

- DATE: May 12, 2025
- TO: Hamblen County Legislative Body
- FROM : Chris Cutshaw, Hamblen County Mayor
- RE: May 2025 Committee Meeting Information

Monday, May 12, 2025, 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*
- Calendar and Rules Committee Immediately following adjournment of the Personnel Committee
- Budget Committee-Immediately following adjournment of the Calendar and Rules Committee

Chris Cutshaw, County Mayor

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



Tim Horner Chairman

Mike Richardson Vice-Chairman

> Bobby Haun *Ex-Officio*

Dannie Bell Member

Debbie A'Hearn Member

Thomas Doty Member

Edna Greene *Member*

Stan Harville *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, April 14, 2025 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-Jaron Dowalter-BurWil Construction
 - b. Construction Change Directive (CCD) #2 -Jaron Dowalter-BurWil Construction
- Items of Interest (No Action Necessary) Chairman Tim Horner
 a. Jail/Justice Center Project Expenditures as of March 31, 2025

6. Adjournment - Chairman Tim Horner

Hamblen County Government Jail / Justice Center Project Expenditures As of April 30, 2025

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	\$	465,833.45		
Paid in FY2024	Design & Construction Planning Phase	\$	356,908.88		
Paid in FY2025	Design & Construction Planning Phase	\$	34,238.00	\$	5,615,170.86
BurWil Construction				7	-,,
Paid in FY2021	Project Management	\$	283,597.96		
Paid in FY2022	Project Management	\$	227,515.00		
Paid in FY2023	Project Management	\$	313,002.65		
Paid in FY2024	Project Management	\$	197,339.35		
Paid in FY2025	Project Management	\$	38,738.81		
				\$	1,060,193.77
Blaine Construction	Contraction		40.460.045.06		
Paid in FY2022	Construction		18,460,845.00		
Paid in FY2023	Construction		29,880,119.16		
Paid in FY2024	Construction Construction		33,920,943.95		
Paid in FY2025	COISTIUCTON	Ş	10,532,024.00	\$	92,793,932.11
Entegrity Consulting					
Paid in FY2021	Commissioning Services	\$	3,294.00		
Paid in FY2022	Commissioning Services	\$	4,392.00		
Paid in FY2023	Commissioning Services	\$	6,807.60		
				\$	14,493.60
Property Acquisition					
Paid Prior to FY2021		\$	1,250,751.07		
Paid in FY2021		\$	895,659.17	ć	2 1 47 726 76
Paid in FY2022		\$	1,326.52	\$	2,147,736.76
FF&E Costs					
Paid in FY2024		\$	60,759.34		
Paid in FY2025		\$	715,403.68	\$	776,163.02
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	ـ	450 440 50		
Daid in EV2024	Soil Testing and All Other Costs	\$	159,112.50		
Paid in FY2024	Site Preparation, Clearing, and Soil Testing and All Other Costs	\$	46,855.00		
Paid in FY2025	Site Preparation, Clearing, and	Ş	40,000.00		
r aiu iii i 12023	Soil Testing and All Other Costs	\$	12,297.50		
9/29/2022	MUS - Tap & Impact Fees for Jail Connections	\$	54,000.00		
Paid in FY2023	Deacon Foodservice Solutions	\$	251,563.81		
Paid in FY2024	Deacon Foodservice Solutions	\$	206,792.19		
Paid in FY2025	Deacon Foodservice Solutions	\$	9,437.18		
1/12/2023	TN Dept of Environment & Conservation - Storm Water Annual Fee	\$	500.00		
1/4/2024	Professional Svcs - Bond Compliance Specialists	\$	2,650.00		
1/11/2024	TN Dept of Environment & Conservation - Storm Water Annual Fee	\$	500.00		
FY 24-25	Professional Svcs - Bond Compliance Specialists	\$	1,775.00	~	4 4 4 7 2 4 4 2 5
				\$	1,147,214.35

Total Expenditures on Jail / Justice Center Project



FINANCE COMMITTEE

Rodney Long Chairman

Thomas Doty *Vice-Chairman*

Bobby Haun *Ex-Officio*

Debbie A'Hearn Member

> Stan Harville *Member*

Peggy Howell Member

Joe Huntsman, Sr. Member

> Mike Reed Member

Mike Richardson Member

> Kyle Walker Member

Hamblen County Government FINANCE COMMITTEE

Monday, May 12, 2025 Immediately following the Adjournment of the Justice Center/Public Safety Committee Large Courtroom – Hamblen County Courthouse

AGENDA

- 1. Call to Order-Chairman Rodney Long
- 2. Visitors Wishing to Address the Committee About Agenda Items Only Chairman Rodney Long (Visitors will be allotted 3 minutes to speak)
- 3. **Recurring Business** Chairman Rodney Long
 - a. Expenditure Reports April 2025 (Information Only-No Action Necessary)
 - b. Monthly Checks April 2025 (Information Only-No Action Necessary)

4. Old Business – Chairman Rodney Long a. None

- 5. New Business Chairman Rodney Long
 - a. Application for FEMA EOC (Emergency Operations Center) Grant-EMA Director Chris Bell
 - b. FY25 Homeland Security Grant Application-EMA Director Chris Bell
 - c. Construction Contract between Hamblen County Government and Contractor -Construction Partners, LLC for the Hamblen County Health Department-County Mayor Chris Cutshaw
 - d. Equipment Rental Agreement-Diverse Computing for the Hamblen County Sheriff's Department-Captain Daivd Cribley
 - e. Opioid Abatement Funding Recommendations-\$20,0000-Third Judicial District Recovery Court and \$10,000-DARE Program /Minutes for May 6, 2025 Meeting-County Mayor Chris Cutshaw
 - f. Budget Amendments-Amanda Hale, Finance Director and Hamblen County Board of Education Supervisor of Business-Jared Ladd
 - i. Hamblen County Department of Education Budget Amendment #8 Increase of \$1,467,548.74
 - ii. Fund #101 Civil Defense \$538.25

6. Items of Interest (No Action Necessary) - Chairman Rodney Long

- a. Planning Commission Building Permit Report-April 2025
- b. County Attorney Invoices April 2025
- c. Trustee Report April 1, 2025 April 30, 2025
- d. Budget Amendments-County Mayor Approval
 - i. Fund #101 Jail \$12,000
 - ii. Fund #101 Mental Health Court \$5,020
 - iii. Fund #101 Sheriff's Department \$1,000
 - iv. Fund #101 Sheriff's Department \$500
 - v. Fund #122 Drug Enforcement Fund \$1,500
- e. Morristown-Hamblen Emergency Medical Service Board of Directors Meeting Report March 26, 2025
- 7. Adjournment Chairman Rodney Long

EXPENDITURE REPORTS

April 2024-2025

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

101 General Fund

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Unencumbered % Bdat Amended MTD YTD Outstanding Budget Budget Remain Expenses Encumbrances Balance Amendments Budget Expenses Account Group Amount 57,779.79 27.31% 28.386.00 125,369.21 211,535.00 11,183.25 211.535.00 0.00 51100 County Commission 0.00 22,200.00 100.00% 0.00 22,200.00 0.00 22,200.00 0.00 51210 Board Of Equalizaton 76,792.51 25.98% 24,341.31 215,393.53 3,398.56 21,960.60 295,584.60 273,624.00 51300 County Mayor/Executive 22,721.40 62.59% 0.00 1,385.16 13,581.60 0.00 36,303.00 36,303.00 51400 County Attorney 87.179.77 19.69% 2,243.49 0.00 442,830.00 25.705.32 353,406.74 442,830.00 51500 Election Commission 112,714.05 25.20% 5,774.03 35,047.35 328.801.92 0.00 447,290.00 447,290.00 51600 Register Of Deeds 122,778.18 41.69% 167.310.79 4,442.03 19,932.42 294.531.00 0.00 294,531.00 51720 Planning 17,503.39 24.99% 0.00 5,336.11 52,548.61 0.00 70.052.00 70.052.00 51750 Codes Compliance 0.00 27.848.64 26.79% 76,088.36 103,937.00 5,358.90 0.00 51760 Geographical Information Systems 103.937.00 399,496.79 31.68% 81,638.24 816,546.62 44,800.59 1.260,844.00 0.00 1,260,844.00 51810 Other Facilities 7,056.42 29.54% 1,748.98 16,180.53 650.05 0.00 23,887.00 23,887.00 51910 Preservation Of Records 169,024.41 27.88% 435,753.21 1,500.38 45.108.92 606,278.00 606,278.00 0.00 52100 Accounting And Budgeting 84,435.96 19.66% 3,636.66 429,480.32 33,983.41 341,407.70 424,959.00 4,521.32 52300 Property Assessor's Office 144,495.43 69.98% 5,837.59 52.812.18 9,177.39 206.485.00 0.00 206,485.00 52310 Reappraisal Program 102,392.60 22.65% 3,124.70 346,581.70 32,095.32 452.099.00 0.00 452.099.00 52400 County Trustee's Office 124,076.67 18.28% 3,892.38 678.670.00 75,881.93 550,700.95 668.670.00 10,000.00 52500 County Clerk's Office 5,919.59 22,857.36 12.11% 30,442.15 160,006.05 188,783.00 0.00 188,783.00 52600 Data Processing 119,211.60 34.63% 224,766.75 301.65 -292.92 344,280.00 0.00 344,280.00 52900 Other Finance 307,586.44 26.21% 854,822.83 11,218.23 6,702.50 1,173,627.50 83,410.21 1,166,925.00 53100 Circuit Court 174,752.99 23.45% 1,552.60 60.486.80 568.970.41 0.00 745,276.00 53300 General Sessions Court 745,276.00 84,916.88 34.28% 159,409.03 3,419.09 0.00 247,745.00 16,860.00 247,745.00 53330 Drug Court 7,152.42 93.565.63 20.39% 43,381.04 358,071.95 5.200.00 458.790.00 453,590.00 53400 Chancery Court 114,761.64 31.38% 3,917.85 365,672.00 21,614.23 246.992.51 365.672.00 0.00 53500 Juvenile Court 44,429.09 29.62% 150,000.00 10,824.03 103.115.49 2,455.42 0.00 150,000.00 53900 Other Admin Of Justice - Mental Health

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April 2024-2025

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected

101

101 General Fund

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
53910 Probation Services	0.00	149,999.99	149,999.99	25,941.20	66,188.31	1,118.33	82,693.35	55.13%
53920 Courtroom Security	1,088,340.00	2,859.00	1,091,199.00	77,975.74	781,352.06	5,504.65	304,342.29	27.89%
53930 Victim Assistance Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
54110 Sheriff's Department	5,783,817.00	280,186.51	6,064,003.51	462,294.74	4,613,203.84	187,609.61	1,263,190.06	20.83%
54160 Administration Of The Sexual Offender	6,250.00	0.00	6,250.00	2,074.86	5,084.88	0.00	1,165.12	18.64%
54210 Jail	8,519,051.00	6,332.92	8,525,383.92	562,062.61	5,394,929.24	149,879.12	2,980,575.56	34.96%
54220 Workhouse	124,303.00	0.00	124,303.00	10,139.73	98,964.55	0.00	25,338.45	20.38%
54250 Work Release Program	442,580.00	0.00	442,580.00	18,284.04	387,967.71	3,577.03	51,035.26	11.53%
54310 Fire Prevention And Control	300,000.00	0.00	300,000.00	112,500.00	300,000.00	0.00	0.00	0.00%
54410 Civil Defense	159,843.00	210.00	160,053.00	11,229.07	117,888.59	2,869.16	39,295.25	24.55%
54490 Other Emergency Management	334,880.00	0.00	334,880.00	64,970.00	334,880.00	0.00	0.00	0.00%
54510 Inspection And Regulation	6,844.00	0.00	6,844.00	484.44	4,844.40	200.00	1,799.60	26.29%
54610 Medical Examiner	239,900.00	0.00	239,900.00	14,011.62	134,880.19	8,500.00	96,519.81	40.23%
54710 Drug Court Expansion - Public Safety Grant	0.00	0.00	0.00	14,200.19	105,464.31	13,495.32	-118,959.63	
54900 Other Public Safety	24,000.00	0.00	24,000.00	0.00	15,718.77	6,400.82	1,880.41	7.84%
55110 Local Health Center	1,228,622.00	0.00	1,228,622.00	71,586.02	695,432.59	11,508.91	521,680.50	42.46%
55120 Rabies And Animal Control	450,204.00	0.00	450,204.00	36,771.45	366,442.70	3,303.98	80,457.32	17.87%
55140 Nursing Home	7,000.00	0.00	7,000.00	0.00	7,000.00	0.00	0.00	0.00%
55170 Alcohol And Drug Programs	6,200.00	0.00	6,200.00	0.00	3,850.00	0.00	2,350.00	37.90%
55390 Appropriation To State	115,233.00	0.00	115,233.00	0.00	115,233.00	0.00	0.00	0.00%
55520 Aid To Dependent Children	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00	0.00	0.00%
55590 Other Local Welfare Services	27,600.00	0.00	27,600.00	13,095.00	26,955.00	0.00	645.00	2.34%
55710 Sanitation Management	21,710.00	0.00	21,710.00	0.00	18,780.00	0.00	2,930.00	13.50%
55900 Other Public Health And Welfare	95,000.00	0.00	95,000.00	0.00	88,335.68	0.00	6,664.32	7.02%

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April 2024-2025

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

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101

101 General Fund

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
56100 Adult Activities	11,600.00	0.00	11,600.00	0.00	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	360,000.00	0.00	360,000.00	0.00	180,000.00	0.00	180,000.00	50.00%
56700 Parks And Fair Boards	358,149.00	37,800.00	395,949.00	21,263.20	228,410.33	52,954.33	114,584.34	28.94%
56900 Other Social, Cultural And Recreational	411,000.00	0.00	411,000.00	150,000.00	411,000.00	0.00	0.00	0.00%
57100 Agricultural Extension Service	200,766.00	3,832.81	204,598.81	1,676.50	94,425.21	0.00	110,173.60	53.85%
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	88,605.00	0.00	88,605.00	7,179.64	71,022.46	0.00	17,582.54	19.84%
57800 Storm Water Management	107,289.00	0.00	107,289.00	5,901.24	54,671.58	3,104.97	49,512.45	46.15 %
58110 Tourism	58,700.00	0.00	58,700.00	11,776.56	79,381.92	1,635.02	-22,316.94	-38.02%
58120 Industrial Development	641,000.00	0.00	641,000.00	606,694.17	697,694.17	0.00	-56,694.17	-8.84%
58190 Other Ecomomic And Community D	0.00	0.00	0.00	0.00	5,174.82	2,403.18	-7,578.00	
58300 Veterans' Services	38,791.00	0.00	38,791.00	2,922.20	28,560.26	0.00	10,230.74	26.37%
58600 Employee Benefits	972,510.00	0.00	972,510.00	519.81	714,639.77	0.00	257,870.23	26.52%
58900 Miscellaneous	386,300.00	100,000.00	486,300.00	118.98	332,873.31	4,000.00	149,426.69	30.73%
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	295,000.00	0.00	295,000.00	0.00	65,661.40	15,000.00	214,338.60	72.66%
91120 Administration Of Justice Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
91130 Public Safety Projects	0.00	219,846.20	219,846.20	0.00	0.00	171,886.60	47,959.60	21.82%
91140 Public Health And Welfare Projects	1,825,000.00	0.00	1,825,000.00	0.00	172,637.70	0.00	1,652,362.30	90.54%
91150 Social, Cultural And Recreation Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
91190 Other General Government Proje	85,000.00	0.00	85,000.00	0.00	0.00	0.00	85,000.00	100.00%
91200 Highway And Street Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

April 2024-2025

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

404

101 General Fund	k
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	Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
99100 Transfers Out		0.00	0.00	0.00	47,207.99	47,207.99	0.00	-47,207.99	
	General Fund #(101)	34,052,382.00	849,451.85	34,901,833.85	3,024,190.75	23,469,495.41	791,914.14	10,640,424.30	30.49%

April 2024-2025

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

116

116 Sanitation

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
55710 Sanitation Management	3,578,932.00	250,000.00	3,828,932.00	231,318.77	2,365,450.75	537,510.18	925,971.07	24.18%
99100 Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Solid Waste/Sanitation Fund #(116)	3,578,932.00	250,000.00	3,828,932.00	231,318.77	2,365,450.75	537,510.18	925,971.07	24.18%

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April 2024-2025

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

131

131 Highway

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
61000 Administration	527,671.00	0.00	527,671.00	29,136.94	399,716.01	15,389.61	112,565.38	21.33%
62000 Highway And Bridge Maintenance	1,832,404.00	0.00	1,832,404.00	110,726.49	1,149,342.36	62,343.42	620,718.22	33.87%
63100 Operation And Maintenance Of Equipment	619,307.00	0.00	619,307.00	22,746.79	350,502.26	139,320.29	129,484.45	20.91%
66000 Employee Benefits	22,633.00	0.00	22,633.00	0.00	20,985.56	0.00	1,647.44	7.28%
68000 Capital Outlay	198,000.00	0.00	198,000.00	0.00	1,814.28	0.00	196,185.72	99.08%
99100 Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Highway/Public Works Fund (#131)	3,200,015.00	0.00	3,200,015.00	162,610.22	1,922,360.47	217,053.32	1,060,601.21	33.14%

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MONTHLY CHECKS



ACCT	OB	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
51100	355	Travel	04/24/2025	9101001041	Christopher Cutshaw		296.52
51100	599	Other Charges	04/03/2025	1010282368	TN County Services Association		225.00
51100	599	Other Charges	04/10/2025	1010282390	Food City		34.99
51100		County Commission			Check Count: 3	Total:	556.51
51300	307	Communication	04/10/2025	1010282381	AT&T		71.10
51300	307	Communication	04/24/2025	1010282470	AT&T Mobility		82.56
51300	355	Travel	04/16/2025	1010282445	HomeTrust Bank		1,046.57
51300	435	Office Supplies	04/10/2025	1010282398	Mildred's Florist & Gifts, Inc.		200.00
51300	599	Other Charges	04/03/2025	1010282335	Citizen Tribune		71.34
51300	599	Other Charges	04/03/2025	1010282368	TN County Services Association		225.00
51300	599	Other Charges	04/10/2025	10102,82408	South Marketing Group		1,031.93
51300	599	Other Charges	04/10/2025	1010282409	Southern Care Veterinary Hospital		220.00
51300	599	Other Charges	04/16/2025	1010282445	HomeTrust Bank		173.53
51300	599	Other Charges	04/24/2025	1010282477	English Mountain Spring Water		22.50
51300		County Mayor/Executive			Check Count: 9	Total:	3,144.53
51400	331	Legal Services	04/10/2025	1010282383	Capps & Byrd LLP		1,277.50
51400		County Attorney			Check Count: 1	Total:	1,277.50
51500	307	Communication	04/24/2025	1010282470	AT&T Mobility		39.63
51500	312	Contracts With Private Agencies	04/24/2025	1010282491	Microvote Corporation		1,680.00
51500	334	Maintenance Agreements	04/03/2025	1010282344	EasyVote Solutions LLC		2,500.00
51500	351	Rentals	04/10/2025	1010282392	Margaret Gardner		500.00
51500	355	Travel	04/16/2025	1010282445	HomeTrust Bank		646.23
51500	435	Office Supplies	04/24/2025	1010282477	English Mountain Spring Water		22.50
51500		Election Commission			Check Count: 6	Total:	5,388.36



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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
51600	709	Data Processing Equipment	04/10/2025	1010282396	i3 Verticals LLC		1,428.80
51600	709	Data Processing Equipment	04/16/2025	1010282448	i3 Verticals LLC		26.00
51600		Register Of Deeds			Check Count: 2	Total:	1,454.80
51720	307	Communication	04/10/2025	1010282419	Verizon Wireless		68.00
51720	307	Communication	04/24/2025	1010282470	AT&T Mobility		125.49
51720	320	Dues And Memberships	04/10/2025	1010282414	Tennessee Risk Management Trust		250.00
51720	331	Legal Services	04/10/2025	1010282383	Capps & Byrd LLP		455.00
51720	332	Legal Notices, Recording And Court Costs	04/10/2025	1010282385	Citizen Tribune		43.46
51720	524	In Service/Staff Development	04/16/2025	1010282445	HomeTrust Bank		250.00
51720		Planning			Check Count: 6	Total:	1,191.95
51810	307	Communication	04/10/2025	1010282381	AT&T		491.20
51810	307	Communication	04/24/2025	1010282470	AT&T Mobility		198.65
51810	307	Communication	04/24/2025	1010282490	MetTel		1,052.95
51810	334	Maintenance Agreements	04/10/2025	1010282405	Quality Waste		48.60
51810	334	Maintenance Agreements	04/24/2025	1010282493	Murrell Burglar Alarm Co Inc		136.00
51810	335	Maintenance And Repair Service - Buildings	04/03/2025	1010282347	Home Depot Credit Services		134.19
51810	335	Maintenance And Repair Service - Buildings	04/03/2025	1010282366	Tennessee Recovery & Monitoring		168.00
51810	335	Maintenance And Repair Service - Buildings	04/10/2025	1010282402	NAPA Auto Parts Of Morristown		34.79
51810	335	Maintenance And Repair Service - Buildings	04/16/2025	1010282466	Wholesale Supply Group		96.30
51810	335	Maintenance And Repair Service - Buildings	04/24/2025	1010282480	Fenco Supply Co		92.79
51810	335	Maintenance And Repair Service - Buildings	04/24/2025	1010282489	Lowe's		523.85
51810	335	Maintenance And Repair Service - Buildings	04/24/2025	1010282500	T.E.G. Enterprises, Inc		285.00
51810	399	Other Contracted Services	04/24/2025	1010282477	English Mountain Spring Water		38.00
51810	410	Custodial Supplies	04/03/2025	1010282349	Wet Washing Equipment Technologies		3,228.45
51810	410	Custodial Supplies	04/03/2025	1010282370	Unifirst Corp		244.14
51810	415	Electricity	04/10/2025	1010282399	Morristown Utilities		2,915.00

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АССТ	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
51810	415	Electricity	04/24/2025	1010282492	Morristown Utilities		28,991.00
51810	434	Natural Gas	04/24/2025	1010282471	Atmos Energy		9,339.31
51810	451	Uniforms	04/03/2025	1010282370	Unifirst Corp		238.84
51810	717	Maintenance Equipment	04/10/2025	1010282397	Lane Sales Power Equipment		110.00
51810		Other Facilities			Check Count: 19	Total:	48,367.06
51910	307	Communication	04/24/2025	1010282470	AT&T Mobility		37.09
51910	435	Office Supplies	04/24/2025	1010282469	Amazon Capital Services, Inc.		240.25
51910		Preservation Of Records			Check Count: 2	Total:	277.34
52100	302	Advertising	04/03/2025	1010282335	Citizen Tribune		88.56
52100	302	Advertising	04/16/2025	1010282445	HomeTrust Bank		117.57
52100	312	Contracts With Private Agencies	04/03/2025	9101001027	SANORBIX LLC		793.80
52100	320	Dues And Memberships	04/16/2025	1010282445	HomeTrust Bank		374.00
52100	435	Office Supplies	04/24/2025	1010282469	Amazon Capital Services, Inc.		51.08
52100		Accounting And Budgeting			Check Count: 4	Total:	1,425.01
52300	307	Communication	04/24/2025	1010282470	AT&T Mobility		63.16
52300	435	Office Supplies	04/24/2025	1010282477	English Mountain Spring Water		68.00
52300		Property Assessor's Office			Check Count: 2	Total:	131.16
52310	312	Contracts With Private Agencies	04/10/2025	1010282412	Tax Management Associates, Inc		1,400.00
52310	350	Property Reappraisal Services	04/24/2025	1010282474	County Record Services, LLC		397.49
52310		Reappraisal Program			Check Count: 2	Total:	1,797.49
52400	349	Printing, Stationery And Forms	04/10/2025	1010282388	DuBose Graphics		368.00
52400	435	Office Supplies	04/24/2025	1010282477	English Mountain Spring Water		8.00
52400	719	Office Equipment	04/03/2025	1010282363	SOS Computers, LLC		1,059.29
52400	719	Office Equipment	04/24/2025	1010282469	Amazon Capital Services, Inc.		110.52

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ACCT	OB	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
52400		County Trustee's Office			Check Count: 4	Total:	1,545.81
52500	307	Communication	04/24/2025	1010282470	AT&T Mobility		37.09
52500	351	Rentals	04/16/2025	1010282459	T.E.G. Enterprises, Inc		95.00
52500	435	Office Supplies	04/16/2025	1010282441	Government Forms and Supplies LLC		435.00
52500	435	Office Supplies	04/24/2025	1010282477	English Mountain Spring Water		68,00
52500	709	Data Processing Equipment	04/10/2025	1010282396	i3 Verticals LLC		2,347.70
52500		County Clerk's Office			Check Count: 5	Total:	2,982.79
52600	307	Communication	04/24/2025	1010282470	AT&T Mobility		39,63
52600	312	Contracts With Private Agencies	04/10/2025	1010282387	CyberFOX, LLC		308,70
52600	312	Contracts With Private Agencies	04/10/2025	1010282393	GovConnection, Inc.		10,288.00
52600	312	Contracts With Private Agencies	04/10/2025	1010282401	MUS Fibernet		566.60
52600	312	Contracts With Private Agencies	04/24/2025	1010282475	CyberFOX, LLC		308.70
52600	317	Data Processing Services	04/16/2025	1010282440	GovConnection, Inc.		2,507-71
52600	317	Data Processing Services	04/16/2025	1010282445	HomeTrust Bank		5.00
52600	317	Data Processing Services	04/24/2025	1010282481	GovConnection, Inc.		2,624.50
52600	334	Maintenance Agreements	04/10/2025	1010282393	GovConnection, Inc.		2,707.70
52600	334	Maintenance Agreements	04/10/2025	1010282420	White Rock Security Group, LLC		3,675.00
52600	709	Data Processing Equipment	04/03/2025	1010282347	Home Depot Credit Services		56.95
52600	709	Data Processing Equipment	04/24/2025	1010282469	Amazon Capital Services, Inc.		294.73
52600	709	Data Processing Equipment	04/24/2025	1010282489	Lowe's		88.55
52600		Data Processing			Check Count: 12	Total:	23,471.77
52900	307	Communication	04/10/2025	1010282381	AT&T		73.08
52900	435	Office Supplies	04/24/2025	1010282486	i3 Verticals LLC	1 - 1	264.00
52900		Other Finance			Check Count: 2	Total:	337.08

