREAS, Sav-Rx is engaged in the business of providing management of prescription drug programs/plans and administrative services which include claims administration and processing, mail service dispensing, provider networks as well as other management services to individuals and health plans and providers; and

WHEREAS, Sponsor desires that Sav-Rx will provide the services described in this Agreement to Eligible Participants, as described below, and Sav-Rx desires to provide such services in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals and the representations, warranties, covenants, conditions, and promises exchanged throughout the remainder of this Agreement, Sponsor and Sav-Rx hereby agree as follows:

1. DEFINITIONS

Except as may be defined elsewhere herein, the capitalized terms used in this Agreement and its Exhibits shall have the following meanings ascribed to them:

1.01 AAA shall mean and refer to the American Arbitration Association

1.02 Affiliate shall mean and refer to any entity, whether partnership, corporation, firm, individual, or otherwise, which either the Sponsor or Sav-Rx, directly or through one or more intermediaries, owns or controls or which owns or is in common control with either the Sponsor or Sav-Rx.

1.03 Agreement shall mean and refer to this Pharmaceutical Services Agreement and all appropriately referenced attachments, i.e., this document in its entirety, made and entered into by and between the Sponsor and Sav-Rx.

1.04 AWP shall mean the "average wholesale price" for any product determined by the dispense date of the fill, the actual 11-digit National Drug Code ("NDC") of the product dispensed, and referencing the most current published pricing in the Price Type.

1.05 Brand Name Drugs shall mean a drug whose United States government patent has not expired, is made by the originator brand company, and/or one or more other companies under such patent, and is identified by its chemical or proprietary name as determined by the United States Adopted Names council, that is accepted by the United States Food and Drug Administration

1.06 Clinical Formulary System shall mean general support and consultative services regarding pharmacy benefit design, pharmacy and therapeutics committee support, prior authorization criteria and drug utilization review or other such programs that Sav-Rx may introduce to promote quality health care and cost effective pharmacy services. Sav-Rx may contact network pharmacies and physicians to promote preferred product therapeutic substitution opportunities for both formulary Brand and Generic Drugs through information messages to network pharmacies and communications to eligible participants and/or

Return to Committee Cover

physicians. In all cases, the prescribing physician, in consultation with the Participant, shall have final authority over the drug that is dispensed to the Participant.

1.07 Compound Drug shall mean a prescription medication which would require the dispensing pharmacist to produce an extemporaneously produced mixture containing at least one Federal Legend drug, the end product of which is not available in an equivalent commercial form. Compounded prescriptions will be paid at the pharmacy's usual and customary price.

1.08 Copayments shall mean and refer to those payments, as set forth in the Sponsors' Health Plan, that Sav-Rx may charge an Eligible Participant at the time of the provision of prescription drug services. In cases where the applicable Copayment is greater than the applicable drug costs, Sav-Rx shall charge the lesser of the Copayment or the drug costs.

1.09 Drug Formulary System shall mean systems, policies and procedures (including specific lists) provided to physicians, pharmacies, and other health care providers that guide the prescribing, dispensing, and sale of drugs under the Health Plan, including the products under this Agreement.

1.10 Eligible Participant(s) shall mean and refer to an eligible individual legitimately enrolled in the Health Plan who is entitled to participate in the Health Plan's Pharmacy Benefit Program. An Eligible Participant shall include all eligible subscribers, enrollees, members, insureds, beneficiaries, or employees who are enrolled in the Health Plan and, if permitted by the Health Plan, such individuals' eligible and enrolled family dependents.

1.11 ERISA shall mean and refer to the Employee Retirement Income Security Act of 1974, codified at 29 U.S.C. Sections 101 et seq., and the rules and regulations promulgated thereunder, as from time to time may be amended or succeeded.

1.12 Generic Drug shall mean a drug whose United States government patent has expired and is marketed by three or more companies other than the innovator. It is accepted by the US Food and Drug Administration as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredients.

1.13 Governmental Authority shall mean and refer to any federal, state, county, municipal, or local government and any governmental agency, department, bureau, commission, authority, or body.

1.14 Health Plan shall mean and refer to any one or more of the various health plans or health benefits operated or offered by Sponsor, which includes as one of its benefits, a Pharmacy Benefit Program for Eligible Participants.

1.15 Limited Distribution Generic Drug shall mean a drug whose United States government patent has expired and is available from a single source or multiple sources under the provisions of the Drug Price Competition and Patent Term Restoration Act of 1984 (Hatch-Waxman Amendments) which govern the Generic Drug approval process and give 180 days of marketing exclusivity to certain Generic Drug applicants. Limited Distribution Generic Drugs shall be subject to Brand Name Drug discounts, and will be excluded from Generic Discount Guarantees.

1.16 MAC shall mean and refer to the Maximum Allowable Cost for generic and multi-source brand drugs as determined by Sav-Rx.

1.17 Mail Order Pharmacy shall mean a duly licensed pharmacy owned, operated or subcontracted by Sav-Rx, where prescriptions are filled and delivered to Eligible Participants via the United States Postal Service, United Parcel Service or other delivery service.

Return to Committee Cover

1.18 Network Pharmacy(ies) shall mean and refer to those facilities which are duly licensed to operate a pharmacy at the respective locations of such facilities and which have entered into a Network Pharmacy Agreement to provide prescription drug services to Eligible Participants of Sponsor's Health Plans.

1.19 Network Pharmacy Agreement(s) shall mean and refer to those certain Network Pharmacy Agreements from time to time entered into between Sav-Rx, as agent for the Sponsors, and a pharmacy, i.e. Network Pharmacy, for the provision of prescription drug services to Eligible Participants of the Sponsor's Health Plans.

1.20 Participating Provider(s) shall mean and refer to any one or more physicians, physician group or medical groups, specialists, dentists, hospitals, skilled nursing facilities, extended care facilities, home health agencies, alcoholism or drug abuse centers, or mental health professionals who or which are duly licensed and qualified to prescribe medications in the state of their practice and which are duly authorized to provide medical, hospital, or other treatment services to Sponsor's Eligible Participants.

1.21 Pharmacy Benefit Program shall mean and refer to the benefit, program, or plan pursuant to which the Health Plan's Eligible Participants are offered the provision of prescription drug products as a covered benefit of the Health Plan.

1.22 Pharmacy Program Specifications shall mean and refer to those written descriptions of the Pharmacy Benefit Program offered under the Health Plan, which descriptions shall include, without limitation, eligibility requirements; benefit definitions; list of covered pharmacy benefits; applicable Copayments; number of days supply for acute and maintenance medications; refill too soon parameters for both mail and retail, quantity limits, quantity per co-pay, duplicate therapy, and other electronic point of sale edits; list of any exclusions and/or coverage limitations, including dispensing limitations, if any; Eligible Participant identification specifications, if applicable; and any and all manuals, or other information respecting the Sponsor's Pharmacy Benefit Program necessary to fulfill the obligations herein. The Sponsor may add new Pharmacy Program Specifications or amend, revise, or terminate existing Pharmacy Program Specifications that Sav-Rx will institute within thirty (30) calendar days of written notice from Sponsor to Sav-Rx with the option for Sponsor to reject the program.

1.23 Public Domain Information shall mean and refer to any information, which otherwise might be considered confidential or proprietary, that (i) is or becomes generally available to the public other than as a result of a breach of the Agreement by the party to whom such information was disclosed (the "Receiving Party"), (ii) is received by the Receiving Party from a source which, to the Receiving Party's knowledge, is not bound by a confidential agreement with, or fiduciary duties owed to, the disclosing party or is otherwise not prohibited from disclosing the information, (iii) at the time of the disclosure, is already in the possession of or known to the Receiving Party, or (iv) is independently developed by the Receiving Party without recourse to or utilization of the disclosing party's confidential or proprietary business information.

1.24 Retail Services shall mean prescription claims processed and dispensed to a participant or their eligible dependent from a Participating Network Pharmacy according to plan parameters as set forth by the Sponsor.

1.25 Rebates shall mean those fees paid by certain drug manufacturers to Sav-Rx which may take into account various factors including the utilization of certain drugs within their therapeutic class for Sav-Rx's book of business in aggregate as a result of various commitments, services and programs and shall include both base and performance rebates, as well as the manufacturer administrative fees earned by Sav-Rx.

Return to Committee Cover

If a government action, change in law or regulation, change in the interpretation of law or regulation or action by any drug manufacturer or by Sponsor has material adverse effect on the availability of rebate guarantees, Sav-Rx may modify the program pricing terms upon written notice of any such event. If any such program pricing terms revision is unacceptable to Sponsor, Sponsor will notify Sav-Rx in writing, within fifteen (15) days of Sponsor's receipt of such notice of the pricing revision. If the parties are unable to agree on acceptable pricing, either party may terminate the agreement upon thirty (30) days prior written notice to the other party.

1.26 Regulatory Laws shall include, but not be limited to laws regulating: (i) an employer, union and related organizations, pursuant to the Taft-Hartley Act of 1947 and the rules and regulations promulgated thereunder by the United States Department of Labor, and enforced by the National Labor Relations Board, (ii) a plan and its administration, pursuant to the Employee Retirement Income Security Act of 1974, and the rules and regulations promulgated thereunder, (iii) an organization regulated under the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder by the United States Department of Health and Human Services, (iv) an insurance company, pursuant to the applicable insurance laws in those states which may exercise jurisdiction over the applicable insurance company, and (v) applicable entity, pursuant to any amendments to any of the foregoing laws or any successor statutes which replace or supersede any of the foregoing laws.

1.27 Sav-Rx shall mean Sav-Rx Prescription Services.

1.28 Sav-Rx's Proprietary Information shall mean and refer to: (i) this Agreement and all documentation now or hereafter related to the performance of this Agreement, including, without limitation, the Network Pharmacy Agreement, the Rebate Agreement, and the Drug Formulary System; (ii) Sav-Rx's methods of doing business, including the operations of the Formulary Advisory Committee and Sav-Rx's utilization review and quality assurance procedures and programs; and (iii) any and all symbols, logos, trademarks, trade names, service marks, patents, inventions, copyrights, copyrightable material, trade secrets, operating manuals, memoranda, work papers, notes, reports (including Sav-Rx's Reports), customer or Sponsor lists (including lists of Network Pharmacies and drug manufacturers), business information, operational techniques, prospect information, marketing programs, plans, and strategies, operating agreements, financial information and strategies, computer software and other computer-related materials developed or used in Sav-Rx's business. Sav-Rx's Proprietary Information shall exclude any Public Domain Information.

1.29 Services shall mean and refer to those services to be furnished by Sav-Rx to the Sponsor or its Pharmacy Benefit Program pursuant to the terms of the Agreement.

1.30 Specialty Pharmacy Services shall mean biotech and other drug products that require special ordering, handling and/or participant services which are distributed by a Specialty Pharmacy.

1.31 Specialty Pharmacy shall mean a Sav-Rx pharmacy that dispenses biotech and other drug products that require special ordering, handling and/or participant services exclusively.

1.32 Sponsor shall mean the **Hamblen County Government**.

1.33 Sponsor's Eligibility List shall mean the list of Eligible Participants who are covered by the Sponsor's Pharmacy Benefit Program.

1.34 Sponsor's Proprietary Information shall mean and refer to the Health Plan, the Pharmacy Benefit Program, and the Pharmacy Program Specifications, and the information contained therein, including, without limitation, information respecting Eligible Participants, Sponsor's employer groups, Participating Providers, and the financial arrangements between the Sponsor and any

Return to Committee Cover

Eligible Participant, employer group, or Participating Provider. Sponsor's Proprietary Information shall exclude any Public Domain Information.

1.35 Usual and Customary Pricing shall mean and refer to the price that the Network Pharmacy(ies) would have charged the Eligible Participant for the prescription if the Eligible Participant was a cash customer at the time the prescription is dispensed, exclusive of sales tax. It is required that the Usual and Customary Pricing is submitted electronically to Sav-Rx from the network pharmacy dispensing the prescription and does not include claims adjudicated via NCPDP standards such as cash discount cards including as membership program pricing or coupon programs.

2. OBLIGATIONS AND RESPONSIBILITIES OF SAV-RX

2.01 Management and Administration of Pharmacy Benefit Program. Sav-Rx shall perform administrative, management, and consultative services and/or general support in conjunction with the administration and operation of Sponsor's Pharmacy Benefit Program. Such services and general support includes customer service support operations (a toll-free hotline available 24 hours a day, 7 days a week, including all major holidays) to Eligible Participants to assist with their questions or concerns.

2.02 Compliance With Laws. Sav-Rx shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

2.03 Compliance with Sponsor's Eligibility List. Sav-Rx is responsible to provide the Services described herein and in the Plan Design Outline prepared pursuant to Section 3.03, with respect to individuals listed on Sponsor's Eligibility List. Sav-Rx will load Sponsor's Eligibility List within three (3) business days of receipt of file. Sponsor has the option to provide "update" files or "full" filesbi-weekly. In the event that Sav-Rx provides Services with respect to an individual who is not on the Sponsor's Eligibility List, Sav-Rx is responsible for all payments made.

2.04 Indemnification Obligations. Sav-Rx agrees to defend, indemnify, and hold harmless the Sponsor, the Health Plan the Sponsor administers, and all Affiliates, trustees, Fund Administrator officers, employees, consultants, third party administrators and agents of or hired by the Sponsor (collectively, the "Sponsor Indemnitees") from and against any and all liability, damages (of every kind and nature), legal fees, costs, and expenses (including, without limitation, reasonable attorney, expert and accountant fees) which arise out of, relate to, or result from (i) claims asserted against any of the Sponsor Indemnitees, (ii) judgments, awards or orders obtained by third parties against any of the Sponsor Indemnitees through or from a court or other binding dispute resolution process which arise out of (a) any act or omission by Sav-Rx or its vendors, subcontractors, or authorized agents which constitutes a failure by Sav-Rx to exercise the standard of care that is expected of a similarly situated entity experienced in the management and administration of a Pharmacy Benefit Program to health plans of similar size and characteristics of the Health Plan or (b) Sav-Rx's breach of this Agreement. Notwithstanding the foregoing, Sav-Rx shall be under no obligation to indemnify the Sponsor Indemnitees for any liability to the extent it results from such Sponsor Indemnitee's gross negligence or willful misconduct or willful breach of this Agreement, including the submission of materially inaccurate or incomplete information by Sponsor, or any claim by a present or former employee, member, or beneficiary of the Sponsor Indemnitee respecting the protection of such persons' rights, including, but not limited to, rights under the Americans With Disabilities Act or under ERISA. The provisions of this Section 2.04 shall survive the expiration or termination of this Agreement.

2.05 Billing. Sav-Rx will provide Sponsor with a cycle billing statement (as defined in Section 4.01).

2.06 Sav-Rx Insurance. Sav-Rx shall procure and maintain at all times while this Agreement is in effect such policies of general and professional liability insurance, including errors and omissions

Return to Committee Cover

coverage, and other insurance as shall be necessary to insure it and its employees against any claim or claims for damages arising by reason of personal injury or death occasioned by activities of Sav-Rx in connection with and as required by this Agreement. Such policy or self-insured risk mitigation program shall be an amount not less than $1,000,000 per occurrence and $3,000,000 in the aggregate per policy year.

2.07 Network Pharmacies. Sav-Rx will provide an adequate number of Network Pharmacies that will be available to dispense medications on behalf of the Sponsor in the various geographic areas where the Eligible Participants are located. A list of Network Pharmacies shall be provided to Sponsor for its approval. Once the Network Pharmacies' list is approved, additions to or deletions from the list will be mutually agreed upon by the parties. The list of Network Pharmacies shall be available to Sponsor upon request.

2.08 Cyber-Security Protocols. Sav-Rx shall maintain data and cybersecurity procedures equivalent to industry standards and best practices. Sav-Rx agrees that this requirement shall be applicable to all its information technology vendors and subcontractors. Sav-Rx will produce evidence of the foregoing at the request of the Sponsor and will comply with the Sponsor's reasonable requests to document compliance with the Department of Labor's stated best practices on cyber-security. In the event Sav-Rx is subject to a data security breach which has or may have compromised personally identifiable information (PII) or protected health information (PHI) belonging to Sponsor's participants, Sav-Rx shall immediately notify the Sponsor. In the event of a breach requiring remedial action or notice to Sponsor's participants under applicable state or federal law, Sav-Rx shall ensure that all legally required notifications are sent to Sponsor's participants, law enforcement, and the media where applicable. Sav-Rx shall further keep the Sponsor informed of the status of the cyber-security incident and provide the Sponsor with its full cooperation to ensure all actions required by law are taken and that documentation of compliance is made available to the Sponsor.

3. OBLIGATIONS OF SPONSOR

3.01 Interpretation of and Eligibility under the Health Plan. Notwithstanding the services to be performed by Sav-Rx under this Agreement, the Sponsor shall retain all authority to interpret the Health Plan, including, but not limited to, eligibility thereunder and interpretation of the terms of the Health Plan.

3.02 Compensation from Sponsor to Sav-Rx. The Sponsor shall compensate Sav-Rx according to the terms of Exhibit A attached hereto and incorporated by reference.

3.03 Provide Information Pertaining to Pharmacy Benefit Specifications. The Sponsor shall detail its Pharmacy Program Specifications in the Plan Design Outline, including eligibility requirements; benefit definitions; list of covered pharmacy benefits; applicable Copayments; number of days' supply for acute and maintenance medications; edits; list of any exclusions and/or coverage limitations, including dispensing limitations, if any; Eligible Participant identification specifications, if applicable; and any and all manuals, or other information respecting the Sponsor's Pharmacy Benefit Program necessary to fulfill the obligations herein. The Sponsor may add new Pharmacy Program Specifications or amend, revise, or terminate existing Pharmacy Program Specifications upon thirty (30) calendar days' prior written notice to Sav-Rx.

3.04 List of Eligible Participants. The Sponsor shall provide a complete list of all Eligible Participants eligible to participate in the Pharmacy Benefit Program under this Agreement. The Sponsor's Eligibility List will be provided on electronic media or printed eligibility reports acceptable to Sav-Rx. The Sponsor will be responsible for updating this information seven (7) days prior to the end of the month for the following month's eligibility. Sav-Rx may rely solely on this method of identifying Eligible Participants as proof of eligibility. In the event the Sponsor fails to update

Return to Committee Cover

completely the eligibility information to Sav-Rx, the Sponsor is responsible for payment to Sav-Rx for all improperly paid claims resulting from incomplete eligibility reporting.

3.05 Compliance With Laws. The Sponsor shall be responsible for ensuring its compliance with any state and Federal laws and regulations applicable to its Health Plan, including maintaining any necessary licenses and permits.

3.06 Reimbursement of Sales Tax. The Sponsor agrees to reimburse Sav-Rx federal, state or local sales tax liability for covered drugs dispensed to or goods and services supplied to an Eligible Participant. Sales tax is defined as an excise tax based on consumer retail sales whether designated as a sales tax, gross receipts tax, retail consumption tax, value added tax or tax otherwise titled or styled. It includes any tax in existence or hereafter created, whether or not the bearer of the tax is the retailer or consumer.

3.07 Suspension of Business, etc. The Sponsor shall notify Sav-Rx immediately if the Health Plan suspends business, becomes insolvent or becomes unable to pay its debts, or if any bankruptcy proceeding is filed by or against the Health Plan or any affiliate of the Health Plan, or if a receiver is appointed for the Health Plan.

4. COMPENSATION AND BILLING

4.01 Payment Terms: Billing runs on cycles ending the 1st, 11th and 21st of every month. Sav-Rx shall submit invoices, including medication costs and any other associated and agreed upon costs and fees as provided for in Exhibit A. Sponsor is only required to remit payment on a monthly basis. If a Sponsor disputes the appropriateness of an invoice, the Sponsor shall notify Sav-Rx of such dispute within fifteen (15) days of the receipt of the invoice. Sav-Rx and the Sponsor shall, in good faith, attempt to resolve any such disputes expeditiously. Any portion of an invoice not in dispute shall be paid by Sponsor to Sav-Rx within fifteen (15) days of the receipt of the invoice. Any portion of an invoice, for which a dispute has not been raised, that has not been received by Sav-Rx at the end of ninety (90) calendar days after the invoice was sent, shall accrue interest at a rate of 0.83% percent per month or portion thereof on the outstanding balance from the first day following ninety (90) calendar days after the invoice was sent unless the dispute is resolved in Sponsor's favor

4.02 Suspension of Services. If any portion of an undisputed invoice is not paid by the Sponsor within thirty (30) days of when the invoice was sent, Sav-Rx may withhold any and all payments due the Sponsor related to the specific invoice that has not been paid until the undisputed amounts are fully paid.

4.03 Billing of Eligible Participants. Sav-Rx will charge or bill Eligible Participants for any pharmaceutical services not covered by the Sponsor and for copayments or deductibles due.

4.04 Payment of Rebates. Sav-Rx shall pay the Sponsor pharmaceutical manufacturer rebates in an amount in accordance with the parameters set forth on Exhibit A no later than thirty (30) days of their receipt on a quarterly basis. Rebate guarantee does not apply to claims processed through staff model/hospital pharmacies where such pharmacy is subject to its own manufacturer contracts (rebate or purchase discounts) or through pharmacies that participate in the Federal government pharmaceutical purchasing program. Sav-Rx will monitor the patent expirations of rebated brand medications. Sav-Rx will provide an estimate of the rebate impact associated with major brand medications going generic and will adjust the guarantee accordingly beginning on the date the generic becomes available.

If a government action, change in law or regulation, change in the interpretation of law or regulation or action by any drug manufacturer or by Sponsor has material adverse effect on the availability of rebate guarantees, Sav-Rx may modify the program pricing terms upon written notice of any such event. If any such program pricing terms revision is unacceptable to Sponsor, Sponsor will notify

Return to Committee Cover

Sav-Rx in writing, within fifteen (15) days of Sponsor's receipt of such notice of the pricing revision. If the parties are unable to agree on acceptable pricing, either party may terminate the agreement upon thirty (30) days' prior written notice to the other party.

5. TERM AND TERMINATION

5.01 Term. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for two (2) years ("Term"). Thereafter, this Agreement shall be automatically renewed for successive one (1) year terms unless terminated in writing pursuant to this Section. If the Sponsor or Sav-Rx wish to modify or amend the terms of this Agreement, other than the financial terms, either party shall notify the other of such wish not less than ninety (90) days prior to the anniversary of the Effective Date. With regard to the financial terms of the Agreement, Sav-Rx and the Sponsor agree that they will meet not less than one hundred (100) days nor more than one hundred twenty (120) days prior to the anniversary of the Effective Date to determine whether amendments to the financial terms are warranted.

5.02 Termination of This Agreement by Sponsor or Sav-Rx. Notwithstanding the provisions of 5.01, either the Sponsor or Sav-Rx may terminate this Agreement for any reason upon sixty (60) days prior written notice, without penalty. In the event of a material breach of this Agreement by either the Sponsor or Say-Rx, the other party may notify the party in breach in writing specifying the manner in which this Agreement has been breached, and this Agreement shall terminate automatically thirty (30) days after such notice unless the breach has been cured to the reasonable satisfaction of the non-breaching party.

5.03 Compensation After Termination. Upon the expiration or termination of this Agreement, Sav-Rx shall be obligated only to provide those Services, which reflect a date of service on or before the effective date of such expiration or termination and to provide the applicable rebates The Sponsor shall continue to pay invoices for all pre-termination claims processed or paid by Sav-Rx and all other related Services provided by Sav-Rx hereunder in a timely manner.

5.04 Transition Files After Termination. Sav-Rx will provide Sponsor a data file for not less than one quarter of claims data. This file will include all data elements needed for transition including retail claims, mail order claims, specialty claims, prior authorization, deductibles and Copayments. This data will be participant specific and will be provided at no cost to the Health Plan. If the Health Plan or other Pharmacy Benefit Manager ("PBM") requires a specific file or format the cost will be determined at the time of the request.

5.05 Insolvency. Either the Sponsor or Sav-Rx may terminate this Agreement if the other files a petition in bankruptcy, or if Sav-Rx or the Health Plan has a petition in bankruptcy filed against it, a receiver or trustee (other than, for the Health Plan, the trustees of the Sponsor) appointed over its assets, or an attachment, seizure, lien, or levy made against a substantial portion of its assets which is not released or dismissed within thirty (30) calendar days. In such event, the termination of this Agreement shall be effective upon the insolvent party's receipt of written notice thereof.

6. RELATIONSHIP OF THE PARTIES

6.01 Independent Contractors. The relationship between and among Sav-Rx and Sponsor is that of independent entities contracting solely to effectuate the purposes of this Agreement and, except to the extent expressly provided in this Agreement, nothing contained in this Agreement shall be construed or deemed to create any other relationship between the parties, including one of ownership, employment, agency, or joint venture. Sav-Rx is not an ERISA fiduciary or plan sponsor of Sponsor or its plans.

Return to Committee Cover

6.02 Sav-Rx's Services to Other Sponsors. The Sponsor acknowledges and understands that the Services performed by Sav-Rx under this Agreement shall not be rendered on an exclusive basis to Sponsor and that Sav-Rx contracts with other Sponsors for the provision of the same or similar services, which other Sponsors may be competitors of Sponsor.

6.03 Exclusivity of Sav-Rx. Notwithstanding Section 6.02 above, Sponsor agrees that the Services provided for under this Agreement shall be exclusively performed by Sav-Rx, including but not limited to entering into rebate agreements.

7. RECORDS; CONFIDENTIAL AND PROPRIETARY INFORMATION

7.01 Confidentiality of Medical Records Sav-Rx and Sponsor shall safeguard the confidentiality of Eligible Participant health records in accordance with all applicable state and federal law.

7.02 Maintenance of Records; Access to Records. Sav-Rx shall maintain records relating to its responsibilities under this Agreement during the Term of this Agreement and for a period of at least twelve (12) months after the expiration or termination of this Agreement or as otherwise provided by law. The Sponsor shall maintain records relating to the terms and operation of the Health Plan and the Pharmacy Benefit Program during the Term of this Agreement and for a period of twelve (12) months after the expiration or termination of this Agreement or as otherwise provided by law. Upon reasonable notice and at reasonable times, each party hereto and its agent or designee shall have the right to examine and audit the books, records, and files of the other as they relate to the performance of this Agreement or the transactions contemplated hereunder for up to a period of twelve (12) months, or such other period as required to comply with Federal and State laws and regulations. This right may be exercised by a qualified independent third party selected by the interested party and approved by the other party. The qualified independent third party may only work on a fee basis and not a contingency basis. If the independent third party is not acceptable to the other party, the other party will select an independent third party to be approved by the interested party. If this second independent third party is not acceptable to the interested party, the two unacceptable third parties shall determine an acceptable third party through mutual agreement. The expense of the audit or examination shall be borne by the party requesting it.

