# HAMBLEN COUNTY LEGISLATIVE BODY

Regularly Scheduled Monthly Meeting Thursday, December 16, 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		Recognition/Presentations/Proclamations (Commission Chairman Howard Shipley)
		a. None
2		Nominations/Appointments (Commission Chairman Howard Shipley)
2		
		a. None
2		Colonday and Dulas Committee Depart (Chairman Jim Steven)
3		Calendar and Rules Committee Report (Chairman Jim Stepp )
	Vote	a. Approval of Consent Calendar Items
	Vote	b. Approval of Regular Calendar Items
4		Approval of Consent Calendar (Commission Chairman Howard Shipley)
	Vote	a. Consent Calendar
5		Public Comment Regarding Business of the Agenda Only (Commission Chairman Howard Shipley)
6		Finance Committee (Chairman Randy DeBord)
	Vote	a. Monthly Checks November 2021
	Vote	b. Resolution 21- 25 A Resolution of the County Commission of Hamblen County, Tennessee Approving an
		Economic Impact Plan for the Bellwood Farms Economic Development Area
		c. Budget Amendments
	Vote	i. Fund # 101-Sheriff's Office \$7,089
	Vote	ii. Fund # 101- Planning Department \$990
	Vote	iii. Fund # 101- Reappraisal \$635
	Vote	iv. Fund #101- Drug Court \$3,500
	Vote	v. Hamblen County Board of Education Budget Amendment #3-Increase of \$39,025
	vole	v. Hamplen county board of Education budget Amenument #5-inclease of \$55,025
7		Public Service Committee (Chairman Tim Goins)
/		
	Vote	a. Hamblen County Sheriff Department Surplus Items
	Vote	b. Resolution 21-26-Request to Apply for Urban Transportation Planning Grant (UTPG) for SR 160 Corridor
		Study
		c. Redistricting Map and Resolution Approval
	Vote	i. Resolution 21-27 - Resolution to Adopt a Reapportionment/Redistricting Plan for Hamblen County - School
		Board
	Vote	ii. Resolution 21-28- Resolution to Adopt a Reapportionment/Redistricting Plan for Hamblen County- Road
		Commission
	Vote	iii. Resolution 21-29- Resolution to Adopt a Reapportionment/Redistricting Plan for Hamblen County-
		Constables
8		Building and Grounds Committee (Chairman Chris Cutshaw0
	Vote	a. Campground Regulations
	Vote	b. Campground Rental Rates and Pavilion Rental Rates
9		Justice Center/Jail Project Committee (Chairman Tim Horner)
	Vote	a. Special Inspections and Material Testing Service Agreement
	Vote	b. Bid Tabulation Hale House Renovations
10		Public Comments–General /Non –Agenda Items (Commission Chairman Howard Shipley)
11		Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Howard Shipley)
		a. January Committee Meeting: Monday, January 10, 2022 @ 5:30 p.m. at the Courthouse Large Courtroom
		b. January Commission Meeting: Thursday, January 20, 2022 @ 5:00 p.m. at the Courthouse Large Courtroom
12		Adjournment (Commission Chairman Howard Shipley)
**		

Thursday, December 16, 2021

CONSENT CALENDAR Decemb

December 16, 2021

Hamblen County Legislative Body

## Hamblen County Government Calendar & Rules Committee

Monday, December 6, 2021 Large Courtroom-Hamblen County Courthouse

# **MINUTES**

# Members Present:

Jim Stepp, Tim Horner, Howard Shipley, Eileen Arnwine, Thomas Doty

# Member Absent:

Joe Huntsman, Sr., Wayne NeSmith

## Call to Order

Chairman Jim Stepp called the meeting to order at 6:34p.m.

# Visitors Wishing to Address the Committee

Tony Strazzullo, Gwen Holden

# Old Business

None

## **New Business**

- a. Motion (Thomas Doty/Tim Horner) to approve the Regular and Consent Calendar as presented.
- b. Motion (Eileen Arnwine/Thomas Doty, all in favor) to approve the Consent Calendar Items as presented.

# Adjournment

There being no further business Chairman Stepp adjourned the meeting at 6:37 p.m.

# Hamblen County Government CALENDAR & RULES COMMITTEE

Monday, December 6, 2021 Immediately Following Adjournment of the Justice Center/Jail Project Committee Large Courtroom of the Hamblen County Courthouse

# **AGENDA**

- 1. Call to Order Chairman James Stepp
- 2. Visitors Wishing to Address the Committee about Agenda Items Only Chairman James Stepp (Visitors will be allotted 5 minutes to speak)
- 3. Old Business Chairman James Stepp a. None

4. New Business - Chairman James Stepp

- a. Review of Regular Calendar Items
- b. Review of Consent Calendar Items
- 5. Items of Interest Chairman James Stepp a. None

6. Adjournment – Chairman James Stepp

TENNESSEE Hamblen County Calendar & Rules COMMITTEE

> James Stepp Chairman

Tim Horner Vice-Chairman

Howard Shipley Ex-Officio

Eileen Arnwine Member

Thomas Doty Member

Joe Huntsman, Sr. Member

Wayne NeSmith Member

Item	Placed From
Approval of the Previous Month's Minutes – November 1, 2021, November 18, 2021	Commission Chairman
Approval of Notaries	County Clerk Penny Petty
Expenditure Reports – November 2021	Finance Committee
Planning Commission Building Permit Log –November 2021	Finance Committee
County Attorney Invoices –November 2021	Finance Committee
Coroner's Monthly Report – November 2021	Finance Committee
Jail/Justice Center Project Expenditures as of November 30, 2021	Finance Committee
Approval of Education Pay Submissions and Approval of Military Pay Submissions	Personnel Committee
Comcast Fee Increase Notice	Public Services Committee
Final Funding Report General Obligation Bonds, Series 2021	Justice Center/Jail Project Committee
	Approval of the Previous Month's Minutes – November 1, 2021, November 18, 2021         Approval of Notaries         Expenditure Reports – November 2021         Planning Commission Building Permit Log –November 2021         County Attorney Invoices –November 2021         Coroner's Monthly Report – November 2021         Jail/Justice Center Project Expenditures as of November 30, 2021         Approval of Education Pay Submissions and Approval of Military Pay Submissions         Comcast Fee Increase Notice

### CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

# AS A CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE DECEMBER 07, 2021 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY VE
1. FELICIA BISHOP	442 LIVINGSTON RD BEAN STATION TN 377087000	423-748-6403	PO 1898 MORRISTOWN TN 37816	423-586-217	DEC 07 2021
2. DYLAN COLE BUCHANAN	807 EASTWOOD CIR LOT 75 MORRISTOWN TN 378144949	423-736-1414	1659 POTTERTOWN RD MIDWAY TN 378093117	- OFF	ICE OF HAMBLEN
3. SUSAN E. CARSON	5549 OLD STAGE RD MORRISTOWN TN 378141252	423-231-7234	1728 WEST ANDREW JOHNSON HWY MORRISTOWN TN 37814		DUNTY HE MOR
4. DANIEL COLLINS	4831 WALNUT HILL DR MORRISTOWN TN 378141551	423-200-9101	4831 WALNUT HILL DR MORRISTOWN TN 378141551	H 17. 1944	
5. ACOYA ELLIS DAVENPORT	3656 BRIMER RD MORRISTOWN TN 37813	423-258-4294	3656 BRIMER RD MORRISTOWN TN 37814	423-258-4294	MERCHANTS BONDING CO
6. ALYSSA JANELLE EASON	1412 SHANNONS LITTLE MTN RD MORRISTOWN TN 378146215	423-258-1120	850 INDUSTRIAL RD NEWPORT TN 378218114	423-438-0111	
7. HOLLYNDE EVANS	2069 STRAWBERRY LN NEW MARKET TN 37820	850-238-1882	1709 W ANDREW JOHNSON HWY MORRISTOWN TN 378143736	423-587-8848	
8. MATTHEW CAMERON FELTY	2066 LAKEWOOD DR MORRISTOWN TN 378145313	423-737-0317	1501 E MORRIS BLVD STE 10 MORRISTOWN TN 378135777	423-586-5182	
9. MISTY R HANCE	4040 WHITE WOOD CIR MORRISTOWN TN 378146210	423-492-3792	210 E MORRIS BLVD MORRISTOWN TN 378132341	423-586-3332	
10. PAUL KELLEY HINSLEY	12 HOLLAND MOUNTAIN VIEW ASHEVILLE NC 28804	312 1144	518 WEST THIRD NORTH ST MORRISTOWN TN 37814	5871131	STRATE AGENCY
11. CELESTE RENEE JARNIGAN	376 BALCH ST MORRISTOWN TN 37813	423-231-7700	500 S DAVY CROCKETT PARKWAY MORRISTOWN TN 37814	4235852622	RLI BIBLE INS COMPANY
12. CRISSY LUCAS	2355 HOLDER DR MORRISTOWN TN 378141845	423-736-7096	2640 W ANDREW JOHNSON HWY MORRISTOWN TN 378143214	423-353-9526	
13. MICHELE D PARVIN	1057 RHETT CIRCLE MORRISTOWN TN 37814	423-318-7657	100 W 1ST N ST MORRISTOWN TN 37814	423-585-4610	STRATE INSURANCE GROUP
14. MELISSA LYNN PYDLEK	1926 WOODLAWN AVE JEFFERSON CITY TN 377602042	205-570-8464	463 CROCKETT TRACE DR MORRISTOWN TN 37813	423-317-0766	
15. CLARK QUILLEN	2387 WARREN DRIVE MORRISTOWN TN 37814	423-581-8549	448 HWY 25E BEAN STATION TN 37708	865-993-3639	TODD QUILLEN DAVID QUILLE
16. ETHAN MICHAEL SILIVEN	6054 TALLEY CHAPEL PIKE RUSSELLVILLE TN 37860	423-353-0013	1655 POTTERTOWN RD MIDWAY TN 378093117		
17. DANIEL M SIMONES	326 ASH ST MORRISTOWN TN 37813	706-853-0110	PERCHERON LLC	7068530110	BULLARD INSURANCE GROUP
18. ALETHA TRENT	2474 MULLINS RD MORRISTOWN TN 37860	423-235-5987	1114 GATEWAY SERVICE PARK ROAD MORRISTOWN TNTN 37813	423-616-0623	CATE INS
19. AMBER LASHA WILBORN	2028 APPLE TREE CIR MORRISTOWN TN 378141965	423-754-0484 111	MORRISTOWN TNTN 37813 111 850 INDUSTRIAL RD UR NEWDORT TN 378218114	200	
Bate	ch # 13/ 1-09-21 2-07-21	dagaic Contraction of the second	FRANKE //	-07-2	ENNESSEE

Return to Regular Calendar DATE

# CERTIFICATE OF ELECTION OF NOTARIES PUBLIC AS A CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE DECEMBER 07, 2021 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE SURETY
20. MARK HARRIS WYNN	619 SIMPSON RD WHITESBURG TN 378919243	423-353-5252	619 SIMPSON RD WHITESBURG TN 378919243	423-353-5252

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SIGNATURE

CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE

Return to Regular Calendar

# MINUTES FOR HAMBLEN COUNTY LEGISLATIVE BODY

# SPECIAL CALLED COMMISSION MEETING

**NOVEMBER 1, 2021** 

Return to Regular Calendar

# APPROVAL OF CONTRACT WITH BLAINE CONSTRUCTION COMPANY

Motion by Tim Goin, seconded by Jim Stepp to approve the contract with Blaine Construction Company for construction of Justice Center/Jail.

Voting for	Voting against	Absent
Eileen Arnwine Chris Cutshaw Tim Goins Howard Shipley Jim Stepp	Jeff Akard Randy DeBord Bobby Haun Tim Horner Joe Huntsman Wayne NeSmith Mike Reed Taylor Ward	Thomas Doty

Motion fails by a vote of 5 votes for and 8 votes against. (one absent)

# **RESOLUTION 21-21**

Motion by Randy DeBord, seconded by Tim Horner to approve Resolution 21-21 Authorizing the Issuance of General Obligation Bonds of Hamblen County, Tennessee in the Aggregate Principal Amount Not to Exceed \$10,000,000.

Motion by Chris Cutshaw, seconded by Randy DeBord to send Resolution 21-21 back to committee for further study.

All in favor by voice vote.

THEREUPON, MEETING ADJOURNED AT 6:05 P.M.

**BE IT REMEMBERED** that the Legislative Body for Hamblen County, Tennessee met at a special called meeting on November 1, 2021 at 5:00 p.m. in the Hamblen County Courthouse courtroom with the Honorable Howard Shipley presiding.

The Legislative Body was opened by Courtroom Security officer Harley Kelley.

Invocation was given by Chairman Howard Shipley.

The Pledge of Allegiance was led by Commissioner Tim Goins.

Upon roll call the following members were present:

Jeff Akard	Joe Huntsman
Eileen Arnwine	Mike Reed
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward
Tim Horner	

Absent: Thomas Doty

Motion by Tim Goins, seconded by Chris Cutshaw to suspend the 10-Day Rule.

Voting for	Voting against	Absent
Chris Cutshaw Tim Goins Howard Shipley Jim Stepp	Jeff Akard Eileen Arnwine Randy DeBord Bobby Haun Tim Horner Joe Huntsman Wayne NeSmith Mike Reed Taylor Ward	Thomas Doty

Motion fails by a vote of 9 against, 4 votes for. (one absent)

# MINUTES FOR HAMBLEN COUNTY LEGISLATIVE BODY COMMISSION MEETING

NOVEMBER 18, 2021

**BE IT REMEMBERED** that the Legislative Body for Hamblen County, Tennessee met at its regular monthly meeting on November 18, 2021 at 5:00 p.m. in the Hamblen County Courtroom with the Honorable Howard Shipley presiding.

The Legislative Body was opened by Sheriff Esco Jarnagin.

Invocation was given by Commissioner Bobby Haun.

The Pledge of Allegiance was led by Commissioner Tim Goins.

Upon roll call, the following members were present:

ROLL CALL RESULTS 13 Present 1 Absent

# **ROLL CALL**

Joe Huntsman, Sr	Present	Randy DeBord	Present
Taylor Ward	Present	Chris Cutshaw	Present
Thomas Dotv	ABSENT	Jeff Akard	Present
Wayne NeSmith	Present	Jim Stepp	Present
Mike Reed	Present	Bobby Haun	Present
Tim Goins	Present	Tim Horner	Present
Howard Shipley	Present	Eileen Arnwine	Present
Hamblen County Commission County Commission November 18.2021 -	November 1	18 2021 05:08:39 PM	

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Document: Tenn. Code Ann. § 39-17-306

# Tenn. Code Ann. § 39-17-306

# **Copy Citation**

Current through the 2021 First Extraordinary and the 2021 Regular Sessions.

Chapter 17 Offenses Against Public Health, Safety and **Title 39 Criminal Offenses** TN - Tennessee Code Annotated

Part 3 Disorderly Conduct and Riots Welfare 39-17-306. Disrupting meeting or procession.

(a) A person commits an offense if, with the intent to prevent or disrupt a lawful meeting, procession, or gathering, the person substantially

obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.

(b) A violation of this section is a Class A misdemeanor.

History

Acts 1989, ch. 591, § 1; 2020 (2nd Ex. Sess.), ch. 3, § 14.

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# APPOINTMENT OF DISTRICT 7<sup>TH</sup> & 8<sup>TH</sup> ROAD COMMISSIONER

Jim Stepp nominated David Rich

Motion by Jeff Akard, seconded Chris Cutshaw to accept the nomination for David Rich to fill the  $7^{th}$  and  $8^{th}$  Road Commissioner for a term of 2022

Voting For : " All Say I"

Jeff Akard	Joe Hunstman
Chris Cutshaw	Eileen Arnwine
Randy DeBoard	Mike Reed
Tim Goins	Wayne NeSmith
Bobby Haun	Howard Shipley
Tim Horner	Jim Stepp
	Talor Ward

Voting Against None

Absent:: Thomas Doty

Motion Passed.

2.a.

# Wayne NeSmith per TCA 9-21-208

I make a motion that the commission authorize a referendum to let the people vote on the bond issue of August 2021 at the same time remove approval of the contract with Blaine Construction from the Jail/Justice Center committee agenda.

Motion by Wayne NeSmith, second by Taylor Ward to approve the motion.

Voting For : Jeff Akard Wayne NeSmith Taylor Ward

Voting Against: Chris Cutshaw Randy DeBoard Tim Goins Bobby Haun Tim Horner Joe Huntsman Eileen Arnwine Mike Reed Howard Shipley Jim Stepp

Absent: Thomas Doty

Motion Failed.

Wayne NeSmith made a motion that we rescind the initial bond resolution of August 2021 for \$42.4 million and authorize the Mayor to have bond counsel or the County Attorney prepare two separate Initial Bond Resolution s for a vote by commission in December with one Initial Bond Resolution being for the schools in the amount of \$22,000,000 for Lincoln School and the other Initial Bond Resolution being for the Jail. Justice Center in the amount \$20,400,00. This will make sure that the school bond is not affected by the jail bond.

Motion by Wayne NeSmith, second by Jeff Akard to approve the motion.

Voting For : Jeff Akard Wayne NeSmith Taylor Ward

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Voting Against: Chris Cutshaw Randy DeBoard Tim Goins Bobby Haun Tim Horner Joe Huntsman Eileen Arnwine Mike Reed Howard Shipley Jim Stepp

Absent: Thomas Doty

Motion Failed.

# **CONSENT CALENDAR ITEMS**

Motion by Jim Stepp, seconded Jeff Akard to approve the consent calendar items.