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АССТ	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
53100	307	Communication	04/10/2025	1010282381	AT&T		39,21
53100	307	Communication	04/24/2025	1010282470	AT&T Mobility		39.63
53100	349	Printing, Stationery And Forms	04/24/2025	1010282472	CDW Government, Inc		1,058.72
53100	349	Printing, Stationery And Forms	04/24/2025	1010282497	Shred-It		7.00
53100	435	Office Supplies	04/24/2025	1010282477	English Mountain Spring Water		75.50
53100		Circuit Court			Check Count: 5	Total:	1,220.06
53300	320	Dues And Memberships	04/16/2025	9101001036	Wayne Douglas Collins		315.00
53300	320	Dues And Memberships	04/24/2025	9101001040	Wayne Douglas Collins		409.16
53300	399	Other Contracted Services	04/24/2025	9101001044	Blake E Sempkowski		409.16
53300	435	Office Supplies	04/24/2025	1010282469	Amazon Capital Services, Inc.		19.77
53300	100	General Sessions Court			Check Count: 4	Total:	1,153.09
53330	307	Communication	04/03/2025	1010282334	Century Link/Business Services		0.37
53330	307	Communication	04/10/2025	1010282404	One Step Software Inc.		100.00
53330	307	Communication	04/24/2025	1010282470	AT&T Mobility		182.27
53330	399	Other Contracted Services	04/10/2025	1010282413	Tennessee Recovery & Monitoring		680.00
53330	435	Office Supplies	04/24/2025	1010282477	English Mountain Spring Water		45.00
53330		Drug Court			Check Count: 5	Total:	1,007.64
53400	307	Communication	04/10/2025	1010282381	AT&T		21.43
53400	334	Maintenance Agreements	04/03/2025	1010282333	Catalis Payments		1,050.00
53400	348	Postal Charges	04/16/2025	1010282434	County Record Services, LLC		8,200.00
53400	435	Office Supplies	04/03/2025	1010282361	Schwaab Inc		90.47
53400	435	Office Supplies	04/24/2025	1010282477	English Mountain Spring Water		30.50
53400	435	Office Supplies	04/24/2025	1010282496	Schwaab Inc		191.71
53400		Chancery Court			Check Count: 6	Total:	9,584.11

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ACCT	ОВ	Name	Date	Check Nbr	Description	Amount Paid
Fund:	Gene	eral Fund #(101)				
53500	307	Communication	04/24/2025	1010282470	AT&T Mobility	125.49
53500	422	Food Supplies	04/24/2025	1010282477	English Mountain Spring Water	15.00
5350 0		Juvenile Court			Check Count: 2 Total	l: 140.49
53900	307	Communication	04/16/2025	1010282454	One Step Software Inc.	100.00
53900	307	Communication	04/24/2025	1010282470	AT&T Mobility	98.95
53900	320	Dues And Memberships	04/10/2025	1010282403	National Assoc of Drug Court Professionals	120.00
53900	355	Travel	04/16/2025	1010282467	Anna E Wood	21.70
53900	355	Travel	04/24/2025	9101001043	Penny Knight	391.50
53900		Other Admin Of Justice - Mental Health			Check Count: 5 Tota	1: 732.15
53910	435	Office Supplies	04/03/2025	1010282363	SOS Computers, LLC	1,283.13
53910		Probation Services			Check Count: 1 Total	l: 1,283.13
53920	355	Travel	04/03/2025	9101001023	Steven Earl Haag	200.00
53920	524	In Service/Staff Development	04/16/2025	1010282445	HomeTrust Bank	920.00
53920		Courtroom Security			Check Count: 2 Total	l: 1,120.00
54110	307	Communication	04/10/2025	1010282381	AT&T	504.87
54110	307	Communication	04/10/2025	1010282419	Verizon Wireless	1,609.98
54110	307	Communication	04/24/2025	1010282470	AT&T Mobility	1,282.75
54110	334	Maintenance Agreements	04/10/2025	1010282384	CDW Government, Inc	77.08
54110	334	Maintenance Agreements	04/24/2025	1010282485	Hitech System, Inc. dba Pulsiam	5,392.00
54110	336	Maintenance And Repair Services - Equipment	04/16/2025	1010282445	HomeTrust Bank	33.98
54110	338	Maintenance And Repair Services - Vehicles	04/03/2025	1010282357	RJK Automotive Enterprises Inc	680.27
54110	338	Maintenance And Repair Services - Vehicles	04/03/2025	1010282375	Xtreme Towing & Automotive Collision Center	1,097.60
54110	338	Maintenance And Repair Services - Vehicles	04/10/2025	1010282406	RJK Automotive Enterprises Inc	1,298.24
54110	338	Maintenance And Repair Services - Vehicles	04/16/2025	1010282428	Auto Zone	24.18



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ACCT	0B	Name	Date	Check Nbr	Description	Amount Paid
Fund:	Gene	ral Fund #(101)				
54110	338	Maintenance And Repair Services - Vehicles	04/16/2025	1010282439	Joshua David Garrison	1,105.00
54110	338	Maintenance And Repair Services - Vehicles	04/16/2025	1010282445	1010282445 HomeTrust Bank	
54110	338	Maintenance And Repair Services - Vehicles	04/16/2025	1010282456	RJK Automotive Enterprises Inc	847.84
54110	338	Maintenance And Repair Services - Vehicles	04/24/2025	1010282478	Express Lane (West & East)	55.83
54110	338	Maintenance And Repair Services - Vehicles	04/24/2025	1010282495	RJK Automotive Enterprises Inc	1,482.70
54110	351	Rentals	04/24/2025	1010282500	T.E.G. Enterprises, Inc	85.00
54110	353	Towing Services	04/10/2025	1010282411	Sunset Towing	275.00
54110	355	Travel	04/16/2025	1010282445	HomeTrust Bank	1,250.68
54110	399	Other Contracted Services	04/10/2025	1010282417	Transunion Risk & Alternative	75.00
54110	399	Other Contracted Services	04/24/2025	1010282493	Murrell Burglar Alarm Co Inc	29.00
54110	431	Law Enforcement Supplies	04/03/2025	1010282351	Law Enforcement Systems, Inc	492.00
54110	431	Law Enforcement Supplies	04/24/2025	1010282469	Amazon Capital Services, Inc.	419.16
54110	433	Lubricants	04/24/2025	1010282478	Express Lane (West & East)	535.36
54110	435	Office Supplies	04/24/2025	1010282469	Amazon Capital Services, Inc.	814.17
54110	450	Tires And Tubes	04/03/2025	1010282359	S&S Wholesale Tire	24,673.45
54110	451	Uniforms	04/03/2025	1010282345	Galls, LLC	1,150.00
54110	451	Uniforms	04/03/2025	1010282369	TruBlu Tactical Police Supply	1,603.74
54110	451	Uniforms	04/16/2025	1010282462	TruBlu Tactical Police Supply	99.99
54110	524	In Service/Staff Development	04/03/2025	1010282352	Legal and Liability Risk Management Institute	175.00
54110	524	In Service/Staff Development	04/10/2025	1010282378	APB Consulting	1,643,00
54110	524	In Service/Staff Development	04/10/2025	1010282415	TIBRS User Group	600.00
54110	524	In Service/Staff Development	04/24/2025	1010282484	Hillbilly's Cabin Restaurant	3,000.00
54110	599	Other Charges	04/03/2025	1010282362	Shred-It	21.00
54110	599	Other Charges	04/10/2025	1010282394	Hamblen County Clerk	6.50
54110	599	Other Charges	04/24/2025	1010282473	Cherokee Boat Dock LLC	110.00
54110	599	Other Charges	04/24/2025	1010282477	English Mountain Spring Water	7.50
54110	599	Other Charges	04/24/2025	1010282501	Wellmont Medical Associates, Inc	45.00



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ACCT	ОВ	Name	Date	Check Nbr	Description	Amount Paid
Fund:	Gene	eral Fund #(101)				
54110	599	Other Charges	04/10/2025	9101001033	Rodger D Ricker	36.00
54110	716	Law Enforcement Equipment	04/03/2025	1010282360	Safeware Inc	265.00
54110	716	Law Enforcement Equipment	04/10/2025	1010282379	APB Consulting	4,108.00
54110	716	Law Enforcement Equipment	04/10/2025	1010282391	Galls, LLC	104.00
54110	716	Law Enforcement Equipment	04/24/2025	1010282469	Amazon Capital Services, Inc.	2,163.80
54110		Sheriff's Department			Check Count: 37 Tot	al: 59,768.99
54160	309	Contracts With Government Agencies	04/16/2025	1010282461	TN Bureau Of Investigation	1,750,00
54160	435	Office Supplies	04/24/2025	1010282469	Amazon Capital Services, Inc.	324.86
54160		Administration Of The Sexual Offender			Check Count: 2 Tot	al: 2,074.86
54210	334	Maintenance Agreements	04/24/2025	1010282498	South Western Comm, Inc	4,780.00
54210	335	Maintenance And Repair Service - Buildings	04/03/2025	1010282374	Wholesale Supply Group	24.88
54210	335	Maintenance And Repair Service - Buildings	04/10/2025	1010282416	TMS - Marlin	1,812,71
54210	335	Maintenance And Repair Service - Buildings	04/16/2025	1010282466	Wholesale Supply Group	30.83
54210	335	Maintenance And Repair Service - Buildings	04/24/2025	1010282487	Interstate Mechanical Service, LLC	467.50
54210	335	Maintenance And Repair Service - Buildings	04/24/2025	1010282489	Lowe's	49.54
54210	336	Maintenance And Repair Services - Equipment	04/03/2025	1010282348	Johnson Controls Fire Protection LP	1,154.95
54210	340	Medical And Dental Services	04/03/2025	1010282353	Mobile Images Acquisition LLC	2,275.00
54210	340	Medical And Dental Services	04/03/2025	1010282354	Morristown-Hamblen Hospital	31,215.44
54210	340	Medical And Dental Services	04/10/2025	1010282389	East TN Spine & Orthopaedic Specialists	51.02
54210	340	Medical And Dental Services	04/10/2025	1010282410	Southern Health Partners	60,396.79
54210	340	Medical And Dental Services	04/16/2025	1010282435	Covenant Medical Group, Inc.	991.80
54210	340	Medical And Dental Services	04/16/2025	1010282437	East Tennessee Pathology PPLC	154.13
54210	340	Medical And Dental Services	04/16/2025	1010282438	Emergency Coverage Corporation	380.35
54210	340	Medical And Dental Services	04/16/2025	1010282451	Mobile Images Acquisition LLC	2,260.00
54210	340	Medical And Dental Services	04/16/2025	1010282452	Morristown Hamblen EMS	2,931.01
54210	340	Medical And Dental Services	04/16/2025	1010282458	Statcare Inpatient LLC	1,166.00

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АССТ	OB	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	eral Fund #(101)					
54210	340	Medical And Dental Services	04/16/2025	1010282464	Vista Radiology		218.10
54210	340	Medical And Dental Services	04/24/2025	1010282488	LifeLinc Anesthesia VIII PLLC		1,135.41
54210	340	Medical And Dental Services	04/24/2025	1010282499	Southern Health Partners		1,375.47
54210	351	Rentals	04/24/2025	1010282500	T.E.G. Enterprises, Inc		150.00
54210	355	Travel	04/16/2025	1010282445	HomeTrust Bank		238.00
54210	410	Custodial Supplies	04/03/2025	1010282349	Wet Washing Equipment Technologies		5,084.58
54210	410	Custodial Supplies	04/03/2025	1010282373	Walmart Community BRC		29.94
54210	422	Food Supplies	04/10/2025	1010282418	Trinity Services Group, Inc.		33,422.00
54210	435	Office Supplies	04/16/2025	1010282445	HomeTrust Bank		279.99
54210	441	Prisoners Clothing	04/03/2025	1010282332	Bob Barker Company, Inc		3,189.54
54210	451	Uniforms	04/16/2025	1010282447	Jennifer J Houston		100.00
54210	451	Uniforms	04/16/2025	1010282462	TruBlu Tactical Police Supply		2,772.52
54210	451	Uniforms	04/16/2025	9101001035	Brittany N Collier		100.00
54210	451	Uniforms	04/24/2025	9101001038	Jordan T Armstrong		100.00
54210	451	Uniforms	04/24/2025	9101001039	Brandon J Bishop		100.00
54210	451	Uniforms	04/24/2025	9101001042	Benjamin C Densmore		100.00
54210	599	Other Charges	04/03/2025	1010282332	Bob Barker Company, Inc		2,562.48
54210	599	Other Charges	04/10/2025	1010282405	Quality Waste		253.80
54210	599	Other Charges	04/24/2025	1010282469	Amazon Capital Services, Inc.		292.81
54210	710	Food Service Equipment	04/03/2025	1010282332	Bob Barker Company, Inc		817.20
54210	716	Law Enforcement Equipment	04/10/2025	1010282377	APB Consulting		4,983.00
54210	790	Other Equipment	04/10/2025	1010282380	APB Consulting		4,995.00
54210		Jail			Check Count: 36	Total:	172,441.79
54250	307	Communication	04/24/2025	1010282470	AT&T Mobility		236.64
54250	349	Printing, Stationery And Forms	04/24/2025	1010282469	Amazon Capital Services, Inc.		256.14
54250	399	Other Contracted Services	04/03/2025	1010282364	Stepping Out Ministries		150.00

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ACCT	<u>OB</u>	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	eral Fund #(101)					
54250		Work Release Program			Check Count: 3	Total:	642.78
54310	316	Contributions	04/10/2025	1010282422	East Hamblen County VFD		37,500.00
54310	316	Contributions	04/10/2025	1010282426	South Hamblen County VFD		37,500.00
54310	316	Contributions	04/10/2025	1010282427	West Hamblen County VFD		37,500.00
54310		Fire Prevention And Control			Check Count: 3	Total:	112,500.00
54410	307	Communication	04/10/2025	9101001030	Chris E Bell		56.00
54410	338	Maintenance And Repair Services - Vehicles	04/16/2025	1010282445	HomeTrust Bank		84.07
54410	338	Maintenance And Repair Services - Vehicles	04/24/2025	1010282476	East Main Service Center		297,75
54410	599	Other Charges	04/16/2025	1010282457	Screen Designs By Sheila		36.00
54410	599	Other Charges	04/24/2025	1010282470	AT&T Mobility		29.94
54410		Civil Defense			Check Count: 5	Total:	503.76
54490	316	Contributions	04/10/2025	1010282423	Hamblen County E.C.D. / 911		64,970.00
54490		Other Emergency Management			Check Count: 1	Total:	64,970.00
54610	307	Communication	04/24/2025	1010282470	AT&T Mobility		262.62
54610	312	Contracts With Private Agencies	04/03/2025	1010282350	Teresa A. Kreceman		500.00
54610	312	Contracts With Private Agencies	04/16/2025	1010282449	Knox County Medical Examiner		5,850.00
54610	312	Contracts With Private Agencies	04/16/2025	1010282450	Teresa A. Kreceman		500.00
54610	312	Contracts With Private Agencies	04/24/2025	1010282494	National Medical Services, Inc.		714.00
54610	399	Other Contracted Services	04/16/2025	1010282430	Travis Barner		440.00
54610	399	Other Contracted Services	04/16/2025	1010282431	Kevin Carroll		1,155.00
54610	399	Other Contracted Services	04/16/2025	1010282444	Jeffrey E. Holt		640.00
54610	399	Other Contracted Services	04/16/2025	1010282446	Amanda Beth Hopkins		300.00
54610	399	Other Contracted Services	04/16/2025	1010282455	Jimmy W Peoples		275.00
54610	399	Other Contracted Services	04/16/2025	1010282460	Claude Thompson JR		875.00



ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	eral Fund #(101)					
54610	399	Other Contracted Services	04/10/2025	9101001034	Tom C Thompson MD		2,500.00
54610		Medical Examiner			Check Count: 12	Total:	14,011.62
54710	355	Travel	04/10/2025	9101001031	April Nicole Brown		51.10
54710	355	Travel	04/10/2025	9101001032	Kaelin J Hodgson		31.71
54710	499	Other Supplies And Materials	04/21/2025	1010282468	Correctional Counseling, Inc		1,124,80
54710		Drug Court Expansion - Public Safety Grant			Check Count: 3	Total:	1,207.61
55110	307	Communication	04/10/2025	1010282381	AT&T		111.67
55110	328	Janitorial Services	04/03/2025	1010282358	Roberts Cleaning Company		2,075.00
55110	355	Travel	04/03/2025	9101001021	Jennifer A Antrican		205.10
55110	355	Travel	04/03/2025	9101001024	Janice D Messer		51,80
55110	355	Travel	04/03/2025	9101001025	Pascha L Moles		36,40
55110	355	Travel	04/03/2025	9101001026	Elisa M Ortiz		168.00
55110	355	Travel	04/03/2025	9101001028	Kim Smith		117.25
55110	355	Travel	04/03/2025	9101001029	Shamron D Stambaugh		79.80
55110	452	Utilities	04/24/2025	1010282471	Atmos Energy		117.06
55110	452	Utilities	04/24/2025	1010282492	Morristown Utilities		1,283.00
55110	599	Other Charges	04/16/2025	1010282436	CyraCom International Inc		10.00
55110		Local Health Center			Check Count: 11	Total:	4,255.08
55120	307	Communication	04/10/2025	1010282419	Verizon Wireless		68.00
55120	307	Communication	04/24/2025	1010282470	AT&T Mobility		149.04
55120	312	Contracts With Private Agencies	04/10/2025	1010282400	Morristown-Hamblen Humane Soc		25,000.00
55120	338	Maintenance And Repair Services - Vehicles	04/24/2025	1010282479	Express Lane Oil		60.36
55120	451	Uniforms	04/16/2025	1010282445	HomeTrust Bank		204.84
55120	451	Uniforms	04/24/2025	1010282469	Amazon Capital Services, Inc.		43.18

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
55120		Rabies And Animal Control			Check Count: 6	Total:	25,525.42
55590	316	Contributions	04/10/2025	1010282425	Morristown-Hamblen Childcare		12,500.00
55590	316	Contributions	04/24/2025	1010282483	Helen Ross McNabb Center		595.00
55590		Other Local Welfare Services			Check Count: 2	Total:	13,095.00
56700	307	Communication	04/03/2025	1010282355	MUS Fibernet		134.22
56700	307	Communication	04/24/2025	1010282470	AT&T Mobility		80.02
56700	336	Maintenance And Repair Services - Equipment	04/10/2025	1010282386	Curt's Ace Hardware		61.93
56700	336	Maintenance And Repair Services - Equipment	04/10/2025	1010282397	Lane Sales Power Equipment		68.20
56700	336	Maintenance And Repair Services - Equipment	04/24/2025	1010282489	Lowe's		98.34
56700	410	Custodial Supplies	04/10/2025	1010282405	Quality Waste		253.80
56700	412	Diesel Fuel	04/16/2025	1010282465	Voyager Fleet Systems Inc		63.12
56700	415	Electricity	04/10/2025	1010282399	Morristown Utilities		2,356.00
56700	415	Electricity	04/16/2025	1010282429	Appalachian Electric Co-Op		58.84
56700	425	Gasoline	04/16/2025	1010282465	Voyager Fleet Systems Inc		266.20
56700	451	Uniforms	04/10/2025	1010282382	BK Graphics		543.92
56700	454	Water And Sewer	04/10/2025	1010282399	Morristown Utilities		2,309.00
56700	599	Other Charges	04/10/2025	1010282413	Tennessee Recovery & Monitoring		96.00
56700	599	Other Charges	04/24/2025	1010282477	English Mountain Spring Water	Υ.	16.00
56700	791	Other Construction	04/03/2025	1010282356	Relief Septic Repair & Service Inc.		1,150.00
56700		Parks And Fair Boards			Check Count: 13	Total:	7,555.59
56900	316	Contributions	04/10/2025	1010282421	City of Morristown		150,000.00
56900		Other Social, Cultural And Recreational			Check Count: 1	Total:	150,000.00
57100	355	Travel	04/03/2025	1010282346	Elizabeth Hobbs		148.40
57100	435	Office Supplies	04/16/2025	1010282463	University Of TN Extension		1,528,10

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Amount Paic			Description	Check Nbr	Date	Name	ОВ	ACCT
						eral Fund #(101)	Gene	Fund:
1,676.50	Total:	2	Check Count:			Agricultural Extension Service		57100
1,260.00			T Clint Harrison	1010282395	04/10/2025	Engineering Services	321	57800
79.66			Misty A Myers	9101001037	04/16/2025	Travel	355	57800
139.50		ociation	Tennessee Stormwater Asso	1010282367	04/03/2025	Instructional Supplies And Materials	429	57800
1,479.16	Total:	3	Check Count:			Storm Water Management		57800
11,250.00)f Commerce	Morristown Area Chamber O	1010282424	04/10/2025	Contributions	316	58110
526.56			Russell Disc Golf Supplies	1010282407	04/10/2025	Other Contracted Services	399	58110
11,776.56	Total:	2	Check Count:			Tourism		58110
25,572.00		v Board	City Of Morristown Indus De	1010282336	04/03/2025	Contracts For Development Costs	364	58120
87,716,25		v Board	City Of Morristown Indus Dev	1010282337	04/03/2025	Contracts For Development Costs	364	58120
128,860.28		v Board	City Of Morristown Indus Dev	1010282338	04/03/2025	Contracts For Development Costs	364	58120
85,233,01		v Board	City Of Morristown Indus Dev	1010282339	04/03/2025	Contracts For Development Costs	364	58120
63,078.99		v Board	City Of Morristown Indus Dev	1010282340	04/03/2025	Contracts For Development Costs	364	58120
100,355.77		v Board	City Of Morristown Indus Dev	1010282341	04/03/2025	Contracts For Development Costs	364	58120
31,608.87		v Board	City Of Morristown Indus Dev	1010282342	04/03/2025	Contracts For Development Costs	364	58120
84,269.00		v Board	City Of Morristown Indus Dev	1010282343	04/03/2025	Contracts For Development Costs	364	58120
606,694.17	Total:	8	Check Count:			Industrial Development		58120
227.49			TASC - Client Invoices	1010282365	04/03/2025	Handling Charges & Administrative Costs	202	58600
100.00		tion	Hamblen Co Dept Of Educat	1010282442	04/16/2025	Other Fringe Benefits	299	58600
327.49	Total:	2	Check Count:			Employee Benefits		58600
118.98			City of Morristown	1010282433	04/16/2025	Other Contracted Services	399	58900
118.98	Total:	1	Check Count:			Miscellaneous		58900

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ACCT	<u>OB</u>	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Drug	Control Fund #(122)					
54150	351	Rentals	04/24/2025	1220003032	T.E.G. Enterprises, Inc		65.00
54150	401	Animal Food And Supplies	04/16/2025	1220003029	HomeTrust Bank		75.98
54150	415	Electricity	04/10/2025	1220003028	MUS Fibernet		98.87
54150	431	Law Enforcement Supplies	04/24/2025	1220003030	Amazon Capital Services, Inc.		337.46
54150	431	Law Enforcement Supplies	04/24/2025	1220003031	Murrell Burglar Alarm Co Inc		94.50
54150		Drug Enforcement			Check Count: 5	Total:	671.81
					Drug Control Fund	#(122) Total:	671.81

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ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund:	Drug	Use Abatement Fund				
95900	000	Object Code (000)	04/03/2025	1280000013	Third Judicial District Recovery Support Services Inc	7,698.10
95900	000	Object Code (000)	04/10/2025	1280000014	Third Judicial District Recovery Support Services Inc	8,450.00
95900	000	Object Code (000)	04/16/2025	1280000015	Third Judicial District Recovery Support Services Inc	6,800.00
95900		Capital Projects Donated to Other Entities			Check Count: 3 Total:	22,948.10
1.472.47					Drug Use Abatement Fund Total:	22,948.10

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			COMMISSIO	N APPROVA	L LISTING	ſ	Date/Time:		Page: 1 2:58:22 PM	
АССТ	ОВ	DB Name	Date	Check Nbr	Description			Amount Paid		
Fund:	Gene	eral Debt Service Fund #(151)					a salar			
82110	612	Principal On Other Loans	04/10/2025	1510000064	Appalachian Electric Co-Op				3,333.33	
82110		General Government			Check Count:	1	Total:)	3,333.33	
199					General Debt Se	ervice Fun	id #(151) Total:		3,333.33	

			COMMISSIO	N APPROVA	L LISTING	Date/Time:	Page: 2 5/1/2025 2:58:22 PM
АССТ	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	High	way Capital Projects Fund #(176)					
91200	404	Asphalt - Hot Mix	04/16/2025	1760001114	Blalock & Sons Inc		14,390.20
91200	404	Asphalt - Hot Mix	04/16/2025	1760001115	Newport Paving & Ready Mix		5,140.55
91200	409	Crushed Stone	04/16/2025	1760001116	Vulcan Materials Company		4,271.20
91200		Highway And Street Capital Projects			Check Count: 3	Total	: 23,801.95
					Highway Capital Projects	Fund #(176) Total	: 23,801.95