7.03.01 Sponsor's Obligations With Respect to Sav-Rx Proprietary Information. The Sponsor acknowledges and agrees that Sav-Rx's Proprietary Information is confidential or proprietary to, and a trade secret of, Sav-Rx. Except in furtherance of the performance of this Agreement and the transactions now or hereafter contemplated here under, the Sponsor agrees to hold all of Sav-Rx's Proprietary Information in strictest confidence and to not use, disclose, divulge, or exploit any such information for their own benefit or for the benefit of some third party without the prior written consent of Sav-Rx, which consent may be refused for any or no reason. Sav-Rx and Sponsor further acknowledge that, during the course of this Agreement, Sponsor may have access to or make use of certain of Sav-Rx's Proprietary Information. However, Sav-Rx shall remain the sole and exclusive owner of Sav-Rx's Proprietary Information notwithstanding its disclosure to Sponsor. Upon the expiration or termination of this Agreement, for any reason whatsoever, Sponsor shall immediately return to Sav-Rx or destroy any and all of Sav-Rx's Proprietary Information in Sponsor's possession except where such information is required by Sponsor to comply with Federal and State laws and regulations, including all copies, duplications, and replicas thereof, and the Sponsor shall take reasonable steps to ensure that the other parties to which they may have provided such information do the same. Notwithstanding the above, this Section shall not apply to aggregated or de-identified information.

7.03.02 Sav-Rx's Obligations With Respect to Sponsor's Proprietary Information. Sav-Rx acknowledges and agrees that Sponsor's Proprietary Information is confidential or proprietary to, and a trade secret of, the Sponsor. Except in furtherance of the performance of this Agreement and the transactions now or hereafter contemplated hereunder, Sav-Rx agrees to hold all of Sponsor's Proprietary

Return to Committee Cover

Information in strictest confidence and to not use, disclose, divulge, or exploit any such information for Sav-Rx's own benefit or for the benefit of some third party without the prior written consent of the Sponsor, which consent may be refused for any or no reason. The Sponsor and Sav-Rx further acknowledge that, during the course of this Agreement, Sav-Rx, may have access to or make use of certain of the Sponsor's Proprietary Information. However, the Sponsor shall remain the sole and exclusive owner of the Sponsor's Proprietary Information notwithstanding its disclosure to Sav-Rx. Upon the expiration or termination of this Agreement, for any reason whatsoever, Sav-Rx shall immediately return to the Sponsor or destroy any and all of the Sponsor's Proprietary Information in Sav-Rx's possession except where such information is required by Sav-Rx to comply with Federal and State laws and regulations, including all copies, duplications, and replicas thereof and Sav-Rx shall take reasonable steps to ensure that the other parties to which Sav-Rx may have provided such information do the same. Notwithstanding the above, this Section shall not apply to aggregated or de-identified information.

7.03.03 Confidentiality of this Agreement and Related Information. This Agreement and all terms and conditions hereof, are confidential to the extent permitted by Tennessee law. Any and all accounts, records, books, files, and lists respecting any transaction provided for or contemplated under this Agreement (the "Related Information") shall be confidential and proprietary to the party generating such information.

7.03.04 Eligible Participant Confidentiality. Notwithstanding any other provision in this Agreement, each party shall at all times maintain the confidentiality of any Eligible Participant specific information, including without limitation Protected Health Information ("PHI"), in accordance with all-applicable federal, state or local laws and regulations. The parties have executed a business associate agreement, the terms of which are incorporated herein. Each party shall cooperate with the other party in taking such reasonable steps and executing all documents reasonably requested by the other party to comply with all such state and federal laws and regulations.

7.03.05 Equitable Relief. The parties to this Agreement acknowledge and agree that it would be difficult to measure the damages resulting from any breach by the parties of their respective obligations set forth in this Section 7.03, that injury from any such breach would be impossible to calculate, and that money damages would therefore be an inadequate remedy for any such breach. Consequently, the parties mutually agree that, in addition to any other rights or remedies which the parties hereto may have, they each shall be entitled to seek injunctive and other equitable relief, without bond or other security, in the event of an actual or threatened breach by any other party of any of the covenants of this Section 7.03. The obligations and the rights and remedies of the parties under this Section 7.03 are cumulative and in addition to, and not in lieu of, any obligations, rights, or remedies created by applicable patent, copyright, or other laws, including the statutory and common laws governing unfair competition and misappropriation or theft of trade secrets, proprietary rights, or confidential information. With respect to any dispute between the parties, each party shall bear its own attorneys' fees, except as otherwise authorized by law or by statute.

7.03.06 Prescription Drug Information. To the extent permitted by applicable laws, all records of prescription drug products dispensed to Eligible Participants shall be the property of the Sponsor. However, during the Term of this Agreement and for a reasonable period after termination of this Agreement, to the extent such use or disclosure is permissible by law, Sponsor grants Sav-Rx the right to use and disclose to approved third parties the drug and related medical data of Sponsor's Eligible Participants (i) in furtherance of the performance of Sav-Rx's responsibilities under this Agreement, and (ii) as utilized in, or incorporated into, Sav-Rx's research, cost analyses, and cost comparison studies. All such research, cost analyses, and cost comparisons, and other similar studies or reports conducted or prepared by Sav-Rx ("Sav-Rx Reports") shall be the sole and exclusive property of Sav-Rx. Such information if used, will be aggregated with that of other Sponsors and de-identified so as to protect the confidentiality of both the Sponsor and the Eligible Participant. Sav-Rx shall provide copies of all such Sav-Rx Reports to Sponsor.

Return to Committee Cover

7.03.07 Identifiable Eligible Participant Information and Mailings. Sav-Rx may not use or allow any others to use identifiable Eligible Participant information to make any mailings or other solicitations to Eligible Participants without the express authorization of the Sponsor.

7.03.08 Disclosures. Sav-Rx shall not disclose the Sponsor's or an Eligible Participant's confidential information to its parent, affiliates, or subsidiaries nor offer or convey such information to any third parties without the express written approval of Sponsor.

7.03.09 Legal Disclosures. Nothing contained in this Section 7.03 shall prevent or restrict either party from disclosing any confidential or proprietary information of the other party pursuant to a subpoena or valid court order or as required under applicable statute, rule, or regulation or by a Governmental Authority with competent jurisdiction.

8. NOTICES

Any and all notices, requests, consents, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered, if sent by United States registered or certified mail (return receipt requested), (ii) when delivered, if delivered personally by commercial courier, (iii) on the next business day, if sent by next day, United States Express Mail or United Parcel Service, or (iv) when delivered, if sent by FAX (receipt of which is confirmed), in each case to the parties at the following addresses (or at such other addresses as shall be specified by like notice) with postage or delivery charges prepaid (if applicable):

If to Sav-Rx:
224 North Park Avenue
Fremont, NE 68025
Attn: Christy Piti , CEO
Fax: 402-753-2880
cpiti@savrx.com

If to Hamblen County Government:
511 West Second North St
Morristown, TN 37814
Attn: Finance Director
Fax: 423-585-5699
Email: ahale@co.hamblen.tn.us

9. GENERAL PROVISIONS

9.01 Integrated Agreement. This Agreement, including all Exhibits and the business associate agreement incorporated herein, constitutes the final written integrated expression of all agreements between Sav-Rx and the Sponsor with respect to the subjects addressed in this Agreement and is a complete and exclusive statement of those terms. This Agreement supersedes all prior or contemporaneous, written or oral, memoranda, arrangements, contracts, understandings, or agreements between the parties hereto relating to any of the subjects addressed herein.

9.02 Amendments; Waiver. This Agreement shall not be amended, modified, revised, or supplemented, or any provision hereof waived, except pursuant to a dated written instrument executed by Sav-Rx

Return to Committee Cover

and the Sponsor. The waiver by any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

9.03 Severability. In the event that any provision in this Agreement shall be found by a court or Governmental Authority of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be construed and enforced as if it had been narrowly drawn so as not to be invalid, illegal, or unenforceable and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

9.04 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to principles of conflicts of law, and of the United States. Any provisions required to be included in this Agreement by any Regulatory Laws which applies to the Sponsor or Sav-Rx, shall be deemed incorporated in full into this Agreement whether or not expressly provided herein. Any legal action, suit, or proceeding arising out of or relating to this Agreement, may be instituted in a Federal court with proper venue located in the State of Tennessee, and each party further irrevocably submits to the jurisdiction of any such court in any such action, suit, or proceeding.

9.05 Dispute Resolution. The parties agree to act in good faith to resolve any controversy or dispute arising out of or related to this Agreement promptly through negotiations of executive or responsible representatives of each party. In the event of a dispute, the disputing party shall give the other party written notice of the dispute and, within thirty (30) days of receiving that notice, the receiving party shall present its response. Both the notice and the response shall include a statement of each party's position, a summary of the evidence and arguments supporting the position, and the name of the executive or other representative who will negotiate on behalf of that party. Negotiations shall be held at a mutually acceptable time and place, beginning no later than thirty (30) days following the receiving party's receipt of the notice of the dispute, and continuing thereafter as often as the negotiators reasonably deem necessary to resolve the dispute. If the dispute has not been resolved within sixty (60) days of issuance of the written notice of the dispute, or if this negotiation process has not been fulfilled by either or both of the parties, then each party will retain all rights to bring an action regarding such matter in accordance with law.

Any disputes not resolved by the dispute resolution process described above, shall be resolved by legal action brought by the respective parties and/or their counsel in the venue set forth in Section 9.04.

9.06 Assignment. Sponsor shall immediately notify Sav-Rx in the event of a merger or termination of the Health Plan, and Sav-Rx shall immediately notify Sponsor in the event of a change of ownership or control of the operations of Sav-Rx within twenty (20) days of merger or termination.

9.07 Successors and Assigns. This Agreement inures to the benefit of and is binding upon the parties, their respective successors and transferees in interest by way of merger, acquisition, or otherwise, and their permitted assigns.

9.08 Construction. This Agreement has been drafted with the joint participation of the Sponsor and Sav-Rx and shall be construed to be neither against nor in favor of either party hereto, but rather in accordance with the fair meaning hereof.

9.09 Articles, Sections, Exhibits, and Schedules. References in this Agreement to articles, sections, exhibits, and schedules are to articles, sections, exhibits, and schedules of and to this Agreement. However, the article and section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All exhibits

Return to Committee Cover

and schedules to this Agreement, either as originally existing or as the same from time to time may be supplemented, modified, or amended, are hereby incorporated in full herein by this reference.

9.10 Force Majeure. Performance under this Agreement shall be excused to the extent and for so long as such performance is impaired, prevented, or delayed by any Act of God, war, riot, insurrection, civil commotion, sabotage, strike or other labor disturbances, accidents, fire, flood, earthquake, explosions that damage plants or facilities, acts of Governmental Authorities, power outages or any other cause unavoidable, unforeseeable, and beyond the control of either party, provided that the party availing itself of such excuse shall at all times exert its reasonable efforts to remove or avoid such cause and shall resume or complete its required performance promptly after such cause ceases to hinder or delay full performance hereunder.

9.11 Counterparts. This Agreement may be transmitted by facsimile, email and executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

9.12 Financial Disclosure.

Network Pharmacies— Sav-Rx contracts for its own account with retail pharmacies to dispense prescription drugs to members of the clients for whom Sav-Rx provides PBM services. The rates paid by Sav-Rx to these pharmacies differ from one network of pharmacies to the next, and among pharmacies within a network. Sav-Rx generally contracts with clients to be paid an ingredient cost for drugs dispensed in a given retail network selected by the client at a uniform rate that applies to all pharmacies in the selected network. Thus, where the rate paid by a client exceeds the rate negotiated with a particular pharmacy, Sav-Rx will realize a positive margin on the applicable prescription. The reverse may also be true, resulting in negative margin for Sav-Rx. In addition, when Sav-Rx receives payment from a client before payment to a pharmacy is due, Sav-Rx retains the benefit of the use of the funds between these payments.

Manufacturer Rebates and Associated Administrative Fees— Sav-Rx may contract for its own account with pharmaceutical manufacturers to obtain rebates attributable to the utilization of certain prescription products by individuals who receive benefits from clients for whom Sav-Rx provide PBM services. Rebate amounts vary based on the volume of utilization as well as the benefit design and formulary position applicable to utilization of a product. Sav-Rx often pays all or a portion of the rebates it receives to a client based on the client's PBM services agreement. Sav-Rx retains the financial benefit of the use of any funds held until payment is made to a client. In connection with our maintenance and operation of the systems and other infrastructure necessary for managing and administering the rebate process, Sav-Rx may also receive administrative fees from pharmaceutical manufacturers participating in the rebate program discussed above. The services provided to participating manufacturers include making certain drug utilization data available, as allowed by law, for purposes of verifying and evaluating the rebate payments.

Pharmacy Dispensing and Distribution— Sav-Rx has several licensed mail order and specialty pharmacies. These entities purchase prescription drug inventories, either directly from manufacturers or from drug wholesalers, for dispensing to patients or for distribution to physician offices. Purchase discounts off the acquisition cost of these products are made available by manufacturers in the form of both up-front and retrospective discounts. Such discounts are not considered part of the rebates paid to Sav-Rx by manufacturers in connection with Sav-Rx's rebate program. While rebates are directly attributable to the utilization of pharmaceutical products by individuals who receive benefits from clients for whom Sav-Rx provides PBM services, product acquisition price discounts are based on a pharmacy's inventory needs and, in the case of specialty pharmacies, the performance of related patient care service obligations. The purchase discounts obtained by these facilities are not based on any client's benefit design. When a Sav-Rx subsidiary pharmacy dispenses or distributes a product from its inventory, the purchase price paid for the dispensed product, including applicable dispensing fees, may be greater or less than the pharmacy's

Return to Committee Cover

acquisition cost for the product net of purchase discounts. In general, Sav-Rx' pharmacies realize an overall positive margin between this net acquisition cost and the amounts paid for the dispensed products.

Pharmaceutical Program Services—Sav-Rx's specialty pharmacy may receive compensation from manufacturers for their administration of programs related to the distribution of certain pharmaceutical products. This compensation is based on the fair market value of the services provided and is unrelated to the drug formulary development process or drug utilization applicable to the clients for whom we provide PBM services. Examples of these services include (i) administering patient assistance programs for indigent patients; (ii) administering product sample distribution programs; and (iii) dispensing prescription medications to patients enrolled in clinical trials.

Data Reporting— Sav-Rx may sell certain data resulting from its PBM and pharmacy services to healthcare data aggregators and similar entities from time to time. In addition, as a condition to receiving access to certain products, a specialty pharmaceutical manufacturer often will require a purchasing specialty pharmacy to report selected information to the manufacturer regarding the pharmacy's service levels and other de-identified dispensing-related data with respect to patients who receive such manufacturer's product. A portion of the discounts or other compensation made available to our specialty pharmacies represents compensation for such reporting. All such reporting activities are conducted in compliance with applicable patient privacy laws.

9.13 Changes to Benchmark Pricing. The parties understand that pricing indices historically used (and that are the basis in this Agreement), for determining the financial components of pharmacy billing rates are outside the control of Sponsor and Sav-Rx. The parties also understand that there are currently extra-market industry, legal, government and regulatory activities, which may lead to changes relating to, or elimination of, these pricing indices that could alter the financial positions of the parties as intended under this Agreement. The parties agree that, upon entering into this Agreement and thereafter, their mutual intent has been and is to maintain pricing stability as intended and not to advantage either party to the detriment of the other. Accordingly, if the AWP or the methodology for applying the AWP changes at any time during the Term of this Agreement, the parties will reopen the Agreement to negotiate a pricing formula that reflects the parties' interest and is consistent with the current pricing formula, using a benchmark that is a standard in the industry and agreed by both parties. Sav-Rx will provide Sponsor notice of such a change and Sponsor agrees to begin negotiations on changes to the pricing formula no later than ten (10) days following receipt of such notice. If no agreement is reached, either party may terminate this agreement upon thirty (30) days' written notice.

9.14 Audit. Sav-Rx will maintain all claims records relating to Services performed under this Agreement as required by applicable law. Such claims records will be in their original electronic form or other form determined by Sav-Rx. Sav-Rx claims records may be audited by Sponsor or its representative approved by Sav-Rx, subject to execution of a confidentiality agreement, for a maximum period of 12 months prior to the agreed upon audit date, or such other period as required to comply with Federal and State laws and regulations, subject to applicable confidentiality provisions and legal requirements. Unless otherwise required to comply with Federal and State laws and regulations, any audit by Sponsor may be conducted once annually upon sixty (60) days' prior written notice, and during regular business hours.

Sav-Rx's agreements with rebate aggregators are subject to confidentiality agreements. To the extent required under such agreements, an audit of a rebate aggregator will be conducted by an accounting firm approved by Sav-Rx, such approval shall not be unreasonably withheld, whose audit department is a separate stand alone function of its business, and which carries insurance for professional malpractice of at least $2,000,000. Unless otherwise required to comply with Federal and State laws and regulations, an audit of a rebate aggregator will include only those portions of such pharmaceutical manufacturer agreements as necessary to determine Sav-Rx's compliance with respect to Total Rebates. Except as otherwise required to comply with Federal and State laws and

Return to Committee Cover

regulations, an audit of a rebate aggregator will be conducted once annually from January through September, during normal business hours, at Sav-Rx's offices as scheduled by agreement of the parties, but not sooner than ninety (90) days after execution of Sav-Rx's confidentiality agreement.

IN WITNESS WHEREOF, Sav-Rx and the Sponsor have executed this Agreement effective as of the date first written above.

A & A Services, LLC, DBA
Sav-Rx Prescription Services

_____

_____

Hamblen County Government

_____

_____

_____

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Return to Committee Cover

EXHIBIT A

Financial Terms

Sav-Rx will provide the Services in the Agreement pursuant to the following financial provisions.

Retail Services (Up to 34 days' supply)

For prescriptions billed to the Sponsor, electronically processed and dispensed to an Eligible Participant through Sav-Rx's retail pharmacy network, the Sponsor shall pay a guaranteed rate to Sav-Rx.

Retail: The lower of Usual and Customary Pricing or
(A) For the Multi-Source Generic Drugs.
AWP-85%
(B) For the Brand Name Drugs and Limited Distribution Generics.
AWP-19%
(C) No dispensing fee.
(D) No administrative fee.

Retail Services (Up to 90 days' supply)

For prescriptions billed to the Sponsor, electronically processed and dispensed to an Eligible Participant through Sav-Rx's retail pharmacy network, the Sponsor shall pay a guaranteed rate to Sav-Rx.

Retail: The lower of Usual and Customary Pricing or
(A) For the Multi-Source Generic Drugs.
AWP-85.5.0%
(B) For the Brand Name Drugs and Limited Distribution Generics.
AWP-21.50%
(C) No dispensing fee.
(D) No administrative fee.

Mail Order Services

For prescriptions dispensed by Sav-Rx through one of its mail service pharmacies to an Eligible Participant, the Sponsor shall pay a guaranteed rate to Sav-Rx:
(A) For the Multi-Source Generic Drugs.
AWP-87.50%
(B)For the Brand Name Drugs and Limited Distribution Generics.
AWP-24.00%
(C)No dispensing fee.
(D) No administrative fee.

Specialty Pharmacy Services

Sav-Rx offers a comprehensive Specialty Drug Program that includes patient care services, refill reminders, patient compliance assistance, utilization management, prior authorization programs, dose optimization and therapy monitoring. Patients may obtain specialty products through either our specialty pharmacy (exceptions are limited distribution products) or retail network pharmacies at the reimbursement rates set forth on the specialty drug list. Specialty products are not available through the Sav-Rx Mail Order Pharmacy.

Standard Discounts:

Sav-Rx Specialty Pharmacy
(A) For the Generic Drugs.

Return to Committee Cover

AWP-55.00%

(B) For the Brand Name Drugs.
AWP-17.00%

(C) No dispensing fee.

(D) No administrative fee.

Retail Network Pharmacy

(A) For the Generic Drugs.
AWP-55.00%

(B) For the Brand Name Drugs.
AWP-15.50%

(C) No dispensing fee.

(D) No administrative fee.

Limited distribution Drugs are specialty drugs that are limited by the manufacturer to a specific pharmacy. This small number of drugs are not available through the Sav-Rx Specialty Pharmacy. Sponsor will be charged the applicable participating pharmacy's rate for these medications.

Exceptions to Standard Pricing:
Sav-Rx updates the specialty drug lists as new products are introduced to the market. Pricing for these new products will be determined by Sav-Rx and Sponsor will have the option of accepting or not accepting the addition to the list.

Vaccines/Immunizations

Definitions

a. "Flu Vaccines" shall mean those Covered Medications that are vaccines and immunization products available to protect the body from contracting strains of influenza.
b. "COVID Vaccines" shall mean those Covered Medications that are vaccines and immunization products available to protect the body from contracting strains of Coronavirus Disease 2019 (COVID-19) either FDA approved or under an Emergency Use Authorization (EUA). Rules regarding cost share, funding and administration fees are subject to Federal and State regulations including but not limited to the Coronavirus Aid, Relief, and Economic Security (CARES) Act.
c. "Other Vaccines" shall mean those Covered Medications that are vaccines and immunization products available for vaccine-preventable diseases other than influenza.

For each vaccine administered to an Eligible Member, the lesser of U&C price or rates set forth below, reduced by any applicable Patient Pay Amount received.

VACCINE TYPE	REIMBURSEMENT RATE	ADMINISTRATION FEE
Flu Vaccines	**AWP -15.0%**	$15.00
COVID Vaccines	**$0.00**	Not to exceed CMS Standard Fee
Other Vaccines	**AWP-15.0%**	$20.00

Return to Committee Cover

Retail/Mail Generic/Brand Guarantee
The guarantee will be calculated as: [1-(total discounted AWP ingredient cost (excluding dispensing fees and claims with ancillary charges, and prior to application of copayment) of applicable prescription drug claims for the annual period divided by total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period]. Generic drugs subject to patent litigation actions, single source products, OTC products, and Specialty Products shall be excluded from the guarantee.

The guarantee is further subject to the following:

- To the extent the assumptions are incorrect as of the implementation date of this Agreement, or the Sponsor changes its benefit design or formulary during the Term of this Agreement, the guarantee will be equitably adjusted if there is a material impact on the generic discount achieved.
- Sav-Rx will pay the difference of the Sponsor's net cost for any shortfall between the actual result and the guaranteed result. Any excess achieved in any other guarantee offered pursuant to this Agreement will be used to make up for, and offset, a shortfall in other guarantees.

Market Check
Sav-Rx will conduct annual market assessments, otherwise known as Market Checks, during the contract term to determine the continued competitiveness of pricing and associated financial guarantees. In the event the Sponsor determines that current pricing is less favorable than those available in the competitive market, Sav-Rx agrees to enter into good faith negotiations to reach agreement on market-competitive revisions to the program pricing terms. If, after ninety (90) days, the parties have been unable to reach agreement on an equitable modification terms, then the client may terminate the contract with ninety (90) days' notice without penalty.

Additional PBM Services

Service	Fee
Direct Member Reimbursement	$1.50 per claim
EGWP Secondary Wrap	$2.25 per claim

Payment of Rebates.

Sponsor will receive the greater of a pass-through of 85% of rebates received by Sav-Rx within 30 days of receipt by Sav-Rx or a minimum rebate per brand prescription based on plan design.

	Open	3rd Tier (Formulary)	3rd Tier (Formulary & Step)
Retail per qualified brand claim	$12	$91.67	$130.26
Mail per qualified brand claim	$30	$280.00	$281.05
Specialty Pharmacy per qualified brand claim	$190	$956.25	$1,445.00

The rebate guarantees do not apply to cash discount programs however all collected rebates will be passed through at 85% to the Fund. The "Open" guarantee level includes "Two-Tier" copayment schedules and "Three-Tier" copayment schedules without a $15 copayment differential. The "3rd Tier" guarantee level requires the Health Plan to implement the Sav-Rx formulary without changes or customizations and to have a $15 copayment differential between the formulary and non-formulary copayment tiers. This guarantee level cannot implement generic promotion programs for highly rebated therapeutic categories such as a step edit on the formulary drug. The "3rd Tier Formulary and Step" guarantee level also requires the Health Plan to implement the Sav-Rx formulary without changes or customizations and to have a $15 copayment differential between the formulary and non-formulary copayment tiers. In addition, the Health Plan must add a step edit to non-formulary drugs in highly rebated therapeutic classes to promote the use of formulary drugs.

Return to Committee Cover

CONFIDENTIALITY/BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
HAMBLEN COUNTY GOVERNMENT ("PLAN")
AND
SAV-RX PRESCRIPTION SERVICE

This Agreement **("Agreement")**, effective as of April 17, 2023 **("Effective Date")**, by and between Sav-Rx Prescription Service, for itself and on behalf of its subsidiaries and affiliates **("Business Associate")** and Hamblen County Government **("Plan"** or **"Covered Entity")**,[1] is entered into to affirm their commitment to protect the confidentiality of protected health information **("PHI")** that is generated and/or shared by them, to protect the security of electronic protected health information **("E-PHI")** that is created, received, maintained or transmitted by Business Associate on behalf of Covered Entity, and to comply with the standards for electronic transactions, all to the extent required by the Health Insurance Portability and Accountability Act of 1996 and the implementing administrative, privacy and security regulations and related government guidance **("HIPAA")**, and the Health Information Technology for Economic and Clinical Health Act and related government guidance to the extent applicable to business associates **("HITECH")**. This Agreement is intended to supplement the terms of all agreements for services existing between the Parties and supersede any prior business associate agreement and understandings or contractual provisions inconsistent with the requirements under HIPAA.

