



DATE: November 8, 2021
TO: Hamblen County Legislative Body
FROM: Bill Brittain, Hamblen County Mayor
RE: **2021 Committee Meeting Information**

Monday, November 8, 2021 at 5:30 p.m.-Large Courtroom-Hamblen County Courthouse

- **Justice Center/Jail Project Committee**
- **Finance Committee-** *Immediately following the adjournment of the Justice Center/Jail Project Committee*
- **Public Services Committee--** *Immediately following the adjournment of the Finance Committee*
- **Calendar and Rules Committee-** *Immediately following the adjournment of the Public Services Committee*

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • *office.* 423.586.1931 • *fax.* 423.585.4699

www.HamblenCountyTN.gov • *email.* bbrittain@co.hamblen.tn.us

[Return to Committee Cover Page](#)

Hamblen County Government
JUSTICE CENTER/JAIL PROJECT COMMITTEE



Monday, November 8, 2021

Large Courtroom-Hamblen County Courthouse

JUSTICE
CENTER/JAIL
PROJECT
COMMITTEE

AGENDA

Tim Horner
Chairman

1. Call to Order – *Chairman Tim Horner*

James Stepp
Vice-Chairman

2. Visitors Wishing to Address the Committee about Agenda Items Only –
Chairman Tim Horner (Visitors will be allotted 5 minutes to speak)

Eileen Arnwine
Member

3. Old Business-*Chairman Tim Horner*

Jeff Akard
Member

a. None

Chris Cutshaw
Member

4. New Business- *Chairman Tim Horner*

a. Contract with Blaine Construction Company

b. Resolution 21-___ Authorizing the Issuance of General Obligation Bonds of Hamblen County, Tennessee in the Aggregate Principal Amount of Not to Exceed \$10,000,000

Randy DeBord
Member

5. Items of Interest (No Action Necessary) – *Chairman Tim Horner*

Thomas Doty
Member

a. None

Tim Goins
Member

6. Adjournment – *Chairman Tim Horner*

Bobby Haun
Member

Joe Huntsman, Sr.
Member

Wayne NeSmith
Member

Mike Reed
Member

Howard Shipley
Member

Taylor Ward
Member



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 Eighteenth day of October in the year Two Thousand Twenty-One

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

BETWEEN the Owner:

(Name, legal status, address and other information)

Hamblen County
511 West Second North Street
Morristown, Tennessee 37814
Telephone Number: 423-586-1931

and the Contractor:

(Name, legal status, address and other information)

Blaine Construction Corporation
6510 Deane Hill Drive
Knoxville, Tennessee 37919
Telephone Number: (865) 693-8900

for the following Project:

(Name, location and detailed description)

Hamblen County Justice Center
Morristown, Tennessee

The Architect:

(Name, legal status, address and other information)

Moseley Architects P.C.
6210 Ardrey Kell Road
The Hub at Waverly
Suite 425
Charlotte, North Carolina 28277

The Owner and Contractor agree as follows.

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.

Init.

TABLE OF ARTICLES

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

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.

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 seven hundred sixty (760) calendar days from the date of commencement of the ~~Work.~~ Work, and finally complete no later than sixty (60) calendar days thereafter.

[] By the following date:

§ 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
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§ 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 Ninety-Two Million, Two Hundred Eight Thousand, Five Hundred and 48/100 Dollars (\$ 92,208,500.48), 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:

Item	Price
<u>Alternate No. 1: Upfit Level 2 housing units 3E and 3F</u>	<u>\$ 734,000.00</u>
<u>Alternate No. 2: Upfit Level 3 housing units 3C and 3D</u>	<u>\$ 1,852,750.00</u>
<u>Alternate No. 3: Upfit Level 3 housing units 3A and 3B</u>	<u>\$2,929,000.00</u>
<u>Alternate No. 4: Preferred Manufacturer – Tyco Raven Institutional Sprinkler Heads</u>	<u>\$0.00</u>
<u>Alternate No. 6: Preferred Manufacturer – Steel Cell of North America</u>	<u>\$0.00</u>

§ 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.)*

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
<u>Allowance No. 1: Interior Signage</u>	<u>\$ 50,000.00</u>
<u>Unit Price Allowance No. 1: Removal of Unsatisfactory Soil, off-site disposal and backfill</u>	<u>\$62,226.00</u>
<u>Unit Price Allowance No. 2: Excavation in Trenches, off-site disposal and backfill</u>	<u>\$41,484.00</u>
<u>Unit Price Allowance No. 3: Import Topsoil</u>	<u>\$5,185.50</u>
<u>Unit Price Allowance No 4: Crushed Stone</u>	<u>\$3,629.85</u>
<u>Unit Price Allowance No 5: Aggregate Base Course</u>	<u>\$2,903.88</u>
<u>Unit Price Allowance No. 6: Geotextile Fabric</u>	<u>\$518.55</u>
<u>Unit Price Allowance No. 7: Subsurface Drains</u>	<u>\$3,111.00</u>
<u>Unit Price Allowance No. 8: Moisture vapor treatment on concrete slabs</u>	<u>\$124,970.55</u>

Init.

<u>Unit Price Allowance No. 9a: Micro-piles, Pile Type 1</u>	<u>\$323,762.51</u>
<u>Unit Price Allowance No 9b: Micro-piles, Pile Type 2</u>	<u>\$1,279,958.64</u>

§ 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.)

Item	Units and Limitations	Price per Unit (\$0.00)
<u>Unit Price Allowance No. 1: Removal of Unsatisfactory Soil, off-site disposal and backfill</u>	<u>1,500 c.y.</u>	<u>\$41.48 per c.y.</u>
<u>Unit Price Allowance No. 2: Excavation in Trenches, off-site disposal and backfill</u>	<u>500 c.y.</u>	<u>\$82.97 per c.y.</u>
<u>Unit Price Allowance No. 3: Import Topsoil</u>	<u>100 c.y.</u>	<u>\$ 51.86 per c.y.</u>
<u>Unit Price Allowance No 4: Crushed Stone</u>	<u>100 tons</u>	<u>\$36.30 per ton</u>
<u>Unit Price Allowance No 5: Aggregate Base Course</u>	<u>100 tons</u>	<u>\$29.04 per ton</u>
<u>Unit Price Allowance No. 6: Geotextile Fabric</u>	<u>100 s.y.</u>	<u>\$5.19 per s.y.</u>
<u>Unit Price Allowance No. 7: Subsurface Drains</u>	<u>100 l.f.</u>	<u>\$31.00 per l.f.</u>
<u>Unit Price Allowance No. 8: Moisture vapor treatment on concrete slabs</u>	<u>48,200 s.f.</u>	<u>\$2.59 per s.f.</u>
<u>Unit Price Allowance No. 9a: Micro-piles, Pile Type 1</u>	<u>152 piles x 45 l.f.</u>	<u>\$47.33 per l.f.</u>
<u>Unit Price Allowance No 9b: Micro-piles, Pile Type 2</u>	<u>463 piles x 45 l.f.</u>	<u>\$61.43 per l.f.</u>
<u>Unit Price 1: Micro-pile Grout:</u>	<u>Per c.f.</u>	<u>\$29.82 per c.f.</u>
<u>Unit Price 2: Soil Nail:</u>	<u>Per l.f.</u>	<u>\$20.74 per l.f.</u>
<u>Unit Price 3: Soil Nail Grout:</u>	<u>Per c.y.</u>	<u>\$608.78 per c.y.</u>
<u>Unit Price 4: Soil Nail Shotcrete Facing</u>	<u>Per c.y.</u>	<u>\$450.10 per c.y.</u>

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$1,000 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.)

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:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than ~~the day of the month~~ thirty days after the Owner receives the Certified Application for Payment. 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 ~~(—forty-five (45)~~ (45) days after the Architect receives the Application for Payment.

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

Init.

§ 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:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably 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
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

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

§ 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.)

Until final completion, the Owner will pay 95% of the amount due the Contractor on account of progress payments and will retain the remaining five percent (5%) of the amount due the Contractor on the Project. At the Owner's option, retainage may be reduced to two- and one-half percent (2.5%) when the Project is eighty percent (80%) complete.

§ 5.1.7.1.1 The following items are not subject to retainage:

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

§ 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.)

§ 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

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[Return to Committee Cover Page](#)

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.)

§ 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

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

§ 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:

§ 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 % one percent

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.)

§ 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

Litigation in a court of competent jurisdiction

Other *(Specify)*

Init.

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.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 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.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 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)

Bill Brittain, County Mayor Hamblen County
Hamblen County
511 West Second North Street
Morristown, Tennessee 37814
Telephone Number: (423) 586-1931

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Gary Bennett, President
Blaine Construction Corporation
6510 Deane Hill Drive
Knoxville, Tennessee 37919
Telephone Number: (865) 693-8900

§ 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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, 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 to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1 The Contractor shall provide prompt written notice to the Owner and Architect if the Contractor becomes aware of any defect(s) or suspected defect(s) in the Architect's professional services or Instruments of Service, so that the Architect may be afforded the opportunity to address such alleged defect(s). The Contractor shall include in any Sub-Contractor Agreements a similar notification requirement on the part of the Sub-Contractor. Failure by the Contractor to promptly notify the Owner and Architect in writing of the discovery or suspicion of such defect(s) of which the Contractor is aware shall relieve the Owner and Architect of liability for any damages caused by the defect(s) in excess of the damages that would have been incurred if the Contractor had given prompt notification to the Owner and Architect when such defect(s) were first discovered or suspected by the Contractor and the Architect had promptly corrected such defects.

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 A101™-2017, Exhibit A, Insurance and Bonds~~
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

- .5 Drawings dated August 26, 2021

GENERAL

COVER - VOLUME I

G1.0 SECURITY WALL PLAN - LEVEL 0

G1.1 SECURITY WALL PLAN - LEVEL 1 AND 1M

G1.2 SECURITY WALL PLAN - LEVEL 2 AND 2M

G1.3 SECURITY WALL PLAN - LEVEL 3 AND 3M

G2.1 GENERAL INFORMATION - AIR BARRIER

G2.2 INTEGRATED MOCKUP PANEL

LIFE SAFETY

LS1.0 CODE SUMMARY

LS2.0 LIFE SAFETY FLOOR PLAN - LEVEL 0

LS2.1 LIFE SAFETY FLOOR PLAN - LEVEL 1

LS2.1M LIFE SAFETY FLOOR PLAN - LEVEL 1M

LS2.2 LIFE SAFETY FLOOR PLAN - LEVELS 2 AND 2M

LS2.3 LIFE SAFETY FLOOR PLAN - LEVELS 3 AND 3M

LS3.0 FIRE PROTECTION PLAN - LEVEL 0

LS3.1 FIRE PROTECTION PLAN - LEVEL 1 AND 1M

LS3.2 FIRE PROTECTION PLAN - LEVEL 2 AND 2M

LS3.3 FIRE PROTECTION PLAN - LEVEL 3 AND 3M

LS4.1 FIRE RESISTIVE ASSEMBLIES

LS4.2 FIRE RESISTIVE ASSEMBLIES

LS4.3 FIRE RESISTIVE ASSEMBLIES

LS4.4 FIRE RESISTIVE ASSEMBLIES

LS4.5 FIRE RESISTIVE ASSEMBLIES

LS4.6 FIRE RESISTIVE ASSEMBLIES

CIVIL

C0.1 GENERAL NOTES AND STANDARD SYMBOLS

C0.2 EXISTING CONDITIONS

C0.3 SITE DEMOLITION PLAN

C0.4 UTILITIES DEMOLITION PLAN

C0.5 PROPOSED PROPERTY LAYOUT

C1.0 SITE LAYOUT PLAN

C1.1 SITE LAYOUT INSETS
C2.0 GRADING PLAN
C2.1 SITE GRADING AND DRAINAGE PLAN INSETS
C2.2 SITE GRADING AND DRAINAGE PLAN INSETS
C2.3 STORMWATER PLAN
C2.4 EROSION CONTROL PLAN - INITIAL
C2.5 EROSION CONTROL PLAN - INTERMEDIATE
C2.6 EROSION CONTROL PLAN - FINAL
C2.7 HELEN ROSS MCNABB DEMOLITION PLAN
C2.8 HELEN ROSS MCNABB IMPROVEMENTS
C2.9 427 N. JACKSON STREET PAVING EXHIBIT
C3.0 WATER AND GAS PLAN
C3.1 SEWER LINE A PLAN AND PROFILE, STA 10+00 TO 12+10
C3.2 SEWER LINE A PLAN AND PROFILE, STA 12+10 TO 17+59
C3.3 SEWER LINE B PLAN AND PROFILE
C4.0 LANDSCAPE PLAN
C5.0 STANDARD SITE DETAILS
C5.1 STANDARD SITE DETAILS
C5.2 STANDARD SITE DETAILS
C5.3 STANDARD SITE DETAILS
C5.4 STORM DRAINAGE DETAILS
C5.5 STORM DRAINAGE DETAILS
C5.6 EROSION CONTROL DETAILS
C5.7 EROSION CONTROL DETAILS
C5.8 UTILITY DETAILS
C5.9 UTILITY DETAILS
C5.10 UTILITY DETAILS
C5.11 UTILITY DETAILS
C5.12 UTILITY DETAILS
C5.13 RETAINING WALLS
C5.14 RETAINING WALLS
C5.15 RETAINING WALLS
C5.16 RETAINING WALLS
C5.17 RETAINING WALLS

SITE ELECTRICAL

CE0.1 ABBREVIATION, LEGEND, AND GENERAL NOTES
CE0.2 ELECTRICAL UTILITY EXISTING CONDITIONS
CE1.0 ELECTRICAL UTILITY SITE LAYOUT PLAN
CE2.0 ELECTRICAL SITE LIGHTING AND PUMP STATION PLAN
CE2.1 ELECTRICAL SITE VISUAL LIGHTING PLAN
CE5.0 ELECTRICAL DETAILS AND SCHEDULES

ARCHITECTURAL

A0.1 GENERAL ARCHITECTURAL INFORMATION
A0.2 WALL/PARTITION TYPES, WALL JOINTS AND TERMINATIONS
A1.1 ARCHITECTURAL SITE PLAN
A1.2 ARCHITECTURAL SITE DETAILS
A1.3 ARCHITECTURAL SITE DETAILS
A2.0.0 OVERALL FLOOR PLAN - LEVEL 0
A2.0.1 OVERALL FLOOR PLAN - LEVEL 1 AND 1M
A2.0.2 OVERALL FLOOR PLAN - LEVEL 2 AND 2M
A2.0.3 OVERALL FLOOR PLAN - LEVEL 3 AND 3M
A2.0.3a OVERALL FLOOR PLAN - LEVEL 3 - ALTERNATE
A2.0A FLOOR PLAN - LEVEL 0 - PART A
A2.0Ad FLOOR PLAN - LEVEL 0 - PART A DIMENSIONS
A2.0B FLOOR PLAN - LEVEL 0 - PART B

Init.

A2.0Bd FLOOR PLAN - LEVEL 0 - PART B DIMENSIONS
A2.1A FLOOR PLAN - LEVEL 1 - PART A
A2.1Ad FLOOR PLAN - LEVEL 1 - PART A DIMENSIONS
A2.1AM MEZZANINE FLOOR PLAN - LEVEL 1 - PART A
A2.1AMd MEZZANINE FLOOR PLAN - LEVEL 1 - PART A DIMENSIONS
A2.1B FLOOR PLAN - LEVEL 1 - PART B
A2.1Bd FLOOR PLAN - LEVEL 1 - PART B DIMENSIONS
A2.1BM MEZZANINE FLOOR PLAN - LEVEL 1 - PART B
A2.1BMd MEZZANINE FLOOR PLAN - LEVEL 1 - PART B DIMENSIONS
A2.1C FLOOR PLAN - LEVEL 1 - PART C
A2.1Cd FLOOR PLAN - LEVEL 1 - PART C DIMENSIONS
A2.1D FLOOR PLAN - LEVEL 1 - PART D
A2.1Dd FLOOR PLAN - LEVEL 1 - PART D DIMENSIONS
A2.2A FLOOR PLAN - LEVEL 2 - PART A
A2.2AM MEZZANINE FLOOR PLAN - LEVEL 2 - PART A
A2.2B FLOOR PLAN - LEVEL 2 - PART B
A2.2BM MEZZANINE FLOOR PLAN - LEVEL 2 - PART B
A2.3A FLOOR PLAN - LEVEL 3 - PART A
A2.3Aa FLOOR PLAN - LEVEL - PART A - ALTERNATE
A2.3Ad FLOOR PLAN - LEVEL 3 - PART A DIMENSIONS
A2.3AM MEZZANINE FLOOR PLAN - LEVEL 3M - PART A
A2.3AMa MEZZANINE FLOOR PLAN - LEVEL 3M - PART A - ALTERNATE
A2.3AMd MEZZANINE FLOOR PLAN - LEVEL 3M - PART A DIMENSIONS

~~4 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

A2.3B FLOOR PLAN - LEVEL 3 - PART B
A2.3Ba FLOOR PLAN - LEVEL 3 - PART B - ALTERNATE
A2.3Bd FLOOR PLAN - LEVEL 3 - PART B DIMENSIONS
A2.3BM MEZZANINE FLOOR PLAN - LEVEL 3M - PART B
A2.3BMa MEZZANINE FLOOR PLAN - LEVEL 3M - PART B - ALTERNATE
A2.3BMd MEZZANINE FLOOR PLAN - LEVEL 3M - PART B DIMENSIONS
A2.4.1 CONTROL ROOM FLOOR PLANS AND ENLARGED PLANS
A2.5.1 PLAN DETAILS
A3.0.1 FINISH SCHEDULE - LEVEL 0, 1 & 1M - PARTS A & B
A3.0.2 FINISH SCHEDULE - LEVEL 1 - PARTS C & D
A3.0.3 FINISH SCHEDULE - LEVELS 2, 2M, 3 AND 3M
A3.0.4 FINISH SCHEDULE - LEVEL 3 ALTERNATES
A3.0.5 FINISH PATTERN PLAN - PART C
A3.0.6 FINISH PATTERN PLAN - PART D AND PARTIAL PART B
A3.0.7 INTERIOR SIGNAGE
A3.1.1 DOOR AND FRAME SCHEDULE
A3.1.2 DOOR, FRAME AND GLAZING TYPES
A3.2.1 DOOR AND FRAME DETAILS
A3.2.2 WINDOW FRAME DETAILS
A3.3.1 DETENTION DOOR SCHEDULE
A3.3.2 DETENTION WINDOW SCHEDULE, DOOR & FRAME TYPES
A3.4.1 DETENTION DOOR AND FRAME DETAILS
A4.1.1 BUILDING ELEVATIONS
A4.1.2 BUILDING ELEVATIONS
A4.1.3 BUILDING ELEVATIONS
A4.1.4 BUILDING ELEVATIONS
A4.2.1 INTERIOR ELEVATIONS
A4.2.2 INTERIOR ELEVATIONS
A4.2.3 INTERIOR ELEVATIONS
A4.2.4 INTERIOR ELEVATIONS
A5.0.1 BUILDING SECTIONS
A5.0.2 BUILDING SECTIONS
A5.0.3 BUILDING SECTIONS

Init.

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[Return to Committee Cover Sheet](#) (1/25/15)

A5.1.0 WALL SECTIONS
A5.1.1 WALL SECTIONS
A5.1.2 WALL SECTIONS
A5.1.3 WALL SECTIONS
A5.1.4 WALL SECTIONS
A5.1.5 WALL SECTIONS
A5.1.6 WALL SECTIONS
A5.1.7 WALL SECTIONS
A5.1.8 WALL SECTIONS
A5.1.9 WALL SECTIONS
A5.2.1 SECTION DETAILS
A5.2.2 SECTION DETAILS
A5.2.3 SECTION DETAILS
A5.2.4 SECTION DETAILS
A5.2.5 SECTION DETAILS
A5.2.6 SECTION DETAILS
A5.2.7 SECTION DETAILS
A5.2.8 PRECAST PROFILES
A6.1.1 ENLARGED STAIR PLANS & DETAILS
A6.1.2 ENLARGED STAIR PLANS & DETAILS
A6.1.3 ENLARGED STAIR PLANS & DETAILS
A6.1.4 ENLARGED STAIR PLANS & DETAILS
A6.1.5 ENLARGED STAIR PLANS & DETAILS
A6.2.1 ENLARGED ELEVATOR PLANS
A7.1.1 TOILET ASSEMBLIES, SCHEDULE AND ENLARGED PLANS
A7.1.2 TOILET ASSEMBLIES, SCHEDULE AND ENLARGED PLANS
A7.2.1 ENLARGED PLANS
A7.2.2 ENLARGED PLANS
A7.2.3 DETENTION EQUIPMENT DETAILS
A7.2.4 DETENTION EQUIPMENT DETAILS
A7.3.1 ENLARGED PLAN & ELEVATIONS COURTROOM B
A7.3.2 ENLARGED PLAN & ELEVATIONS COURTROOM C
A7.4.1 ENLARGED FLOOR PLANS - MEDICAL
A7.5.1 ENLARGED PLANS - PUBLIC ENTRY
A8.1.1 CASEWORK AND ELEVATIONS
A8.1.2 CASEWORK AND ELEVATIONS
A8.2.1 COURTROOM CASEWORK ELEVATIONS, SECTIONS, & DETAILS
A8.2.2 COURTROOM CASEWORK ELEVATIONS, SECTIONS, & DETAILS
A8.2.3 COURTROOM CASEWORK ELEVATIONS, SECTIONS, & DETAILS
A8.2.4 WOOD TRIM DETAILS
A9.0A REFLECTED CEILING PLAN LEVEL 0 - PART A
A9.0B REFLECTED CEILING PLAN LEVEL 0 - PART B
A9.1A REFLECTED CEILING PLAN LEVEL 1 - PART A
A9.1AM REFLECTED CEILING PLAN LEVEL 1M - PART A
A9.1B REFLECTED CEILING PLAN LEVEL 1 - PART B
A9.1BM REFLECTED CEILING PLAN LEVEL 1M - PART B
A9.1C REFLECTED CEILING PLAN LEVEL 1 - PART C
A9.1D REFLECTED CEILING PLAN LEVEL 1 - PART D
A9.2A REFLECTED CEILING PLAN LEVEL 2 - PART A
A9.2AM REFLECTED CEILING PLAN LEVEL 2M - PART A
A9.2B REFLECTED CEILING PLAN LEVEL 2 - PART B
A9.2BM REFLECTED CEILING PLAN LEVEL 2M - PART B
A9.3A REFLECTED CEILING PLAN LEVEL 3 - PART A
A9.3Aa REFLECTED CEILING PLAN LEVEL 3 -PART A - ALTERNATE
A9.3AM REFLECTED CEILING PLAN LEVEL 3M - PART A
A9.3AMa REFLECTED CEILING PLAN LEVEL 3M -PART A -ALTERNATE
A9.3B REFLECTED CEILING PLAN LEVEL 3 -PART B

Init.