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ACCT	ОВ	Name	Date	Check Nbr	Description		·	Amount Paid
Fund:	Empl	oyee Insurance - General Fund#(264)						
58600	312	Contracts With Private Agencies	04/03/2025	2640001971	Carehere LLC			6,888.00
58600	312	Contracts With Private Agencies	04/10/2025	2640001972	LLC STP			1,850.00
58600	312	Contracts With Private Agencies	04/16/2025	2640001973	Carehere LLC			17,815.93
58600	312	Contracts With Private Agencies	04/24/2025	2640001974	Atmos Energy			55.51
58600	312	Contracts With Private Agencies	04/24/2025	2640001975	Morristown Utilities			235.00
58600	312	Contracts With Private Agencies	04/24/2025	2640001976	Murrell Burglar Alarm Co Inc			38.00
58600		Employee Benefits			Check Count:	6	Total:	26,882.44
					Employee Insurance - Gen	eral Fund#(2	64) Total:	26,882.44

					Date/Tim	e: 5/1/2025 2:48:1	
АССТ	ОВ	Name	Date	Check Nbr	Description	Amount	t Paid
Fund:	Solid	Waste/Sanitation Fund #(116)					
55710	336	Maintenance And Repair Services - Equipment	04/03/2025	1160025589	Combs Equipment Group LLC	8,06	60.00
55710	336	Maintenance And Repair Services - Equipment	04/10/2025	1160025595	Kimball Midwest	ç	92.01
55710	336	Maintenance And Repair Services - Equipment	04/10/2025	1160025597	Southern Fluidpower, Inc.	33	31.22
55710	336	Maintenance And Repair Services - Equipment	04/16/2025	1160025602	Combs Equipment Group LLC	3,62	25.00
55710	336	Maintenance And Repair Services - Equipment	04/16/2025	1160025603	NAPA Auto Parts Of Morristown	1,44	44.88
55710	336	Maintenance And Repair Services - Equipment	04/24/2025	1160025608	Worldwide Equipment, Inc.	6,29	97.67
55710	359	Disposal Fees	04/24/2025	1160025607	Hamblen County-Morristown Solid Waste	100,70	04.20
55710	450	Tires And Tubes	04/10/2025	1160025594	Goforth Tire & Auto, Inc	52	20.70
55710	451	Uniforms	04/10/2025	1160025599	Unifirst Corp	50	603.28
55710	499	Other Supplies And Materials	04/10/2025	1160025593	Fish Window Cleaning	10	00.00
55710	499	Other Supplies And Materials	04/10/2025	1160025596	Shag-Bark Trenching	17	75.00
55710	499	Other Supplies And Materials	04/24/2025	1160025606	Hamblen County Clerk	2	20.50
55710	506	Liability Insurance	04/16/2025	1160025605	Tennessee Risk Management Trust	59	98.00
55710	718	Motor Vehicles	04/10/2025	1160025598	Stringfellow ,		0.00
55710	718	Motor Vehicles	04/10/2025	1160025600	Worldwide Equipment, Inc.		0.00
55710		Sanitation Management			Check Count: 15	Total: 122,47	72.46

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	High	way/Public Works Fund (#131)					
61000	302	Advertising	04/16/2025	1313045586	Citizen Tribune		425.76
61000	307	Communication	04/03/2025	1313045567	Comcast Cable		76.95
61000	307	Communication	04/10/2025	1313045575	AT&T		42.86
61000	307	Communication	04/16/2025	1313045584	AT&T Mobility		123,71
61000	320	Dues And Memberships	04/03/2025	1313045571	TN County Services Association		225.00
61000	331	Legal Services	04/10/2025	1313045576	Capps & Byrd LLP		78.75
61000	415	Electricity	04/16/2025	1313045587	Holston Electric Cooperative		1,273.51
61000	415	Electricity	04/24/2025	1313045597	Morristown Utilities		2,082.00
61000	442	Propane Gas	04/03/2025	1313045570	Thompson Gas LLC		861.02
61000	454	Water and Sewer	04/16/2025	1313045591	Morristown Utilities		111.00
61000	599	Other Charges	04/10/2025	> 1313045578	Gregory Reece Manis		85.00
61000		Administration			Check Count: 11	Total:	5,385.56
62000	312	Contracts With Private Agencies	04/03/2025	1313045569	James Larry Rose		800.00
62000	426	General Construction Materials	04/16/2025	1313045596	Smoky Mountain Farmers Co-Op		586.09
62000	440	Pipe - Metal	04/10/2025	1313045583	Weems Excavating LLC		4,803.20
62000	443	Road Signs	04/03/2025	1313045573	Vulcan Inc D/B/A Vulcan Signs		4,837.06
62000	451	Uniforms	04/10/2025	1313045582	Unifirst Corp		575.31
62000		Highway And Bridge Maintenance			Check Count: 5	Total:	11,601.66
63100	412	Diesel Fuel	04/16/2025	1313045594	Pioneer Petroleum		1,644.13
63100	416	Equipment Parts - Heavy	04/10/2025	1313045580	Stowers Machinery Corporation		828,26
63100	416	Equipment Parts - Heavy	04/10/2025	1313045581	TN Valley Custom Trailers, Inc		832.32
63100	416	Equipment Parts - Heavy	04/16/2025	1313045589	Interstate Tractor		1,432,92
63100	416	Equipment Parts - Heavy	04/16/2025	1313045590	Meade Tractor		3,334.03
63100	416	Equipment Parts - Heavy	04/16/2025	1313045592	NAPA Auto Parts Of Morristown		4,898.59
63100	416	Equipment Parts - Heavy	04/16/2025	1313045595	Porter's Tire Store Inc.		1,418.44
63100	424	Garage Supplies	04/10/2025	1313045579	Safety-Kleen Systems, Inc		310.74

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ACCT	ОВ	Name	Date	Check Nbr	Description			Amount Paid
Fund:	High	way/Public Works Fund (#131)						
63100	424	Garage Supplies	04/16/2025	1313045588	Holston Gases			285,97
63100	425	Gasoline	04/16/2025	1313045585	BP			152.74
63100	450	Tires And Tubes	04/10/2025	1313045577	Goforth Tire & Auto, Inc			751.75
63100		Operation And Maintenance Of Equipment			Check Count:	11	Total:	15,889.89
	1.1				Highway/Public	Works Fund (#1:	31) Total:	32,877.11



Morristown-Hamblen Emergency Management Agency

Hamblen County Courthouse 511 West Second North Street Morristown, Tennessee 37814 (423) 581-6225

01 May 2025

We hereby give permission to the Morristown-Hamblen Emergency Management Agency to move forward in the application process of the FEMA EOC (Emergency Operations Center) Grant, pending Hamblen County Commission approval. This is a collaboration between the City of Morristown and Hamblen County to build-out a dedicated EOC room. The grant process includes requesting Congresswoman Diana Harshbarger office to include the request in her appropriations requests in the next federal budget cycle. Once this has been approved and included in the Federal appropriations, Morristown- Hamblen EMA & TEMA will apply for the EOC Grant. The amount that will be requested for the build-out will be \$300,000.00 with this being a 25% local match grant. As in the past with funding, the local EMA office is a 50/50 share between the City of Morristown and Hamblen County on funding projects such as the EMPG (Emergency Management Program Grant). The 25% local match would be \$75,000.00, which based on the 50/50 share would be \$37,500.00 for each local body.

Mayor Chris Cutshaw

Date

AIA Document A101° – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-fourth day of April in the year Two Thousand Twenty-Five (In words, indicate day, month and year.)

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

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

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

Construction Partners, LLC 703 Princeton Road Johnson City, TN 37601

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

Hamblen County Health Department 1578 Buffalo Trail Morristown, TN 37814

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

BarberMcMurry Architects LLC 505 Market Street, Suite 300 Knoxville, TN 37902

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An Additions and Deletions Report that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- THE CONTRACT DOCUMENTS 1
- 2 THE WORK OF THIS CONTRACT
- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION 3
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- ENUMERATION OF CONTRACT DOCUMENTS 9

EXHIBIT A **INSURANCE AND BONDS**

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

- The date of this Agreement. []
- A date set forth in a notice to proceed issued by the Owner. [X]
- Established as follows: [] (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- [X] Not later than Four Hundred Twenty (420) calendar days from the date of commencement of the Work.
- By the following date: ſ

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Base Bid Calendar Days	360 days from the date of commencement of the Work.
Accepted Alternate Calendar Days	60 additional days.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Million Four Hundred and Eighty-Three Thousand Three Hundred Forty-Five Dollars and Zero Cents (\$ 4,483,345.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

ltem	Price
Alternate No. 01: UT Agriculture	
Extension Office	\$637,300.00
Alternate No. 02: Exterior Windows	\$31,245.00
Alternate No. 03: Pre-Engineered	
Metal Building for Drive-Through	\$53,500.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

ltem	Price	Conditions for Acceptance		
N/A		·		
§ 4.3 Allowances, if any, included in the C (<i>Identify each allowance</i> .)	ontract Sum:			
Item N/A	Price			
§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)				
ltem	Units and Limitations	Price per Unit (\$0.00)		
N/A				
\$45 Liquidated damages if any:				

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

\$500 per calendar day

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

3

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- That portion of the Contract Sum properly allocable to completed Work; .1
- That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably .2 stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- That portion of Construction Change Directives that the Architect determines, in the Architect's .3 professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- The aggregate of any amounts previously paid by the Owner; .1
- The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld .2 a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless .3 the Work has been performed by others the Contractor intends to pay;
- For Work performed or defects discovered since the last payment application, any amount for which the .4 Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- Retainage withheld pursuant to Section 5.1.7. .5

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%) of the Cost of the Work.

§ 5.1.7.1.1 The following items are not subject to retainage:

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4

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: (Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work .1 as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- a final Certificate for Payment has been issued by the Architect. .2

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

1.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017]

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- Litigation in a court of competent jurisdiction [X]
- Other (Specify) []

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

TERMINATION OR SUSPENSION ARTICLE 7

§7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017,

MISCELLANEOUS PROVISIONS ARTICLE 8

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative: (Name, address, email address, and other information)

Chris Cutshaw, Hamblen County Mayor Hamblen County Courthouse 511 West Second Street Morristown, TN 37814

§ 8.3 The Contractor's representative: (Name, address, email address, and other information)

Travis Brooks, President Construction Partners, LLC 703 Princeton Road Johnson City, TN 37601

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101[™]-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101[™]-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required

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to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101[™]–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101TM–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below: (Insert the date of the building information modeling exhibit incorporated into this Agreement.)
- .5 Drawings

.6

.7

Number Refer to Drawing Index - Attached	Title	Date	
Specifications			
Section	Title	Date	Pages
Refer to Specifications Index - Attached			
Addenda, if any:			
Number	Date	Pages	
Addendum No. 01	March 21, 2025	29	
Addendum No. 02	March 31, 2025	106	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

The Containability Diam.

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

1	J	The Sustainability Plan:			
		Title	Date	Pages	
[]	Supplementary and other Conditions	s of the Contract:		
		Document	Title	Date	Pages

.9 Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201[™]_2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals,

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are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: Chris Cutshaw, Hamblen County Mayor

(Printed name and title)

CONTRACTOR (Signature)

BY: Travis Brooks, President

(Printed name and title)

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User Notes:

Additions and Deletions Report for

AIA[®] Document A101[®] - 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Changes to original AIA text

PAGE 3

Portion of Work	Substantial Completion Date		
Base Bid Calendar Days	360 days from the date of commencement of the Work.		
Accepted Alternate Calendar Days	60 additional days.		
Item	Price		
Alternate No. 01: UT Agriculture Extension Office Alternate No. 02: Exterior	<u>\$637,300.00</u> \$31,245.00		
Windows Alternate No. 03: Pre-Engineered Metal Building for Drive-Through	\$53,500.00		
ltem	Price	Conditions for Acceptance	
<u>N/A</u>			
ltem <u>N/A</u>	Price		
Item	Units and Limitations	Price per Unit (\$0.00)	
<u>N/A</u>			

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Number Refer to Drawing Index - Attached	Title	Date	
Section Refer to Specifications Index - Attached	Title	Date	Pages
Number <u>Addendum No. 01</u> Addendum No. 02	Date March 21, 2025 March 31, 2025	Pages <u>29</u> <u>106</u>	

Variable Information

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1

PAGE 1

AGREEMENT made as of the Twenty-fourth day of April in the year Two Thousand Twenty-Five (In words, indicate day, month and year.)

Hamblen County Government

511 West Second North Street Morristown, TN 37814

Construction Partners, LLC

703 Princeton Road Johnson City, TN 37601

Hamblen County Health Department

1578 Buffalo Trail Morristown, TN 37814

BarberMcMurry Architects LLC

505 Market Street, Suite 300 Knoxville, TN 37902

PAGE 2

- The date of this Agreement. F]
- A date set forth in a notice to proceed issued by the Owner. [X]
-] 1 Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)
- Not later than Four Hundred Twenty (420) calendar days from the date of commencement of the [<u>X</u>] Work.
- By the following date:] [

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Million Four Hundred and Eighty-Three Thousand Three Hundred Forty-Five Dollars and Zero Cents (\$ 4,483,345.00), subject to additions and deductions as provided in the Contract Documents.

\$500 per calendar day

<u>N/A</u>

PAGE 4

N/A

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

Five Percent (5%) of the Cost of the Work.

PAGE 5

N/A

N/A

N/A

<u>N/</u>

1.00 % per annum

N/A

PAGE 6

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017 []
- Litigation in a court of competent jurisdiction [X]
- ſ 1 Other (Specify)

N/A

Chris Cutshaw, Hamblen County Mayor

Hamblen County Courthouse 511 West Second Street Morristown, TN 37814

Travis Brooks, President

Construction Partners, LLC 703 Princeton Road Johnson City, TN 37601

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EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT ("Agreement") is made as of the Effective Date by and between Diverse Computing, Inc. ("Lessor"), a Florida corporation with offices located at 3717 Apalachee Pkwy., Suite 102, Tallahassee, FL and <u>HAMBLEN COUNTY</u> <u>SHERIFF'S OFFICE</u> ("Lessee") with offices located at the address specified on the signature page of this Agreement.

WITNESSETH

WHEREAS, Lessor owns certain computer and network appliances ("Equipment") located in Tennessee; and

WHEREAS. Lessee has a computer network and desires to rent the Equipment from Lessor; and

WHEREAS, Lessor is willing to rent the Equipment subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the covenants and agreements herein contained, Lessee and Lessor hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

<u>Section 1.01 -- Recitals</u>: The above recitals and identification of parties are true and correct.

Section 1.02 - Definitions: The following definitions shall apply:

- (1) <u>Agreement Term</u>: The term "Agreement Term" shall mean a one (1) year period of time starting on the Effective Date and renewing for one (1) year periods of time upon payment of the applicable Current Standard Rental Fee, unless earlier terminated or canceled, as provided hereunder.
- (2) <u>Authorized Facility</u>: The term "Authorized Facility" shall mean the facilities of Lessee, which are located in Tennessee and owned, leased or controlled by Lessee as identified in Exhibit A, attached hereto and by this reference incorporated herein.
- (3) <u>Current Standard Rental Fee:</u> The term "Current Standard Rental Fee" shall mean that certain current standard rental fee amount for the Equipment charged by DCI to DCI's regular customer base during the relevant Agreement Term, as applicable for use of the Equipment.
- (4) <u>Defect</u>: The term "Defect" shall mean Equipment programming or hardware errors which substantially impair the performance, utility and functionality of the Equipment as represented in the Documentation and/or Supplement.

- (5) <u>Defect Notice:</u> The term "Defect Notice" shall mean that certain written notice from Lessee to DCI identifying Defects.
- (6) <u>Documentation</u>: The term "Documentation" shall mean those certain user's guides provided to Lessee by DCI describing all or part of the utilities and functions of the Equipment, including any and all updates and modifications as provided by DCI to Licensee.
- (7) <u>Effective Date</u>: The term "Effective Date" shall mean July 1, 2025.
- (8) <u>Equipment</u>: The term "Equipment" shall mean those certain computer and networking appliances identified as Equipment as set forth in Exhibit A.
- (9) <u>Maintenance Services</u>: The term "Maintenance Services" shall mean those certain services as set forth under Article IV of this Agreement.
- (10) <u>Rental Fee:</u> The term "Rental Fee" shall mean those certain fees charged by DCI to Lessee for the Equipment and Maintenance Services for the applicable Agreement Term pursuant to Exhibit B.
- (11) <u>Stipulated Loss Value:</u> The term "Stipulated Loss Value" shall mean the dollar amount for the Equipment as set forth in Exhibit A.
- (12) <u>Supplement:</u> The term "Supplement" shall mean modifications or updates to the Documentation as provided by DCI to Lessee.
- (13) Update: The term "Update" shall mean the modifications to the Equipment firmware, hardware or other software that have been publicly released to DCI customers without charge under standard equipment rental agreements to resolve Defects. The term "Updates" does not include new versions or upgrades of the Equipment for which DCI generally charges an additional fee or any new modules or products DCI releases that are commercially sold separately.

ARTICLE II - RENTAL PAYMENT TERMS

Section 2.01 -- Rent: Lessor hereby rents to Lessee, and Lessee hereby rents from Lessor, the Equipment.

Section 2.02 -- Lessee shall pay the Rental Fee to Lessor, without offset or deduction of any kind, by the first day of the Agreement Term and, in the event of renewal, before each successive anniversary of the Agreement Term.

If Lessee fails to pay the Rental Fee within the first day of the Agreement Term or, in the event of renewal, Lessee fails to pay the Rental Fee prior to each successive anniversary of the Agreement Term, Lessee shall pay to Lessor interest on such Rental Fee(s) at the highest rate permitted by law from the first day of the Agreement Term until paid. Lessee agrees that its obligation to pay all Current Standard Rental Fee and other amounts payable hereunder and to perform its duties with respect hereto shall be absolute and unconditional under any and all circumstances, including, without limitation, the following:

- any setoff, counterclaim, recoupment, defense, or other right which Lessee may have against Lessor, or anyone else for any reason whatsoever;
- (2) any defect in the condition, design, title, operation, or fitness for use, or any damage to, destruction of or loss of the Equipment;
- (3) any insolvency, bankruptey, reorganization or similar proceedings by or against Lessee; or
- (4) any other event or circumstances whatsoever, whether or not similar to any of the foregoing. Each Current Standard Rental Fee or other payment made by Lessee hereunder shall be final and Lessee shall not seek to recover all or any part of such Current Standard Rental Fee from Lessor for any reason whatsoever, except as otherwise provided herein.

Section 2.03 -- Taxes: Lessor and Lessee intend the rental payments hereunder to be net to Lessor. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances and shall pay when due (and upon request of Lessor furnish Lessor with copies of all returns so filed) all those license fees, registration fees. assessments, charges and taxes (municipal, state and federal) which may now or hereafter be imposed upon the leasing, renting, possession or use of the Equipment, including all sales taxes (if such sales taxes are applicable to the leasing or renting of the Equipment), use, and property taxes which may now or hereafter be imposed upon the purchase or sale of the Equipment.

Section 2.04 -- Investment Tax Credit: Any Investment Tax Credit which may be available or which may become available as to the Equipment under the United States Federal Income Tax Laws shall be claimed by the Lessor or its assigns. Lessee shall not interfere with the acquisition and maintenance of any available Investment Tax Credits or take any action which would result in the loss, disallowance or unavailability of such Investment Tax Credits, and Lessee shall cooperate with Lessor in all respects relating thereto.

ARTICLE III - EQUIPMENT

Section 3.01 -- Selection and Acceptance: Lessee hereby represents and warrants that the Equipment is suitable for the purposes of Lessee. Lessee shall be deemed to have accepted the Equipment as of the first day of the Agreement Term.

Section 3.02 - Cooperation/Facilities: Lessee hereby

acknowledges that successful performance of DCI's obligations under this Agreement shall require Lessee to cooperate with DCI in good faith and to provide information as may be requested by DCI from time to time. Lessee hereby agrees to provide such good faith cooperation and information. Lessee shall also cooperate with DCI by granting DCI reasonable access, consistent with Lessee security procedures, including remote access, to the Equipment and by providing data and information reasonably required by DCI. Unless otherwise required (as determined exclusively by DCI), the Maintenance Services shall be performed at the office facilities of DCI.

Section 3.02 -- Delivery and Installation: Lessor shall be responsible for the shipping costs and remote setup of the Equipment. The Equipment shall be deemed delivered as of the first day of the Agreement Term.

Section 3.03 -- Warranty: DCI warrants that the Equipment shall, during the Agreement Term, be free of Defects. In the event that the Equipment is defective, Lessce shall provide DCI with Defect Notice sufficient to permit DCI to recreate the Defect. DCI shall use reasonable efforts to cure said Defect within a reasonable period of time or to replace Lessee's Equipment with other Equipment in DCI's sole discretion. If DCI is unable to make the Equipment free of Defects, Lessee shall be entitled to recover the Rental Fee paid to DCI for the Equipment and Lessee shall cease using the Equipment. These shall be Lessee's sole and exclusive remedies. This warranty shall not apply if: (1) the Equipment was not used in accordance with the Documentation and/or Supplements as applicable; (2) the Equipment was altered, modified, or converted by Lessee; (3) Lessee's computer(s) malfunctioned and the malfunction caused the Defect; (4) accessories, attachment(s), or other products not furnished or acknowledged as acceptable by DCI were used in combination with the Equipment; (5) the Equipment or computer equipment is subjected to misuse or alteration, is improperly installed, improperly maintained or improperly operated (installation, maintenance, or operation not in accordance with the Documentation and/or Supplements as applicable shall be conclusively presumed to be improper): (6) the Equipment or computer equipment are damaged or fail to operate properly due to causes other than ordinary use; (7) the Equipment or computer equipment have been altered by anyone other than DCI; (8) Lessee has not provided or maintained a proper environment with all facilities and equipment prescribed in the Documentation or otherwise prescribed by DCI; (9) Lessee has used supplies or materials in connection with the Equipment not meeting the standards set forth in the Documentation or otherwise communicated by DCI to Lessee; (10) the Equipment has been serviced or repaired by a party not approved in writing by DCI; or (11) any other cause within the control of Lessee caused the Defect or malfunction, Notwithstanding the foregoing, however, where a loss of data is caused by a confirmed failure of the Equipment, DCI agrees to provide reasonable assistance to Lessee in the recovery of data for the period from the latest Lessee backup of the data until the failure, such period not to exceed twenty-four (24) hours. The foregoing states DCI's sole responsibility to Lessee with respect to data loss.

Section 3.04 -- No Damages: Lessor shall not be liable for any claim, loss, or damage or expense of any kind caused by the Equipment. Lessee understands and agrees that neither the manufacturer or supplier of the Equipment, nor any of their salesmen or other agents, is an agent of Lessor or is authorized to waive or alter any provision of this Agreement. No representation by the equipment manufacturer or supplier as to any item of Equipment or any other matter shall in any way affect Lessee's duty to pay the Rental Fee and perform its other obligations as set forth in this Agreement. Lessee hereby acknowledges that it has received, read, and had an opportunity to consult with legal counsel regarding this Agreement.

Section 3.05 -- Use: Lessee will cause the Equipment to be operated in a careful and proper manner, in accordance with the instructions or manuals of the equipment manufacturer or supplier (as applicable), by competent and duly qualified personnel only and in compliance with all laws and regulations in any way relating to the possession, use or maintenance of the Equipment. If at any time during the term hereof Lessor supplies Lessee with labels, plates or other markings identifying the owner of, or any person holding a security interest in the Equipment, Lessee shall affix and keep the same upon a prominent place on the Equipment.

Section 3.06 -- Maintenance: Lessee shall maintain the Equipment in good repair, condition and working order, subject to normal wear and tear. Lessee shall ensure all Equipment is plugged into an appropriately sized Uninterruptable Power Supply unit.

Section 3.07 -- Surrender: Upon the expiration or termination of this Agreement, Lessee shall, unless Lessee shall have paid in eash the Stipulated Loss Value resulting from the occurrence of one of the events identified in Section 5.02 (as defined under Article V), return such Equipment to Lessor in good repair, condition and working order, ordinary wear and tear excepted at the address specified on the signature page of this Agreement. Lessee shall be responsible for all costs associated with shipping the Equipment.

Section 3.08 -- Personal Property: The Equipment shall at all times be and remain personal property, notwithstanding that the Equipment or any part thereof may become, in any manner, affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent. Lessee agrees that, unless Lessee owns the premises in which the Equipment is to be located and said premises are not subject to any mortgage or lease, Lessee shall cooperate with Lessor to obtain a waiver from each lessor or mortgagor of the premises in which the Equipment is to be located of any rights which such lessor or mortgagor may have in respect of such item (including, but not limited to, claims against such item by reason of accession, distraint or that such item constitutes a fixture affixed to real property) and to procure for Lessor, in form acceptable to Lessor, such documents as Lessor may reasonably request.

Section 3.09 -- Defend Title: Lessee shall protect and defend the Equipment against all persons claiming against or through Lessee, at all times keep the Equipment free and clear from any legal process or other encumbrance arising by or through Lessee, give Lessor immediate written notice thereof and indemnify Lessor from any loss caused thereby. Lessee shall not move the Equipment outside the Facility as set forth in Exhibit A without the prior written consent of Lessor.

Section 3.10 -- Indemnification: Lessee hereby assumes liability for and hereby agrees to indemnify, protect, save and keep harmless the Lessor its assignees, successors or transferees, and their respective employees, officers and/or agents (herein "Indemnified Persons"), from and against any and all liabilities, damages, penalties, claims, suits, costs, and expenses and disbursements, including legal expenses of any kind and nature imposed on, incurred by, or asserted against the Indemnified Persons arising out of the leasing, ownership, use, operation and transportation of the Equipment during this Agreement and any other matter connected therewith, including but not limited to, latent and other defects whether or not discoverable by Lessor or Lessee, as well as any claim for patent, trademark or copy-write infringement. All indemnities contained in any section of this Agreement, including this Section 3.10, shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement and are expressly made for the benefit of, and shall be enforceable by any and all of the Indemnified Persons.