WHEREAS, Business Associate and Covered Entity will enter into a services agreement pursuant to which Business Associate, on an independent contractor basis, will act as the Prescription Benefit Manager for Covered Entity and provide related services for its prescription drug benefit ("**PBM Agreement**"), and Business Associate may create on behalf of, or receive from Covered Entity or its service providers, individually identifiable health information that qualifies as PHI under HIPAA, and maintain or transmit individually identifiable health information that qualifies as E-PHI on their behalf; and

WHEREAS, Business Associate is a "business associate" of Covered Entity within the meaning of HIPAA, and Covered Entity is required to obtain satisfactory assurances, through a written agreement, that Business Associate will appropriately safeguard the confidentiality of PHI received from or created on its behalf and the security of E-PHI created, received, maintained or transmitted on its behalf, and comply with the electronic transaction standards, all to the extent required by HIPAA and HITECH;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, Covered Entity and Business Associate hereby agree as follows:

1. **Definitions.** The following terms, when used in this Agreement as capitalized terms, shall have the following meaning unless a different meaning is clearly and plainly implied by the context. All other terms that are used but not defined in this Agreement shall have the meaning specified

[1] Business Associate and Covered Entity are also collectively referred to as the "Parties."

Return to Committee Cover

under the HIPAA Rules, including its statute, regulations and other official government guidance, or if none is specified, shall be interpreted in a manner consistent therewith.

(a) **"Breach"** means the acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises its security or privacy, as defined in 45 CFR § 164.402.

(b) **"Breach Notification Rule"** means the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information, as set forth in 45 CFR Parts 160 and 164, subparts A and D.

(c) **"Electronic Health Record"** means an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff as defined in the American Recovery and Reinvestment Act of 2009 § 13400(5).

(d) **"Electronic Protected Health Information" or "E-PHI"** means individually identifiable health information that is Protected Health Information and transmitted by or maintained in electronic media, as defined in 45 CFR § I60.103, except that it shall be limited to E-PHI that Business Associate (or its agents and Subcontractors) creates, receives, maintains or transmits on behalf of Covered Entity.

(e) **"Electronic Transactions Rule"** means the final regulations issued by HHS concerning standard transactions and code sets, as set forth in 45 CFR Parts 160 and 162.

(f) **"Enforcement Rule"** means the Enforcement Provisions as set forth in 45 CFR Part 160.

(g) **"HHS"** means the United States Department of Health and Human Services.

(h) **"HIPAA Rules"** means the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule at 45 CFR Part 160 and Part 164.

(i) **"Privacy Rule"** means the Privacy Standards and Implementation Specifications, as set forth in 45 CFR Parts 160 and 164, subparts A and E.

(j) **"Protected Health Information"** or **"PHI"** means individually identifiable health information that qualifies as Protected Health Information as defined at 45 CFR § 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(k) **"Required By Law"** means a legally enforceable mandate compelling the use or disclosure of PHI as set forth in 45 CFR § 164.103.

(l) **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of Covered Entity's E-PHI or interference with

Return to Committee Cover

Business Associate's system operations in Business Associate's Information Systems, as defined at 45 CFR § 164.304.

(m) **"Security Rule"** means the Security Standards and Implementation Specifications, as set forth in 45 CFR Parts 160 and 164, subparts A and C.

(n) **"Subcontractor"** means a person to whom the Business Associate delegates a function, activity or service, other than in the capacity of a member of its workforce, as set forth in 45 CFR § 160.103.

(o) **"Transaction"** means the transmission of information between two parties to carry out financial or administrative activities related to health care, as set forth at 45 CFR § 160.103.

(p) **"Unsecured Protected Health Information"** or **"Unsecured PHI"** means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through technology or a methodology specified by HHS, as set forth at 45 CFR § 164.402.

2. **Privacy and Security of Protected Health Information.**

(a) **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information only as set forth below:

(i) **Functions and Activities on Plan's Behalf.** To perform the functions, activities and services for the Plan as specified or contemplated by the PBM Agreement, consistent with the HIPAA Rules. The Parties may enter into other agreements that include additional functions, activities and services to be provided by Business Associate on Plan's behalf, and this Agreement will also apply to such agreements to the extent they include or involve the use or disclosure of PHI;

(ii) **Business Associate's Operations**. For Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities provided that any disclosure of PHI (A) is Required by Law, or (B) Business Associate obtains reasonable assurance from the person or entity to which it is disclosed that the PHI will be held in confidence and used or further disclosed only for the purpose for which Business Associate disclosed it or as Required by Law and that such person or entity will promptly notify Business Associate (who will notify Plan in accordance with the breach notification provisions) of any instance in which the confidentiality of PHI was Breached;

(iii) **Data Aggregation Services**. Business Associate may use PHI to provide data aggregation services relating to the health care operations of Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B), except as limited by this Agreement:

(iv) **Minimum Necessary**. Business Associate will make reasonable efforts to use, disclose and request only the minimum amount of PHI reasonably necessary to accomplish the intended purpose, and to comply with Covered Entity's related policies and procedures to the extent communicated in writing to Business

Return to Committee Cover

Associate. However, Business Associate is not obligated to comply with the minimum necessary limitation if neither Business Associate nor Covered Entity is required to do so under the HIPAA Rules.

Covered Entity will obtain any consent or authorization required by the Privacy Rule for PHI that it furnishes to Business Associate. Covered Entity will enter into a business agreement, to the extent required by the HIPAA Rules, with any third party that it authorizes to contact Business Associate on its behalf;

(b) Prohibition on Unauthorized Use or Disclosure. Business Associate will not use or disclose PHI, except as permitted or required by this Agreement or in writing by Plan or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's PHI in a manner that would violate the HIPAA Rules if done by Covered Entity, except as permitted for Business Associate's proper management and administration as described above.

(c) Information Safeguards.

(i) Privacy of Plan's PHI. Business Associate will develop, implement, maintain and use appropriate administrative, technical and physical safeguards to protect the privacy of PHI. The safeguards must reasonably protect PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that the Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

(ii) Security of Plan's E-PHI. Business Associate will comply with the Security Rule and will use appropriate administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of E-PHI that Business Associate creates, receives, maintains or transmits on Covered Entity's behalf, to prevent the use or disclosure of PHI other than as provided for by this Agreement.

(iii) No Transfer of PHI Outside United States. Business Associate will not transfer PHI outside the United States without the prior written consent of Covered Entity. In this context, a "transfer" outside the United States occurs if Business Associate's workforce members, agents or Subcontractors physically located outside the United States are able to access, use or disclose PHI.

(d) Subcontractors and Agents. Business Associate will require its Subcontractors and agents, by written agreement with Business Associate, to comply with the Security Rule, to appropriately safeguard PHI created, received, maintained or transmitted on Business Associate's behalf, and to apply the same privacy and security obligations, restrictions and conditions that apply to Business Associate with respect to such PHI.

Return to Committee Cover

(e) Prohibition on Sale of PHI. Business Associate will not engage in any sale (as defined in the HIPAA Rules) of PHI.

(f) Penalties For Noncompliance. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HIPAA Rules.

3. Compliance with Electronic Transactions Rule. If Business Associate conducts. in whole or part, electronic Transactions on Covered Entity's behalf for which HHS has established standards, Business Associate will comply and require any Subcontractor it involves therewith to comply, with the Electronic Transactions Rule and any related operating rules adopted by HHS to the extent applicable.

4. Individual Rights.

(a) Access. Business Associate will, within 20 calendar days after Covered Entity's request, make available to Covered Entity or its designee for inspection and copying, PHI about the individual that is in a designated record set in Business Associate's custody or control, so that Covered Entity may comply with its access obligations under 45 CFR § 164.524. If requested, Business Associate will provide an electronic copy if it is readily producible in the format requested. If it is not, Business Associate will cooperate with Covered Entity to enable Covered Entity to meet its electronic access obligation under 45 CFR § 164.524. Business Associate will forward to Covered Entity an individual's request for inspection or copying of PHI that Business Associate receives, without unreasonable delay and within 48 hours after receipt.

(b) Amendment. Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of an individual's PHI that is in a designated record set in its custody or control to allow Covered Entity to meet its amendment obligations under 45 CFR § 164.526.

(c) Disclosure Accounting. To allow Covered Entity to meet its obligation to account for disclosures of **PHI** under 45 CFR § 164.528:

(i) Disclosures Subject to Accounting. Business Associate will record the information specified below **("Disclosure Information")** for each disclosure of PHI that Business Associate makes to Covered Entity or to a third party, for which Covered Entity must account under the HIPAA Rules.

(ii) Disclosure Information. The Disclosure Information that must be recorded by Business Associate includes (A) the disclosure date, (B) the name and (if known) address of the person or entity to which the disclosure is made, and (C) a brief description of the PHI disclosed and purpose of the disclosure. For repetitive disclosures of PHI for a single purpose to the same person or entity, Business Associate may instead record the Disclosure Information specified above for the first of the repetitive accountable disclosure and then the frequency, periodicity or number of such disclosures and the date of the last such disclosure.

Return to Committee Cover

(iii) Availability of Disclosure Information. Business Associate will maintain the Disclosure Information for at least six (6) years after the date of the accountable disclosure to which it relates. Business Associate will make the Disclosure Information available to Covered Entity or its designee within 48 hours of a request.

(d) Restriction Agreements and Confidential Communications. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices that affects Business Associate's use or disclosure of PHI. Business Associate will comply with any reasonable request from Covered Entity to (i) restrict use or disclosure of PHI pursuant to 45 CFR § 164.522(a), or (ii) provide for confidential communication of PHI pursuant to 45 CFR § 164.522(b), provided that Covered Entity gives written notice to Business Associate of the restriction or confidential communication that Business Associate must follow. Covered Entity will give prompt written notice to Business Associate of the termination of any such restriction or confidential communication requirement.

5. **Breaches and Security Incidents.**

(a) Reporting.

(i) Impermissible Use or Disclosure. Business Associate will report to Covered Entity any use or disclosure of PHI not permitted by this Agreement within 48 hours after discovery thereof.

(ii) Breach of Unsecured PHI. Business Associate will report to Covered Entity's Privacy Officer any potential Breach of Unsecured PHI within 48 hours after discovery thereof in accordance with 45 CFR § 164.410, subject to delay as provided by 45 CFR § 164.412. Business Associate's report will include at least the following information, provided that the absence of any information will not be cause for Business Associate to delay the report: (A) a description of what happened, the date it happened and the date of discovery; (B) the types of PHI involved; (C) who made the non-permitted use or disclosure and who received it; (D) what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, mitigate harmful effects and protect against any further Breaches; (E) what steps the individuals who were subject to the Breach should take to protect themselves from potential harm; and (F) such other information reasonably requested by Covered Entity including a written report and risk assessment under 45 CFR § 164.402.

(iii) Security Incidents. Business Associate will report to Covered Entity any Security Incident of which it becomes aware, in such format and detail and with such frequency as is reasonable and appropriate based upon the relevant facts, circumstances and industry practices consistent with the HIPAA Rules.

(b) Mitigation. Business Associate, to the extent practicable, will mitigate and assist Covered Entity in its efforts to mitigate any harmful effects of which Business Associate is aware, resulting from a use or disclosure of PHI in violation of this Agreement.

Return to Committee Cover

(c) Breach Notification to Third Parties. In the event of a Breach of Unsecured Protected Health Information by Business Associate, Business Associate assumes all responsibility under 45 CFR Section 164, Subpart D, for timely providing Breach notifications to the extent required under the Breach Notification Rule, including as applicable notification to individuals, the HHS Office for Civil Rights, and the media, with Covered Entity's right to review and comment on the content of any such notices before issuance. Covered Entity will provide Business Associate with the addresses and any information necessary for Business Associate to provide the notices. Business Associate will be responsible for the cost of preparing and issuing all required notifications and of all appropriate and necessary remediation and mitigation, for Breaches of Unsecured PHI by Business Associate, its employees, Subcontractors or agents, unless and except to the extent caused by Covered Entity.

6. **Term and Termination.**

(a) Term. This Agreement shall be effective as of the Effective Date and remain in effect until termination of the PBM Agreement or, if earlier, termination of this Agreement as set forth below, subject to survival of the provisions described herein.

(b) Termination For Statutory or Regulatory Changes Affecting PHI. If Covered Entity gives written notice to Business Associate that its responsibilities under the Agreement should be altered as a result of a change in the HIPAA Rules ("Additional Responsibilities"), or if Business Associate on its own initiative or through its own efforts becomes aware of such Additional Responsibilities, the Parties will take necessary action to amend this Agreement and make any changes Required By Law. If Business Associate reasonably determines that its Additional Responsibilities will have a material adverse financial effect on its interest in this Agreement and the PBM Agreement, and the Parties cannot agree on fees and implementation schedules for the Additional Responsibilities, either party may terminate this Agreement and the PBM Agreement upon thirty (30) days prior written notice to the other party.

(c) Right to Terminate for Cause. If either Covered Entity or Business Associate determines that the other party is in material breach of this Agreement, it will provide written notice of such breach to the other party with at least 30 days to cure the breach or end the violation. If the party which has been notified of the material breach fails to take reasonable steps to effect a cure within the initial 30-day period, the reporting party may terminate this Agreement and the PBM Agreement. If the material breach cannot be cured, the reporting party may immediately terminate this Agreement and the PBM Agreement upon written notice to the other party. If Covered Entity or Business Associate is in material breach of its obligations under this Agreement and neither cure or termination is feasible, the other Party will report the violation to HHS if and as required by law.

(d) Treatment of PHI on Termination.

(i) Return or Destruction of Covered Entity's PHI is Feasible. Upon termination of this Agreement for any reason and except as provided below in (ii), Business Associate will immediately return, or if directed by Covered Entity destroy,

Return to Committee Cover

all PHI received from Covered Entity or created or received by Business Associate on Covered Entity's behalf. This provision shall apply to all PHI in the possession of Business Associate's subcontractors or agents. Business Associate shall retain no copies of the PHI.

(ii) Procedure When Return or Destruction Is Not Feasible. If Business Associate reasonably determines that returning or destroying the PHI is infeasible, Business Associate will identify such PHI, including PHI in the possession of its subcontractors or agents, and explain why return or destruction is infeasible. Upon submission of adequate written proof, satisfactory to Covered Entity, that return or destruction of the PHI is infeasible, Business Associate shall extend the protections of this Agreement beyond its termination or conclusion to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate or its subcontractors or agents maintains such PHI.

7. **General Provisions.**

(a) Notices. All notices and communications required by this Agreement shall be in writing and given in one of the following forms using, as applicable, the address for each Party specified in this Agreement or as changed by prior written notice to the other Party: (i) by delivery in person; (ii) by a nationally-recognized, next-day courier service; or (iii) by first-class, registered or certified mail, postage prepaid.

(b) Survival. In addition to any survival rights that are provided elsewhere in this Agreement, the rights and obligations of Business Associate and Covered Entity pursuant to Sections 4, 5, 7(a), 7(d) and 7(e) shall survive termination of this Agreement.

(c) Amendment to Agreement. This Agreement may be amended only in writing signed by the Parties hereto.

(d) Inspection of Internal Practices, Books and Records. Business Associate will make its internal practices, books and records relating to its use and disclosure of PHI available to HHS in a time and manner reasonably requested or as otherwise designated by HHS, to determine compliance with the HIPAA Rules, subject to attorney-client and other applicable legal privileges.

(e) No Third Party Beneficiaries. Nothing express or implied in this Agreement shall be construed as creating any rights or benefits to any third parties.

(f) Construction and Interpretation. Any ambiguity in this Agreement shall be resolved in a manner that permits Covered Entity and Business Associate to comply with the applicable requirements under the HIPAA Rules. The Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement, which shall remain in full force and effect.

Return to Committee Cover

(g) Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(h) Informal Resolution. If any controversy, dispute or claim arises between the parties with respect to this Agreement, they shall make good faith efforts to resolve such matters informally.

(i) Regulatory References. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended or replaced.

INTENDING TO BE LEGALLY BOUND, the Parties have duly executed this Agreement.

Covered Entity: **Hamblen County Government**	**Business Associate:** **Sav-Rx Prescription Service**
Signed: _____	Signed: _____
Print Name: _____	Print Name: Christy Piti
Title: _____	Title: CEO
Date: _____	Date: April 17, 2023
Address: _____	Address: 224 N. Park Ave
_____	Fremont, NE 68025
_____	_____

Return to Committee Cover

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.

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 30, 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.

Return to Committee Cover

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. The County shall reimburse ECD for all insurance premiums paid by ECD until the Health Department moves out of the building. This reimbursement shall extend only until the last day of occupancy by the Health Department and will be refunded pro rata.

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

Return to Committee Cover

_____
Mayor Bill Brittain
Date:

PURCHASER:

HAMBLEN COUNTY EMERGENCY
COMMUNICATIONS DISTRICT,
a subdivision of the State of Tennessee

By:_____
Eric Carpenter, Director
Date:

Lakeway 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.

LAKEWAY TITLE SERVICES

By: _____

Name: _____

Title: _____

Date: _____

Return to Committee Cover

Resolution 23 - _____

A RESOLUTION OF THE COUNTY COMMISSION OF HAMBLEN COUNTY, TENNESSEE AUTHORIZING THE 2023-2024 LITTER GRANT APPLICATION

Resolution authorizing submission of an application for a Litter and Trash Collection Grant for FY 2023-2024 from the Tennessee Department of Transportation and authorizing the acceptance of said grant.

Whereas, the Hamblen County Commission intends to apply for the aforementioned grant from the Tennessee Department of Transportation, and

Whereas, the contract for the grant for FY 2023-20224 will impose certain legal obligations upon Hamblen County.

No, therefore, be it resolved:

1. That Bill Brittain, County Mayor of Hamblen County, is hereby authorized to apply on behalf of Hamblen County for a Litter and Trash Collecting Grant for FY 2023-2024 from the Tennessee Department of Transportation.

2. That should said application be approved by the Tennessee Department of Transportation, then Bill Brittain of Hamblen county is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Hamblen County.

Duly passed and approved this ____ day of May, 2023.

APPROVED: _____
Chris Cutshaw, Chairman, HCLB

ATTESTED: _____
Peggy Henderson, County Clerk

Return to Committee Cover

Resolution 23 - _____

A RESOLUTION OF THE COUNTY COMMISSION OF HAMBLEN COUNTY, TENNESSEE AUTHORIZING THE 2024 BULLETPROOF VEST GRANT APPLICATION

Resolution authorizing submission of an application for a Bulletproof Vest Grant for FY 2023-2024 from the U.S. Department of Justice and authorizing the acceptance of said grant.

Whereas, the Hamblen County Commission intends to apply for the aforementioned grant from the U.S. Department of Justice, and

Whereas, the contract for the grant for FY 2023-20224 will impose certain legal obligations upon Hamblen County.

No, therefore, be it resolved:

1. That Bill Brittain, County Mayor of Hamblen County, is hereby authorized to apply on behalf of Hamblen County for a Bulletproof Vest Grant for FY 2023-2024 from the U.S. Department of Justice.

2. That should said application be approved by the U.S. Department of Justice, then Bill Brittain of Hamblen county is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Bulletproof Vest Grant by Hamblen County.

Duly passed and approved this ____ day of May, 2023.

APPROVED: _____
Chris Cutshaw, Chairman, HCLB

ATTESTED: _____
Peggy Henderson, County Clerk

Return to Committee Cover

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

May 5, 2023

To: Finance Committee
Hamblen County Commission

From: Bill Brittain, Hamblen County Mayor

Re: Pay Raises for Highway Commission members

Last month, the County Commission confirmed an amendment to the private act creating the Hamblen County Highway Commission. The amendment authorizes the county legislative body to set the compensation rate for the Highway Commission members.

Last fall, the Highway Commission requested a $50/month raise for each member. It was tabled. The County Commission now has the authority to set the pay rates. **The Highway Commission is asking for $50/month increase to $400/month for the chairman and $250/month for members.**

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

Return to Committee Cover

BUDGET AMENDMENTS

Return to Committee Cover

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.

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

AMENDMENT #7

2022-2023

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #7 to the 2022-2023 General Purpose School Budget. This amendment was approved by the Board of Education on April 11, 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 increased the budget to $97,397,702.29. Amendment #6 increased the budget to $97,832,702.29. Amendment #7 will increase the budget to $101,832,702.29. Thank you for your consideration of this amendment.

<u>This amendment does not affect the County's maintenance of effort.</u>

Arnold W. Bunch, Jr., Superintendent of Schools

Return to Committee Cover

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

GENERAL PURPOSE
AMENDMENT #7

Return to Committee Cover

HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2022-2023
AMENDMENT #7

EXPENDITURE CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
71300-599	OTHER CHARGES	$ -	$3,892,000.00	$ -	$ 3,892,000.00	NEW INNOVATIVE SCHOOL MODELS GRANT
76100-304	ARCHITECTS	$ -	$ 108,000.00	$ -	$ 108,000.00	
	TOTALS	$ -	$4,000,000.00	$ -	$ 4,000,000.00	
	NET INCREASE		$4,000,000.00			

HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2022-2023
AMENDMENT #7

REVENUE CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
46980	OTHER STATE GRANTS	$ 225,807.50	$4,000,000.00	$ -	$ 4,225,807.50	NEW INNOVATIVE SCHOOL MODELS GRANT
	TOTALS	$ 225,807.50	$4,000,000.00	$ -	$ 4,225,807.50	
	NET INCREASE		$4,000,000.00			

Return to Committee Cover

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.

ARNOLD W. BUNCH, JR.
Superintendent of Schools

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Clyde Kinder

Jerrod Weems

AMENDMENT #8

2022-2023

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #8 to the 2022-2023 General Purpose School Budget. This amendment is pending board approval on May 9, 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 increased the budget to $97,397,702.29. Amendment #6 increased the budget to $97,832,702.29. Amendment #7 will increase the budget to $101,832,702.29. Amendment # 8 will increase the budget to $103,059,009.99. 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

Return to Committee Cover

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

GENERAL PURPOSE
AMENDMENT #8

Return to Committee Cover

HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2022-2023
AMENDMENT #5

EXPENDITURE CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
71100-116	TEACHERS	$ 30,591,894.00	$ 519,750.00	$ -	$ 31,111,644.00	JUNE 2023 SUMMER CAMP BUDGET FOR INSTRUCTION AND TRANSPORTATION
71100-163	EDUCATIONAL ASSISTANTS	$ 1,517,896.00	$ 50,000.00	$ -	$ 1,567,896.00	
71100-201	SOCIAL SECURITY	$ 2,055,656.00	$ 35,325.00	$ -	$ 2,090,981.00	
71100-204	STATE RETIREMENT	$ 2,763,271.00	$ 51,278.00	$ -	$ 2,814,549.00	
71100-212	EMPLOYER MEDICARE	$ 487,463.00	$ 8,263.00	$ -	$ 495,726.00	
71100-429	INSTRUCTIONAL SUPPLIES AND MATERIALS	$ 427,604.81	$ 261,762.39	$ -	$ 689,367.20	
71100-599	OTHER CHARGES / FIELD TRIPS	$ 134,473.00	$ 10,000.00	$ -	$ 144,473.00	
71300-116	TEACHERS	$ 2,928,029.00	$ 2,750.00	$ -	$ 2,930,779.00	
71300-201	SOCIAL SECURITY	$ 185,410.00	$ 172.00	$ -	$ 185,582.00	
71300-204	STATE RETIREMENT	$ 253,049.30	$ 248.00	$ -	$ 253,297.30	
71300-212	EMPLOYER MEDICARE	$ 43,362.50	$ 40.00	$ -	$ 43,402.50	
72120-131	MEDICAL PERSONNEL	$ 541,976.00	$ 23,375.00	$ -	$ 565,351.00	
72120-201	SOCIAL SECURITY	$ 38,855.00	$ 1,450.00	$ -	$ 40,305.00	
72120-204	STATE RETIREMENT	$ 53,134.00	$ 2,104.00	$ -	$ 55,238.00	
72120-212	EMPLOYER MEDICARE	$ 9,082.00	$ 339.00	$ -	$ 9,421.00	
72130-170	SCHOOL RESOURCE OFFICERS	$ 39,500.00	$ 23,375.00	$ -	$ 62,875.00	
72130-201	SOCIAL SECURITY	$ 89,249.00	$ 1,450.00	$ -	$ 90,699.00	
72130-204	STATE RETIREMENT	$ 123,834.00	$ 2,104.00	$ -	$ 125,938.00	
72130-212	EMPLOYER MEDICARE	$ 20,872.00	$ 339.00	$ -	$ 21,211.00	
72210-105	SUPERVISORS / DIRECTORS	$ 236,193.00	$ 5,500.00	$ -	$ 241,693.00	
72210-201	SOCIAL SECURITY	$ 117,383.00	$ 341.00	$ -	$ 117,724.00	
72210-204	STATE RETIREMENT	$ 145,602.25	$ 495.00	$ -	$ 146,097.25	
72210-212	EMPLOYER MEDICARE	$ 27,500.60	$ 80.00	$ -	$ 27,580.60	
72410-104	PRINCIPALS	$ 1,708,500.00	$ 27,000.00	$ -	$ 1,735,500.00	
72410-201	SOCIAL SECURITY	$ 248,917.00	$ 1,674.00	$ -	$ 250,591.00	
72410-204	STATE RETIREMENT	$ 332,631.00	$ 2,430.00	$ -	$ 335,061.00	
72410-212	EMPLOYER MEDICARE	$ 58,217.00	$ 392.00	$ -	$ 58,609.00	
72710-146	BUS DRIVERS	$ 1,234,130.00	$ 125,000.00	$ -	$ 1,359,130.00	
72710-201	SOCIAL SECURITY	$ 97,206.00	$ 7,750.00	$ -	$ 104,956.00	
72710-204	STATE RETIREMENT	$ 117,859.00	$ 11,250.00	$ -	$ 129,109.00	
72710-212	EMPLOYER MEDICARE	$ 22,734.00	$ 1,813.00	$ -	$ 24,547.00	
72710-412	DIESEL FUEL	$ 677,859.00	$ 27,458.31	$ -	$ 705,317.31	
72710-433	LUBRICANTS	$ 19,000.00	$ 5,000.00	$ -	$ 24,000.00	
72710-450	TIRES AND TUBES	$ 51,000.00	$ 5,000.00	$ -	$ 56,000.00	
72710-453	VEHICLE PARTS	$ 230,000.00	$ 5,000.00	$ -	$ 235,000.00	
73100-422	FOOD SUPPLIES	$ -	$ 6,000.00	$ -	$ 6,000.00	
	TOTALS	$ 47,629,342.46	$1,226,307.70	$ -	$ 48,855,650.16	
	NET INCREASE		$1,226,307.70			

HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2022-2023
AMENDMENT #5

REVENUE CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
46590	OTHER STATE GRANTS	$ 75,000.00	$1,226,307.70	$ -	$ 1,301,307.70	JUNE 2023 SUMMER CAMP ALLOCATION FROM TN DEPT OF ED
	TOTALS	$ 75,000.00	$1,226,307.70	$ -	$ 1,301,307.70	
	NET INCREASE		$1,226,307.70			

Return to Committee Cover

HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2022-2023
AMENDMENT #8

EXPENDITURE CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
72130-170	SCHOOL RESOURCE OFFICERS	$ 39,500.00	$ -	$ 10,122.85	$ 29,377.15	MOVING REMAINING FUNDS IN SAFE SCHOOLS GRANT TO EQUIPMENT TO PURCHASE SAFETY-RELATED EQUIPMENT
72210-201	SOCIAL SECURITY	$ 2,449.00	$ -	$ 627.64	$ 1,821.36	
72210-204	STATE RETIREMENT	$ 2,765.00	$ -	$ 708.57	$ 2,056.43	
72210-206	LIFE INSURANCE	$ 45.00	$ -	$ 11.40	$ 33.60	
72210-207	MEDICAL INSURANCE	$ 8,168.00	$ -	$ 2,184.00	$ 5,984.00	
72130-212	EMPLOYER MEDICARE	$ 573.00	$ -	$ 147.04	$ 425.96	
72210-524	IN-SERVICE / STAFF DEVELOPMENT	$ 35,000.00	$ -	$ 21,209.48	$ 13,790.52	
72210-790	OTHER EQUIPMENT	$ 115,979.99	$ 35,010.98	$ -	$ 150,990.97	
72710-142	MECHANICS	$ 225,016.00	$ -	$ 10,000.00	$ 215,016.00	MOVING FUNDS TO BUS DRIVER SALARIES AND BENEFITS DUE TO OVERTIME REQUIRED BY LIMITED NUMBER OF DRIVERS
72710-146	BUS DRIVERS	$ 1,234,130.00	$ 160,000.00	$ -	$ 1,394,130.00	
72710-201	SOCIAL SECURITY	$ 97,206.00	$ 9,920.00	$ -	$ 107,126.00	
72710-204	STATE RETIREMENT	$ 117,859.00	$ 14,400.00	$ -	$ 132,259.00	
72710-206	LIFE INSURANCE	$ 3,213.00	$ -	$ 1,000.00	$ 2,213.00	
72710-207	MEDICAL INSURANCE	$ 487,173.00	$ -	$ 110,000.00	$ 377,173.00	
72710-210	UNEMPLOYMENT COMPENSATION	$ 1,210.00	$ -	$ 229.76	$ 980.24	
72710-212	EMPLOYER MEDICARE	$ 22,734.00	$ 2,320.00	$ -	$ 25,054.00	
72710-355	TRAVEL / STAFF DEVELOPMENT	$ 2,411.00	$ -	$ 1,800.00	$ 611.00	
72710-417	RETIREMENT - HYBRID	$ -	$ 100.00	$ -	$ 100.00	
72710-453	VEHICLE PARTS	$ 230,000.00	$ -	$ 20,000.00	$ 210,000.00	
72710-499	OTHER SUPPLIES AND MATERIALS	$ 9,000.00	$ -	$ 8,000.00	$ 1,000.00	
72710-511	VEHICLE AND EQUIPMENT INSURANCE	$ 160,126.00	$ -	$ 9,311.00	$ 150,815.00	
72710-599	OTHER CHARGES	$ 86,682.00	$ -	$ 17,385.03	$ 69,296.97	
72710-729	TRANSPORTATION EQUIPMENT	$ 556,403.00	$ -	$ 9,014.21	$ 547,388.79	
	TOTALS	$ 3,437,642.99	$ 221,750.98	$ 221,750.98	$ 3,437,642.99	
	NET CHANGE		$ 0.00			

Return to Committee Cover

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

Hamblen County Commission

For the May 2023 Commission Meeting

Fund	#151

DEPT: **General Debt Service Fund**

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
82310.699	Other Debt Service	$ 45,868.63	
82330.699	Other Debt Service	$ 139,384.37	
	DECREASE FUND BALANCE:		
39000.000	Unassigned Fund Balance		$ 185,253.00

Brief Descriptions of issue:
To increase appropriations in the debt service fund to cover the termination costs of the interest rate swap agreement with Deutsche Bank. Termination was approved by Commission February 23, 2023.

Signature: Amanda Hale

Title : Finance Director

Date: 5/4/23

For Finance Department Only:
Reviewed by: _____

Budget Amendment: _____

Date: _____

Return to Committee Cover

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

Hamblen County Commission

For the May 2023 Commission Meeting

Fund	#101

DEPT: **Public Safety Projects**

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
91130.707	Building Improvements	$ 18,131.00	
	DECREASE APPROPRIATIONS:		
39000.000	Unassigned Fund Balance		$ 18,131.00
		18,131	*18,131*

Brief Descriptions of issue:

To increase appropriations to cover upgrades to cameras in Justice Center. Amount will be reimbursed by JAG Grant.

Signature: Bill Bunch

Title : County Mayor

Date: 4-26-2023

For Finance Department Only:
Reviewed by: _____

Budget Amendment: _____

Date: _____

Return to Committee Cover

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

Hamblen County Commission

For the May 2023 Commission Meeting

Fund	#131

DEPT: **Highway Department**

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
131.61000.191	Board and Committee Members Fees	$ 700.00	
	DECREASE APPROPRIATIONS:		
131.61000.204	State Retirement		$ 700.00
		700	*700*

Brief Descriptions of issue:

To increase appropriations to cover additional salary expenses associated with increase in HWY Commissioner Board pay

Signature: _____

Title : _____

Date: _____

For Finance Department Only:
Reviewed by: _____

Budget Amendment: _____

Date: _____

Return to Committee Cover

April Permit	2023 Date	Applicant	Type	Address	Construction	Permit	SW	Plumbing	Mech.	Gas	Total	Tax Map	Group	Parcel
23-0143	4/3/23	Chris Myers	Garage	965 Beth Drive	$13,000.00	$216.00					$ 216.00	027J	B	005.00
23-0144	4/4/23	Jennifer Sebastian	Deck	5995 Fall Creek Dock Rd	$5,500.00	$30.00					$ 30.00	011		049.00
23-0145	4/5/23	**Mario Gonzalez**	**House**	**3996 Big Orange Drive**	**$300,000.00**	$2,154.50	$100.00				$ 2,254.50	044		099.03
23-0416M	4/5/23	Mario Gonzalez	Mechanical	3996 Big Orange Drive					$20.00	$25.00	$ 45.00	044		099.03
23-0147P	4/5/23	Mario Gonzalez	Plumbing	3996 Big Orange Drive				$135.00			$ 135.00	044		099.03
23-0148	4/5/23	Hall Cook	Covered Porch	2632 Lake Mont Circle	$45,000.00	$133.00					$ 133.00	011I	C	013.00
23-0149	4/6/23	Richard Marshall	Garage	2758 Lowe Drive	$78,000.00	$375.00		$20.00			$ 395.00	038L	A	025.00
23-0150	4/6/23	Linda Mason	Storage Bldg	7326 Sugarwood Drive	$6,600.00	$50.00					$ 50.00	054G	B	022.00
23-0151	4/10/23	Franklin McFarland	Storage Bldg	2527 Lakemont Circle	$5,550.00	$50.00					$ 50.00	011I	C	004.00
23-0152	4/10/23	Frankie Collins	Deck	4003 Terri Street	$1,000.00	$72.00					$ 72.00	040K	C	007.00
23-0153	4/10;23	**Michelle Wright**	**House 4242 sf**	1840 Central Church Rd	**$363,000.00**	$1,621.00	$100.00				$ 1,721.00	032		107.00
23-0154M	4/10/23	Michelle Wrightl	Mechanical	1840 Central Church Rd					$25.00	$25.00	$ 50.00	032		107.00
23-0155	4/10/23	Charles Morse	Storage Bldg	2696 Lakemont Circle	$4,800.00	$59.50					$ 59.50	011I	C	005.00
23-0156	4/10/23	Hamblen Homes	Addition	3951 McClister Rd	$7,000.00	$168.00					$ 168.00	051		067.05
23-0157M	4/11/23	Julio Esquivel	Mechanical	5992 Hiawatha Rd					$15.00		$ 15.00	039		035.10
23-0158M	4/11/23	Julio Esquivel	Mechanical	5990 Hiawatha Rd					$20.00		$ 20.00	039		035.10
23-0159M	4/11/23	Julio Esquivel	Mechanical	5994 Hiawatha Rd					$15.00		$ 15.00	039		035.10
23-0160	4/12/23	Rebecca Emery	Storage Bldg	150 Caughorn	$2,800.00	$60.00					$ 60.00	019		072.00
23-0161	4/17/23	Christopher Dillman	Garage	815 Fixglove Lane	$20,000.00	$187.50					$ 187.50	04C	F	004.00
23-0162	4/17/23	Joseph Tacchia	Addition/Remodel	2332 Roe Junction Rd	$25,000.00	$327.00		$25.00			$ 352.00	049		037.01
23-0163	4/17/23	Rebecca Johnson	Garage/remodel	720 Pinebrooke Rd	$24,000.00	$408.00		$40.00	$10.00		$ 458.00	049D	B	030.03
23-0164	4/19/23	**Rosalba Hernandez**	**House 2396 sf**	2050 Sulphur Springs Rd	**$170,000.00**	$1,128.50	$100.00				$ 1,228.50	041		047.01
23-0165M	4/19/23	Rosalba Hernandez	Mechanical	2050 Sulphur Springs Rd					$20.00		$ 20.00	041		047.01
23-0166	4/20/23	Charles McCracken	Garage	3270 Boatmans Mtn Rd	$20,000.00	$174.00					$ 174.00	016		013.00
23-0167*	4/20/23	James Hipshire	Garage	2031 Fish Hatchery Rd	$30,000.00	$0.00					$ -	042		039.00
23-0168	4/21/23	**Whitney Riddle**	**House 4231 sf**	4185 Carnation Drive	**$250,000.00**	$1,944.75	$100.00				$ 2,044.75	011I	F	015.00
23-0169M	4/21/23	Whitney Riddle	Mechanical	4185 Carnation Drive					$62.50		$ 62.50	011I	F	015.00
23-0170	4/21/23	Samuel King	Garage	3985 Sam King Lane	$35,000.00	$750.00					$ 750.00	051		052.00
23-0171	4/21/23	Gerald D. Bass	Storage Bldg	5668 Amy Drive	$10,425.00	$96.00					$ 96.00	054E	D	004.00
23-0172	4/24/23	Elizabeth Moore	DWMH	5009 Union Grove Rd	$180,000.00	$350.00					$ 350.00	044		007.14
23-0173	4/25/23	Roger Hurst	DWMH	1398 Elijah Martin Rd	$70,000.00	$350.00					$ 350.00	028		001.08
23-0174	4/25/23	Brandon Smith	DWMH	3019 Musser Rd	$52,000.00	$350.00					$ 350.00	035		008.10
23-0175P	4/26/23	East Tn Plumbing	Plumbing	3560 Apostle Rd				$85.00			$ 85.00	032		091.12
23-0176	4/26/23	Traci Hodges	Deck/Cover	3430 Beaver Rd	$14,000.00	$101.75					$ 101.75	017		101.00
23-0177	4/26/23	Constance Proctor	Above-Gd Pool	6941 Harmony Circle	$6,800.00	$50.00					$ 50.00	047J	B	017.00
23-0178	4/27/23	James Dearing	In-Gd Pool/Storage Bldg	5624 Dearing Rd		$50.00					$ 50.00	055		013.02
23-0179P	4/27/23	Jerry Wallace	Plumbing	5579 Union Grove Rd				$130.00			$ 130.00	037		008.01
23-0180P	4/28/23	Aaron Branson	Plumbing	3861 S. Davy Crocket Pky				$100.00			$ 100.00	050		082.03
	Total			Total:	$1,739,475.00	$11,256.50	$400.00	$535.00	$187.50	$50.00	$ 12,429.00			
Running	Total				$24,912,618.99	$114,301.03	$5,600.00	$7,995.00	$1,545.00	$972.50	$ 130,413.53			

**Stormwater fee not collected in error

** Ag Exempt/ no fee

3 lots or more

	Total No.	Amount	Total
CHO and Miscellaneous	1	$50.00	$50.00
Re-Zoning Request			$0.00
Variance Request	1	$50.00	$50.00
Plat Approval	1	$167.00	$167.00
Land Disturbance/Development			$0.00
Use on Review			$0.00
Refunds			$0.00
Total Collected			$267.00
Running Total Collected			$267.00

Grand Total:	$ 12,696.00
2021-2022 Running Total:	$130,680.53

ETHRA HOMES	Monthly	YTD
	0	0

Return to Committee Cover

LAW OFFICES
CAPPS & BYRD LLP
1001 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@ccebla w.com

May 5, 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 - APRIL, 2023

Dear Bill:

Please find enclosed four (4) invoices representing legal services rendered on behalf of Hamblen County, Tennessee during the month of April, 2023.

As usual, one invoice covers our General/Miscellaneous File, and three (3) invoices cover separate county departments.

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

With best regards, I remain,

Very truly yours,

Christopher P. Capps/alg

Christopher P. Capps

CPC/alg

Enclosures

https://ccebla w.sharepoint.com/sites/lawfiles/Shared Documents/Hamblen County/Letters/2023/Brittain.BillInvoices-05-05-23.docx

RECEIVED
MAY 05 2023
OFFICE OF HAMBLEN COUNTY MAYOR

Return to Committee Cover

Capps & Byrd, LLP

INVOICE

1004 W. 1st North Street
Morristown, TN 37814

Invoice # 936
Date: 05/03/2023
Due On: 06/02/2023

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

00027-Hamblen County Government

General Account

Type	Date	Description	Quantity	Rate	Total
Service	04/04/2023	E-mail from Joyce Fahl re: pending litigation	0.05	$150.00	$7.50
Service	04/06/2023	E-mail from Trish Bowman re: 4/10 committee meeting	0.05	$150.00	$7.50
Service	04/10/2023	Committee meeting; review contract	0.90	$150.00	$135.00
Service	04/12/2023	Review contract language, phone conference with Bill Brittain; e-mails with Arthur Knight re: pending litigation	0.80	$150.00	$120.00
Service	04/13/2023	Review contract; phone conference with Bill Brittain; e-mails with Bill Brittain and Terri Evans re: contract	0.35	$150.00	$52.50
Service	04/16/2023	E-mails from Bill Brittain and Terri Evans re: contract	0.05	$150.00	$7.50
Service	04/17/2023	E-mails with Bill Brittain and Terri Evans re: contract; e-mails with Amy Wesley re: closing	0.40	$150.00	$60.00
Service	04/18/2023	E-mail from Jeff Thompson re: pending litigation	0.05	$150.00	$7.50
Service	04/20/2023	E-mail from Amy Wesley re: closing	0.05	$150.00	$7.50
Service	04/24/2023	E-mails with Bill Brittain re: temporary addresses	0.10	$150.00	$15.00
Service	04/25/2023	E-mails from and to Amy Wesley re: closing	0.10	$150.00	$15.00
Service	04/28/2023	Prepare Petition and Order for Cremation	0.50	$150.00	$75.00
Expense	04/28/2023	Court costs: Hamblen County GS (cremation filing fee)	1.00	$17.75	$17.75
				Total	**$527.75**

Return to Committee Cover

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
936	06/02/2023	$527.75	$0.00	$527.75
			Outstanding Balance	**$527.75**
			Amount In Trust	**$0.00**
			Total Amount Outstanding	**$527.75**

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

Please pay within 30 days.

Return to Committee Cover

Capps & Byrd, LLP

INVOICE

1004 W. 1st North Street
Morristown, TN 37814

Invoice # 933
Date: 05/03/2023
Due On: 06/02/2023

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

00068-Hamblen County Planning Department

Planning

Type	Date	Description	Quantity	Rate	Total
Service	04/03/2023	Review and print e-mails for records request; phone conference with Trish	1.00	$150.00	$150.00
Service	04/14/2023	E-mails from BJ Lowe	0.05	$150.00	$7.50
Service	04/17/2023	E-mail from Bill Brittain re: stormwater	0.05	$150.00	$7.50
Service	04/19/2023	E-mails with Tommy McKinney re: pending litigation; review stormwater and e-mail revision; letter to Brown Patton; phone conference with Bill Brittain; phone conference with Trish Bowman	1.15	$150.00	$172.50
Service	04/20/2023	Court	0.60	$150.00	$90.00
Service	04/24/2023	E-mail from Bill Brittain re: stormwater	0.05	$150.00	$7.50
Service	04/26/2023	Review prior questions and e-mail to Bill Brittain re: stormwater	0.15	$150.00	$22.50
Service	04/27/2023	Phone conference with Tommy McKinney; e-mails with Tommy McKinney re: meeting	0.15	$150.00	$22.50
Service	04/28/2023	E-mail from Tommy McKinney re: property	0.05	$150.00	$7.50
				Total	**$487.50**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due

Return to Committee Cover

933	06/02/2023	$487.50	$0.00	$487.50
			Outstanding Balance	**$487.50**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$487.50**

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

Please pay within 30 days.

Return to Committee Cover

Capps & Byrd, LLP

INVOICE

1004 W. 1st North Street
Morristown, TN 37814

Invoice # 934
Date: 05/03/2023
Due On: 06/02/2023

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

00043-Hamblen County Sheriff's Department

Sheriff's Department

Type	Date	Description	Quantity	Rate	Total
Service	04/04/2023	Review e-mails/rulings from federal suit; call to Chad Mullins	0.50	$150.00	$75.00
Service	04/10/2023	Phone conferences with Bill Brittain and Chad Mullins	0.25	$150.00	$37.50
Service	04/11/2023	E-mails with Art Knight, Joyce Fahl and Chad Mullins	0.25	$150.00	$37.50
Service	04/12/2023	Conference re: policies and procedure; phone conference with Art Knight	2.25	$150.00	$337.50
Service	04/13/2023	E-mails with Chad Mullins and Arthur Knight	0.15	$150.00	$22.50
				Total	**$510.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
934	06/02/2023	$510.00	$0.00	$510.00
			Outstanding Balance	**$510.00**
			Amount In Trust	**$0.00**
			Total Amount Outstanding	**$510.00**

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

Please pay within 30 days.

Return to Committee Cover

Return to Committee Cover

Capps & Byrd, LLP

INVOICE

1004 W. 1st North Street
Morristown, TN 37814

Invoice # 932
Date: 05/03/2023
Due On: 06/02/2023

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

00055-Hamblen County Road Department

Road Department

Type	Date	Description	Quantity	Rate	Total
Service	04/04/2023	Phone conference with Amanda and Bill	0.25	$150.00	$37.50
Service	04/13/2023	Trip with Barry Poole to property	0.75	$150.00	$112.50
				Total	**$150.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
932	06/02/2023	$150.00	$0.00	$150.00
			Outstanding Balance	**$150.00**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$150.00**

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

Please pay within 30 days.

Return to Committee Cover

BUDGET AMENDMENTS

Return to Committee Cover

Hamblen County Commission
Finance Committee
Information Purposes Only

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

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

Fund **101** *DEPT:* **Accounting and Budgeting**

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
52100.349	Printing, Stationery, and Forms	$ 2,000.00	
	DECREASE APPROPRIATIONS:		
52100.355	Travel		$ 1,000.00
52100.312	Contracts with Private Agencies		$ 1,000.00
		$ 2,000.00	*$ 2,000.00*

Brief Descriptions of issue:

To increase appropriations to cover printing and stationery costs in excess of budget amount for Finance Dept.

Requesting Department

Signature: Amanda Hale

Title : Finance Director

Date: 4/27/23

Approval by County Mayor

Signature: Bill Brittain

Title : County Mayor

Date: 4-27-2023

For Finance Department Only:
Reviewed by: _____

Budget Amendment
AOH 5/1/23

Return to Committee Cover

Hamblen County Commission
Finance Committee
Information Purposes Only

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

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

Fund **101** *DEPT:* **Administration of the Sexual Offender Registry**

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
54160.435	Office Supplies	$ 100.00	
	DECREASE APPROPRIATIONS:		
54160.317	Data Processing		$ 100.00
		$ 100.00	*$ 100.00*

Brief Descriptions of issue:

To increase appropriations to cover receipt book for Sexual Offender Registry Department

Requesting Department

Signature: Michele Green

Title : Executive Assistant

Date: 5-2-23

Approval by County Mayor

Signature: Bill Brittain

Title : County Mayor

Date: 5-3-2023

For Finance Department Only:
Reviewed by: [illegible]
Budget Amendment
05-03-2023

Return to Committee Cover

Hamblen County Commission
Finance Committee
Information Purposes Only

TENNESSEE
Hamblen County
SERVING · COMMUNITY · INDUSTRY
OFFICE OF THE MAYOR

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

Fund **101** *DEPT:* **Data Processing**

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
52600.312	Contracts With Private Agencies	$ 1,500.00	
	DECREASE APPROPRIATIONS:		
52600.334	Maintenance Agreements		$ 1,500.00
		$ 1,500.00	*$ 1,500.00*

Brief Descriptions of issue:

To increase appropriations to cover contracts with private agencies for Data Processing in excess of budgeted amount

Requesting Department

Signature: [signature]

Title : IT MGR

Date: 4-26-2023

Approval by County Mayor

Signature: Bill Bunch

Title : County Mayor

Date: 4-26-2023

For Finance Department Only:
Reviewed by: _____

Budget Amendment
AOA 4/27/23

Return to Committee Cover

Hamblen County Commission
Finance Committee
Information Purposes Only

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

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

Fund **101** *DEPT:* **Drug Court**

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
53330.355	Travel	$ 415.00	
	DECREASE APPROPRIATIONS:		
53330.435	Office Supplies		$ 245.00
53330.524	In Service / Staff Development		$ 170.00
		$ 415.00	*$ 415.00*

Brief Descriptions of issue:

To increase appropriations to cover travel expenses for Drug Court in excess of budgeted amount

Requesting Department

Signature: Jenny Knight
Title : Coordinator
Date: 4/26/23

Approval by County Mayor

Signature: Bill Brittain
Title : County Mayor
Date: 4-26-2023

For Finance Department Only:
Reviewed by: _____
Budget Amendment
NDH 4/27/23

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Hamblen County Commission
Finance Committee
Information Purposes Only

TENNESSEE
Hamblen County
OFFICE OF THE MAYOR

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

Fund 101 *DEPT:* Planning

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
51720.338	Maintenance And Repair Services - Vehicles	$ 500.00	
	DECREASE APPROPRIATIONS:		
51720.524	In Service / Staff Development		$ 500.00
		$ 500.00	$ 500.00

Brief Descriptions of issue:

To increase appropriations to cover vehicle repairs in the Planning Dept. in excess of budgeted amount

Requesting Department

Signature: Tina Whitaker Tina Whitaker

Title : Department Manager

Date: 4/26/2023

Approval by County Mayor

Signature: Bill Brittain

Title : County Mayor

Date: 4-27-2023

For Finance Department Only:
Reviewed by: _____
Budget Amendment
ADH 4/27/23

Return to Committee Cover

Financial Summary Report

Hamblen County Trustee
Printed 05/04/2023 10:52 AM By SCOTTY LONG

Financial Summary Report - April 01, 2023 to April 30, 2023

Fund	Name	Starting Balance	Receipts	Disbursements	Transfers In	Transfers Out	Comm. Adj.	Commission	Ending Balance
101	GENERAL FUND	$12,595,636.64	$1,394,208.08	$2,091,578.45	$0.00	$0.00	$0.00	$9,001.67	$11,889,264.60
116	GARBAGE/SOLID WASTE	$3,613,584.22	$183,842.68	$233,919.61	$0.00	$0.00	$0.00	$1,927.49	$3,561,579.80
122	DRUG CONTROL	$239,193.71	$2,672.19	$3,819.72	$0.00	$0.00	$0.00	$14.93	$238,031.25
126	SCHOOL EMPLOYEE SELF INSURANCE	$32,053.61	$0.00	$4,258.00	$6,970.50	$0.00	$0.00	$0.00	$34,766.11
127	SCHOOL TAX ACCOUNT	$111.81	$1,173,342.39	$1,173,342.39	$0.00	$0.00	$0.00	$0.00	$111.81
128	OPIOID SETTLEMENT FUND	$1,571,583.92	$8,566.16	$0.00	$0.00	$0.00	$0.00	$0.00	$1,580,150.08
131	HIGHWAY/PUBLIC WORKS	$657,791.83	$176,026.49	$208,389.91	$0.00	$0.00	$0.00	$1,760.26	$623,668.15
141	GENERAL PURPOSE SCHOOL	$28,110,214.08	$7,923,212.36	$7,126,034.46	$0.00	$0.00	$0.00	$27,642.92	$28,879,749.06
142	SCHOOL FEDERAL PROJECTS	$780,453.70	$871,011.63	$1,212,555.76	$0.00	$0.00	$0.00	$0.00	$438,909.57
143	FOOD SERVICE	$7,580,266.24	$951,946.23	$663,287.88	$0.00	$0.00	$0.00	$0.00	$7,868,924.59
151	GENERAL DEBT SERVICE	$18,231,598.93	$317,642.70	$3,075,977.44	$0.00	$0.00	$0.00	$1,335.66	$15,471,928.53
171	GENERAL CAPITAL PROJECTS	$4,557,309.03	$11,498.76	$0.00	$0.00	$0.00	$0.00	$0.00	$4,568,807.79
176	HIGHWAY CAPITAL PROJECTS	$0.38	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.38
178	AMERICAN RESCUE FUNDS	$2,878,355.65	$10,208.34	$0.00	$0.00	$0.00	$0.00	$0.00	$2,888,563.99
189	OTHER CAPITAL PROJECTS	$81,918,013.63	$475,559.79	$2,891,700.97	$0.00	$0.00	$0.00	$0.00	$79,501,872.45
263	EMPLOYEE SELF-INSURANCE	$195,305.88	$270,545.95	$227,464.61	$0.00	$0.00	$0.00	$0.00	$238,387.22
320	FLEX MEDICAL SPENDING	$6,450.94	$2,247.04	$2,247.04	$0.00	$0.00	$0.00	$0.00	$6,450.94
351	TRUST AND AGENCY	$0.00	$1,376,411.25	$1,362,647.13	$0.00	$0.00	$0.00	$13,764.12	$0.00
999	TRUSTEE'S OFFICE	($11,288,845.84)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($11,288,845.84)
22200	OVERFLOW	$3,662.83	$339.94	$335.98	$0.00	$0.00	$0.00	$0.00	$3,666.79
28310	UNDISTRIBUTED TAXES	$401.25	$0.00	$0.00	$0.00	($253.83)	$0.00	$0.00	$655.08
29900	FEE/COMMISSION	$11,290,545.84	$55,447.05	$0.00	$0.00	$0.00	$0.00	$0.00	$11,345,992.89
		$162,973,688.28	$15,204,729.03	$20,277,559.35	$6,970.50	($253.83)	$0.00	$55,447.05	$157,852,635.24