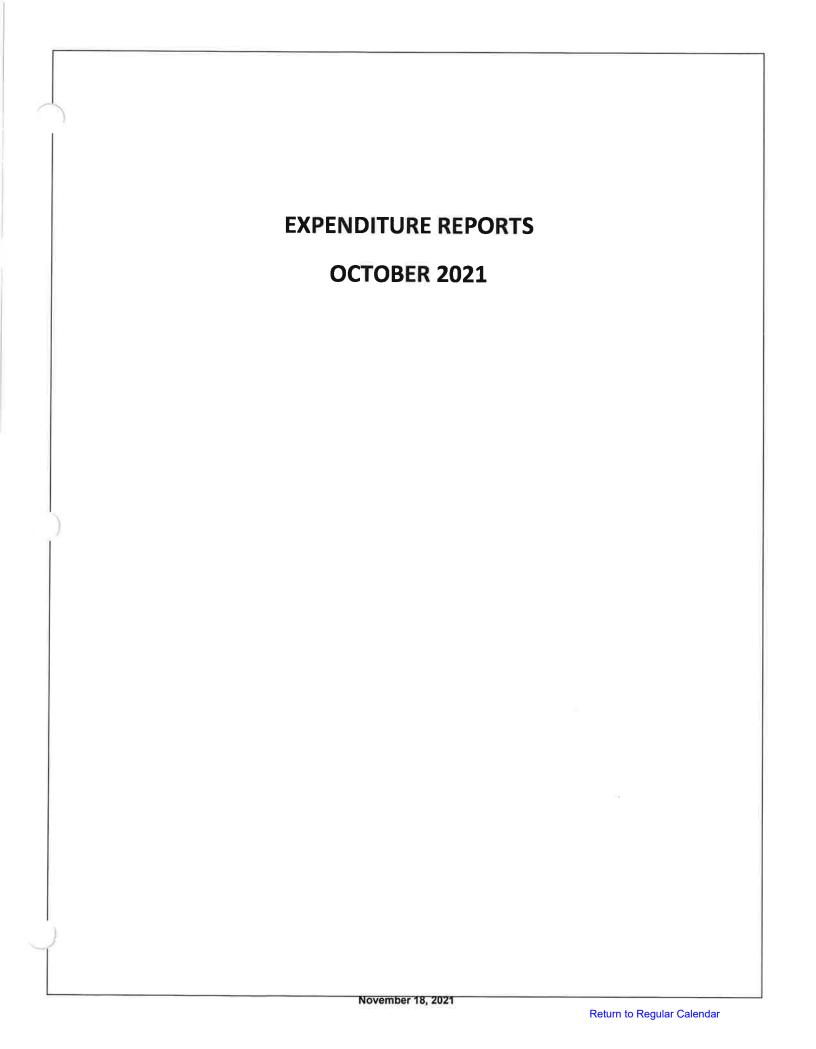


NAME					
1. CAROLINE M AGUILAR	RD	423-231-8779	331 WEST MAIN ST MODIETOWN TH 3701	423-318-1524	STRATE INS CO
· 2. DUSTIE BELCHER	2074 PLEASANT RIDGE SCHOOL RD TAI ROTT TN 37877	865-804-1792	MORVISIONN IN 37814 331 WEST MAIN ST MORRISTOWN TN 32814	5866431	STRATE INS CO
- 3. JAMIE DENISE BIGGS	3854 CLYDE THOMAS RD MORRISTOWN TN 378134005	423-327-0841	5327 WINNERS CIRCLE RD MORRISTOWN TN 378432770	865-544-5400	
, 4. DIANA BLAS		765-543-8810	1935 W MORRIS BLVD STE 150 MORRISTOWN TN 378143759	423-438-423	
5. SUSAN CONCEPCION		423-277-0023	5727 SUPERIOR DR MORRISTOWN TN 378141075	423-587-9390	
6. MIKIA CORNER		423-312-7262	1937 W. MORRIS BLVD MORRISTOWN TN 37814	423-581-4114	NATION WIDE INS.
<b>.</b> 7. CARRIE LYNN CRUMBLEY		865-320-2301	201 W MORRIS BLVD MORRISTOWN TN 37814	4232480673	WESTERN SURETY
<ul> <li>8. LUKE JAMES ELLISON</li> </ul>	3512	423-354-6307	N/A N/A TN 37814	1	
- 🖗. HALEY SIERRA HAWKINGS	5851E.ANDREW JOHNSON HWY MORUSSELLVILLE TN 37860	423-736-6460	1937 W. MORRIS BLVD MORRISTOWN TN 37814	423-581-4114	NATIONWIDE INSURANCE
. BO. LISA GAIL HICKEY	1845 RUTHENA CIR MORRISTOWN TN 378131557	865-765-2029	1646 RUSSELL AVE JEFFERSON CITY TN 377602204	865-471-3417	
ଁ ଅପୁର୍ଥ 1. ADAM TYLER IVY	3211 CAMILLA AVE MORRISTOWN TN 378145626	423-748-3092	1112 W 1ST NORTH ST MORRISTOWN TN 378144554	423-254-6213	
, 22. AIMEE BETH KUHN		423-272-9785	331 WEST MAIN ST MORRISTOWN TN 37814	423-586-6431	STRATE INS CO
^13. KATEEA MANIS	178576328	423-921-4979	1709 W ANDREW JOHNSON HWY MORRISTOWN TN 378143736	423-587-8848	
14. SANDRA Y MCDONALD		423-312-6709	3469 WINDSOR RD MORRISTOWN TN 378131566	I	WESTERN SURETY COMPANY
• 15. CHERI L MULLINS		865-216-4030	918 WEST 1ST NORTH STREET MORRISTOWN TN 37814	4235865800	RLI SURETY
<b>16. MEGAN BROOKE ROBBINS</b>	2450 LAWSON RD MORRISTOWN TN 378146736	423-608-8764	2418 N MORELOCK RD MORRISTOWN TN 378145558	423-318-2196	
4 17. CARRIE AMANDA WILSON		423-237-5418	500 S DAVY CROCKETT PKWY MORRISTOWN TN 37813	4235852685	<b>BIBLE INS CO</b>
Return t			COURT OF ST	u.	

THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF AS A CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE I HEREBY CERTIFY TO CERTIFICATE OF ELL JON OF NOTARIES PUBLIC

SIGNATION OF HAMBLEN, TENNESSEE

RATCH # 130 10-13-20 RECEIVED 11-08-21 NOV 09 2021 NOV 09 2021



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October 2021-2022

# HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

116

**116 Sanitation** 

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

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October 2021-2022

# HAMBLEN COUNTY ACCOUNTS & BUDGETS

131 Highway

Fund(s) Selected: 131

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Outstanding Unencumbered incumbrances 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%	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%	48.34%
Highway/Public Works Fund (#131)	3,642,432.00	78,000.00	3,720,432.00	166,303.64	674,444.31	690,409.13	2,355,578.56 63.31%	63.31%

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October 2021-2022

# HAMBLEN COUNTY ACCOUNTS & BUDGETS

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Fund(s) Selected: 101

# **101 General Fund**

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
51100 County Commission	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 Equalizaton	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%

Page:

	÷	101 General Fund	-und			101		
Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt 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	00.0	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	15,682.38	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	\$0.00%
54510 Inspection And Regulation	4,877.00	1,465.00	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	00.0	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%
55330 Appropriation To State	115,233.00	0.00	116,233.00	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	00'0	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	0.0	74,359.01	78.27%
58100 Adult Activities	11,600.00	00.0	11,600.00	5,800.00	5,800.00	0.00	5,800.00	50.00%
56300 Senior Citizens Assistance	6,500.00	00'0	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%

Printed: 11/1/2021 8:53:34 AM

Return to Regular Calendar

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# Fund(s) Selected: 101

**EXPENSE SUMMARY REPORT** 

October 2021-2022

HAMBLEN COUNTY ACCOUNTS & BUDGETS

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October 2021-2022

# HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected: 101

# **101 General Fund**

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
56700 Parks And Fair Boards	322,027.00	00.0	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	00.0	52,640.00	4,201.46	15,375,56	00.0	37,264.44	70.79%
57800 Storm Water Management	35,460.00	00.0	35,460.00	66.49	5,016.44	9,929.67	20,513.89	57.85%
58110 Tourism	54,700.00	00.0	54,700.00	11,250.00	12,560.00	0.00	42,140.00	77.04%
58120 Industrial Development	641,000.00	00'0	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	00.0	718,515.00	2,060.50	547,644.13	6.98	170,863.89	23.78%
58801 COVID-19 Grant #1 Election Funds	00.0	00.0	00'0	0.00	0.00	0.0	0.00	
58802 COVID-19 Grant #2	00.0	0.00	0.00	00.00	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	00.0	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	<b>B8.31%</b>
91120 Administration Of Justice Projects	0.00	0.00	00.00	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	00.0	0.00	0.00	0.00	000	
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%

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

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

CHRISTOPHER P. CAPPS DAVID S. BYRD TELEPHONE: (423) 586-3083 FACSIMILE: (423) 586-0513 WEBSITE: cappsbyrdlaw.com E-MAIL: 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 HAMBLEN 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/alg

Christopher P. Capps

CPC/alg

Enclosures

https://cecblaw.sharepoint.com/sites/lawilies/Shared Documents/Hamblen County/Leners/2021/Britain,Bill((nvoice)-11-03-2).docx



# Capps & Byrd, LLP

# INVOICE

1004 W. 1st North Street Morristown, TN 37814 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**

Туре	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	1 <b>0/20/</b> 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	1 <b>0/22/</b> 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	<b>Payments Received</b>	<b>Balance</b> 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

INVOICE

1004 W. 1st North Street Morristown, TN 37814 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

Туре	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
			т	otal	\$382.38

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# **Detailed Statement of Account**

## **Current Invoice**

Invoice Number	Due On	Amount Due	<b>Payments Received</b>	<b>Balance Due</b>
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

# INVOICE

1004 W. 1st North Street Morristown, TN 37814 Invoice # 748 Date: 11/03/2021 Due On: 12/03/2021

Total

\$1,882.50

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

# 00043-Hamblen County Sheriff's Department

# Sheriff's Department

Туре	Date	Description	Quantity	Rate	Total
Service	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

# **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 Brittian, County Mayor Hamblen County Court House Morristown, Tennessee 37814

OFFICE OF RAM

Dear Commissioners:

The following Coroner calls were investigated by me during the month of Octember 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.

# C			
<b>7</b>	ASE# DATE	NAME ,	AGE, HOME ADDRESS *1
1.		Mr.	Dominic-Longo, Jr. 72, 3025 Naomi Drive
2.		Mr.	Edsel Keck, 93, 518 Crestwood Drive
3.		Mr.	Lee Rorak, 77, 510 West Third North Street
4.	21635 10-06-21	Mrs.	Mildred Spurgeon, 89, 1531 Witt Road
5.		Mrs.	Lorene Roach, 77, Rutledge, TN
6.	21640 10-07-21	Mr.	Steve Long, 69, Maynardville, TN
7.		Mr.	Larry Brooks, 66, 3463 Wendy Circle
8.		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
.2.	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.		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	Mre	June Gibson 20 Joffennes Gibs my
20.	21682 10-24-21	Mre	June Gibson, 89, Jefferson City, TN
21.	THE PART OF THE		Velma Gibbons, 81, 4747 Union Grove Road
22	21684 10-25-21	Mrc	Don Leeper, 67, 3006 East Morris Blvd
23	21685 10-26-21	Mro	Janice Freeman, 75, 2585 Robin Circle
24		Mm	Rosemary Creech, 94, Regency (11 Yrs)
25.		Mmg	Marion Kyle, 52, 459 Hayter Drive
	21689 10-28-21	Mrs.	Josette Kelley, 85, 1803 Christmas Drive
27	21601 10-20 01	Mrs.	
28	21691 10-30-21 21692 10-30-21	Mrs.	
20.	21032 10-30-21	Mrs.	Pauline Gilfdors, 71, 558 Roddy Drive

If I may <u>ever</u> provide any additional information or assistance, please feel free to <u>contact me at any time</u> 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, roxicology 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!

p.2

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
т.	21622	10-01-21	Ms.	Carolyn Stubblefield, 75, Greeneville, TN
2.	21623	10-02-21	Ms.	Shari Fleenor, 55, 1844 Pinecone Drive
з.	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
б.	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 2406 Old Kentuch Dail
		10-14-21		Willy Yount, 77, 3406 Old Kentucky Road Erza Daily, 70, Bulls Gap, TN
10.	21654	10-14-21	Mr	Dallas Montoith 70 4007 Genelatt ol D
11.	21655	10-15-21	Mrs	Dallas Monteith, 70, 4207 Scarlett Oak Drive
12.	21656	10-15-21	Mr	Romona Livesay, 66, 1051 Dover Road
13.	21657	10-15-21	Mr.	Leeroy Goins, Sr., 84, 914 Lloyd Street
14	21659	10-15-21	Mm	Pedro Roman, 43, 1703 Reed Street
15	21662	10-17-21	ME.	Robert Simerly, 32, 2262 Fernwood Church Road
16	21003			Jerry Truman, 59, Rutledge, TN
10.	210/3	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 Preformed
- \*1 All home addresses are Hamblen County unless otherwise stated.
   & Toxicology Samples Gathered and Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN -

p.3

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. 2. 3.	21632 21643	10-03-21 10-05-21 10-11-21	Mr. Mr.	Bobby Lawless, 43, 523 East Hillcrest Drive Ralph Johnson, 80, 1240 Wilburn Drive
4.	21.647	10-12-21	Mrs.	Mable Blue, 70, 506 Spoone Avenue
5.	21040	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.		10-17-21		Michael Daniels, 49, 5567 Mayine Street
9.	21665	10-18-21	Ms.	Corina Britel, 60, Newport TN
10.	51000	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 Stroot
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 Preformed

\*\* 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!

p.4

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, Ten01nessee 37814

Dear Commissioners:

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

2. 21644 3. 21669 4. 21672 5. 21681 6. 21688	10-04-21 Mr 10-11-21 Mr 10-19-21 Mr 10-20-21 Mr 10-23-21 Ms 10-27-21 Mr	Joseph Curry, 48, 1056 Springvale Road S. Faye Reese, 76, Newport, TN S. Carolyn Cline, 80, Jefferson City, TN Cristy McBee, 39, Bean Station TN
--	--	---

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

incerely,

SIGNATURE ON FILE Jimmy Peoples Deputy Coroner

erd/jp

- CC: Hamblen County Medical Examiner
- Indicates Autopsy Preformed \* \*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 3 Laboratories), Indianapolis, IN

p.5

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

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 Preformed

\*\* 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)

nd	101	DEPT:	Animal Control;				
Account Number		Descript	zion	Inc	rease	Dee	crea
	INCREASE APP	PROPRIATIO	ONS:				
55120.451	Uniforms			\$	100.00		
	DECREASE AP	PROPRIATI	ONS:				
55120.333	Licenses					\$	10

	· · · · · · · · · · · · · · · · · · ·	
crease appropriations t	to cover uniform expense in excess of budgeted amount.	

Signature:	Aug Winstead	
Title :	Director ACO	
Date:	10-18-21	
Approval h	v County Mayor	

Approval by	County Mayor	
Signature:	full Buttain	
Title :	County Mayor	
Date:	10-18-2021	

For Finance D	epartment Only:
Reviewed by:	
Budget Amend	Imont

## 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	
moscie y Architecto	Phase II	\$ 67,500.00	
	Design & Construction Planning Phase	\$ 758,400.00	
Paid in FY2021	Design & Construction Planning Phase	\$ 699,828.51	
		<i> </i>	
Paid in FY2022	Design & Construction Planning Phase	\$ 89,260.00	
			\$ 1,732,788.5
urWil Construction			
Paid in FY2021	Project Management	\$ 283,597.96	
Paid in FY2022	Project Management	\$ 32,500.00	
	Project Management	\$ 32,500.00	
			\$ 348,597.9
ntegrity Consulting			
Paid in FY2021	Commissioning Services	\$ 3,294.00	
			\$ 3,294.0
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	\$ 2,146,410.2
ther 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	
			\$ 279,611.1
	Total Expenditures on Jail / Justice Center Project	:	\$ 4,510,701.8

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

## **REGULAR CALENDAR ITEMS**

Motion by Jim Stepp, seconded by Bobby Haun to approve the regular calendar items.



Order #	Vote	Item
1		Recognition/Presentations/Proclamations (Commission Chairman Howard Shipley)
		a. None
2		Nominations/Appointments (Commission Chairman Howard Shipley)
	Vote	and the second se
3		Calendar and Rules Committee Report (Chairman Jim Stepp )
	Vote	
	Vote	b. Approval of Regular Calendar Items
4		Approval of Consent Calendar (Commission Chairman Howard Shipley)
	Vote	
5		Public Comment Regarding Business of the Agenda Only (Commission Chairman Howard Shipley)
-		
6		Justice Center/Jail Project Committee (Chairman Tim Horner)
-	Vote	a. Contract with Blaine Construction Company
	Vote	b. Resolution 21-21-Authorizing the Issuance of General Obligation Bonds of Hamblen County, Tennessee in the
		Aggregate Principal Amount of Not to Exceed \$10,000,000
7		Finance Committee (Chairman Randy DeBord)
	Vote	a. Monthly Checks October 2021
	Vote	b. Resolution <u>21-22</u> - 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
	Vote	c. Surplus Tasers-Hancock County
		d. Budget Amendments
	Vote	i. Hamblen County Board of Education Budget Amendment#2-Increase of \$223,580.73
	Vote	ii. Fund #101-EMA \$2,300
8		Public Service Committee (Chairman Tim Goins)
_	Vote	a. Resolution <u>21-23</u> - Resolution Authorizing Hamblen County to Make a 2022 Community Development Block
		Grant Application
	Vote	b. Resolution 21-24- 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
	Vote	c. Approval of the 2022 Regularly Scheduled Meetings of Hamblen County Commission/Committees
		· · · · · · · · · · · · · · · · · · ·
9		Public Comments–General /Non –Agenda Items (Commission Chairman Howard Shipley)
_		
10		Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Howard Shipley)
-		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		Adjournment (Commission Chairman Howard Shipley)

Thursday, November 18, 2021

**CONSENT CALENDAR** 

November 18, 2021

## **CONSENT CALENDAR**

Motion by Jeff Akard, seconded by Tim Horner to approve the consent calendar.