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(1146255915)
[Return to Committee Cover Page](#)

A9.3Ba REFLECTED CEILING PLAN - LEVEL 3-PART B -ALTERNATE
A9.3BM REFLECTED CEILING PLAN LEVEL 3M - PART B
A9.3BMa REFLECTED CEILING PLAN - LEVEL 3M - PART B -ALTERNATE
A9.4.1 REFLECTED CEILING DETAILS
A10.1 OVERALL ROOF PLAN

FOOD SERVICE

FS.01 FOOD SERVICE EQUIPMENT PLAN
FS.02 FOOD SERVICE EQUIPMENT SCHEDULE
FS.03 FOOD SERVICE PLUMBING PLAN
FS.04 FOOD SERVICE ELECTRICAL PLAN
FS.05 FOOD SERVICE DISHROOM DETAILS
FS.06 FOOD SERVICE COLD STORAGE & EXHAUST HOOD DETAILS

SECURITY ELECTRONICS

SE2.0A SECURITY - FLOOR PLAN - LEVEL 0 - PART A
SE2.0B SECURITY - FLOOR PLAN - LEVEL 0 - PART B
SE2.1A SECURITY - FLOOR PLAN - LEVEL 1 - PART A
SE2.1AM SECURITY - MEZZANINE FLOOR PLAN - LEVEL 1 - PART A
SE2.1B SECURITY - FLOOR PLAN - LEVEL 1 - PART B
SE2.1BM SECURITY - MEZZANINE FLOOR PLAN - LEVEL 1 - PART B
SE2.1C SECURITY - FLOOR PLAN - LEVEL 1 - PART C
SE2.1D SECURITY - FLOOR PLAN - LEVEL 1 - PART D
SE2.2A SECURITY - FLOOR PLAN - LEVEL 2 - PART A
SE2.2AM SECURITY - MEZZANINE FLOOR PLAN - LEVEL 2 - PART A
SE2.2B SECURITY - FLOOR PLAN - LEVEL 2 - PART B
SE2.2BM SECURITY - MEZZANINE FLOOR PLAN - LEVEL 2 - PART B
SE2.3A SECURITY - FLOOR PLAN - LEVEL 3 - PART A
SE2.3Aa SECURITY - FLOOR PLAN - LEVEL 3 - PART A - ALTERNATE
SE2.3AM SECURITY - MEZZANINE FLOOR PLAN - LEVEL 3 - PART A
SE2.3AMa SECURITY - MEZZANINE FLOOR PLAN - LEVEL 3 - PART A - ALTERNATE
SE2.3B SECURITY - FLOOR PLAN - LEVEL 3 - PART B
SE2.3Ba SECURITY - FLOOR PLAN - LEVEL 3 - PART B - ALTERNATE
SE2.3BM SECURITY - MEZZANINE FLOOR PLAN - LEVEL 3 - PART B
SE2.3BMa SECURITY - MEZZANINE FLOOR PLAN - LEVEL 3 - PART B - ALTERNATE
SE3.1 CAMERA SCHEDULE AND DETAILS
SE4.0 SECURITY ELECTRONICS - ONE LINE DIAGRAMS

STRUCTURAL

S0.0.1 GENERAL NOTES AND LEGENDS
S0.0.2 SCHEDULE OF SPECIAL INSPECTIONS
S0.0.3 WIND UPLIFT DIAGRAM
S1.0.1 MAT PLAN - LEVEL 0 - PART A
S1.0.2 MAT PLAN - LEVEL 0 - PART B
S1.1.1 SLAB PLAN - LEVEL 0 - PART A
S1.1.2 SLAB PLAN - LEVEL 0 - PART B
S1.1.3 SLAB CONTROL JOINT PLAN - LEVEL 0 - PART A&B
S2.0.1 CELL CAP SLAB PLAN - LEVEL 0 PART A&B
S2.1.1 FLOOR FRAMING PLAN - LEVEL 1 - PART A
S2.1.2 FLOOR FRAMING PLAN - LEVEL 1 - PART B
S2.1.3 FOUNDATION PLAN - LEVEL 1 - PART C
S2.1.4 FOUNDATION PLAN - LEVEL 1 - PART D
S2.1.4A SLAB CONTROL JOINT PLAN - LEVEL 1 - PART C&D
S2.1.5 MEZZANINE FLOOR FRAMING PLAN - LEVEL 1M - PART A
S2.1.6 MEZZANINE FLOOR FRAMING PLAN - LEVEL 1M - PART B
S2.2.1 FLOOR FRAMING PLAN - LEVEL 2 - PART A
S2.2.2 FLOOR FRAMING PLAN - LEVEL 2 - PART B

Init.

S2.2.3 ROOF FRAMING PLAN - LEVEL 2 - PART C
S2.2.4 ROOF FRAMING PLAN - LEVEL 2 & HIGH ROOF - PART D
S2.2.5 MEZZANINE FLOOR FRAMING PLAN - LEVEL 2M - PART A
S2.2.6 MEZZANINE FLOOR FRAMING PLAN - LEVEL 2M - PART B
S2.3.1 FLOOR FRAMING PLAN - LEVEL 3 - PART A
S2.3.2 FLOOR FRAMING PLAN - LEVEL 3 - PART B
S2.3.3 MEZZANINE FLOOR FRAMING PLAN - LEVEL 3M - PART A
S2.3.3A MEZZANINE FRAMING PLAN - LEVEL 3M - PART A - ALTERNATE
S2.3.4 MEZZANINE FLOOR FRAMING PLAN - LEVEL 3M - PART B
S2.3.4A MEZZANINE FRAMING PLAN - LEVEL 3M - PART B - ALTERNATE
S2.4.1 ROOF FRAMING PLAN - PART A
S2.4.2 ROOF FRAMING PLAN - PART B
S3.0.1 TYPICAL FOUNDATION DETAILS
S3.0.2 TYPICAL SLAB DETAILS
S3.0.3 TYPICAL FOUNDATION AND CONCRETE WALL DETAILS
S3.1.1 FOUNDATION SECTIONS
S3.1.2 FOUNDATION SECTIONS
S3.1.3 FOUNDATION SECTIONS
S3.1.4 FOUNDATION SECTIONS
S3.1.5 FOUNDATION SECTIONS
S3.1.6 FOUNDATION SECTIONS
S3.2.1 PILE CAP DETAILS
S4.0.1 TYPICAL MASONRY WALL AND LINTEL DETAILS
S4.0.2 TYPICAL FRAMING DETAILS
S4.1.1 FRAMING SECTIONS
S4.1.2 FRAMING SECTIONS
S4.1.3 FRAMING SECTIONS
S4.1.4 FRAMING SECTIONS
S4.1.5 FRAMING SECTIONS
S4.1.6 FRAMING SECTIONS
S4.1.7 FRAMING SECTIONS
S5.1.1 BRACING DETAILS
S6.1.1 WALL ELEVATIONS
S6.1.2 WALL ELEVATIONS
S6.1.3 WALL ELEVATIONS

MICROPILE

MP1.1.1 MICROPILE FOUNDATION PLAN-LEVEL 0-PART A
MP1.1.2 MICROPILE FOUNDATION PLAN-LEVEL 0 AND LEVEL 1-PART B
MP3.1.1 MICROPILE DETAILS

SOIL NAIL

SN1.1.1 SOIL NAIL PLAN
SN3.1.1 SOIL NAIL PLAN DETAILS

GENERAL

COVER - VOLUME II

PLUMBING

P0.1 LEGENDS, ABBREVIATIONS AND GENERAL NOTES
P2.0A LEVEL 0 FOUNDATION PLAN - PART A
P2.0B LEVEL 0 FOUNDATION PLAN - PART B
P2.0C LEVEL ONE FOUNDATION PLAN - PART C
P2.0D LEVEL ONE FOUNDATION PLAN - PART D
P2.1.1A LEVEL 0 FLOOR PLAN - SANITARY - PART A
P2.1.2A LEVEL 0 FLOOR PLAN - DOMESTIC - PART A
P2.1.3B LEVEL 0 FLOOR PLAN - SANITARY - PART B

Init.

P2.1.4B LEVEL 0 FLOOR PLAN - DOMESTIC- PART B
P2.2.1A LEVEL ONE FLOOR PLAN - SANITARY - PART A
P2.2.2A LEVEL ONE FLOOR PLAN - DOMESTIC- PART A
P2.2.3B LEVEL ONE FLOOR PLAN - SANITARY - PART B
P2.2.4B LEVEL ONE FLOOR PLAN - DOMESTIC - PART B
P2.2.5C LEVEL ONE FLOOR PLAN - SANITARY - PART C
P2.2.6C LEVEL ONE FLOOR PLAN - DOMESTIC - PART C
P2.2.7D LEVEL ONE FLOOR PLAN - SANITARY - PART D
P2.2.8D LEVEL ONE FLOOR PLAN - DOMESTIC- PART D
P2.2.9AM LEVEL ONE MEZZANINE PLAN - SANITARY - PART A
P2.2.10AM LEVEL ONE MEZZANINE PLAN - DOMESTIC - PART A
P2.2.11BM LEVEL ONE MEZZANINE PLAN - SANITARY - PART B
P2.2.12BM LEVEL ONE MEZZANINE PLAN - DOMESTIC - PART B
P2.3.1A LEVEL TWO FLOOR PLAN - SANITARY - PART A
P2.3.2A LEVEL TWO FLOOR PLAN - DOMESTIC - PART A
P2.3.3B LEVEL TWO FLOOR PLAN - SANITARY - PART B
P2.3.4B LEVEL TWO FLOOR PLAN - DOMESTIC - PART B
P2.3.5AM LEVEL TWO MEZZANINE PLAN - SANITARY - PART A
P2.3.6AM LEVEL TWO MEZZANINE PLAN - DOMESTIC - PART A
P2.3.7BM LEVEL TWO MEZZANINE PLAN - SANITARY - PART B
P2.3.8BM LEVEL TWO MEZZANINE PLAN - DOMESTIC - PART B
P2.4.1A LEVEL THREE FLOOR PLAN - SANITARY - PART A
P2.4.2A LEVEL THREE FLOOR PLAN - DOMESTIC- PART A
P2.4.3B LEVEL THREE FLOOR PLAN - SANITARY - PART B
P2.4.4B LEVEL THREE FLOOR PLAN - DOMESTIC- PART B
P2.4.5AM LEVEL THREE MEZZANINE PLAN - SANITARY - PART A
P2.4.6AM LEVEL THREE MEZZANINE PLAN - DOMESTIC- PART A
P2.4.7BM LEVEL THREE MEZZANINE PLAN - SANITARY - PART B
P2.4.8BM LEVEL THREE MEZZANINE PLAN - DOMESTIC - PART B
P2.5.1A ROOF PLAN - PART A
P2.5.1B ROOF PLAN - PART B
P2.5.1C ROOF PLAN - PART C
P2.5.1D ROOF PLAN - PART D
P3.1 ENLARGED PLAN - KITCHEN
P3.2 RISER DIAGRAMS - KITCHEN
P3.3 ENLARGED PLAN - MECHANICAL ROOMS
P3.4 ENLARGED PLANS AND RISERS
P3.5 ENLARGED PLANS AND RISERS
P3.6 ENLARGED PLANS AND RISERS
P3.7 ENLARGED PLANS AND RISERS
P3.8 ENLARGED PLANS AND RISERS
P3.9 ENLARGED PLANS AND RISERS
P3.10 ENLARGED PLANS AND RISERS
P3.11 NATURAL GAS RISER DIAGRAM
P3.12 STORM DRAIN RISER DIAGRAM
P3.13 STORM DRAIN RISER DIAGRAM
P3.14 STORM DRAIN RISER DIAGRAM
P3.15 STORM DRAIN RISER DIAGRAM
P3.16 STORM DRAIN RISER DIAGRAM
P3.17 STORM DRAIN RISER DIAGRAM
P4.1 ENLARGED COMPOSITE PLAN - GENERAL POPULATION
P4.2 ENLARGED COMPOSITE PLAN - SEGREGATION
P4.3 ENLARGED COMPOSITE PLAN - GENERAL POPULATION
P5.1 DETAILS - PLUMBING
P5.2 DETAILS - PLUMBING
P6.1 SCHEDULES

Init.

FIRE PROTECTION

FP0.1 LEGENDS, ABBREVIATIONS AND GENERAL NOTES

FP2.0A FLOOR PLAN - LEVEL 0 - PART A

FP2.0B FLOOR PLAN - LEVEL 0 - PART B

FP2.1A FLOOR PLAN - LEVEL 1 - PART A

FP2.1AM MEZZANINE FLOOR PLAN - LEVEL 1 - PART A

FP2.1B FLOOR PLAN - LEVEL 1 - PART B

FP2.1BM MEZZANINE FLOOR PLAN - LEVEL 1 - PART B

FP2.1C FLOOR PLAN - LEVEL C - PART C

FP2.1D FLOOR PLAN - LEVEL 1 - PART D

FP2.2A FLOOR PLAN - LEVEL 2 - PART A

FP2.2AM MEZZANINE FLOOR PLAN - LEVEL 2 - PART A

FP2.2B FLOOR PLAN - LEVEL 2 - PART B

FP2.2BM MEZZANINE FLOOR PLAN - LEVEL 2 - PART B

FP2.3A FLOOR PLAN - LEVEL 3 - PART A

FP2.3AM MEZZANINE FLOOR PLAN - LEVEL 3 - PART A

FP2.3B FLOOR PLAN - LEVEL 3 - PART B

FP2.3BM MEZZANINE FLOOR PLAN - LEVEL 3 - PART B

MECHANICAL

M0.1 LEGENDS, ABBREVIATIONS AND GENERAL NOTES

M0.2 SCHEDULES

M0.3 SCHEDULES

M1.0 SITE PLAN

M2.0A.1 FLOOR PLAN - LEVEL 0 - PART A - DUCTWORK

M2.0A.2 FLOOR PLAN - LEVEL 0 - PART A - PIPING

M2.0B.1 FLOOR PLAN - LEVEL 0 - PART B - DUCTWORK

M2.0B.2 FLOOR PLAN - LEVEL 0 - PART B - PIPING

M2.1A.1 FLOOR PLAN - LEVEL 1 - PART A - DUCTWORK

M2.1A.2 FLOOR PLAN - LEVEL 1 - PART A - PIPING

M2.1AM.1 FLOOR PLAN - LEVEL 1M - PART A - DUCTWORK

M2.1B.1 FLOOR PLAN - LEVEL 1 - PART B - DUCTWORK

M2.1B.2 FLOOR PLAN - LEVEL 1 - PART B - PIPING

M2.1BM.1 FLOOR PLAN - LEVEL 1M - PART B - DUCTWORK

M2.1C.1 FLOOR PLAN - LEVEL 1 - PART C - DUCTWORK

M2.1C.2 FLOOR PLAN - LEVEL 1 - PART C - PIPING

M2.1D.1 FLOOR PLAN - LEVEL 1 - PART D - DUCTWORK

M2.1D.2 FLOOR PLAN - LEVEL 1 - PART D - PIPING

M2.2A.1 FLOOR PLAN - LEVEL 2 - PART A - DUCTWORK

M2.2A.2 FLOOR PLAN - LEVEL 2 - PART A - PIPING

M2.2AM.1 FLOOR PLAN - LEVEL 2M - PART A - DUCTWORK

M2.2B.1 FLOOR PLAN - LEVEL 2 - PART B - DUCTWORK

M2.2B.2 FLOOR PLAN - LEVEL 2 - PART B - PIPING

M2.2BM.1 FLOOR PLAN - LEVEL 2M - PART B - DUCTWORK

M2.3A.1 FLOOR PLAN - LEVEL 3 - PART A - DUCTWORK

M2.3A.1a FLOOR PLAN - LEVEL 3 - PART A - DUCTWORK - ALTERNATE

M2.3A.2 FLOOR PLAN - LEVEL 3 - PART A - PIPING

M2.3A.2a FLOOR PLAN - LEVEL 3 - PART A - PIPING - ALTERNATE

M2.3AM.1 FLOOR PLAN - LEVEL 3M - PART A - DUCTWORK

M2.3AM.1a FLOOR PLAN - LEVEL 3M - PART A - DUCTWORK - ALTERNATE

M2.3AM.2 FLOOR PLAN - LEVEL 3M - PART A - PIPING

M2.3AM.2a FLOOR PLAN - LEVEL 3M - PART A - PIPING - ALTERNATE

M2.3B.1 FLOOR PLAN - LEVEL 3 - PART B - DUCTWORK

M2.3B.1a FLOOR PLAN - LEVEL 3 - PART B - DUCTWORK - ALTERNATE

M2.3B.2 FLOOR PLAN - LEVEL 3 - PART B - PIPING

M2.3B.2a FLOOR PLAN - LEVEL 3 - PART B - PIPING - ALTERNATE

M2.3BM.1 FLOOR PLAN - LEVEL 3M - PART B - DUCTWORK

Init.

M2.3BM.1a FLOOR PLAN - LEVEL 3M - PART B - DUCTWORK - ALTERNATE
M2.3BM.2 FLOOR PLAN - LEVEL 3M - PART B - PIPING
M2.3BM.2a FLOOR PLAN - LEVEL 3M - PART B - PIPING - ALTERNATE
M2.7 ROOF PLAN
M3.1 ENLARGED PLANS
M4.1 SECTIONS
M5.1 DETAILS
M5.2 DETAILS
M5.3 DETAILS
M5.4 ROOFTOP UNIT LAYOUT DETAILS
M5.5 ROOFTOP UNIT LAYOUT DETAILS
M5.6 ROOFTOP UNIT LAYOUT DETAILS
M6.1 SYSTEM SCHEMATICS
M7.1 CONTROLS
M7.2 CONTROLS

ELECTRICAL

E0.1 LEGENDS, ABBREVIATIONS AND GENERAL NOTES
E1.1 ELECTRICAL SITE PLAN
E2.0A.1 FLOOR PLAN - LEVEL 0 - PART A - LIGHTING
E2.0A.2 FLOOR PLAN - LEVEL 0 - PART A - POWER
E2.0A.3 FLOOR PLAN - LEVEL 0 - PART A - COMMUNICATIONS
E2.0A.4 FLOOR PLAN - LEVEL 0 - PART A - MECHANICAL POWER
E2.0B.1 FLOOR PLAN - LEVEL 0 - PART B - LIGHTING
E2.0B.2 FLOOR PLAN - LEVEL 0 - PART B - POWER
E2.0B.3 FLOOR PLAN - LEVEL 0 - PART B - COMMUNICATIONS
E2.0B.4 FLOOR PLAN - LEVEL 0 - PART B - MECHANICAL POWER
E2.1A.1 FLOOR PLAN - LEVEL 1 - PART A - LIGHTING
E2.1A.2 FLOOR PLAN - LEVEL 1 - PART A - POWER
E2.1A.3 FLOOR PLAN - LEVEL 1 - PART A - COMMUNICATIONS
E2.1A.4 FLOOR PLAN - LEVEL 1 - PART A - MECHANICAL POWER
E2.1AM.1 FLOOR PLAN - LEVEL 1M - PART A - LIGHTING
E2.1AM.2 FLOOR PLAN - LEVEL 1M - PART A - POWER
E2.1AM.3 FLOOR PLAN - LEVEL 1M - PART A - COMMUNICATIONS
E2.1B.1 FLOOR PLAN - LEVEL 1 - PART B - LIGHTING
E2.1B.2 FLOOR PLAN - LEVEL 1 - PART B - POWER
E2.1B.3 FLOOR PLAN - LEVEL 1 - PART B - COMMUNICATIONS
E2.1B.4 FLOOR PLAN - LEVEL 1 - PART B - MECHANICAL POWER
E2.1BM.1 FLOOR PLAN - LEVEL 1M - PART B - LIGHTING
E2.1BM.2 FLOOR PLAN - LEVEL 1M - PART B - POWER
E2.1BM.3 FLOOR PLAN - LEVEL 1M - PART B - COMMUNICATIONS
E2.1C.1 FLOOR PLAN - LEVEL 1 - PART C - LIGHTING
E2.1C.2 FLOOR PLAN - LEVEL 1 - PART C - POWER
E2.1C.3 FLOOR PLAN - LEVEL 1 - PART C - COMMUNICATIONS
E2.1C.4 FLOOR PLAN - LEVEL 1 - PART C - MECHANICAL POWER
E2.1D.1 FLOOR PLAN - LEVEL 1 - PART D - LIGHTING
E2.1D.2 FLOOR PLAN - LEVEL 1 - PART D - POWER
E2.1D.3 FLOOR PLAN - LEVEL 1 - PART D - COMMUNICATIONS
E2.1D.4 FLOOR PLAN - LEVEL 1 - PART D - MECHANICAL POWER
E2.2A.1 FLOOR PLAN - LEVEL 2 - PART A - LIGHTING
E2.2A.2 FLOOR PLAN - LEVEL 2 - PART A - POWER
E2.2A.3 FLOOR PLAN - LEVEL 2 - PART A - COMMUNICATIONS
E2.2A.4 FLOOR PLAN - LEVEL 2 - PART A - MECHANICAL POWER
E2.2AM.1 FLOOR PLAN - LEVEL 2M - PART A - LIGHTING
E2.2AM.2 FLOOR PLAN - LEVEL 2M - PART A - POWER
E2.2AM.3 FLOOR PLAN - LEVEL 2M - PART A - COMMUNICATIONS
E2.2B.1 FLOOR PLAN - LEVEL 2 - PART B - LIGHTING

Init.