Section 3.11 -- Lessee Right of Purchase: During the Agreement Term (and all renewals thereol' hereunder), Lessee shall have the right of first refusal to purchase the equipment listed in Exhibit A (which includes, but is not limited to, the Equipment) at the price offered by any bona fide purchaser of such equipment. Such right of first refusal must be exercised by Lessee in writing within three (3) calendar days of being advised by Lessor that Lessor has received a valid offer to purchase said equipment.

Section 3.12 -- Lessor Right to Sell: Notwithstanding any provision to the contrary herein, if Lessor sells the Equipment, Lessor shall have the right to terminate this Agreement without any further obligation to Lessee hereunder, except that if Lessor sells the Equipment as provided hereunder and Lessee is deprived of the use of the Equipment during the then current Agreement Term, Lessor shall reimburse Lessee at a rate of the Rental Fee divided by 365 per day for each day of the then current Agreement Term which Lessee is deprived of use of the Equipment because the Equipment has been sold by Lessor.

Section 3.13 -- Lessee Representations and Warranties: Lessee hereby represents and warrants as follows:

(a) Lessee is a corporation duly organized and existing under the laws of the State of Tennessee and is in good standing under the laws of the State of Tennessee and no proceedings for the liquidation or dissolution of Lessee are pending or contemplated;

- (b) There is no action, suit or proceeding pending or threatened against or affecting Lessee before or by any court, administrative agency or other governmental authority which in any way will impair Lessee's ability to perform all of its obligations under, or which otherwise brings into question the validity of the transactions contemplated by this Agreement;
- (c) Lessee's execution, delivery, and performance of this Agreement have been duly authorized by all appropriate corporate action on the part of Lessee and the Agreement constitutes valid and binding obligations of Lessee and is enforceable against Lessee in accordance with the terms thereof, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principals of general application relating to or affecting creditors' rights generally;
- (d) Neither the execution and delivery by Lessee of the Agreement nor the consummation by Lessee of the transaction contemplated hereby conflicts with or results in a breach of any of the provisions of the certificate of incorporation or by-laws of Lessee (if applicable), or of any applicable law, judgment, order, writ, injunction. decree, rule or regulation of any court, administrative agency or other governmental authority, or of any agreement or other instrument to which Lessee is a party or by which it is bound, or constitutes a default under any provision thereof:
- (c) No consent, or approval or other authorization of or by any court, administrative agency or other governmental authority is required in connection with the execution, delivery or performance by Lessee of, or the consummation by Lessee of, the transactions contemplated by this Agreement;
- (f) To the extent requested by Lessor. Lessee shall provide Lessor: (i) with a legal opinion of Lessee's counsel in form and substance satisfactory to Lessor as to the matters set forth in subparagraphs (a) through (e) hereof and as to such other matters as Lessor may reasonably request, and (ii) with such certificates, documents or resolutions as Lessor may reasonably require in connection with the representations set forth in subparagraphs (a) through (e) hereof.

Section 3.14 - Ouict Enjoyment: Subject to the terms of this Agreement and so long as Lessee is not in default under this Agreement, Lessee shall have quiet possession and use of the Equipment during the Agreement Term.

Section 3.15 – Access: Lessee hereby acknowledges and agrees that the Equipment and Maintenance Services provided by Lessor to Lessee under this Agreement do not include access to the Internet or any other network connectivity or any network software. Lessee shall be solely responsible for acquiring, purchasing, installing, maintaining, and implementing the systems for accessing the Internet or any other network or computer system requirements, including without limitations, computer software, computer hardware, and telecommunications equipment, and all fees, costs, and expenses in connection therewith. Performance, utility, and/or functionality of the Equipment may be affected by local market network telecommunications activity, electronic mail failure, capacity and compatibility with third party communication equipment, communication software, web browsers and Internet (or Intranet) enabled software ("Interfering Technologies"). Lessor shall not be responsible for Interfering Technologies or any damages that may result from Interfering Technologies including, without limitation, loss of connection because of third party Internet Service Provider issues or loss of information/data because of an Internet Service Provider's failure to maintain connectivity.

ARTICLE IV: MAINTENANCE

Section 4.01 -- Maintenance Services: Upon payment of the applicable Rental Fee by Lessee, DCI shall provide Maintenance Services to Lessee for the relevant Agreement Term as applicable.

Section 4.02 - Telephone Support: DCI shall provide 1st Tier Equipment Support solely as specifically set forth in this Section ("1st Tier Equipment Support"). DCI will provide four (4) hour response time for pager/telephone support seven (7) days a week, twenty four (24) hours a day. Such support will include any reasonable assistance Lessee may require in using the Equipment that can be handled by telephone and remote access to the Equipment.

Section 4.03 --Costs/ No Defects: If in analyzing a suspected defect at Lessee's request, it is determined that no Defect exists or that it was caused by unauthorized modifications to the Equipment or Lessee error, Lessee shall, at DCI's discretion, pay DCI for its efforts at DCI's hourly rates then in effect, plus any other expenses actually incurred by DCI in connection with detecting or correcting such alleged defect.

Section 4.04 -- Updates: During the Agreement Term, DCI shall make Updates and Supplements available to Lessee within a reasonable time after release of such Update or Supplement. During the Agreement Term, Lessee agrees to implement, in the manner indicated, any Updates and any other error corrections provided by DCI to Lessee to maintain the continuing integrity of the Equipment. Lessee's failure to do so shall relieve DCI of any responsibility or liability for the improper operation or any malfunction of the Equipment as modified by any such subsequent Updates or corrections.

Section 4.05 – Excluded Items: Maintenance items other than those described in this Article shall not be included under the Rental Fee, including but not limited to training, support of other software, hardware, operating system services, repair of damage not caused by DCI, or any other problems determined by DCI to be outside the control and responsibility of DCI. Lessee is responsible for media (i.e. diskettes, data tapes or data communications) and distribution costs (shipping, handling and telephone charges) for the Equipment and/or any other program or data file that may be provided to Lessec.

<u>Section 4.06 -- Personnel</u>: The personnel assigned to perform the Maintenance Services shall be determined solely by DCI and shall be trained and skilled to perform the Maintenance Services in a professional manner consistent with industry standards.

Section 4.07 -- Reliance: Unless advised to the contrary in writing at the time of disclosure, DCI shall be entitled to rely on any information provided by Lessee as true and correct and Lessee shall indemnify DCI for any and all damages, liabilities and costs resulting from such reliance.

<u>Section 4.08 – Acceptance/ Schedule</u>: The Maintenance Services shall be deemed delivered by DCI and accepted by Lessee upon performance. The Maintenance Services may be performed seven (7) days a week, twenty four (24) hours a day.

<u>Section 4.09 – Equipment Failure</u>: If it is determined, in DCI's sole discretion, that the Equipment has failed or malfunctioned and cannot be repaired within a reasonable time, DCI (at DCI's expense) will dispatch by overnight commercial courier service comparable Equipment. Lessee (at Lessee's expense) will return the defective Equipment to DCI within one week.

ARTICLE V - RISK OF LOSS AND INSURANCE

Section 5.01 -- Risk of Loss: Lessee hereby assumes and shall bear the entire risk of loss, damage or destruction of the Equipment, whatever the cause.

Section 5.02 -- Stipulated Loss Value: In the event of any loss, damage or destruction of the Equipment, Lessce shall restore the Equipment to good repair, condition and working order or if, in the reasonable judgment of Lessor the Equipment is determined to be lost, stolen, destroyed or damaged beyond repair or rendered permanently unfit for normal use for any reason (or in the event of any condemnation, confiscation, seizure or requisitions of title to or use of the Equipment), pay (or cause an insurance company to pay) Lessor therefor in eash an amount equal to the Stipulated Loss Value as set forth in Exhibit A. Upon such payment, this Agreement shall terminate.

Section 5.03 -- Insurance: Lessee, at its own expense, shall keep the Equipment insured against all risks of loss or damage from fire and such other risks as are covered by endorsement commonly known as supplemental or extended coverages for not less than the Stipulated Loss Value and shall maintain public liability and property damage insurance covering the Equipment in an amount equal to the Stipulated Loss Value. Notwithstanding anything to the contrary set forth herein: (a) the amount of all insurance maintained by Lessee hereunder shall be sufficient so that neither Lessee nor Lessor shall be considered a coinsurer, and (b) Lessee shall be liable for any deductible amount contained in any such insurance policy. All such insurance shall name Lessor as additional insured but Lessee shall be entitled to receive the insurance proceeds at least up to the amount of any Stipulated Loss Value paid by Lessee. Lessee may affect such coverage under its blanket policies. All such policies shall be written by companies presently insuring Lessee or other companies reasonably satisfactory to Lessor, and certificates showing such coverage to be in effect shall be furnished to Lessor upon request. Each insurer shall agree, by endorsement upon the certificate issued by it or by an independent instrument furnished to Lessor that it will give Lessor thirty days' written notice before the policy in question shall be altered or canceled and that any proceeds shall be paid to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied (a) toward the replacement, restoration or repair of the Equipment, or (b) toward payment of the obligation of Lessee under this Agreement. Without in any way limiting the right of Lessee to make claim for, receive payment of, or execute and endorse all documents, checks or drafts received in payment for loss or damage or return of premium under any such insurance policy, Lessee hereby irrevocably authorizes Lessor to make such claim, receive such payment, and execute and endorse all such documents, checks and drafts.

Section 5.04 -- Lessor Right to Cure: In the event of any failure by Lessee to procure or maintain insurance as required under this Agreement, or to pay any fees, assessments, charges or taxes. Lessor shall have the right, but not the obligation, to procure or maintain such insurance, and to pay such fees, assessments and taxes, as the case may be. In that event, the cost thereof shall be reimbursed to Lessor by Lessee. If Lessee fails to reimburse such payment within 30 days after receiving written request therefor from Lessor, such failure shall constitute a default under this Agreement and carry with it the same consequences as failure to pay the Rental Fee.

ARTICLE VI - DEFAULT

Section 6.01 -- Events of Default: Each of the following events shall be considered an Event of Default:

- (1) Noncompliance: Excepting failure to pay Rental Fee by the first (1st) day of the Agreement Term, Lessee shall be deemed in default of this Agreement if Lessee fails to fulfill any of its obligations under this Agreement, which failure has not been cured within ten days after Lessee's receipt of written notice describing such default. The Event of Default shall be deemed to have occurred on the day of the expiration of the ten-day cure period herein provided.
- (2) <u>Failure to Pav Rental Fee:</u> Lessee shall be deemed in default of this Agreement if Lessee fails to pay the Rental Fee on the first day of the Agreement Term or before the renewal of any subsequent Agreement Term as applicable
- (3) <u>Bankruptcy:</u> Lessee shall be deemed in default of this Agreement if any proceeding under any bankruptcy act, domestic or foreign, is

commenced against Lessee or Lessee becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for any of its assets, or has wound up or liquidated, voluntarily or otherwise.

- (4) Breach of Warranty or Representation: Lessee shall be deemed in default of this Agreement if any representation or warranty made by Lessee herein, or in any document or certificate furnished Lessor in connection herewith shall prove to have been incorrect in any material respect when given.
- (5) <u>Termination of Business:</u> Lessee shall be deemed in default of this Agreement if Lessee ceases business.

<u>Section 6.02 -- Remedies:</u> When an Event of Default occurs, Lessor shall have the right to recover all rents and any other amounts due hereunder. Lessor shall also have the right to exercise either of the following options:

- Option 1 Return of Equipment and Payment: If (1)an Event of Default occurs, Lessor shall have the right to demand return of all of the Equipment rented to Lessee hereunder and to demand payment of all amounts which would thereafter have become due and payable under this Agreement for the remaining term thereof (as if such Agreement had remained in full force and effect throughout the then current Agreement Term). The Equipment shall be returned by Lessee in the manner required under Section 3.07 within thirty days of such demand. In the event such Equipment is not so returned, Lessor, at its sole option, may, with notice and process of law, enter upon the premises where such Equipment is located and take possession of and remove such Equipment, all without liability to Lessor for damage to property or otherwise, and dispose of, hold, use, operate, license, rent, or sell to others such Equipment, as Lessor may determine, all free and clear of any rights of Lessee.
- (2) <u>Option 2 -- Payment of Stipulated Value</u>: If an Event of Default occurs or if Lessee shall fail to return the Equipment as set forth in Subsection 6.02(1), Lessor shall have the right to demand that Lessee pay (and Lessee shall pay) to Lessor the Stipulated Loss Value of the Equipment.

Section 6.03 -- Additional Remedies: In addition to the remedies available to Lessor under this Agreement, Lessor shall have the right to exercise any other right or remedy which may be available to Lessor under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement. Lessee shall be liable for all reasonable expenses incurred by reason of the occurrence of any event of default or the exercise of Lessor's remedies with respect thereto, including placing the Equipment in the

condition required by Section 3.07. Whenever any payment is not made when due hereunder, Lessee shall pay the highest interest rate on such payment permitted by law from the time such payment was due until paid.

ARTICLE VII - MISCELLANEOUS

Section 7.01 -- Assignment: Lessee shall not assign, subcontract, transfer, pledge, hypothecate or otherwise dispose of this Agreement, or any interest herein, without Lessor's written consent, which shall not be unreasonably withheld.

Section 7.02 -- Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy. Therefore, Lessor shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by Lessee.

Section 7.03 -- Amendments and Modifications: Waivers, alterations, modifications or amendments of a provision of this Agreement shall not be binding as to Lessor unless such waiver, alteration, modification or amendment is in writing and signed by an authorized representative of Lessor.

Section 7.04 -- Severability: If a provision of this Agreement is rendered invalid by legislation, or by a court of last resort, the remaining provisions shall remain in full force and effect.

Section 7.05 -- Captions: The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision therein.

Section 7.06 -- Counterparts: Except as otherwise provided in this Agreement, this Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 7.07 -- Governing Law: This Agreement shall be governed by the laws of the Florida.

Section 7.08 -- Notice: Notices shall be in writing and shall be deemed delivered in person when delivered by hand or mailed postage prepaid by Certified or Registered Mail --Return Receipt Requested -- to the person and address designated by each party in writing from time to time. Notice shall be deemed given on the date of receipt -- as evidenced in the case of Certified or Registered Mail by Return Receipt.

Section 7.09 -- Pronouns/Gender: Pronouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 7.10 -- Bankruptcy: If either party must institute, defend, appear or attend a bankruptcy proceeding as a result of the filing of bankruptcy by the other party, fees and expenses shall be born by the filing party. If either

party has a bankruptcy proceeding filed against it, the other party shall recover attorney fees, expert witness fees, and other costs incurred in connection with the bankruptcy proceeding, hearing or trial. If Lessor becomes subject to a bankruptcy proceeding and the Equipment is removed from the possession of Lessee as a result thereof. Lessee shall be entitled to reimbursement from Lessor at a rate of the Rental Fee divided by 365 per day for each day thereafter of the then current Agreement Term in which Lessee does not have possession of the Equipment.

<u>Section 7.11 -- Waiver</u>: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

DCI:

DIVERSE COMPUTING, INC.

BY:______
Print Name: _____Bill Tatun
Title: _____President
Date: ______
LESSEE: ______
HAMBLEN COUNTY SHERIFF'S OFFICE
BY: ______
Print Name: ______
Title: ______
Date: _____

EXHIBIT A

ТО

EQUIPMENT RENTAL AGREEMENT

BETWEEN

DIVERSE COMPUTING, INC.

AND

HAMBLEN COUNTY SHERIFF'S OFFICE ("LESSEE")

EQUIPMENT AND AUTHORIZED FACILITY DESCRIPTION

The term "Equipment" shall mean the following computer hardware or network appliances:

NAME: Cisco Firepower 1010 (eAgent Gateway) SERIAL NUMBER TBD STIPULATED LOSS VALUE \$1,000.00

The term "Authorized Facility" shall mean: HAMBLEN COUNTY SHERIFF'S OFFICE

EXHIBIT B

ТО

EQUIPMENT RENTAL AGREEMENT

BETWEEN

DIVERSE COMPUTING, INC.

AND

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HAMBLEN COUNTY SHERIFF'S OFFICE ("LESSEE")

FEE SCHEDULE

- (1) Any capitalized term not otherwise defined in this Exhibit shall have the meaning as set forth for the same term under the Agreement. The Agreement is incorporated herein by this reference.
- (2) <u>First Rental Fee</u>: The Rental Fee for the first Agreement Term shall be following amount of money calculated as set forth below:

NAME: Cisco Firepower 1010 (eAgent Gateway Connection) Installation Fee	SERIAL NUMBER TBD	FIRST RENTAL FEE \$2,500.00 \$ 500.00

\$3,000.00 TOTAL

(3) Subsequent Rental Fees: The Rental Fee for each successive Agreement Term shall be calculated as follows:

eAgent Gateway Connection X Current Rental Fee X 3% Uplift = Rental Fee of each successive Agreement Term.

DCI:

DIVERSE COMPUTING, INC.

LESSEE:

HAMBLEN COUNTY SHERIFF'S OFFICE

By:		By:
Print Name:	Bill Tatun	Print Name:
Title:	President	Title:
Date:		Date:

Equipment Rental Agreement DCI.034a

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT ("AGREEMENT") is made as of the Effective Date by and between Diverse Computing Ine, ("DCI"), a Florida corporation with offices located at 3717 Apalachee Pkwy, Suite 102, Tallahassee, Florida 32311 and <u>HAMBLEN COUNTY SHERIFFS</u> <u>OFFICE</u> ("Licensee"), with offices located at the address specified on the signature page of this Agreement.

WITNESSETH:

WHEREAS, Licensee has requested DCI to provide Licensee with certain computer software and systems for gaining access to NCIC and TIES Information Systems for Licensee; and

WHEREAS, DCI owns certain computer software and systems for gaining access to NCIC and TIES Information Systems ("Licensed Technology"); and

WHEREAS, Licensee desires to utilize the Licensed Technology for gaining access to NCIC and TIES Information Systems; and

WHEREAS, Licensee has had an opportunity to review the Licensed Technology and is familiar with the Licensed Technology; and

WHEREAS, Licensee desires to license the Licensed Technology in accordance with the terms and conditions of this Agreement; and

WHEREAS, DCI requires that Licensee obtain and retain maintenance services for the Licensed Technology during the term of the license.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, DCI and Licensee hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

<u>Section 1.01 -- Recitals:</u> The above recitals and identification of parties are true and correct.

Section 1.02 -- Definitions: The following definitions shall apply:

- <u>Access</u>: The term "Access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.
- (2) <u>Agreement Term</u>: The term "Agreement Term" shall mean a one (1) year period of time starting on the Effective Date and renewing for one (1) year periods of time upon payment of the applicable Fees, unless earlier terminated or canceled, as provided hereunder.

- (3) <u>Application Interfaces:</u> The term "Application Interfaces" shall mean those certain interfaces, if any, identified on Exhibit A.
- (4) <u>Associate</u>: The term "Associate" shall mean an employee of DCI or an independent contractor hired by DCI.
- (5) <u>Authorized Facility</u>: The term "Authorized Facility" shall mean the facilities as identified and further defined in Exhibit A, attached hereto and by this reference incorporated herein.
- (6) <u>Authorized Person</u>: The term "Authorized Person" shall mean employees and contractors of Licensee authorized by Licensee to access the Product with a need to know Confidential Information who agree to maintain the confidentiality of such Confidential Information in consideration for receiving such Confidential Information and individuals or organizations who are authorized in writing by DCI to receive Confidential Information.
- (7) <u>Cancellation Notice</u>: The term "Cancellation Notice" shall mean that written notice sent by DCI to Licensee seeking to cancel this Agreement because of breach by Licensee.
- Confidential Information: The term "Confidential (8) Information" shall mean all information disclosed by one party to this Agreement to the other party to this Agreement that is identified by the disclosing party as proprietary or confidential at the time such information comes into the possession or knowledge of the receiving party and which is not: (i) already known to the receiving party; (ii) in the public domain: (iii) conveyed to the receiving party by a third party; (iv) released by the disclosing party without restriction; (v) independently developed by the receiving party without the knowledge of any information disclosed by the disclosing party as evidenced by the receiving party; or (vi) required by court order to be released by receiving party. For purposes of this definition, Confidential Information shall be deemed to include this Agreement, the Product and any and all information concerning this Agreement and the Product.
- (9) <u>Defect:</u> The term "Defect" shall mean programming or software design errors which substantially impair the performance, utility and functionality of the Product as represented in the Documentation and/or Supplement.
- (10) <u>Device</u>: The term "Device" shall mean each single End User computing device or Licensee computing device that accesses any of the Licensed Technology, is properly authorized through a paid

license, and that counts as a Device under the Fee structure and Exhibits $B \mbox{ and } C.$

- (11) <u>Documentation:</u> The term "Documentation" shall mean the information developed by DCI and provided to Licensee in printed or computer file format relating to the Licensed Technology, its installation and use, including any and all updates and modifications as provided by DCI to Licensee.
- (12) <u>Effective Date</u>: The term "Effective Date" shall mean the date July 1, 2025.
- (13) End User: The term "End User" shall mean an individual identified and verified as an employee or contractor of Licensee that is properly authorized under a Device and a User Agreement for such employer or contractor to access and use the Licensed Technology strictly in accordance with the terms and conditions under this Agreement and the User Agreement solely for his/her own use of the Licensed Technology as set forth in and subject to this Agreement and the User Agreement and not for further distribution or resale and who agrees to be bound by the terms and conditions of this Agreement as if the End User were Licensee.
- (14) <u>Fees</u>: The term "Fees" shall mean those certain fees charged to Licensee by DCI for the license rights, support, and/or services granted hereunder for the applicable Sublicense Term as set forth in Exhibit B, attached hereto and by this reference incorporated herein.
- (15) <u>Implement</u>: The term "Implement" and variants thereof shall mean to load, compile, and execute.
- Licensed Technology: The term "Licensed (16)Technology" shall mean that certain DCI software (including Application Interfaces, Localized Software, and Multiple User Software), in object code form only, and DCI services all as provided by DCI to Licensee or accessed via the Server by Licensee, its Named Users, or End Users as specifically identified in Exhibit A for which Licensee has paid the appropriate Fees as set forth in Exhibits B and C, and including any modifications and/or Updates provided to or accessible by Licensee, its Named Users, and/or End Users, all as may be further defined in Exhibit Α.
- (17) <u>Licensee Data</u>: The term "Licensee Data" shall mean any and all data provided or uploaded by or on behalf of Licensee to or through the Licensed Technology.
- (18) <u>Localized Software</u>: The term "Localized Software" shall mean that certain computer software (as applicable), in object code form only, identified in Exhibit A as Localized Software,

attached hereto and by this reference incorporated herein, for use solely on the Server, including any and all DCI modifications and updates to the Localized Software,

(19) <u>Maintenance Services</u>: The term "Maintenance Services" shall mean those certain services as set forth under Article IV of this Agreement.

> <u>Named User</u>: The term "Named User" shall mean a named individual identified and verified as an employee or contractor of Licensee that is properly authorized through a paid license and a User Agreement as accepted by such employee or contractor, and that counts as a Named User under the Fee structure and in Exhibits B and C under an appropriate license to access and use the applicable Licensed Technology solely for his/her own internal use of such Licensed Technology as set forth in and subject to this Agreement and the User Agreement and not for further distribution or resale.

- (20) <u>Nonpayment Notice</u>: The term "Nonpayment Notice" shall mean that written notice from DCI to Licensee alleging nonpayment under the Agreement and seeking to cancel the Agreement unless payment is rendered as provided hereunder.
- (21) <u>Multiple User Software</u>: The term "Multiple User Software" shall mean that certain computer software, in object code form only, identified as "Multiple User Software" in Exhibit A, attached hereto and by this reference incorporated herein, and including any and all DCI modifications and Updates to the Multiple User Software.
- (22) <u>Product</u>: The term "Product" shall mean the Documentation, Supplements, the applicable Licensed Technology and any additional modifications, Updates, or changes to the applicable Licensed Technology pursuant to this Agreement.
- (23) <u>Proprietary Notice</u>: The term "Proprietary Notice" shall mean a written notice displaying the following (1) the symbol © (the letter C in a circle), or the word "Copyright," or the abbreviation "Copr."; (2) the years "2001 2013"; (3) the name "Diverse Computing, Inc."; (4) the phrase "All Rights Reserved."; (5) the words "CONFIDENTIAL INFORMATION" in large upper-case letters; and (6) the words "TRADE SECRET" in large upper-case letters.
- (24) <u>Restatements</u>: The term "Restatements" shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, Section 1 of the Uniform Trade Secrets Act, and Section 1839 of Title 18 of the United States Software (18 U.S.C. §1839), as may be amended.

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- (25) Server: The term "Server" shall have the meaning as set forth in Exhibit A, attached hereto and by this reference incorporated herein.
- (26) <u>Services</u>: The term "Services" shall mean any services provided to Licensee by DCI in connection with the Licensed Technology or Product as set forth in Article IV.
- (27) <u>Supplement</u>: The term "Supplement" shall mean modifications or updates to the Documentation as provided by DCI to Licensee.
- (28) <u>Termination Notice</u>: The term "Termination Notice" shall mean that written notice sent by Licensee to DCI seeking to terminate this Agreement.
- (29) <u>Third Party Technology</u>: The term "Third Party Technology" shall mean any third-party technology developed, provided or made available by Licensee or DCI in connection with the Product or services.
- (30) <u>Unauthorized Access</u>: The term "Unauthorized Access" shall mean any access to the Product except for the exclusive purposes of using the Product for internal purposes; evaluating the performance, utility and functions of the Licensed Technology; and training Named Users and/or End Users in use of the Licensed Technology in accordance with the Documentation and any Supplements.
- (31) <u>Unauthorized User</u>: The term "Unauthorized User" shall mean any individual who accesses the Product except for: (1) Users authorized by Licensee to access the Product for the exclusive purposes of using the Product for internal uses only in accordance with this Agreement; evaluating the performance, utility and functions of the Licensed Technology; and training employees of Licensee in use of the Licensed Technology; and (2) Authorized Persons.
- (32) <u>Update</u>: The term "Update" shall mean the modifications to the Licensed Technology that have been publicly released to DCI customers without charge under standard software maintenance agreements to resolve Defects. The term "Updates" does not include new versions or upgrades of the Licensed Technology for which DCI generally charges an additional fee or any new modules or products DCI releases that are commercially sold separately.
- (33) User Agreement: The term "User Agreement" shall mean those terms and conditions set forth in substantial form as Exhibit D, attached hereto and by this reference incorporated herein.