## **CONSENT CALENDAR**

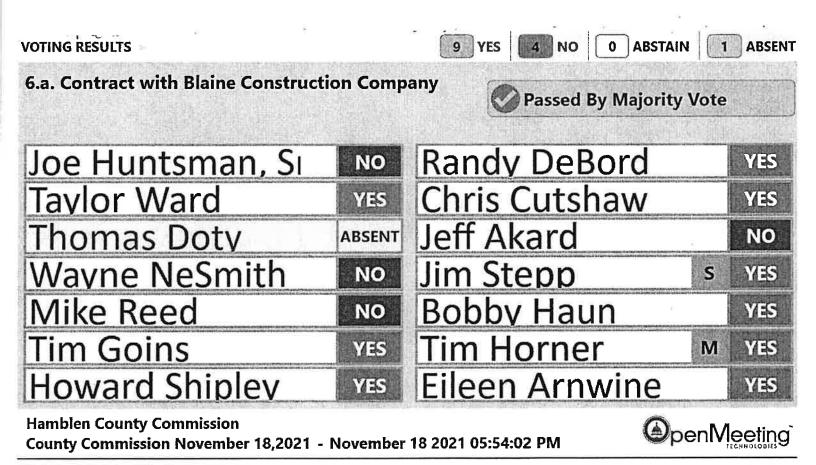
November 18, 2021

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 LogOctober 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
2		Thursday, November 18, 2021

Thursday, November 18, 2021

## CONTRACT WITH BLAINE CONSTRUCTION COMPANY

Motion by Tim Horner, seconded by Jim Stepp to approve the contract with Blaine Constriction Company for the Justice Center Project including base bid and alternate 1,2, 3,4 & 6 the total amount being \$92,208,500.



# 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. 1

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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 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.
- [X] 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.)

Init. 1

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- Not later than seven hundred sixty ( 760 ) calendar days from the date of commencement of the [X] 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

§ 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

ltem

Init.

1

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

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

§ 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.)

Price

**Conditions for Acceptance** 

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

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

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Unit Price Allowance No. 9a: Micro-piles, Pile Type 1 Unit Price Allowance No 9b: Micro-piles, Pile Type 2

#### <u>\$323,762.51</u> \$1,279,958.64

## § 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)
Unit Price Allowance No. 1: Removal of	<u>1,500 c.y.</u>	<u>\$41.48 per c.y.</u>
Unsatisfactory Soil, off-site disposal and backfill		
Unit Price Allowance No. 2: Excavation in	<u>500 c.y.</u>	<u>\$82.97 per c.y</u>
Trenches, off-site disposal and backfill		
Unit Price Allowance No. 3: Import Topsoil	100 c.y.	\$ 51.86 per c.y.
Unit Price Allowance No 4: Crushed Stone	100 tons	\$36.30 per ton
Unit Price Allowance No 5: Aggregate Base	100 tons	\$29.04 per ton
Course		
Unit Price Allowance No. 6: Geotextile Fabric	100 s.y.	\$5.19 per s.y.
Unit Price Allowance No. 7: Subsurface Drains	100 l.f.	\$31.00 per l.f.
Unit Price Allowance No. 8: Moisture vapor	48,200 s.f.	\$2.59 per s.f.
treatment on concrete slabs		<u>.</u>
Unit Price Allowance No. 9a: Micro-piles, Pile	<u>152 piles x 45 l.f.</u>	\$47.33 per l.f.
Type 1		
Unit Price Allowance No 9b: Micro-piles, Pile	463 piles x 45 l.f.	\$61.43 per l.f.
Type 2		<b>_</b>
Unit Price 1: Micro-pile Grout:	Per c.f.	\$29.82 per c.f.
Unit Price 2: Soil Nail:	Per I.f.	\$20.74 per l.f.
Unit Price 3: Soil Nail Grout:	Per c.y.	\$608.78 per c.y.
Unit Price 4: Soil Nail Shotcrete Facing	Per c.y.	\$450.10 per c.y.
		<u>.</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)) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

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§ 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<sup>TM</sup>-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

- The aggregate of any amounts previously paid by the Owner;
- The amount, if any, for Work that remains uncorrected and for which the Architect has previously .2 withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, .3 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

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§ 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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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.)

Sheek the appropriate box.)

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

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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.

#### **MISCELLANEOUS PROVISIONS** ARTICLE 8

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

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

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 A101TM\_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<sup>TM</sup>-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<sup>TM</sup>-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.)

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§ 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<sup>™</sup>-2017, Standard Form of Agreement Between Owner and Contractor
- -2 AIA Document A1011M 2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201<sup>TM</sup>-2017, General Conditions of the Contract for Construction

.5 Drawings dated August 26, 2021

#### GENERAL

COVER - VOLUME I GI.0 SECURITY WALL PLAN - LEVEL 0 GI.1 SECURITY WALL PLAN - LEVEL 1 AND 1M GI.2 SECURITY WALL PLAN - LEVEL 2 AND 2M GI.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

## <u>CIVIL</u>

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

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**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

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A2.0Bd FLOOR PLAN - LEVEL 0 - PART B DIMENSIONS A2.1A FLOOR PLAN - LEVEL I - 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 AIA Document E203TM 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 & IM - 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

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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

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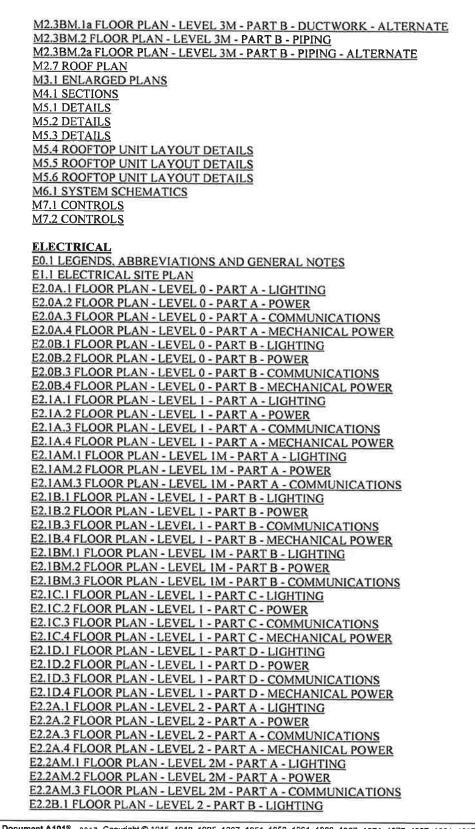
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232300	Refrigerant Piping	12
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283111	Digital, Addressable Fire-Alarm System	18
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285010	PLC Network UPS System	14
285020	Video Graphical User Interface	11
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285100	Audio Communication Systems	7
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285300	Access Control System	12
285400	Duress – Misc. Systems	4
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312230	Aggregate Base Course	4
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321313	Concrete Paving	12	
(Insert the d	ate of the E203-2013 incorporated into this Agreement.	322905	Restoration of
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Drawings.7 Addenda, if any:

	Number <u>Addendum No. 1</u> <u>Addendum No. 2</u> <u>Addendum No. 3</u> <u>Addendum No. 4</u>	TitleDate September 16, 2021 October 1, 2021 October 8, 2021 October 11, 2021	DatePages 139 182 40 14	
<del>.6</del> —	-Specifications			
	Section	Title	Date	Pages
.7—	Addenda, if any:			
	Number	Date	Pages	

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.

Other Exhibits:

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

AIA Document E204TM 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	
[-]	-] Supplementary and other Conditions of the Contract:		ract:	
Docu	ment	Title	Date	Pages

: .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201<sup>TM</sup>\_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)
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Init.

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## **CONTRACTOR** (Signature)

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Bill Brittain, County Mayor Hamblen County

(Printed name and title)

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



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(1146255915)

## **Certification of Document's Authenticity**

AIA<sup>®</sup> Document D401<sup>™</sup> – 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<sup>™</sup> - 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)

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## **RESOLUTION 21-21**

Motion by Tim Horner, seconded by Tim Goins authorizing the issuance of General Obligation

Bonds of Hamblen County, Tennessee in the Aggregate Principal Amount of not to exceed \$10,000,000.



#### **Resolution No. 21-21**

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:

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

<u>Section 2.</u> <u>Definitions.</u> 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.

For the purpose of providing funds to finance, in whole or in part, the cost of the Projects (a) 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 (45<sup>th</sup>) 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.

Notice of any call for redemption shall be given by the Registration Agent on behalf of (d)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.

The Governing Body hereby authorizes and directs the County Mayor to appoint the (e) 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.

The Bonds shall be payable, both principal and interest, in lawful money of the United (f) 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 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, telecopy 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.

(1) 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; 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.

<u>Section 5.</u> <u>Source of Payment</u>. 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.

<u>Section 6.</u> 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

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

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No .:

REGISTERED

\$

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:

**Final Maturity** 

Redemption Date

Principal Amount of Bonds Redeemed

\*Final Maturity

At its option, to be exercised on or before the forty-fifth  $(45^{th})$  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 (45<sup>th</sup>) 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 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, <u>et seq.</u>, 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 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:\_\_\_\_

<u>NOTICE</u>: 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:

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

<u>Section 7.</u> <u>Levy of Tax</u>. 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.

<u>Section 9.</u> <u>Disposition of Bond Proceeds</u>. 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.

<u>Section 10.</u> <u>Official Statement</u>. 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.

<u>Section 11.</u> <u>Discharge and Satisfaction of Bonds</u>. 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;

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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.

<u>Section 13.</u> <u>Continuing Disclosure</u>. 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.

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

<u>Section 15.</u> <u>Resolution a Contract</u>. 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.

<u>Section 16.</u> <u>Separability</u>. 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.

<u>Section 17.</u> <u>Repeal of Conflicting Resolutions and Effective Date</u>. 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 19th day of November, 2021.

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Attested: THINNIN County-Clerk

County Mayor

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# STATE OF TENNESSEE

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# 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 the regular scheduled Commission meeting of the governing body of the County held on November 18, 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 /8 day of November, 2021.

County Clerk.

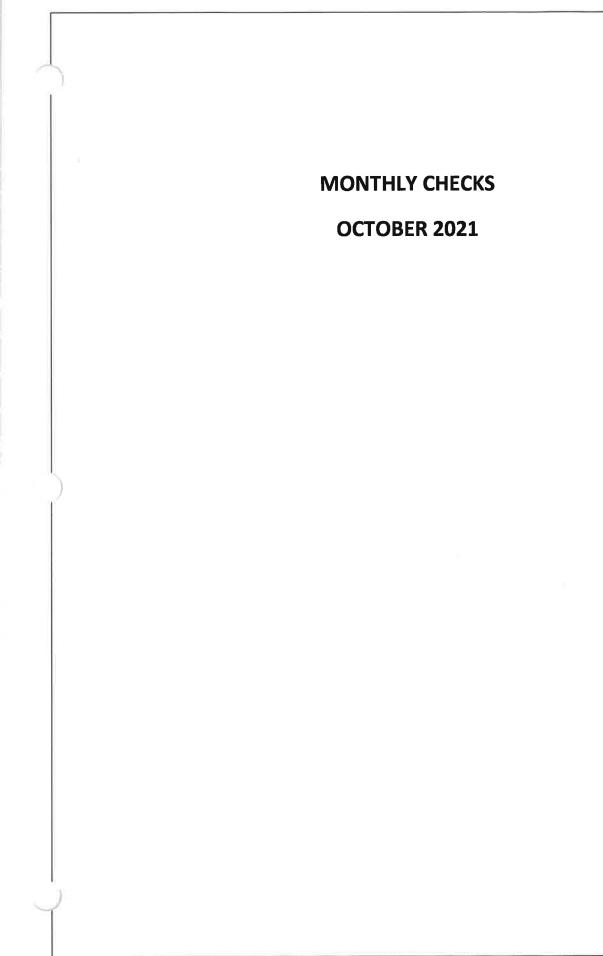
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# **MONTHLY CHECKS**

Motion by Randy DeBord, seconded by Tim Goins to approve the October2021

Monthly Checks submitted by the County Mayor's Office.





	3		COMMISSION	COMMISSION APPROVAL LISTING	Date/Time:	Page: 1 11/1/2021 8:57:51 AM	1 AM
ACCT	8	Name	Date	Check Nbr Description		Amount Paid	Paid
Fund:		General Fund #(101)					
34120	000	Object Code (000)	10/07/2021	1010271979 Wade Tobin		3,4	3,400.00 A
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:	<u>.</u>	60.68
51300	307	Communication	10/07/2021	1010271928 AT&T			00.06
51300	307	Communication	10/07/2021	1010271934 Century Link/Business Services			23.85
51300	348	Postal Charges	10/07/2021	1010271963 Pitney Bowes		4	492.98
51300	349	Printing, Stationery And Forms	10/21/2021	1010272026 Acme Printing Company, Inc		2	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		2	203.45
51300	599	Other Charges	10/07/2021	1010271969 South Marketing Group		9	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		2	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		4	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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ACCT	8	Name	Date	Check Nbr Description		Amount Paid
Fund:	1.000	General Fund #(101)			and the second second	
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	ır 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:	
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

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ACCT	8	Name	Date	Check Nbr Description		Amount Paid
Fund:	Contraction of the local sectors of the local secto	General Fund #(101)				a per constant
51810	338	Maintenance And Repair Services - Vehicles	10/28/2021	1010272100 Ultimate Shine 3 Minute Express Car Wash	r 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	r 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

Return to Regular Calendar

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		0	COMMISSION /	COMMISSION APPROVAL LISTING	Date/Time:	Page: 4 11/1/2021 8:57:51 AM
ACCT	B	Name	Date	Check Nbr Description		Amount Paid
Cund.		eel Eined #(404)				All and the second s
Fund:	Gene	General Fund #(101)	and the second		4.2	
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	209	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

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ACCT	8	Name	Date	Check Nbr Description		Amount Paid
Fund:	Gene	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

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ACCT	8	Name	Date	Check Nbr Description		Amount Paid
Fund:	Gene	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
5330		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	ice	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

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					Date/Time:	11/1/2021 8:57:51 AM
ACCT	8	Name	Date	Check Nbr Description		Amount Paid
and also be						
Fund:	202818	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	n Center	2,852.98
54110	338	Maintenance And Repair Services - Vehicles	10/28/2021	1010272100 Ultimate Shine 3 Minute Express Car Wash	Vash	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	n 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

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ACCT	8	Name	Date	Check Nbr Description		Amount Paid
Fund:	100 million (100 million)	General Fund #(101)	たい違いと			
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:	l: 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	9	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	0	1,481.36
54210	336	Maintenance And Repair Services - Equipment	10/07/2021	1010271953 Interstate Mechanical Service, LLC		1,274.00

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ACCT	8	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
<b>z</b> 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
, <b>8</b> , 54210	410	Custodial Supplies	10/07/2021	1010271964 Quality Waste		235.00
202 24210	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 Uptrust, 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	stice	350.00
54250		Work Release Program		Check Count: 6	Total:	1,397.78

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ACCT	80	Name	Date	Check Nbr Description		Amount Paid
Fund:	Gene	General Fund #(101)				
54310	316	Contributions	10/07/2021	1010271988 East Hamblen County VFD		27,500.00
54310	316	Contributions	10/07/20/01			27.500.00
54310	216 216	Contributions	10/02/2021			27,500.00
54310	316	Contributions	10/07/2021			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	COMMISSION APPROVAL LISTING	Date/Time:	Page: 11 11/1/2021 8:57:51 AM
ACCT	8	Name	Date	Check Nbr Description		Amount Paid
Fund:	Gene	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	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

Return to Regular Calendar

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			COMMISSION	COMMISSION APPROVAL LISTING	Date/Time:	Page: 12 11/1/2021 8:57:51 AM
ACCT	8	Name	Date	Check Nbr Description		Amount Paid
Fund:	Gene	General Fund #(101)	IE C. Martin		日本によって記述	
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	ļ	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

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			COMMISSION	COMMISSION APPROVAL LISTING	Date/Time:	Page: 13 11/1/2021 8:57:51 AM
ACCT	8	Name	Date	Check Nbr Description		Amount Paid
Fund:		General Fund #(101)	なないのないで			
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	lists Eastern	85.00
57100	435	Office Supplies	10/07/2021	1010271977 TN Extension Association of Family & Consumer	nsumer	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

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			COMMISSION AF	COMMISSION APPROVAL LISTING	Date/Time:	Page: 15 11/1/2021 8:57:51 AM
ACCT	8	Name	Date	Check Nbr Description		Amount Paid
Fund:	Solid	Fund: Solid Waste/Sanitation Fund #(116)	教育の変要に			「日本のない」
55710	299	Other Fringe Benefits	10/21/2021 1	1160024479 Hamblen Co Dept Of Education	LO	37.50
55710	302	Advertising	10/21/2021 1	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 1	1160024469 Moore's Tractor & Trailer		6,326.27
55710	336	Maintenance And Repair Services - Equipment	10/07/2021 1	1160024470 NAPA Auto Parts Of Morristown	NN	596.39
55710	336	Maintenance And Repair Services - Equipment	10/21/2021 1	1160024477 Freightliner of Arizona, LLC		318.67
55710	336	Maintenance And Repair Services - Equipment	10/21/2021 1	1160024481 Stringfellow		2,039.04
55710	359	Disposal Fees	10/07/2021	1160024467 Hamblen County-Morristown Solid Waste	Solid Waste	66,936.06
55710	412	Diesel Fuel	10/21/2021 1	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.	ŭ	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 1	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
	194 A.			Solid Waste/Sanit	Solid Waste/Sanitation Fund #(116) Total:	97,822.34

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			COMMISSION	COMMISSION APPROVAL LISTING	Date/Time:	Page: 16 11/1/2021 8:57:51 AM
ACCT	8	Name	Date	Check Nbr Description		Amount Paid
Fund:	Drug	Fund: Drug Control Fund #(122)				
54150	351	351 Rentals	10/28/2021	1220002800 BC & M Development		1,000.00
54150	415	i Electricity	10/21/2021	1220002798 Morristown Utilities		963.13
54150	415	i 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	al Instruments Inc	24,839.02
54150		Drug Enforcement		Check Count: 5	Total:	1: 27,863.80
State of	S. C.			Drug Control F	Drug Control Fund #(122) Total:	1: 27,863.80

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			COMMISSION	COMMISSION APPROVAL LISTING	Date/Time:	Page: 17 11/1/2021 8:57:51 AM
ACCT	8	Name	Date	Check Nbr Description		Amount Paid
		and the second	A DESCRIPTION OF A DESC			
Fund:	200 / Y	Highway/Public Works Fund (#131)	a sub- a sub-			
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		00.00
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 Efliott 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

		64.	COMMISSION APPROVAL LISTING	APPROVAL	LISTING	Date/Time:	Page: 18 11/1/2021 8:57:51 AM
ACCT	8	Name	Date	Check Nbr	Description		Amount Paid
Fund:	High	Fund: Highway/Public Works Fund (#131)					
63100		416 Equipment Parts - Heavy	10/07/2021	1313043723 N	1313043723 NAPA Auto Parts Of Morristown		2,562.31
63100	416	Equipment Parts - Heavy	10/14/2021	1313043731 V	1313043731 Worldwide Equip/Volunteervolvo		759.84
63100	424	Garage Supplies	10/21/2021	1313043737 H	Holston Gases		213.95
63100	425	Gasoline	10/14/2021	1313043726 B	BP		48.85
63100	425	Gasoline	10/21/2021	1313043735 Fuelman	uelman		1,851.24
63100	446	Small Tools	10/14/2021	1313043728 Meade Tractor	feade Tractor		866.98
63100	450	Tires And Tubes	10/07/2021	1313043717 G	1313043717 Goforth Tire & Auto, Inc		1,990.55
63100	499	Other Supplies And Materials	10/07/2021	1313043720 L	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 A	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 A	1313043746 Apac Atlantic, Inc		2,021.88
68000		Capital Outlay			Check Count: 1	Total:	: 2,021.88
					Highway/Public Works Fund (#131) Totat:	und (#131) Total	174,344.04

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# **RESOLUITON 21-22**

Motion by Randy DeBord, seconded by Tim Goins to approve the Resolution 21-22

A Resolution Authorizing Hamblen County to join in the State of Tennessee State-Opioid Abatement

Agreement and approving the Related Settlement Agreements.