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COUNTY MAYOR

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Financial Summary Report

Hamblen County Trustee
Printed 05/04/2023 10:52 AM By SCOTTY LONG

Property Tax Summary	Summary of Assets Beginning Balances	Starting	Debits	Credits	Summary of Assets Ending Balances
CURRENT YEAR	INVESTMENT ACCOUNTS	$0.00	$0.00(+)	$0.00(-)	$0.00
PRIOR YEAR	CASH	$1,700.00	$1,169,670.56(+)	$1,169,670.56(-)	$1,700.00
BANKRUPTCY	BANK ACCOUNTS	$162,964,474.29	$47,779,673.53(+)	$52,897,680.57(-)	$157,846,467.25
INTEREST	COMPENSATION ACCOUNT	$0.00	$0.00(+)	$0.00(-)	$0.00
	STATE TAX RELIEF	$5,518.00	$627.00(+)	$3,673.00(-)	$2,472.00
	UNUSED ACCOUNTS	$0.00	$0.00(+)	$0.00(-)	$0.00
	TOTAL	162971692.29	$48,949,971.09	$54,071,024.13	$157,850,639.25

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 April 01, 2023 through April 30, 2023

Signature: _____ Title: TRUSTEE May 04, 2023

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Return to Committee Cover

Hamblen County Government
PERSONNEL COMMITTEE

Monday, May 8, 2023
Immediately Following Adjournment of Finance Committee
Large Courtroom – Hamblen County Courthouse

TENNESSEE
Hamblen County
SERVICE • COMMUNITY • INDUSTRY

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

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 Military Pay Submissions
   b. Approval of Longevity Pay Submissions

5. **Items of Interest (No Action Necessary)** –*Chairman Thomas Doty*
   a. None

6. **Adjournment** – *Chairman Thomas Doty*

Return to Committee Cover

HAMBLEN COUNTY, TENNESSEE
OFFICE OF COUNTY MAYOR
MILITARY & LONGEVITY PAY APPLICANT PRESENTED TO THE PERSONNEL COMMITTEE ON
May 8, 2023

MILITARY

Last Name	First Name	Years of Service	Amount
Fowler	Emily	3	$350.00

LONGEVITY

Last Name	First Name	Hire Date	Amount	Years of Service
Gilmer	Logan	6/17/2020	$225.00	3

Return to Committee Cover

Hamblen County Government

PUBLIC SERVICES COMMITTEE

TENNESSEE
Hamblen County
SERVICE • COMMUNITY • INDUSTRY

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, May 8, 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. Noise Issue Discussion-Information Update Only-*Public Services Chairman Mike Richardson*
   b. Resolution 23-__A Resolution to Amend the Stormwater Illicit Discharge and Illegal Connection Regulations of Hamblen County, TN-*Tina Whitaker, Department Manager Planning and Zoning*
   c. Resolution 23-__A Resolution to Adopt the Hamblen County Stormwater Enforcement Stormwater Response Plan-*Tina Whitaker, Department Manager Planning and Zoning*
   d. Resolution 23-__A Resolution to Amend the Stormwater Water Quality Buffer Zone Regulations of Hamblen County, Tennessee-*Tina Whitaker, Department Manager Planning and Zoning*
   e. Resolution 23-__A Resolution to Amend the Stormwater Erosion and Sediment Control Regulations of Hamblen County, Tennessee-*Tina Whitaker, Department Manager Planning and Zoning*

5. **Items of Interest (No Action Necessary)** – *Chairman Mike Richardson*
   a. None

6. **Adjournment** – *Chairman Mike Richardson*

Return to Committee Cover

RESOLUTION _____

A RESOLUTION TO AMEND THE STORMWATER ILLICIT DISCHARGE AND ILLEGAL CONNECTION REGULATIONS OF HAMBLEN COUNTY, TENNESSEE MAY 18, 2023

WHEREAS, uncontrolled storm water drainage and discharge have a significant, adverse impact on the health, safety, and general welfare of the residents of Hamblen County and an adverse impact on the natural environment by carrying pollutants into the receiving waters within the community; and

WHEREAS, Hamblen County is required by federal law, particularly 33 U.S.C. 1342 (p) and 40 CFR 122.26, to obtain a National Pollutant Discharge Elimination System (NPDES) permit through the Tennessee Department of Environment and Conservation (TDEC) to reduce storm water flows and associated pollutants discharged into waterways through Hamblen County's storm water system and drainage ways; and

WHEREAS, the NPDES permit requires Hamblen County to impose controls on future and existing development necessary to reduce the discharge of pollutants in storm water to the maximum reasonable extent using management practices, control techniques and system design, engineering methods, and such other provisions which are determined to be appropriate for the control of such pollutants;

NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Board of Commissioners does hereby approve the Illicit Discharge and Illegal Connection regulation amendment and shall read as follows:

Section I. Purpose/Intent

The purpose of this resolution is to provide for the health, safety, and general welfare of the citizens of Hamblen County through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This resolution establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this resolution are:

1. To regulate the contribution of pollutants to the County's MS4 by stormwater discharges by any user.
2. To prohibit ~~Illicit~~ Illegal Connections and Illicit Discharges to the County's MS4.

Return to Committee Cover

3. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this resolution.

Section II. Definitions

For the purposes of this resolution, the following shall mean:

Authorized Enforcement Agency-Employees or designees of the Stormwater Coordinator for the Hamblen County Planning Department designated to enforce this resolution.

Best Management Practices (BMPs)-Schedules of activities, prohibitions of practices, general good house-keeping practices, pollution preventions and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

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 specifically excludes construction waste. This definition can be used or any other definition for bulk waste that is adopted by Hamblen County.

Clean Water Act-The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Construction Activity-Activities subject to NPDES Construction Permits. After March 2003, NPDES Storm Water Phase II permits are required for construction projects resulting in land disturbance of 1 acre or more. Projects or developments of less than one (1) acre of land disturbance are required to obtain authorization if the construction activities at the site are part of a larger common plan of development or sale that is at least one (1) acre in size. Projects or developments of less than one (1) acre of total land disturbance may also be required to obtain authorization under certain conditions. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Commission – Hamblen County Planning Commission

Hazardous Materials-Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Return to Committee Cover

Hot Spots – means sites, developments, or uses that have the potential of discharging pollutants or concentrations of pollutants that are not normally found in stormwater. These sites could include concrete and asphalt facilities, auto repair, auto supply, and large commercial parking lots.

~~Illicit~~ Illegal Connections-An ~~illicit~~ illegal connection is defined as either of the following:

1. Any drain or conveyance, whether on the surface or subsurface, which allows an ~~illegal~~ illicit discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or,
2. Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

~~Illegal~~ Illicit Discharge- Any direct or indirect non-storm water discharge, into the storm sewer system, storm drains, pipes and ditches that is not entirely of stormwater.

Industrial Activity-Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b) (14).

MS4-Municipal Separate Storm Sewer System- Hamblen County is a State of Tennessee designated MS4 jurisdiction.

MS4 Access-Discharge of stormwater into the public storm drains system.

National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit- Is defined as a permit issued by EPA (or by a State under authority delegated pursuant to 33 USC§ 1342(b) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area wide basis.

Non-Storm Water Discharge-Any discharge to the storm drain system that is not composed entirely of storm water.

Person-Is defined as any individual, association, organization, partnership, firm, corporation, municipality, or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant- Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents: oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage , fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises-Is defined as any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm Drainage System-Publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, county streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Storm Water-Is any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

Storm Water Pollution Prevention Plan (SWPPP)-A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Storm Water, Storm Water Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.

TDEC – Tennessee Department of Environment and Conservation

Wastewater-Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

Watercourse - Any body of water, including, but not limited to lakes, ponds, rivers, streams, and bodies of water delineated by Hamblen County or Waters of the State.

Waters of the State - Defined in the Tennessee Water Quality Control Act and means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine to effect a junction with natural surface or underground waters.

Waterway – A channel, not a Water of the State that directs surface runoff to a watercourse or to the public storm drain.

Section III. Applicability

This resolution shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

Section IV. Responsibility for Administration

The Commission and its Staff shall administer, implement, and enforce the provisions of this resolution. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the Staff of the authorized enforcement agency to persons or entities acting in the beneficial interest of or in the employ of the agency.

Section V. Severability

The provisions of this resolution are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this resolution or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this resolution.

Section VI. Ultimate Responsibility

The standards set forth herein and promulgated pursuant to this resolution are minimum standards; therefore, this resolution does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Section VII. Discharge Prohibitions

Prohibition of ~~Illegal~~ Illicit Discharges

No person shall discharge or cause to be discharged into the county storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water. The enforcement response to illicit discharges can be found in the most recent version of the Hamblen County Stormwater Enforcement Response Plan (also referenced in Section XIV).

The commencement, conduct or continuance of any ~~illegal~~ illicit discharge to the storm drain system is prohibited except as described as follows:

1. The following discharges are exempt from discharge prohibitions established by this resolution:
    a. water line flushing or other potable water sources,
    b. landscape irrigation or lawn watering,
    c. diverted stream flows,
    d. rising ground water,
    e. ground water infiltration to storm drains,

Return to Committee Cover

f. uncontaminated pumped ground water,
g. foundation or footing drains (not including active groundwater dewatering system),
h. crawl space pumps,
i. air conditioning condensation,
j. springs,
k. non-commercial washing of vehicles,
l. natural riparian habitat or wet land flows,
m. swimming pools (if dechlorinated-typically less than one PPM chlorine), firefighting activities, and
n. any other water source not containing Pollutants.

2. Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.
3. Dye testing is an allowable discharge but requires a verbal notification to the authorized enforcement agency prior to the time of the test.
4. The prohibition shall not apply to any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

Prohibition of ~~Illicit~~ Illegal Connections

1. The construction, use, maintenance or continued existence of ~~illicit~~ illegal connections to the storm drain system is prohibited.
2. This prohibition expressly includes, without limitation, ~~illicit~~ illegal connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
3. A person is considered to be in violation of this resolution if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.
4. The enforcement response to illicit discharges can be found in the most recent version of the Hamblen County Stormwater Enforcement Response Plan (also referenced in Section XIV).
5. Improper connections in violation of this chapter must be disconnected and redirected, if necessary, to an approved onsite wastewater management system or the sanitary sewer system upon approval of the receiving sanitary sewer agency.
6. Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice of violation from the enforcement officer requiring that such locating be completed. The notice will specify a

Return to Committee Cover

reasonable time within which the location of the drain or conveyance is to be completed, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the enforcement officer.

Storm Drain Inlet Labeling

Storm drain inlets installed in new public streets whether installed by private parties or Hamblen County shall be labeled with the words "Don't Dump – Drains to Stream" using traffic bearing paint and minimum 2" high letters. The labeled shall be placed in a conspicuous location adjacent to or on the inlet. The preferred location for the labeling is outside of the road pavement on the curb, if applicable, or the top of the inlet structure. Other alternate locations for the labeling if the top of the curb or structure does not work are the pavement or sidewalk.

Other methods such as storm drain markers or castings in the structures to provide the words "Don't Dump – Drains to Stream" adjacent to or on the inlets may be used if the wording is conspicuous and long lasting. Other wording besides "Don't Dump – Drains to Stream" may be used if the intent is the same.

Section VIII. Suspension of MS4 Access

Suspension Due to Illicit Discharges in Emergency Situations

Per Section XIV of this resolution as well as the most recent version of the Hamblen County Stormwater Enforcement Response Plan (ERP), The Commission and/or Staff may, without prior notice, suspend MS4 discharge access to a person when suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health of persons or livestock, or to the MS4 or Waters of the State. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the State, or to minimize danger to persons.

Suspension due to the Detection of Illicit Discharge

Any person discharging to the MS4 in violation of this resolution may have their MS4 access terminated if termination would abate or reduce an illicit discharge. The Commission or Staff will notify a violator of the proposed termination of its MS4 access. The violator may petition the Hamblen County Planning Commission for a reconsideration and hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the authorized enforcement agency.

Section IX. Industrial or Construction Activity Discharges

Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be

required in a form acceptable to the Hamblen County Planning Commission and its ~~Director of Planning~~ Stormwater Staff prior to the allowing of discharges to the MS4.

Section X. Monitoring of Discharges

A. Applicability

This section applies to all facilities or properties that have storm water discharges ~~associated with industrial activity, including construction activity~~ including industrial and construction activities.

B. Access to Facilities

1. The Commission and/or Staff shall be permitted to enter and inspect facilities subject to regulation under this resolution as often as may be necessary to determine compliance with this resolution. If a discharger has security measures in force, which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.
2. Facility operators shall allow the Commission and/or Staff ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
3. The Commission and/or Staff shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's storm water discharge.
4. The Commission and/or Staff has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall always be maintained in a safe and proper operating condition by the discharger at its own expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy.
5. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the Commission and/or Staff and shall not be replaced. The costs of clearing such access shall be borne by the operator.
6. Unreasonable delays in allowing the Commission and/or Staff access to a permitted facility is a violation of a storm water discharge permit and of this resolution. A person who is the operator of a facility with a NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this resolution.
7. If the Commission and/or Staff have been refused access to any part of the premises from which storm water is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this resolution, or that there is a

Return to Committee Cover

need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this resolution or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

Section XI. Requirements to Prevent, Control, and Reduce Storm Water Pollutants by the Use of Best Management Practices

The Commission and/or Staff will adopt requirements identifying Best Management Practices for any activity, operation, or facility, which may cause or contribute to pollution or contaminations of storm water, the storm drain system, or waters of the State ~~U.S~~. The owner or operator of commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses using these structural and non-structural BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at that person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the County's MS4. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPS shall be part of a storm water pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit. The protocol for Bulk Waste collection is amended effective August 1, 2023 as follows: Trash/Brush/Bulk Waste will not be picked up by the County if placed in any ditch line and individuals could be cited and fined if found in violation of this policy.

Section XII. Watercourse Protection

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Section XIII. Notifications of Spills

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in ~~illegal~~ illicit discharges or pollutants discharging into storm water, the storm drain system, or water of the ~~U.S~~. State said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall

Return to Committee Cover

immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Hamblen County Planning Commission within three (3) business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. These records shall be retained for at least three years.

Section XIV. Enforcement

Whenever the Commission and/or Staff finds that a person has violated a prohibition or failed to meet a requirement of this resolution, the Commission and/or Staff may order compliance through the methods as listed in the most recent version of the Hamblen County Stormwater Enforcement Response Plan (ERP). This plan can be accessed on the Hamblen County Stormwater website or by requesting an electronic copy through the Stormwater office.

~~**Notice of Violation**~~

~~Whenever the Hamblen County Planning Commission and its Director finds that a person has violated a prohibition or failed to meet a requirement of this resolution, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:~~

1. ~~The performance of monitoring, analysis, and reporting;~~
2. ~~The elimination of illicit illegal connection or illicit discharges;~~
3. ~~That violating discharges, practices, or operations shall cease and desist;~~
4. ~~The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and~~
5. ~~Payment of a civil penalty to cover administrative and remediation costs; and~~
6. ~~The implementation of source control or treatment BMPs.~~

~~If abatement of a violation and/or restoration or affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.~~

Violation an Immediate Danger to Public Health or Safety

In the event the violation constitutes an immediate danger to public health or public safety, the Hamblen County Planning Commission and its Stormwater Staff are authorized to enter upon

Return to Committee Cover

the subject private property, without giving prior notice, to take all measures necessary to abate the violation and/or restore the property. The Commission and Staff are authorized to seek recovery of the costs of the abatement.

Costs of Abatement of the Violation
Within thirty (30) days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the assessment or to the amount of the assessment within 30 days of such notice. If the amount due is not paid within thirty (30) days after receipt of the notice, or if an appeal is taken, within thirty (30) days after a decision on said appeal upholds the assessment, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Hamblen County Planning Commission and the Hamblen County Director of Planning are authorized and empowered to enforce the requirements of this resolution in accordance with the procedures set out in Tennessee Code Annotated 68-221-1106 or T.C.A 5-1-121, the terms of which are incorporated herein by reference. Any person who violates the provisions of any resolution regulating storm water discharges or facilities shall be subject to a civil penalty of not less than fifty dollars ($50.00) or more than five thousand dollars ($5,000) per day for each day of violations. Each day of violation may constitute a separate violation.

Section XV. Appeal of Civil Penalty

Any person receiving an Assessment may appeal the determination to the Hamblen County Planning Commission. The notice of appeal must be received within 30 days from the date of the Assessment. Hearing on the appeal before the Hamblen County Planning Commission or its designee shall take place within 30 days from the date of receipt of the notice of appeal. The decision of the Hamblen County Planning Commission or their designee shall be final.

Section XVI. Remedies not Exclusive

The remedies listed in this resolution are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

Section XVII. Conflict with Other Regulations

Where the standards and management requirements of this resolution conflict with other laws, regulations, and policies regarding streams, steep slopes, erodible soils, wetlands, floodplains, timber harvesting, land disturbance activities, or other environmental protective measures, the more restrictive shall apply.

Section XVIII. Severability

The provisions and sections of this resolution shall be deemed to be severable, and the invalidity of any portion of this resolution shall not affect the validity of the remainder.

Section XIX. Adoption of Resolution

This resolution shall be in full force and effect 30 days after its final passage and adoption by the Hamblen County Board of Commissioners. All prior resolutions and parts of resolutions in conflict with this resolution are hereby repealed.

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

Voting Aye:_____
Voting Nay:_____
Pass:_____

The Chair declared the resolution adoption the _____ day of _____20._____

By:_____
Chairman

Attest:_____
County Clerk

Approved:_____
County Mayor

Return to Committee Cover

RESOLUTION #_____

A RESOLUTION TO ADOPT
THE HAMBLEN COUNTY STORMWATER
ENFORCEMENT RESPONSE PLAN
MAY 18, 2023

WHEREAS, The Hamblen County Stormwater Department was audited by the State of Tennessee Department of Environment and Conservation and;

WHEREAS, The Hamblen County Stormwater Department was informed via audit review that our regulations must be adopted in order to be in compliance with the State of Tennessee:

NOW, THEREFORE, BE IT RESOLVED THAT the Hamblen County Board of Commissioners does hereby approve the Enforcement Response Plan regulations for the Hamblen County Stormwater Department.

Motion was made by_____

Second by_____

Voting For: Voting Against:

ATTEST:

_____
County Clerk

AUTHENTICATED:

_____
County Mayor

_____
Date

Return to Committee Cover

Hamblen County Stormwater Department

Enforcement Response Plan

*The January 2023 version of the **Hamblen County Stormwater Department Enforcement Response Plan** is the most current version of this document. If another copy is referenced without this notice, it is not the most recent version and any former resolutions described within are null and void.*

Return to Committee Cover

Executive Summary

Hamblen County, Tennessee (referred to herein as "County") is designated as a Municipal Separate Storm Sewer System (MS4) and through their NPDES stormwater discharge permit with the State of Tennessee is required to develop a Stormwater Management Program.

One component of the Stormwater Management Program is the implementation of an **Enforcement Response Plan (ERP)** to be used by the County in the oversight of regulation of certain land uses and development activities. These regulations include all locally adopted stormwater related resolutions directed towards areas of pollution prevention and water quality. Specifically, those regulations include;

1. Zoning requirements (as listed in the Zoning Regulations),
2. Subdivision standards involving the land development process (as listed in the Subdivision Regulations),
3. Erosion prevention and sediment control measures at construction sites,
4. Establishment of buffer zone requirements,
5. Illicit discharge and illegal connection control measures,
6. Permanent (post-construction) stormwater runoff control and management.

The County shall enforce these regulations and any violations identified will be addressed by using the following tools, as each is deemed appropriate, at the County's discretion:

1. **Verbal Warnings** – Verbal warnings will be used for minor violations. These warnings will be noted in an inspection log book, or other documentation file, including the date resolved.

2. **Written Warnings -** A written warning will be issued to the responsible party, by regular mail delivery, when verbal warnings fail to correct a violation in a timely manner.

3. **Notice of Violation (NOV) -** A Notice of Violation will be issued, via certified mail, to the responsible party for any violation(s) that remain uncorrected after verbal or written warnings have been issued by the County. NOV's will require that violators submit a response plan of action to resolve the noncompliance. They may also contain civil or administrative penalties depending on the severity of the situation.

Return to Committee Cover

4. **Consent Orders and Correction Notices -** Consent orders and correction notices will be used, as may be appropriate, where the County and the person responsible for the noncompliance can establish an agreement to bring the project site into compliance when an extended period of time may be needed. Such notices and orders may include civil and/or administrative penalties, along with any appropriately related cost recovery charges, when necessary.

5. **Compliance Orders -** Compliance orders will be used when a person continues to violate any locally adopted regulations, permits or other orders issued to them. A compliance order may require a violator to install adequate structures or devices and/or implement appropriate procedures for the proper operation and maintenance of an existing structure or device. Monetary penalties will be assessed with a compliance order.

6. **Appeals and Show Cause Hearings** - Appeals and show cause hearings are allowed to be brought before either the Hamblen County Planning Commission or its designee, or the Board of Zoning Appeals in certain cases. Decisions made by these bodies shall be considered final (pending any further appeal made pursuant to applicable state law under title 27, chapter 8). Whenever a monetary assessment or civil penalty has become final due to a failure to appeal, the County may apply to the court for a judgment and seek execution of such judgment.

7. **Stop Work Orders (SWO) -** Stop work orders will be used to halt all operations at a nonconforming site; except for cleaning up, terminating the discharge, or installation of appropriate control measures~~. Stop work orders shall contain a penalty and may include any other related charges as may be determined to be necessary on a case-by-case basis.~~

8. **Suspension, Revocation, or Modification -** The County may suspend, revoke, or modify a permit or plat approval for any land development project within the County upon a finding of just cause to do so. Such permit or plan approval may be reinstated upon the responsible party taking the steps necessary to remediate or otherwise cure the violation(s). In addition, building permit certificate of occupancy approvals will not be granted until corrections to all stormwater practices have been made.

9. **Civil and Administrative Penalties -** Civil and administrative penalties, when assessed, shall be no less than $50.00 ~~and no more than $5,000.00~~ per day for each day of violation.

Return to Committee Cover

The MS4 Department will take into account certain considerations when assessing penalties for violations. ~~With each subsequent enforcement response level reached, the initial fine shall be doubled from its original amount, up to a maximum of $5,000.00 per day.~~

10. **Recovery of Damages** - Recovery of damages and costs may include reasonable expenses incurred by the County in investigating and enforcing compliance with its adopted resolutions or any other actual damages proximately caused by the violation(s).

11. **Performance Security Bond** - A performance security bond is required to be posted for developments where stormwater practices are to be installed based on an approved management plan. The security shall contain a forfeiture provision for failure to timely complete the specified work contained in the approved stormwater management plan.

12. **Legal Action** - The County may bring legal action for injunctions to restrain or compel activities by an owner, or other responsible party, or to institute proceedings to collect any unpaid penalties or cost recovery charges.

13. **Referral to TDEC** - NPDES permit referrals for identified unpermitted discharges that should be covered by a state issued NPDES permit shall be reported to the local Tennessee Department of Environment and Conservation (TDEC) Environmental Field Office when the County becomes aware of such situations. Referrals will also be made to the local Environmental Field Office of TDEC when progressive enforcement actions by the County are unsuccessful in bringing a discharge into compliance.

Return to Committee Cover

Enforcement Response Plan

Description of Each Type of Enforcement Response:

1. **Verbal Warnings;**

   a. At a minimum, verbal warnings will specify the nature of the violation and detail the required corrective action(s) to be taken.

   b. Verbal warnings may be given at the discretion of the field inspector when it appears the condition can be corrected by the ~~violator~~ responsible party within a reasonable time, which time shall be approved by the inspector.

   c. No more than two (2) verbal warnings will be given for a single violation.

   d. All verbal warnings shall be documented in the Stormwater Office.

2. **Written Notices;**

   a. *Written Warning*

      i. A written warning, may be hand delivered or sent by regular mail, addressed to the responsible party specifying the nature of the violation, the required corrective action(s) expected to be taken, and will set a follow-up inspection date.

      ii. Warning letters will be issued by the field inspector when a maximum of two (2) verbal warnings have failed to correct violations in a timely manner.

   b. *Notice of Violation (NOV)*

      i. The NOV, will be delivered by certified mail, addressed to the responsible party specifying the nature of the violation, list the required corrective action(s) that must be taken, and will set a follow- up compliance inspection date.

      ii. The NOV will require the party committing the violation to submit a written explanation of the violation(s) and a response plan for the satisfactory correction and prevention of the violation conditions, including the specified required actions to be taken to resolve the violation within **seven (7) working days.**

Return to Committee Cover

iii. ~~The NOV response plan must be submitted to the County's Municipal Separate Storm Sewer System (MS4) Department as soon as practical but, in no case later than **five (5) working days** from the violator's receipt of the NOV.~~

iv. Submitting ~~this~~ an NOV response plan does not relieve the responsible party ~~committing the violation(s)~~ of any monetary liability to the County for taking enforcement actions that may be deemed appropriate, for any violations that occurred either before or after the receipt of the NOV.

v. The NOV will be issued by the Stormwater Staff and may include monetary penalties (civil and/or administrative) being assessed which, if assessed, shall be ~~no less than~~ $50.00 ~~or more than $5,000.00~~ per day with each day or portion thereof being considered a separate offense. ~~With each subsequent enforcement response level reached, the initial fine shall be doubled from its original amount, up to a maximum of $5,000.00 per day.~~

3. **Citations and Administrative Orders;**

a. *Consent Orders / Correction Notices*

i. The Commission and/or Staff are empowered to issue Correction Notices and enter into Consent Orders, Assurances of Voluntary Compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance.

ii. All Consent Orders /Correction Notices will include specific corrective actions needing to be taken in order to correct the noncompliance along with a specified time period to finish the corrective actions.

iii. All Consent Orders/Correction Notices have the same force and effect as other administrative orders such as the Compliance Order and the Cease and Desist Order.

iv. Civil and/or administrative penalties, along with related cost recovery charges may, at the County's discretion, be assessed against a violator with a Consent Order/Correction Notice in order to encourage compliance and to recoup any costs and/or damages proximately caused by the violator.