ARTICLE II: ACCEPTANCE

<u>Section 2.01 – Delivery and Acceptance</u>: Licensee hereby acknowledges that Licensee has had an opportunity to evaluate the Licensed Technology and has had an opportunity to discuss the Licensed Technology with DCI representatives familiar with the Licensed Technology for purposes of enabling Licensee to determine whether the Licensed Technology is suitable and acceptable for Licensee. The Product shall be deemed accepted and the Services provided by DCI shall be deemed delivered by DCI and accepted by Licensee upon performance.

Section 2.02 – Cooperation/Facilities: Licensee hereby acknowledges that successful performance of DCFs obligations under this Agreement shall require Licensee to cooperate with DCI in good faith and to provide information as may be requested by DCI from time to time. Licensee hereby agrees to provide such good faith cooperation and information. Licensee shall also cooperate with DCI by granting DCI reasonable access, consistent with Licensee security procedures, including remote control access, to the Licensed Technology, as applicable, and by providing data and information reasonably required by DCI. Unless otherwise required (as determined exclusively by DCI), the Services shall be performed at the office facilities of DCI.

ARTICLE III: SCOPE OF LICENSE

Section 3.01 - DCI Grant of License: Subject to the terms and conditions of this Agreement, including without limitation, Licensee's payment of the applicable Fees to DCI as set forth in Exhibits B and C, and for the applicable Agreement Term, DCI hereby grants to Licensee and Licensee hereby accepts a revocable, non-transferable, limited, non-exclusive license to permit its authorized Named Users and/or End Users through Devices as applicable to use the Documentation and Supplements and Licensed Technology within the identified limits as set forth in Exhibits B and C, including the licensed right to download and use the Multiple User Software in object code form only. and to access and use the Localized Software in object code form only at the Authorized Facility during the Agreement Term and all subject to the terms and conditions of this Agreement and as specified in Exhibit B. DCI grants valid Named Users and End Users a license to use the applicable Licensed Technology strictly pursuant to the User Agreement, a copy of which is attached hereto in substantial form as Exhibit D, and by this reference incorporated herein. Such User Agreements shall include any and all terms and conditions set forth in Exhibit D that provide protections and/or benefits to DCI, as determined by DCI.

Section 3.02 -- Licensee Data: Licensee hereby grants DCI a worldwide and non-exclusive license to use, reproduce, and modify the Licensee Data, in whole or in part. for the purpose of maintaining the Licensed Technology or performing any services under the License. DCI shall not have the obligation to access, review, or maintain the Licensee Data except at the sole discretion of DCI. Licensee shall be responsible for

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uploading, converting, and maintaining the Licensee Data except at the sole discretion of DCI.

Section 3.03 -- License Restriction: Licensee shall not, in whole or in part, sell, rent, lease, create derivative works. modify, reverse engineer, reverse compile, or reverse assemble in any way the Product. If Licensee pays for the license to use the Localized Software under this Agreement and the Authorized Facility is located at the Licensee's facility, Licensee shall have the right to make one back-up copy of the Localized Software for "failover" to a backup system. Licensee shall not otherwise copy the Product and shall not allow the Product to be copied without the prior written consent of DCI. Licensee shall not have the right to provide any access to the Product except to Named Users and/or End Users as strictly set forth under this Agreement and shall not have the right to, or authorize third parties to, sublicense or distribute the Product. Licensee hereby represents and warrants that the Product is licensed by Licensee hereunder solely for its and its employees' own use pursuant to the terms and conditions of this Agreement and the User Agreement.

Section 3.04 -- Non-Exclusive: Licensee hereby acknowledges that the rights and licenses granted under this License are non-exclusive and do not constitute a transfer of ownership.

Section 3.05 -- Risk of Loss: Licensee shall assume visk of loss to the Product.

Section 3.06 -- Authorized Use: Licensee shall prevent Unauthorized Users from accessing the Product. Licensee shall prevent Unauthorized Access to the Product. Licensee shall promptly inform DCI of any and all Unauthorized Access (or suspected Unauthorized Access) and Unauthorized Users (or suspected Unauthorized Users) of which Licensee has knowledge or suspicion.

Section 3.07 – Users: Licensee shall require each Named User and End User (or otherwise any individual that uses the Licensed Technology and is required to be a Named User or End User, as applicable, under this Agreement) that is not an employee of Licensee to agree to a User Agreement and to abide by any privacy statement provided by DCI. All such Named Users, End Users, and/or such individuals shall use the Licensed Technology strictly subject to the User Agreement. Licensee and DCI hereby agree that DCI shall be either a direct party or an intended third party beneficiary with vested rights in each User Agreement.

Section 3.08 – Third Party Technology: Licensee hereby acknowledges and agrees that Third Party Technology, such as the Operating System (OS) and network software may be required to fully implement and use the Product. DCI shall have no obligation to supply, provide or deliver to Licensee, End Users, or the Named Users the Third Party Technology or otherwise participate in the acquisition of Third Party Technology by Licensee, End Users, or Named Users. Licensee shall be solely responsible for acquiring, maintaining, and updating all Third Party Technology necessary to implement and use the Product, including all costs, fees, and expenses in connection therewith. Licensee shall be responsible for obtaining all necessary licenses, authorizations, and rights for Licensee, End Users, and/or the Named Users to acquire and use the Third Party Technology.

Section 3.09 – Government Restricted Rights: The Product is provided to non-DOD agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19 as may be amended. In the event the sale is to a DOD agency, the government's rights in software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 and DFARS 227.7202 as may be amended. The Manufacturer is Diverse Computing, Inc. 3717 Apalachee Pkwy, Suite 102, Tallahassee, FL 32311.

Section 3.10 – Export Laws: Licensee hereby acknowledges that the Product is of U.S. origin. The Product, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import software. Licensee hereby represents that Licensee has not had its export privileges suspended, revoked, or denied by a U.S. government agency.

Section 3.11 – Federal and State Regulations: Both parties agree to comply with all applicable provisions of the Federal and State administrative Rules and Regulations, in regards to products/services delivered under this Agreement. Both parties agree not to use or disclose any information concerning products/services provided to Licensee for any purposes not in conformity with state regulations and Federal law or regulations except upon written consent.

ARTICLE IV: MAINTENANCE

Section 4.01 -- Maintenance Services: Upon payment of the applicable Fees by Licensee, DCI shall provide Maintenance Services to Licensee for the relevant Agreement Term as applicable.

Section 4.02 – Server Support: DCI shall provide 1st Tier Server Support solely as specifically set forth in this Section ("1st Tier Server Support"). DCI will provide one (1) hour response time for pager/telephone support 24X7 for troubleshooting and diagnosis of the Licensed Technology and Active Directory via remote access.

Section 4.03 -- Telephone Support: DCI shall provide 2nd Tier User Support solely as specifically set forth in this Section ("2nd Tier User Support"). DCI will provide four (4) hour response time for pager/telephone support Monday

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through Friday, 9AM to 5PM EST (holidays excluded). Licensee shall designate a maximum of two personnel as points of contact for Licensee. Such support call can only be initiated from one of the points of contact. Such support will include any reasonable assistance the points of contact may require in using the Product that can be handled by telephone.

Section 4.04 --Costs/ No Defects: If in analyzing a suspected defect at Licensee's request, it is determined that no Defect exists or that it was caused by unauthorized modifications to the Product or Licensee error, Licensee shall, at DCI's discretion, pay DCI for its efforts at DCI's hourly rates then in effect, plus any other expenses actually incurred by DCI in connection with detecting or correcting such alleged defect.

Section 4.05 -- Updates: During the Agreement Term, DCI shall make Updates and Supplements available to Licensee within a reasonable time after release of such Update or Supplement. During the Agreement Term, Licensee agrees to implement, in the manner indicated, any Updates and any other error corrections provided by DCI to Licensee to maintain the continuing integrity of the Product. Licensee's failure to do so shall relieve DCI of any responsibility or liability for the improper operation or any malfunction of the Product as modified by any such subsequent Updates or corrections.

Section 4.06 – Excluded Items: Maintenance items other than those described in this Article shall not be included under the Fees, including but not limited to training, support of other software, hardware, operating system services, repair of damage not caused by DCl. or any other problems determined by DCl to be outside the control and responsibility of DCI. Licensee is responsible for media (i.e. diskettes, data tapes or data communications) and distribution costs (shipping, handling and telephone charges) for the Product and/or any other program or data file that may be provided to Licensee.

<u>Section 4.07 -- Personnel</u>: The personnel assigned to perform the Services shall be determined solely by DCI and shall be trained and skilled to perform the Services in a professional manner consistent with industry standards.

Section 4.08 -- Reliance: Unless advised to the contrary in writing at the time of disclosure, DCI shall be entitled to rely on any information provided by Licensee as true and correct and Licensee shall indemnify DCI for any and all damages, liabilities and costs resulting from such reliance.

Section 4.09 – Acceptance/Schedule: The Services shall be deemed delivered by DCI and accepted by Licensee upon performance. The Services shall be performed only during normal working hours on all non-holiday weekdays, Monday through Friday.

ARTICLE V: PAYMENT

Section 5.01 – Fees: Licensee shall pay DCI the applicable Fees payable in advance on or prior to the Effective Date and

on or prior to each succeeding anniversary of the Effective Date (each succeeding Agreement Term) for each whole or partial year in which such applicable product, service, and/or support is licensed and/or such applicable Devices, Interfaces, locations, and/or Named Users, receive access to the Licensed Technology. Any increase in the Fees per Named User, Devices, locations, or Localized Software package for any subsequent Agreement Term shall not exceed lifteen percent (15%) of the Fee for the immediately prior Agreement Term and/or Annual Periods, as applicable.

Section 5.02 -- Services: Except for services that are provided in exchange for the Fees in Exhibits B and C, namely Updates. Server Support under section 4.02, and/or Telephone Support under Section 4.03, any services provided by DCI to Licensee in connection with the Product shall be provided at the time and material rates of DCI prevailing at the time such services are rendered. Any travel time will be charged at DCI's then prevailing hourly rate for services completed.

Section 5.03 -- Costs: Licensee shall pay all direct costs and expenses incurred by DCI in providing any services pursuant to this Agreement excluding Server Support under Section 4.02 and Telephone Support under Section 4.03. Such direct costs shall include (without limitation) postage, telephone, travel, per diem, material and reproduction costs.

Section 5.04 -- Invoicing and Payment: DCI shall invoice Licensee for any fees and direct costs incurred by DCI in providing services under this Agreement excluding Server Support under Section 4.02 and Telephone Support under Section 4.03. Such invoice shall be accompanied by receipts evidencing such costs. Licensee shall pay any such invoice in full within thirty (30) days of receipt.

Section 5.05 -- Taxes: Licensee shall pay any and all applicable taxes as invoiced and reasonably documented by DCI (excluding federal income taxes assessed against DCI). Licensee hereby acknowledges and agrees that the fees and amounts invoiced by DCI for performance of services under this Agreement do not include services, sales, use, excise or personal property taxes or any state or local income taxes. Licensee shall not withhold any such taxes from any amounts invoiced by DCI for providing any services and Licensee shall indemnify DCI for any and all such taxes, including any interest and penalties. Licensee will pay all such taxes, levies or similar governmental charges unless Licensee is able to provide DCI with a certificate of exemption acceptable to the taxing authority that shall enable DCI to also validly and permanently avoid paying the otherwise applicable tax associated with such exemption for Licensee. The burden of proving such exemption and valid avoidance of tax payment for both Licensee and DCI shall be the responsibility of Licensee.

Section 5.06 -- Payment: Licensee shall pay DCI all amounts due in U.S. Dollars. Licensee shall remit payment to DCI in accordance with DCI's stated instructions. All payments to DCI shall be without deduction or set-off of any kind by

Licensee. In addition to any other rights and remedies DCI may have, if any payment due to DCI is not made on the due date: (a) Licensee shall pay interest on the overdue undisputed amount at the lesser of the rate of eighteen percent (18%) per annum or the highest amount permitted under applicable law; (b) DCI may, upon the provision of advance written notice of at least five (5) business days and an opportunity to cure within the five (5) day period, refuse access to the Licensed Technology to all of Licensee's End Users and/or Named Users if Licensee is over sixty (60) days past due on any payment, except to the extent such past due payments are in good faith dispute; (c) DCI may suspend further deliveries and/or any services or support of any kind to Licensee, its End Users, and/or Named Users until all sums overdue from Licensee have been paid in full; and (4) all sums invoiced by DCI shall become immediately due and payable in full.

Section 5.07 – Refund: Notwithstanding anything to the contrary, if this Agreement is terminated or canceled, DCI shall retain all payments, fees, and direct costs paid by Licensee to DCI under this Agreement before the termination or cancellation date (as the case may be), including (without limitation) any and all Fees and any payments to DCI in anticipation of services rendered by DCI to Licensee hereunder.

Section 5.08 -- Insurance: Licensee and DCI shall each maintain at their own expense all necessary insurance, including but not limited to, workmen's compensation, disability, and unemployment insurance as well as public liability, product liability, property damage, and automobile liability insurance against all losses, claims, demands, proceedings, damages, costs, charges and expenses for injuries or damage to any person or property arising out of or in connection with this Agreement that are the result of the fault or negligence of such party. Each party shall provide the other party with certification of such insurance upon request.

ARTICLE VI: TERMINATION

Section 6.01 -- Termination Limitations: This Agreement shall only be terminated or canceled as provided under this Article.

Section 6.02 -- Term: This Agreement shall be valid for the Agreement Term. The Agreement Term shall renew at the end of the first Agreement Term and at the end of each subsequent Agreement Term for a period of one (1) year upon Licensee's payment of the applicable subsequent Fees unless terminated at least thirty (30) days in advance of the end of the first Agreement Term or subsequent Agreement Term. as applicable, by written notice from one party to the other party to this Agreement.

Section 6.03 -- Termination: Licensee may terminate this Agreement for convenience upon providing fifteen business days Termination Notice to DCI.

<u>Section 6.04 – New Releases</u>: In the event DCI releases a new version of the Licensed Technology or Product or the applicable Licensed Technology reaches its end of life, or is no longer available for distribution by DCI and there will be no more enhancements from DCI ("End of Life Software"), DCI will provide support for the then current Agreement Term. Thereafter DCI may choose not to renew maintenance for such Agreement Term for such prior release or End of Life Software.

Section 6.05 -- Cancellation for Cause: If Licensee violates its obligations under this Agreement DCI may cancel this Agreement by sending Cancellation Notice describing the noncompliance to Licensee. Upon receiving Cancellation Notice. Licensee shall have ten business days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required ten day period, DCI shall have the right to cancel this Agreement as of the eleventh business day after the date of the Cancellation Notice. This Agreement may be terminated immediately by DCI, in DCI's sole discretion, in the event Licensee provides notice of change of control or requests consent to assign this Agreement to a competitor of DCI.

Section 6.06 - Effect of Termination or Cancellation: Upon termination or cancellation of this Agreement, Licensee shall promptly (i) cease and desist any and all Licensee, End User, and Named User use of the Product; (ii) return or, if so directed, destroy any copies of the Confidential Information in the possession or control of Licensee, End Users, and/or Named Users, and any copies of the Product in the possession or control of Licensee, End Users, and/or its Named Users; and (iii) provide DCl with a certificate of compliance with this section signed by an authorized representative of Upon termination or cancellation of this Licensee. Agreement pursuant to Section 6.05 (Cancellation for Cause), Section 6.07 (Nonpayment), or Section 6.08 (Cancellation for Bankruptcy), DCI shall have the right to immediately disable Licensee's use of the Licensed Technology. Licensee shall take immediate steps to remove such Sublicensee, End User, and Named User's ability to access the Licensed Technology, or access the functionality of the Licensed Technology and return to DCI such Licensee, End User, and Named User's Licensed Technology (if any), including any Documentation, electronic media, instructions and all related materials furnished to such Licensee, End User, and/or Named Users.

Section 6.07 -- Nonpayment: Notwithstanding anything to the contrary, Licensee's failure to pay an invoice when due shall be sufficient cause for cancellation of this Agreement by DCI as provided hereunder. DCI shall exercise such right of cancellation by submitting Nonpayment Notice to Licensee. Upon receipt of Nonpayment Notice, Licensee shall have five business (5) days to cure the nonpayment. If Licensee fails to cure the nonpayment within such five (5) business days, DCI shall have the right to cancel this Agreement as of the sixth (6th) business day after the date Licensee received the Nonpayment Notice. Licensee termination for nonpayment for any Fees shall automatically terminate Licensee's license rights granted under this Agreement. Termination of the

license rights granted under this Agreement shall immediately terminate any and all Maintenance Services to Licensee provided under this Agreement. In the event Licensee terminates its license rights granted under this Agreement, any reinstatement or re-licensing of such license rights to Licensee will require payment by Licensee of a license fee at the then current rates for new DCI customers at the sole discretion of DCI.

Section 6.08 – Cancellation for Bankruptey: DCI shall have the right to cancel this Agreement immediately by written notice to Licensee in the event: (i) of an assignment by Licensee for the benefit of creditors; (ii) of Licensee's admitted insolvency; (iii) of Licensee's dissolution or loss of charter by forfeiture; (iv) Licensee is adjudged bankrupt or insolvent by a United States court of competent jurisdiction; (v) a trustee or receiver is appointed for Licensee or its assets or any substantial part thereof: (vi) Licensee files a voluntary petition under any bankruptcy or other similar law providing for its reorganization, dissolution or liquidation; or (vii) Licensee consents to the appointment of a receiver or a trustee for itself or its assets or any substantial part thereof.

Section 6.09 – Final Invoice: Within thirty (30) days after the termination or cancellation of this Agreement, DCI shall invoice Licensee for any outstanding amounts due. Licensee shall pay any and all such amounts in full within thirty (30) days after the date such invoice is received.

ARTICLE VII: WARRANTY

Section 7.01 - TIES Warranty: DCI acknowledges that meeting TIES's current implementation requirements is a major component to the value provided by the Licensed Technology. To this end, DCI warrants that DCI will, within a commercially reasonable time period after receipt of notice from TIES, test and install necessary updates as mandated by the TIES to maintain compatibility between the Licensed Technology and current TIES implementation requirements free of charge to Licensee if made available generally and at no charge to DCI's customer base. Notwithstanding any language to the contrary in this Agreement, Licensee's sole and exclusive remedy for any breach of any warranty set forth in this Section is to return the failing item of Licensed Technology and related services and receive a refund of all fees paid by Licensee to DCI hereunder for such Licensed Technology and related services from the date the matter was first reported to DCI. Notwithstanding anything to the contrary and for clarification purposes, the Licensed Technology is required to meet the implementation requirements for the current TIES information systems only as such systems may be reasonably updated by TIES., DCI shall no longer be required or responsible for providing connectivity and/or compatibility to the TIES information systems if TIES replaces the TIES information systems currently in place as of the Effective Date with a substantively different system, rather than TIES providing compatibility updates to the TIES information system currently in place.

SECTION 7.02 DISCLAIMER: THE WARRANTY SET FORTH IN SECTION 7.01 IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. THE WARRANTIES SET FORTH IN SECTION 7.01 IS LIMITED TO THE LICENSED TECHNOLOGY AND DOES NOT APPLY TO ANY THIRD PARTY SOFTWARE OR TECHNOLOGY. EXCEPTING THE WARRANTIES EXPRESSLY ACKNOWLEDGED HEREUNDER, DCI HEREBY DISCLAIMS AND LICENSEE HEREBY WAIVES ALL WARRANTIES (EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WARRANTIES OF INCLUDING ANY WARRANTY OF DESIGN OR ANY PATENT, TRADEMARK OR PROPRIETARY KNOW-HOW WARRANTIES.

Section 7.03 -- Product Modifications: Licensee shall not modify the Product without the prior written consent of DCI. If the Product is modified by any party other than DCI. DCI shall be discharged from any further obligations under this Agreement and DCI shall own any such modifications. Any such discharge shall not affect the obligations of Licensee which shall be continuing and binding despite such discharge.

Section 7.04 -- Limitation of Damages: DCI shall not be liable in any event to Licensee for any lost profits or indirect, special, consequential, exemplary, incidental or punitive damages, including but not limited to, loss of use, loss of data, loss of monies deposited, removal of software, and liability to third parties, whatever the cause, regardless of the form of action, whether in contract or in tort, including negligence, and regardless of whether DCI has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. Notwithstanding any provision to the contrary, the liability of DCI for any reason and for any cause of action whatsoever in connection with this Agreement and the Product shall be limited to the amount of money received by DCI from Licensee pursuant to this Agreement. Licensee hereby releases DCI from all obligations, liability, claims or demands in excess of the limitations specified in this Section. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. SOME STATES DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Section 7.05 -- Force Majeure: DCI shall not be liable for any failure to perform its obligations under this Agreement because of circumstances beyond the control of DCI, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of governments, transportation delays, power failure, computer failure, telecommunications failure, industrial disturbances, acts of GOD, floods, lightning,

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shortages of materials, rationing, earthquakes, casualty, acts of the public enemy, insurrections, embargoes, blockages, temporary unavailability of qualified service personnel at DCI's office due to support calls received before Licensee's call, failure of Licensee to cooperate with the reasonable requests of DCI, misuse of the Licensed Technology or Product by Licensee, End Users, or Named Users, breach of this Agreement by Licensee, and any other events reasonably beyond the control of DCI.

Section 7.06 -- Licensee Indemnification: To the extent permitted by law, Licensee shall release, defend, indemnify and hold harmless DCI and its officers, directors, employees, consultants and agents, from and against any and all claims. actions, liability, expenses, costs or losses arising from or in connection with: (i) access to and/or use of the Product by Licensee its End Users and/or Named Users (including, without limitation, any claim by third parties for breach of warranty, negligence, libel, slander, invasion of privacy or false advertising); (ii) access to the Product by Licensee, its End Users, and/or Named Users; (iii) any use, modification, or performance of the Product; (iv) the Maintenance Services; (v) the acts (or any failure to act) of Licensee, its End Users, and/or its Named Users hereunder; (vi) any breach by Licensee, its End Users, and/or Named Users of the obligations of Licensee hereunder; (vii) or any creation of derivative works based on the Product. Licensee hereby releases DCI from (and hereby waives) any and all claims and rights of Licensee under any previous or current license, maintenance or support agreement, if any.

Section 7.07 – NCIC License: Licensec hereby represents and warrants that Licensee has acquired the necessary rights to validly access and use NCIC and TIES and that Licensee shall retain such rights for the applicable Agreement Term.

Section 7.08 -- Licensee Data Warranty: Licensee hereby represents and warrants that Licensee possesses all necessary rights, title, and interest in the Licensee Data free and clear of any encumbrances, third-party interests, and restrictions for purposes of using the Licensed Technology and any services under this License.

Section 7.09 -- Lawful Purpose: Licensee represents and warrants that Licensee Data and all Licensee access to the Licensed Technology and any services shall not violate any contract, statute, rule, regulation, or other obligation under which Licensee is bound.

Section 7.10 -- Continuation: The terms and provisions of this Article shall survive termination and cancellation of this Agreement.

ARTICLE VIII: INTELLECTUAL PROPERTY

Section 8.01 -- Ownership and Title: Title to the Product, including ownership rights to patents, copyrights, trademarks, trade secrets and any and all derivative works in connection therewith shall be the exclusive property of DCI. The

Product shall not be deemed a "work made for hire" under the U.S. Copyright Act, 17 U.S.C. §101, et seq. Except as provided under Section 3.01, Licensee hereby acknowledges and agrees that Licensee shall not have or accrue any rights, title or ownership interests to the Product including any ownership rights to patents, copyrights, trademarks and trade secrets therein. Licensee hereby assigns, transfers and conveys to DCI any and all rights, title and interests Licensee may have or accrue in the Product including (without limitation) any and all copyrights, trade secrets and patents in connection therewith. Licensee shall not contest or aid in contesting the ownership or validity of the trademarks, service marks, trade secrets or copyrights of DCI. Licensee shall fully cooperate with DCI and provide DCI any and all assistance reasonably requested by DCI for purposes of securing, maintaining and enforcing any and all rights, title and interests DCI may have or accrue in the Product. This Agreement and the License granted herein are not a sale of a copy of the Product and do not render Licensee the owner of a copy of the Product. Ownership of the Product and all components and copies thereof shall at all times remain with DCI, regardless of who may be deemed the owner of the tangible media in or on which the Product may be copied, encoded or otherwise fixed.

Section 8.02 -- Confidential Information: Licensee shall maintain Confidential Information of DCI in strict confidence. Licensee shall not disclose Confidential Information of DCI except to Authorized Persons. Licensee shall not duplicate, use or disclose Confidential Information of DCI except as otherwise permitted under this Agreement. DCI shall not disclose Confidential Information of Licensee to any third party except as may be necessary for DCI's performance of this Agreement.

Section 8.03 -- Trade Secrets: Licensee hereby acknowledges and agrees that the Confidential Information of DCI derives independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and from not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts by DCI under the circumstances to maintain its secrecy; and is a trade secret of DCI as defined under Chapter 688 of the Florida Statutes [§688.002(4)] and the Restatements.