7.b. Resolution 21-22		Passed By Majority Vote	
Joe Huntsman, Si	YES	Randy DeBord	YES
Taylor Ward	YES	Chris Cutshaw	YES
Thomas Doty	ABSENT	Jeff Akard	YES
Wayne NeSmith	YES	Jim Stepp	YES
Mike Reed	YES	Bobby Haun	YES
Tim Goins s	YES	Tim Horner	YES
Howard Shipley	YES	Eileen Arnwine	YES

### **RESOLUTION NO. 21-**22

## 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 112<sup>th</sup> 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 HAMBLEN 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.

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That the Hamblen County Mayor is hereby expressly authorized to Section 4. 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.

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

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

ADOPTED this the 18<sup>th</sup> day of November, 2021.

Hamblen Coun Han 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 112<sup>th</sup> 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.

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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. <u>Allocation among three sub-funds</u>. 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."<sup>1</sup> 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. <u>Use of funds</u>. The Distributor/J&J Settlements have provisions concerning the use of funds and those are controlling.<sup>2</sup> 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. <u>State Fund</u>. 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. <u>Abatement Accounts Fund</u>.

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.<sup>3</sup> 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. <u>Subdivision Fund</u>.

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.

<sup>&</sup>lt;sup>1</sup> "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.

<sup>&</sup>lt;sup>2</sup> Some examples are distributor agreement Subsections V.B.1-2 and J&J agreement Subsections VI.B. 1-2.

<sup>&</sup>lt;sup>3</sup> These are mainly found in distributor agreement Section V.E and J&J agreement Section VI.E.

The default provisions are adjusted for non-litigating municipalities in 2. 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%.<sup>4</sup> 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. <u>Attorneys' fees and costs</u>. 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. <u>Application to future settlements</u>. 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.<sup>5</sup> 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. <u>Exceptions</u>. 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

<sup>&</sup>lt;sup>4</sup> 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.

<sup>&</sup>lt;sup>5</sup> 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. <u>Statutory provisions</u>. 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. <u>Relevant Funds</u>. 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. <u>Allocation of Relevant Funds</u>. 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.<sup>6</sup>

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

D. <u>Statutory provisions</u>. 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. <u>State-Only Opioid Settlement Agreements and State Opioid Judgments</u>. 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. <u>Subdivision-Only Settlement Agreements and Subdivision Judgments</u>. 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. <u>Controlling Authority</u>. 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

<sup>&</sup>lt;sup>6</sup> 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. <u>Adoption of Agreement</u>. 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. <u>Population Percentage Calculation</u>. 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.) Except as required by a specific settlement agreement or bankruptcy plan, the population figures for these calculations 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. <u>Amendment of Agreement</u>. 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. <u>Fatal opioid overdose data collected by the Tennessee Department of Health</u>. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

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

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

4. <u>County population</u>. 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

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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.

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[TABLE TO BE INSERTED ONCE UPDATED DATA AVAILABLE]

# SURPLUS TASERS- HANCOCK COUNTY

Motion by Randy DeBord, seconded by Chris Cutshaw to approve the Surplus of the Tasers from the Sheriff's Department to Hancock County.

7.c. Surplus Tasers - Hancock Cour	nty	Passed By Majority	Vote	
Joe Huntsman, Si	YES	Randy DeBord	м	YES
Taylor Ward	YES	Chris Cutshaw	S	YES
Thomas Doty	ABSENT	Jeff Akard		YES
Wayne NeSmith	YES	Jim Stepp		YES
Mike Reed	YES	Bobby Haun		YES
Tim Goins	YES	Tim Horner		YES
Howard Shipley	YES	Eileen Arnwine		YES

*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) 587-1658 - Administrative

 (423) 587-1658 - Administrative

 (423) 587-1658 - Administrative

## **BUDGET AMENDMENT – HCBOE**

Motion by Randy DeBord, seconded by Jim Stepp to approve the Budget Amendment #2

for the Hamblen County Board of Education for \$233,580.73.



# **BUDGET AMENDMENTS**



DR. JEFF PERRY Superintendent

BOARD OF EDUCATION

Shahin Assadnia

Carolyn Clawson

Joe Gibson, Jr.

Roger Greene

James Grigsby

Janice Haun

Clyde Kinder

## HAMBLEN COUNTY DEPARTMENT OF EDUCATION

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

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

## AMENDMENT #2 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.

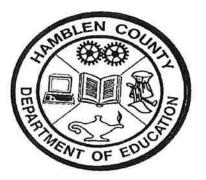
On June 24, 2021, the Hamblen County Commission approved a General Purpose School Budget in the amount of \$93,433,454.30. Amendment #1 increased the budget to \$93,501,914.11. Amendment #2 would increase the budget to \$93,725,494.84.

## 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



			GENI	ERAL PURPOSE SCH		DGET		
				2021-2022				
				AMENDMENT #2 - E	XTERNAL		 	
EXPENDITURE								
CODE	TITLE		BUDGET	INCREASE	DECI	REASE	 ACTUAL	PURPOSE
2210-196	IN-SERVICE TRAINING	\$	79,150.00	\$ 30,000.00	\$	343	\$ 109,150.00	SAFE SCHOOLS GRANT THROUGH STATE OF TN
2210-399	OTHER CONTRACTED SERVICES	\$	80,000,00	\$ 40,000.00	\$		\$ 120,000.00	
72210-790	OTHER EQUIPMENT	\$		\$ 153,580.73	s	30	\$ 153,580.73	
	TOTALS	\$	159,150.00	\$ 223,580.73	\$	20	\$ 382,730.73	
	NET INCREASE			\$ 223,580.73				
	NETINCREASE			\$ 223,000.73				
	NEI INGREADE			AMBLEN COUNTY	SCHOOLS	3		
			GENI	HAMBLEN COUNTY ERAL PURPOSE SCH 2021-2022	HOOL BUI	DGET		
	NET INCREASE		GENI	HAMBLEN COUNTY	HOOL BUI	DGET		
REVENUE			GENI	HAMBLEN COUNTY ERAL PURPOSE SCH 2021-2022	HOOL BUI	DGET		
REVENUE CODE			GENI	HAMBLEN COUNTY ERAL PURPOSE SCH 2021-2022	HOOL BUI	DGET	 ACTUAL	PURPOSE
		<u>\$</u>	GENI	HAMBLEN COUNTY ERAL PURPOSE SCH 2021-2022 AMENDMENT #2 - E	HOOL BUI	DGET	\$ ACTUAL 223,580.73	
CODE	TITLE		GENI	HAMBLEN COUNTY ERAL PURPOSE SCH 2021-2022 AMENDMENT #2 - E INCREASE	HOOL BUI	DGET		PURPOSE SAFE SCHOOLS GRANT THROUGH STATE OF TN

## **BUDGET AMENDMENT – FUND #101 EMA**

Motion by Randy DeBord, seconded by Tim Horner to approve the Budget Amendment for

Fund#101 EMA for \$2,300.





## Hamblen County Commission

For the November 2021 Commission Meeting

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
54410.506	EMA - Liability Insurance	\$ 2,300.00	
	1		
	DECREASE APPROPRIATIONS:		
58600.506	Employee Benefits - Liability Insurance		\$ 2,300.0

Dei (Derei-Geren (im e	
<u>Brief Descriptions of issue:</u> To increase appropriations for insurance to cover EMA volunteers.	
Bol Buttan	For Finance Department Only:
Signature:	Reviewed by:
Title: Mry or	Budget Amendment:
Date: 10-29-2021	Date:

# **RESOLUTION 21-23**

Motion by Tim Goins, seconded by Tim Horner to approve Resolution 21-23 Resolution Authorizing Hamblen County to Make a 2022 Community Development Block Grant Application.

8.a. Resolution 21-23		Passed By Majority Vote	
Joe Huntsman, Si	YES	Randy DeBord	YES
Taylor Ward	YES	Chris Cutshaw	YES
Thomas Doty	ABSENT	Jeff Akard	YES
Wayne NeSmith	YES	Jim Stepp	YES
Mike Reed	YES	Bobby Haun	YES
Tim Goins	YES	Tim Horner s	YES
Howard Shipley	YES	Eileen Arnwine	YES

## Resolution 21-23

## **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

Attest:

Chairman

31-21 November 18

# **RESOLUITON 21-24**

Motion by Tim Goins, seconded by Bobby Haun to approve Resolution 21-24 Existing Metropolitan Planning Organization Shall Remain and not be Subject to the Proposed 2020 United States Census Housing Unit Density Threshold.

8.b. Resolution 21-24		Passed By Majority Vote	
Joe Huntsman, Si	YES	Randy DeBord	YES
Taylor Ward	YES	Chris Cutshaw	YES
Thomas Doty	ABSENT	Jeff Akard	YES
Wayne NeSmith	NO	Jim Stepp	YES
Mike Reed	YES	Bobby Haun s	YES
Tim Goins M	YES	Tim Horner	YES
Howard Shipley	YES	Eileen Arnwine	YES

## **RESOLUTION 21-24**

## 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

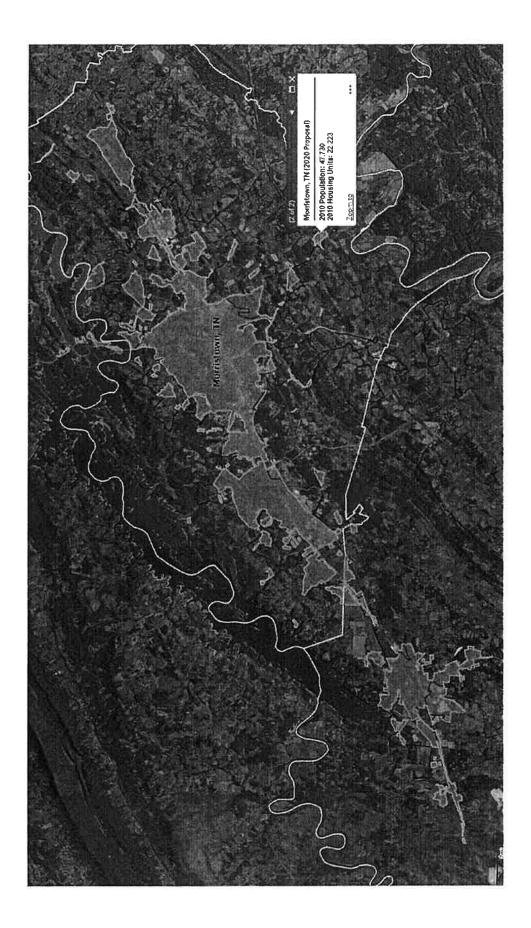
NOW, THEREFORE BE IT RESOLVED that the Hamblen County Commission requests the United States Census should follow the OMB decision and not change their definition of Urban Areas, or at least allow existing MPOs urban areas (from the 2010 US Census) to be grandfathered.

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

Mayor, Hamblen County

lerk

Chairman



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# HAMBLEN COUNTY 2022 COMMISSION /COMMITTEE SCHEDULE

Motion by Tim Goins, seconded by Tim Horner to approve the 2022 Regularly Scheduled Meetings Calendar of the Hamblen County Commission/Committees with the February 2022 Meeting being moved to the second Tuesday of the month.



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

DecemberCommitteesMonday, December 5, 2022County CommissionThursday, 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

# THEREUPON MEETING ADJOURNED 6:20 p.m.

## Hamblen County Government <u>Finance Committee</u> Monday, December 6, 2021 Hamblen County Courthouse – Large Courtroom

## MINUTES

## Members Present:

Randy DeBord, Eileen Arnwine, Howard Shipley, Chris Cutshaw, Thomas Doty, Tim Goins, Mike Reed, James Stepp

## Members Absent:

Joe Huntsman, Sr.

## Call to Order

Chairman Randy DeBord called the meeting to order at 5:30 p.m.

## Visitors Wishing to Address the Committee

None

## **Recurring Business**

- a. Expenditure Reports November 2021 (Information Only No Action Necessary)
- b. Review/Approval of Monthly Checks Submitted by the County Mayor's Office for the Month of November 2021

Motion (Tim Goins/Jim Stepp, all in favor) to approve the November 2021 Monthly Checks submitted by the County Mayor's Office.

### Old Business

a. None

### **New Business**

a. Resolution 21-\_\_\_\_- - A Resolution of the County Commission of Hamblen County, Tennessee Approving an Economic Impact Plan for Bellwood Farms Development Area.
 Motion (Tim Coins (Tim Stepp, all in favor) to Approve the Resolution 21-\_\_\_\_\_ A Resolution of the County.

Motion (Tim Goins/ Jim Stepp, all in favor) to Approve the Resolution 21-\_\_\_-A Resolution of the County Commission of Hamblen County, Tennessee Approving an Economic Impact Plan for Bellwood Farms Development Area.

- b. Budget Amendments
  - i. Fund #101 Sheriff's Department \$7,089 Motion (Thomas Doty/Tim Goins, all in favor) to approve the Budget Amendment for Fund #101-Sheriff's Department for \$7,089.
  - ii. Fund #101 Planning Department \$990
     Motion (Chris Cutshaw/Thomas Doty, all in favor) to approve the Budget Amendment for Fund #101-Planning Department for \$990
  - iii. Fund #101 Reappraisal \$635
     Motion (Thomas Doty/Tim Goins, all in favor) to approve the Budget Amendment for Fund #101-Reappraisal for \$635
  - iv. Fund #101 Drug Court \$3,500
     Motion (Tim Goins/Jim Stepp, all in favor) to approve the Budget Amendment for Fund #101-Drug Court for \$3,500
  - v. Hamblen County Board of Education Budget Amendment #3-Increase of \$39,025 Motion (Chris Cutshaw/Thomas Doty, all in favor) to approve the Budget Amendment #3 for the Hamblen County Board of Education for \$39,025.

## Items of Interest (No Action Necessary)

- a. Planning Commission Building Permit Report November 2021
- b. County Attorney Invoices November 2021
- c. Coroner's Monthly Report –November 2021
- d. Jail/Justice Center Project Expenditures as of November 30, 2021.

<u>Adjournment</u> - There being no further business, Chairman DeBord adjourned the Finance Committee meeting at 5:48 p.m.