Return to Committee Cover

v. If a civil and/or administrative penalty is assessed with a consent order/correction notice the penalty ~~shall double from the previously determined amount and shall remain at this new amount each day until the next level of enforcement response is required or the violation is resolved (at a maximum of $5,000.00 per day).~~ Any other related assessed charges (cost recovery) shall be determined on a case-by-case basis.

4. Compliance Order;

a. When the Commission and/or its Stormwater Staff finds that any person has violated or continues to violate any locally adopted regulations, ~~or~~ a permit issued under such regulations, or an order issued hereunder, a compliance order may be issued to the violator directing that, ~~following~~ within a specific time period, adequate structures or devices must be installed and/or appropriate procedures must be implemented for the proper operation and maintenance of an existing structure or device.

b. Compliance Orders may also contain ~~such~~ other requirements as might be reasonably necessary ~~and appropriate~~ to address the noncompliance, including the construction or modification of ~~appropriate~~ structures, installation of devices, conducting self-monitoring, performing inspections and implementing management practices (i.e., providing for the proper operation and maintenance of existing structures and/or devices).

c. Monetary penalties (civil and administrative, including ~~cost recovery~~ attorney fees, where applicable) will be assessed with the compliance order ~~and shall double from the previously determined amount and shall remain at this new amount each day until the next level of enforcement response is required or the violation is resolved (at a maximum of $5,000.00 per day)~~ a judgement for penalties and costs may be filed, creating a lien upon the involved property.

5. Show Cause Hearing (Notice of Appeal);

a. ~~Either~~ The Commission ~~or its designee, or the Board of Zoning Appeals (BZA), as may be provided for in each respective locally adopted resolution or regulation,~~ is authorized to hear appeals by a person who has violated any ~~such~~ provision thereof, or any permit or order issued hereunder, to show cause/appeal why a proposed enforcement action should not be taken. Unless provided otherwise (see subsection d), all notices of appeal must be received within thirty (30) days from the date a penalty, or other charge, has been assessed.

Return to Committee Cover

b. Should a notice of appeal be filed within the specified time frame, a notice of the show cause hearing date will be served on the person making the appeal specifying the time and place for the meeting, the proposed enforcement action(s), the reasons for the proposed enforcement action(s), and a request for the violator to show cause (appeal) why the proposed enforcement action(s) should not be taken. The hearing of an appeal before the Planning Commission ~~or its designee,~~ shall take place within thirty (30) days from the date of receipt of a notice of appeal. ~~from a violator~~. The hearing notice may be served personally or delivered by registered or certified mail (return receipt requested) at least ten (10) days before the scheduled hearing. The decision of the Planning Commission or their designee shall be final.

i. In cases involving post-construction requirements, the appeal shall be heard by the Planning Commission if a request is **made within fifteen (15) days of service** of the notice or order. For cases involving buffer zone requirements, the appeal shall be heard by the ~~BZA~~ Planning Commission if a request is made **within thirty (30) days of service** of the notice or order. The decision of the Commission shall be final.

ii. In any case, regardless of the body authorized to hear an appeal, if a petition for review is not filed **within thirty (30) days** after service of the notice or order, the violator shall be deemed to have consented and the penalty, assessment, notice or order shall be final.

iii. Appeals of a final decision made by either the Planning Commission or its designee, or the BZA may be made pursuant to applicable State law under title 27, chapter 8.

iv. Whenever a monetary assessment or civil penalty has become final due to a failure to appeal, the County, through legal counsel, may apply to the ~~appropriate~~ Hamblen County Chancery Court for a judgment and seek execution of such judgment. ~~The court shall treat a person's failure to appeal as a confession of judgment.~~ The failure to file a timely appeal shall operate as a confession of judgement.

Return to Committee Cover

6. **Stop Work Orders (SWO);**

   a. *Cease and Desist Order*

      i. The County Planning Commission or its Staff may issue a SWO, which requires that all work at a site must cease and desist immediately, to any person who has violated or continues to violate any ~~adopted~~ resolutions or regulations, or any permit conditions, or other orders issued hereunder.

      ii. The SWO requires that the violator must comply with the cease and desist order and must take any appropriate remedial or preventive actions as may be needed to properly address a continuing or threatened violation; including halting all operations (except for cleaning up) terminating the discharge and installing appropriate control measures.

      iii. Monetary penalties (civil and administrative, including cost recovery, where applicable) ~~will~~ may be assessed with the SWO.

      iv. ~~A SWO may double the monetary penalty from the previously determined amount and shall remain at this new amount each day until the next level of enforcement response is required or the violation is resolved (at a maximum of $5,000.00 per day). Any other related assessed charges (cost recovery) shall be determined on a case-by-case basis.~~

7. **Suspension, Revocation or Modification of Permit or Plan Approval;**

   a. The Stormwater Staff may suspend, revoke or modify a permit, or related plan approval, which authorizes a land development project to take place within the County upon a finding of just cause to do so (i.e., noncompliance with adopted resolutions, regulations, permits or orders).

   b. A suspended, revoked or modified permit, or plan approval, may be reinstated after the applicant, or other responsible person, has taken the remedial measures set forth in the notification or order, or has otherwise cured the violation(s) described therein. ~~Such~~ A permit, or plan approval, may also be reinstated upon such conditions as the County may deem necessary to enable the applicant, or other responsible person, to take the ~~necessary~~ required remedial measures to cure ~~such~~ any violation(s) including the facility's ability to discharge to the MS4 system.

Return to Committee Cover

c. In addition to the above, building permit certificates of occupancy approvals will not be granted until corrections to all stormwater practices have been ~~made~~ corrected and are accepted by the Planning Commission and its Staff.

8. Monetary Measures;

a. *Civil and Administrative Penalties*

i. The County declares that any person violating the provisions of its locally adopted resolutions, regulations, permits or orders may be assessed a civil and/or administrative penalty by the MS4 Department.

ii. ~~doubled from the previously determined amount and shall remain at this new amount each day until the next level of enforcement response is required or the violation is resolved (at a maximum of $5,000.00 per day).~~

iii. Each day of violation shall constitute a separate violation.

iv. The MS4 Department will consider the following in assessing civil and/or administrative penalties for violations:

1. The harm done to the public health or the environment;

2. Whether the penalty to be imposed will be a substantial economic deterrent to the illegal activity;

3. The economic benefit gained by the violator;

4. The amount of effort put forth to remedy the violation;

5. Any unusual or extraordinary enforcement costs incurred by the County;

6. The amount of penalty established by resolution or other means for specific categories of violations; and

7. Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.

Return to Committee Cover

b. *Recovery of Damages and Costs*

i. All damages ~~proximately~~ incurred by the County which are attributable to ~~cause by~~ the violator ~~to the County~~, which may include reasonable expenses incurred in investigating violations of, and enforcing compliance with, adopted resolutions or any other actual damages caused by the violation may be assessed against a violator as may be ~~deemed~~ found appropriate on a case by case basis.

ii. The cost of the County's maintenance efforts made at stormwater facilities when the user of such facilities fails to maintain them as required by adopted resolutions shall be assessed against a responsible party in order to recoup such costs.

iii. In addition to the above, when and where appropriate, violators shall be liable for court costs, attorney's fees, or other expenses, which may be incurred by the County in taking any civil action(s) that may become necessary to achieve compliance with adopted resolutions.

iv. Also, where the county must expend funds to restore a buffer zone area, when the violator fails to comply, charges equal to two (2) times the cost of such restoration shall be recoverable from the responsible party, in addition to any other monetary penalties accrued.

c. *Performance Security*

i. The County may require an applicant to submit a performance security before a site development plan is approved, or a permit is issued, or reinstated, in order that the stormwater practices are installed by the responsible party as required by the approved management plan.

ii. Acceptable performance securities include an Irrevocable Letter of Credit, a certified check or cash deposit that will be deposited in the County's account.

Return to Committee Cover

iii. ~~The amount for the performance security will be based on the total estimated construction cost, plus fifty percent (50%), of the structural best management practices (BMPs) approved under the stormwater management plan, or permit, plus any reasonable foreseeable additional related costs (e.g., damages, inspections, enforcement, maintenance, etc.).~~Prior to any construction activity taking place, a surety or bond in the amount of one hundred fifty percent (150%) of the estimated cost of the required improvements must be submitted and approved by the Planning Commission. The surety or bond shall cover the cost of installation of any required drainage facilities, landscaping or any other required improvements as deemed necessary by the Planning Commission. The surety or bond shall be made out to the Hamblen County Planning Commission, all bonds must be within fifty (50) miles of Morristown, and shall be held and utilized, if needed, to complete the required improvements after twelve (12) months of its posting if the improvements have not been made or do not remain properly stabilized. Prior to the end of the twelve (12) month period the developer may request release of the surety or bond if all installed improvements have been properly completed, adequately stabilized, and approved. Upon posting the surety or bond, the developer must give the Planning Commission a notarized statement granting permission for the required improvements to be installed on the property in case of default. (November 19, 2015)

iv. The applicant must provide an itemized construction cost estimate, complete with unit prices, as prepared by a Tennessee registered professional engineer which shall be subject to acceptance, amendment or rejection by the Hamblen County Planning Commission. Alternatively, the County shall have the right to calculate the construction cost estimate if it so chooses.

v. The performance security shall contain a forfeiture provision for failure to timely complete the specified work contained in the stormwater management plan.

vi. To receive a full release of the performance security, the following steps must be fulfilled:

Return to Committee Cover

1. The applicant must submit "as-built" drawings and a written certification sealed by a registered professional engineer licensed in the State of Tennessee stating that the structural BMPs have been installed in substantial compliance with the approved plan and specifications along with any other applicable provisions of the County's stormwater resolutions, and/or requirements.

2. The County will make a final inspection of the entire site including the structural BMPs to ensure that the development is in substantial compliance with the approved plan and specifications along with the appropriate provisions of the County's adopted resolutions.

3. Typically a performance security is held for **a period of one (1) year** following the Commission granting its final approval of a site development plat or plan. This ensures the site has been properly stabilized with vegetation and that any facilities and/or devices installed are operating properly.

vii. A partial release of no more than fifty percent (50%) of the full amount of the security posted may be granted by the Commission, at its discretion, where adequate justification can be provided. The Commission is also authorized to require that an additional amount be posted or extend the typical holding period, **beyond one (1) year,** when noncompliance or other unacceptable condition(s) exist.

d. *Legal Action/Other Remedies*

i. The County may bring legal action to enjoin the continuing violation of its adopted resolutions. Also, pursuant to the County's resolutions, the County may, through the County Attorney, petition the appropriate court(s) for issuance of preliminary or permanent injunctions to restrain or compel activities by an owner, or other responsible party, or to institute proceedings to collect any unpaid penalties or cost recovery.

Return to Committee Cover

9. NPDES Permit Referrals:

a. *Unpermitted Discharges;*

i. For a known project site involving a construction activity or an industrial stormwater discharge, where the discharge should also be covered by a state NPDES permit, and the known site does not have a State NPDES permit, the County must notify the Tennessee Department of Environment and Conservation (TDEC) about this discharge through the local Environmental Field Office (EFO). The following information will be supplied to the EFO:

1. Construction project or industrial facility location;
2. Name of owner or operator;
3. Estimated construction project size or type of industrial activity (including SIC code if known); and
4. Records of communication with the owner or operator regarding filing requirements.

b. *Unresolved Noncompliance of Permitted Discharges;*

i. Where the County has used progressive enforcement to achieve compliance with its adopted resolutions, and in the judgment of the County it has not been successful, the County may refer the violation to TDEC through the local EFO. For the purposes of this provision, "progressive enforcement" shall mean two (2) follow-up inspections, two (2) warning letters, and a Notice of Violation. The following information must be supplied to the EFO:

1. Construction project or industrial facility location;
2. Name of owner or operator;
3. Estimated construction project size or type of industrial activity (including SIC code if known); and
4. Records of communication with the owner or operator regarding the violation, including at least two (2) follow-up inspections, two (2) warning letters, ~~or~~ Notices of Violation, and any response from the owner or operator.

Return to Committee Cover

10. Recordkeeping and Tracking:

a. All non-compliance instances will be tracked either electronically or by using paper files. This tracking system will include all records and documents related to stormwater resolution violations at the site and should be stored in the enforcement case file. The minimum required documentation must include the following items:

1. Name of owner/operator;
2. Location of construction project or industrial facility;
3. Description of violation(s);
4. Required schedule for returning to compliance;
5. Description of enforcement responses used, including escalated responses if repeat violations occur or violations are not resolved in a timely manner;
6. Accompanying documentation of enforcement responses (e.g., notices of noncompliance, notices of violation, etc.);
7. Any referrals to different departments or agents; and
8. Date the violation was resolved.

b. The County must use the non-compliance records and tracking to identify any chronic violators, and use this information to work toward reducing the rate of noncompliance relapse.

c. This will include tracking violations, applying incentives and/or disincentives, and increasing the inspection frequency of the operator's sites.

d. If the operator fails to take corrective actions, the County must pursue progressive enforcement and, if needed, perform the necessary work and assess against the owner the costs incurred for making repairs and/or performing required maintenance on post-construction facilities.

e. For those BMPs located on public property or within public rights-of-way, the County must document that appropriate maintenance and/or repairs have been completed (e.g., using photos, maintenance logs, contractor invoices).

f. The County must ~~keep~~ retain any closed files of enforcement actions taken for a minimum of three (3) years after the file is closed consistent with the MS4 General Permit conditions. However, file retention time may be longer if required by law.

Return to Committee Cover

g. In case of Illicit Discharge complaints, the County shall investigate and respond within seven (7) days from detection, and eliminate such discharges as soon as possible. In cases where an Illicit Discharge involves a septic system failure or other component thereof, the County will transfer the matter to the appropriate division of TDEC for enforcement.

11. Enforcement Action Matrices:

a. *Noncompliance with Construction Requirements;*

i. See Table I for the enforcement action matrix for noncompliance with construction requirements. In general, the severity of the enforcement measure increases moving down the matrix.

ii. For parties who fail to obtain a land disturbance permit before starting work, the initial enforcement action may be more stringent than for a project that has an approved plan but has failed to comply with the approved plan.

1. The County has the ability to stop project work for non-permittees. Stopping work generally includes ceasing all work except what is needed to address stormwater and/or safety until the project has an approved stormwater plan.
2. Non-permittees may be required to perform corrective actions as advised by the County and to develop the required erosion control and/or stormwater plan submittals to submit to the County for review and approval.
3. The County will not issue a land disturbance permit where work began prior to receiving approval from the County. However, the County may issue another approval to the non-permittee following the plan review and approval process similar to what would have happened if the project plans had been submitted for advance review and permit approval before the work began.
4. Once the corrective actions have been successfully completed and the submitted stormwater plan has been approved by the County, the County will issue the violator a written notice that the situation has been resolved.
5. If the corrective actions or submitted plan cannot be approved, the County should also send a written notice to the violator describing what was deficient and what step(s) are needed to resolve the situation.
6. If the issue cannot be resolved by the Hamblen County Planning Commission/Stormwater Department, the violation will be referred to the Tennessee Department of Environment and Conservation (TDEC).

Return to Committee Cover

b. *Failure to Remove Illicit Discharges or Cause a Buffer Zone Violation;*

   i. See Table 2 for the enforcement action matrix for failure to remove an illicit discharge or cause a buffer zone violation.

   ii. The action matrix was set up to provide varying suggested degrees of response to noncompliance documented by the County.

   iii. In general, the severity of the enforcement measure increases moving down the matrix.

c. *Noncompliance with Post-Construction Requirements;*

   i. See Table 3 for the enforcement action matrix for noncompliance with post-construction requirements.

   ii. The action matrix was set up to provide varying suggested degrees of response to noncompliance documented by the County.

   iii. In general, the severity of the enforcement measure increases moving down the matrix.

12. Suspension Due to Illicit Discharges in Emergency Situations

a. The Hamblen County Planning Commission and/or its Staff may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the ~~United~~ States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the State, or to minimize danger to persons.

13. Administration and Enforcement

a. Stormwater inspections are a function of the Planning and Stormwater Office. The executive official supervising the day to day operations of the department is the Stormwater Coordinator (or his/her designee).

b. The Stormwater Coordinator shall be appointed by the County Mayor.

Return to Committee Cover

c. In accordance with funding provided by the Hamblen County Legislative Body and with the concurrence of the County Mayor, the Stormwater Coordinator ~~(or his/her designee)~~ shall have the authority to appoint an inspector(s). Such employees shall have such powers as delegated by the ~~director~~ Stormwater Coordinator ~~(or his/her designee)~~

d. The Stormwater Coordinator, employees, and members of the Planning Commission charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and ~~is~~ are hereby relieved from all personal liability for any damage ~~accruing~~ occurs to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any inspector or employee because of an act performed by that individual in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction or such other counsel as may be provided by the jurisdiction until the final termination of the proceedings. The Stormwater Coordinator or any subordinate shall not be liable for costs in an action, suit or proceedings that are instituted in ~~pursuance~~ pursuit of the provisions of this code.

Return to Committee Cover

Table 1. Enforcement Action Matrix for Noncompliance with Construction Requirements

Type of Violation	Failure to Obtain Land Disturbance Permit Prior to Starting Work	Minor Violations (Failure to Install, Maintain, or Upgrade Measures on Erosion & Sediment Control Plan)	Minor Violations (Failure to Install, Maintain, or Upgrade Measures on Erosion & Sediment Control Plan for a Priority Area)	Major Violation (Failure to Install, Maintain or Upgrade Measures on Erosion & Sediment Control Plan that Resulted in a Sediment Release from the Project Site)	Repeat Violation By a Party (at the Same Site)	Repeat Violation by a Party (Different Site than Initial Noncompliance Site)
Enforcement Measures for Use (Increasing Severity Moving Down the Chart)		Verbal Warning (2 Max)	Verbal Warning (2 Max)			
		Written Warning (2 Max)	Written Warning (2 Max)			
		Notice of Violation	Notice of Violation	Notice of Violation	Notice of Violation	Notice of Violation
		Compliance Order or Consent Order	Compliance Order or Consent Order	Compliance Order or Consent Order	Compliance Order or Consent Order	Compliance Order or Consent Order
	Cease and Desist	Cease and Desist	Cease and Desist	Cease and Desist	Cease and Desist	Cease and Desist
		Suspension, Revocation, or Modification of Permit	Suspension, Revocation, or Modification of Permit	Suspension, Revocation, or Modification of Permit	Suspension, Revocation, or Modification of Permit	Suspension, Revocation, or Modification of Permit
	Legal Action	Legal Action	Legal Action	Legal Action	Legal Action	Legal Action

This plan is a guide; any of the enforcement responses may be used at the County's discretion and the County may choose to escalate an enforcement case by skipping intermediate steps. Penalties (Civil, Administrative, Recovery of Damages and Costs, etc.) may be assessed as described in the stormwater resolutions and as allowed by law at the County's discretion.

Return to Committee Cover

Table 2. Enforcement Action Matrix for Failure to Remove an Illicit Discharge or Cause a Buffer Zone Violation

Type of Violation	First Failure to Remove an Illicit Discharge or First Cause of a Buffer Zone Violation	Repeat Violation by a Party (Same Site)	Repeat Violations by a Party (Different Site than Initial Noncompliance Site)
Enforcement Measures for Use (Increasing Severity Moving Down the Chart)	Verbal Warning (2 Max)		
	Written Warning (2 Max)		
	Notice of Violation	Notice of Violation	Notice of Violation
	Compliance Order or Consent Order	Compliance Order or Consent Order	Compliance Order or Consent Order
	Cease and Desist or Consent Order	Cease and Desist or Consent Order	Cease and Desist or Consent Order
	Legal Action	Legal Action	Legal Action

This plan is a guide; any of the enforcement responses may be used at the County's discretion and the County may choose to escalate an enforcement case by skipping intermediate steps. Penalties (Civil, Administrative, Recovery of Damages and Costs, etc.) may be assessed as described in the stormwater resolutions and as allowed by law at the County's discretion.

Return to Committee Cover

Table 3. Enforcement Action Matrix for Noncompliance with Post-Construction Requirements

Type of Violation	First Failure to Comply with Post-Construction Requirements	Repeat Violation by a Party (Same Site)	Repeat Violations by a Party (Different Site than Initial Noncompliance Site)
Enforcement Measures for Use (Increasing Severity Moving Down the Chart)	Verbal Warning (2 Max)		
	Written Warning (2 Max)		
	Notice of Violation	Notice of Violation	Notice of Violation
	Compliance Order or Consent Order	Compliance Order or Consent Order	Compliance Order or Consent Order
	Cease and Desist or Consent Order	Cease and Desist or Consent Order	Cease and Desist or Consent Order
	Legal Action	Legal Action	Legal Action

This plan is a guide; any of the enforcement responses may be used at the County's discretion and the County may choose to escalate an enforcement case by skipping intermediate steps. Penalties (Civil, Administrative, Recovery of Damages and Costs, etc.) may be assessed as described in the stormwater resolutions and as allowed by law at the County's discretion.

Return to Committee Cover

RESOLUTION _____

A RESOLUTION TO AMEND THE STORMWATER WATER QUALITY BUFFER ZONE REGULATIONS OF HAMBLEN COUNTY, TENNESSEE
MAY 18, 2023

WHEREAS, uncontrolled storm water drainage and discharges flowing into waters through the natural riparian, vegetated areas bordering a stream system can have a significant, adverse impact on the surrounding environment and waterways by carrying pollutants into the receiving waters within the community; and

WHEREAS, Hamblen County is required by federal law, particularly 33 USC 1342 (p) and 40 CFR 122.26, to obtain a National Pollution Discharge Elimination System (NPDES) permit through the Tennessee Department of Environment and Conservation (TDEC) to manage storm water flows and associated pollutants discharged into waterways through Hamblen County's storm water system and drainage ways; and

WHEREAS, the NPDES permit requires Hamblen County to establish controls measures on new and re- development projects to protect the environment and natural resources of areas located along local streams to reduce the discharge of pollutants in stormwater to the maximum extent practicable using management practices, control techniques, system design and engineering methods, and such other provisions which are determined to be appropriate for the control of such pollutants:

NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Board of Commissioners does hereby approve the Water Quality Buffer Zone regulation amendment and shall read as follows:

Return to Committee Cover

Water Quality Buffer Zone Regulations

Section I. **Background**

A.) Water quality buffer zones are those vegetated, preferably native, areas of land located adjacent to open water bodies, stream systems, floodplains, sinkholes, and wetlands. These zones provide numerous environmental protection and resource management benefits that can include the following:

1. Restoring and maintaining the chemical, physical, and biological integrity of the water resources;
2. Removing pollutants delivered from urban storm water;
3. Reducing erosion and sediment entering the waters;
4. Stabilizing stream banks by providing vegetative structural integrity;
5. Providing infiltration, filtration and evapotranspiration of storm water runoff;
6. Maintaining base flow of streams;
7. Contributing the organic matter that is a source of food and energy for the aquatic ecosystem;
8. Providing tree canopy cover to shade streams and promote desirable aquatic organisms;
9. Providing riparian wildlife habitat;
10. Furnishing scenic value and recreational opportunity.

B) It is the desire of the Hamblen County Board of Commissioners to protect and maintain the native vegetation in riparian areas by implementing specifications for the establishment, protection, and maintenance of a permanent water quality buffer zone along all Waters of the State including open water bodies, stream systems, floodplains, sinkholes, and/or wetland areas at new development and redevelopment projects within our jurisdictional authority.

Section II. **Intent**

A) The purpose of this Resolution is to establish minimal acceptable requirements for the design of buffers to protect the waters, streams, wetlands, and floodplains of Hamblen County; to protect the water quality of watercourses, reservoirs, lakes, and other significant water resources within Hamblen County; to protect Hamblen County's riparian and aquatic ecosystems; and to provide for the environmentally sound use of Hamblen County's land resources.

Return to Committee Cover

Section III. **Definitions**

Active Channel The area of the stream channel that is subject to frequent flows and includes the portion of the channel below the floodplain.

ARAP Aquatic Resource Alteration Permit issued by TDEC.

Best Management Practices (BMPs) Conservation practices or management measures that control soil loss and reduce water quality degradation caused by nutrients, animal wastes, toxics, sediment, and runoff. Examples include: schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMP's also include treatment requirements, operating procedures, and practices to control runoff, spillage, leaks, sludge or other waste disposal, or drainage from raw material storage.

Buffer Zone An undisturbed vegetated area, including trees, shrubs, and herbaceous vegetation; enhanced or restored vegetation; or the re-establishment of native vegetation bordering streams, ponds, wetlands, springs, rivers, lakes, reservoirs, or other water quality sensitive area which exist or is established to protect those water bodies. Alteration of this natural area is strictly limited.

Commission Hamblen County Planning Commission.

Control Measure Refers to any BMP or other method used to prevent or reduce the discharge of pollutions to waters of the state.

Development

1) The improvement of property for any purpose involving building and/or grading.
2) Subdivision or the division of a tract or parcel of land into two or more parcels.
3) The combination of any two or more lots, tracts, or parcels of property for any purpose.
4) The preparation of land for any of the above purposes.

Exceptional Waters Surface waters of the State that satisfy characteristics set forth in State rules and regulations. These characteristics include but are not limited to, waters within State or national parks, scenic rivers, waters with naturally reproducing trout, waters with exceptional biological diversity, or waters with outstanding ecological or recreational value.

Return to Committee Cover

Impaired Waters of the State — Any segment of surface water that has been identified as failing to support its classified uses. The State periodically compiles a list of such waters known as the 303(d) List.

Nonpoint Source Pollution — Pollution that is generated by various land use activities rather than from an identifiable or discrete source and is conveyed to waterways through natural processes, such as rainfall, snow melt, storm water runoff, or groundwater seepage rather than direct discharges. Examples are sheet flow from pastures and runoff from pavement.