Section 8.04 -- Proprietary Notices: Licensee shall not remove or alter any trade secret or copyright notices or proprietary legends displayed by DCI in connection with the Product. Licensee shall take such reasonable security precautions as necessary to prevent unauthorized copying or disclosure of the Product and shall insure that ownership of the Product by DCI is disclosed by prominent and appropriate display of DCI's Proprietary Notice and any other trade secret and copyright notices on each and every part of the Product and by prominent and appropriate display of the DCI trade name and trademarks on the Product.

Section 8.05 -- Employee Pirating: Licensee shall not induce

or solicit (directly or indirectly) any Associate to leave the employ or hire of DCI. Licensee shall not engage (directly or indirectly) the services of such Associate (as an employee, consultant, independent contractor, or otherwise) without advance written consent of DCI.

Section 8.06 – Noncompetition: Licensee agrees that Licensee shall not create, license, sublicense, market, or distribute any software similar to or competitive with the Product.

<u>Section 8.07 -- Continuation</u>: The terms and provisions of this Article shall survive termination and cancellation of this Agreement.

ARTICLE IX: MISCELLANEOUS

Section 9.01 -- Assignments: All assignments of rights under this Agreement by Licensee without the prior written consent of DCI shall be void.

Section 9.02 -- Public Announcement: All public announcements of the relationship of DCI and Licensee under this Agreement shall be subject to the prior written approval of DCI.

Section 9.03 - Entire License: This Agreement contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning licensing of the Product. In the event of a conflict, discrepancy, or inconsistency between this Agreement and any other agreement, the terms and provisions of this Agreement shall prevail and control.

Section 9.04 -- Amendments and Modifications: Alterations, modifications or amendments of a provision of this Agreement shall not be binding unless such alteration, modification or amendment is in writing and signed by DCI and Licensee.

Section 9.05 - Severability: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise such provision shall be ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provision softhis Agreement or the application of the provision to the other parties or other circumstances.

Section 9.06 -- Captions: The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 9.07 -- Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an

original, but which together shall constitute one and the same instrument.

Section 9.08 -- Governing Law: This Agreement is governed by the laws of the State of Florida, as if performed wholly within the state and without giving effect to the principles of conflict of law. Venue shall be Leon County, Tallahassee, Florida

Section 9.09 -- Notice: Notices shall be in writing. Notices shall be deemed delivered when delivered by Certified or Registered Mail – Return Receipt Requested, by commercial overnight delivery service or by hand to the address set forth below for DCI and to the address set forth on the signature page of this Agreement for Licensee. Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt and in the case of commercial express delivery by electronic or written delivery confirmation.

DCI: <u>Address</u>: Diverse Computing, Inc. 3717 Apr Suite 102 Tallabase

3717 Apalachee Pkwy, Suite 102 Tallahassee, Florida 32311

Section 9.10 -- Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 9.11 -- Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waivers of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the party waiving such provision.

Section 9.12 -- Relationship of the Parties: It is agreed that the relationship of the parties is primarily that of licensee and licensor. Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

Section 9.13 -- Arbitration: Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration (with injunction rights) in accordance with the Commercial Arbitration Rules of the American Arbitration Association in the City of Tallahassee, Florida. Judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof, unless a subsequent request for reconsideration has been filed by either party under this section. Three qualified arbitrators shall be appointed in accordance with the Commercial Arbitration Rules (excluding Expedited Procedures) of the American Arbitration Association and this Agreement. Such qualified arbitrators shall be members of the Florida Bar and shall have at least four years of experience in technology law matters. Each party shall have the right of discovery as set

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forth in the Federal Rules of Civil Procedure. A stenographer shall be present at the arbitration proceedings and the stenographic record shall be the official record of the proceeding. The arbitration award shall be in writing and shall include findings of fact and conclusions of law. Each party shall have the right of appeal of any decision by the arbitrators by filing a request for reconsideration of any arbitration decision with the American Arbitration Association within ninety days of receiving such decision. Upon receiving such request for reconsideration, the American Arbitration Association shall reconsider the matter de novo using a different panel of three appellate arbitrators and the foregoing procedures. Such panel of appellate arbitrators shall be selected using the same procedures as used to select the original arbitrators. Each party shall pay an equal share of the fees and expenses of the arbitrators and administrative fees and expenses of arbitration. Florida Statute § 682 shall apply.

Section 9.14 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate as of the Effective Date to the best of their knowledge.

Section 9.15 - Binding Authority: This Agreement is binding upon each party to this Agreement, including its respective officers, agents, servants, employees, attorneys, licensees, related companies, heirs, assigns, and successors.

Section 9.16 -- Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

Section 9.17 -- Equitable Remedies: The parties hereby acknowledge that in certain cases damages at law may be an inadequate remedy to DCI. Therefore, in such cases DCI shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by Licensee.

Section 9.18 -- Survival: Articles I, VII, VIII, IX and Sections 3.09, 5.05, 5.06, 5.07, 6.06 and 6.09 shall survive termination and cancellation of this Agreement. IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

DCI:

DIVERSE COMPUTING, INC.

BY:_____

Print Name: _____ William Tatun

Title:_____President

Date:_____

LICENSEE: HAMBLEN COUNTY SHERIFF'S OFFICE

BY:_____
Print Name:_____
Title:

Date:_____

EXHIBIT A TO SOFTWARE LICENSE AND MAINTENANCE AGREEMENT BETWEEN

DIVERSE COMPUTING, INC.

AND

HAMBLEN COUNTY SHERIFF'S OFFICE ("LICENSEE")

SOFTWARE AND FACILITY DESCRIPTION

The term "Server" shall mean one of the following (please check as applicable):

□ a single computer system (including operating system software) compatible with the Licensed Technology that is owned (or leased) by Licensee and located at the specific Authorized Facility of Licensee, namely ______. Licensee shall be required to pay for a license under this Agreement for the Localized Software located at the specific Authorized Facility of Licensee, which contains the server side components.

 \boxtimes a single computer system (including operating system software) compatible with the Licensed Technology that is owned (or leased) by DCI for which Licensee has a valid licensed right to access and is located at an Authorized Facility that is identified as either a DCI facility or a third party authorized location. Licensee shall not be required to pay for a license under this Agreement for the Localized Software located at the Authorized Facility of DCI or such authorized third party, which contains the server side components.

The Authorized Facilities of Licensee are located at (please check as applicable):

HAMBLEN COUNTY SHERIFF'S OFFICE

The term "Localized Software" shall mean the following computer software packages in object code (please check as applicable if licensed):

Agent Server
 Agent Manageable Archive of Retrievable Transactions (MART) Software (server side components)
 Agent Client Manager (ECM) Software (server side components)

The term "Multiple User Software" shall mean the following computer software in object code:

Agent 2.0
 Agent X2 Advanced Authentication
 Agent Manageable Archive of Retrievable Transactions (MART) Software (User Interface)
 Agent Client Manager (ECM) Software (User Interface)

EXHIBIT B TO SOFTWARE LICENSE AND MAINTENANCE AGREEMENT BETWEEN

DIVERSE COMPUTING, INC.

AND

HAMBLEN COUNTY SHERIFF'S OFFICE ("LICENSEE")

FEES

Any capitalized term not otherwise defined in this Exhibit shall have the meaning as set forth for the same term under the Agreement incorporated herein by this reference.

The Fees shall be calculated as follows:

Licensee shall pay to DCI the Fees as set forth below payable in advance on or prior to the Effective Date and on or prior to each succeeding anniversary of the Effective Date for each whole or partial year in which such applicable product, service, or support is licensed and/or such applicable Devices, Application Interfaces, locations, and/or Named Users, receive access to the Licensed Technology. All amounts are in US Dollars. An individual Device may have one or more End User.

Licensee shall also pay to DCI the applicable Fees established in this Exhibit on a pro-rated basis for each additional number of Devices, Named Users, Application Interfaces, and/or locations as applicable that access the Licensed Technology per year or partial year, payable in advance in the month immediately succeeding the month in which such additional Devices, Named Users, Application Interfaces, and/or locations first receive access to the Licensed Technology. Thereafter the Fees for such additional number of Devices, Named Users, Application Interfaces, and/or locations shall be payable on or prior to each succeeding anniversary of the Effective Date with the applicable Fees for all other Product, support, and/or services.

Subject to the terms and conditions of the Agreement, DCI agrees to license the Licensed Technology services, and/or support to Licensee at the Fees and terms established in this Exhibit. Following the initial Agreement Term, DCI will provide sixty (60) days' notice of any Fee increase.

Product/Service eAgent 2.0		75	<u>Amount</u> _Named Users	<u>Annual Fee</u> YES	Price/Fee <u>\$ 10,500,00 1st Year Fee</u>
The initial Fee(s) shal *The cost of the abov	l be an amount of money e e referenced Product/Servic	qual to ce will inc	rease by 3% annual	ly on the annivers	<u>\$ 10.500.00 1st Year Fee*</u> . ary of the Contract Effective Date.
DCI: DIVERSE COMPUT	ING, INC.		LICENS HAMBI		HERIFF'S OFFICE
By:			By:		
Print Name:W	Tilliam Tatun		_ Print Na	ine:	
Title: Pr	esident				
Date:			_ Date:		

EXHIBIT D TO SOFTWARE LICENSE AND MAINTENANCE AGREEMENT BETWEEN

DIVERSE COMPUTING, INC,

AND

HAMBLEN COUNTY SHERIFF'S OFFICE ("LICENSEE")

USER AGREEMEN'T

THIS USER LICENSE AGREEMENT ("AGREEMENT") CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND DIVERSE COMPUTING, INC., A FLORIDA CORPORATION WITH PRINCIPLE OFFICES AT 3717 Apalachec Pkwy, SUITE 102, TALLAHASSEE, FLORIDA 32311 ("DCI") AND STATES THE TERMS AND CONDITIONS UNDER WHICH YOU MAY USE THE LICENSED TECHNOLOGY AND DOCUMENTATION ("PROPRIETARY INFORMATION"). BY CLICKING ON THE "ACCEPT" BUTTON, OPENING THE PACKAGE, DOWNLOADING THE LICENSED TECHNOLOGY, USING THE EQUIPMENT THAT CONTAINS THE LICENSED TECHNOLOGY, OR USING OR ACCESSING THE LICENSED TECHNOLOGY, YOU INDICATE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT YOU SHALL NOT USE OR ACCESS THE PROPRIETARY INFORMATION AND YOU SHALL EITHER: CLICK THE "DO NOT ACCEPT" BUTTON, RETURN THE PROPRIETARY INFORMATION TO THE PLACE OF PURCHASE FOR A REFUND, OR NOT DOWNLOAD THE LICENSED TECHNOLOGY.

Section 1 -- License Grant: Your Agency has entered into a Software License and Maintenance Agreement with DCI for the licensing of the Multiple User Software, Localized Software and other software ("Software License and Maintenance Agreement"). Your use of the Licensed Technology is strictly subject to the terms and conditions of the Software License and Maintenance Agreement in addition to this Agreement. Your use of the Licensed Technology is either pursuant to a Single User License Grant or a Multiple-Users License Grant, as applicable. Subject to the terms and conditions of the Software License and Maintenance Agreement and this Agreement, under a Single User License Grant if applicable. DCI and its suppliers grant to you a non-exclusive and non-transferable license to access and use for the License Term the Documentation and to use the Licensed Technology in object code form only solely on a single central processing unit owned or leased by Agency or otherwise embedded in equipment provided by DCI solely via the Password, if any, and solely for the purposes of the Named User and/or End User, as applicable, as intended under this Agreement. Subject to the terms and conditions of the Software License and Maintenance Agreement and this Agreement, under a Multiple-Users License Grant if applicable, DCI and its suppliers grant to you a non-exclusive and non-transferable license to access and use for the License Term the Documentation and to use the applicable Licensed Technology in object code form only: (i) installed in a single location on a hard disk or other storage device; or (ii) provided the Licensed Technology is configured for network use, installed on a single file server for use on a single local area network for either (but not both) of the following purposes: (a) permanent installation onto a hard disk or other storage device or (b) use of the Licensed Technology over such network. You ("User") may only use the programs contained in the Licensed Technology: (i) for which Agency has paid a fee (or in the case of an evaluation copy, those programs Agency is authorized to evaluate); (ii) for which User has received a Proprietary Information authorization key ("PAK"); (iii) solely for the User purposes intended under this Agreement; (iv) and solely via the Password, if any. This license may not be sublicensed. The term "Licensed Technology" shall mean the applicable Licensed Technology as defined in the Software License and Maintenance Agreement and all updates, upgrades, and revisions, as made available to you by DCI under the Agreement. The term "Documentation" shall mean that certain software user's guide, as provided by DCI to your Agency under the Software License and Maintenance Agreement.

<u>Section 2 – Password/Access</u>: You may receive a password or passwords assigned to you for purposes of enabling you to access the Licensed Technology ("Password") during the term of this Agreement. You hereby accept responsibility for, and shall be liable for, all access to the Licensed Technology in connection with the Password. You shall be responsible for the confidentiality and maintenance of the Password and you shall not assign the Password. Any such assignment shall be void.
<u>Section 3 -- Protection of Information</u>: The Product is deemed confidential information and contains trade secrets and/or copyrighted materials. You shall hold such Product in strict confidence. You shall not disclose the Product to any third parties. You shall prevent any unauthorized access or use of the Product. You shall implement reasonable security measures to protect the Product. You shall abide by any policy statement of DCI in connection with the Product as provided to you by DCI or the Agency. This section shall survive termination of this Agreement.

Section 4 -- Intellectual Property Rights: You hereby agree that the Product, including without limitation and any and all derivative works whether or not authorized, shall be the sole and exclusive property of DCI and DCI shall own all rights, title and interests to the Product. This section shall survive termination of this Agreement.

Section 5 -- Prohibitions: You agree that you shall not: (i) duplicate the Product; (ii) decompile, decrypt, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Licensed Technology (or any portion thereof) by any means whatsoever; (iii) remove any Product identification, copyright, or other such notices: (iv) provide, lease, lend, use for timesharing or outsourcing or hosting, or otherwise allow third parties to use or benefit from the Product; (v) modify, incorporate into other software, or create a derivative work of any part of the Licensed Technology; (vi) assign this Agreement without the express written consent of DCl; or (vii) export the Product or allow the Product to be exported. This section shall survive termination of this Agreement.

SECTION 6 -- DISCLAIMER: THE LICENSED TECHNOLOGY IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY. DCI AND ITS SUPPLIERS HEREBY DISCLAIM AND YOU HEREBY WAIVE ALL WARRANTIES. EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY AND ALL IMPLIED WARRANTIES OF (I) FITNESS FOR A PARTICULAR PURPOSE; (II) MERCHANTABILITY; (III) USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE: (IV) NON-INTERFERENCE; (V) SYSTEMS INTEGRATION; (VI) ACCURACY OF INFORMATIONAL CONTENT; AND (VII) TITLE AND NON-INFRINGEMENT. DCI AND ITS SUPPLIERS ARE NOT THE AUTHOR OF THE DATA. YOU HEREBY ACKNOWLEDGES AND AGREE THAT USE OF THE LICENSED TECHNOLOGY SHALL BE AT YOUR SOLE AND EXCLUSIVE RISK. DCI AND ITS SUPPLIERS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON THE DATA OR LICENSED TECHNOLOGY. DCI AND ITS SUPPLIERS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR HARM OR DAMAGES RESULTING FROM OR ARISING OUT OF YOUR INABILITY TO USE THE LICENSED TECHNOLOGY. DCI AND ITS SUPPLIERS NEITHER EXPLICITLY NOR IMPLICITLY. WARRANT/GUARANTEE THAT THE PRODUCT IS ERROR-FREE. IN NO EVENT WILL DCI OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF DCI OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Section 7 – Agreement Termination: This Agreement is effective until terminated ("License Term"). Your rights to the Product will terminate immediately without notice from DCI if you fail to materially comply with this Agreement or the Software License and Maintenance Agreement. Upon termination of the Agreement or the Software License and Maintenance Agreement, DCI shall have the right to immediately disable or deny the Password(s) and cease your access to the Product.

Section 8 - Restricted Rights: The Licensed Technology is provided to non-DOD agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19. In the event the sale is to a DOD agency, the government's rights in software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 and DFARS 227.7202, and as may be amended. Manufacturer is Diverse Computing, Inc. 3717 Apalachee Pkwy, Suite 102, Tallahassee, FL 32311.



Re: eAgent Product Quote

From Amanda Lowery <alowery@diversecomputing.com>Date Mon 4/7/25 12:39 PMTo Michele Green <mgreen@CO.hamblen.tn.us>

CAUTION: This email message originated from outside of Hamblen County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Michele!

If a contract is signed for an effective date of July 1, 2025, we would send out an invoice 30 days prior, which would be June 1, as stipulated in the contract.

However, as we come closer to that July 1st date and it's determined that Hamblen County Sheriff's Office wouldn't be able to start using the software because of extenuating circumstances out of either parties control, we are able to accommodate and will be able to adjust the Effective Date to a date that reflects more accurately a "go-live" date. This adjustment would shift the invoice date to reflect your accurate annual Service Period. We've accommodated similar situations for a few other agencies facing implementation delays.

We're looking forward to partnering with y'all and want to ensure the Service Dates aligns with the timeline that y'all start using the eAgent services.

Please let me know if there are any questions!

Amanda Lowery Client Relations Manager O: 850.656.3333 x410 | C: 850.344.9607 alowery@diversecomputing.com Working Hours 8am-4pm MST

eAgent NCIC Solutions | Diverse Computing, Inc.



May 7, 2025

To:Chris Cutshaw, County MayorFrom:Bill Brittain, ChairmanOpioid Abatement CommitteeRe:Funding Recommendations

The Hamblen County Opioid Abatement Committee met Tuesday, May 6th to consider three funding requests from the county's opioid settlement dollars.

The committee is recommending to the county commission:

1) The funding of \$20,000 to the Third Judicial District Recovery Court Support Services non-profit for the expansion of its transitional housing program for participants of the county's recovery court;

2) The funding of \$10,000 to the Hamblen County Sheriff's Department to expand the DARE program that it operates in the county school system with its SRO program. The sheriff's department plans to expand the 10-week program to all the middle schools and several of the elementary schools. Four SRO's are trained to teach the students about the negative effects of drug use, gang affiliation and committing violent crimes.

The committee voted unanimously to recommend these two requests.

A request of \$50,000 from the Northeast Tennessee Regional Recovery Center in Johnson City/Carter County for operating expenses was tabled to be reconsidered after the county's budget process is finished.

The meeting minutes are attached.

HAMBLEN COUNTY OPIOID ABATEMENT COMMITTEE May 6, 2025 MEETING MINUTES

- Attending: Bill Brittain, Chairman; Andrew Ellard, Jerry Vagnier, Chris Cutshaw, Barbara Horton, Amanda Hale
- Absent: Judge Doug Collins, Debbie A'Hearn
- Visitors: Penny Knight, treasurer Third Judicial District Recovery Court Support Services non-profit; Chad Mullins, Hamblen County Sheriff, HCSD Captain David Cribley, Edna Greene, Linda Noe, Joey Haun, Dennis Greene

Meeting was called to order by Chairman Bill Brittain at 11:30 a.m. in the third-floor small courtroom in the historic courthouse.

Public Comment period: Edna Greene and Linda Noe made comments.

Chairman Brittain briefly discussed the pending lawsuit against the committee alleging the committee has violated the state open meetings statute. The county attorney represents the committee and its members in court.

The committee reviewed an email from HCSAC director Stephanie Hardy informing the committee about how the agency has used some of the money it received from the settlement funds.

The committee revisited the \$20,000 funding request from the Third Judicial District Recovery Court Support Services non-profit, because the county commission tabled a vote on the recommendation and sent it back to the committee. The recommendation was made during the April 8 committee meeting which is the subject of the TOMA lawsuit. **The committee voted to recommend to the county commission the funding of the \$20,000 request (Chris Cutshaw motion, Amanda Hale second, all voted in favor of the motion).**

The committee tabled a vote on the \$50,000 request from the Northeast TN Regional Recovery Center in Johnson City/Carter County (Amanda Hale motion, Andrew Ellard second, all voted in favor of the motion). A delegation from NETRRC made a presentation to the committee at its April 8th meeting and submitted a formal written request on May 5th. The request will be considered after the County completes its FY 2025-26 budget in June/July 2025. Sheriff Chad Mullins and HCSD Captain David Cribley presented a request for \$10,000 to help expand the DARE program in the county elementary/middle schools in partnership with the county school system. Capt. Cribley said the sheriff's department restarted the DARE program after the county's SRO program was implemented two years ago. The DARE program helps teach the students about the negative impact drugs, gangs and violent crime can have on their lives. Its goal is to reduce juvenile crime and reduce the use of vapes, CBD vapes, and THC vapes among the students. The funding from the opioid settlement money will help expand the program to all the middle schools and more elementary schools. The county school system is appropriating \$15,000 for the program during the 2025-26 school year.

The committee voted to recommend to the county commission funding the \$10,000 request (Jerry Vagnier motion, Barbara Horton second, all voted in favor of the motion).

The meeting adjourned at approximately 12 noon.

BUDGET AMENDMENTS

COMMISSION APPROVAL

Return to Committee Cover

AMENDMENT #8

2024-2025

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment # 8 to the 2024-2025 General Purpose School Budget. Amendment 8 is pending Board of Education approval on May 13, 2025.

Initial Budget 6-20-24	115,133,778.26					
Amendment 2	394,975.22					
	115,528,753.48					
Amendment 3	368,761.72					
	115,897,515.20					
Amendment 4	5,565,971.56					
	121,463,486.76					
Amendment 5	918,152.95					
	122,381,639.71					
Amendment 6	13,000.00					
19	122,394,639.71					
Amendment 7	415,949.15					
	122,810,588.86					
Amendment 8	1,467,548.74					
	124,278,137.60					

These amendments do not affect the County's maintenance of effort.

Stand h Bund

Arnold W. Bunch, Jr., Superintendent of Schools

HAMBLEN COUNTY DEPARTMENT OF EDUCATION 2024-2025 Arnold W. Bunch, Jr., Superintendent of Schools GENERAL PURPOSE AMENDMENT #8



HAMBLEN COUNTY SCHOOLS GENERAL PURPOSE SCHOOL BUDGET

2024-2025

AMENDMENT NO . EXTERNAL

TEACHERS EQUCATIONAL ASBISTANTS SOCIAL SECURITY STATE RETIREMENT IMPLOYER MEDICARE	\$ \$ \$	35,315,534,00	-						
EDUCATIONAL ASSISTANTS Social Security State Retirement	5	99,910,944,90		600,161,00	\$		6.2	16,910,695.00	JUNE 2025 SUMMER CAMP BUDGET FOR INSTRUCTION AND
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STATE RETIREMENT		2,434,679,76	\$		ŝ	÷.		2,477,095,76	
	\$	2,878,408.00	5	59,694 00	\$	- C		2,928,302.00	
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	8	559,079.00			3		-	161,623.00	
RETIREMENT - HYBRID STABILIZATION	\$	145,665.00	5	5,948.00					
OTHER SUPPLIES AND MATERIALS	\$	120,934 #3		130,049 38	5		\$	250,994,21	
OTHER SALARIES AND WAGES	5	а. С	- \$	5,509.00	\$	*	5	5,600,00	0
OCIAL SECURITY	5		- \$	341.00	5		\$	341.00	
STATE RETIREMENT	9		- 5	495.00	\$	8	5	495.00	
EMPLOYER MEDICARE	5		5	60.00	6		\$	R0,00	
RETIREMENT - HYDRID STADILIZATION	5		\$	58.00	\$	3	\$	58,0 0	
MEDICAL PERSONNEL	\$	707,701.09	5	22,000.99	5	2	\$	729,701.00	
SOCIAL SECURITY	\$	49,525.09	5	1,364.00	\$		5	69,989.00	
STATE RETIREMENT	\$	66,885.00	\$	1,990.00	\$	2	5	66,865,00	
EMPLOYER MEDICARE	\$	11,005.00	5	319.00	\$	8	\$	11,925.00	
RETIREMENT - HYDRID STADILIZATION	\$	6,091.00	\$	231,00	\$	a.	\$	6,322.00	
SUIDANCE PERSONNEL	\$	1,596,617.00	5	11,000 00	5	2	\$	1,507,617.00	
SOCIAL SECURITY	\$	114,099 00	5	642 00	5		\$	114,777.00	
	\$	129,016.00	\$	990,00	\$	14	\$	130,996.09	
MPLOYER MEDICARE	5	29,884.09		160.00	5	8	5	76,844 00	
RETIREMENT - HYDRID STABILIZATION	\$	3,972.00	\$	116.00	5	8	\$	4,000,00	
SUPERVISORS / DIRECTORS	5	346,643.00	\$	5,500.00	6		9	352,149,00	
	5	139,180.00		341.00	5		\$	138,621.00	
	5		5	495,00	5	4	\$	140,279,00	
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EMPLOYER MEDICARE	5	33,994.00	\$	232.00	\$		\$	34,225 00	
RUS DRIVERS	\$	143,690.00	5	141,098.00	5		5	284,690.00	
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FOOD SUPPLIES	5	2	5	9,000,00	\$	-	\$	9,000,00	
TOTALS	5	62,972,629.95	5	1,262,600.21	5		5	54,235,130.16	
				1,262,509.21					
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TOTALS 51.262.500.21 5 . 5 1.252.500.21