### FINANCE COMMITTEE

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

## Hamblen County Government FINANCE COMMITTEE

Monday, December 6, 2021

Large Courtroom - Hamblen County Courthouse

## **AGENDA**

- 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 November 2021 (Information Only-No Action Necessary)
  - b. Review/Acceptance of Monthly Checks November 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 of the County Commission of Hamblen County, Tennessee Approving an Economic Impact Plan for the Bellwood Farms Development Area-*Jay Moneyhun-Bass, Berry & Sims PLC*
  - b. Budget Amendments- Finance Director-Anne Bryant-Hurst
    - i. Fund #101-Sheriff's Department \$7,089
    - ii. Fund #101- Planning Department \$990
    - iii. Fund #101-Reappraisal \$635
    - iv. Fund #101-Drug Court \$3,500
    - v. Hamblen County Board of Education Budget Amendment #3 –Increase of \$39,025- *HCBOE Business Supervisor Traci Antrican*

### 6. Items of Interest (No Action Necessary) – Chairman Randy DeBord

- a. Planning Commission Building Permit Report- November 2021
  - b. County Attorney Invoices November 2021
  - c. Coroner's Monthly Report November 2021
  - d. Jail/Justice Center Project Expenditures as of November 30, 2021
- 7. Adjournment Chairman Randy DeBord

# **EXPENDITURE REPORTS**

**NOVEMBER 2021** 

Novembe 2021-2022

## HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

101

## 101 General Fund

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
51100 County Commission	181,682.00	100.00	181,782.00	11,338.36	60,276.60	26,500.00	95,005.40	52.26%
51210 Board Of Equalizaton	5,550.00	0.00	5,550.00	0.00	0.00	0.00	5,550.00	100.00%
51300 County Mayor/Executive	239,291.00	186.35	239,477.35	18,499.73	90,800.81	11,779.64	136,896.90	57.16%
51400 County Attorney	31,293.00	0.00	31,293.00	2,642.66	7,166.80	0.00	24,126.20	77.10%
51500 Election Commission	311,709.00	0.00	311,709.00	17,490.78	101,332.32	5,451.26	204,925.42	65.74%
51600 Register Of Deeds	373,281.00	0.00	373,281.00	28,248.73	136,314.68	12,114.06	224,852.26	60.24%
51720 Planning	257,688.00	372.00	258,060.00	21,972.81	99,678.75	2,949.43	155,431.82	60.23%
51750 Codes Compliance	59,336.00	0.00	59,336.00	4,989.51	22,790.05	0.00	36,545.95	61.59%
51760 Geographical Information Systems	92,845.00	0.00	92,845.00	4,450.46	20,287.53	0.00	72,557.47	78.15%
51810 Other Facilities	895,242.00	0.00	895,242.00	47,164.09	308,965.88	45,006.92	541,269.20	60.46%
51910 Preservation Of Records	21,486.00	0.00	21,486.00	1,488.74	6,362.45	1,231.54	13,892.01	64.66%
52100 Accounting And Budgeting	504,933.00	0.00	504,933.00	38,741.12	194,225.09	441.24	310,266.67	61.45%
52300 Property Assessor's Office	362,478.00	0.00	362,478.00	27,880.31	127,774.54	19,793.65	214,909.81	59.29%
52310 Reappraisal Program	177,884.00	0.00	177,884.00	7,655.89	37,197.37	7,115.34	133,571.29	75.09%
52400 County Trustee's Office	390,575.00	0.00	390,575.00	29,391.19	125,451.58	24,563.54	240,559.88	61.59%
52500 County Clerk's Office	693,682.00	10,000.00	703,682.00	50,286.49	252,297.15	9,424.08	441,960.77	62.81%
52600 Data Processing	155,204.00	0.00	155,204.00	7,014.46	47,167.76	35,808.89	72,227.35	46.54%
52900 Other Finance	335,828.00	0.00	335,828.00	25,422.41	128,706.00	16,995.71	190,126.29	56.61%
53100 Circuit Court	1,011,539.00	-35,300.00	976,239.00	68,475.24	367,633.10	10,578.33	598,027.57	61.26%
53300 General Sessions Court	462,498.00	139,675.00	602,173.00	40,736.96	172,850.10	1,468.06	427,854.84	71.05%
53330 Drug Court	77,583.00	0.00	77,583.00	4,726.22	23,980.64	733.55	52,868.81	68.14%
53400 Chancery Court	405,176.00	1,300.00	406,476.00	32,989.35	164,308.14	5,726.51	236,441.35	58.17%
53500 Juvenile Court	325,026.00	0.00	325,026.00	19,931.79	88,796.81	2,671.38	233,557.81	71.86%
53920 Courtroom Security	908,006.00	0.00	908,006.00	65,268.49	276,827.04	6,122.19	625,056.77	68.84%

Novembe 2021-2022

## HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

101

## **101 General Fund**

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
53930 Victim Assistance Program	156,741.00	0.00	156,741.00	10,163.52	43,124.04	0.00	113,616.96	72.49%
54110 Sheriff's Department	3,378,559.00	5,024.79	3,383,583.79	295,901.71	1,230,654.88	204,382.39	1,948,546.52	57.59%
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	314,749.32	1,473,229.73	711,955.31	2,387,488.96	52.21%
54220 Workhouse	97,964.00	0.00	97,964.00	7,560.52	34,745.87	0.00	63,218.13	64.53%
54250 Work Release Program	324,354.00	0.00	324,354.00	15,631.49	79,929.91	6,016.15	238,407.94	73.50%
54310 Fire Prevention And Control	220,000.00	0.00	220,000.00	0.00	110,000.00	0.00	110,000.00	50.00%
54410 Civil Defense	110,874.00	2,672.00	113,546.00	11,296.82	41,962.30	3,977.01	67,606.69	59.54%
54490 Other Emergency Management	192,001.00	0.00	192,001.00	0.00	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	1,507.10	368.50	4,456.40	70.38%
54610 County Coroner/Medical Examiner	189,600.00	0.00	189,600.00	9,617.33	53,560.32	23,776.68	112,263.00	59.21%
54900 Other Public Safety	20,500.00	0.00	20,500.00	9,218.40	9,218.40	7,631.33	3,650.27	17.81%
55110 Local Health Center	864,467.00	0.00	864,467.00	56,472.64	268,058.40	17,143.95	579,264.65	67.01%
55120 Rabies And Animal Control	369,885.00	0.00	369,885.00	28,997.74	160,040.62	4,159.59	205,684.79	55.61%
55140 Nursing Home	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00	0.00	0.00%
55170 Alcohol And Drug Programs	5,500.00	0.00	5,500.00	0.00	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	0.00	12,500.00	0.00	15,000.00	54.55%
55710 Sanitation Management	14,460.00	0.00	14,460.00	1,451.12	2,118.62	0.00	12,341.38	85.35%
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	0.00	5,800.00	0.00	5,800.00	50.00%
56300 Senior Citizens Assistance	6,500.00	0.00	6,500.00	0.00	6,500.00	0.00	0.00	0.00%
56500 Libraries	301,950.00	0.00	301,950.00	0.00	75,487.50	0.00	226,462.50	75.00%
56700 Parks And Fair Boards	322,027.00	0.00	322,027.00	20,263.93	113,871.86	13,828.33	194,326.81	60.34%

Novembe 2021-2022

## HAMBLEN COUNTY ACCOUNTS & BUDGETS

Fund(s) Selected:

## 101

## **101 General Fund**

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
56900 Other Social, Cultural And Recreational	351,000.00	0.00	351,000.00	0.00	193,500.00	0.00	157,500.00	44.87%
57100 Agricultural Extension Service	166,586.00	5,290.00	171,876.00	41,633.76	42,042.96	850.00	128,983.04	75.04%
57300 Forest Service	1,000.00	0.00	1,000.00	1,000.00	1,000.00	0.00	0.00	0.00%
57500 Soil Conservation	52,640.00	0.00	52,640.00	4,201.46	19,577.02	0.00	33,062.98	62.81%
57800 Storm Water Management	35,460.00	0.00	35,460.00	0.00	5,016.44	9,929.67	20,513.89	57.85%
58110 Tourism	54,700.00	0.00	54,700.00	0.00	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	2,724.90	11,791.39	61.89	21,761.72	64.74%
58600 Employee Benefits	718,515.00	-2,300.00	716,215.00	312.76	547,956.89	0.00	168,258.11	23.49%
58900 Miscellaneous	295,404.00	0.00	295,404.00	0.00	48,134.75	10,400.00	236,869.25	80.18%
73300 Community Services	6,000.00	0.00	6,000.00	0.00	5,000.00	0.00	1,000.00	16.67%
91110 General Administration Projects	356,000.00	0.00	356,000.00	41,245.50	64,394.46	4,529.72	287,075.82	80.64%
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	41,003.45	41,003.45	0.00	340,860.55	89.26%
General Fund #(101)	22,883,812.00	128,475.14	23,012,287.14	1,490,575.11	7,750,174.91	1,332,163.84	13,929,948.39	60.53%

Novembe 2021-2022

# HAMBLEN COUNTY ACCOUNTS & BUDGETS 116 Sanitation

Fund(s) Selected:

116

Account Group	Budget Amount	Budget Amendments	Amended Budget	MTD Expenses	YTD Expenses	Outstanding Encumbrances	Unencumbered Balance	% Bdgt Remain
55710 Sanitation Management	3,090,233.00	120,607.50	3,210,840.50	173,509.80	876,619.77	502,439.78	1,831,780.95	57.05%
Solid Waste/Sanitation Fund #(116)	3,090,233.00	120,607.50	3,210,840.50	173,509.80	876,619.77	502,439.78	1,831,780.95	57.05%

Novembe 2021-2022

## HAMBLEN COUNTY ACCOUNTS & BUDGETS

**131 Highway** 

Fund(s) Selected:

### 131

### Budget Budget Amended MTD YTD Outstanding Unencumbered % Bdgt Account Group Amount Amendments Budget Expenses Expenses Encumbrances Balance Remain 61000 Administration 449,355.00 800.00 450,155.00 26,780.01 200,253.97 12,050.82 237,850.21 52.84% 62000 Highway And Bridge Maintenance 1,806,868.00 1,729,368.00 77,500.00 120,967.96 526,478.10 92,134.14 1,188,255.76 65.76% 63100 Operation And Maintenance Of Equipment 420,984.00 -300.00 420,684.00 22,313.25 101,859.71 54,122.39 264,701.90 62.92% 66000 Employee Benefits 24,725.00 0.00 24,725.00 0.00 14,678.50 0.00 10,046.50 40.63% 68000 Capital Outlay 1,018,000.00 3,569.38 522,293.56 492,137.06 48.34% 0.00 1,018,000.00 0.00 3,642,432.00 2,192,991.43 58.94% Highway/Public Works Fund (#131) 78,000.00 3,720,432.00 170,061.22 846,839.66 680,600.91

# MONTHLY CHECKS

# NOVEMBER 2021

			Date/Time:	Page: 1 11/29/2021 4:20:23 PM			
АССТ	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	eral Fund #(101)					
34120	000	Object Code (000)	11/04/2021	1010272131	Gall's Inc		91.00
34120	000	Object Code (000)	11/19/2021	1010272258	Summit Uniform Solutions, Inc.		299.95
34120		Encumbrances - Prior Year			Check Count: 2	Total	: 390.95
44990	000	Object Code (000)	11/19/2021	1010272235	Hamblen Co Register Of Deeds		51.00
44990		Other Local Revenues			Check Count: 1	Total	: 51.00
51100	599	Other Charges	11/10/2021	1010272212	United Parcel Service		28.94
51100	599	Other Charges	11/19/2021	1010272221	William H Brittain		632.78
51100	599	Other Charges	11/19/2021	1010272227	Christopher Cutshaw		120.75
51100		County Commission			Check Count: 3	Total	. 782.47
51300	307	Communication	11/04/2021	1010272119	Century Link/Business Services		29.87
51300	307	Communication	11/04/2021	1010272172	Verizon Wireless		74.18
51300	307	Communication	11/10/2021	1010272178	AT&T		90.00
51300	351	Rentals	11/10/2021	1010272180	Canon Solutions America, Inc		141.24
51300	355	Travel	11/19/2021	1010272221	William H Brittain		986.95
51300	435	Office Supplies	11/04/2021	1010272139	HomeTrust Bank		38.72
51300	599	Other Charges	11/10/2021	1010272207	South Marketing Group		650.00
51300	599	Other Charges	11/19/2021	1010272230	English Mountain Spring Water		10.00
51300		County Mayor/Executive			Check Count: 8	Total	: 2,020.96
51400	331	Legal Services	11/10/2021	1010272181	Capps & Byrd LLP		2,535.00
51400		County Attorney			Check Count: 1	Total	: 2,535.00
51500	307	Communication	11/04/2021	1010272119	Century Link/Business Services		2.70
51500	307	Communication	11/10/2021	1010272178	AT&T		21.02
51500	351	Rentals	11/10/2021	1010272180	Canon Solutions America, Inc		117.42
51500	435	Office Supplies	11/19/2021	1010272230	English Mountain Spring Water		15.00

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АССТ	ОВ	Name	Date	Check Nbr	Description		Amount Paid
<b>F</b> unda	0						
		eral Fund #(101)					
51500	719	Office Equipment	11/04/2021	1010272139	HomeTrust Bank		72.88
51500		Election Commission			Check Count: 5	Total:	229.02
51600	307	Communication	11/04/2021	1010272119	Century Link/Business Services		1.70
51600	709	Data Processing Equipment	11/04/2021	1010272117	Business Information Systems		1,632.15
51600		Register Of Deeds			Check Count: 2	Total:	1,633.85
51720	307	Communication	11/04/2021	1010272119	Century Link/Business Services		5.10
51720	307	Communication	11/04/2021	1010272172	Verizon Wireless		160.06
51720	312	Contracts With Private Agencies	11/04/2021	1010272121	City of Morristown		3,875.00
51720	351	Rentals	11/10/2021	1010272180	Canon Solutions America, Inc		98.75
51720	425	Gasoline	11/10/2021	1010272189	Fuelman		75.31
51720	435	Office Supplies	11/04/2021	1010272139	HomeTrust Bank		39.98
51720	524	In Service/Staff Development	11/10/2021	1010272213	University Of Tennessee		250.00
51720		Planning			Check Count: 7	Total:	4,504.20
51750	331	Legal Services	11/10/2021	1010272181	Capps & Byrd LLP		382.38
51750		Codes Compliance			Check Count: 1	Total:	382.38
51810	307	Communication	11/04/2021	1010272172	Verizon Wireless		288.51
51810	307	Communication	11/10/2021	1010272177	AT&T		662.42
51810	307	Communication	11/10/2021	1010272178	AT&T		779.51
51810	334	Maintenance Agreements	11/04/2021	1010272152	Murrell Burglar Alarm Co Inc		347.36
51810	334	Maintenance Agreements	11/10/2021	1010272211	United Elevator Services LLC		3,449.11
51810	334	Maintenance Agreements	11/19/2021	1010272222	Bullzye Fire Extinguisher Co		99.50
51810	334	Maintenance Agreements	11/19/2021	1010272237	Interstate Mechanical Service, LLC		9,734.00
51810	335	Maintenance And Repair Service - Buildings	11/04/2021	1010272123	Cumberland Glass Company LLC		475.00
51810	335	Maintenance And Repair Service - Buildings	11/04/2021	1010272128	Fenco Supply Co		33.83

3 COMMISSION APPROVAL LISTING Page: Date/Time: 11/29/2021 4:20:23 PM ACCT OB Name Date **Check Nbr** Description Amount Paid Fund: General Fund #(101) 80.34 11/10/2021 1010272192 Interstate Mechanical Service, LLC 51810 335 Maintenance And Repair Service - Buildings 51810 335 Maintenance And Repair Service - Buildings 11/19/2021 1010272238 Johnson Controls Fire Protection LP 239.65 113.90 51810 Maintenance And Repair Service - Buildings 11/19/2021 1010272262 Town & Country Lock & Key 335 Maintenance And Repair Services - Equipment 11/04/2021 1010272145 Lane Sales Power Equipment 534.00 51810 336 51810 336 Maintenance And Repair Services - Equipment 11/04/2021 1010272153 NAPA Auto Parts Of Morristown 31.44 51810 338 Maintenance And Repair Services - Vehicles 11/04/2021 1010272150 Morristown Ford 655.90 51810 399 Other Contracted Services 11/19/2021 1010272230 English Mountain Spring Water 33.00 51810 410 **Custodial Supplies** 11/04/2021 1010272142 Kelsan Inc 44.10 11/10/2021 551.74 51810 425 Gasoline 1010272189 Fuelman 51810 434 Natural Gas 11/19/2021 1010272217 Atmos Energy 2.012.69 51810 717 Maintenance Equipment 11/04/2021 1010272145 Lane Sales Power Equipment 16.07 51810 Other Facilities Check Count: 19 Total: 20.182.07 51910 351 Rentals 11/10/2021 1010272180 Canon Solutions America. Inc 117.42 11/04/2021 99.00 51910 435 Office Supplies 1010272146 Cindy Lane Total: 216.42 51910 Preservation Of Records Check Count: 2 52100 435 Office Supplies 11/04/2021 1010272113 Acme Printing Company. Inc 216.00 52100 11/04/2021 1010272139 HomeTrust Bank 100.47 435 Office Supplies **Check Count:** 52100 Accounting And Budgeting 2 Total: 316.47 3.75 52300 307 Communication 11/04/2021 1010272119 Century Link/Business Services 220.33 52300 425 Gasoline 11/10/2021 1010272189 Fuelman 52300 435 Office Supplies 11/04/2021 1010272139 HomeTrust Bank 526.00 52300 Office Supplies 1010272230 English Mountain Spring Water 47.00 435 11/19/2021 **Check Count:** 797.08 52300 **Property Assessor's Office** 4 Total:

1010272180 Canon Solutions America. Inc

11/10/2021

52310 351 Rentals

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58.95

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АССТ	ОВ	Name	Date	Check Nbr	Description	Amount Paid
Fund:	Gene	ral Fund #(101)				
52310	Uene	Reappraisal Program			Check Count: 1 Tot	al: 58.95
52510						ui. 30.33
52400	307	Communication	11/04/2021	1010272119	Century Link/Business Services	0.02
52400	349	Printing, Stationery And Forms	11/10/2021	1010272182	Custom Printing	2,165.00
52400	351	Rentals	11/10/2021	1010272180	Canon Solutions America, Inc	117.42
52400	355	Travel	11/04/2021	1010272139	HomeTrust Bank	255.00
52400	435	Office Supplies	11/19/2021	1010272230	English Mountain Spring Water	13.00
52400		County Trustee's Office			Check Count: 5 Tot	al: 2,550.44
52500	307	Communication	11/04/2021	1010272119	Century Link/Business Services	9.38
52500	307	Communication	11/04/2021	1010272172	Verizon Wireless	110.04
52500	307	Communication	11/10/2021	1010272178	AT&T	42.04
52500	351	Rentals	11/10/2021	1010272180	Canon Solutions America, Inc	67.22
52500	435	Office Supplies	11/04/2021	1010272139	HomeTrust Bank	38.00
52500	435	Office Supplies	11/10/2021	1010272190	Government Forms and Supplies LLC	235.00
52500	435	Office Supplies	11/19/2021	1010272230	English Mountain Spring Water	46.00
52500	435	Office Supplies	11/19/2021	1010272251	Parkey Security and Home Automation Systems	767.30
52500		County Clerk's Office			Check Count: 8 Tot	al: 1,314.98
52600	307	Communication	11/10/2021	1010272214	Verizon Wireless	24.90
52600	312	Contracts With Private Agencies	11/10/2021	1010272187	Foothills Netcom, Inc.	95.00
52600	312	Contracts With Private Agencies	11/19/2021	1010272248	MUS Fibernet	311.90
52600	317	Data Processing Services	11/19/2021	1010272248	MUS Fibernet	679.70
52600	709	Data Processing Equipment	11/04/2021	1010272118	CDW Government, Inc	78.00
52600	709	Data Processing Equipment	11/04/2021	1010272139	HomeTrust Bank	329.00
52600		Data Processing			Check Count: 5 Tot	al: 1,518.50
52900	307	Communication	11/04/2021	1010272119	Century Link/Business Services	2.15