E2.2B.2 FLOOR PLAN - LEVEL 2 - PART B - POWER
E2.2B.3 FLOOR PLAN - LEVEL 2 - PART B - COMMUNICATIONS
E2.2B.4 FLOOR PLAN - LEVEL 2 - PART B - MECHANICAL POWER
E2.2BM.1 FLOOR PLAN - LEVEL 2M - PART B - LIGHTING
E2.2BM.2 FLOOR PLAN - LEVEL 2M - PART B - POWER
E2.2BM.3 FLOOR PLAN - LEVEL 2M - PART B - COMMUNICATIONS
E2.3A.1 FLOOR PLAN - LEVEL 3 - PART A - LIGHTING
E2.3A.1a FLOOR PLAN - LEVEL 3 - PART A - LIGHTING - ALTERNATE
E2.3A.2 FLOOR PLAN - LEVEL 3 - PART A - POWER
E2.3A.2a FLOOR PLAN - LEVEL 3 - PART A - POWER - ALTERNATE
E2.3A.3 FLOOR PLAN - LEVEL 3 - PART A - COMMUNICATIONS
E2.3A.3a FLOOR PLAN - LEVEL 3 - PART A - COMMUNICATIONS - ALTERNATE
E2.3A.4 FLOOR PLAN - LEVEL 3 - PART A - MECHANICAL POWER
E2.3AM.1 FLOOR PLAN - LEVEL 3M - PART A - LIGHTING
E2.3AM.1a FLOOR PLAN - LEVEL 3M - PART A - LIGHTING - ALTERNATE
E2.3AM.2 FLOOR PLAN - LEVEL 3M - PART A - POWER
E2.3AM.2a FLOOR PLAN - LEVEL 3M - PART A - POWER - ALTERNATE
E2.3AM.3 FLOOR PLAN - LEVEL 3M - PART A - COMMUNICATIONS
E2.3AM.3a FLOOR PLAN - LEVEL 3M - PART A - COMMUNICATIONS - ALTERNATE
E2.3B.1 FLOOR PLAN - LEVEL 3 - PART B - LIGHTING
E2.3B.1a FLOOR PLAN - LEVEL 3 - PART B - LIGHTING - ALTERNATE
E2.3B.2 FLOOR PLAN - LEVEL 3 - PART B - POWER
E2.3B.2a FLOOR PLAN - LEVEL 3 - PART B - POWER - ALTERNATE
E2.3B.3 FLOOR PLAN - LEVEL 3 - PART B - COMMUNICATIONS
E2.3B.3a FLOOR PLAN - LEVEL 3 - PART B - COMMUNICATIONS - ALTERNATE
E2.3B.4 FLOOR PLAN - LEVEL 3 - PART B - MECHANICAL POWER
E2.3BM.1 FLOOR PLAN - LEVEL 3M - PART B - LIGHTING
E2.3BM.1a FLOOR PLAN - LEVEL 3M - PART B - LIGHTING - ALTERNATE
E2.3BM.2 FLOOR PLAN - LEVEL 3M - PART B - POWER
E2.3BM.2a FLOOR PLAN - LEVEL 3M - PART B - POWER - ALTERNATE
E2.3BM.3 FLOOR PLAN - LEVEL 3M - PART B - COMMUNICATIONS
E2.3BM.3a FLOOR PLAN - LEVEL 3M - PART B - COMMUNICATIONS - ALTERNATE
E2.4 ROOF PLAN - MECHANICAL POWER
E4.1 DETAILS
E4.2 DETAILS
E4.3 SMOKE CONTROL ZONES
E4.4 FIRE ALARM RISER & MATRIX
E5.1 ONE-LINE DIAGRAM & SCHEDULES
E5.2 SCHEDULES
E5.3 NETWORK FIBER RISER DIAGRAM
E5.4 PANEL BOARD SCHEDULES
E5.5 PANEL BOARD SCHEDULES
E5.6 PANEL BOARD SCHEDULES
E5.7 PANEL BOARD SCHEDULES
E5.8 PANEL BOARD SCHEDULES

AUDIOVISUAL

TA001 SHEET INDEX AND NOTES

TA002 SCHEDULES

TA003 RISER DIAGRAMS

TA101 FLOOR PLAN LEVEL 1 - PART C

TA102 FLOOR PLAN LEVEL 1 - PART D

TA103 ENLARGED PLANS

TA201 REFLECTED CEILING PLAN LEVEL 1 - PART C

TA301 SECTIONS AND ELEVATIONS

TA400 FUNCTIONAL NOTES AND DETAILS

TA401 GENERAL SESSIONS/ JUVENILE COURTROOM (1025) FUNCTIONAL

Init.

TA402 GENERAL SESSIONS DIV 1 COURTROOM (1034) FUNCTIONAL
TA403 CRIMINAL/ CIRCUIT COURTROOM (1046) FUNCTIONAL
TA501 RACK DETAILS AND ELEVATIONS
TA601 INTERFACE PLATES
TA701 COORDINATION DETAILS
TA702 COORDINATION DETAILS

.6 Specifications dated August 26, 2021

DIVISION 1 – GENERAL REQUIREMENTS

011000	Summary	6
012100	Allowances	3
012200	Unit Prices	3
012300	Alternates	2
012500	Substitution Procedures	3
012600	Contract Modification Procedures	2
012900	Payment Procedures	4
013100	Project Management and Coordination	8
013200	Construction Progress Documentation	6
013300	Submittal Procedures	8
014000	Quality Requirements	9
014200	References	3
014520	Testing, Adjusting, and Balancing	24
015000	Temporary Facilities and Controls	8
016000	Product Requirements	4
017300	Execution	8
017419	Construction Waste Management and Disposal	4
017700	Closeout Procedures	7
017823	Operation and Maintenance Data	7
017839	Project Record Documents	4
018119	Indoor Air Quality Requirements	2
018316	NFPA 285 Exterior Wall Assembly Requirements	10
018317	Exterior Enclosure Air Barrier Requirements	3
018318	Air Barrier System Pre-Installation Conference Guide	12
019113	General Commissioning Requirements	12

DIVISION 2 – EXISTING CONDITIONS

020500	Demolition	3
022000	Earthwork	5
022120	Borrow	1
022130	Waste Material Disposal	2
022210	Unclassified Excavation	1
022410	Subgrade	1
024119	Selective Demolition	8
027200	Drainage Materials	6
027221	Minor Drainage Structures	3
029310	Seeding, Fertilizing and Mulching	11
029330	Jute Thatching	2

Init.

DIVISION 3 – CONCRETE

033000	Cast-In-Place Concrete	19
033100	Sealed and Polished Concrete Floor Finish	6
034500	Architectural Precast Concrete (APC) – Plant Cast	8

DIVISION 4 – MASONRY

042000	Unit Masonry	22
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DIVISION 5 – METALS

051200	Structural Steel Framing	8
052100	Steel Joist Framing	8
053100	Steel Decking	6
054000	Cold Formed Steel Framing	13
055000	Metal Fabrications	11
055100	Metal Stairs	6
055213	Pipe and Tube Railings	7
055300	Metal Gratings	5
055963	Detention Enclosures	6
057500	Decorative Formed Metal	3

DIVISION 6 – WOOD PLASTICS AND COMPOSITES

061000	Rough Carpentry	8
061600	Sheathing	4
064023	Interior Architectural Woodwork	22

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

071326	Self-Adhering Sheet Waterproofing	5
072100	Thermal Insulation	6
072727	Sprayed Polyurethane Foam Air Barrier	8
074113	Metal Roof Panels	10
074216	Insulated Core Metal Panels	10
075423	Thermoplastic Polyolefin (TPO) Roofing	13
076060	[Aluminum Cornice] *INVENTED	
076201	Flashing, Sheet Metal and Roofing Accessories	10
078100	Applied Fireproofing	7
078123	Intumescent Mastic Fireproofing	5
078413	Penetration Firestopping	5
078426	Thermal Barriers for Plastics	5
078443	Joint Firestopping	4
079200	Joint Sealants	13
079500	Expansion Control	4

DIVISION 8 – OPENINGS

081113	Steel Doors and Frames	7
081416	Flush Wood Doors	5
081433	Stile and Rail Wood Doors	4
083113	Access Doors and Frames	4
083313	Overhead Coiling Counter Shutters	5
083323	Overhead Coiling Doors	9
084000	Aluminum Entrances, Storefront and Curtain Wall	10

085653	Fixed Transaction Security Windows	8
087100	Door Hardware	24
088000	Glazing	10
088300	Mirrors	5
088733	Decorative Window Film	2
089000	Louvers and Vents	5

DIVISION 9 – FINISHES

092216	Cold Formed Steel Framing - Non-Structural	6
092900	Gypsum Board	9
093000	Tiling	11
095113	Acoustical Panel Ceilings	9
095753	Security Ceiling Assemblies	6
096513	Resilient Base and Accessories	6
096516	Vinyl Sheet Floor Covering	6
096519	Resilient Floor Tile	6
096623	Resinous Matrix Terrazzo Flooring	9
096723	Resinous Flooring and Wall Systems	8
097713	Stretched Fabric Wall Systems	4
098414	Cementitious Wood Fiber Acoustic Panels	4
099100	Painting	14
099400	Decorative Finishes	4

DIVISION 10 – SPECIALTIES

101100	Visual Display Surfaces	6
101400	Signage	7
102113	Solid-Polymer Toilet Compartments	4
102113.14	Stainless Steel Compartments	3
102600	Wall and Door Protection	4
102800	Toilet and Bath Accessories	7
104400	Fire-Protection Specialties	6
105113.13	Metal Evidence Lockers	5
107300	Protective Covers	6
107500	Flagpoles	3
108113	Bird Control	2

DIVISION 11 – EQUIPMENT

111300	Loading Dock Equipment	6
111413	Pedestrian Gates	3
111900	Detention Equipment	12
111910	Custom / Security Hollow Metal Work	12
111950	Security Glass and Glazing	10
111960	Security Hardware	17
114000	Foodservice Equipment	33

DIVISION 12 – FURNISHINGS

122413	Roller Window Shades	5
122414	Motorized Roller Window Shades	6
126113	Fixed Upholstery Jury Seating	3

Init.

DIVISION 13 – SPECIAL CONSTRUCTION

134263.16	Steel Detention Cell Module	11
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DIVISION 14 – CONVEYING SYSTEMS

142100	Electric Traction Machine-Roomless Elevators	11
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DIVISION 21 – FIRE SUPPRESSION

210500	Common Work Results for Fire-Suppression	11
211000	Water-Based Fire-Suppression Systems	21

DIVISION 22 – PLUMBING

220500	Common Work Results for Plumbing	11
220513	Common Motor Requirements for Plumbing Equipment	3
220519	Meters and Gages for Plumbing Piping	4
220523	General-Duty Valves for Plumbing Piping	3
220529	Hangers and Supports for Plumbing Piping and Equipment	3
220553	Identification for Plumbing Piping and Equipment	3
220700	Plumbing Insulation	24
220800	Commissioning of Plumbing Systems	3
221113	Facility Natural Gas Piping	14
221116	Domestic Water Piping	3
221119	Domestic Water Piping Specialties	3
221123	Domestic Water Pumps	3
221316	Sanitary Waste and Vent Piping	8
221319	Sanitary Waste Piping Specialties	9
221413	Facility Storm Drainage Piping	3
221423	Storm Drainage Piping Specialties	3
221429	Sump Pumps	5
223400	Fuel Fired Domestic Water Heaters	3
224200	Plumbing Fixtures	24
224500	Emergency Plumbing Fixtures	3
224600	Security Plumbing Fixtures	12

DIVISION 23 – MECHANICAL

230500	Common Work Results for HVAC	11
230513	Motors for HVAC Equipment	4
230514	Variable Speed Drives	8
230517	Sleeves and Sleeve Seals for HVAC Piping	4
230519	Meters and Gages for HVAC Piping	7
230523	General-Duty Valves for HVAC Piping	8
230529	Hangers and Supports for HVAC Piping and Equipment	11
230533	Heat Tracing for HVAC Piping	4
230548	Vibration Control for HVAC	7
230553	Identification for HVAC Piping and Equipment	8
230700	HVAC Insulation	15
230800	Commissioning of HVAC Systems	4
230900	Building Automation System	23
230993	Sequences of Operations for HVAC	49
232113	Hydronic Piping	18
232123	Hydronic Pumps	6

Init.

232300	Refrigerant Piping	12
232500	HVAC Water Treatment	4
233113	Metal Ducts	23
233300	Air Duct Accessories	19
233423	HVAC Power Ventilators	14
233424	Specialty Exhaust Systems	4
233600	Air Terminal Units	10
233713	Diffusers, Registers, and Grilles	3
233723	HVAC Gravity Ventilators	3
234100	Particulate Air Filtration	4
235216	Condensing Boilers	7
236426	Air-Cooled, Rotary Screw Water Chillers	8
237313	Modular Rooftop Units	11
237433	Direct-Fired Makeup Air Units	7
238126	Split-System Air-Conditioners	5
238239	Hot Water Unit Heaters	5
238240	Electric Unit Heaters	3

DIVISION 26 – ELECTRICAL

260519	Low-Voltage Electrical Power Conductors	4
260526	Grounding and Bonding for Electrical Systems	4
260529	Hangers and Supports for Electrical Systems	4
260533	Raceway and Boxes for Electrical Systems	4
260536	Cable Trays for Electrical Systems	8
260543	Underground Ducts and Raceways for Electrical Systems	4
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	4
260553	Identification for Electrical Systems	4
260572	Overcurrent Protective Device Short-Circuit Study	4
260573	Overcurrent Protective Device Coordination Study	4
260574	Overcurrent Protective Device Arc-Flash Study	4
260800	Commissioning of Electrical Systems	3
260923	Lighting Control Devices	8
260943	Relay-Based Lighting Controls	4
262200	Low-Voltage Transformers	4
262413	Switchboards	4
262416	Panelboards	4
262713	Electricity Metering	3
262726	Wiring Devices	6
262813	Fuses	3
262816	Enclosed Switches and Circuit Breakers	4
262913	Enclosed Controllers	4
263213	Engine Generators	18
263600	Transfer Switches	4
264113	Lightning Protection for Structures	4
264313	Suppression Protection	4
265119	LED Interior Lighting	7
265619	LED Exterior Lighting	7

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User Notes:

DIVISION 27 – COMMUNICATIONS

270500	Common Work Results for Communications	4
270528	Pathways for Audiovisual Systems	9
271100	Communications Equipment Room Fittings	6
271500	Communications Cabling	10
274116	Audiovisual Systems	24
276410	RF BDA-Based Signal Booster System	3

DIVISIONS 28 – ELECTRONIC SAFETY AND SECURITY

280500	Common Work Results for Electronic Safety and Security	5
283111	Digital, Addressable Fire-Alarm System	18
285000	Security Control System	12
285010	PLC Network UPS System	14
285020	Video Graphical User Interface	11
285030	Cabinets and Enclosures	3
285100	Audio Communication Systems	7
285200	IP Video Communication System	8
285260	Network Video System	9
285300	Access Control System	12
285400	Duress – Misc. Systems	4
285500	Auxiliary Control Systems	2
285900	Security Management Server	3

DIVISION 31 – EARTHWORK

311000	Site Clearing	7
312230	Aggregate Base Course	4
312271	Rip Rap	4
313116	Termite Control	3
315000	Excavation Support and Protection	4
316333	Drilled Micropiles	9

DIVISION 32 – EXTERIOR IMPROVEMENTS

321216	Bituminous Paving	9	
321313	Concrete Paving	12	
(Insert the date of the E203-2013 incorporated into this Agreement.)	322905	Restoration of Surfaces	3
322931	Site Stabilization, Seeding, Fertilizing, and Mulching	7	
323113.53	High-Security Chain Link Fences and Gates	11	
329200	Turf and Grasses	14	
329300	Plants	20	

DIVISION 33 – UTILITIES

330500	Common Work Results for Utilities	11
332660	Water Pipe and Appurtenances	29
332700	Sanitary Sewer Pipe and Appurtenances	38
332701	Muffin Monster Manhole	7
332735	Exposed Piping	9

.5 Drawings.7 Addenda, if any:

Number	Title	Date	Pages
Addendum No. 1		September 16, 2021	139
Addendum No. 2		October 1, 2021	182
Addendum No. 3		October 8, 2021	40
Addendum No. 4		October 11, 2021	14

.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
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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:

(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.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.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, 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)

CONTRACTOR (Signature)

Bill Brittain, County Mayor
Hamblen County
(Printed name and title)

Gary Bennett, President
Blaine Construction Corporation
(Printed name and title)

Init.

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:32:55 ET on 10/19/2021 under Order No. 8350518117 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

Resolution No. 21-_____

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF HAMBLEN COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes Hamblen County, Tennessee (the "County"), by resolution of the Board of County Commissioners, to issue and sell bonds for the purpose of providing funds for: (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, parks and recreation facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance of the bonds authorized herein; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing the Projects and the foregoing described costs; and

WHEREAS, the Board of County Commissioners of the County did adopt on October 24, 2019, an initial resolution (the "2019 Initial Resolution") authorizing the issuance of not to exceed \$85,000,000 and did adopt on August 19, 2021, an initial resolution (the "2021 Initial Resolution," together with the 2019 Initial Resolution, the "Initial Resolutions") authorizing the issuance of not to exceed \$42,400,000 for the purposes described above; and

WHEREAS, the Initial Resolutions, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, were published on October 25, 2019 and on August 22, 2021 as required by law, and no petition relating to either Initial Resolution has been received by the County; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$10,000,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$10,000,000 General Obligation Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "County Mayor" shall mean the County Mayor of the County.

(e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(f) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(h) "Governing Body" means the Board of County Commissioners.

(i) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(j) "Projects" means: (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, parks and recreation facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing.

(k) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

(b) The Governing Body finds that the Municipal Advisor has provided the Governing Body with sufficient information regarding the estimated interest expense relating to the Bonds and costs of issuance of the Bonds for the Governing Body to make an informed decision in connection with the issuance of the Bonds in compliance with the County's Debt Management Policy.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects and costs incident thereto; reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$10,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed five percent (5.00%) per annum, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing June 1, 2022. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided and subject to adjustment as provided herein, in the years 2022 through 2051, inclusive. The Mayor is hereby directed and authorized to establish the annual principal payments and final debt service schedule for the Bonds as is provided in Section 8 hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, Bonds maturing on June 1, 2031 and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, 2030 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity

amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly

provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed or the Registration Agent for the Bonds to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when

deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the included therein completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after calling such Bond for redemption has been given, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or

through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight

delivery, courier service, telegram, teletype or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF HAMBLLEN
GENERAL OBLIGATION BOND, SERIES 2021

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Hamblen County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the

date hereof until said maturity date or redemption date, said interest being payable on June 1, 2022, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated trust office of _____, _____, _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial

Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing June 1, 2031 and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, 2030 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent in the same manner as is described above for optional redemption. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be

redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds for (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, parks and recreation facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance of the Bonds authorized herein, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on November 1, 2021 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk as of the date hereinabove set forth.

HAMBLEN COUNTY, TENNESSEE

By: _____
County Mayor

ATTESTED:

County Clerk

Transferable and payable at the following designated office of:

_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Trust Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of Hamblen County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98.0% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The County Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than June 1, 2022, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the debt service on the Bonds shall not result in balloon indebtedness that requires the approval of the Director of the Division of Local Government Finance.

(5) adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The

County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the County Mayor shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(f) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for Municipal Advisory services in connection with the sale of the Bonds and to enter into an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved.

(g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such 20-day period.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds; and

(b) the remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2021 Project Fund (the "Project Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Project Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Project Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Project Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Project Fund.

Money in the Project Fund shall be invested at the direction of the County Mayor in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

Section 10. Official Statement. The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Mayor and the County Clerk, or either of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations

of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or obligations of any agency or instrumentality of the United States, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

(a) The County intends that the Bonds are expected to be issued as federally tax-exempt bonds under the Code. If so issued, the County hereby covenants that it will not use, or permit the use of any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax exempt obligations," as defined in Section 265 of the Code, the extent the Bonds are not deemed designated as such and may be designated as such.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its

obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

This Resolution shall be in immediate effect from and after its adoption, the public welfare requiring it.

(Signature Page to Follow)

Duly adopted and approved on this _____ day of November, 2021.

County Mayor

Attested:

County Clerk

STATE OF TENNESSEE)

COUNTY OF HAMBLEN)

I, Penny Petty, certify that I am the duly qualified and acting County Clerk of Hamblen County, Tennessee, and as such official I further certify that attached hereto is a copy of a resolution duly adopted at a specially called meeting of the governing body of the County held on November 1, 2021; that this resolution will be included in the minutes of the governing body and will be open to public inspection; and that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete copy of the resolution adopted on such date relating to not to exceed \$10,000,000 General Obligation Bonds, Series 2021 of said County.