NET INCREASE

\$1.262,600.21

			GENE	RAL (LEN COUNTY : PURPONE SC) 2024-2825 DMENT #3 : E	1001	RHIDGET			Anna and a second and a second and a second a s
CODE	TIDE	_	BUDGET		NCREASE	_0	ECREASE	-	ACTUAL	PURPOSE
76168-797	BULDING IMPROVEMENTS	5	8,817,181.85	5	29,949.79	5	7	F	0,046, 445 ,74	INSURANCE PROCEEDS FOR RUSSELLVILLE INTERMEDIATI WALL REPAIR
71109-595	THER & ON REHALF PAYMENTS	\$		5	132,005 42	6		6	192,095,42	TIGA ON BEHALF - JOC & AGT - STATE MANDATED
71209-595	TIGA - ON BEHALF PAYMENTS	9	92		33,699 37	\$	36	5	33,089 ,32	TIGA ON BEHALF - INDIVIDUALIZED EDUCATION ACCOUNT
71209-429	INSTRUCTIONAL SUPPLIES AND MATERIALS	6	129,124.51	5		6	10,000 89	6	119,124.51	MOVE FUNDS TO GOVER CONTRACTED PSYCH
72220-399	CONTRACTED SERVICES	5	1901	5	10,999.09	\$	•	é	10,000 00	
1500-730-1480	VOCATIONAL INSTRUCTION EQUIPMENT	\$	ac	5	10,000.00	\$		ş	19,009,60	GAREER Z AWARD
	TOTAL 5	<u>.</u>	9.046.226.45	\$	215,048.53	\$	10.009.00	1	9,251.274.99	
	NET INCREABE			5	205,048.53					

		_	GENE	ral i	PURPOSE SC 2024-2025 DMENT #4 - E	HOOI	HIDGET			
REVENUE CODE	<u> </u>	1	BUDGET	_	NCREASE		ECREASE	-	ACTUAL	PURPOSE
49789	INSURANCE RECOVERY	ş	751,183.95	ş	29,343 79	ş	ŝ,	ş	789,527.74	INSURANCE PROCEEDS FOR RUSSELLVILLE INTERMEDIATE WALL REPAIR
48513	TISA ON-BAHLF PAYMENTS	5	- SP	\$	105,704,74	\$		\$	and the second se	TISA ON BEHALF - JDC, ACT, IEA - STATE MANDATED
49910	TI5A	5	76,699,927,90	. \$	1.0	- \$	34,821 37	\$	76,565,505,58	15
43542	CONTRACT FOR INSTRUCT SVCS OTHER LEA'S	\$	<u>e</u>	5	34,821.32	9	4	\$	34,921,92	
44570	CONTRIBUTIONS AND GIFTS	ś	515,472.75	5	19,000.90	\$	*	5	526,4 72.70	Career Z Award
	TOTALS		77.467.584.61	\$	233,459,85	1	\$4,821,92	5	78,073,923,14	

NET INCREASE

5 205,048.53



Hamblen County Commission

For the May 2025 Commission Meeting

Fund

#101

DEPT:

Civil Defense

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
101.54410.169	Part-Time Personnel	\$ 500.00	
101.54410.201	Social Security	\$ 31.00	
101.54410.212	Employer Medicare	\$ 7.25	
	DECREASE APPROPRIATIONS:		
101.54410.708	Communication Equipment		\$ 538.2
		538.25	538

Brief Descriptions of issue:	
'o reallocate funds within the EMA budget to cover addition rom the communication equipment line.	
ton the communication equipment line.	
2,2,	
ignature: Sul	For Finance Department Only:
	For Finance Department Only: Reviewed by:
ignature: Ch Sul itle: Em A Director	

Permit	Date	Applicant	Ture	Address	April 2025 Construction	Permit	SW	Dive-11		Gas	Total	Attached	Tax	C	Parc
25-0124	4/1/25	Carl Gibson	Type House	4345 Brockwood Drive	\$236,000.00	\$0.00	SW	Plumbing	y Mech.	Gas		Attached	Tax Map 026O		018.0
5-0125	4/1/25	Carl Gibson	Mechanical	4345 Brockwood Drive	\$230,000.00	20.00			\$0,00		s -		0260	с с	018.0
5-0126		Kyle Idell & Jessica Baxley	DWMH	175 Macedonia Road	\$180.00	\$350.00			30,00		\$ 350,00		023	C	085.0
5-0127	4/1/25	John & Kalhy Case	Deck	225 Sagewood Dr	\$20,000.00	\$55.00					\$ 55.00		023 057B	А	026.0
5-0128	4/1/25	Steven Hall	Deck	8749 East AJ Hwy	\$20,000.00	\$72.00					\$ 72.00		020	~	088.
5-0129	4/1/25	Lucy Lakins	House	5180 Sluffel Road	\$230,000.00	\$1,129.00	\$100,00				\$ 1.229.00		018		019.
-0130M	4/1/25	Lucy Lakins	Mechanical	5180 Stuffel Road	+200,000.00	•1,120,00			\$20.00		\$ 20.00		018		019.
5-0131P	4/1/25	Lucy Lakins	Plumbing	5180 Stuffel Road				\$95_00	420.00		\$ 95.00		018		019.
25-0132	4/2/25	Nicole Davenport	Cell Tower	2236 Leconte Drive	\$50,00			400.00			\$ -		033		004.
25-0133	4/2/25	Greg Payne	House	2008 Fish Halchery Rd	\$495,000.00	\$1,700.25	\$100.00				\$ 1,800,25		042		044.0
	4/2/25	Greg Payne	Mechanical/Gas	2008 Fish Hatchery Rd	4400,000.00	\$1,100 LO	<i>w</i> 100,00		\$20.00	\$50,00	\$ 70.00		042		044.0
5-0135P	4/2/25	Greg Payne	Plumbing	2008 Fish Hatchery Rd				\$130.00	\$20 <u></u> 00	400,00	\$ 130.00		042		044.0
5-0136P	4/4/25	Marty Cantwell	Plumbing	989 Simpson Road				\$100.00			\$ 100.00		013		005.
5-0137	4/4/25	Theodore Schmidt	Deck/Cover	2258 LeConte Street	\$9,200.00	\$274.75		\$100,00			\$ 274.75		033		004,
5-0138	4/4/25	Thomas Chandler	DWMH	2980 Turley Bridge Rd	\$75,000.00	\$350.00					\$ 350.00		024		069.3
25-0139	4/4/25	Guzman Construction	Plumbing	778 Kidwell Ridge Rd	\$10,000.00	0000.00		\$85,00			\$ 85.00		040		061.0
5-0140	4/4/25	Reida Dalton	Carport	1767 Silver City Rd	\$10,997.00	\$25.00		\$00 <u>,</u> 00			\$ 25.00		028		009.0
5-0141	4/5/25	Charlie Smith	Addition/Deck	7447 Evolene Circle	\$85,000.00	\$926,75					\$ 926.75		038L		008.0
5-0142M	4/5/25	Charlie Smith	Mechanical	7447 Evolene Circle	\$00,000.00	WOLD , I U			\$15.00		\$ 15.00		038L		008.0
5-0143	4/6/25	Steve & Cheryl Pinkley	Pool	7195 Cedar Hill Road	\$7,678.25	\$50.00			φ10 ₀ 00		\$ 50.00		047A	А	003.0
5-0144	4/6/25	David Cohen	Gas	3830 Copper Ridge	<i>w1,010,20</i>	000.00				\$45.00	\$ 45.00		017	~	113.0
5-0145	4/7/25	Krista Rankin	Garage	1575 River Path	\$33,500.00	\$245.00				φ+0_00	\$ 245.00		063G	А	031.
5-0146	4/7/25	Lakeshore Pools	Inground Pool	1775 Hindley Road	\$104,690.00	\$50.00					\$ 245.00		049	~	009.3
5-0147	4/7/25	Shandora Aldridge	House	2280 Kingswood Drive	\$145,000.00	\$443.25					\$ 443.25		043H	в	002.0
	4/7/25	Shandora Aldridge	Mechanical	2280 Kingswood Drive	\$140,000.00	V740 20			\$10_00		\$ 10.00		043H	в	002.0
	4/7/25	Shandora Aldridge	Plumbing	2280 Kingswood Drive				\$45.00	\$10.00		\$ 45.00		043H	в	002.0
	4/7/25	Charlie Smith	Plumbing	7447 Evolene Circle				\$35.00			\$ 35.00		038L	A	008.0
5-0151	4/8/25	Las Praderas Prop. LLC	Remodel	778 Kidwell Ridge Rd	\$20,000.00	\$313.50		\$33,00			\$ 313.50		040	~	061.0
	4/8/25	John Hennessee	House	3535 Apostle Road	\$600,000.00	\$2,227,25					\$ 2,227.25		032		118.0
	4/8/25	John Hennessee	Mechanical	3535 Apostle Road	\$000,000.00	92,221,20			\$60.00		\$ 60.00		032		118.0
5-0155	4/8/25	Travis Ramsey	DWMH	5135 Cameron Road	\$81,000.00	\$350.00			\$00.00		\$ 350.00		032		056.0
	4/9/25	Matt Sellars	Gas	5660 Academy Dr	\$01,000.00	\$300.00				\$20.00	\$ 20.00		035 040P	D	034.0
	4/10/25	Amber Morrow	Tower	3656 Everelt Rd		\$50.00				\$20.00	\$ 50.00		040	U	084.0
	4/10/25	Kathy Frankford	Garage	6250 Hiawatha Rd	\$7,000.00	\$77.00					\$ 77.00		0390	н	005.0
	4/11/25	Alvin Thompson	Garage	2550 Robinson Creek Rd	\$32,154.00	\$200.00					\$ 200.00		043		032.1
	4/11/25	Dan Gilder	Garage	7891 Janeway Hollow Rd	\$40,000.00	\$400.00					\$ 400.00		029		009.0
	4/11/25	Anthony Cervelli	Garage	3874 Pleasant Ridge Rd	\$23,508.00	\$300.00					\$ 300.00		025		031.0
	4/11/25	Hunter Southerland	Garage	5664 Old White Pine Rd	\$41,133.00	\$450.00					\$ 450.00		062		028.1
	4/16/25	David Amos	Addition	4160 Willow Way	\$65,000.00	\$286.00					\$ 286.00		040F	D	048.0
-0163P		Hale Construction	Plumbing	7832 East AJ Hwy	\$03,000.00	\$200.00		\$20.00			\$ 20.00		013P	E	002.0
	4/21/25	Vina Crawford	Accessory Building	2398 Joe Stephens Rd	\$2,000.00	\$84.00		\$20.00			\$ 64.00		032	5	060.0
	4/22/25	Stacie & Steve Gahl	Pole Bam	1225 Kidwell Ridge Rd	\$30,000.00	\$225.00					\$ 225.00		032		085.0
-0166P		Larry Lynch	Plumbing	1120 Collinson Ford Rd	\$30,000.00	\$225 OU		\$95.00			\$ 95.00		032		080.0
-0167P		Larry Lynch	Plumbing	2215 Inman Bend Rd				\$110.00			\$ 110.00		032		015.0
	4/23/25	Tim & Brittany Beck	Storage Bldg	2237 Silver City Rd	\$2,000.00	\$120.00		\$110.00			\$ 120.00		032		016.2
	4/23/25	Sellars Gas	Gas	4233 Carnation Dr	\$2,000.00	\$120.00				\$20.00	C.O.		038 011L	F	010.0
	4/23/25	Guzman Construction	Plumbing					\$120.00		φ20.00	1				067.0
	4/23/25	David Cohen	Garage	4110 Harbor View Dr 2820 Coppor Pidgo Pd	\$25,000.00	\$450_00		φ120 <u>1</u> 00			\$ 120.00 \$ 450.00		017C 017	Α	113.0
-0172		lan Haralson	•	3830 Copper Ridge Rd	\$23,000 <u>.</u> 00	\$450_00			C15.00				017		113.0
5-0172 ·			Mechanical	4051 old Hwy 25E	\$450 000 0C	850 00			\$15,00		\$ 15.00		004		000 0
		Triad Poolscapes	Inground Pool	1187 Cordell Hull Drive	\$150,000.00	\$50,00					\$ 50.00		024		080.0
-0174		Susan Akins	DWMH	2399 Akins Lane	\$80,000.00	\$350.00					\$ 350.00		006		027.0
-0175		Crown Castle USA	Tower	109 Cherokee Drive	AAA 444 47	\$50,00					\$ 50.00		025		140.0
-0176		Gregory Wilson	Addition	7961 Whetsel Rd	\$32,400.00	\$162.00					\$ 162.00			_	
5-0177		Connor Cadora	Deck	1984 Dove St	\$1,300.00	\$120.00					\$ 120.00		032J	в	026.0
	Total			Total:	\$2,684,790.25		\$200.00	\$835.00	\$140.00	\$135.00	\$ 13,245.75				
Inning	Total		"Stormwater fee not collected in error		\$34,010,451.97		\$5,200.00		\$1,565.00	\$930.00	\$ 152,236.93		CTUDA		1 1070
				CHO and Missellansons	Total No.	Amount 875.00		Total					ETHRA		
			** Ag Exempt/ no fee	CHO and Miscellaneous	15	\$75.00		\$75.00	Orrest				HOMES	0	0
				Re-Zoning Request		F000 00		*000 DC	Grand		\$ 14,856.75				
				Variance Request	4	\$200.00		\$200.00	Total:						
		0.4-4		Plat Approval	8	\$1,336.00		\$1,336.00							
		3 lots or	more	Land Disturbance/Development											
	L			Use on Review				20100	2024-2025						
	L			Refunds				\$0.00	Running						
				Total Collected				\$1,611.00	Total:	\$159,985.93					
				Running Total Collected				\$7,749.00	CONSTRUCTION OF THE OWNER	A local second second		and the second se			

LAW OFFICES CAPPS & BYRD LLP 1004 WEST FIRST NORTH STREET MORRISTOWN, TENNESSEE 37814

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

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

May 6, 2025

Mr. Chris Cutshaw, 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, 2025

Dear Chris:

Please find enclosed two (2) invoices representing legal services rendered on behalf of Hamblen County, Tennessee during the month of April, 2025.

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

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

With best regards, I remain,

Very truly yours,

Christopher F. Cappelag

Christopher P. Capps CPC/alg Enclosures



Return to Committee Cover

Capps & Byrd, LLP



1004 W. 1st North Street Morristown, TN 37814 Invoice # 1175 Date: 05/01/2025 Due On: 05/31/2025

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

00027-Hamblen County Government

General Account

Туре	Date	Description	Quantity	Rate	Total
Service	04/01/2025	E-mails with Chris Bell re: EMS; phone conference and conference with Chris Cutshaw; scan and e-mail pending litigation to Mangrum and Montgomery	0.90	\$175.00	\$157.50
Service	04/02/2025	E-mail from Jane McMinn re: pending litigation; e- mail from Paul Mangrum re: pending litigation	0.10	\$175.00	\$17.50
Service	04/08/2025	E-mail from Larry Boyd re: pending litigation	0.05	\$175.00	\$8 .75
Service	04/09/2025	Travel to and from Rogersville; hearing	2.00	\$175.00	\$350.00
Service	04/10/2025	Review EMS MOU with hospital for Chris Bell, texts, revise and e-mail to Chris Bell	0.40	\$175.00	\$70.00
Service	04/11/2025	E-mail from Trish Bowman re: 4/14 committee meeting; e-mails with Dillon Parker and Lauren Carroll re: delinquent tax property	0.15	\$175.00	\$26.25
Service	04/14/2025	E-mails from and to Art Knight re: pending litigation; committee meeting	0.60	\$175.00	\$105,00
Service	04/15/2025	E-mails with Amanda Hale; Michele Green and Trish Bowman re: lease; phone conference with Ritchie Bare; e-mail from Paul Mangrum re: pending litigation; worked on pending litigation	1.60	\$175.00	\$280.00
Service	04/22/2 025	E-mail from Trish Bowman re: 4/24 commission meeting; e-mails from and to Edna Greene re: boat slip lease indemnification	0.15	\$175.00	\$26.25
Service	04/23/2025	E-mails to and from Edna Greene re: boat slip lease indemnification; e-mail from Amanda Hale re: library MOU	0.20	\$175.00	\$35.00
Service	04/25/2025	Phone conference with Bill Brittain	0.10	\$175.00	\$17,50

Service	04/28/2025	E-mails with Linda Noe and Chris Cutshaw re: pending litigation; phone conference with Bill Brittain	0.40	\$175.00	\$70.00
Service	04/29/2025	E-mails with Chris Cutshaw, Circuit Court and Linda Noe re: pending litigation	0.15	\$175.00	\$26.2 5
Service	04/30/2025	Research; e-mails from Sandy Jenkins, Sharee Long and Linda Noe re: pending litigation	1.65	\$175.00	\$288.75
				Total	\$1,478.75

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1175	05/31/2025	\$1,478.75	\$0.00	\$1,478.75
			Outstanding Balance	e \$1,478.75
			Amount in Trus	t \$0.00
			Total Amount Outstanding	g \$1,478.75

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

Please pay within 30 days.

Capps & Byrd, LLP



1004 W. 1st North Street Morristown, TN 37814 Invoice # 1176 Date: 05/01/2025 Due On: 05/31/2025

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

00068-Hamblen County Planning Department

Planning

Туре	Date	Description	Quantity	Rate	Total
Service	04/01/2025	E-mail from Trish Bowman re: memorandum	0.05	\$175.00	\$8 .75
Service	04/04/2025	E-mail from Tommy McKinney re: property	0.05	\$175.00	\$8,75
Service	04/09/2025	Property maintenance letter, e-mail to Tommy McKinney	0.50	\$175.00	\$87.50
Service	04/29/2025	E-mails with Tommy McKinney re: property	0.10	\$175.00	\$17.50
				Total	\$1 <mark>22</mark> .50

Detailed Statement of Account

lance Due	Payments Received B	Amount Due	Due Ôn	Invoice Number
\$122.50	\$0.00	\$122.50	05/31/2025	1176
\$122.50	Outstanding Balance			
\$0.00	Amount in Trust			
\$122.50	Total Amount Outstanding			

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

Please pay within 30 days.

Current Invoice

Financial Summary Report



Hamblen County Trustee Printed 05/07/2025 08:47 AM By JILL MARGELOWSKY

Financial Summary Report - April 01, 2025 to April 30, 2025	
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Fund	Name	Starting Balance	Receipts	Disbursements	Transfers In	Transfers Out	Comm. Adj.	Commission	Ending Balance
101	GENERAL FUND	\$20,346,756.20	\$1,540,622.55	\$3,016,715.21	\$0.00	\$0.00	(\$257.81)	\$8,337.58	\$18,862,583.77
116	GARBAGE/SOLID WASTE	\$3,206,841.53	\$236,902.19	\$478,936.63	\$0.00	\$0.00	(\$0.19)	\$2,442.55	\$2,962,364.73
122	DRUG CONTROL	\$327,556.35	\$8,666.77	\$671.81	\$0.00	\$0.00	\$0.00	\$64.26	\$335,487.05
126	SCHOOL EMPLOYEE SELF INSURANCE	\$4,775.00	\$0.00	\$4,497.50	\$4,460.00	\$0.00	\$0.00	\$0.00	\$4,737.50
127	SCHOOL TAX ACCOUNT	\$111.81	\$1,308,222.31	\$1,308,222.31	\$0.00	\$0.00	\$0.00	\$0.00	\$111.81
128	OPIOID SETTLEMENT FUND	\$1,870,762.03	\$230,093.48	\$22,948.10	\$0.00	\$0.00	\$0.00	\$0.00	\$2,077,907.41
131	HIGHWAY/PUBLIC WORKS	\$1,670,733.22	(\$219,255.41)	\$162,866.94	\$0.00	\$0.00	\$0.00	\$1,955.14	\$1,286,655.73
141	GENERAL PURPOSE SCHOOL	\$38,002,102.38	\$9,631,574.18	\$10,178,021.30	\$0.00	\$0.00	(\$145.80)	\$26,983.40	\$37,428,817.66
142	SCHOOL FEDERAL PROJECTS	\$1,990,827.03	\$27,356.61	\$631,619.29	\$0.00	\$0.00	\$0.00	\$0.00	\$1,386,564.35
143	FOOD SERVICE	\$8,930,471.22	\$109,703.65	\$989,259.93	\$0.00	\$0.00	\$0.00	\$0.00	\$8,050,914.94
151	GENERAL DEBT SERVICE	\$19,185,942.32	\$386,851.13	\$2,905,234.23	\$0.00	\$0.00	(\$130.50)	\$1,105.28	\$16,666,584.44
154	SPECIAL DEBT SERVICE	\$3,832,589.84	\$15,809.62	\$87,475.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,760,924.46
171	GENERAL CAPITAL PROJECTS	\$64,819.92	\$11,265.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76,085.42
176	HIGHWAY CAPITAL PROJECTS	\$1,612,576.45	\$555,604.68	\$23,801.95	\$0.00	\$0.00	\$0.00	\$1,407.19	\$2,142,971.99
178	AMERICAN RESCUE FUNDS	\$2,965,195.97	\$10,721.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,975,917.71
189	OTHER CAPITAL PROJECTS	\$13,779,115.48	\$42,450.45	\$26,665.49	\$0.00	\$0.00	\$0.00	\$0.00	\$13,794,900.44
263	EMPLOYEE SELF-INSURANCE	\$2,253,762.80	\$408,558.70	\$345,261.47	\$0.00	\$0.00	\$0.00	\$0.00	\$2,317,060.03
320	FLEX MEDICAL SPENDING	\$9,232.90	\$2,894.98	\$2,894.98	\$0.00	\$0.00	\$0.00	\$0.00	\$9,232.90
351	TRUST AND AGENCY	\$0.00	\$1,420,223.27	\$1,406,021.04	\$0.00	\$0.00	\$0.00	\$14,202.23	\$0.00
999	TRUSTEE'S OFFICE	(\$13,860,287.74)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$13,860,287.74)
22200	OVERFLOW	\$3,857.09	\$214.75	\$202.52	\$0.00	\$0.00	\$0.00	\$0.00	\$3,869.32
28310	UNDISTRIBUTED TAXES	\$225.67	\$0.00	\$0.00	\$522.00	(\$589.25)	\$0.00	\$0.00	\$292.92
29900	FEE/COMMISSION	\$13,861,987.74	\$56,497.63	\$0.00	\$0.00	\$534.30	\$0.00	\$0.00	\$13,917,951.07
		\$120,059,955.21	\$15,784,978.78	\$21,591,315.70	\$4,982.00	(\$54.95)	(\$534.30)	\$56,497.63	\$114,201,647.91



Financial Summary Report

Hamblen County Trustee Printed 05/07/2025 08:47 AM By JILL MARGELOWSKY

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	\$1,470,584.64(+)	\$1,470,584.64(-)	\$1,700.00
BANKRUPTCY	BANK ACCOUNTS	\$120,050,206.22	\$56,848,154.18(+)	\$62,704,952.48(-)	\$114,193,407.92
INTEREST	COMPENSATION ACCOUNT	\$0.00	\$0.00(+)	\$0.00(-)	\$0.00
	STATE TAX RELIEF	\$5,891.00	\$372.00(+)	\$2,041.00(-)	\$4,222.00
	UNUSED ACCOUNTS	\$0.00	\$0.00(+)	\$0.00(-)	\$0.00
	TOTAL	120057797.22	\$58,319,110.82	\$64,177,578.12	\$114,199,329.92

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, 2025 through April 30, 2025

Marrilowsky Signature:

Title:

May 07, 2025



BUDGET AMENDMENTS

MAYOR APPROVAL

Hamblen County Commission Finance Committee Information Purposes Only



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

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
101.54210.790	Other Equipment	\$ 12,000.00	
	DECREASE APPROPRIATIONS:	-	
101.54210.413	Drugs and Medical Supplies		\$_12,000.0
57 57 He			
			-
- <u>-</u>	the second management and		

Brief Descriptions of issue:	
To increase appropriations to cover other equipment purchases for the Jail in excess of	fuldgeted amount
Requesting Repartment	
Signature: / Weld/ Julen	
Title: Calcutul aspistant	
Date: 5825	
Approval by County Mayor	
Signature:	For Finance Department Only: Reviewed by:
Title: County MAyon	Budget Amendment
Date: May 8, 2025	05-08-2025



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

Account Number	Description	Increase	Decrease
Theodulis Italicol	INCREASE APPROPRIATIONS:		
101 50000 005	Communication	\$ 1,200.00	
101.53900.307	Dues and Memberships	\$ 120.00	
101.53900.320	Dues and Memberships	\$ 500.00	
101.53900.338	Maintenance and Repair Services - Vehicles	\$ 1,000.00	
101.53900.351	Rentals	\$ 1,000.00	
101.53900.355	Travel		
101.53900.499	Other Supplies and Materials		
101.53900.524	In Service/Staff Development	\$ 500.00	
	DECREASE APPROPRIATIONS:		
101.53900.399	Other Contracted Services		\$ 1,200.0
101.53900.207	Medical Insurance		\$ 3,820.0
		\$ 5,020.00	\$ 5,020.