			COMMISSIO	N APPROVA	L LISTING	Date/Time:	Page: 5 11/29/2021 4:20:23 PM
АССТ	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
52900	307	Communication	11/10/2021	1010272178	AT&T		70.13
52900	317	Data Processing Services	11/10/2021	1010272201	MUS Fibernet		124.65
52900	330	Operating Lease Payments	11/19/2021	1010272256	Mark Sawyer		2,100.00
52900	335	Maintenance And Repair Service - Buildings	11/19/2021	1010272232	Fish Window Cleaning		27.00
52900	351	Rentals	11/04/2021	1010272156	Quality Waste		25.00
52900	351	Rentals	11/10/2021	1010272180	Canon Solutions America, Inc		46.33
52900	415	Electricity	11/19/2021	1010272245	Morristown Utilities		526.00
52900	435	Office Supplies	11/19/2021	1010272230	English Mountain Spring Water		29.50
52900		Other Finance			Check Count: 9	Tota	l: 2,950.76
53100	307	Communication	11/04/2021	1010272119	Century Link/Business Services		10.57
53100	307	Communication	11/04/2021	1010272172	Verizon Wireless		74.02
53100	307	Communication	11/10/2021	1010272178	AT&T		3.52
53100	351	Rentals	11/10/2021	1010272180	Canon Solutions America, Inc		337.37
53100		Circuit Court			Check Count: 4	Tota	1: 425.48
53300	307	Communication	11/04/2021	1010272119	Century Link/Business Services		4.85
53300	307	Communication	11/10/2021	1010272178	AT&T		21.02
53300	351	Rentals	11/10/2021	1010272180	Canon Solutions America, Inc		58.01
53300	399	Other Contracted Services	11/19/2021	1010272240	Judicial Commissioners Assn		500.00
53300	435	Office Supplies	11/19/2021	1010272219	BLR / M Lee Smith Publishers		162.95
53300	435	Office Supplies	11/19/2021	1010272230	English Mountain Spring Water		56.00
53300		General Sessions Court			Check Count: 6	Tota	l: 802.83
53330	307	Communication	11/04/2021	1010272172	Verizon Wireless		74.02
53330	307	Communication	11/10/2021	1010272178	AT&T		21.02
53330	307	Communication	11/10/2021	1010272204	Reconnect Inc.		30.00
53330	351	Rentals	11/10/2021	1010272180	Canon Solutions America, Inc		117.42

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			COMMISSION	N APPROVA	L LISTING	Date/Time:	Page: 6 11/29/2021 4:20:23 PM
АССТ	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
53330		Drug Court			Check Count: 4	Total	: 242.46
53400	307	Communication	11/04/2021	1010272119	Century Link/Business Services		6.20
53400	307	Communication	11/10/2021	1010272178	AT&T		21.02
53400	334	Maintenance Agreements	11/04/2021	1010272158	Sturgis Web Services		1,050.00
53400	348	Postal Charges	11/04/2021	1010272122	County Record Services, LLC		303.48
53400	351	Rentals	11/10/2021	1010272180	Canon Solutions America, Inc		147.75
53400	355	Travel	11/19/2021	1010272239	Katherine E Jones Terry		702.28
53400	435	Office Supplies	11/10/2021	1010272194	Candace A Jones		25.00
53400	435	Office Supplies	11/19/2021	1010272230	English Mountain Spring Water		13.00
53400	709	Data Processing Equipment	11/10/2021	1010272196	Local Government Corporation		1,242.00
53400		Chancery Court			Check Count: 9	Total	: 3,510.73
53500	307	Communication	11/04/2021	1010272119	Century Link/Business Services		0.95
53500	307	Communication	11/04/2021	1010272172	Verizon Wireless		36.65
53500	351	Rentals	11/10/2021	1010272180	Canon Solutions America, Inc		117.42
53500	399	Other Contracted Services	11/04/2021	1010272166	Chris Trent		1,225.00
53500	422	Food Supplies	11/19/2021	1010272230	English Mountain Spring Water		11.50
53500	435	Office Supplies	11/04/2021	1010272139	HomeTrust Bank		-320.78
53500	719	Office Equipment	11/10/2021	1010272187	Foothills Netcom, Inc.		262.20
53500	719	Office Equipment	11/19/2021	1010272223	CDW Government, Inc		648.00
53500		Juvenile Court			Check Count: 8	Total	: 1,980.94
53920	355	Travel	11/04/2021	1010272133	Steven Earl Haag		352.00
53920	524	In Service/Staff Development	11/19/2021	1010272266	Walters State Comm College		2,725.50
53920	716	Law Enforcement Equipment	11/04/2021	1010272139	HomeTrust Bank		404.79

53920

**Courtroom Security** 

Check Count:

3

Total:

3,482.29

			COMMISSIO	N APPROVA	L LISTING	Date/Time:	Page: 7 11/29/2021 4:20:23 PM
АССТ	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
54110	307	Communication	11/04/2021	1010272119	Century Link/Business Services		56.17
54110	307	Communication	11/04/2021	1010272139	HomeTrust Bank		37.81
54110	307	Communication	11/04/2021	1010272172	Verizon Wireless		1,915.98
54110	307	Communication	11/10/2021	1010272178	AT&T		297.16
54110	307	Communication	11/19/2021	1010272264	Verizon Wireless		1,817.66
54110	312	Contracts With Private Agencies	11/29/2021	1010272268	C. D. Neal		758.00
54110	334	Maintenance Agreements	11/19/2021	1010272218	Axon Enterprise, Inc.		35,283.75
54110	336	Maintenance And Repair Services - Equipment	11/04/2021	1010272149	Midwest Radar		440.00
54110	338	Maintenance And Repair Services - Vehicles	11/04/2021	1010272125	Kenny Drinnon		591.80
54110	338	Maintenance And Repair Services - Vehicles	11/04/2021	1010272171	Valvoline, Inc.		42.48
54110	338	Maintenance And Repair Services - Vehicles	11/10/2021	1010272185	Farris Jeep Ram Chrysler Dodge		1,276.69
54110	338	Maintenance And Repair Services - Vehicles	11/19/2021	1010272259	Synergy Auto Wash		62.48
54110	338	Maintenance And Repair Services - Vehicles	11/29/2021	1010272267	Morristown Chevrolet		2,183.31
54110	348	Postal Charges	11/04/2021	1010272127	Federal Express		11.89
54110	348	Postal Charges	11/19/2021	1010272231	Federal Express		11.91
54110	349	Printing, Stationery And Forms	11/04/2021	1010272157	R Chatfield Co, Inc		157.00
54110	351	Rentals	11/04/2021	1010272159	T.E.G. Enterprises		65.00
54110	351	Rentals	11/10/2021	1010272180	Canon Solutions America, Inc		173.21
54110	353	Towing Services	11/04/2021	1010272162	Ronald Tipton		70.00
54110	355	Travel	11/10/2021	1010272179	David B Barker		324.50
54110	355	Travel	11/10/2021	1010272193	Esco Ray Jarnagin		324.50
54110	355	Travel	11/10/2021	1010272198	Wayne E Mize		324.50
54110	355	Travel	11/10/2021	1010272203	Joe Peralez		324.50
54110	355	Travel	11/10/2021	1010272209	David A Stapleton		324.50
54110	355	Travel	11/15/2021	1010272215	David M Cribley		317.38
54110	355	Travel	11/19/2021	1010272255	George Sauceman		324.50
54110	399	Other Contracted Services	11/04/2021	1010272165	Transunion Risk & Alternative		75.00

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АССТ	ОВ	Name	Date	Check Nbr	Description	Amount Paid
und:	Gene	eral Fund #(101)				
54110	399	Other Contracted Services	11/19/2021	1010272247	Murrell Burglar Alarm Co Inc	29.00
54110	425	Gasoline	11/04/2021	1010272130	Fuelman	11,652.75
54110	431	Law Enforcement Supplies	11/04/2021	1010272139	HomeTrust Bank	33.76
54110	433	Lubricants	11/04/2021	1010272171	Valvoline, Inc.	157.69
54110	435	Office Supplies	11/04/2021	1010272139	HomeTrust Bank	477.61
54110	451	Uniforms	11/04/2021	1010272131	Gall's Inc	0.00
54110	499	Other Supplies And Materials	11/04/2021	1010272139	HomeTrust Bank	175.16
54110	499	Other Supplies And Materials	11/10/2021	1010272188	Foremost Promotions	55.00
54110	499	Other Supplies And Materials	11/19/2021	1010272243	Lynn Card Company	129.00
54110	524	In Service/Staff Development	11/04/2021	1010272164	TN Law Enforcement Training Officers Association	1,650.00
54110	599	Other Charges	11/04/2021	1010272136	Hamblen County Clerk	29.00
54110	599	Other Charges	11/10/2021	1010272205	Shred-It	14.00
54110	599	Other Charges	11/19/2021	1010272230	English Mountain Spring Water	10.00
54110	716	Law Enforcement Equipment	11/04/2021	1010272139	HomeTrust Bank	270.96
54110	716	Law Enforcement Equipment	11/19/2021	1010272258	Summit Uniform Solutions, Inc.	0.00
54110		Sheriff's Department			Check Count: 37 Total:	62,275.61
54210	322	Evaluation And Testing	11/04/2021	1010272151	Mountain Crest Psychological Clinic	500.00
54210	322	Evaluation And Testing	11/10/2021	1010272200	Mountain Crest Psychological Clinic	250.00
54210	334	Maintenance Agreements	11/19/2021	1010272257	South Western Comm, Inc	4,780.00
54210	335	Maintenance And Repair Service - Buildings	11/04/2021	1010272126	Fastenal Company	8.83
54210	335	Maintenance And Repair Service - Buildings	11/04/2021	1010272128	Fenco Supply Co	1,390.19
54210	335	Maintenance And Repair Service - Buildings	11/19/2021	1010272226	Cumberland Glass Company LLC	310.00
54210	335	Maintenance And Repair Service - Buildings	11/19/2021	1010272252	Relief Septic Repair & Service Inc.	900.00
54210	336	Maintenance And Repair Services - Equipment	11/04/2021	1010272139	HomeTrust Bank	31.98
54210	336	Maintenance And Repair Services - Equipment	11/10/2021	1010272195	Large Equipment Inc	571.64
54210	336	Maintenance And Repair Services - Equipment	11/19/2021	1010272253	REM Company Inc.	314.82

			COMMISSION	I APPROVA	L LISTING Date/Time:	Page: 9 11/29/2021 4:20:23 PM
АССТ	ОВ	Name	Date	Check Nbr	Description	Amount Paid
	-			_		
Fund:	Gene	eral Fund #(101)				
54210	340	Medical And Dental Services	11/04/2021	1010272140	Hospital Medicine Services of Tennessee PC	435.51
54210	340	Medical And Dental Services	11/04/2021	1010272169	University Radiology	1,099.00
54210	340	Medical And Dental Services	11/10/2021	1010272183	Emergency Coverage Corporation	356.20
54210	340	Medical And Dental Services	11/10/2021	1010272184	Eyecare Associates Inc	158.14
54210	340	Medical And Dental Services	11/10/2021	1010272191	Healthstar Physicians, Inc	318.75
54210	340	Medical And Dental Services	11/10/2021	1010272199	Mobile Images Acquisition LLC	3,485.00
54210	340	Medical And Dental Services	11/10/2021	1010272208	Southern Health Partners	53,716.90
54210	340	Medical And Dental Services	11/19/2021	1010272216	American Esoteric Laboratories	221.30
54210	340	Medical And Dental Services	11/19/2021	1010272229	Emergency Coverage Corporation	66.62
54210	340	Medical And Dental Services	11/19/2021	1010272233	Hamblen Anesthesia	907.50
54210	340	Medical And Dental Services	11/19/2021	1010272236	High Risk Obstetrical Consultants, PLLC	560.25
54210	340	Medical And Dental Services	11/19/2021	1010272263	University Radiology	98.00
54210	351	Rentals	11/04/2021	1010272159	T.E.G. Enterprises	170.00
54210	355	Travel	11/04/2021	1010272137	Gerry M Hambrick	147.50
54210	355	Travel	11/04/2021	1010272139	HomeTrust Bank	-432.96
54210	355	Travel	11/04/2021	1010272147	Joshua Steven Marsee	147.50
54210	410	Custodial Supplies	11/04/2021	1010272120	Chem Clean Systems LLC	2,383.70
54210	410	Custodial Supplies	11/04/2021	1010272142	Kelsan Inc	4,330.92
54210	410	Custodial Supplies	11/04/2021	1010272156	Quality Waste	235.00
54210	422	Food Supplies	11/04/2021	1010272167	Trinity Services Group, Inc.	22,455.88
54210	441	Prisoners Clothing	11/19/2021	1010272220	Bob Barker Company, Inc	593.96
54210	451	Uniforms	11/19/2021	1010272258	Summit Uniform Solutions, Inc.	36.00
54210	599	Other Charges	11/04/2021	1010272116	Bob Barker Company, Inc	586.80

1010272180 Canon Solutions America, Inc

1010272220 Bob Barker Company, Inc

1010272141 Katom

11/10/2021

11/04/2021

11/19/2021

54210

54210

54210

599

Other Charges

790 Other Equipment

710 Food Service Equipment

147.75

637.41

2,592.00

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ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	eral Fund #(101)					
54210		Jail			Check Count: 34	Total:	104,512.09
54250	307	Communication	11/04/2021	1010272119	Century Link/Business Services		12.58
54250	307	Communication	11/10/2021	1010272214	Verizon Wireless		85.85
54250	349	Printing, Stationery And Forms	11/19/2021	1010272254	Rix Copies		77.00
54250	399	Other Contracted Services	11/04/2021	1010272170	Uptrust, Inc.		450.00
54250	425	Gasoline	11/10/2021	1010272189	Fuelman		204.86
54250		Work Release Program			Check Count: 5	Total:	830.29
54410	307	Communication	11/04/2021	1010272115	Chris E Bell		56.00
54410	338	Maintenance And Repair Services - Vehicles	11/04/2021	1010272150	Morristown Ford		440.41
54410	338	Maintenance And Repair Services - Vehicles	11/19/2021	1010272242	Lakeway Detail Shack		100.00
54410	425	Gasoline	11/10/2021	1010272189	Fuelman		276.17
54410	506	Liability Insurance	11/19/2021	1010272225	Correll Insurance Group LLC		785.00
54410	599	Other Charges	11/10/2021	1010272206	SOS Computers, LLC		871.92
54410	599	Other Charges	11/10/2021	1010272214	Verizon Wireless		34.00
54410	708	Communication Equipment	11/04/2021	1010272139	HomeTrust Bank		395.50
54410		Civil Defense			Check Count: 8	Total:	2,959.00
54610	307	Communication	11/04/2021	1010272129	Field2Base, Inc.		230.00
54610	307	Communication	11/10/2021	1010272214	Verizon Wireless		170.00
54610	312	Contracts With Private Agencies	11/04/2021	1010272143	Knox County Medical Examiner		3,700.00
54610	312	Contracts With Private Agencies	11/04/2021	1010272144	Teresa A. Kreceman		600.00
54610	312	Contracts With Private Agencies	11/10/2021	1010272202	National Medical Services, Inc.		239.00
54610	399	Other Contracted Services	11/04/2021	1010272124	Eddie Davis		750.00
54610	399	Other Contracted Services	11/04/2021	1010272132	Todd E Giles		240.00
54610	399	Other Contracted Services	11/04/2021	1010272138	Jeffrey E. Holt		560.00
54610	399	Other Contracted Services	11/04/2021	1010272155	Jimmy W Peoples		280.00

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	OB	Name	Date	Check Nbr	Description		Amount Paid
Fund	Gono	eral Fund #(101)					
54610	399	Other Contracted Services	11/04/2021	1010272160	Claude Thompson JR		640.00
54610 54610	399 399		11/04/2021		Tom C Thompson MD		
	299	Other Contracted Services	11/04/2021	1010272101	·		2,208.33
54610		County Coroner/Medical Examiner			Check Count: 11	Total:	9,617.33
54900	790	Other Equipment	11/04/2021	1010272173	WCCTV INC		9,218.40
54900		Other Public Safety			Check Count: 1	Total:	9,218.40
55110	309	Contracts With Government Agencies	11/04/2021	1010272119	Century Link/Business Services		72.17
55110	309	Contracts With Government Agencies	11/04/2021	1010272135	Hamblen County Clerk		42.00
55110	309	Contracts With Government Agencies	11/04/2021	1010272142	Kelsan Inc		104.73
55110	309	Contracts With Government Agencies	11/04/2021	1010272163	TMA Services, LLC		1,500.00
55110	309	Contracts With Government Agencies	11/10/2021	1010272178	AT&T		-190.50
55110	309	Contracts With Government Agencies	11/10/2021	1010272180	Canon Solutions America, Inc		18.07
55110	309	Contracts With Government Agencies	11/19/2021	1010272217	Atmos Energy		120.93
55110	309	Contracts With Government Agencies	11/19/2021	1010272244	Mildred's Florist & Gifts, Inc.		50.00
55110	309	Contracts With Government Agencies	11/19/2021	1010272248	MUS Fibernet		12.00
55110	355	Travel	11/04/2021	1010272114	Yulma Citlaly Castro Alvarez		53.58
55110	355	Travel	11/04/2021	1010272148	Aliana A Mathes		60.16
55110	355	Travel	11/04/2021	1010272174	Brodie T West		60.16
55110	355	Travel	11/04/2021	1010272175	Sarah Jane Wolfe		56.40
55110		Local Health Center			Check Count: 13	Total:	1,959.70
55120	307	Communication	11/10/2021	1010272214	Verizon Wireless		153.10
55120	312	Contracts With Private Agencies	11/19/2021	1010272246	Morristown-Hamblen Humane Soc		20,000.00
55120	338	Maintenance And Repair Services - Vehicles	11/19/2021	1010272228	East Main Service Center		124.35
55120	425	Gasoline	11/10/2021	1010272189	Fuelman		545.06
55120	451	Uniforms	11/04/2021	1010272139	HomeTrust Bank		164.22