WITNESS my official signature of said County on this ____ day of November, 2021.

County Clerk

31728832.1



Hamblen County Government

FINANCE COMMITTEE

Monday, November 8, 2021

Immediately Following Adjournment of the Justice Center/Jail Project Committee

Large Courtroom – Hamblen County Courthouse

FINANCE COMMITTEE

AGENDA

Randy DeBord
Chairman

Chris Cutshaw
Vice-Chairman

Howard Shipley
Ex-Officio

Eileen Arnwine
Member

Thomas Doty
Member

Tim Goins
Member

Joe Huntsman, Sr.
Member

Mike Reed
Member

James Stepp
Member

1. **Call to Order-** *Chairman Randy DeBord*
2. **Visitors Wishing to Address the Committee About Agenda Items Only** – *Chairman Randy DeBord*
(Visitors will be allotted 5 minutes to speak)
3. **Recurring Business** – *Chairman Randy DeBord*
 - a. Expenditure Reports – October 2021 (*Information Only-No Action Necessary*)
 - b. Review/Acceptance of Monthly Checks October 2021 (*Submitted by the County Mayor's Office*)
4. **Old Business** – *Chairman Randy DeBord*
 - a. None
5. **New Business** – *Chairman Randy DeBord*
 - a. Resolution 21-____ A Resolution Authorizing Hamblen County to Join the State of Tennessee and Other Local Governments as Participants in the Tennessee State-Subdivision Opioid Abatement Agreement and Approving the Related Settlement Agreements-*County Mayor Bill Brittain*
 - b. Surplus Tasers-Hancock County-*Captain Chad Mullins-Hamblen County Sheriff's Department*
 - c. Budget Amendments- *Finance Director-Anne Bryant-Hurst*
 - i. Hamblen County Board of Education Budget Amendment #2 –Increase of \$223,580.73- *HCBOE Business Supervisor Traci Antrican*
 - ii. Fund #101-EMA \$2,300
6. **Items of Interest (No Action Necessary)** – *Chairman Randy DeBord*
 - a. Planning Commission Building Permit Report- October 2021
 - b. County Attorney Invoices – October 2021
 - c. Coroner's Monthly Report October 2021
 - d. Budget Amendments
 - i. Fund #101-Animal Control \$100
 - e. Jail/Justice Center Project Expenditures as of October 31, 2021
7. **Adjournment** – *Chairman Randy DeBord*

EXPENDITURE REPORTS
OCTOBER 2021

EXPENSE SUMMARY REPORT

October 2021-2022

HAMBLEEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

116 Sanitation

116

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
55710 Sanitation Management	3,090,233.00	120,607.50	3,210,840.50	177,815.17	698,480.19	518,322.70	1,994,037.61	62.10%
Solid Waste/Sanitation Fund #(116)	<u>3,090,233.00</u>	<u>120,607.50</u>	<u>3,210,840.50</u>	<u>177,815.17</u>	<u>698,480.19</u>	<u>518,322.70</u>	<u>1,994,037.61</u>	<u>62.10%</u>

EXPENSE SUMMARY REPORT

October 2021-2022

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

131 Highway

131

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
61000 Administration	449,355.00	800.00	450,155.00	24,923.13	171,139.83	14,054.35	264,960.82	58.86%
62000 Highway And Bridge Maintenance	1,729,368.00	77,500.00	1,806,868.00	119,692.26	405,510.14	86,879.84	1,314,478.02	72.75%
63100 Operation And Maintenance Of Equipment	420,984.00	-300.00	420,684.00	19,252.87	79,546.46	67,181.38	273,956.16	65.12%
66000 Employee Benefits	24,725.00	0.00	24,725.00	413.50	14,678.50	0.00	10,046.50	40.63%
68000 Capital Outlay	1,018,000.00	0.00	1,018,000.00	2,021.88	3,569.38	522,293.56	492,137.06	48.34%
Highway/Public Works Fund (#131)	<u>3,642,432.00</u>	<u>78,000.00</u>	<u>3,720,432.00</u>	<u>166,303.64</u>	<u>674,444.31</u>	<u>690,409.13</u>	<u>2,355,578.56</u>	<u>63.31%</u>

EXPENSE SUMMARY REPORT

October 2021-2022

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

101 General Fund

101

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
51100 County Commission	181,682.00	100.00	181,782.00	10,643.49	48,938.24	26,500.00	106,343.76	58.50%
51210 Board Of Equalization	5,550.00	0.00	5,550.00	0.00	0.00	0.00	5,550.00	100.00%
51300 County Mayor/Executive	239,291.00	186.35	239,477.35	18,308.39	72,301.08	12,446.75	154,729.52	64.61%
51400 County Attorney	31,293.00	0.00	31,293.00	931.16	4,524.14	0.00	26,768.86	85.54%
51500 Election Commission	311,709.00	0.00	311,709.00	17,652.60	83,841.54	4,720.32	223,147.14	71.59%
51600 Register Of Deeds	373,281.00	0.00	373,281.00	29,813.05	108,065.95	13,746.21	251,468.84	67.37%
51720 Planning	257,688.00	372.00	258,060.00	19,293.33	77,705.94	3,108.48	177,245.58	68.68%
51750 Codes Compliance	59,336.00	0.00	59,336.00	4,697.13	17,800.54	0.00	41,535.46	70.00%
51760 Geographical Information Systems	92,845.00	0.00	92,845.00	4,450.46	15,837.07	0.00	77,007.93	82.94%
51810 Other Facilities	895,242.00	0.00	895,242.00	95,308.54	261,801.79	59,578.52	573,861.69	64.10%
51910 Preservation Of Records	21,486.00	0.00	21,486.00	1,388.68	4,873.71	1,264.58	15,347.71	71.43%
52100 Accounting And Budgeting	504,933.00	0.00	504,933.00	38,348.42	154,932.37	360.46	349,640.17	69.24%
52200 Purchasing	0.00	0.00	0.00	146.16	551.60	0.00	-551.60	
52300 Property Assessor's Office	362,478.00	0.00	362,478.00	28,969.73	99,894.23	20,586.98	241,996.79	66.76%
52310 Reappraisal Program	177,884.00	0.00	177,884.00	7,656.61	29,541.48	7,174.29	141,168.23	79.36%
52400 County Trustee's Office	390,575.00	0.00	390,575.00	26,828.25	96,060.39	24,787.33	269,727.28	69.06%
52500 County Clerk's Office	693,682.00	10,000.00	703,682.00	48,955.22	202,010.66	8,907.47	492,763.87	70.03%
52600 Data Processing	155,204.00	0.00	155,204.00	8,566.20	40,153.30	35,257.16	79,793.54	51.41%
52900 Other Finance	335,828.00	0.00	335,828.00	29,597.42	103,283.59	19,348.19	213,196.22	63.48%
53100 Circuit Court	1,011,539.00	-35,300.00	976,239.00	70,186.43	300,417.86	10,775.71	665,045.43	68.12%
53300 General Sessions Court	462,498.00	139,675.00	602,173.00	37,641.83	132,113.14	1,526.75	468,533.11	77.81%
53330 Drug Court	77,583.00	0.00	77,583.00	4,640.47	19,254.42	0.00	58,328.58	75.18%
53400 Chancery Court	405,176.00	1,300.00	406,476.00	28,522.16	131,318.79	8,207.75	266,949.46	65.67%
53500 Juvenile Court	325,026.00	0.00	325,026.00	21,141.08	68,865.02	3,584.56	252,576.42	77.71%

EXPENSE SUMMARY REPORT

October 2021-2022

HAMBLÉN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

101 General Fund

101

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdg Remain
53920 Courtroom Security	908,006.00	0.00	908,006.00	56,714.41	211,558.55	9,252.48	687,194.97	75.68%
53930 Victim Assistance Program	156,741.00	0.00	156,741.00	9,217.66	32,960.52	0.00	123,780.48	78.97%
54110 Sheriff's Department	3,378,559.00	5,024.79	3,383,583.79	252,622.96	934,753.17	254,460.66	2,194,369.96	64.85%
54160 Administration Of The Sexual Offender	6,000.00	0.00	6,000.00	0.00	755.32	0.00	5,244.68	87.41%
54210 Jail	4,572,674.00	0.00	4,572,674.00	295,699.08	1,158,480.41	800,448.65	2,613,744.94	57.16%
54220 Workhouse	97,964.00	0.00	97,964.00	7,560.52	27,185.35	0.00	70,778.65	72.25%
54250 Work Release Program	324,354.00	0.00	324,354.00	16,157.52	64,338.42	6,634.42	253,381.16	78.12%
54310 Fire Prevention And Control	220,000.00	0.00	220,000.00	110,000.00	110,000.00	0.00	110,000.00	50.00%
54410 Civil Defense	110,874.00	372.00	111,246.00	7,934.97	30,665.48	4,898.14	75,682.38	68.03%
54490 Other Emergency Management	192,001.00	0.00	192,001.00	48,000.25	96,000.50	0.00	96,000.50	50.00%
54510 Inspection And Regulation	4,877.00	1,455.00	6,332.00	322.95	1,184.15	368.50	4,779.35	75.48%
54610 County Coroner/Medical Examiner	189,600.00	0.00	189,600.00	10,285.33	43,942.99	26,965.01	118,692.00	62.60%
54900 Other Public Safety	20,500.00	0.00	20,500.00	0.00	0.00	16,849.73	3,650.27	17.81%
55110 Local Health Center	864,467.00	0.00	864,467.00	59,962.35	211,585.76	15,827.31	637,053.93	73.69%
55120 Rabies And Animal Control	369,885.00	0.00	369,885.00	28,730.18	131,042.88	4,754.99	234,087.13	63.29%
55140 Nursing Home	5,000.00	0.00	5,000.00	5,000.00	5,000.00	0.00	0.00	0.00%
55170 Alcohol And Drug Programs	5,500.00	0.00	5,500.00	1,800.00	1,800.00	0.00	3,700.00	67.27%
55390 Appropriation To State	115,233.00	0.00	115,233.00	0.00	0.00	0.00	115,233.00	100.00%
55590 Other Local Welfare Services	27,500.00	0.00	27,500.00	12,500.00	12,500.00	0.00	15,000.00	54.55%
55710 Sanitation Management	14,460.00	0.00	14,460.00	0.00	667.50	0.00	13,792.50	95.38%
55900 Other Public Health And Welfare	95,000.00	0.00	95,000.00	0.00	20,640.99	0.00	74,359.01	78.27%
56100 Adult Activities	11,600.00	0.00	11,600.00	5,800.00	5,800.00	0.00	5,800.00	50.00%
56300 Senior Citizens Assistance	6,500.00	0.00	6,500.00	6,500.00	6,500.00	0.00	0.00	0.00%
56500 Libraries	301,950.00	0.00	301,950.00	0.00	75,487.50	0.00	226,462.50	75.00%

EXPENSE SUMMARY REPORT

October 2021-2022

HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

101 General Fund

101

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
56700 Parks And Fair Boards	322,027.00	0.00	322,027.00	23,403.27	93,607.93	10,105.84	218,313.23	67.79%
56900 Other Social, Cultural And Recreational	351,000.00	0.00	351,000.00	193,500.00	193,500.00	0.00	157,500.00	44.87%
57100 Agricultural Extension Service	166,586.00	5,290.00	171,876.00	216.67	409.20	850.00	170,616.80	99.27%
57300 Forest Service	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
57500 Soil Conservation	52,640.00	0.00	52,640.00	4,201.46	15,375.56	0.00	37,264.44	70.79%
57800 Storm Water Management	35,460.00	0.00	35,460.00	66.49	5,016.44	9,929.67	20,513.89	57.85%
58110 Tourism	54,700.00	0.00	54,700.00	11,250.00	12,560.00	0.00	42,140.00	77.04%
58120 Industrial Development	641,000.00	0.00	641,000.00	0.00	50,500.00	0.00	590,500.00	92.12%
58300 Veterans' Services	33,615.00	0.00	33,615.00	2,767.73	9,066.49	201.60	24,346.91	72.43%
58600 Employee Benefits	718,515.00	0.00	718,515.00	2,060.50	547,644.13	6.98	170,863.89	23.78%
58801 COVID-19 Grant #1 Election Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
58802 COVID-19 Grant #2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
58900 Miscellaneous	295,404.00	0.00	295,404.00	0.00	17,413.30	10,400.00	267,590.70	90.58%
73300 Community Services	6,000.00	0.00	6,000.00	5,000.00	5,000.00	0.00	1,000.00	16.67%
91110 General Administration Projects	356,000.00	0.00	356,000.00	6,710.00	23,148.96	18,470.85	314,380.19	88.31%
91120 Administration Of Justice Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
91130 Public Safety Projects	94,500.00	0.00	94,500.00	0.00	0.00	66,678.00	27,822.00	29.44%
91140 Public Health And Welfare Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
91150 Social, Cultural And Recreation Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
91190 Other General Government Proje	2,447.00	0.00	2,447.00	0.00	0.00	0.00	2,447.00	100.00%
99100 Transfers Out	381,864.00	0.00	381,864.00	0.00	0.00	0.00	381,864.00	100.00%
General Fund #(101)	22,883,812.00	128,475.14	23,012,287.14	1,737,671.11	6,230,178.35	1,518,984.34	15,263,124.45	66.33%

MONTHLY CHECKS

OCTOBER 2021

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
34120	000	Object Code (000)	10/07/2021	1010271979	Wade Tobin	3,400.00
34120		Encumbrances - Prior Year			Check Count: 1	Total: 3,400.00
51100	599	Other Charges	10/14/2021	1010272010	Citizen Tribune	60.68
51100		County Commission			Check Count: 1	Total: 60.68
51300	307	Communication	10/07/2021	1010271928	AT&T	90.00
51300	307	Communication	10/07/2021	1010271934	Century Link/Business Services	23.85
51300	348	Postal Charges	10/07/2021	1010271963	Pitney Bowes	492.98
51300	349	Printing, Stationery And Forms	10/21/2021	1010272026	Acme Printing Company, Inc	236.00
51300	351	Rentals	10/21/2021	1010272031	Canon Solutions America, Inc	162.78
51300	355	Travel	10/14/2021	1010272012	Fuelman	26.25
51300	355	Travel	10/21/2021	1010272029	William H Brittain	20.21
51300	435	Office Supplies	10/28/2021	1010272074	Evans Office Supply Co	203.45
51300	599	Other Charges	10/07/2021	1010271969	South Marketing Group	650.00
51300	599	Other Charges	10/14/2021	1010272010	Citizen Tribune	23.07
51300	599	Other Charges	10/21/2021	1010272035	English Mountain Spring Water	15.00
51300		County Mayor/Executive			Check Count: 11	Total: 1,943.59
51400	331	Legal Services	10/07/2021	1010271970	Taylor Law Firm	36.00
51400	331	Legal Services	10/21/2021	1010272032	Capps & Byrd LLP	787.50
51400		County Attorney			Check Count: 2	Total: 823.50
51500	307	Communication	10/07/2021	1010271928	AT&T	21.12
51500	307	Communication	10/07/2021	1010271934	Century Link/Business Services	5.61
51500	351	Rentals	10/21/2021	1010272031	Canon Solutions America, Inc	117.42
51500	435	Office Supplies	10/21/2021	1010272035	English Mountain Spring Water	15.00
51500		Election Commission			Check Count: 4	Total: 159.15

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COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
51600	307	Communication	10/07/2021	1010271934	Century Link/Business Services	0.57
51600	709	Data Processing Equipment	10/07/2021	1010271932	Business Information Systems	1,503.50
51600	709	Data Processing Equipment	10/21/2021	1010272030	Business Information Systems	1,852.30
51600		Register Of Deeds		Check Count: 3	Total:	3,356.37
51720	307	Communication	10/07/2021	1010271934	Century Link/Business Services	5.63
51720	312	Contracts With Private Agencies	10/28/2021	1010272082	Robert Montgomery	960.00
51720	320	Dues And Memberships	10/21/2021	1010272040	International Code Council Inc	145.00
51720	332	Legal Notices, Recording And Court Costs	10/21/2021	1010272034	Citizen Tribune	27.99
51720	338	Maintenance And Repair Services - Vehicles	10/28/2021	1010272100	Ultimate Shine 3 Minute Express Car Wash	15.00
51720	351	Rentals	10/21/2021	1010272031	Canon Solutions America, Inc	98.75
51720	425	Gasoline	10/14/2021	1010272012	Fuelman	87.80
51720	435	Office Supplies	10/28/2021	1010272074	Evans Office Supply Co	239.41
51720	435	Office Supplies	10/28/2021	1010272108	Walmart Community BRC	48.96
51720		Planning		Check Count: 9	Total:	1,628.54
51750	331	Legal Services	10/21/2021	1010272032	Capps & Byrd LLP	90.00
51750		Codes Compliance		Check Count: 1	Total:	90.00
51810	307	Communication	10/07/2021	1010271928	AT&T	1,866.25
51810	307	Communication	10/28/2021	1010272064	AT&T	662.42
51810	334	Maintenance Agreements	10/07/2021	1010271959	Murrell Burglar Alarm Co Inc	78.00
51810	334	Maintenance Agreements	10/07/2021	1010271983	United Elevator Services LLC	2,017.48
51810	334	Maintenance Agreements	10/21/2021	1010272041	Johnson Controls Fire Protection LP	4,451.50
51810	335	Maintenance And Repair Service - Buildings	10/21/2021	1010272043	Lowe's	312.19
51810	335	Maintenance And Repair Service - Buildings	10/28/2021	1010272060	American Detention	3,024.38
51810	336	Maintenance And Repair Services - Equipment	10/07/2021	1010271957	Lane Sales Power Equipment	159.39
51810	336	Maintenance And Repair Services - Equipment	10/07/2021	1010271960	NAPA Auto Parts Of Morristown	69.97

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
51810	338	Maintenance And Repair Services - Vehicles	10/28/2021	1010272100	Ultimate Shine 3 Minute Express Car Wash	60.00
51810	399	Other Contracted Services	10/21/2021	1010272035	English Mountain Spring Water	38.00
51810	410	Custodial Supplies	10/28/2021	1010272101	Unifirst	172.16
51810	415	Electricity	10/21/2021	1010272044	Morristown Utilities	28,310.00
51810	415	Electricity	10/28/2021	1010272083	Morristown Utilities	25,260.00
51810	425	Gasoline	10/14/2021	1010272012	Fuelman	580.18
51810	434	Natural Gas	10/14/2021	1010272006	Atmos Energy	1,097.25
51810	434	Natural Gas	10/21/2021	1010272028	Atmos Energy	44.10
51810	451	Uniforms	10/28/2021	1010272101	Unifirst	266.16
51810	717	Maintenance Equipment	10/07/2021	1010271957	Lane Sales Power Equipment	184.37
51810		Other Facilities		Check Count: 17	Total:	68,653.80
51910	351	Rentals	10/21/2021	1010272031	Canon Solutions America, Inc	117.42
51910		Preservation Of Records		Check Count: 1	Total:	117.42
52100	435	Office Supplies	10/28/2021	1010272074	Evans Office Supply Co	65.80
52100	524	In Service/Staff Development	10/28/2021	1010272071	East Tn Chapter Of AGA	150.00
52100		Accounting And Budgeting		Check Count: 2	Total:	215.80
52200	302	Advertising	10/14/2021	1010272010	Citizen Tribune	57.40
52200	302	Advertising	10/28/2021	1010272079	Knoxville News-Sentinel	88.76
52200		Purchasing		Check Count: 2	Total:	146.16
52300	307	Communication	10/07/2021	1010271934	Century Link/Business Services	0.79
52300	320	Dues And Memberships	10/07/2021	1010271976	TN Assn Of Assessing Officers	1,350.00
52300	338	Maintenance And Repair Services - Vehicles	10/28/2021	1010272100	Ultimate Shine 3 Minute Express Car Wash	30.00
52300	349	Printing, Stationery And Forms	10/07/2021	1010271926	Acme Printing Company, Inc	275.00
52300	425	Gasoline	10/14/2021	1010272012	Fuelman	205.48

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
52300	435	Office Supplies	10/21/2021	1010272035	English Mountain Spring Water	45.50
52300		Property Assessor's Office		Check Count: 6	Total:	1,906.77
52310	351	Rentals	10/21/2021	1010272031	Canon Solutions America, Inc	59.67
52310		Reappraisal Program		Check Count: 1	Total:	59.67
52400	307	Communication	10/07/2021	1010271934	Century Link/Business Services	0.07
52400	349	Printing, Stationery And Forms	10/14/2021	1010272017	Patriot Printing	60.00
52400	351	Rentals	10/21/2021	1010272031	Canon Solutions America, Inc	117.42
52400	435	Office Supplies	10/21/2021	1010272035	English Mountain Spring Water	18.00
52400		County Trustee's Office		Check Count: 4	Total:	195.49
52500	307	Communication	10/07/2021	1010271928	AT&T	42.24
52500	307	Communication	10/07/2021	1010271934	Century Link/Business Services	14.84
52500	351	Rentals	10/21/2021	1010272031	Canon Solutions America, Inc	63.31
52500	435	Office Supplies	10/21/2021	1010272035	English Mountain Spring Water	28.00
52500	435	Office Supplies	10/28/2021	1010272074	Evans Office Supply Co	250.29
52500	435	Office Supplies	10/28/2021	1010272088	Penny Petty	101.98
52500	709	Data Processing Equipment	10/28/2021	1010272067	Business Information Systems	750.00
52500		County Clerk's Office		Check Count: 7	Total:	1,250.66
52600	307	Communication	10/14/2021	1010272024	Verizon Wireless	23.00
52600	312	Contracts With Private Agencies	10/21/2021	1010272046	MUS Fibernet	311.90
52600	317	Data Processing Services	10/07/2021	1010271961	Palmiq Inc.	1,990.00
52600	317	Data Processing Services	10/21/2021	1010272046	MUS Fibernet	665.35
52600	317	Data Processing Services	10/28/2021	1010272098	Robert Tucker	79.99
52600		Data Processing		Check Count: 4	Total:	3,070.24
52900	307	Communication	10/07/2021	1010271928	AT&T	1,210.19