Brief Descriptions of issue:		
	ental Health Court's budget to cover costs through EOY	

Requesting Department	
Signature: Penny Might	
Title: Coordinator	
Date: <u>5/8/25</u>	
Approval by County Mayor	For Finance Department Only:
Signature:	Reviewed by:
Title: Bunty Mayon	Budget Amendment
Date: May 8, 2015	



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

Account Number	Description	Inc	rease	Decrease
	INCREASE APPROPRIATIONS:		P	
101.54110.524	In Service / Staff Development	\$ 1,	000.00	
	DECREASE APPROPRIATIONS:			
101.54110.348	Postal Charges			\$ 1,000.0
				_
		<u>s</u>	1,000.00	\$ 1.000

Brief Descriptions of issue:	
To increase appropriations to cover training costs for the Sheriff's Dep	t. in excess of budgeted amount
Requesting Department Signature: Augle Augus Title: <u>Creature assulant</u> Date: <u>4/29/25</u>	
Approval by County Mayor	
Signature: Mais Cuijshipv	For Finance Department Only: Reviewed by:
Title: County MAyor	Budget Amendment
Date: April 30 2025	

Hamblen County Commission Finance Committee Information Purposes Only



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

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
101.54110.399	Other Contracted Services	\$ 500.00	
	DECREASE APPROPRIATIONS:		
101.54110.348	Postal Charges		\$ 500.
		\$ 500.00	\$ 50

Brief Descriptions of issue:	
To increase appropriations to cover other contracted services costs for the Sheriff's Dept of budgeted amount	in excess
Requesting Department	
Signature:	
Title: Croc Cesst	
Date: 4/30/25	
Approval by County Mayor	For Finance Department Only:
Signature:	Reviewed by:
Title: County MAyor	Budget Amendment
Date: <u>April 30, 2025</u>	

Hamblen County Commission Finance Committee Information Purposes Only



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

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:	· · · · · · · · · · · · · · · · · · ·	
122.54150.351	Rentals	\$ 1,500.00	
	DECREASE APPROPRIATIONS:		
122.54150.716	Law Enforcement Equipment		\$ 1,500.
		\$ 1,500.00	\$ 1,50

Brief Descri	ptions of issue:	
To increase	appropriations to cover rental expenses for the Narcotics Department in ex	cess of budgeted amount
Requesting	Department	
Signature:	There and the	
Title :	Erec. asst.	
Date:	4 30 25	
Approval b	y County Mayor	
Signature:	Charis Chitster M	For Finance Department Only: Reviewed by:
Title :	County Mayor	Budget Amendment
Date:	April 30, 2025	

Morristown-Hamblen Emergency Medical Service Board of Directors Meeting Report March 26, 2025

The regular meeting of the Morristown-Hamblen Emergency Medical Service Board of Directors was held at 12:00pm on Wednesday, March 26, 2025, in the north auditorium of the Rescue Squad Building.

Members present

Absent

Clark Taylor, MFD, Chairman Jimmy Peoples, MERS, Treasurer Barry Jarnagin, HCSO Joseph Senter, City Counsel Travis Barner, for Sonya Johnson, MHHS Felicia Lawson, Financial Representative Ralph Williams, Large Industry Clyde Short, MPD Brack Terry, Small Business

Debbie A'Hearn, Hamblen Co. Comm David Purkey, Member-at-Large, Secretary

Ex Officio Members Present

Claude Thompson, MERS Captain Bobby Johnson, EMS Emp. Rep.

Ex Officio Members Absent

Tim Meredith, Accountant Jackie Livesay, Medical Director

EMS Management Staff

Danny Houseright, Director, M-H EMS James Purkey, Deputy Director. M-H EMS

Visitors

Chris Bell, HCEMA

- I. Chairman Taylor called the meeting to order.
- II. Chairman Taylor called for any public comments.
 - a. Being none, Chairman Taylor continued with the agenda at hand.
- III. Chairman Taylor called for motion to accept the minutes from the last meeting.
 - a. Motion: Barry Jarnagin. Second: Ralph Williams
 - b. Motion carried.
- IV. Chairman Taylor called for the Financial Report from Director Houseright in Mr. Meredith's absence.
 - January is low as noted (see data sheet) due to EMSMC holding billing because of the first of the year deductibles from insurance companies.
 - b. Year-to-date reimbursement is still very positive.
 - c. Chairman Taylor called for a motion to accept the FR.
 - i. Motion: Joe Senter. Second: Felicia Lawson
 - ii. Motion passed.
- V. Chairman Taylor called for the Rescue Squad Report from Captain Thompson.
 - a. The building is in the process of a full face lift.
 - i. The bay floors have been redone.
 - ii. The bay walls have been painted and walls refurbished.
 - iii. The work on the living quarters starts Friday morning, March 28th.
 - Clayton is bringing in their own team to redo the electrical completely and add in updated breaker boxes.
 - iv. MERS will be doing a "Mail out" fundraiser in the next few weeks.

- VI. Chairman Taylor called for the EMS Director's Report from Director Houseright.
 - a. A full-time pay scale adjustment needs to be addressed. Director Houseright offered the BOD three viable options.
 - i. After much discussion, Option 3 was chosen.
 - 1. EMT Basic: \$17.50
 - 2. Advanced EMT: \$20.00
 - 3. Paramedic: \$25.00
 - ii. Chairman Taylor called for a motion to accept the new pay scale.
 - 1. Motion: Brack Terry. Second: Clyde Short.
 - 2. Motion passed.
 - b. The employees voted to change the schedule to reflect a three-day weekend every other week as opposed to the two-day weekend shift in place now.
 - i. Only lost time will occur on implementation A-Shift will lose 12 hrs.
 - ii. No delay in payday.
 - iii. It will begin April 28, 2025
 - c. Director Houseright advised of his trip to Nashville for "Day on the Hill" for EMS providers.
 - Danny met with Senator Southerland, Representative Eldridge, and Representative Faison about several bills pertaining to reimbursement for EMS that are in "committee" at this time.
 - d. Covenant met with the Hamblen County Ambulance Regulatory Board and asked that they be allowed to open their own ambulance service in Hamblen County so

they could run their own basic ambulance transports from the West ER to the MHHS Main.

- i. The Regulatory Board denied their request.
- ii. All in town transports belong to MHEMS unless MHEMS requests assistance.
- iii. It was reiterated that any call that begins and ends in Hamblen County belongs to MHEMS. However, any call that begins and ends anywhere outside of Hamblen County can be transported by any service chosen.
- iv. Essentially, this means that the Covenant service can transport all of the out-of-town transports that either of the hospitals generate with one condition: MHEMS has to be given the opportunity to transport or deny it first.
- v. The Regulatory Board is drawing up the verbiage for all and should be ready with it by next week.

VII. With no further business, Chairman Taylor closed the meeting at 12:30

Jrp 3 27 25



PERSONNEL COMMITTEE

Thomas Doty Chairman

Stan Harville *Vice-Chairman*

Bobby Haun *Ex-Officio*

Debbie A'Hearn Member

> Dannie Bell Member

Edna Greene *Member*

Tim Horner Member

Peggy Howell Member

Joe Huntsman, Sr. Member

> Rodney Long Member

Wayne NeSmith Member

> Mike Reed Member

Mike Richardson Member

> Kyle Walker Member

Hamblen County Government PERSONNEL COMMITTEE

Monday, May 12, 2025 Immediately Following Adjournment of Finance Committee Large Courtroom – Hamblen County Courthouse

AGENDA

1. Call to Order – Chairman Thomas Doty

2. Visitors Wishing to Address the Committee about Agenda Items Only – Chairman Thomas Doty (Visitors will allotted 3 minutes to speak)

3. Old Business – Chairman Thomas Doty a. None

New Business – Chairman Thomas Doty

 Approval of Education Pay Submissions

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

6. Adjournment – Chairman Thomas Doty

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

<u>May 12, 2025</u>

EDUCATION

Last Name	First Name	Education	Amount
Glasscock	Daniel	Associate's	\$350
Warren	Anna	Bachelor's	\$850

Hamblen County Government CALENDAR & RULES COMMITTEE

Monday, May 12, 2025 Immediately Following Adjournment of the Personnel Committee Large Courtroom of the Hamblen County Courthouse

AGENDA

- 1. Call to Order Chairman Thomas Doty
- 2. Visitors Wishing to Address the Committee about Agenda Items Only Chairman Thomas Doty (Visitors will be allotted 3 minutes to speak)
- 3. Old Business Chairman Thomas Doty a. None

4. New Business - Chairman Thomas Doty

- a. Review of Regular Calendar Items
- b. Review of Consent Calendar Items
- 5. Items of Interest Chairman Thomas Doty a. None

6. Adjournment – Chairman Thomas Doty

TENNESSEE Hamblen County

CALENDAR & RULES COMMITTEE

Thomas Doty Chairman

Tim Horner Vice-Chairman

Bobby Haun *Ex-Officio*

Debbie A'Hearn Member

Peggy Howell Member

Joe Huntsman, Sr. Member

> Mike Reed Member

Mike Richardson Member

HAMBLEN COUNTY LEGISLATIVE BODY

Regularly Scheduled Monthly Meeting Thursday, May 22, 2025 5:00 p.m.

Open Meeting - Sheriff Chad Mullins

Call to Order - Chairman Bobby Haun

Prayer – TBD

Pledge of Allegiance – Chairman Rodney Long

Roll Call - County Clerk Peggy Henderson

Prepared under the direction of: Chairman Bobby Haun

Order #	Vote				
1		Recognition/Presentations/Proclamations (Commission Chairman Bobby Haun)			
		a. None			
2		Public Comment (Commission Chairman Bobby Haun) (3 Minutes Per Speaker)			
-		a. Regarding General/Non-Agenda Items			
		b. Regarding Agenda Items			
		D. Regarding Agenda items			
3		Nominations/Appointments (Commission Chairman Bobby Haun)			
	Vote	a. District #9 Commissioner Appointment			
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 Bobby Haun)			
Ũ	Vote	a. Consent Calendar			
	voic				
7		RECESS AS HAMBLEN COUNTY LEGISLATIVE BODY-CONVENE AS HAMBLEN COUNTY BEER BOARD			
,		a. Beer Permit for HM Food Mart-Ratilal Mangultas Patel- 4450 Enka Highway, Morristown, TN 37813			
		a. Deel Fernit for fini food marchatilar manguitas Fatel 4450 Enka fingriway, mornstown, fix 57615			
		RECONVENE AS HAMBLEN COUNTY LEGISLATIVE BODY (Chairman Bobby Haun)			
8					
õ	Voto	BEER PERMIT VOTE			
	Vote	a. Beer Permit for HM Food Mart-Ratilal Mangultas Patel- 4450 Enka Highway, Morristown, TN 37813			
		Finance Committee (Chaimean Dadrey Lana)			
9	., .	Finance Committee (Chairman Rodney Long)			
	Vote	a. Application for FEMA EOC Grant			
	Vote	b. FY25 Homeland Security Grant Application			
	Vote	c. Construction Contract between Hamblen County Government and Construction Partners, LLC			
	Vote	d. Equipment Rental Agreement-Diverse Computing			
	Vote	e. Opioid Abatement Committee Funding Recommendation-Third Judicial District Recovery Court Support			
		Services- \$20,000 and 10,000 DARE Program			
	Vote	f. Construction Bids for Health Department			
		g. Budget Amendment			
	Vote	i. Hamblen County Department of Education Budget Amendment #8 Increase of \$1,467,548.74			
	Vote	ii. Fund #101 Civil Defense \$538.25			
10		Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Bobby Haun)			
		a. June 2025 Committee Meeting: Monday, June 16, 2025, at 5:00 p.m. at the Courthouse -Large Courtroom			
		b. Junel 2025 Commission Meeting: Thursday June 26, 2025, at 5:00 p.m. at the Courthouse- Large Courtroom			
		c. Budget Committee Meetings May 2025 and June 2025			
		i. Saturday, May 17, 2025			
		ii. Thursday, May 22, 2025			
		iii. Thursday, June 12, 2025			
11		Adjournment (Commission Chairman Bobby Haun)			

Thursday, May 22, 2025

CONSENT CALENDAR May 22, 2025 Hamblen County Legislative Body

rder #	Item	Placed From
1	Approval of the Previous Month's Minutes –April 24, 2025	Commission Chairman
2	Approval of Notaries	County Clerk Peggy Henderson
3	Jail/Justice Center Project Expenditures as of April 30, 2025	Justice Center/Public Safety Committee
4	Expenditure Reports – April 2025	Finance Committee
5	Monthly Checks- April 2025	Finance Committee
6	Planning Commission Building Permit Log -April 2025	Finance Committee
7	County Attorney Invoices – April 2025	Finance Committee
8	Trustee Report-April 1, 2025 – April 30, 2025	Finance Committee
10	Budget Amendments i. Fund #101 Jail \$12,000 ii. Fund #101 Mental Health Court \$5,020 iii. Fund #101 Sheriff's Department \$1,000 iv. Fund #101 Sheriff's Department \$500 v. Fund #122 Drug Enforcement Fund \$1,500	Finance Committee
11	Morristown-Hamblen Emergency Medical Service Board of Directors Meeting Report March 26, 2025	Finance Committee
12	Approval of Education Pay Submissions for March 2025	Personnel Committee
13	Hamblen County Opioid Abatement Committee Meeting Minutes May 6, 2025	Opioid Abatement Committee

Thursday, May 22, 2025



BUDGET COMMITTEE

Rodney Long Chairman

Thomas Doty Vice-Chairman

Bobby Haun *Ex-Officio*

Debbie A'Hearn Member

> Dannie Bell Member

Edna Greene *Member*

Stan Harville Member

Tim Horner Member

Peggy Howell Member

Joe Huntsman, Sr. Member

Wayne NeSmith Member

> Mike Reed Member

Mike Richardson Member

> Kyle Walker Member

Hamblen County Government BUDGET COMMITTEE

Monday, May 12, 2025 Following the Adjournment of the Calendar and Rules Committee Hamblen County Courthouse – Large Courtroom

AGENDA

- 1. Call to Order Chairman Rodney Long
- 2. Visitors Wishing to Address the Committee Chairman Rodney Long (Visitors will be allotted 3 minutes to speak)
- 3. Old Business Chairman Rodney Long a. None
- 4. New Business Chairman Rodney Long
 - a. Fiscal Year 2025/2026 Budget Overview Presentation-County Mayor Chris Cutshaw
 - b. Recovery Court Tab 27-Treatment Court Coordinator Penny Knight
 - c. Mental Health Court Tab 30- Treatment Court Coordinator Penny Knight
 - d. Drug Court Expansion Tab 42- Treatment Court Coordinator Penny Knight

5. Items of Interest – Chairman Rodney Long a. Upcoming Budget Meetings

- Saturday, May 17, 2025 9:00 a.m.
- Thursday, May 22, 2025 5:00 p.m.
- Thursday, June 12, 2025 5:00 p.m.

6. Adjournment - Chairman Rodney Long

BEER BOARD MAY 2025



HAMBLEN COUNTY CLERK

Peggy Henderson

511 W Second North Street, Morristown, TN 37814

Phone: (423)586-1993 Fax: (423)585-2015

May 5, 2025

TO ALL COUNTY COMMISSIONERS:

Enclosed, please find a beer permit application for HM FOOD MART

4450 Enka Hwy, Morristown, TN 37813. The Business owner is

Ratilal Mangultas Patel. This application is for reconsideration at the May 22, 2025

county commission meeting. The business is in the 10th district and will be

for off-premises beer permit.

Thank You,

eggythenderson

Peggy Henderson Hamblen County Clerk



BEER PERMIT CHECKLIST

Applicant: HM Food Mart Ratilal Patel

Circle One:	
Yes No	Application Received - Date Received: 4-1-25
(Yes) No	Application Fee Paid \$ 350.00 Date Paid: <u>4-1-25</u>
(Yes) No	Advertised in Local Newspaper – Date: 4-5-25
Yes No	Notification Letter mailed to Commissioners - Date: <u>4-3-25</u>
(Yes) No	Criminal Background Check Completed (attached)
Yes No	Is property properly zoned? (verify w/Planning & Zoning) – Zone: $\underline{A1}$.
Yes No	Sales Tax Registration Received – Date Received: (new permit holder/due 10 days after permit issued)

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

Return to Committee Cover

APPLICATION FOR A BEER PERMIT

STATE OF TENNESSEE			
COUNTY OF Hamblen			
BOARD MEETING DATE: 4-24	- 2025	MAP NO.	051
TYPE OF PERMIT:		PARCEL NO.	083.00
On-Premises Off-Premises	<u>×</u>		
On and Off Premises Manufacturer's or Distributor's Temporary (Special Event)			
1911F-1-19 (-1			

I HEREBY MAKE APPLICATION FOR A PERMIT TO SELL, STORE, MANUFACTURE, OR DISTRIBUTE BEER OR OTHER BEVERAGES AUTHORIZED TO BE SOLD, STORED, MANUFACTURED OR DISTRIBUTED UNDER THE PROVISIONS OF TENNESSEE CODE ANNOTATED §57-5-101 ET SEQ., AND BASE MY APPLICATION UPON THE ANSWERS TO THE FOLLOWING QUESTIONS:

- Full name of applicant: (owner of business) RATITAL Mangaldas PATEL 1.
- Type of applicant: (check one) 2.

		Corporation X
Person	Firm	
Syndicate	Association	Joint-Stock Company

Give the name and address of all persons, firms, corporations, joint-stock companies, syndicates or associations who own 5% or more of the business (attach 3. additional sheet, if needed)

RAtilal	mangaldas	Puter	
4450 En	KU HWY MOR	Ristan TM-3	7813

If The owner is an individual, answer Questions 4-8. Otherwise, proceed to Question 9

What is your present home 4.

ddress? 526 CLIFF of MORRISTOWN TN-37814

addie	ss! <u>JAE CUI</u>	(use additional sheet if necessary)
5.	Previous address(es) with	in the last ten years (use additional sheet if necessary)
	NIM	

Date of birth 11/28/ 1967 6.

- Applicant's home telephone 917-463-7060 7.
- Applicant's business telephone <u>g17-413-7060</u> 8.
- Under what name will the business operate 9.

Hm Food MART

Give business address and geographical location 10.

4450 EMKA HWY MORRISTOWN TN-37813

Describe the nature of the business you will operate 11. Retail c-store

Name and address of the person to receive annual tax notices and any other 12. communication

RAJILUL Mangul DAS Patel 4450 EMKEL HWY MORRISTOWN TN. 37813

Name and address of property owner (if other than business owner) 13. Ratilul m Patel

526 CLIFF St MORRISTOWN TO 37814

Will this permit be used to operate two or more restaurants or other businesses 14. within the same building? (yes or no) If yes, specify number _

And list the names of all restaurants or other businesses and describe all locations (use separate sheet if necessary)

NA

Give the name, date of birth, and address of any manager other than the 15. applicant

NIA

Has any person who owns five percent (5%) or more of the business, any 16. manager listed in response to Question 15 above, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime (other than minor traffic violations) within the past ten (10) years? \underline{No} If yes, give the particulars of each charge, the court, and the date convicted.

Have you, your business or any person who owns five percent (5%) or more of 17. the business ever had a beer permit revoked, suspended or denied in the State of No_<u>%</u>_____ Yes Tennessee

If yes, specify where, when and why

Give the name, relationship to the applicant (if applicable) and address of the 18. former beer permittee at this location

Give the name of the owner and the address of the nearest residential dwelling to 19. your business

Kenneth Phillips	
2545 Bonnie Ly	
Morristavy TN. 37813	

I CERTIFY THAT THIS APPLICATION CONTAINS TRUE INFORMATION TO THE BEST OF MY KNOWLEDGE AND BELIEF. I CERTIFY THAT I HAVE BEEN A CITIZEN OR LAWFUL RESIDENT OF THE UNITED STATES FOR AT LEAST ONE (1) YEAR IMMEDIATELY PRECEDING THE DATE THIS APPLICATION IS MADE TO THE COUNTY. I AM AWARE OF MY CONTINUING OBLIGATION TO AMEND OR SUPPLEMENT THIS APPLICATION PROMPTLY IF A CHANGE IN CIRCUMSTANCES AFFECTS THE RESPONSES PROVIDED IN THIS APPLICATION, EITHER BEFORE OF AFTER A PERMIT HAS BEEN ISSUED. I CERTIFY THAT I AM KNOWLEDGEABLE OF THE LAWS PROHIBITING THE SALE OF BEER TO MINORS. I AM AWARE THAT I WILL NOT BE ISSUED A BEER PERMIT OR MY PERMIT WILL BE REVOKED IF MY BUSINESS LOCATION CAUSES TRAFFIC CONGESTION OR INTERFERES WITH SCHOOLS, CHURCHES OR OTHER PLACES OF PUBLIC GATHERING OR OTHERWISE INTERFERES WITH PUBLIC HEALTH, SAFETY AND MORALS. I WILL SURRENDER TO THE BEER BOARD ANY PERMIT ISSUED UNDER THIS APPLICATION WITHIN FIFTEEN (15) DAYS OF TERMINATION OF THE BUSINESS, CHANGE IN OWNERSHIP, RELOCATION OF THE BUSINESS, OR CHANGE OF THE BUSINESS'S NAME.

Signature of Applicant/Owner (or authorized officer)

Sworn to and subscribed before me this _____ day of April _, 20_<u>à</u> J

My Commission Expires

NOTICE: A non-refundable \$250.00 fee must accompany this application. If the application is approved, you are required to provide documentation of sales tax registration to the county within ten(10) days of approval.

An annual privilege tax of \$100.00 is imposed on the business of selling, distributing, storing or manufacturing beer in this state. The tax is due each January 1 and is payable to the <u>Hamblen</u> County Clerk. This tax is prorated for new permits issued after January 1, and must be paid when the permit is issued.

ANY APPLICANT MAKING A FALSE STATEMENT IN THIS APPLICATION SHALL FORFEIT HIS OR HER PERMIT AND SHALL NOT BE ELIGIBLE TO RECEIVE ANY PERMIT FOR TEN (10) YEARS.

2

04/01/2025

04/01/2025

Change

PEGGY HENDERSON HAMBLEN COUNTY CLERK

511 W. 2ND NORTH ST MORRISTOWN, TN 37814



Example 1

RECEIPT BOOK: GENERAL RECEIPTS - FEE IS NOT REFUNDABLE

Received Of		ITEM			QTY	EACH 250.00	EXTENSION 250.00
RATILAL MANGU	JLTAS PATEL	Beer Application			1		250.00
For BEER PERMIT						Total	230.00
Mail To							
Cash Check Credit Card Change	250.00 .00 .00 .00		(8)	BY	WK01	31	ED
		DETACH ALONG THIS LINE					

PEGGY HENDERSON HAMBLEN COUNTY CLERK

511 W. 2ND NORTH ST MORRISTOWN, TN 37814

RECEIPT
0062850

RECEIPT BOOK: GENERAL RECEIPTS - FEE IS NOT REFUNDABLE

	RECENT DOOL	ITCNA		QTY	EACH	EXTENSION
Received Of	JLTAS PATEL	ITEM Beer Application		1	250.00	250.00
For BEER PERMIT					Total	250.00
Mail To						
Cash	250.00		BY			
Check Credit Card Change	00. 00. 00.			WK01	31	ED

Page		1 of 1 05	/02/2025 15:23:28	Ad Number	:	22333128
Order Number PO Number	ł	22227093		Ad Key Salesperson Publication		03 - Class Rep 03 Citizen Tribune
Customer Contact		21875800 H	AMBLEN CO BEER BOARD. (02)	Section Sub Section	:	Classified Section Classified Section
Address1 Address2	:		O. COURTHOUSE	Category Dates Run	:	Public Notices-130 05/10/2025-05/10/2025
City St Zip Phone	:	(423) 586-19		Days Size	÷	1 1 x 4.22, 44 lines
Fax	:	(423) 587-97	'98	Words Ad Rate		57 Open 26 08
Printed By Entered By	ł	ctadtaker3 ctadtaker2		Ad Price Amount Paid Amount Due		36.08 0.00 36.08
Keywords Notes	÷	Beer Board		Amount Due		00.00
NULES						

PUBLIC NOTICE

:

Zones

Beer Permit to be reconsider at the May 22, 2025 Hamblen County Commission meeting to be held at the Hamblen County Courthouse, Large Courtroom at 5:00 p.m.

Business Name: HM Food Mart Address: 4450 Enka Hwy Morristown, TN 37813

Business Owner: Ratilal Mangultas Patel

Phone Number: 917-463-7060

District: 10th District Off-premise permit

> Publish Dates 05/10/2025



HAMBLEN COUNTY CLERK Peggy Henderson 511 West Second North Street, Morristown, TN 37814 Phone: (423) 586-1993 Fax: (423) 585-2015

Date: 4-1-2029

TO: SHERIFF CHAD MULLINS

FROM: PEGGY HENDERSON, HAMBLEN COUNTY CLERK

RE: BEER LICENSE APPLICATION

Attached is a copy of an application for a beer permit in Hamblen County. The Beer Board has requested that you verify any conviction of any crime (other than traffic violations) within the last 10 years for the owner of the business and any name listed in question #14. Once verified, please sign below and return to my office before the next County Commission meeting. You may fax response to (423)-585-2015.

Thank you, Peggy Henderson, Hamblen County Clerk

Findings are as follows:

20 100 H. HO1 Signature: Date: 4-1-35 NO RECORDS FOUND APR 6 2025 THIS RECORDS CHECK COVERS APPROXIMATELY THE LAST 16 YEARS

4532811628

r,q

manisten county zoning new	Boo4-35
 Initial license application Renewal of exiting license Existing business change of location 	$\begin{array}{c} B & 0.04 - 25 \\ \hline B & 0.04 - 25 \\ \hline D & Approved & Date & 4 - 1 - 25 \\ \hline D & Denied & Initials & M \end{array}$
Property Address: 4450 Enky Morrist Subdivision Name:	0Wy TN 37813 Lot#
Tax Map-Group-Parcel-Zone: 051-083.00-AL Business Name: HM Food Mart	
Proposed Use: Commercial/Industrial Business Home Based Business/Home Occupation (A Custon	nary Home Occupation Request must be completed)
Description of Business: Gas Station	
How long has the business been in operation? Are there other businesses on the property? Yes	

Is there business vehicles parked on the property? Yes No D Will any new construction or alterations be necessary? Yes D No D

Applicants Name: Reifilei	Patel
	Morritown TN. 37813
Phone # 917 463 706	e-mail address.

Notes: Every county business license, location expansion and change of location application needs to be reviewed and approved by the Hamblen County Zoning before a business license application can be processed.

Hamblen County has zoning districts that reflect the diversity of business and neighborhood uses. Each zoning district has different regulations about the type of business activities that are permitted.

It is very important that you check the zoning requirements of your proposed business location carefully) It is critical that you:

DO NOT enter into any financial commitments (i.e. sign a lease) unless you are certain that you are in a proper zoning district that allows the proposed business activity.

DO NOT assume the previous owner's zoning approval applies.

planning(o)drive/cho&businesslicense/businesslicense