NPDES — National Pollutant Discharge Elimination System-The part of the clean water act which requires point source discharges to obtain permits. These permits, referred to as NPDES permits are administered by the Washington State Department of Ecology.

100 Year Floodplain — The area of land adjacent to a stream or sinkhole that is subject to inundation during a storm event that has a 1% chance of occurring in any given year (100 year storm) ~~recurrence interval of 100 years~~.

Outfall — A point or location where collected and concentrated surface and stormwater runoff is discharged from a pipe system or culvert into the drainage system

Person — Defined as any individual, association, organization, partnership, firm, corporation, municipality, or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollution — Any contamination or alteration of the physical, chemical or biological properties of waters that will render the waters harmful or detrimental to:
1) Public health, safety, or welfare;
2) Domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses;
3) Livestock, wild animals, or birds;
4) Fish or other aquatic life.

Redevelopment — The alteration of developed land that disturbs one acre or more, or ~~less than an acre if~~ part of a larger common plan of development that disturbs one acre or more, and increases the site or building impervious footprint, ~~or offers a new opportunity for storm water controls.~~ The term is not intended to include such activities as exterior remodeling, which is not expected to cause adverse storm water quality impacts.

Stream Channel — Part of a watercourse either naturally or artificially created that contains an intermittent or perennial base flow of groundwater origin. Base

Return to Committee Cover

flows of groundwater origin can be distinguished by any of the following physical indicators:

1) Hydrophytic vegetation, hydric soil, or other hydrologic indicators in the area(s) where groundwater enters the stream channel in the vicinity of the stream headwaters, channel bed, or channel banks;
2) Flowing water not directly related to a storm event;
3) Historical records of a local high groundwater table, such as well and stream gauge records.

Stream Order A classification system for streams based on stream hierarchy. The smaller the stream, the lower its numerical classification will be. For example, a first order stream does not have tributaries and normally originates from springs and/or seeps.

Stream System Includes open water bodies, stream channels, sinkholes, and wetlands with one or more of the following characteristics:

1) 100-year floodplain;
2) Hydrologically related features;
3) Perennial or intermittent flow;
4) Waters of the State as defined in the Tennessee Water Quality Control Act.

Streams Typically type of streams are year-round (perennial), seasonal (intermittent) or are rain dependent. These watercourses may be identified through site inspection and evaluation by a TDEC approved professional. Most, but not all, streams can be found on the TDEC stream inventory. ~~are shown on United States Geological Survey (USGS) maps. Perennial streams are those depicted on a USGS map with a solid blue line. Intermittent streams are those depicted on a USGS map with a dotted blue line.~~

Stormwater Is the water that runs off surfaces such as rooftops, paved streets, highways, and parking lots. It can also come from hard grassy surfaces like lawns, play fields, and from graveled roads and parking lots.

TDEC Tennessee Department of Environment and Conservation

Waters of the State Waters, public or private, on or beneath the surface of the ground which are contained within, flow through or border upon Tennessee or any portion thereof except those bodies of water confined to and

Return to Committee Cover

retained within the limits of private property in single ownership which do not combine to effect a junction with natural surface or ground waters.

Water Pollution Hazard — A land use or activity that causes a relatively high risk of potential water pollution.

Wetlands — Those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

Wet Weather Conveyance — Manmade or natural watercourses, including natural watercourses that has been modified by channelization:

1) That flows only in direct response to precipitation runoff in the immediate area;
2) Whose channels are at all times above the groundwater table;
3) That are not suitable for drinking water supplies; and
4) In which hydrological and biological analyses indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months.

Section IV. Application

A) This Resolution shall apply to all proposed development projects (both new development and redevelopment) that disturb one (1) acre or more of land or are part of a larger common development that will disturb one (1) acre or more of land except for those projects as listed below, under subsections B-E, or those which meet waiver, variance or exemption criteria as outlined in Section IX of this regulation.

B) This Resolution shall not apply to timber harvesting activities which are implementing a forest management plan that is deemed to be in compliance with the regulations of the State of Tennessee and has received approval from the appropriate State Forestry Agency.

C) This Resolution shall not apply to mining operations that are operating in compliance with an approved state or federal agency's surface mining permit.

D) The Resolution shall not apply to normal agricultural operations. However, such operations as confined to animal feedlot operations (CAFOs) shall be covered under a state permitting program consistent with an approved Natural Resources Conservation Service (NCRS) conservation plan including the application of BMPs.

Return to Committee Cover

E) This Resolution shall not apply to portions of development sites that are otherwise regulated by state or federal authorities, but may be used in conjunction with them, such as but not limited to, Aquatic Resource Alteration Permits (ARAP), Injection Well Permits, or dredge and fill operations conducted under Section 404 permits.

F) Except as provided above, and in Section IX, this Resolution shall apply to all development projects and parcels of land, structures, and activities that are causing, are likely to cause, or are contributing to:
   1) Pollution, including nonpoint source pollution, of the waters of the state;
   2) Erosion or sedimentation of stream channels;
   3) Degradation of aquatic or riparian habitat; and
   4) Discharges into Impaired or Exceptional Tennessee Waters.

Section V. **Plan Requirements**

A) In accordance with Section IV of this Resolution, a plan approved by Commission and/or its Staff is required to be submitted for all development projects that disturb greater than or equal to one acre, including projects ~~less than an acre if~~ that are part of a larger common plan of development that disturbs one (1) acre or more, ~~or sale that would disturb one acre of more~~. A water quality buffer zone is required to be established to protect Waters of the State located within or immediately adjacent to the boundaries of such projects.

B) The plan(s) shall set forth an informative, conceptual, and schematic representation of the proposed activity by means of maps, graphs, charts, or other written or drawn documents so as to enable the Commission an opportunity to make a reasonably informed decision regarding the proposed activity to ensure that controls are put into place that will prevent or minimize water quality impacts.

C) The plan(s) shall address pollutants in storm water runoff from construction activities as well as permanent (post construction) storm water runoff management controls and, shall be prepared in accordance with good engineering practices by a Tennessee Registered Professional Engineer or Landscape Architect and shall contain the following information, when applicable (i.e. for all major subdivisions):
   1) A location or vicinity map;
   2) Field-delineated and surveyed streams, springs, seeps, sinks, bodies of water, and wetlands (showing a minimum of one hundred (100) feet into upstream and downstream properties);
   3) Field delineated and surveyed forested areas;
   4) Limits of the ultimate 100-year floodplain, if applicable;
   5) Hydric soils mapped in accordance with the NRCS soil survey of the site area;
   6) Steep slopes greater than ~~15~~ twenty-five (25) percent for areas adjacent to and within ~~200~~ one hundred (100) feet of streams, wetlands, or other water bodies;

Return to Committee Cover

7) A narrative of the species and distribution of existing vegetation within the buffer;
8) A written request justifying an average width modification waiver that meets established criteria in Section IX of this Resolution, if applicable; and
9) A copy of a USGS map with the site clearly outlined and centered on the page.

D) In lieu of the above, a simplified plan may be allowed to be submitted alone and/or shown as a component on a minor subdivision plat that is allowed to be prepared by a Tennessee Registered Surveyor. However, for all major subdivisions the plan must be prepared by an individual as identified above in subsection (C) and submitted in conjunction with other required construction plan(s) of the development. In either case, any forested areas, buffer maintenance and restrictions, signage, or other requirements shall be clearly delineated and noted on the final subdivision plat and/or construction plan(s) of the development. The goal of the water quality buffer zone is to preserve any undisturbed vegetation that is native to the streamside habitat in the area of the project.

E) Permanent boundary markers or any signage concerning the buffer zone, if required, shall be in the form and location approved by the Commission and shall be installed prior to final approval of the subdivision plat and/or other construction plans.

Section VI. **Design Standards for Buffer Zones**

A. The minimum buffer zone width shall consist of an undisturbed vegetative strip of land extending along both sides of a stream (if such stream is located within the development boundary or, if not, along the side bordering the development area) and its adjacent wetlands, floodplains, or slopes steeper than twenty-five (25) percent. This buffer width may also be adjusted to include contiguous sensitive areas, such as steep slopes or erodible soils, or where development or disturbance may adversely affect water quality, streams, wetlands, or other water bodies. The required buffer width depends on both the size of the drainage area and the stream status (impaired and exceptional waters or unimpaired) receiving the runoff. Buffer zones are not sediment control measures and should not be relied on as such.

1) Unimpaired streams, streams impaired due to reasons other than MS4 discharges, or other waters with drainage areas less than 1 square mile, require buffer widths of thirty (30) feet average, fifteen (15) feet minimum, both during construction and permanently (post-construction).
2) Siltation and habitat alteration impaired streams due to MS4 discharges, exceptional waters, or streams with drainage areas equal to or greater than

Return to Committee Cover

one(1) square mile, require buffer widths of sixty (60) feet average, thirty (30) feet minimum, both during construction and permanently (post –construction).

3) During construction the natural riparian buffer zone adjacent to all streams at the construction site shall be required to be preserved to the maximum extent practicable. Every attempt should be made for construction activities, as well as development and redevelopment activities, not to take place within the buffer zone. If necessary rehabilitation and enhancement of the natural buffer zone area is allowed to make any needed repairs, or improvements, of its effectiveness of protection of the waters of the state.
4) The criterion for minimum buffer zone widths may be established on an average width basis, by waiver as described in Section IX(C), as long as the minimum adjusted width of the buffer is not less ~~more~~ than one-half the required minimum width at any measured location and the overall average width throughout the project equals the minimum width requirement.
5) Before the above waiver for an adjusted average buffer zone width may be granted the applicant must make a written request to the Commission justifying the circumstance under which the request is based, such as a site-specific hardship or condition.
6) A determination that the minimum water quality buffer zone width cannot be met may not be based solely on the difficulty or cost of implementing the measure, but must include multiple criteria, such as the type of project, existing land use and physical conditions that preclude use of these practices.

B. The minimum water quality buffer zone width shall be established as a setback from the top edge of a water body's stream bank of the active channel and shall extend along both sides of the stream, if applicable, including any adjacent floodplain, wetland, or slope steeper than twenty-five (25) percent. This width may also be expanded to include contiguous sensitive areas such as erodible soils, and where the development or disturbance may adversely affect water quality, streams, wetlands, or other water bodies as indicated below.

C. The required minimum width for all water quality buffer zones (i.e., the base width) shall be established and protected both during the construction phase and shall be properly maintained thereafter (post-construction) as well. The Commission may establish additional buffer zone requirements expanding the minimum buffer zone width depending on the following factors:

1) Stream order (third order or higher, twenty (20) feet may be added to the base width)
2) Slopes steeper than twenty-five (25) percent immediately adjacent to the buffer ~~Percent slope~~ (~~dependent on actual slope~~, up to fifty (50) feet maximum horizontally)
3) 100-year floodplain ~~(to encompass the entire area plus 25 feet, if needed)~~

Return to Committee Cover

4) Wetlands or other critical areas immediately adjacent to the buffer (to consist of the entire area plus 25 feet)

D. Water Pollution Hazards-In addition to the above, the following land uses and/or activities are designated as potential water pollution hazards and must be set back from any stream or water body by the distance indicated below:

1) Storage of hazardous substances-(150 feet)
2) Aboveground or underground petroleum storage facilities-(150 feet)
3) Drain fields from onsite subsurface sewage disposal systems-(100 feet)
4) Raised septic systems-(250 feet)
5) Solid waste landfills or junkyards-(per State of Tennessee)
6) Confined animal feedlot operations-(250 feet)
7) Subsurface discharges from a wastewater treatment plant-(100 feet)
8) Land application of bio solids-(100 feet)
9) Other water pollution hazards, not listed above, shall be evaluated case-by-case whereby the setback distance shall be dependent on the major pollutant of concern and the use of the water.

E. The overall established buffer zone width shall be composed of undisturbed natural vegetation, or enhanced or restored vegetation where needed, with the following vegetative targets and land uses being allowed.

1) Streamside Buffer Zone Vegetative Targets:

a) Protects the physical and ecological integrity of the stream ecosystem.
b) Provides a specified distance between upland development and the streamside to protect water bodies by providing structural integrity and canopy cover.
c) Providing a means for runoff infiltration, filtration and evapotranspiration.
d) Prevents encroachment into the buffer zone from residential and commercial development.
e) Restricts septic systems, permanent structures, or impervious cover, with the exception of paths or road crossings.
f) Encourages the planting of native vegetation to increase the total width of the buffer.

2. Buffer Zone Allowable Land Uses:

~~a) Flood control structures;~~
a. Utilities ~~right of ways~~ but must be justified and installed with minimum disturbance needed;
b. Footpaths;

Return to Committee Cover

c. Road and driveways crossings of the water body, where permitted with an approved ARAP from State of Tennessee;
d. Biking and hiking paths;
e. Passive Recreational uses;
f. Limited tree and vegetation clearing associated with allowable uses stated in this section;
g. Removal of invasive species;
h. Storm water management facilities, with the approval of the Commission;
i. Approved improvements or disturbances to water body with ARAP from State of Tennessee
j. Other uses on a case by case basis with approval of the Commission

Section VII. **Buffer Management and Maintenance**

A. The established buffer zone, including any required expanded areas, shall be managed to enhance and maximize the unique value of these resources. Management includes specific limitations on alteration of the natural conditions of these resources. The following practices and activities are restricted within the buffer zone, except with approval of the Stormwater Engineer Consultant & Staff.

1) Clearing cutting of existing vegetation.
2) Soil disturbance by grading, stripping, or other practices.
3) Filling or dumping of any materials.
4) Drainage by ditching, under drains, or other systems.
5) Use, storage, or application of pesticides, except for spot spraying of noxious weeds or non-native species consistent with product's recommendations.
6) Storage or operation of motorized vehicles, except for buffer maintenance activities or emergency use.

B. The following structures, practices, and activities are permitted in the buffer zone, with specific design or maintenance features, subject to the review and approval of the Commission.

1) Roads, driveways, bridges, paths, and utilities:
   a) When deemed necessary, the applicant must conduct an analysis to ensure that no other economically feasible alternative is available and all applicable permits must be obtained prior to the work commencing.
   b) The right-of-way should be the minimum width needed to allow for maintenance access and installation.
   c) The angle of the crossing shall be perpendicular to the stream to minimize clearing requirements.

Return to Committee Cover

d) A minimum number of road and driveway crossings should be used within each subdivision, provided that no more than one road crossings is allowed for every one thousand (1,000) feet of buffer, unless more frequent crossing approved by the Commission with a waiver.

2. Storm Water management:
   a) When deemed necessary, the applicant must conduct an analysis to ensure that no other economically feasible alternative is available and to establish that the project either is necessary for flood control or significantly improves the water quality or habitat in the stream.
   b) In new developments, onsite and nonstructural alternatives will be preferred over larger facilities within the stream buffer.
   c) When constructing storm water management facilities (i.e., BMPs), the area cleared will be limited to the area required for construction and adequate maintenance access.
   d) Material dredged or otherwise removed from a BMP shall be stored outside the buffer zone and disposed of properly.
3. Stream restoration projects, facilities, and activities approved by the Commission along with an approved ARAP by the State of Tennessee.
4. Water quality monitoring and stream gauging are permitted within the buffer.
5. Individual trees within the buffer zone in danger of falling, causing damage to dwellings or other structures, or causing blockage of the stream may be removed.
6. Other timber cutting techniques approved by the appropriate forestry agency may be undertaken within the buffer, if necessary to preserve the forest from extensive pest infestation, disease infestation, or threat from fire.

C. All plats and plans prepared for recording and all right-of-way plans shall clearly:

1) Show and label the extent of any established buffer zones on the subject property and place a note on the plat as indicated below, or as may be required by the current county subdivision regulations.
2) At a minimum, all minor subdivision plats shall provide a note to reference any buffer zone restrictions stating: "There shall be no clearing, grading, construction or disturbance of vegetation within the buffer zone area except as permitted by the Hamblen County Planning Commission or its Director."
3) In addition to the above, all major subdivision plats shall provide a note to reference any protective covenants governing the buffer zone area stating: "Any buffer zone area shown hereon is subject to a set of protective covenants that may be found in the land records of Hamblen County for this property at _____ address and they establish buffer management and maintenance responsibilities, as well as restricting disturbances and uses in these areas."

Return to Committee Cover

D. All buffer zone areas shall be maintained, during construction by either the owner or operators on site, and permanently by the respective owner(s) of the property containing the buffer zone area. This provision may be implemented by notes on a minor subdivision plat, or as set forth through a declaration of protective covenant for major subdivisions, in which case the covenant must be submitted for approval by the Commission. The approved covenant shall be recorded in the land records and shall run with the land and continue in perpetuity.

E. All lease agreements, for land containing a water quality buffer must contain a notation regarding the presence and location of the protective covenants for buffer zone areas and shall contain information on the management and maintenance requirements.

F. An offer of dedication of a water quality buffer zone area to the County shall not be interpreted to mean that this automatically conveys to the general public right of access to this area.

G. The responsible party as identified by either a note on a minor plat, or in the protective covenant's associated with a major plat, shall inspect the buffer zone under their control annually and immediately following severe storms for evidence of sediment deposition, erosion, or concentrated flow channels and any needed corrective actions shall be taken by the responsible party to ensure the integrity and functions of the buffer are maintained. The Commission and/or Staff or their designee shall also have the right to conduct site inspections of any buffer zone areas.

H. Buffer zone areas may be allowed to grow into their vegetative target state naturally, but methods to enhance the successional process such as active reforestation may be used when deemed necessary by the Commission to ensure the preservation and propagation of the buffer zone area. Buffer zone areas may also be enhanced through reforestation or other growth techniques as a form of mitigation for achieving buffer preservation requirements.

Section VIII. Enforcement Procedures

A) The Commission and/or Staff are authorized and empowered to enforce the requirements of this Resolution in accordance with the procedures of this section and as set out in Tennessee Code Annotated (TCA) 68-221-1106 or TCA 5-1-121, the terms of which are incorporated in the most recent version of the Hamblen County Stormwater Enforcement Response Plan, which can be accessed on the Stormwater website, or an electronic copy can be requested at the Stormwater office.

Return to Committee Cover

~~herein by reference. Any person who violates the provisions of this Resolution shall be subject to a civil penalty of not less than fifty dollars ($50.00) nor more than five thousand dollars ($5,000.00) per day of violation. Such a person shall be guilty of a separate violation for each day during which the violation occurs or continues.~~

B) If, upon inspection or investigation, the Stormwater Staff ~~or his/her designee~~ is of the opinion that any person has violated any provision of this Resolution, he/she shall, with reasonable promptness, follow the appropriate enforcement responses as detailed in the most recent version of the Hamblen County Stormwater Enforcement Response Plan.

~~issue a correction notice to the responsible party. Each such notice shall be in writing and shall describe the nature of the violation, including a reference to the provision within the Resolution that has been violated. In addition, the notice shall set a reasonable time for the abatement and correction of the violation.~~

C) If it is determined that the violation or violations continue after the time fixed for **abatement** and correction has expired, the Stormwater Staff shall issue a citation by certified mail to the responsible party who is in violation. Each such notice shall be in writing and shall describe the nature of the violation, including a reference to the provision within this ordinance that has been violated and what penalty, if any, is proposed to be assessed. The party charged has thirty (30) days within which to contest the citation or proposed assessment of penalty and to file a written request for a hearing with the Hamblen County Planning Commission. At the conclusion of this hearing, the Staff will issue a final order, subject to an appeal to the appropriate authority. If, within thirty (30) days from the receipt of the citation issued by the Staff, the person fails to contest the citation or proposed assessment of penalty, the citation or proposed assessment of penalty shall be deemed the final order of the Staff.

D) Any person who violates any provision of this Resolution may be liable for any court cost or other expenses incurred as a result thereof by the Commission, per the most recent version of the Hamblen County Stormwater Enforcement Response Plan.

E) In addition to any other sanctions listed in this Resolution, a person who fails to comply with the provisions of this Resolution shall be liable to the Commission in a civil action for damages in an amount equal to twice the cost of restoring the buffer zone, per the most recent version of the Hamblen County Stormwater Enforcement Response Plan.

Return to Committee Cover

F) Damages that are recovered in accordance with this action shall be used for the restoration of buffer systems or for the administration of programs for the protection and restoration of water quality, streams, wetlands, and floodplains.

Section IX. **Waivers/Variances/Exemptions**

A. This resolution shall apply to all proposed new development and redevelopment projects except for activities that were completed prior to the effective date of this Resolution or those projects that have been previously approved and are ongoing developments with valid building and storm water permits. Provided however, waivers/variances/exemptions of the provisions of this Resolution may be granted on a case-by-case basis as described below.

B. The Commission may grant a variance for the following:

1) Those projects or activities for which it can be demonstrated that strict compliance with the Resolution would result in a practical difficulty or hardship.
2) Those projects or activities serving a public need where no feasible alternative is available.
3) The repair and maintenance of public improvements where avoidance and minimization of adverse impacts to wetlands and associated aquatic ecosystems have been addressed.
4) Those developments which have had buffers applied in conformance with previously issued requirements.

C. Waivers for development projects may be granted, by the Commission, provided:

1) The buffer width may be reduced at some points as long as the average width of the buffer meets the minimum requirements. This averaging of the buffer may be used to allow for the presence of an existing structure or to recover a lost lot, as long as the streamside zone is not disturbed by the reduction and no new structures are built within the 100-year floodplain.
2) When the buffer zone width is reduced BMPs providing equivalent protection to a receiving stream as a natural riparian zone must be used at the construction site. Such equivalent BMPs shall be designated to be as effective in protecting the receiving stream from effects of storm water runoff as a natural riparian zone. Justification for the use and design of equivalent BMPs shall be submitted to the Commission for approval prior to construction activities taking place at the site.
3) Buffer zone reduction waivers are generally only intended to be utilized during the construction phase. Therefore, such equivalent BMPS are expected to be used routinely at construction projects typically located adjacent to surface waters.

Return to Committee Cover

These projects include, but are not limited to: sewer line construction, utility line or equipment installation, greenway construction, construction of a permanent outfall or a velocity dissipating structure, etc.

4) The Commission may offer credit for additional density elsewhere on the site for certain new developments and redevelopment projects such as planned unit development, in compensation for the loss of developable land due to the requirements of this Resolution. This compensation may increase the total number of dwelling units on the site up to the amount permitted under the base zoning.

D. The applicant shall submit a written request for a waiver/variance to the Stormwater Staff. The application shall include specific reasons justifying the waiver/variance and any other information necessary to evaluate the proposed waiver/variance request.

The Commission may require an alternative analysis that clearly demonstrates that no other feasible alternative exist and that minimal impact will occur as a result of the project or development.

E. In granting a request for a waiver/variance, the Commission shall require that plans, site design, landscaping planting, fencing, signs, and any proposed water quality best management practices be prepared by a Tennessee Registered Professional Engineer or Landscaping Architect to reduce any adverse impacts on water quality, streams, wetlands, and floodplains.

F. Certain buffer zone requirements contained in this Resolution may be eligible for an exemption based on existing uses. In such cases, portions of the buffer zone where certain land uses exist, and are to remain in place, are exempted according to the following:

1) A use shall be considered existing if it was present within the buffer zone as of the date of plan submission. Existing uses shall include, but are not limited to buildings, parking lots, roadways, utility lines and on-site sanitary sewage systems. Only portions of the buffer zone that contains the footprint of the existing use is exempt from buffer zone requirements. Activities necessary to maintain uses are allowed provided that no additional vegetation is removed from the buffer zone.
2) If an area with an existing use is proposed to be converted to another use or the impervious surfaces located within the buffer area are being removed, buffer zone requirements shall apply.

Section X. **Approvals**

A) Conflict with other Regulation-Where the standards and management requirements of this Buffer Resolution are in conflict with other laws, regulations, and policies regarding streams, steep slopes, erodible soils, wetlands, floodplains, timber harvesting, land disturbance activities, or other environmental protective measures, the more restrictive shall apply.

B) Remedies Not Exclusive- The remedies listed in this Resolution are not exclusive of any other remedies under any applicable federal, state, or local laws and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

C) Separability-The provisions of this Resolution shall be separable, and the invalidity of any portion of this Resolution shall not affect the validity of the remainder.

D) Adoption of Resolution-This Resolution shall be in full force and effective upon its final passage and adoption by the Hamblen County Board of Commissioners. All prior resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

WHEREFORE, it is moved by _____ and seconded by

_____ that this Resolution be adopted.

The Chair declared the Resolution adopted this _____day of _____20.

By:_____
Chairman

Attest:_____
County Clerk

Approved: _____
County Mayor

Return to Committee Cover

RESOLUTION _____

A RESOLUTION TO AMEND THE STORMWATER EROSION AND SEDIMENT CONTROL REGULATIONS OF HAMBLEN COUNTY, TENNESSEE
MAY 18, 2023

WHEREAS, uncontrolled stormwater drainage and discharge have a significant, adverse impact on the health, safety, and general welfare of the residents of Hamblen County and an adverse impact on the natural environment by carrying pollutants into the receiving waters within the community; and

WHEREAS, Hamblen County is required by federal law, particularly 33 U.S.C. 1342(p) and 40 CFR 122.26, to obtain a National Pollutant Discharge Elimination System (NPDES) permit through the Tennessee Department of Environment and Conversation (TDEC) to reduce stormwater flows and associated pollutants discharged into waterways through Hamblen County's stormwater system and drainage ways; and

WHEREAS, the NPDES permit requires Hamblen County to impose controls on future and existing development necessary to reduce the discharge of pollutants in stormwater to the maximum reasonable extent using management practices, control techniques and system design and engineering methods, and such other provisions which are determined to be appropriate for the control of such pollutants;

NOW THEREFORE, BE IT RESOLVED that the Hamblen County Board of Commissioners does hereby approve the Erosion and Sediment Control regulation amendment and shall read as follows:

Section I. Introduction/ Purpose

During the construction process, soil is highly vulnerable to erosion by wind and water. Eroded soil endangers water resources by reducing water quality and causing the siltation of aquatic habitat for fish and other desirable species. ~~Eroded soil also necessitates repair of sewers and ditches and the dredging of lakes~~. In addition, clearing and grading during construction cause the loss of native vegetation necessary for terrestrial and aquatic habitat. As a result, the purpose of this local regulation is to safeguard persons, protect property, and prevent damage to the environment in Hamblen County. This resolution will also promote the public welfare by guiding, regulating, and controlling the design, construction, use, and maintenance of any development or other activity that disturbs or breaks the topsoil or results in the movement of earth on land in Hamblen County.