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
52900	307	Communication	10/07/2021	1010271934	Century Link/Business Services	2.28
52900	317	Data Processing Services	10/21/2021	1010272046	MUS Fibernet	124.65
52900	330	Operating Lease Payments	10/28/2021	1010272091	Mark Sawyer	2,100.00
52900	335	Maintenance And Repair Service - Buildings	10/28/2021	1010272075	Fish Window Cleaning	27.00
52900	351	Rentals	10/07/2021	1010271964	Quality Waste	25.00
52900	351	Rentals	10/21/2021	1010272031	Canon Solutions America, Inc	50.90
52900	415	Electricity	10/21/2021	1010272044	Morristown Utilities	607.00
52900	435	Office Supplies	10/21/2021	1010272035	English Mountain Spring Water	18.00
52900	Other Finance			Check Count: 9	Total:	4,165.02
53100	194	Jury And Witness Expense	10/29/2021	1010272110	Lindsey Rae Clawson	20.00
53100	194	Jury And Witness Expense	10/29/2021	1010272111	Lindsey Rae Clawson	20.00
53100	194	Jury And Witness Expense	10/29/2021	1010272112	Lindsey Rae Clawson	80.00
53100	307	Communication	10/07/2021	1010271928	AT&T	42.24
53100	307	Communication	10/07/2021	1010271934	Century Link/Business Services	12.80
53100	332	Legal Notices, Recording And Court Costs	10/21/2021	1010272034	Citizen Tribune	60.68
53100	351	Rentals	10/21/2021	1010272031	Canon Solutions America, Inc	360.01
53100	435	Office Supplies	10/21/2021	1010272048	R Chatfield Co, Inc	200.00
53100	435	Office Supplies	10/28/2021	1010272074	Evans Office Supply Co	615.96
53100	Circuit Court			Check Count: 9	Total:	1,411.69
53300	307	Communication	10/07/2021	1010271928	AT&T	21.12
53300	307	Communication	10/07/2021	1010271934	Century Link/Business Services	4.09
53300	351	Rentals	10/21/2021	1010272031	Canon Solutions America, Inc	58.04
53300	435	Office Supplies	10/21/2021	1010272035	English Mountain Spring Water	43.00
53300	435	Office Supplies	10/21/2021	1010272042	LexisNexis/Matthew Bender & Co	405.62
53300	435	Office Supplies	10/28/2021	1010272074	Evans Office Supply Co	6.99
53300	524	In Service/Staff Development	10/28/2021	1010272092	Snider, Janice	100.00

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
53300		General Sessions Court			Check Count: 7	Total: 638.86
53330	307	Communication	10/07/2021	1010271928	AT&T	21.12
53330	307	Communication	10/07/2021	1010271929	AT&T	54.61
53330	351	Rentals	10/21/2021	1010272031	Canon Solutions America, Inc	117.42
53330		Drug Court			Check Count: 3	Total: 193.15
53400	307	Communication	10/07/2021	1010271928	AT&T	21.12
53400	307	Communication	10/07/2021	1010271934	Century Link/Business Services	7.60
53400	351	Rentals	10/21/2021	1010272031	Canon Solutions America, Inc	147.75
53400	435	Office Supplies	10/21/2021	1010272035	English Mountain Spring Water	38.00
53400	435	Office Supplies	10/28/2021	1010272074	Evans Office Supply Co	444.37
53400		Chancery Court			Check Count: 5	Total: 658.84
53500	307	Communication	10/07/2021	1010271934	Century Link/Business Services	1.92
53500	351	Rentals	10/21/2021	1010272031	Canon Solutions America, Inc	117.42
53500	355	Travel	10/28/2021	1010272072	Edgewater Hotel	288.00
53500	422	Food Supplies	10/21/2021	1010272035	English Mountain Spring Water	15.00
53500	425	Gasoline	10/14/2021	1010272012	Fuelman	81.23
53500	435	Office Supplies	10/07/2021	1010271967	Robinson Enterprises Inc.	36.45
53500	435	Office Supplies	10/21/2021	1010272026	Acme Printing Company, Inc	65.00
53500	435	Office Supplies	10/28/2021	1010272074	Evans Office Supply Co	131.70
53500	435	Office Supplies	10/28/2021	1010272108	Walmart Community BRC	279.92
53500	524	In Service/Staff Development	10/07/2021	1010271941	ETHRA Smoky Mountain Criminal Justice	1,400.00
53500		Juvenile Court			Check Count: 10	Total: 2,416.64
53920	451	Uniforms	10/07/2021	1010271946	Gall's Inc	220.00
53920	451	Uniforms	10/07/2021	1010271982	TruBlu Tactical Police Supply	24.99

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
53920	451	Uniforms	10/28/2021	1010272097	TruBlu Tactical Police Supply	171.96
53920	524	In Service/Staff Development	10/07/2021	1010271950	Hillbilly's Cabin Restaurant	1,000.00
53920	716	Law Enforcement Equipment	10/07/2021	1010271946	Gall's Inc	950.00
53920		Courtroom Security		Check Count: 4	Total:	2,366.95
54110	307	Communication	10/07/2021	1010271928	AT&T	480.81
54110	307	Communication	10/07/2021	1010271934	Century Link/Business Services	51.51
54110	307	Communication	10/07/2021	1010271986	Verizon Wireless	1,915.98
54110	307	Communication	10/14/2021	1010272024	Verizon Wireless	1,817.66
54110	312	Contracts With Private Agencies	10/28/2021	1010272086	C. D. Neal	687.00
54110	338	Maintenance And Repair Services - Vehicles	10/07/2021	1010271935	Compton's Muffler, Tire & Auto	827.00
54110	338	Maintenance And Repair Services - Vehicles	10/07/2021	1010271939	Kenny Drinnon	665.07
54110	338	Maintenance And Repair Services - Vehicles	10/07/2021	1010271985	Valvoline, Inc.	96.97
54110	338	Maintenance And Repair Services - Vehicles	10/21/2021	1010272052	Synergy Auto Wash	98.20
54110	338	Maintenance And Repair Services - Vehicles	10/21/2021	1010272057	Xtreme Towing & Automotive Collision Center	2,852.98
54110	338	Maintenance And Repair Services - Vehicles	10/28/2021	1010272100	Ultimate Shine 3 Minute Express Car Wash	430.00
54110	348	Postal Charges	10/21/2021	1010272036	Federal Express	25.59
54110	351	Rentals	10/21/2021	1010272031	Canon Solutions America, Inc	173.21
54110	353	Towing Services	10/07/2021	1010271973	Ronald Tipton	85.00
54110	353	Towing Services	10/14/2021	1010272021	Ronald Tipton	70.00
54110	353	Towing Services	10/14/2021	1010272025	Xtreme Towing & Automotive Collision Center	225.00
54110	353	Towing Services	10/21/2021	1010272050	Shannon J Short	60.00
54110	355	Travel	10/07/2021	1010271936	David M Cribley	317.38
54110	355	Travel	10/07/2021	1010271966	Joshua L Ringley	88.50
54110	399	Other Contracted Services	10/07/2021	1010271980	Transunion Risk & Alternative	75.00
54110	399	Other Contracted Services	10/21/2021	1010272045	Murrell Burglar Alarm Co Inc	29.00
54110	425	Gasoline	10/07/2021	1010271945	Fuelman	9,928.07

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
54110	433	Lubricants	10/07/2021	1010271985	Valvoline, Inc.	274.43
54110	435	Office Supplies	10/28/2021	1010272074	Evans Office Supply Co	206.94
54110	435	Office Supplies	10/28/2021	1010272108	Walmart Community BRC	98.08
54110	450	Tires And Tubes	10/28/2021	1010272089	Porter's Tire Store	205.95
54110	499	Other Supplies And Materials	10/07/2021	1010271978	TN Sheriffs' Association, Inc	644.15
54110	499	Other Supplies And Materials	10/14/2021	1010272020	Symbol Arts	125.00
54110	499	Other Supplies And Materials	10/28/2021	1010272080	Lynn Card Company	129.00
54110	499	Other Supplies And Materials	10/28/2021	1010272095	Symbol Arts	4,397.00
54110	524	In Service/Staff Development	10/07/2021	1010271930	Axon Enterprise, Inc.	1,125.00
54110	524	In Service/Staff Development	10/14/2021	1010272018	Public Agency Training Council	350.00
54110	599	Other Charges	10/07/2021	1010271942	ETHRA, Inc.	1,000.00
54110	599	Other Charges	10/07/2021	1010271949	Hamblen County Clerk	145.00
54110	599	Other Charges	10/21/2021	1010272035	English Mountain Spring Water	25.00
54110	599	Other Charges	10/28/2021	1010272078	Robert J Kitts	7.99
54110	599	Other Charges	10/29/2021	1010272109	Gulf States Distributors	731.76
54110		Sheriff's Department		Check Count:	36	Total: 30,465.23
54210	334	Maintenance Agreements	10/28/2021	1010272093	South Western Comm, Inc	4,780.00
54210	335	Maintenance And Repair Service - Buildings	10/07/2021	1010271937	Cumberland Glass Company LLC	560.00
54210	335	Maintenance And Repair Service - Buildings	10/07/2021	1010271943	Fenco Supply Co	12.25
54210	335	Maintenance And Repair Service - Buildings	10/07/2021	1010271965	Relief Septic Repair & Service Inc.	3,500.00
54210	335	Maintenance And Repair Service - Buildings	10/07/2021	1010271975	TMS - Marlin	2,273.37
54210	335	Maintenance And Repair Service - Buildings	10/21/2021	1010272043	Lowe's	415.67
54210	335	Maintenance And Repair Service - Buildings	10/21/2021	1010272055	Bill Waddell	225.00
54210	335	Maintenance And Repair Service - Buildings	10/28/2021	1010272069	City Electric Supply	290.00
54210	335	Maintenance And Repair Service - Buildings	10/28/2021	1010272077	Johnson Controls Fire Protection LP	1,481.36
54210	336	Maintenance And Repair Services - Equipment	10/07/2021	1010271953	Interstate Mechanical Service, LLC	1,274.00

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
54210	336	Maintenance And Repair Services - Equipment	10/21/2021	1010272054	Valley Proteins, Inc	225.00
54210	336	Maintenance And Repair Services - Equipment	10/28/2021	1010272076	Interstate Mechanical Service, LLC	4,762.00
54210	340	Medical And Dental Services	10/07/2021	1010271940	Emergency Coverage Corporation	694.21
54210	340	Medical And Dental Services	10/07/2021	1010271952	John C Horner MD	34.00
54210	340	Medical And Dental Services	10/07/2021	1010271958	Morristown Heart, PLLC	300.00
54210	340	Medical And Dental Services	10/14/2021	1010272014	Morristown-Hamblen Hospital	1,335.57
54210	340	Medical And Dental Services	10/21/2021	1010272051	Southern Health Partners	53,716.90
54210	340	Medical And Dental Services	10/28/2021	1010272061	American Esoteric Laboratories	269.00
54210	340	Medical And Dental Services	10/28/2021	1010272081	Mobile Images Acquisition LLC	3,370.00
54210	340	Medical And Dental Services	10/28/2021	1010272103	University Health Systems, Inc.	132.50
54210	340	Medical And Dental Services	10/28/2021	1010272104	University Of TN Medical Center	1,959.50
54210	410	Custodial Supplies	10/07/2021	1010271964	Quality Waste	235.00
54210	410	Custodial Supplies	10/21/2021	1010272033	Chem Clean Systems LLC	1,263.82
54210	422	Food Supplies	10/07/2021	1010271981	Trinity Services Group, Inc.	21,098.82
54210	435	Office Supplies	10/07/2021	1010271926	Acme Printing Company, Inc	433.00
54210	435	Office Supplies	10/28/2021	1010272074	Evans Office Supply Co	125.70
54210	599	Other Charges	10/21/2021	1010272031	Canon Solutions America, Inc	147.75
54210	790	Other Equipment	10/21/2021	1010272043	Lowe's	360.05
54210	Jail			Check Count:	27	Total: 105,274.47
54250	307	Communication	10/07/2021	1010271934	Century Link/Business Services	4.65
54250	307	Communication	10/14/2021	1010272024	Verizon Wireless	69.00
54250	338	Maintenance And Repair Services - Vehicles	10/14/2021	1010272008	Budget Auto Clinic	360.15
54250	399	Other Contracted Services	10/07/2021	1010271984	Uprtrust, Inc.	450.00
54250	425	Gasoline	10/14/2021	1010272012	Fuelman	163.98
54250	524	In Service/Staff Development	10/14/2021	1010272011	ETHRA Smoky Mountain Criminal Justice	350.00
54250	Work Release Program			Check Count:	6	Total: 1,397.78

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
54310	316	Contributions	10/07/2021	1010271988	East Hamblen County VFD	27,500.00
54310	316	Contributions	10/07/2021	1010271999	North Hamblen County VFD	27,500.00
54310	316	Contributions	10/07/2021	1010272004	South Hamblen County VFD	27,500.00
54310	316	Contributions	10/07/2021	1010272005	West Hamblen County VFD	27,500.00
54310		Fire Prevention And Control		Check Count:	4	Total: 110,000.00
54410	425	Gasoline	10/14/2021	1010272012	Fuelman	423.55
54410	599	Other Charges	10/14/2021	1010272024	Verizon Wireless	34.00
54410		Civil Defense		Check Count:	2	Total: 457.55
54490	316	Contributions	10/07/2021	1010271989	Hamblen County E.C.D. / 911	48,000.25
54490		Other Emergency Management		Check Count:	1	Total: 48,000.25
54610	307	Communication	10/07/2021	1010271944	Field2Base, Inc.	230.00
54610	307	Communication	10/14/2021	1010272024	Verizon Wireless	170.00
54610	312	Contracts With Private Agencies	10/07/2021	1010271955	Knox County Medical Examiner	3,700.00
54610	312	Contracts With Private Agencies	10/07/2021	1010271956	Teresa A. Kreceman	250.00
54610	312	Contracts With Private Agencies	10/21/2021	1010272047	National Medical Services, Inc.	337.00
54610	399	Other Contracted Services	10/07/2021	1010271938	Eddie Davis	750.00
54610	399	Other Contracted Services	10/07/2021	1010271947	Todd E Giles	560.00
54610	399	Other Contracted Services	10/07/2021	1010271951	Jeffrey E. Holt	640.00
54610	399	Other Contracted Services	10/07/2021	1010271962	Jimmy W Peoples	280.00
54610	399	Other Contracted Services	10/07/2021	1010271971	Claude Thompson JR	1,160.00
54610	399	Other Contracted Services	10/07/2021	1010271972	Tom C Thompson MD	2,208.33
54610		County Coroner/Medical Examiner		Check Count:	11	Total: 10,285.33
55110	309	Contracts With Government Agencies	10/07/2021	1010271928	AT&T	925.36
55110	309	Contracts With Government Agencies	10/07/2021	1010271931	Briscall Electric Inc	205.00

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
55110	309	Contracts With Government Agencies	10/07/2021	1010271934	Century Link/Business Services	87.77
55110	309	Contracts With Government Agencies	10/07/2021	1010271974	TMA Services, LLC	1,500.00
55110	309	Contracts With Government Agencies	10/21/2021	1010272028	Atmos Energy	86.66
55110	309	Contracts With Government Agencies	10/21/2021	1010272031	Canon Solutions America, Inc	17.76
55110	309	Contracts With Government Agencies	10/21/2021	1010272044	Morristown Utilities	1,667.00
55110	309	Contracts With Government Agencies	10/21/2021	1010272046	MUS Fibernet	12.00
55110	309	Contracts With Government Agencies	10/28/2021	1010272073	English Mountain Coffee	114.00
55110	309	Contracts With Government Agencies	10/28/2021	1010272083	Morristown Utilities	1,579.00
55110	309	Contracts With Government Agencies	10/28/2021	1010272108	Walmart Community BRC	261.38
55110	355	Travel	10/07/2021	1010271968	Kim Smith	17.86
55110	499	Other Supplies And Materials	10/14/2021	1010272010	Citizen Tribune	674.00
55110		Local Health Center		Check Count: 13	Total:	7,147.79
55120	307	Communication	10/14/2021	1010272024	Verizon Wireless	114.00
55120	312	Contracts With Private Agencies	10/28/2021	1010272084	Morristown-Hamblen Humane Soc	20,000.00
55120	425	Gasoline	10/14/2021	1010272012	Fuelman	510.76
55120	425	Gasoline	10/28/2021	1010272100	Ultimate Shine 3 Minute Express Car Wash	30.00
55120	451	Uniforms	10/14/2021	1010272019	Screen Designs By Sheila	90.00
55120		Rabies And Animal Control		Check Count: 5	Total:	20,744.76
55140	316	Contributions	10/07/2021	1010271987	Alps	5,000.00
55140		Nursing Home		Check Count: 1	Total:	5,000.00
55170	316	Contributions	10/21/2021	1010272039	Helen Ross McNabb Center	1,800.00
55170		Alcohol And Drug Programs		Check Count: 1	Total:	1,800.00
55590	316	Contributions	10/07/2021	1010271997	Morristown-Hamblen Childcare	12,500.00
55590		Other Local Welfare Services		Check Count: 1	Total:	12,500.00

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
56100	316	Contributions	10/07/2021	1010272002	Senior Citizens Center	5,800.00
56100		Adult Activities			Check Count: 1	Total: 5,800.00
56300	316	Contributions	10/07/2021	1010272001	Senior Citizens Center	0.00
56300	316	Contributions	10/21/2021	1010272049	Senior Citizens Center	6,500.00
56300		Senior Citizens Assistance			Check Count: 2	Total: 6,500.00
56700	307	Communication	10/21/2021	1010272046	MUS Fibernet	134.22
56700	336	Maintenance And Repair Services - Equipment	10/07/2021	1010271957	Lane Sales Power Equipment	275.69
56700	336	Maintenance And Repair Services - Equipment	10/21/2021	1010272043	Lowe's	118.18
56700	410	Custodial Supplies	10/07/2021	1010271964	Quality Waste	235.00
56700	410	Custodial Supplies	10/14/2021	1010272007	Big M Janitorial	255.20
56700	410	Custodial Supplies	10/28/2021	1010272108	Walmart Community BRC	169.44
56700	412	Diesel Fuel	10/28/2021	1010272107	Voyager Fleet Systems Inc	239.43
56700	415	Electricity	10/14/2021	1010272013	Morristown Utilities	172.00
56700	415	Electricity	10/21/2021	1010272027	Appalachian Electric Co-Op	22.74
56700	415	Electricity	10/21/2021	1010272044	Morristown Utilities	3,070.00
56700	425	Gasoline	10/28/2021	1010272107	Voyager Fleet Systems Inc	295.63
56700	451	Uniforms	10/28/2021	1010272066	BK Graphics	588.74
56700	454	Water And Sewer	10/14/2021	1010272013	Morristown Utilities	2,085.00
56700	499	Other Supplies And Materials	10/07/2021	1010271933	Carrot Top Industries	124.03
56700	599	Other Charges	10/07/2021	1010271954	Johns-Heck Plumbing Company	250.00
56700	599	Other Charges	10/21/2021	1010272035	English Mountain Spring Water	16.00
56700		Parks And Fair Boards			Check Count: 14	Total: 8,051.30
56900	316	Contributions	10/07/2021	1010271990	Helping Hands Clinic	10,000.00
56900	316	Contributions	10/07/2021	1010271991	HOLA Lakeway	7,500.00
56900	316	Contributions	10/07/2021	1010271992	Lakeway Achievement Center	3,000.00

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
56900	316	Contributions	10/07/2021	1010271993	M.A.T.S.	8,000.00
56900	316	Contributions	10/07/2021	1010271995	Morristown Hamblen Central Services	5,000.00
56900	316	Contributions	10/07/2021	1010271996	Morristown Parks & Recreation	150,000.00
56900	316	Contributions	10/07/2021	1010272000	Rose Center	5,000.00
56900	316	Contributions	10/07/2021	1010272003	Senior Citizens Home Assist	5,000.00
56900		Other Social, Cultural And Recreational		Check Count: 8	Total:	193,500.00
57100	307	Communication	10/07/2021	1010271934	Century Link/Business Services	6.67
57100	355	Travel	10/14/2021	1010272022	TN Assn Of Agricultural Agents & Specialists Eastern	85.00
57100	435	Office Supplies	10/07/2021	1010271977	TN Extension Association of Family & Consumer	125.00
57100		Agricultural Extension Service		Check Count: 3	Total:	216.67
57800	399	Other Contracted Services	10/28/2021	1010272098	Robert Tucker	49.99
57800	429	Instructional Supplies And Materials	10/28/2021	1010272070	Custom Printing	16.50
57800		Storm Water Management		Check Count: 2	Total:	66.49
58110	316	Contributions	10/07/2021	1010271994	Morristown Area Chamber Of Commerce	11,250.00
58110		Tourism		Check Count: 1	Total:	11,250.00
58300	307	Communication	10/07/2021	1010271934	Century Link/Business Services	3.49
58300	355	Travel	10/21/2021	1010272056	Timothy C Williams	247.22
58300		Veterans' Services		Check Count: 2	Total:	250.71
58600	202	Handling Charges & Administrative Costs	10/21/2021	1010272053	TASC - Client Invoices	195.00
58600	299	Other Fringe Benefits	10/21/2021	1010272037	Hamblen Co Dept Of Education	137.50
58600	312	Contracts With Private Agencies	10/21/2021	1010272038	Healthstar Physicians, Inc	28.00
58600	506	Liability Insurance	10/28/2021	1010272094	Strate Insurance Group	1,700.00
58600		Employee Benefits		Check Count: 4	Total:	2,060.50