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АССТ	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Gene	ral Fund #(101)					
55120		Rabies And Animal Control			Check Count: 5	Total:	20,986.73
55710	309	Contracts With Government Agencies	11/19/2021	1010272241	Keep M'town Hamblen Beautiful		1,451.12
55710		Sanitation Management			Check Count: 1	Total:	1,451.12
56700	307	Communication	11/04/2021	1010272172	Verizon Wireless		50.02
56700	307	Communication	11/10/2021	1010272201	MUS Fibernet		134.22
56700	336	Maintenance And Repair Services - Equipment	11/04/2021	1010272145	Lane Sales Power Equipment		200.74
56700	336	Maintenance And Repair Services - Equipment	11/04/2021	1010272153	NAPA Auto Parts Of Morristown		42.32
56700	410	Custodial Supplies	11/04/2021	1010272156	Quality Waste		235.00
56700	412	Diesel Fuel	11/19/2021	1010272265	Voyager Fleet Systems Inc		228.35
56700	415	Electricity	11/10/2021	1010272176	Appalachian Electric Co-Op		23.01
56700	415	Electricity	11/19/2021	1010272245	Morristown Utilities		2,790.00
56700	425	Gasoline	11/19/2021	1010272265	Voyager Fleet Systems Inc		319.92
56700	454	Water And Sewer	11/19/2021	1010272245	Morristown Utilities		2,749.00
56700	599	Other Charges	11/19/2021	1010272230	English Mountain Spring Water		31.00
56700		Parks And Fair Boards			Check Count: 9	Total:	6,803.58
57100	140	Salary Supplements	11/04/2021	1010272168	University Of TN Extension		41,495.98
57100	307	Communication	11/04/2021	1010272119	Century Link/Business Services		4.41
57100	355	Travel	11/10/2021	1010272197	Debra Long		33.37
57100	355	Travel	11/19/2021	1010272260	TN 4-H Foundation		100.00
57100		Agricultural Extension Service			Check Count: 4	Total:	41,633.76
57300	316	Contributions	11/10/2021	1010272210	TN Dept Of Agr/Forestry Div		1,000.00
57300		Forest Service			Check Count: 1	Total:	1,000.00
58300	307	Communication	11/04/2021	1010272119	Century Link/Business Services		1.80
58300	355	Travel	11/04/2021	1010272139	HomeTrust Bank		201.60

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			Page: Date/Time: 11/29/2021 4:20:23					
АССТ	ОВ	Name	Date	Check Nbr	Description			Amount Paid
Fund:	Gene	ral Fund #(101)						
58300		Veterans' Services			Check Count:	2	Total:	203.40
58600	299	Other Fringe Benefits	11/19/2021	1010272234	Hamblen Co Dept Of Educat	tion		137.50
58600	399	Other Contracted Services	11/10/2021	1010272186	Food City			6.98
58600		Employee Benefits			Check Count:	2	Total:	144.48
91110	712	Heating And Air Conditioning Equipment	11/04/2021	1010272154	Nies Mechanical, LLC			17,745.00
91110	718	Motor Vehicles	11/29/2021	1010272269	Tarr Chevrolet Co., Inc.			23,500.50
91110		General Administration Projects			Check Count:	2	Total:	41,245.50
					G	eneral	Fund #(101) Total:	357,721.22

			COMMISSIO	N APPROVA	L LISTING Date/Tim	Ŭ	e: 14 23 PM
АССТ	ОВ	Name	Date	Check Nbr	Description	Amoun	ıt Paid
Fund:	Solid	Waste/Sanitation Fund #(116)					
55710	299	Other Fringe Benefits	11/19/2021	1160024497	Hamblen Co Dept Of Education		37.50
55710	302	Advertising	11/19/2021	1160024494	Citizen Tribune		234.90
55710	336	Maintenance And Repair Services - Equipment	11/19/2021	1160024495	Freightliner of Arizona, LLC	1,4	414.01
55710	336	Maintenance And Repair Services - Equipment	11/19/2021	1160024498	Knoxville Rubber & Gasket Co., Inc.		155.22
55710	336	Maintenance And Repair Services - Equipment	11/19/2021	1160024499	NAPA Auto Parts Of Morristown	8	890.55
55710	336	Maintenance And Repair Services - Equipment	11/19/2021	1160024502	Turner Industrial Supply, Inc.	3	347.02
55710	359	Disposal Fees	11/04/2021	1160024491	Hamblen County-Morristown Solid Waste	66,9	915.82
55710	412	Diesel Fuel	11/19/2021	1160024496	Fuelman	12,4	487.27
55710	425	Gasoline	11/19/2021	1160024496	Fuelman		241.07
55710	451	Uniforms	11/19/2021	1160024493	Cintas Corp., Loc. 207	Ę	580.72
55710	499	Other Supplies And Materials	11/19/2021	1160024501	James D Taber	6	658.88
55710		Sanitation Management			Check Count: 10	Total: 83,9	962.96
					Solid Waste/Sanitation Fund #(116)	Total: 83,9	962.96

			COMMISSIO	N APPROVA	L LISTING	Date/Time:	Page: 15 11/29/2021 4:20:23 PM
АССТ	ОВ	Name	Date	Check Nbr	Description		Amount Paid
Fund:	Drug	Control Fund #(122)					
54150	140	Salary Supplements	11/19/2021	1220002807	Hamblen County Government		6,000.00
54150	201	Social Security	11/19/2021	1220002807	Hamblen County Government		372.00
54150	204	State Retirement	11/19/2021	1220002807	Hamblen County Government		630.00
54150	212	Employer Medicare	11/19/2021	1220002807	Hamblen County Government		87.00
54150	351	Rentals	11/04/2021	1220002804	T.E.G. Enterprises		65.00
54150	351	Rentals	11/19/2021	1220002805	BC & M Development		1,000.00
54150	355	Travel	11/19/2021	1220002806	Brad Gilmer		352.00
54150	355	Travel	11/19/2021	1220002808	Christopher Sanner		352.00
54150	355	Travel	11/19/2021	1220002809	Eugene R Watson		352.00
54150	355	Travel	11/19/2021	1220002810	Marti E Wolfe		352.00
54150	401	Animal Food And Supplies	11/04/2021	1220002802	HomeTrust Bank		50.33
54150	415	Electricity	11/04/2021	1220002803	MUS Fibernet		240.05
54150		Drug Enforcement			Check Count: 9	Tota	al: 9,852.38
					Drug Control	l Fund #(122) Tota	al: 9,852.38

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Amount Pai		Description	Check Nbr	Date	Name	ОВ	АССТ
					vay/Public Works Fund (#131)	Highv	Fund:
174.2		AT&T	1313043756	11/10/2021	Communication	307	61000
117.1		Verizon Wireless	1313043757	11/10/2021	Communication	307	61000
270.0		CDC Holdings	1313043763	11/19/2021	Data Processing Services	317	61000
440.0		East Tennessee Plumbing	1313043766	11/19/2021	Other Contracted Services	399	61000
2,018.0		Morristown Utilities	1313043755	11/04/2021	Electricity	415	61000
675.1		Holston Electric Cooperative	1313043769	11/19/2021	Electricity	415	61000
922.1		Amerigas Propane LP	1313043758	11/19/2021	Propane Gas	442	61000
131.9		Ernest A Burzell	1313043762	11/19/2021	Other Charges	599	61000
94.9		Cintas Corp., Loc. 207	1313043764	11/19/2021	Other Charges	599	61000
694.2		Lowe's	1313043772	11/19/2021	Other Charges	599	61000
309.9		Smoky Mountain Farmers Co-Op	1313043777	11/19/2021	Other Charges	599	61000
48.0		UniFirst First Aid Corp	1313043781	11/19/2021	Other Charges	599	61000
94.9		Jeffrey Lynn Wisecarver	1313043784	11/19/2021	Other Charges	599	61000
5,991.0	Total:	Check Count: 13			Administration		61000
7,895.4		Apac Atlantic, Inc	1313043759	11/19/2021	Asphalt - Hot Mix	404	62000
8,193.2		Blalock & Sons Inc	1313043760	11/19/2021	Asphalt - Hot Mix	404	62000
1,249.9		Newport Paving & Ready Mix	1313043776	11/19/2021	Asphalt - Hot Mix	404	62000
2,613.6		Vulcan Materials Company	1313043782	11/19/2021	Crushed Stone	409	62000
5,563.8		Straight Path Distributing	1313043779	11/19/2021	Pipe - Metal	440	62000
568.2		Cintas Corp., Loc. 207	1313043764	11/19/2021	Uniforms	451	62000
26,084.2	Total:	Check Count: 6			Highway And Bridge Maintenance		62000
2,664.7		Fuelman	1313043767	11/19/2021	Diesel Fuel	412	63100
2,780.0		Combs Equipment Group LLC	1313043765	11/19/2021	Equipment Parts - Heavy	416	63100
624.7		Interstate Battery System	1313043770	11/19/2021	Equipment Parts - Heavy	416	63100
291.3		Interstate Tractor	1313043771	11/19/2021	Equipment Parts - Heavy	416	63100
1,358.6		Maury County Equipment	1313043773	11/19/2021	Equipment Parts - Heavy	416	63100

Return to Regular Calendar

			COMMISSION APPROVAL LISTING			Date/Time:	Page: 17 11/29/2021 4:20:23 PM	
ACCT	ОВ	Name	Date	Check Nbr	Description		Amount Paid	
Fund:	High	way/Public Works Fund (#131)						
63100	416	Equipment Parts - Heavy	11/19/2021	1313043774	NAPA Auto Parts Of Morristown		1,156.95	
63100	416	Equipment Parts - Heavy	11/19/2021	1313043778	Stowers Machinery Corporation		1,265.33	
63100	416	Equipment Parts - Heavy	11/19/2021	1313043783	Weller Truck Parts		2,089.76	
63100	425	Gasoline	11/19/2021	1313043761	BP		76.30	
63100	425	Gasoline	11/19/2021	1313043767	Fuelman		2,095.79	
63100	450	Tires And Tubes	11/19/2021	1313043768	Goforth Tire & Auto, Inc		2,023.50	
63100		Operation And Maintenance Of Equipment			Check Count: 10	Tota	l: 16,427.05	
					Highway/Public Works	Fund (#131) Tota	l: 48,502.33	



P.O. Box 9 • 825 West First North St. • Morristown, TN 37815 • Ph. 423-586-6382

November 23, 2021

Mayor Bill Brittain Hamblen County 511 W. Second North St. Morristown, TN 37814

Dear Bill:

At a special called meeting of the Industrial Development Board of the City of Morristown on October 26, 2021, the Board reviewed and accepted an application for tax increment financing for the Bellwood Farms development project located on W. Andrew Johnson Hwy. and requested that an Economic Impact Plan be produced for consideration. During a subsequent meeting on November 22, 2021, a Public Hearing was held and then the board considered and approved of the Economic Impact Plan for the Bellwood Farms project.

Attached is the Resolution and Economic Impact Plan for the project for the County Commission to review. The Board requests that this item be placed on the agenda for the December 16<sup>th</sup> meeting for Commission members to consider. If approved, the plan will move forward and the Industrial Board will prepare legal documents for the plan to be put into place.

Please feel free to contact me with any questions.

Sincerely,

mbel h

( Marshall Ramsey Secretary

MR/jb

### **RESOLUTION 21-25**

## A RESOLUTION OF THE COUNTY COMMISSION OF HAMBLEN COUNTY, TENNESSEE APPROVING AN ECONOMIC IMPACT PLAN FOR THE BELLWOOD FARMS DEVELOPMENT AREA

WHEREAS, The Industrial Development Board of the City of Morristown, Tennessee (the "Board") has submitted to Hamblen County, Tennessee (the "County") an economic impact plan (the "Economic Impact Plan") regarding the development of an area generally located at the intersection of W. Andrew Johnson Highway and S. Bellwood Road, in Hamblen County, Tennessee (the "Plan Area"); and

WHEREAS, the development of the Plan Area is expected to include a retail shopping center with retail shops and restaurants (the "Project"); and

WHEREAS, the Economic Impact Plan would permit certain tax increment financing ("Tax Increment Financing") to be provided pursuant to Chapter 53, Title 7 of the Tennessee Code Annotated (the "Act"); and

WHEREAS, the Board has approved the submission to the County of the Economic Impact Plan at a meeting on November 22, 2021; and

WHEREAS, the proceeds of the Tax Increment Financing would be used to pay or finance eligible costs under the Act (the "TIF Eligible Costs") relating to the development of the Plan Area; and

WHEREAS, certain incremental property tax revenues (the "TIF Revenues") that result from the development of the Plan Area under the Economic Impact Plan will be allocated to the Board as provided in the Economic Impact Plan to be used to pay debt service of the Tax Increment Financing; and

WHEREAS, in accordance with the Economic Impact Plan, the Board would issue the Tax Increment Financing to a lender or lenders to finance the TIF Eligible Costs and would pledge the TIF Revenues to such lender or lenders to apply to the debt service on the Tax Increment Financing; and

WHEREAS, the Tax Increment Financing shall not represent or constitute a debt or pledge of the faith and credit or the taxing power of the Board, the City of Morristown, Tennessee or the County; and

WHEREAS, the Board of Directors of the Board has approved and submitted the Economic Impact Plan to the County Commission of Hamblen County, Tennessee for approval in accordance with Tenn. Code Ann. § 7-53-312; and

WHEREAS, the Board of Directors of the Board held a public hearing related to the Economic Impact Plan and a summary of that public hearing has been provided to the County Commission of Hamblen County.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Hamblen County, Tennessee (the "County Commission"), that (i) the Economic Impact Plan, in the form attached hereto as <u>Exhibit A</u>, being in the interests of the citizens of Hamblen County, Tennessee, is hereby approved by the County Commission and (ii) the officers of the County are authorized to take all appropriate action to carry out the terms of the Economic Impact Plan.

Adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

County Mayor

Chairman of the County Commission

ATTEST:

County Clerk

## EXHIBIT A

## [economic impact plan]

31818458.1

## THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MORRISTOWN, TENNESSEE

### ECONOMIC IMPACT PLAN

## FOR

## **BELLWOOD FARMS DEVELOPMENT AREA**

## I. Authority for Economic Impact Plan

Industrial development corporations ("IDBs") are authorized under Tenn. Code Ann. § 7-53-312 to prepare and submit to cities and counties an economic impact plan with respect to an area that includes a project within the meaning of Tenn. Code Ann. § 7-53-101 and such other properties that the IDB determines will be directly improved or benefited due to the undertaking of a project. Tennessee Code Annotated § 7-53-312 also authorizes cities and counties to allocate new incremental tax revenues, which arise from the area subject to the economic impact plan, to the IDB to promote economic development, to pay the cost of projects or to pay debt service on bonds or other obligations issued by the IDB to pay the costs of projects.

## II. The Project

Bellwood Farms, LLC, a Tennessee limited liability company, or an affiliate thereof (collectively, the "Developer") has purchased and/ or contracted for the purchase of certain tracts of real property comprising approximately 42 acres in Hamblen County, Tennessee. All but approximately 1 acre of the property is within the city limits of the City of Morristown, Tennessee. The property, located approximately at 4185 W. Andrew Johnson Highway, is bounded to the north by W. Andrew Johnson Highway and bounded to the west by S. Bellwood Road. The property consists of eight parcels which have been identified as tax parcels 040 041.00, 040 041.01, 040 045.02, 040 045.00, 040 045.01, 040 045.03, 040 LE 001.00, and 040 LE 002.00 (collectively, the "Developer Parcel").

The Developer Parcel is ideally situated for commercial development. The Developer desires to undertake a significant multi-use development on the Developer Parcel. This development, which is expected to be undertaken in two phases, is expected to include a retail shopping center comprised of retail shops and restaurants. The development is collectively referred to herein as the "Project." Each component of the Project is expected to be an eligible project within the meaning of Tenn. Code Ann. § 7-53-101(15).

In order to make the Project financially feasible, the Developer has requested that Hamblen County, Tennessee (the "County") and the City of Morristown, Tennessee (the "City") approve, as part of this Economic Impact Plan, a plan for tax increment financing through The Industrial Development Board of the City of Morristown, Tennessee (the "Board") pursuant to Title 7, Chapter 53 of Tennessee Code Annotated to provide funds to pay a portion of the costs of the improvements that are needed to permit the construction and operation of the Project. The proceeds of the tax increment financing would be used to pay eligible costs, in accordance with the Tax Increment Act (as defined below), relating to the Project.

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### III. Boundaries of Plan Area

The Project is generally located southeast of the intersection of W. Andrew Johnson Highway and S. Bellwood Road, across W. Andrew Johnson Highway from Honda Morristown. The Project is located within the City and the County, with the exception of one parcel, Parcel No. 040 LE 002.00, which is outside City limits. The area that would be subject to this Economic Impact Plan, and to the tax increment financing provisions described below, includes only the property on which the Project will be located. The area that will be subject to this Economic Impact Plan (the "Plan Area") is shown on Exhibit A attached hereto. A list of the parcels included in the Plan Area is also attached as part of Exhibit A. The Plan Area is hereby declared to be subject to this Economic Impact Plan, and the Plan Area.

## IV. Financial Assistance to Project

The Board will provide financial assistance to the Project by applying the proceeds of the tax increment financing described herein to pay or reimburse all or a portion of eligible costs that will be incurred by the Developer in connection with the development of the Project. These eligible costs include the costs of public infrastructure, which is defined under Tenn. Code Ann. § 9-23-102(16) as roads, streets, publicly-owned or privately-owned parking lots, facilities or garages, traffic signals, sidewalks or other public improvements that are available for public use, utility improvements and storm water and drainage improvements, whether or not located on public property or a publicly-dedicated easement.

Tenn. Code Ann. § 9-23-108 does not permit the application of incremental tax revenues to pay costs other than the costs of public infrastructure without first receiving a written determination from the Comptroller of the State of Tennessee (the "State") and the Commissioner of Economic and Community Development of the State that the use of tax increment revenues for such purposes is in the best interest of the State. The Developer shall not seek a written determination from the State without the prior approval of the Board by resolution of the Board. The Board will not apply the proceeds of the tax increment financing authorized hereunder to pay costs as to which such a written determination is required without first obtaining such written determination.

The Board will pay and/or reimburse the Developer for all or a portion of the eligible costs, including any costs approved by a written determination of the State, upon receipt of adequate documentation of such costs but only with the proceeds of the tax increment financing provided herein. In connection with the issuance of any tax increment financing, the Board and the Developer will enter into a development agreement specifying the scope and the cost of the improvements and fees to be paid and/or reimbursed.

## V. Expected Benefits to City and County

Numerous benefits will accrue to the City and the County as a result of the development of the Plan Area. The development of retail shopping centers and restaurants, such as the Project, will assist the City, the County and the Board in promoting economic development. When companies select locations for manufacturing, distribution and office facilities, a significant factor that is considered by site selection firms is the quality of life for the companies' employees in each community being considered as a possible location. By providing a wider array of retail shopping and dining choices, the Project will assist the Board with economic development recruiting and help expand the economic base of the City and County.