Section II. Definitions

Return to Committee Cover

ARAP – Aquatic Resource Alteration Permit issued by TDEC.

Authorized Enforcement Agency – Employees or designees of the Hamblen County Planning Department designated to enforce this resolution.

Clearing - Any activity that removes the vegetative surface cover.

Commission – Hamblen County Planning Commission

Construction Activity – Activities subject to NPDES construction permits. NPDES SW Phase II permits are required for construction projects resulting in land disturbance of one (1) acre or more.

Drainage Way – A channel which conveys surface runoff throughout a site

Erosion- The detachment of a portion of the soil profile or soil surface which can occur by either the impact of raindrops, or by the shear forces of water following across the soil surface.

~~**Erosion Control** - A measure that prevents erosion~~

Erosion and Sediment Control Plan - A set of plans prepared by or under the direction of a licensed professional engineer, or other person allowable under State of Tennessee law, indicating the specific measures and sequencing to be used to control sediment and erosion on a development site during construction.

Exceptional Waters of the State - Surface waters of the State of Tennessee that satisfy the characteristics as listed in Rule 1200-4-3-.06 of the official compilation - rules and regulations of the State of Tennessee. Characteristics include waters with exceptional biological diversity or other waters with outstanding ecological or recreational value as determined by the State of Tennessee.

Grading - Excavation or fill of material, including the resulting conditions thereof.

Impaired Waters of the State - Any segment of surface water that has been identified by the State of Tennessee as failing to support a classified use. The State of Tennessee periodically compiles a list of such waters known as the 303(d) List.

Land Disturbing Activity - Means any activity which may result in soil erosion from water or wind and the movement of sediments into drainage ways, or local waters, including, but not limited to, clearing, grading, excavating, transportation and filling of land, except that the term shall not include:

a. such minor land disturbing activities as home gardens and individual home landscaping, repairs and maintenance work.
b. construction, installation or maintenance of utility lines and individual service connections, or septic lines and drainage fields.
c. emergency work to protect life, limb or property.

Return to Committee Cover

NOC – Notice of Coverage. Construction General Permit issued by TDEC for construction stormwater discharge from individual projects, or projects that are part of a common larger development, with land disturbance of one (1) acre or more.

NPDES - National Pollutant Discharge Elimination System-The part of the clean water act which requires point source discharges to obtain permits. These permits, referred to as NPDES permits are administered by the Washington State Department of Ecology.

Perimeter Control - A barrier that prevents sediment from leaving a site by filtering sediment-laden runoff or diverting it to a sediment trap or basin

Person – Is defined as any individual, association, organization, partnership, firm, corporation, municipality, or other entity recognized by law and acting as either the owner or as the owner's agent.

Phasing - Clearing a parcel of land in distinct phases, with the stabilization of each phase completed before the clearing of the next.

Responsible Party - A person who has received training and is competent to inspect and maintain erosion and sediment control practices.

Sediment Control - Measures that prevent eroded sediment from leaving the site.

Site - A parcel of land or a contiguous combination thereof, where grading work is performed as a single unified operation.

Site Development Permit- A permit issued by the state or county for the construction or alteration of ground improvements and structures for the control of erosion, runoff, and grading.

Stabilization - The use of practices that prevent exposed soil from eroding.

Start of Construction - The first land-disturbing activity associated with a development, including land preparation such as clearing, grading, and filling; installation of streets and walkways; excavation for basements, footings, piers, or foundations; erection of temporary forms; and installation of accessory buildings such as garages.

Stormwater Staff – Employees of the Hamblen County Stormwater Department, including Administrative Assistant, Department Manager and/or Stormwater Coordinator, or any other person employed by the Hamblen County Stormwater Department. (i.e., staff)

SWPPP - Stormwater Pollution Prevention Plan-This is a combination of erosion and sediment control plan and a narrative in accordance with the State of Tennessee's current Construction General Permit.

TDEC – Tennessee Department of Environment and Conservation

Watercourse - Any body of water, including, but not limited to lakes, ponds, rivers, streams, and bodies of water delineated by Hamblen County or Waters of the State.

Return to Committee Cover

Waters of the State - Defined in the Tennessee Water Quality Control Act and means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine to effect a junction with natural surface or underground waters.

Waterway - A channel, not a Waters of the State that directs surface runoff to a watercourse or to the public storm drain.

Section III. Permits

A. No person shall be granted a local site development permit for land-disturbing activity that would require the uncovering of *one acre or more* without first receiving the approval and obtaining the necessary permit as required by the State of Tennessee and the submission of an Erosion and Sediment Control Plan to the Hamblen County Planning Commission for approval, if required.

Project developments of less than one acre of land disturbance are required to obtain authorization under this permit if the construction activities at the site are part of a larger common plan of development or sale that would disturb one acre or more of land ~~is at least one acre in size.~~

Projects or developments of less than one acre of total land disturbance may also be required to obtain authorization under this permit if:

1. The storm water discharge from the site is causing, contributing to, or is likely to contribute to a violation of a state water quality standard;

2. The storm water discharge is, or is likely to be a significant contributor of pollutants to waters of the state, or

3. Changes in state or federal rules require sites of less than one acre to obtain a storm water permit.

B. No site development permit is required for the following activities:

1. Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.

2. Existing nursery and agricultural operations conducted as a permitted main or accessory use.

C. Each application shall bear the name(s) and address(es) of the owner or developer of the site and of any consulting firm retained by the applicant together with the name of the applicant's principal contact at such firm and shall be accompanied by any and all required Stormwater Management and filing fees.

Return to Committee Cover

D. Each application shall include a statement that any land clearing, construction, or development involving the movement of earth shall be in accordance with the Erosion and Sediment Control Plan and that the responsible party shall be on site on all days when construction or grading activity takes place.

E. The applicant will be required to file with Hamblen County a faithful performance bond, or other improvement security in an amount deemed sufficient by the Commission to cover all costs of storm drain and stormwater management improvements, soil stabilization ~~landscaping~~, maintenance of improvements for such period as specified by Hamblen County, and engineering and inspection costs to cover the cost of failure or repair of improvements installed on the site.

Section IV. Review and Approval

A. The Stormwater Staff will review each application for a site development permit to determine its conformance with the provisions of this regulation. Within ~~30~~ 60 days after receiving an application, Staff shall, in writing:

1. Approve the permit application;

2. Approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this regulation, and issue the permit subject to these conditions; or

3. Disapprove the permit application, indicating the reason(s) and procedure for submitting a revised application and/or submission.

B. Failure of the Staff to act on an original or revised application within ~~30~~ 60 days of receipt shall authorize the applicant to proceed in accordance with the plans as filed unless such time is extended by agreement between the applicant and Staff. Pending preparation and approval of a revised plan, development activities shall be allowed to proceed in accordance with State of Tennessee permitted regulations and conditions established by the *Tennessee Erosion and Sediment Control Handbook* published by the Tennessee Department of Environment and Conservation (TDEC). However, this does not relieve the applicant from acquiring a Notice of Coverage from TDEC before land disturbing activities start for projects which will disturb one acre or more of land or are part of a larger common development which will disturb one acre or more of land.

C. For projects requiring a stormwater permit, drainage plan, and/or a Notice of Coverage from TDEC, a pre-construction meeting shall be held between Staff or designee and the developer (or their representative) for any project that discharges directly into or is immediately upstream of a siltation or stream-side habitat impaired or exceptional Waters of the State. No grading operations may take place until after the pre-construction meeting and perimeter sediment control devices are in place and functional

Return to Committee Cover

Section V. Erosion and Sediment Control Plan

A. The Erosion and Sediment Control Plan shall be prepared and designed by a registered design professional qualified to prepare stormwater plans in accordance with State of Tennessee law and in accordance with the current State of Tennessee Construction General Permit, where applicable. The length and complexity of the plan is to be commensurate with the size of the project, severity of the site condition, and the potential for off-site damage.

B. For projects which require a Construction General Permit (Notice of Coverage) through the State of Tennessee, the SWPPP (plan and narrative) shall be prepared by a person in accordance with the current State of Tennessee Construction General Permit. The SWPPP shall contain all required information at required by the current State of Tennessee Construction General Permit. Be aware that the requirements for projects which drain into impaired or exceptional Waters of the State are different than for projects draining to an unimpaired Water of the State.

C. The Erosion and Sediment Control Plan ~~map~~ should be at a scale no smaller than 1"=100' and shall include the following:

1. ~~A natural resources map identifying~~ Existing soils, forest cover, wetlands, Waters of the State, and resources protected under federal, state and local laws and regulations, as appropriate for the size and complexity of the project.

2. Existing and proposed topography using a contour interval appropriate for the size and complexity of the project.

3. Temporary and permanent buffers along Waters of the State, where applicable, in accordance with State of Tennessee requirements and Hamblen County Buffer Zone Regulations.

4. A sequence of construction of the development site including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; ~~and~~ final grading, and temporary and permanent stabilization ~~landscaping~~. ~~Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation~~.

5. All erosion and sediment control measures necessary to meet the objectives of this local regulation throughout all phases of construction shown on the plans and details provided. ~~and after completion of development of the site~~. ~~Depending upon the complexity of the project, the drafting of intermediate plans may be required at the close of each season.~~

Return to Committee Cover

6. Stabilization information including seeding mixtures and rates, types of sod, method of seedbed preparation, expected seeding dates, type and rate of lime and fertilizer application, and kind and quantity of mulching for both temporary and permanent vegetative control measures.

   ~~Provisions for maintenance of control facilities, including easements and estimates of the cost of maintenance.~~

7. Limit of disturbance with acreage showing approximate limits of proposed clearing, grading and filling.

D. Modifications to the plan shall be processed and approved or disapproved in the same manner as Section IV of this regulation, may be authorized by the Commission and/or its Staff by written authorization to the permittee, and shall include:

1. Major amendments of the erosion and sediment control plan submitted to the Commission and/or its Staff.

2. Field modifications of a minor nature.

Section VI. Design Requirements

A. Grading, erosion control practices, sediment control practices, and waterway crossings shall meet the design criteria set forth in the most recent version of the *Tennessee Erosion and Sediment Control Handbook* published by the Tennessee Department of Environment and Conservation, and shall be adequate to prevent transportation of sediment from the site to the satisfaction of the Commission and/or its Staff. Cut and fill slopes shall be *no greater than 2:1*, except as approved by Hamblen County Planning Commission and/or its Staff to meet other community or environmental objectives.

B. Clearing and grading of natural resources, such as forests and wetlands, shall not be permitted, except when in compliance with all federal, state and local laws and regulations. Clearing techniques that retain natural vegetation and drainage patterns, as described in the *Tennessee Erosion and Sediment Control Handbook* published by the Tennessee Department of Environment and Conservation, shall be used to the satisfaction of Hamblen County Planning Commission and/or its Staff.

C. All erosion and sediment control devices shall be designed for the 2 year, 24 hour storm as a minimum. For drainage area of 10 acres or more to a single outfall point, a sediment basin(s) or equivalent measures shall be used and designed for the 2 year, 24 hour storm. For projects which drain into an impaired or exceptional Waters of the State, the erosion and sediment control devices shall be designed for the 5 year, 24 hour storm and a sediment basin or equivalent measures shall be used for drainage areas of 5 acres or more to a single outfall point.

Return to Committee Cover

D. Clearing, except that necessary to establish sediment control devices, shall not begin until ~~all~~ appropriate perimeter sediment control devices have been installed ~~and have been stabilized~~.

~~E.~~ Phasing shall be required on all sites ~~disturbing greater than 30~~ ~~50 or more acres, with the size of each phase to be established at plan review and as approved by the Commission and/or its Staff.~~ Regardless of size as an effective practice for minimizing erosion and limiting sedimentation. Construction must be phased to keep the total disturbed area less than fifty (50) acres at any one time. The SWPPP must include the approximate location of each control measure and a description of when the measure will be implemented during the construction process (e.g., prior to the start of each disturbance, as the slopes are altered, and after major grading is finished). At least two (2) separate EPSC plan sheets shall be developed for site disturbances less than five (5) acres and at least three (3) separate ESPC plan sheets shall be developed for site disturbances of five (5) or more acres.

F. Erosion control requirements shall include the following:

1. Temporary or permanent soil stabilization shall be completed within fourteen (14) days of grading operations ceasing ~~*five days* of clearing or inactivity in construction~~. For slopes 3:1 or steeper, the soil stabilization shall occur within seven (7) days of grading operations ceasing.

2. If seeding or another vegetative erosion control method is used, it shall become established within *two weeks* or the Commission through its Staff may require the site to be reseeded or a non-vegetative option employed.

3. Special techniques that meet the design criteria outlined in (Tennessee E*rosion and Sediment Control Handbook)* on steep slopes or in drainage ways shall be used to ensure stabilization.

4. Soil stockpiles must be stabilized or covered at the end of each workday or erosion control measures provided around the stockpile.

5. The ~~entire site~~ disturbed area must be stabilized, using a heavy mulch layer or another method that does not require germination to control erosion, during the non-growing seasons if grading operations cease for more than fourteen (14) days ~~at the close of the construction season~~.

6. Techniques shall be employed to prevent the blowing of dust or sediment from the site.

7. Techniques that divert upland runoff ~~past~~ around disturbed slopes shall be employed, where appropriate and physically feasible.

~~G. Sediment control requirements shall include:~~

~~1. Settling Sediment basins, sediment traps, or tanks and perimeter controls.~~

Return to Committee Cover

~~2. Settling basins that are designed in a manner that allows adaptation to provide long term stormwater management, if required by Hamblen County Planning Commission through its director.~~

~~3. Protection for adjacent properties by the use of a vegetated buffer strip in combination with perimeter controls.~~

H. Waterway and watercourse protection requirements shall include:

1. A temporary stream crossing installed and approved by the Tennessee Department of Environment and Conservation if a Waters of the State ~~wet watercourse~~ will be crossed regularly during construction.

2. An ARAP must be obtained from TDEC before any disturbance to or crossing of a Waters of the State.

3. Stabilization of the watercourse channel before, during, and after any in-channel work.

4. All on-site stormwater conveyance channels designed according to the criteria outlined in the *Tennessee Erosion and Sediment Control Handbook* published by the Tennessee Department of Environment and Conservation.

5. Stabilization adequate to prevent erosion located at the outlets of all pipes and paved channels, outside of streams.

6. Temporary and permanent buffers along Waters of the State, where applicable, in accordance with State of Tennessee requirements and Hamblen County Buffer Zone Regulations.

I. Construction site access requirements shall include:

1. A stone construction exit per the Tennessee Sediment Control Handbook shall be provided for all construction ingress/egress points for all construction projects including single lot construction. This is required in order to prevent mud, sediment, and debris on public streets and public ways at a level acceptable to the Stormwater Staff.

2. Mud, sediment, and debris brought onto streets and public ways must be removed by the end of the day by machine, broom or shovel to the satisfaction of the Stormwater Staff. Failure to remove said sediment, mud or debris shall be deemed a violation of this ordinance.

3. It is the contractor's responsibility to prevent sediment from leaving the construction site and this includes sediment leaving the site by way of run-off flowing out the entrance or by vehicular tires carrying the sediment into the street. If there is run-off flowing down the construction exit to the street, a mountable stone berm or equivalent measures shall be used to

Return to Committee Cover

direct the run-off to sediment control devices adjacent to the exit. The use of smaller stone or gravel other than shown in the Tennessee Sediment Control Handbook is not permitted.

~~1. A temporary access road provided at all sites as approved by the Director of Planning or~~

~~2. Other measures required by Hamblen County Planning Commission through its director in order to ensure that sediment is not tracked onto public streets by construction vehicles or washed into storm drains.~~

Section VII. Inspection

A. The Commission and/or its Staff or designated agent shall make inspections as hereinafter required and either shall approve that portion of the work completed or shall notify the permittee wherein the work fails to comply with the Erosion and Sediment Control Plan as approved. Plans for grading, stripping, excavating, and filling work bearing the stamp of approval of the Commission and/or its Staff shall be maintained at the site during the progress of the work. To obtain inspections, the permittee shall notify the Commission and/or its Staff least two working days before the following:

1. Start of construction.
2. Installation of sediment and erosion measures.
3. Completion of site clearing.
4. Completion of rough grading.
5. Completion of final grading.
6. Close of the construction season.
7. Completion of final landscaping.

B. The Commission and/or its Staff or its designated agent shall enter the property of the applicant as deemed necessary to make regular inspections to ensure the compliance with this resolution.

C. The Permittee shall inspect and maintain/repair the erosion and sediment control devices in accordance with the current TDEC Construction General Permit if NOC issued by State of Tennessee, or at a minimum before and after rain events if no NOC required.

Return to Committee Cover

Section VIII Enforcement

In the event that any person holding a site development permit pursuant to this resolutions violates the terms of the permit or implements site development in such a manner as to materially adversely affect the health, welfare, or safety of persons residing or working in the neighborhood or development site so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the Commission through its Staff may suspend or revoke the site development permit as per the enforcement responses laid out in the most recent version of the Hamblen County Stormwater Enforcement Response Plan. No person shall construct, enlarge, alter, repair, or maintain any grading, excavation, or fill, or cause the same to be done, contrary to or in violation of any terms of this resolution. No person shall construct, enlarge, alter, repair, or maintain any grading, excavation, or fill or cause the same to be done, contrary to or in violation of the terms of this resolution. The Commission and Staff are authorized and empowered to enforce the requirements of this resolution in accordance with the procedures set out in Tennessee Code Annotated 68-221-1106 or T.C.A 5-1-121, the terms of which are incorporated herein by reference, as well as the most recent version of the Hamblen County Stormwater Enforcement Response Plan. This plan can be access on the Hamblen County Stormwater website or an electronic copy can be requested at the Stormwater office. ~~Any person who violates the provisions of any resolution regulating storm water discharges or facilities shall be subject to a civil penalty of not less than fifty dollars ($50.00) or more than five thousand dollars ($5,000) per day for each day of violations. Each day of violation may constitute a separate violation.~~

Section IX Conflict with Other Regulations

Where the standards and management requirements of this resolution are in conflict with other laws, regulations, such as the most recent version of the Hamblen County Stormwater Enforcement Response Plan, and policies regarding streams, steep slopes, erodible soils, wetlands, floodplains, timber harvesting, land disturbance activities, or other environmental protective measures, the more restrictive shall apply.

Section X Separability

The provisions and sections of this resolution shall be deemed to be separable, and the invalidity of any portion of this resolution shall not affect the validity of the remainder.

Section XI Remedies Not Exclusive

The remedies listed in this resolution are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

Return to Committee Cover

Section XII Adoption of Resolution

This resolution shall be in full force and effective upon passage and adoption by the Hamblen County Board of Commissioners. All prior resolutions and parts of resolutions in conflict with this resolution are hereby repealed.

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

Voting Aye:_____
Voting Nay:_____
Pass:_____

The Chair declared the resolution adoption this ____ day of _____, 20_____

_____
Chairman

Attest:

_____
County Clerk

_____
County Mayor

Return to Committee Cover

TENNESSEE
Hamblen County
SERVICE • COMMUNITY • INDUSTRY

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, May 8, 2023
Immediately Following Adjournment of the Public Services Committee
Large Courtroom of the Hamblen County Courthouse

AGENDA

1. **Call to Order** – *Chairman Tim Horner*

2. **Visitors Wishing to Address the Committee** – *Chairman Tim Horner*
   (*Visitors will be allotted 3 minutes to speak)*

3. **Old Business** – *Chairman Tim Horner*
   a. None

4. **New Business –** *Chairman Tim Horner*
   a. Discontinue County Pick-Up of Construction Waste for Residential Properties effective August 1, 2023-*Chairman Tim Horner*
   b. Discontinue County Pick-Up of Trash/Brush/Bulk Waste if not Separated-*Chairman Tim Horner*
   c. Further Discussion about Amendment to the Illicit Discharge Plan Resolution 23-__-Trash/Brush/Bulk Waste Being Placed in Ditch Lines-*Chairman Tim Horner*

5. **Items of Interest (No Action Necessary)** – *Chairman Tim Horner*
   a. None

6. **Adjournment** – *Chairman Tim Horner*

Return to Committee Cover

Hamblen County Government

CALENDAR & RULES COMMITTEE

Monday May 8, 2023

Immediately Following Adjournment of the Bulk Waste Study Committee

Large Courtroom of the Hamblen County Courthouse

TENNESSEE
Hamblen County
SERVICE • COMMUNITY • INDUSTRY

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

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*

Return to Committee Cover

HAMBLEN COUNTY LEGISLATIVE BODY

Regularly Scheduled Monthly Meeting
Thursday, May 18, 2023
5:00 p.m.

Open Meeting - *Sheriff Chad Mullins*

Call to Order - *Chairman Chris Cutshaw*

Prayer – *Commissioner Rodney Long*

Pledge of Allegiance – *Commissioner Bobby Haun*

Roll Call - *County Clerk Peggy Henderson*

Prepared under the direction of:
Chairman Chris Cutshaw

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Return to Committee Cover

REGULAR CALENDAR May 18, 2023 Hamblen County Legislative Body

Order #	Vote	Item
1		**Recognition/Presentations/Proclamations (Commission Chairman Chris Cutshaw)** a. None
2		**Public Comment (Commission Chairman Chris Cutshaw) (3 Minutes Per Speaker)** a. Regarding General/Non-Agenda Items b. Regarding Agenda Items
3		**Nominations/Appointments (Commission Chairman Chris Cutshaw)** a. None
4		**Calendar and Rules Committee Report (Chairman Thomas Doty)**
	Vote	a. Approval of Consent Calendar Items
	Vote	b. Approval of Regular Calendar Items
5		**Items Removed from Consent Calendar** a. None
6		**Approval of Consent Calendar (Commission Chairman Chris Cutshaw)**
	Vote	a. Consent Calendar
7		**RECESS AS HAMBLEN COUNTY LEGISLATIVE BODY-OPEN PUBLIC HEARING (Commission Chairman Chris Cutshaw)** a. Resolution 23-___ Resolution to Amend the Stormwater Illicit Discharge and Illegal Connection Regulations of Hamblen County, Tennessee b. Resolution 23-___ Resolution to Adopt the Hamblen County Stormwater Enforcement Stormwater Response Plan c. Resolution 23-___ Resolution to Amend the Stormwater Water Quality Buffer Zone Regulations of Hamblen County, Tennessee d. Resolution 23-___ Resolution to Amend the Stormwater Erosion and Sediment Control Regulations of Hamblen County, Tennessee **CLOSE PUBLIC HEARING, RECONVENE AS HAMBLEN COUNTY LEGISLATIVE BODY (Commission Chairman Chris Cutshaw)**
8		**REZONING RESOLUTION VOTE (Commission Chairman Chris Cutshaw)**
	Vote	a. Resolution 23-___ Resolution to Amend the Stormwater Illicit Discharge and Illegal Connection Regulations of Hamblen County, Tennessee
	Vote	b. Resolution 23-___ Resolution to Adopt the Hamblen County Stormwater Enforcement Stormwater Response Plan
	Vote	c. Resolution 23-___ Resolution to Amend the Stormwater Water Quality Buffer Zone Regulations of Hamblen County, Tennessee
	Vote	d. Resolution 23-___ Resolution to Amend the Stormwater Erosion and Sediment Control Regulations of Hamblen County, Tennessee
9		**Finance Committee (Chairman Bobby Haun)**
	Vote	a. TCRS Employer Contribution (ADC) Rate
	Vote	b. Pharmaceutical Agreement between A&A Services, LLC DBA Sav-RX Prescription Services and Hamblen County Government
	Vote	c. Revised May 2023 Contract for Sale with County and Emergency Communications District
	Vote	d. Resolution 23-___-Resolution Authorizing the 2023-2024 Litter Grant Application
	Vote	e. Resolution 23-__ A Resolution Authorizing the 2024 Bulletproof Vest Grant Application
	Vote	f. Pay Increase for Highway Commissioners
		g. Budget Amendments
	Vote	i. Hamblen County Board of Education Budget Amendment #7 Increase of $4,000,000
	Vote	ii. Hamblen County Board of Education Budget Amendment #8 Increase of $1,226,307.70
	Vote	iii. Fund #101 General Debt Service Fund $185,253
	Vote	iv. Fund #101 Public Safety $18,131
	Vote	v. Fund #131 Board and Committee Member Fees $700

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Return to Committee Cover

10		**<u>Bulk Waste Study Committee (Chairman Tim Horner)</u>**
	Vote	a. Discontinue County Pick-Up of Construction Waste for Residential Properties effective August 1, 2023
	Vote	b. Discontinue County Pick-Up of Trash/Brush/Bulk Waste if not Separated
11		**<u>Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Chris Cutshaw)</u>**
		a. May 2023 Budget Meetings- May 16, May 23, May 25, May 30, 2023 -5:00 p.m. at the Courthouse Large Courtroom
		b. June 2023 Budget Meetings-June 1, June 6, June 8, 2023 -5:00 p.m. at the Courthouse Large Courtroom
		c. June 2023 Committee Meeting: Monday, June 12, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom
		d. June 2023 Commission Meeting: Thursday, June 22, 2023 @ 5:00 p.m. at the Courthouse Large Courtroom
12		**Adjournment (Commission Chairman Chris Cutshaw)**

Thursday, May 18, 2023

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Return to Committee Cover

CONSENT CALENDAR **May, 18, 2023** **Hamblen County Legislative Body**

Order #	Item	Placed From
1	Approval of the Previous Month's Minutes –April 20, 2023	Commission Chairman
2	Approval of Notaries	County Clerk Peggy Henderson
3	Jail/Justice Center Project Expenditures as of April 30, 2023	Justice Center/Public Safety Committee
4	Expenditure Reports – April 2023	Finance Committee
5	Monthly Checks- April 2023	Finance Committee
6	Planning Commission Building Permit Log -April 2023	Finance Committee
7	County Attorney Invoices –April 2023	Finance Committee
8	Budget Amendments i. Fund #101 Accounting and Budgeting $2,000 ii. Fund #101 Administration of the Sexual Offender Registry $100 iii. Fund #101 Data Processing $1,500 iv. Fund #101 Drug Court $415 v. Fund #101 Planning $500	Finance Committee
9	Trustee Report April 1, 2023- April 30, 2023	Finance Committee
10	Approval of Military and Longevity Pay Submissions	Personnel Committee

Thursday, May 18, 2023

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Return to Committee Cover