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: General Fund #(101)						
73300	316	Contributions	10/07/2021	1010271998	Morristown-Hamblen Imagination Library Advisory	5,000.00
73300		Community Services		Check Count: 1	Total:	5,000.00
91110	707	Building Improvements	10/28/2021	1010272065	Bill Parker's Carpet Service	6,710.00
91110		General Administration Projects		Check Count: 1	Total:	6,710.00
91130	718	Motor Vehicles	10/07/2021	1010271979	Wade Tobin	0.00
91130		Public Safety Projects		Check Count: 1	Total:	0.00
General Fund #(101) Total:						691,407.82

A

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: Solid Waste/Sanitation Fund #(116)						
55710	299	Other Fringe Benefits	10/21/2021	1160024479	Hamblen Co Dept Of Education	37.50
55710	302	Advertising	10/21/2021	1160024476	Citizen Tribune	234.90
55710	312	Contracts With Private Agencies	10/21/2021	1160024480	Healthstar Physicians, Inc	28.00
55710	336	Maintenance And Repair Services - Equipment	10/07/2021	1160024469	Moore's Tractor & Trailer	6,326.27
55710	336	Maintenance And Repair Services - Equipment	10/07/2021	1160024470	NAPA Auto Parts Of Morristown	596.39
55710	336	Maintenance And Repair Services - Equipment	10/21/2021	1160024477	Freightliner of Arizona, LLC	318.67
55710	336	Maintenance And Repair Services - Equipment	10/21/2021	1160024481	Stringfellow	2,039.04
55710	359	Disposal Fees	10/07/2021	1160024467	Hamblen County-Morristown Solid Waste	66,936.06
55710	412	Diesel Fuel	10/21/2021	1160024478	Fuelman	11,188.61
55710	425	Gasoline	10/21/2021	1160024478	Fuelman	464.34
55710	433	Lubricants	10/07/2021	1160024472	Universal Total Lubricants, Inc.	634.81
55710	446	Small Tools	10/07/2021	1160024468	Meade Tractor	866.98
55710	450	Tires And Tubes	10/07/2021	1160024465	Goforth Tire & Auto, Inc	100.00
55710	451	Uniforms	10/21/2021	1160024475	Cintas Corp., Loc. 207	840.42
55710	499	Other Supplies And Materials	10/07/2021	1160024464	Elliott Boots	100.00
55710	499	Other Supplies And Materials	10/21/2021	1160024475	Cintas Corp., Loc. 207	99.99
55710	499	Other Supplies And Materials	10/21/2021	1160024482	UniFirst First Aid Corp	57.96
55710	733	Solid Waste Equipment	10/07/2021	1160024471	Stringfellow	6,952.40
55710		Sanitation Management		Check Count:	16	Total: 97,822.34
Solid Waste/Sanitation Fund #(116) Total:						97,822.34

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: Drug Control Fund #(122)						
54150	351	Rentals	10/28/2021	1220002800	BC & M Development	1,000.00
54150	415	Electricity	10/21/2021	1220002798	Morristown Utilities	963.13
54150	415	Electricity	10/21/2021	1220002799	MUS Fibernet	240.05
54150	415	Electricity	10/28/2021	1220002801	Morristown Utilities	821.60
54150	716	Law Enforcement Equipment	10/07/2021	1220002797	Thermo Scientific Portable Analytical Instruments Inc	24,839.02
54150		Drug Enforcement		Check Count:	5	Total: 27,863.80
Drug Control Fund #(122) Total:						27,863.80

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: Highway/Public Works Fund (#131)						
34120	000	Object Code (000)	10/28/2021	1313043746	Apac Atlantic, Inc	130,171.02
34120		Encumbrances - Prior Year		Check Count: 1	Total:	130,171.02
61000	307	Communication	10/07/2021	1313043715	AT&T	168.75
61000	307	Communication	10/07/2021	1313043725	Verizon Wireless	90.00
61000	307	Communication	10/28/2021	1313043747	Comcast Cable	76.95
61000	415	Electricity	10/21/2021	1313043736	Holston Electric Cooperative	743.30
61000	415	Electricity	10/21/2021	1313043738	Morristown Utilities	2,040.00
61000	454	Water and Sewer	10/21/2021	1313043738	Morristown Utilities	108.00
61000	454	Water and Sewer	10/28/2021	1313043748	Morristown Utilities	109.00
61000	599	Other Charges	10/07/2021	1313043721	Lowe's	105.73
61000	599	Other Charges	10/07/2021	1313043724	Smoky Mountain Farmers Co-Op	344.49
61000	599	Other Charges	10/14/2021	1313043727	Elliott Boots	150.00
61000	599	Other Charges	10/21/2021	1313043732	Able Exterminators, Inc	85.00
61000		Administration		Check Count: 10	Total:	4,021.22
62000	404	Asphalt - Hot Mix	10/07/2021	1313043716	Blalock & Sons Inc	6,266.90
62000	404	Asphalt - Hot Mix	10/21/2021	1313043733	Apac Atlantic, Inc	1,102.84
62000	404	Asphalt - Hot Mix	10/21/2021	1313043739	Newport Paving & Ready Mix	9,405.94
62000	409	Crushed Stone	10/21/2021	1313043741	Vulcan Materials Company	5,655.63
62000	426	General Construction Materials	10/07/2021	1313043724	Smoky Mountain Farmers Co-Op	422.38
62000	451	Uniforms	10/21/2021	1313043734	Cintas Corp., Loc. 207	875.95
62000		Highway And Bridge Maintenance		Check Count: 6	Total:	23,729.64
63100	412	Diesel Fuel	10/21/2021	1313043735	Fuelman	3,070.13
63100	412	Diesel Fuel	10/21/2021	1313043740	Pioneer Petroleum	1,627.58
63100	416	Equipment Parts - Heavy	10/07/2021	1313043719	Interstate Battery System	880.65
63100	416	Equipment Parts - Heavy	10/07/2021	1313043722	Meade Tractor	61.70

COMMISSION APPROVAL LISTING

ACCT	OB	Name	Date	Check Nbr	Description	Amount Paid
Fund: Highway/Public Works Fund (#131)						
63100	416	Equipment Parts - Heavy	10/07/2021	1313043723	NAPA Auto Parts Of Morristown	2,562.31
63100	416	Equipment Parts - Heavy	10/14/2021	1313043731	Worldwide Equip/Volunteervolvo	759.84
63100	424	Garage Supplies	10/21/2021	1313043737	Holston Gases	213.95
63100	425	Gasoline	10/14/2021	1313043726	BP	48.85
63100	425	Gasoline	10/21/2021	1313043735	Fuelman	1,851.24
63100	446	Small Tools	10/14/2021	1313043728	Meade Tractor	866.98
63100	450	Tires And Tubes	10/07/2021	1313043717	Goforth Tire & Auto, Inc	1,990.55
63100	499	Other Supplies And Materials	10/07/2021	1313043720	Lane Sales Power Equipment	53.00
63100		Operation And Maintenance Of Equipment		Check Count:	11	Total: 13,986.78
66000	515	Liability Claims	10/07/2021	1313043713	Action Auto Glass, LLC	413.50
66000		Employee Benefits		Check Count:	1	Total: 413.50
68000	726	State Aid Projects	10/28/2021	1313043746	Apac Atlantic, Inc	2,021.88
68000		Capital Outlay		Check Count:	1	Total: 2,021.88
Highway/Public Works Fund (#131) Total:						174,344.04

RESOLUTION NO. 21-_____

**A RESOLUTION AUTHORIZING HAMBLEN COUNTY TO
JOIN THE STATE OF TENNESSEE AND OTHER LOCAL
GOVERNMENTS AS PARTICIPANTS IN THE
TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT
AGREEMENT AND APPROVING THE RELATED
SETTLEMENT AGREEMENTS**

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and Hamblen County, Tennessee.

WHEREAS, Hamblen County has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the “Opioid Litigation”);

WHEREAS, certain pharmaceutical distributors and a manufacturer have proposed settlements that Hamblen County find acceptable and in the best interest of the community;

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112th Tennessee General Assembly and was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain proposed opioid litigation settlements;

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have proposed a unified plan

for the allocation and use of certain prospective settlement and bankruptcy funds from opioid related litigation (“Settlement Funds”);

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the “Tennessee Plan”), attached hereto as “Exhibit A,” sets forth a framework of a unified plan for the proposed allocation and use of the Settlement Funds; and

WHEREAS, participation in the settlements and Tennessee Plan by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from pending proposed opioid settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF HAMBLLEN COUNTY, TENNESSEE,

Section 1. That Hamblen County finds that participation in the Tennessee Plan is in the best interest of Hamblen County and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That Hamblen County hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

Section 3. That the Hamblen County Mayor is hereby expressly authorized to execute the Tennessee Plan in substantially the form attached as Exhibit “A” and the County Mayor is hereby authorized to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

Section 4. That the Hamblen County Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing Hamblen County's agreement to the settlement of claims [and litigation] specifically related to AmerisourceBergen Corporation, Cardinal Health, Inc., McKesson Corporation, Janssen Pharmaceuticals, Inc., and Johnson & Johnson.

[Section 5. That the Hamblen County Mayor is authorized to take such other action as necessary and appropriate to effectuate Hamblen County's participation in the Tennessee Plan and these settlements.]

Section 6. This Resolution is effective upon adoption, the welfare of Hamblen County, Tennessee requiring it.

ADOPTED this the 18th day of November, 2021.

ATTEST:

Hamblen County Clerk

Hamblen County Mayor

Chairman-Hamblen County Commission

Tennessee State-Subdivision Opioid Abatement Agreement

I. Definitions

For all sections of this Agreement, the definitions for terms set out in this Section I apply. The Agreement also uses additional terms that are defined in the Distributor/J&J Settlements and other agreements. In such instances, which are clearly stated, those terms are defined by those agreements.

A. “2021 Legislation.” Public Chapter No. 491 passed during the 2021 Regular Session of the 112th Tennessee General Assembly and signed into law by Governor Bill Lee on May 24, 2021. For ease of reference purposes only, a copy of Public Chapter No. 491 is attached.

B. “Agreement.” This document, the Tennessee State-Subdivision Opioid Abatement Agreement, a “state-subdivision opioid abatement agreement” as defined in the 2021 Legislation, Section 5(7) and Section 13(6). This Agreement is also a “State-Subdivision Agreement” as defined in the Distributor/J&J Settlement Agreements and a “Statewide Abatement Agreement” as defined in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy plans.

C. “Distributor/J&J Settlements.” The settlements consisting of the joint settlement agreement with distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and their subsidiaries and other related entities and the settlement agreement with manufacturer Johnson & Johnson, its Janssen subsidiaries and other subsidiaries and related entities. Both settlements qualify as Statewide Opioid Settlement Agreements.

D. “Joint Abatement Bankruptcy Plan.” A plan confirmed in federal bankruptcy court under Title 11 of the United States Code that resolves state and subdivision claims related to the manufacture, marketing, distribution, dispensing, or sale of opioids in a manner that allocates funds for abatement jointly to the state and its subdivisions. The plans in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy cases are examples of Joint Abatement Bankruptcy Plans.

E. “Opioid Abatement Council.” The council created by the 2021 Legislation, Sections 3-9.

F. “Relevant Funds.” Funds that, pursuant to a Joint Abatement Bankruptcy Plan, are allocated to the State for the claims of the State and its Subdivisions and that must be dedicated to opioid abatement programs.

G. “State.” The State of Tennessee.

H. “State-Only Opioid Settlement Agreement.” A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which there are not provisions for Subdivision joinder.

I. “State Opioid Judgment.” A judgment obtained by the State against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

J. “Statewide Opioid Settlement Agreement.” A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which subdivision claims are addressed.

K. “Statutory Bar.” A law barring all subdivisions (not limited to counties and municipalities) in the state from maintaining released claims against released entities, either through a direct bar or through a grant of authority to release claims. The 2021 Legislation, Sections 10-19 establishes a grant of authority process for a statutory bar to be enacted for the entities addressed in the Distributor/J&J Settlements.

L. “Subdivision.” A Tennessee county or municipality.

M. “Subdivision-Only Opioid Settlement Agreement” A settlement agreement between one or more Subdivisions and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids that does not include the State as a party.

N. “Subdivision Opioid Judgment.” A judgment obtained by one or more Subdivisions against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

O. “Tennessee Opioid Abatement Fund.” The opioid abatement trust fund established by the 2021 Legislation, Sections 1-2.

II. Interaction of this Agreement with Settlements, Bankruptcy Plans and Legislation

This Agreement replaces certain default provisions in specified State Opioid Settlement Agreements and Joint Abatement Bankruptcy Plans. Certain default provisions are also replaced by the 2021 Legislation and consent judgments will be filed for State Opioid Settlement Agreements. Thus, there will be multiple sources of authority for the application of each settlement agreement or bankruptcy plan. While parts of the 2021 Legislation are described in this Agreement, such descriptions do not supersede the statutory language, which is controlling.

III. Allocation of Funds in the Distributor/J&J Settlements

The Distributor/J&J Settlements allow for payment and allocation default provisions to be replaced by state-subdivision agreements, by statute, and other means. As referenced below, the 2021 Legislation addressed some of the default provisions in these settlements. This Agreement makes a few additional changes to the default provisions. As described below, some default provisions remain in place.

A. Allocation among three sub-funds. The Distributor/J&J Settlements initially allocate the vast majority of settlement funds among three sub-funds for each state: the “State Fund,” the “Abatement Accounts Fund,” and the “Subdivision Fund.”¹ Subject to the terms of the specific settlement agreements and assuming full subdivision participation and maximum payments, allocation among the three Tennessee sub-funds shall remain the same as with the default provision: 15% to the State Fund, 70% to the Abatement Accounts Fund, and 15% to the Subdivision Fund.

B. Use of funds. The Distributor/J&J Settlements have provisions concerning the use of funds and those are controlling.² Generally they require that money from all three sub-funds be used for “Opioid Remediation” as that term is defined in those agreements. Such definitions include restitution for past abatement within the definition of remediation.

C. State Fund. The 15% State Fund shall be directed to the State’s general fund unless directed to the Tennessee Opioid Abatement Fund by future legislation.

D. Abatement Accounts Fund.

1. The 70% Abatement Accounts Fund shall be directed to the Tennessee Opioid Abatement Fund.

2. The 2021 Legislation fully replaces the default provisions for the Abatement Accounts Fund.³ Among the legislative provisions is the requirement that for the Distributor/J&J Settlements funds deposited into the Tennessee Opioid Abatement Fund, the Opioid Abatement Council shall disburse 35% of these proceeds to counties that join the settlements to be spent on opioid abatement and remediation pursuant to Subsections 6(q)-(s). 2021 Legislation Section 6(p).

3. The 2021 Legislation allows for a state-subdivision agreement to determine the metrics used in allocating certain funds among participating counties. 2021 Legislation, Section (6)(q). It is agreed that the allocation formula shall use data for fatal and non-fatal opioid overdoses, opioid sales measured by morphine milligram equivalents, and population. Details and agreed terms regarding the metrics, the updating of allocation percentages, and the initial allocation percentages for each county is set out in Exhibit A.

E. Subdivision Fund.

1. The 15% Subdivision Fund shall generally be directed to the Subdivisions participating in the Distributor/J&J Settlements pursuant to the default provisions of those agreements, including the allocation of funds for non-litigating municipalities with populations under 10,000 to their respective counties.

¹ “State Fund,” Abatement Accounts Fund,” and “Subdivision Fund” are all defined terms in the Distributor/J&J Settlement agreements. They are sub-funds of the settlements’ “Settlement Fund” into which the companies make base and incentive payments pursuant to the settlement agreements.

² Some examples are distributor agreement Subsections V.B.1-2 and J&J agreement Subsections VI.B. 1-2.

³ These are mainly found in distributor agreement Section V.E and J&J agreement Section VI.E.

2. The default provisions are adjusted for non-litigating municipalities in participating counties that both (1) have populations of 10,000 to 30,000 per the 2019 U.S. Census estimate and (2) have a Subdivision Fund allocation percentage less than 0.5%.⁴ The allocations for such municipalities shall be directed to their respective counties if the county is a participating subdivision. (If the county is not a participating subdivision, the funds are not redirected to the county.) The reallocation for such municipalities located in multiple counties will be divided among those counties pursuant to the data used in Exhibit G of the Distributor/J&J Settlements. These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund. These redirected funds to certain counties are in addition to the funds allocated to participating counties pursuant to 2021 Legislation Section 6(p) and should not be included in calculating or disbursing the 35% amount allocated to participating counties. Such redirected funds should also not be viewed as an additional recovery by the county for purposes of calculating any contingency fees agreements.

F. Attorneys' fees and costs. The Distributor/J&J Settlements have provisions for funds dedicated to or related to attorneys' fees, costs, and/or expenses. There are also funds for states without outside counsel, identified as "Additional Restitution Funds." Such funds shall be allocated pursuant to such agreements and are not addressed by this Agreement.

IV. Allocation of Funds for other Statewide Opioid Settlement Agreements

A. Application to future settlements. To the extent allowed by such agreement and subject to IV.B.2 of this Agreement, the provisions in Section III above shall replace default provisions in, and apply to, any future Statewide Opioid Settlement Agreement in which Tennessee counties and municipalities are able to join and receive benefits, either directly or indirectly, in exchange for a release of claims.⁵ Not all municipalities need to be eligible to join such a settlement for the provisions of this Section IV to apply. Indirect benefits include funds being allocated to counties and/or the Tennessee Opioid Abatement Fund.

B. Exceptions. The application of Section IV.A. is limited, as follows:

1. The directing of 35% of Abatement Funds to the counties pursuant to the 2021 Legislation Section 6(p) shall not apply to any Statewide Opioid Settlement Agreement that includes an incentive or other benefit for a Statutory Bar unless (a) Section 19 of the 2021 Legislation is amended to specifically allow a Statewide Opioid Settlement Agreement release for the settling entity or entities or (b) another statute that qualifies as a Statutory Bar for such settlement is enacted. Should such settlement become effective prior

⁴ For the avoidance of doubt, a non-litigating municipality with a population between 10,000 and 30,000 that has a Subdivision Fund allocation percentage of 0.5% or greater is not affected by this subsection and receives its direct allocation from the Subdivision Fund.

⁵ For the avoidance of doubt, the Section III provisions include the 15%/70%/15% allocation of settlement funds among the three sub-funds.

to the enactment of a Statutory Bar addressing claims against the settling entity or entities, 35% of the funds directed to the Tennessee Opioid Abatement Fund shall be withheld and not allocated until the earlier of (1) the enactment of such a Statutory Bar or (2) a full regular session of the Tennessee General Assembly has occurred.

2. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement unless the application of this Agreement to such settlement is approved by a majority of (a) counties and (b) municipalities having a population over 30,000 after such settlement is negotiated and provided to such subdivisions. Whether there is majority approval shall be measured by population of the relevant subdivisions. Population figures shall be from the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

3. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement with Endo International plc. or its subsidiaries.

C. Statutory provisions. The language in this section does not address or control whether any default provisions in a Statewide Opioid Settlement Agreement are replaced by the 2021 Legislation or any other statutory provision if Section IV.A does not apply to such settlement.

V. Allocation of Funds for Opioid-Related Claims in Joint Abatement Bankruptcy Plans

A. Relevant Funds. Multiple opioid manufacturers have filed for bankruptcy in actions for which the State and many Subdivisions are creditors for opioid-related claims. These companies include Purdue and Mallinckrodt. It is anticipated that other entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids may also file for bankruptcy and that the State and one or more Subdivisions will pursue opioid-related claims in those actions. Funds allocated to the State and Subdivisions for such claims shall be disbursed pursuant to the confirmed bankruptcy plan for the relevant entity, including requirements for funds to be used for future abatement. It is anticipated that one or more of such plans shall include the allocation of Relevant Funds that must be dedicated to opioid abatement programs. All Relevant Funds shall be placed in the Tennessee Opioid Abatement Fund and allocated pursuant to Sections V.B. Relevant Funds do not include funds disbursed through bankruptcy plans that are not restricted to abatement or that are disbursed for claims that are unrelated to the opioid crisis.

B. Allocation of Relevant Funds. To the extent permissible under the subject bankruptcy plan, Relevant Funds from Joint Abatement Bankruptcy Plans shall be allocated in the same manner as the Abatement Account Funds from the Distributor/J&J Settlements are disbursed under Section III.D and the 2021 Legislation. Thus, the Opioid Abatement Council shall disburse 35% of the proceeds from such bankruptcy plans to the counties subject to 2021 Legislation

Subsections 6(q)-(s). All default provisions related to Relevant Funds in such bankruptcy plans are replaced by this Agreement.⁶

C. Exception. Section V shall not apply to any bankruptcy plan for Endo International plc. or its subsidiaries.

D. Statutory provisions. The language in this section does not address or control whether any default provisions in a Joint Abatement Bankruptcy Plan are replaced by the 2021 Legislation or any other statutory provision if Sections V.A-B do not apply to such bankruptcy plans.

VI. No Application to Other Funds

A. State-Only Opioid Settlement Agreements and State Opioid Judgments. The Attorney General may direct funds from a State-Only Opioid Settlement Agreement or a State Opioid Judgment to the Tennessee Opioid Abatement Fund. Subject to the terms of specific agreements and any conditions placed on the funds prior to their being placed in the Tennessee Opioid Abatement Fund, the funds shall be allocated by the Opioid Abatement Council pursuant to the 2021 Legislation. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from State-Only Opioid Settlement Agreements or State Opioid Judgments.

B. Subdivision-Only Settlement Agreements and Subdivision Judgments. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from Subdivision-Only Opioid Settlement Agreements or Subdivision Opioid Judgments.

VII. Adoption and Amendment of Agreement

A. Controlling Authority. For this Agreement to replace default provisions in the Distributor/J&J Settlements, it must be adopted by statute or approved by the State and a sufficient number of Subdivisions as set forth in Exhibit O of those settlements. For this Agreement to replace default provisions in the Purdue and other bankruptcy plans, it is anticipated that it will need to be approved by the State and a sufficient number of Subdivisions as set forth in the specific bankruptcy plans. There are similar requirements for amending state-subdivision agreements such as this Agreement. It is understood that the approval process and participation requirements set out in this Section VII meet the requirements of these settlement agreements and anticipated bankruptcy plans. For any settlement agreement or bankruptcy plan that allows for a state-subdivision agreement to determine the requirements for amendment of a state-subdivision

⁶ For example, the provisions related to the default “Government Participation Mechanism” in the Purdue bankruptcy plan are not applicable with the adoption of this Agreement (which incorporates the Opioid Abatement Council).

agreement, the approval process and participation requirements set out in this Section VII for an amended agreement shall control. Similarly, if this Agreement is adopted by statute, the approval process and participation requirements set out in this Section VII for an amended agreement shall control.

B. Adoption of Agreement. This Agreement is adopted if it is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate “Population Percentages,” determined as set forth below, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50%, provided that these Subdivisions also represent 15% or more of the counties, by number.

C. Population Percentage Calculation. Population Percentages shall be determined as follows: The Population Percentage of each county shall be deemed to be equal to (1) (a) 200% of the population of such county minus (b) the aggregate population of all Primary Municipalities located in such county, divided by (2) 200% of the state’s population. A Primary Municipality means a municipality with a population of at least 25,000. The Population Percentage of each Primary Municipality shall be equal to its population divided by 200% of the state’s population. (The result of these calculations is that every person is counted twice: everyone in a Primary Municipality is counted once for that municipality; everyone is counted at least once for their county; and those not in a Primary Municipality are counted a second time for their county.) Except as required by a specific settlement agreement or bankruptcy plan, the population figures for these calculations shall be the 2020 U.S. Census counts for the initial adoption of the Agreement and, for adoption of an amended agreement, the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

D. Amendment of Agreement. This Agreement may be amended if that amended agreement is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate Population Percentages, determined as set forth above, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50% provided that these Subdivisions also represent 15% or more of the counties, by number.

VIII. Effect of Agreement

Nothing in this Agreement is intended to abridge or enlarge the authority of the Attorney General, the State, or the subdivisions, except as expressly stated herein.

Exhibit A: County Allocation for Opioid Abatement Fund

Certain abatement funds are allocated by county pursuant to the 2021 Legislation and/or the provisions of this Agreement. The allocations shall be set consistent with the 2021 Legislation and as set forth below.

A. County Allocation Data. The following data shall be used in the county allocation calculations:

1. Fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

2. Non-fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

3. Opioid sales as measured by morphine milligram equivalents (“MME”). The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

4. County population. The 2020 U.S. Census counts will be used for the initial allocations. For future allocation calculations, the most recent population estimate or actual count data published by the U.S. Census shall be used.

B. Weighting of Data. In calculating the county allocation percentages, the data shall be weighted as follows:

1. Fatal opioid overdose data shall be weighted at 12.5%.
2. Non-fatal opioid overdose data shall be weighted at 12.5%.
3. Opioid sales as measured by MME shall be weighted at 25%.
4. Population shall be weighted at 50%.

C. Updating of Allocations. The county allocations shall be updated pursuant to statute. The 2021 Legislation requires updating every four years and addresses what happens if a data set used in the initial allocations is unavailable.

D. Allocation Process. The State shall make the initial data and allocable share calculations available to the counties to review for 30 days in order to identify and correct any mathematical or data entry errors. The Opioid Abatement Council will allow for similar review for future reallocations.

E. Holdback Share. It is recognized that, particularly for some very small counties, there could be limits on the ability of the data to capture the scope of the opioid crisis in the county. For example, a large segment of a county’s population may fill prescriptions in a neighboring county, resulting in MME data that dramatically underrepresents the level of opioids prescribed to the residents of the county. To address limited situations such as this, 2% of the abatement funds

allocated to counties shall be initially held back until the Opioid Abatement Council can consider county requests for adjustments to their allocation percentages due to such data issues. However, such requests will only be granted when there is a finding that the data limitations substantially affected the county's overall allocation. The Council may only adjust allocation percentages upwards through the use of the 2% holdback fund and may find that no adjustments are needed. Any portion of the 2% holdback fund not used to adjust county allocations pursuant to this process will be released to the counties pursuant to their allocations, including any adjusted allocation percentages.

F. Initial County Allocation Percentages.

[TABLE TO BE INSERTED ONCE UPDATED DATA AVAILABLE]

Esco R. Jarnagin
Sheriff



Wayne Mize
Chief Deputy

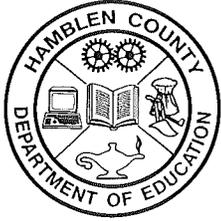
Sheriff of Hamblen County

510 Allison Street
Morristown, Tennessee 37814

The Sheriff's Department is requesting approval to give the retired Tasers that are no longer in use to the Hancock County Sheriff's Department. These Tasers have been replaced and are no longer guaranteed by Taser. The Hancock County understands this and needs the Tasers.

PHONE: (423) 586-3781 - Administrative
(423) 585-2720 - Jail
FAX: (423) 587-1658 - Administrative
(423) 587-1329 - Jail

BUDGET AMENDMENTS



HAMBLEN COUNTY DEPARTMENT OF EDUCATION

210 East Morris Boulevard
Morristown, Tennessee 37813
Phone (423) 586-7700 • Fax (423) 586-7747

*The mission of Hamblen County Schools is to educate students
so they can be challenged to successfully compete in their chosen fields.*

DR. JEFF PERRY
Superintendent

BOARD OF EDUCATION

Shahin Assadnia

Carolyn Clawson

Joe Gibson, Jr.

Roger Greene

James Grigsby

Janice Haun

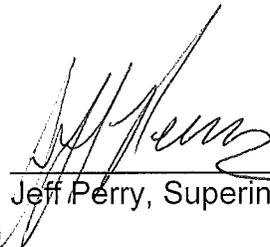
Clyde Kinder

AMENDMENT #2 2021-2022

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #2 to the 2021-2022 General Purpose School Budget. This amendment was approved by the Board of Education on October 19, 2021.

On June 24, 2021, the Hamblen County Commission approved a General Purpose School Budget in the amount of \$93,433,454.30. Amendment #1 increased the budget to \$93,501,914.11. Amendment #2 would increase the budget to \$93,725,494.84.

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

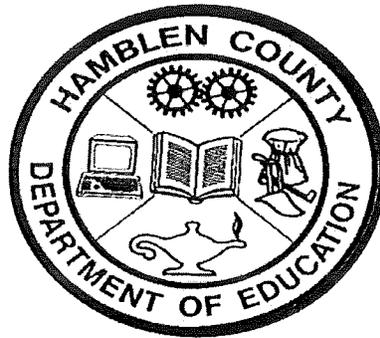


Jeff Perry, Superintendent of Schools

**HAMBLEN COUNTY DEPARTMENT OF EDUCATION
2021-2022**

Dr. Jeff Perry, Superintendent of Schools

**GENERAL PURPOSE
AMENDMENT #2**



HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2021-2022
AMENDMENT #2 - EXTERNAL

EXPENDITURE

CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
72210-196	IN-SERVICE TRAINING	\$ 79,150.00	\$ 30,000.00	\$ -	\$ 109,150.00	SAFE SCHOOLS GRANT THROUGH STATE OF TN
72210-399	OTHER CONTRACTED SERVICES	\$ 80,000.00	\$ 40,000.00	\$ -	\$ 120,000.00	
72210-790	OTHER EQUIPMENT	\$ -	\$ 153,580.73	\$ -	\$ 153,580.73	
	TOTALS	\$ 159,150.00	\$ 223,580.73	\$ -	\$ 382,730.73	
	NET INCREASE		<u>\$ 223,580.73</u>			

HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2021-2022
AMENDMENT #2 - EXTERNAL

REVENUE CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
46981	SAFE SCHOOLS GRANT	\$ -	\$ 223,580.73	\$ -	\$ 223,580.73	SAFE SCHOOLS GRANT THROUGH STATE OF TN
	TOTALS	\$ -	\$ 223,580.73	\$ -	\$ 223,580.73	
	NET INCREASE		<u>\$ 223,580.73</u>			



Hamblen County Commission

For the November 2021 Commission Meeting

Fund #101

DEPT: EMA

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
54410.506	EMA - Liability Insurance	\$ 2,300.00	
	DECREASE APPROPRIATIONS:		
58600.506	Employee Benefits - Liability Insurance		\$ 2,300.00
		2,300	2,300

Brief Descriptions of issue:
 To increase appropriations for insurance to cover EMA volunteers.

Signature: Bill Butts
 Title: County Mayor
 Date: 10-29-2021

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment: _____
 Date: _____

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

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

CHRISTOPHER P. CAPPS
DAVID S. BYRD

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

November 3, 2021

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

**RE: INVOICES FOR LEGAL SERVICES RENDERED ON BEHALF
OF HAMBLÉN COUNTY, TENNESSEE - OCTOBER, 2021**

Dear Bill:

Please find enclosed three (3) invoices representing legal services rendered on behalf of Hamblen County, Tennessee during the month of October, 2021.

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

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

With best regards, I remain,

Very truly yours,



Christopher P. Capps

CPC/alg

Enclosures

[https://cccblaw.sharepoint.com/sites/lawfiles/Shared Documents/Hamblen County/Letters/2021/Brittain,Bill\(Invoice\)-11-03-21.docx](https://cccblaw.sharepoint.com/sites/lawfiles/Shared%20Documents/Hamblen%20County/Letters/2021/Brittain,Bill(Invoice)-11-03-21.docx)



Capps & Byrd, LLP

1004 W. 1st North Street
Morristown, TN 37814

INVOICE

Invoice # 746
Date: 11/03/2021
Due On: 12/03/2021

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

00027-Hamblen County Government

General Account

Type	Date	Description	Quantity	Rate	Total
Service	10/05/2021	E-mails from Jennifer Schmidt and Chris Kilby re: pending litigation	0.05	\$150.00	\$7.50
Service	10/07/2021	E-mail from Trish Bowman re: 10/12 committee meeting	0.05	\$150.00	\$7.50
Service	10/12/2021	Review contract; committee meeting	1.25	\$150.00	\$187.50
Service	10/13/2021	E-mails from and to Johnna Harrell re: Morgan Rd property	0.05	\$150.00	\$7.50
Service	10/15/2021	E-mails from and to Tricia Herzfeld and Bill Brittain re: pending litigation	0.10	\$150.00	\$15.00
Service	10/20/2021	Phone conferences with Bill Brittain and Tony Pettit re: AIA contract; review contract	2.00	\$150.00	\$300.00
Service	10/21/2021	Phone conference with Bill Brittain re: contract	0.20	\$150.00	\$30.00
Service	10/22/2021	E-mails from and to Trish Bowman re: special called meeting and notice; e-mails from parties re: pending litigation	0.20	\$150.00	\$30.00
Service	10/25/2021	E-mails from and to parties re: pending litigation	0.20	\$150.00	\$30.00
Service	10/26/2021	E-mails from and to Bill Brittain and Tricia Herzfeld re: pending litigation	0.05	\$150.00	\$7.50
Service	10/28/2021	E-mails from and to Amber Lamance re: pending litigation; phone conference with Bill Brittain re: pending matters	0.20	\$150.00	\$30.00
				Total	\$652.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
746	12/03/2021	\$652.50	\$0.00	\$652.50
			Outstanding Balance	\$652.50
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$652.50

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

Please pay within 30 days.

Capps & Byrd, LLP

1004 W. 1st North Street
Morristown, TN 37814

INVOICE

Invoice # 747
Date: 11/03/2021
Due On: 12/03/2021

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

00068-Hamblen County Planning Department

Planning

Type	Date	Description	Quantity	Rate	Total
Service	10/04/2021	E-mails to and from Tina Whitaker re: pending litigation	0.10	\$150.00	\$15.00
Service	10/12/2021	E-mails to and from Tina Whitaker re: pending litigation	0.35	\$150.00	\$52.50
Service	10/13/2021	E-mail from Tina Whitaker re: pending litigation	0.10	\$150.00	\$15.00
Service	10/16/2021	Prepare Notice of Hearing and mail re: Johnson	0.50	\$150.00	\$75.00
Service	10/19/2021	E-mail to Tommy McKinney, Bill Brittain, Tina Whitaker and Darrell Chase	0.10	\$150.00	\$15.00
Service	10/20/2021	Phone call to Matthew Evans	0.10	\$150.00	\$15.00
Service	10/21/2021	E-mails from and to Tommy McKinney and Tina Whitaker re: pending litigation	0.15	\$150.00	\$22.50
Service	10/22/2021	E-mail to Tina Whitaker re: pending litigation	0.10	\$150.00	\$15.00
Service	10/25/2021	E-mails from and to Tommy McKinney re: Mt. Vista Drive	0.10	\$150.00	\$15.00
Service	10/26/2021	Letter to Sinkhorn, e-mail to Planning, take to post office	0.65	\$150.00	\$97.50
Expense	10/26/2021	Postage: Certified mail: Steven Sinkhorn	1.00	\$7.38	\$7.38
Service	10/28/2021	Court appearance (continued) re: Johnson	0.25	\$150.00	\$37.50
Total					\$382.38

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
747	12/03/2021	\$382.38	\$0.00	\$382.38
			Outstanding Balance	\$382.38
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$382.38

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

Invoice # 748
Date: 11/03/2021
Due On: 12/03/2021

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

00043-Hamblen County Sheriff's Department

Sheriff's Department

Type	Date	Description	Quantity	Rate	Total
Service	10/04/2021	Research; phone conference with Wayne Mize	3.25	\$150.00	\$487.50
Service	10/05/2021	E-mails to and from Link Gibbons; conference with witnesses; phone call to K. Sipe and pickup	2.40	\$150.00	\$360.00
Service	10/06/2021	E-mails to and from Link Gibbons; prepare Witness and Exhibit List; phone conferences with Wayne Mize and T. Laws; left message with J. Atkins	0.90	\$150.00	\$135.00
Service	10/07/2021	Trial prep and hearing	5.50	\$150.00	\$825.00
Service	10/19/2021	Receive and review transcript; e-mail to Link Gibbons and Dwaine Evans; phone conference with Dwaine Evans and Bill Brittain re: court reporter bill	0.50	\$150.00	\$75.00
				Total	\$1,882.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
748	12/03/2021	\$1,882.50	\$0.00	\$1,882.50
			Outstanding Balance	\$1,882.50
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$1,882.50

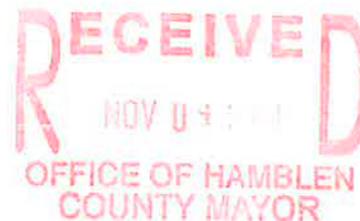
Please make all amounts payable to: Capps & Byrd, LLP

Please pay within 30 days.

MONTHLY REPORT
Hamblen County Coroner
P.O. Box 1479
Morristown, Tennessee 37816-1479
Phones (423)Home 581-6229 Fax 289-1262 Cell 312-6322

November 3, 2021

Hamblen County Commission
 C/O Mr. Bill Brittan, County Mayor
 Hamblen County Court House
 Morristown, Tennessee 37814



Dear Commissioners:

The following Coroner calls were investigated by me during the month of October along with being on call 24/7/365, recording/maintaining statistics, prepare reports, training, assisting, directing and reviewing each call, and the work of all Deputy Coroners and, serving as liaison between Medical Examiner and Pathologist; Collecting, preparing and shipping toxicology specimens and reviewing/approving all cremation requests.

#	CASE#	DATE	NAME,	AGE,	HOME ADDRESS *1
1.	21624	10-03-21	Mr.		Dominic-Longo, Jr. 72, 3025 Naomi Drive
2.	21627	10-04-21	Mr.		Edsel Keck, 93, 518 Crestwood Drive
3.	21631	10-05-21	Mr.		Lee Rorak, 77, 510 West Third North Street
4.	21635	10-06-21	Mrs.		Mildred Spurgeon, 89, 1531 Witt Road
5.	21639	10-07-21	Mrs.		Lorene Roach, 77, Rutledge, TN
6.	21640	10-07-21	Mr.		Steve Long, 69, Maynardville, TN
7.	21641	10-07-21	Mr.		Larry Brooks, 66, 3463 Wendy Circle
8.	21645	10-12-21	Mr.		James Shiflet 78, 424 Hayter Drive
9.	21646	10-12-21	Mrs.		Burnell Cope, 87, 1532 Madison Street
10.	21650	10-13-21	Mrs.		Tammy Justice, 61, 1215 Shields Ferry Road
11.	21651	10-13-21	Mrs.		Shirley Scarce, 81, 1655 Sulphur Springs Road
12.	21660	10-15-21	Mrs.		Mary Brooks, 78, 2215 Dover Road
13.	21661	10-15-21	Mrs.		Sandra Dunn, 58, 4421 Old Kentucky Road
14.	21667	10-18-21	Mr.		Robert Simpson, 93, Sevierville, TN
15.	21668	10-18-21	Mrs.		Marie Freeman, 95, 1166 Beaudelhire Drive
16.	21674	10-21-21	Mrs.		Frances Sides, 75, 1316 Secretart Drive
17.	21678	10-22-21	Mr.		Richard Harville, 77, 1012 North Church Street
18.	21679	10-23-21	Mrs.		Nellie Grubb, 80, 5715 Long Creek Road
19.	21680	10-23-21	Mrs.		June Gibson, 89, Jefferson City, TN
20.	21682	10-24-21	Mrs.		Velma Gibbons, 81, 4747 Union Grove Road
21.	21683	10-25-21	Mr.		Don Leeper, 67, 3006 East Morris Blvd
22.	21684	10-25-21	Mrs.		Janice Freeman, 75, 2585 Robin Circle
23.	21685	10-26-21	Mrs.		Rosemary Creech, 94, Regency (11 Yrs)
24.	21686	10-26-21	Mr.		Marion Kyle, 52, 459 Hayter Drive
25.	21687	10-27-21	Mrs.		Josette Kelley, 85, 1803 Christmas Drive
26.	21689	10-28-21	Mrs.		Cathy Brown, 70, 429 Lockmere Drive
27.	21691	10-30-21	Mrs.		Lois Smith, 82, 2413 McClannan Road
28.	21692	10-30-21	Mrs.		Pauline Gilfdors, 71, 558 Roddy Drive

If I may ever provide any additional information or assistance, please feel free to contact me at any time on my cell phone 423-312-6322.

Eddie R. Davis
 Hamblen County Coroner

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

** Omitted from previous Month's Report

*1 All home addresses are Hamblen County unless otherwise stated. C, Toxicology Samples Collected by Coroner's Office and sent to: AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

CALLS ARE NOT ALWAYS IN DATE AND TIME ORDER!

[Return to Committee Cover Page](#)

MONTHLY REPORT
Hamblen County Deputy Coroner
 Post Office Box 577
 Russellville, Tennessee 37860-0577
 Phone: 423-585-7117

November 3, 2021

Hamblen County Commission
 C/O Mr. Bill Brittain, County Mayor
 Hamblen County Court House
 Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of October.

CALL-#	CASE#	DATE	NAME,	AGE,	HOME ADDRESS *1
1.	21622	10-01-21	Ms.		Carolyn Stubblefield, 75, Greeneville, TN
2.	21623	10-02-21	Ms.		Shari Fleenor, 55, 1844 Pinecone Drive
3.	21634	10-05-21	Mr.		Anderson Jackson, 52, 2885 Musser Road
4.	21636	10-06-21	Mr.		Donald Bauer, 59, 5730 Christine Lane
5.	21637	10-06-21	Ms.		Ruby Hayes, 86, Thorn Hill, TN
6.	21638	10-06-21	Mr.		Jimmy Compton, 47, 5610 East AJ Highway
7.	21642	10-08-21	Mrs.		Carolyn Smith, 61, Dandridge, TN
8.	21649	10-13-21	Mr.		Willy Yount, 77, 3406 Old Kentucky Road
9.	21653	10-14-21	Mr.		Erza Daily, 70, Bulls Gap, TN
10.	21654	10-14-21	Mr.		Dallas Monteith, 70, 4207 Scarlett Oak Drive
11.	21655	10-15-21	Mrs.		Romona Livesay, 66, 1051 Dover Road
12.	21656	10-15-21	Mr.		Leeroy Goins, Sr., 84, 914 Lloyd Street
13.	21657	10-15-21	Mr.		Pedro Roman, 43, 1703 Reed Street
14.	21659	10-15-21	Mr.		Robert Simerly, 32, 2262 Fernwood Church Road
15.	21663	10-17-21	Mr.		Jerry Truman, 59, Rutledge, TN
16.	21675	10-21-21	Ms.		Emma Brammer, 71, 1038 Donna Street

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per cal

Sincerely,

16 Calls X \$40. = \$640.00

SIGNATURE ON FILE
 J.R. Thompson, Jr.
 Deputy Coroner

erd/jrt

CC: Hamblen County Medical Examiner
 * Indicates Autopsy Performed
 *1 All home addresses are Hamblen County unless otherwise stated.
 & Toxicology Samples Gathered and Sent to AXIS Forensic Toxicology
 (Formerly AIT Laboratories), Indianapolis, IN -

MONTHLY REPORT
 Hamblen County Deputy Coroner
 437 Britton Drive
 Talbott, Tennessee 37877
 Phone: 423-312-7510

November 3, 2021

Hamblen County Commission
 C/O Mr. Bill Brittain, County Mayor
 Hamblen County Court House
 Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of October.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	21625	10-03-21	Mrs. Dorothy Copus, 71, 4431 Ashford Drive
2.	21632	10-05-21	Mr. Bobby Lawless, 43, 523 East Hillcrest Drive
3.	21643	10-11-21	Mr. Ralph Johnson, 80, 1240 Wilburn Drive
4.	21647	10-12-21	Mrs. Mable Blue, 70, 506 Spoons Avenue
5.	21648	10-13-21	Ms. Angela Drinnon, 48, 146 East Main Street
6.	21652	10-16-21	Mrs. Linda Morrison, 68, 4424 Woodhaven Drive
7.	21662	10-16-21	Mr. Ray Evans, 70, 518 South liberty Hill Road
8.	21664	10-17-21	Mr. Michael Daniels, 49, 5567 Maxine Street
9.	21665	10-18-21	Ms. Corina Britel, 60, Newport, TN
10.	21666	10-18-21	Mrs. Patricia Bunch, 57, 2184 Kidwells Ridge Road
11.	21671	10-19-21	Mr. Michael Trent, 65, 1265 Citrus Lane
12.	21673	10-20-21	Mr. Edmond Flore, 66, 324 Laura Street
13.	21677	10-22-21	Mr. Timmy Houser, 49, Newport, TN
14.	21693	10-31-21	Mrs. Daisy Scott, 91, 2180 East Outer Drive

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

14 Calls X \$40. = \$560.00

Sincerely,

SIGNATURE ON FILE

Jeffery Holt
 Deputy Coroner

erd/jh

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

** Omitted from previous Month's Report

*1 All home addresses are Hamblen County unless otherwise stated.

& Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

CALLS ARE NOT ALWAYS IN DATE AND TIME ORDER!

MONTHLY REPORT
Hamblen County Deputy Coroner
7763 Melanie Circle
Talbott, Tennessee 37877
Phone: 423-586-6310

November 3, 2021

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of October.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	21629	10-04-21	Mrs. Margaret Campbell, 86, 530 South Liberty Hill
2.	21644	10-11-21	Mr. Joseph Curry, 48, 1056 Springvale Road
3.	21669	10-19-21	Mrs. Faye Reese, 76, Newport, TN
4.	21672	10-20-21	Mrs. Carolyn Cline, 80, Jefferson City, TN
5.	21681	10-23-21	Ms. Cristy McBee, 39, Bean Station, TN
6.	21688	10-27-21	Mrs. Trilby Williams, 73, White Pine, TN
7.	21694	10-31-21	Mrs. Patricia Dillion, 82, 1650 Beacon Road

I certify that I attended to the case listed above. I request the allocated fees of \$40.00 per call:

7 Calls X \$40. = \$280.00

Sincerely,

SIGNATURE ON FILE

Jimmy Peoples
Deputy Coroner

erd/jp

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

** Omitted from last month's Report.

& Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

MONTHLY REPORT
Hamblen County Deputy Coroner
1925 Deer Ridge Drive
Morristown, Tennessee 37813
Phone: 423-586-2524

November 3, 2021

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of October.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	21626	10-04-21	Mrs. Sonya Cole, 76, White Pine, TN
2.	21628	10-04-21	Mr. James Messer, 69 7469 Stagecoach Road
3.	21630	10-04-21	Dr. Joe Hadden, 84, 1479 Darbee Drive
4.	21633	10-05-21	Mr. John Matthews, 69, 1148 Marguerite Street
5.	*21670	10-19-21	Mrs. Lou Clark, 71, 1218 Fieldstone Drive
6.	21690	10-28-21	Mrs. Doris Mills, 81, 1701 Forrest Drive

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

6 Calls X \$40. = \$240.00

Sincerely,

SIGNATURE ON FILE

Todd Giles
Deputy Coroner

erd/tg

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

** Omitted from previous Month's Report

*1 All home addresses are Hamblen County unless otherwise stated.

Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

BUDGET AMENDMENTS

**Hamblen County Commission
Finance Committee
Information Purposes Only**



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

Fund 101 DEPT: Animal Control;

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
55120.451	Uniforms	\$ 100.00	
	DECREASE APPROPRIATIONS:		
55120.333	Licenses		\$ 100.00

Brief Descriptions of issue:

To increase appropriations to cover uniform expense in excess of budgeted amount.

Requesting Department
 Signature: [Signature]
 Title: Director ACO
 Date: 10-18-21

Approval by County Mayor
 Signature: [Signature]
 Title: County Mayor
 Date: 10-18-2021

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment

Hamblen County Government
Jail / Justice Center Project Expenditures
As of October 31, 2021

Category of Costs	Description	Amount	Total Per Category
Moseley Architects	Phase I	\$ 117,800.00	
	Phase II	\$ 67,500.00	
	Design & Construction Planning Phase	\$ 758,400.00	
Paid in FY2021	Design & Construction Planning Phase	\$ 699,828.51	
Paid in FY2022	Design & Construction Planning Phase	\$ 89,260.00	
			\$ 1,732,788.51
BurWil Construction			
Paid in FY2021	Project Management	\$ 283,597.96	
Paid in FY2022	Project Management	\$ 32,500.00	
	Project Management	\$ 32,500.00	
			\$ 348,597.96
Entegrity Consulting			
Paid in FY2021	Commissioning Services	\$ 3,294.00	
			\$ 3,294.00
Property Acquisition	Norton Property	\$ 55,092.06	
	Johnson Property	\$ 151,116.65	
	Graves Property	\$ 27,167.96	
	Moody Property	\$ 36,709.87	
	Hodge Property	\$ 145,575.48	
	Stambaugh Property	\$ 220,566.35	
	Gibbons Property	\$ 155,601.70	
	425 Allison Street	\$ 63,408.00	
	Hale House	\$ 385,513.00	
	Wilder Property	\$ 5,000.00	
	Whitehead Property	\$ 5,000.00	
Paid in FY2021			
	Hale House (remaining City Taxes due)	\$ 0.94	
	Whitehead Property	\$ 262,188.19	
	Wilder Property	\$ 347,794.44	
	Rescue Squad (relocating expenses)	\$ 75,000.00	
	Hyde Property - Title Search	\$ 250.00	
	Hyde Property	\$ 210,425.60	\$ 2,146,410.24
Other Costs	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	
			\$ 279,611.17
	Total Expenditures on Jail / Justice Center Project		<u>\$ 4,510,701.88</u>

Note: There have been no expenditures since the summary was previously presented.

Hamblen County Government
PUBLIC SERVICES COMMITTEE

Monday, November 8, 2021

Immediately Following Adjournment of the Finance Committee

Large Courtroom – Hamblen County Courthouse



**PUBLIC SERVICES
COMMITTEE**

Tim Goins
Chairman

James Stepp
Vice-Chairman

Howard Shipley
Ex-Officio

Jeff Akard
Member

Eileen Arnwine
Member

Bobby Haun
Member

Tim Horner
Member

Joe Huntsman, Sr.
Member

Wayne NeSmith
Member

AGENDA

1. **Call to Order** – *Chairman Tim Goins*
2. **Visitors Wishing to Address the Committee** – *Chairman Tim Goins*
(Visitors will be allotted 5 minutes to speak)
3. **Old Business** – *Chairman Tim Goins*
 - a. None
4. **New Business** – *Chairman Tim Goins*
 - a. Resolution 21-__ Resolution Authorizing Hamblen County to Make a 2022 Community Development Block Grant Application-*County Mayor Bill Brittain*
 - b. Resolution 21-__ Existing Metropolitan Planning Organizations (MPO's) Shall Remain (or Grandfathered) and Not Be Subject to the Proposed 2020 United States Census Housing Unit Density Threshold- *County Mayor Bill Brittain*
 - c. Approval of the 2022 Regularly Scheduled Meetings Calendar of the Hamblen County Commission/Committees- *County Mayor Bill Brittain*
5. **Items of Interest (No Action Necessary)** – *Chairman Tim Goins*
 - a. None
6. **Adjournment** – *Chairman Tim Goins*

Resolution 21-___

AUTHORIZING HAMBLEN COUNTY TO MAKE A 2022 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

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

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

WHEREAS, the match for the 2022 (CDBG) for Hamblen County is 21% with the three star incentive bringing the match to 17% or \$86,025.75 local; \$420,000.00 CDBG for a total of \$506,025.00; and

NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Legislative Body approves the application for a total not to exceed \$506,025.00, of which \$420,000.00 will be CDBG grant funds and the remainder \$86,025.75 will be a local match to purchase a new fire truck and other firefighting equipment for the South Hamblen VFD.

BE IT FURTHER RESOLVED, the South Hamblen County Volunteer Fire Department agrees to provide \$10,000.00 of the \$86,025.75 match from its annual appropriation from County government.

Duly passed and approved this 18th day of November, 2021.

County Mayor

Chairman

Attest:

County Clerk

Notary: _____

Date: _____

RESOLUTION 21-____

EXISTING METROPOLITAN PLANNING ORGANIZATIONS ((MPOs) SHALL REMAIN (OR GRANDFATHERED) AND NOT BE SUBJECT TO THE PROPOSED 2020 UNITED STATES CENSUS HOUSING UNIT DENSITY THRESHOLD

WHEREAS, the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO), which consists of the governing agencies of the Tennessee Department of Transportation (TDOT), Morristown, Hamblen County, Jefferson City, White Pine, and Jefferson County, was established as an Urbanized Area (UZA) by the United States Census in 2002 (after the 2000 US Census); and

WHEREAS, Hamblen County seeks to continually maintain, enhance, and improve the transportation system and infrastructure; and

WHEREAS, Hamblen County has the desire to improve and enhance the safety, security, and aesthetics of the transportation system and services within the LAMTPO Metropolitan Planning Area (MPA); and

WHEREAS, federal funding assistance is needed within the LAMTPO MPA to maintain, improve and enhance the following:

- a. Roadways, highways, bridges, etc.
- b. bicycle and pedestrian sidewalks and pathways,
- c. public transportation services; and

WHEREAS, the proposed changes to the US Census 2020 Urban Areas from a 50,000 population threshold with a minimum density of 1,000 people per square mile; to 385 housing units per square mile, with a minimum of 4,000 housing units or has a population of at least 10,000 people will be detrimental to the LAMTPO MPA; and

WHEREAS, preliminary results show that several MPOs within TN, including LAMTPO, will have a decrease in population as well as a decrease in land area, which in turn means a decrease in federal funding; and

WHEREAS, the preliminary mapping results from the proposed change shows several outliers that are not contiguous to the larger urbanized area, thus making it more difficult for transportation planning purposes and for determining where federal funding should go; and

WHEREAS, The US Office of Management and Budget (OMB) in June/ July 2021 decided not to change their definition of a Metropolitan Statistical Area (MSA) of 50,000 people or greater; and

WHEREAS, the proposed urban area boundary would not include recent residential developments, however those developments are within the existing urbanized area boundary; and

WHEREAS, the governing body of Hamblen County requests the United States Census should follow the OMB decision and not change their definition of Urban Areas, or at least allow existing MPOs urban areas (from the 2010 US Census) to be grandfathered in; and

NOW, THEREFORE BE IT RESOLVED that the Hamblen County Commission requests the United States Census should follow the OMB decision and not change their definition of Urban Areas, or at least allow existing MPOs urban areas (from the 2010 US Census) to be grandfathered.

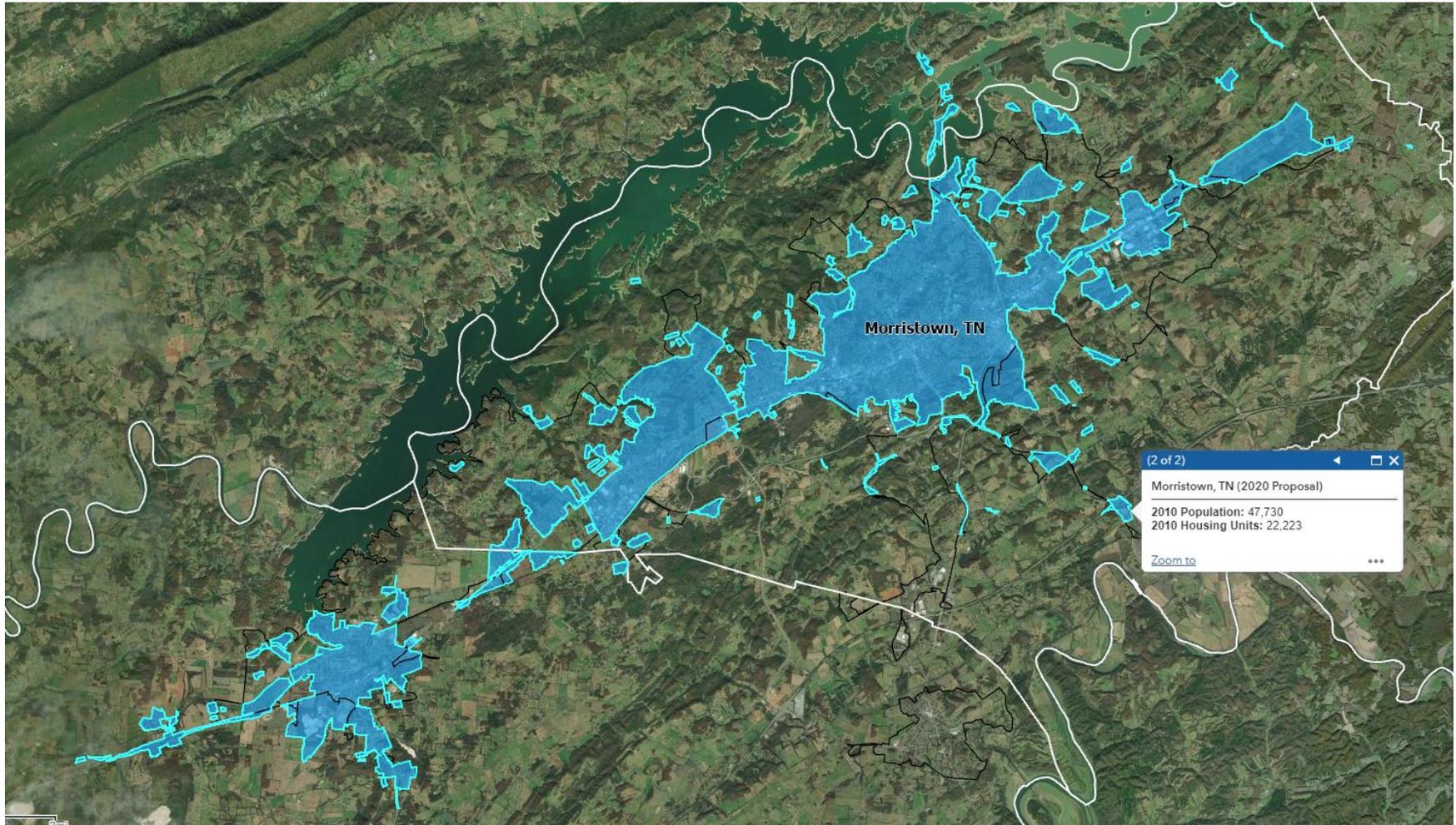
Duly passed and approved this ____ day of _____, 2021.

Mayor, Hamblen County

Chairman

Attest:

Clerk



Public Notice

2022 REGULARLY SCHEDULED MEETINGS OF THE HAMBLEN COUNTY COMMISSION

Notice is hereby given to all members of the County Commission of Hamblen County, Tennessee, to all residents of the County, and to any interested persons that for the calendar year 2022, the regularly scheduled meetings of the Hamblen County Commission and their Committees will be held on the following dates:

<u>Month</u>	<u>Meeting Dates</u>
January	
Committees	Monday, January 10, 2022
County Commission	Thursday, January 20, 2022
February	
Committees	Monday, February 14, 2022
County Commission	Thursday, February 24, 2022
March	
Committees	Monday, March 14, 2022
County Commission	Thursday, March 24, 2022
April	
Committees	Monday, April 11, 2022
County Commission	Thursday, April 21, 2022
May	
Committees	Monday, May 9, 2022
County Commission	Thursday, May 19, 2022
June	
Committees	Monday, June 13, 2022
County Commission	Thursday, June 23, 2022
July	
Committees	Monday, July 11, 2022
County Commission	Thursday, July 21, 2022
August	
Committees	Monday, August 8, 2022
County Commission	Thursday, August 18, 2022
September	
Committees	Monday, September 12, 2022
County Commission	Thursday, September 22, 2022
October	
Committees	Tuesday, October 11, 2022
County Commission	Thursday, October 20, 2022
November	
Committees	Monday, November 7, 2022
County Commission	Thursday, November 17, 2022
December	
Committees	Monday, December 5, 2022
County Commission	Thursday, December 15, 2022

Committee meetings are held at 5:30 p.m. in the third floor large courtroom of the Hamblen County Courthouse. Commission meetings are held at 5:00 p.m. in the third floor large courtroom of the Hamblen County Courthouse.

There will be considered at such meetings any items which might properly be heard at regular meetings of the County Commission Committees and County Commission. This notice is given pursuant to Title 8, Chapter 44, Tennessee Code Annotated.

Howard Shipley
Chairman, Hamblen County Commission

Hamblen County Government
CALENDAR & RULES COMMITTEE

Monday, November 8, 2021

Immediately Following Adjournment of the Public Services Committee
Large Courtroom of the Hamblen County Courthouse



AGENDA

James Stepp
Chairman

1. **Call to Order** – *Chairman James Stepp*

Tim Horner
Vice-Chairman

2. **Visitors Wishing to Address the Committee about Agenda Items Only** –
Chairman James Stepp (Visitors will be allotted 5 minutes to speak)

Howard Shipley
Ex-Officio

3. **Old Business** - *Chairman James Stepp*
a. None

Eileen Arnwine
Member

4. **New Business** - *Chairman James Stepp*
a. Review of Regular Calendar Items
b. Review of Consent Calendar Items

Thomas Doty
Member

Joe Huntsman, Sr.
Member

5. **Items of Interest** - *Chairman James Stepp*
a. None

Wayne NeSmith
Member

6. **Adjournment** – *Chairman James Stepp*

HAMBLEN COUNTY LEGISLATIVE BODY

Regularly Scheduled Monthly Meeting
Thursday, November 18, 2021
5:00 p.m.

Open Meeting - *Sheriff Esco Jarnagin*

Call to Order - *Chairman Howard Shipley*

Prayer – *TBD*

Pledge of Allegiance - *Commissioner Tim Goins*

Roll Call - *County Clerk Penny Petty*

*Prepared under the direction of:
Chairman Howard Shipley*



Order #	Vote	Item
1		<u>Recognition/Presentations/Proclamations (Commission Chairman Howard Shipley)</u> a. None
2	Vote	<u>Nominations/Appointments (Commission Chairman Howard Shipley)</u> a. Appointment of 7 th and 8 th Districts Road Commissioner
3	Vote Vote	<u>Calendar and Rules Committee Report (Chairman Jim Stepp)</u> a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items
4	Vote	<u>Approval of Consent Calendar (Commission Chairman Howard Shipley)</u> a. Consent Calendar
5		<u>Public Comment Regarding Business of the Agenda Only (Commission Chairman Howard Shipley)</u>
6	Vote Vote	<u>Justice Center/Jail Project Committee (Chairman Tim Horner)</u> a. Contract with Blaine Construction Company b. Resolution 21-__ Authorizing the Issuance of General Obligation Bonds of Hamblen County, Tennessee in the Aggregate Principal Amount of Not to Exceed \$10,000,000
7	Vote Vote Vote Vote Vote	<u>Finance Committee (Chairman Randy DeBord)</u> a. Monthly Checks October 2021 b. Resolution 21-__ A Resolution Authorizing Hamblen County to Join the State of Tennessee and Other Local Governments as Participants in the Tennessee State-Subdivision Opioid Abatement Agreement and Approving the Related Settlement Agreements c. Surplus Tasers-Hancock County d. Budget Amendments i. Hamblen County Board of Education Budget Amendment#2-Increase of \$223,580.73 ii. Fund #101-EMA \$2,300
8	Vote Vote Vote	<u>Public Service Committee (Chairman Tim Goins)</u> a. Resolution 21-__ Resolution Authorizing Hamblen County to Make a 2022 Community Development Block Grant Application b. Resolution 21-__ Existing Metropolitan Planning Organizations (MPO's) Shall Remain (or Grandfathered) and Not Be Subject to the Proposed 2020 United States Census Housing Unit Density Threshold c. Approval of the 2022 Regularly Scheduled Meetings of Hamblen County Commission/Committees
9		<u>Public Comments-General /Non –Agenda Items (Commission Chairman Howard Shipley)</u>
10		<u>Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Howard Shipley)</u> a. December Committee Meeting: Monday, December 6, 2021 @ 5:30 p.m. at the Courthouse Large Courtroom b. December Commission Meeting: Thursday, December 16, 2021 @ 5:00 p.m. at the Courthouse Large Courtroom
11		<u>Adjournment (Commission Chairman Howard Shipley)</u>

Thursday, November 18, 2021

CONSENT CALENDAR**November 18, 2021****Hamblen County Legislative Body**

Order #	Item	Placed From
1	Approval of the Previous Month's Minutes – October 21, 2021	Commission Chairman
2	Approval of Notaries	County Clerk Penny Petty
3	Expenditure Reports – October 2021	Finance Committee
4	Planning Commission Building Permit Log –October 2021	Finance Committee
5	County Attorney Invoices –October 2021	Finance Committee
6	Coroner's Monthly Report – October 2021	Finance Committee
7	Budget Amendments i. Fund #101-Animal Control \$100	Finance Committee
8	Jail/Justice Center Project Expenditures as of October 31, 2021	Finance Committee

Thursday, November 18, 2021