Both the City and the County are also expected to receive substantial additional taxes as a result of the development of the Plan Area. The ad valorem real property taxes for the Plan Area for the year 2020 were \$9,521.79 for the City and \$12,334.00 for the County, which are the base taxes relating to the Plan Area. Development of the Plan Area will increase the value of the real property within the Plan Area, leading to an increase in ad valorem real property taxes. Following the reappraisal of the Project after construction is completed, the annual real property taxes payable are expected to be approximately \$220,779 to the City and approximately \$278,386 to the County, for a total of \$499,165 in annual real property taxes. Of this total, the base taxes described above plus approximately \$152,650 in taxes that are allocable to paying debt service on the City's and the County's general obligation debt will be retained by the City and the County. These additional taxes for debt service will immediately benefit the City and the County. After the tax increment financing described below is paid, the remaining incremental property tax revenues will be payable to the City and the County, and the City and the County will benefit from those incremental taxes at that point and for years to come. The City and the County will also benefit from additional personal property taxes to the extent not allocated to pay debt service on the tax increment financing described below.

Furthermore, the City and the County are expected to receive substantial additional sales tax revenues as a result of the development of the Project. All of the retailers and restaurants that are expected to locate in the Project are new to the City and the County, which should result in additional sales that may otherwise occur outside of the County and in new local sales tax revenues for both the City and the County. When the retail and restaurant operations in the Project are at full projected sales volumes, the annual local sales tax revenue generated is projected to be \$976,250.

Additionally, during the construction of the Project, 50 to 75 direct construction jobs are anticipated. After construction is complete, the retail and restaurant operations are expected to support a total of 450 to 470 new full time jobs. The wages from these jobs will result in new local tax revenues.

## VI. Distribution of Property Taxes and Tax Increment Financing

a. <u>Distribution of Taxes</u>. Property taxes, including personal property taxes, imposed on the property located within the Plan Area shall be allocated and distributed as provided in this subsection. The taxes assessed by the County and the City on the real and personal property within the Plan Area will be divided and distributed as follows in accordance with Tenn. Code Ann. § 7-53-312(c) and Title 9, Chapter 23 of the Tennessee Code Annotated, being the Uniformity in Tax Increment Financing Act of 2012 (the "Tax Increment Act"):

i. The portion of the real and personal property taxes payable with respect to the

Plan Area equal to the year prior to the date of approval of this Economic Impact Plan (the "Base Tax Amount") shall be allocated to and, as collected, paid to the County and the City as all other taxes levied by the County and the City on all other properties; provided, however, that in any year in which the taxes on the property within the Plan Area are less than the Base Tax Amount, there shall be allocated and paid to the County and the City only the taxes actually imposed.

ii. 75% of the excess of real and personal property taxes over the Base Tax Amount (the "TIF Revenues") shall be allocated and, as collected, paid into a separate fund of the Board, created to hold such payments until the tax proceeds in the fund are to be applied to pay debt service on the obligations expected to be issued by the Board that are described to pay eligible costs, as described above.

This allocation is subject to the provisions of Tenn. Code Ann. §7-53-312(j) and the Tax Increment Act, which requires that taxes levied upon property within the Plan Area for the payment of debt service of the County and the City shall not be allocated to the Board. Furthermore, in accordance with the Board's TIF Policies, for each year that TIF Revenues are allocated to the Board, the Board is authorized to retain an annual Administrative Fee in the amount of \$500.00 (the "Annual Administrative Fee"); provided, however, that in accordance with Tenn. Code Ann. § 9-23-105, the Annual Administrative Fee in any year shall not exceed 5% of the TIF Revenues for such year.

The Developer expects to resubdivide the Developer Parcel into multiple parcels in order to facilitate the phased development of the Plan Area. The base taxes with respect to the Developer Parcel shall be allocated to each parcel created by the Developer on a pro-rated basis using the acreage of each subdivided parcel as a percentage of the total acreage of the original Developer Parcel.

The Board is authorized to make all calculations of TIF Revenues on the basis of each parcel within in the Plan Area instead of on an aggregate basis as permitted by the Tax Increment Act. If the Board opts to have such calculations made based upon each parcel, the Board shall give notice to the City and the County that such methodology will be used prior to the first allocation date of any TIF Revenues.

As permitted by the Tax Increment Act, the Board is hereby authorized to separately group one or more parcels with the Plan Area for purposes of calculating and allocating the TIF Revenues, and in such case, the allocation of TIF Revenues shall be calculated and made based upon each such parcel or group of parcels, and not the entire Plan Area. The Board is specifically authorized to undertake such grouping of parcels at any time that this Plan is effective as of the beginning of any year (but not later than the fifth full year commencing after the execution of the initial development agreement with the Developer, provided that the Board may extend such grouping deadline by not to exceed an additional five years without the further approval of the City and County), and the Board may reserve the right in any development agreement with the Developer to regroup one or more parcels for purposes of making the calculations of TIF Revenues hereunder. The Board shall give notice of any such grouping of parcels to the City and the County.

The Board is also authorized to designate that the allocation of TIF Revenues from any parcel or group of parcels shall begin in different years in order to match TIF Revenues with the application of TIF Revenues for the purposes provided herein, subject to the maximum allocation period as to any parcel provided below, provided that allocation of TIF Revenues as to any parcel in the Plan Area must commence no later than the fifth full year after the execution of the initial development agreement with the Developer, provided that the Board may extend such commencement deadline by not to exceed an additional five years without the further approval of the City and County. The Board shall give notice of any such designation to the City and the County.

Allocations of TIF Revenues collected by the City and the County that are not delinquent shall be made as to each tax year no later than sixty (60) days after the date such taxes would be delinquent in payment, allocations of TIF Revenues relating to delinquent taxes shall be made not later than sixty (60) days from when such TIF Revenues are collected by the City or the County.

b. <u>TIF Obligations</u>. In order to pay for or reimburse eligible costs, as described above, needed for the Project, the Board intends to use the incremental tax revenues that it would receive as a result of the adoption of the Economic Impact Plan to pay debt service on obligations incurred to finance such costs. This tax increment financing will be structured as follows:

i. The Board will borrow not to exceed \$2,500,000 (not including refinancings) through the issuance and sale of notes, bonds or other obligations of the Board in multiple series from time to time as each component of the Project is undertaken. The Board shall pledge any and all TIF Revenues allocated to the Board pursuant to this Economic Impact Plan to the payment of such notes, bonds or other obligations, including, without limitation, principal and interest thereon. In no event will the obligations issued by the Board be considered a debt or obligation of the County or the City in any manner whatsoever, and the source of the funds to satisfy the Board's payment obligations thereunder shall be limited solely to the TIF Revenues and shall otherwise be non-recourse to the Board. As each series of the notes, bonds or other obligations are issued, the Developer shall apply to the Board, under the applicable policies of the Board, for the issuance of the applicable series of notes, bonds or other obligations and demonstrate, at such time, that the TIF Revenues to be realized from such component of the Project will be sufficient to pay debt service on the notes, bonds or other obligations requested to be issued by the Developer.

ii. The proceeds of the notes, bonds or obligations shall be used to pay eligible costs relating to the Project as described above together with expenses of the Board in connection with the Project and the tax increment financing and capitalized interest on the notes, bonds or other obligations for a maximum period of two (2) years from the date of completion of the Project.

Any development agreement with the Developer shall provide for such portion of the tax

increment revenues as the Board, the County and/or the City require under any applicable policies to be withheld for administrative expenses to be so withheld, which amount shall not exceed the amount permitted by the Tax Increment Act, and for such withheld amounts to be applied as required by such policies.

c. <u>Time Period</u>. Taxes on the real and personal property within the Plan Area will be divided and distributed as provided in this Plan for a period, as to each parcel in the Plan Area, not in excess of ten (10) tax years as to any parcel, but, in any event, such allocations shall cease when there are not eligible costs, including debt service, to be paid from the TIF Revenues.

d. <u>Finding of Economic Benefit</u>. The Board, the County and the City, by the adoption of this Economic Impact Plan, find that the use of the TIF Revenues as described herein, is in furtherance of promoting economic development in the City and County and that costs to be financed as described herein are costs of the Project.

### VII. Approval Process

Pursuant to Tenn. Code Ann. § 7-53-312, the process for the approval of this Economic Impact Plan is as follows:

a. The Board holds a public hearing relating to the proposed Economic Impact Plan after publishing notice of such hearing in a newspaper of general circulation in the County and the City at least two (2) weeks prior to the date of the public hearing. The notice must include the time, place and purpose of the hearing as well as notice of how a map of the subject area may be viewed by the public. Following such public hearing, the Board may submit the Economic Impact Plan to the County and the City for their approval.

b. The governing bodies of the County and the City must approve the Economic Impact Plan. The Economic Impact Plan may be approved by resolution of the County Commission or the City Council, whether or not the local charter provisions of the governing bodies provide otherwise. If either the County or the City make any changes to this Economic Impact Plan in connection with their approval hereof, such changes must be approved by the Board and the governing body of the City or County that did not make such change for the Plan to be effective.

c. Once the Economic Impact Plan has been approved by the governing bodies of the County and the City, the Plan and related documentation shall be filed with the local taxing officials and the Comptroller of the State as required by the Tax Increment Act and annual statements of incremental tax revenues allocated to the Board shall be filed with the State Board of Equalization as required by the Tax Increment Act. The Board will also comply with all other procedural requirements of the Tax Increment Act and other applicable laws.

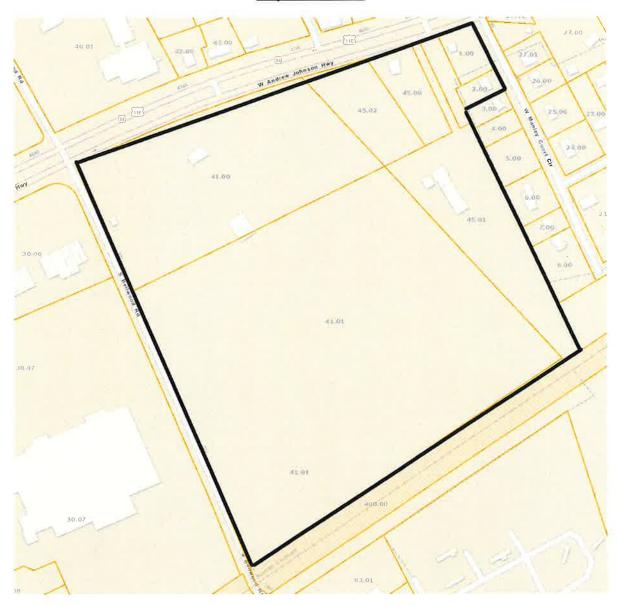
### Exhibit A (to Economic Impact Plan)

### Parcels comprising the Plan Area

Tax ID Number	2020 City Taxes	<u>2020 County</u> <u>Taxes</u>	<u>Total Base</u> <u>Taxes</u>
040 041.00	\$ 1,338.57	\$ 1,688.00	\$ 3,026.57
040 041.01	\$ 128.76	\$ 162.00	\$ 290.76
040 045.02	\$ 829.80	\$ 1,046.00	\$ 1,875.80
040 045.00	\$ 1,782.16	\$ 2,247.00	\$ 4,029.16
040 045.01	\$ 3,639.69	\$ 4,589.00	\$ 8,228.69
040 045.03	\$ 581.21	\$ 733.00	\$ 1,314.21
040L E 001.00	\$ 1,221.60	\$ 1,540.00	\$ 2,761.60
040L E 002.00	\$ 0.00	\$ 329.00	\$ 329.00
TOTAL	\$9,521.79	\$12,334.00	\$21,855.79

\*Note: The base taxes referenced above will be the base taxes if this Economic Impact Plan is approved during calendar year 2021. Pursuant to Tenn. Code Ann. § 7-53-312(c)(1) and 9-23-102(1), the base taxes are the property taxes that were levied and payable for the Plan Area for the year prior to the date this Economic Impact Plan is approved. Thus, if this Economic Impact Plan is not approved until 2022, then the base taxes will be based on the property taxes for the Plan Area that were levied and payable in 2021.

Map of Plan Area



31816554.3

# **BUDGET AMENDMENTS**



For the December 2021 Commission Meeting

#101

-2

Fund

DEPT:

Sheriff's Department

Description	Increase	Decrease
INCREASE APPROPRIATIONS:		
Deputies	\$ 3,000.00	
Lieutenants	\$ 1,500.00	
Sergeants	\$ 1,500.00	
Social Security	\$ 372.00	
State Retirement	\$ 630.00	
Employer Medicare	\$ 87.00	
INCREASE REVENUE:		
Miscellaneous Refunds		\$ 7,089.0
	INCREASE APPROPRIATIONS: Deputies Lieutenants Sergeants Social Security State Retirement Employer Medicare INCREASE REVENUE:	INCREASE APPROPRIATIONS:       \$ 3,000.00         Deputies       \$ 1,500.00         Lieutenants       \$ 1,500.00         Sergeants       \$ 1,500.00         Social Security       \$ 372.00         State Retirement       \$ 630.00         Employer Medicare       \$ 87.00         INCREASE REVENUE:       • • • • • • • • • • • • • • • • • • •

Brief Descriptions of issue:

To budget the reimbursement from the Drug Fund for payment of the Narcotic Officers' Salary Supplement. The General Fund makes the payment to remit the payroll taxes but the funds are budgeted in the Drug Fund.

Signature:

Title :

Date:

For Fin	ance Department Only:
Review	red by:
Budget	Amendment:



For the December 2021 Commission Meeting

#101

Fund

DEPT:

**Planning Department** 

Description	Increase	Decrease
INCREASE APPROPRIATIONS:		
Deputies	\$ 50.00	
Secretaries	\$ 940.00	
DECREASE FUND BALANCE:		
Unassigned Fund Balance		\$ 990.0
	INCREASE APPROPRIATIONS: Deputies Secretaries DECREASE FUND BALANCE:	INCREASE APPROPRIATIONS:

f <u>Descriptions of issue:</u> screase Planning budget for final payout for retired employee.	
crease Planning budget for final payout for retired employee.	

Signature: tarex Repartment november manager Title : 3 Date:

For Finance	Department Only:
Reviewed by	:

.

Budget Amendment: \_\_\_\_\_

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



For the December 2021 Commission Meeting

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
52310.106	Deputies	\$ 600.00	
52310.204	State Retirement	\$ 35.00	
	à		
	DECREASE FUND BALANCE:		
39000.000	Unassigned Fund Balance		\$ 635.0

<u>Brief Descriptions of issue:</u> To increase Reappraisal budget to adjust to actual salary for employ	yee who went to 30 hours per week.
Signature: D. Keth Chr	For Finance Department Only:
Title: Assessiv of Property	Reviewed by: Budget Amendment:

Date:

Date:

11-30-21

Return to Regular Calendar



For the December 2021 Commission Meeting

Fund #101 DEPT: Drug Court

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
53330.207	Medical Insurance	\$ 3,500.00	
	DECREASE FUND BALANCE:		
39000.000	Unassigned Fund Balance		\$ 3,500.0
		3500	3.50

<u>Brief Descriptions of issue:</u> To increase Drug Court medical insurance line for change in coverage.	

Signature:	Renny Unight	
Title :	Co-Ordinator	_
Date:	12/1/2021	

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



DR. JEFF PERRY Superintendent

#### BOARD OF EDUCATION

Shahin Assadnia

Carolyn Clawson

Joe Gibson, Jr.

Roger Greene

James Grigsby

Janice Haun

Clyde Kinder

### HAMBLEN COUNTY DEPARTMENT OF EDUCATION

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

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

### AMENDMENT #3 2021-2022

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #3 to the 2021-2022 General Purpose School Budget. This amendment was approved by the Board of Education on November 9, 2021.

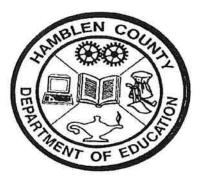
On June 24, 2021, the Hamblen County Commission approved a General Purpose School Budget in the amount of \$93,433,454.30. Amendment #1 increased the budget to \$93,501,914.11. Amendment #2 increased the budget to \$93,725,494.84. Amendment #3 will increase the budget to \$93,764,519.84.

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

Superintendent of Schools

# HAMBLEN COUNTY DEPARTMENT OF EDUCATION 2021-2022 Dr. Jeff Perry, Superintendent of Schools

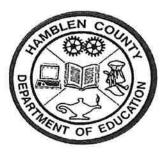
GENERAL PURPOSE AMENDMENT #3



			HAMBLEN COUNTY	SCHOOLS			
		GEN	ERAL PURPOSE SCH		ET		
			2021-2022				
			AMENDMENT #3 - EX	KIERNAL			
EXPENDITURE							
CODE	TITLE	BUDGET	INCREASE	DECRE	ASE	ACTUAL	PURPOSE
		40,000,00	6 42 560 00		2	\$ 29 560 00	NISWONGER PROJECT ON TRACK TUTORING GRAN
71100-189	OTHER SALARIES AND WAGES	\$ 16,000.00	\$ 12,560.00	\$		\$ 28,560.00 \$ 2,020,822.00	NISWONGER PROJECT ON TRACK TUTORING GRAN
71100-201	SOCIAL SECURITY	\$ 2,020,010.00	\$ 812.00	\$	2		NISWONGER PROJECT ON TRACK TOTORING GRAN
71100-212	EMPLOYER MEDICARE	\$ 475,953.00	\$ 193.00	s		\$ 476,146.00	
71100-429	INSTRUCTIONAL SUPPLIES AND MATERIALS	\$ 522,224,00	\$ 3,750,00	\$	<u>*</u>	\$ 525,974.00	HCEXCELL ARTS GRANT
72210-189	OTHER SALARIES AND WAGES	\$ 179,425.00	\$ 12,000.00	\$	•	\$ 191,425.00	NISWONGER PROJECT ON TRACK TUTORING GRAN
72210-201	SOCIAL SECURITY	\$ 113,143.00	\$ 776.00	Ş	*	\$ 113,919.00	NISWONGER PROJECT ON TRACK TUTORING GRANT
72210-212	EMPLOYER MEDICARE	\$ 26,225.00	\$ 184.00	\$	Ę.	\$ 26,409.00	NISWONGER PROJECT ON TRACK TUTORING GRANT
72210-524	IN-SERVICE / STAFF DEVELOPMENT	\$ 82,950.00	5 8,750.00	\$	8	\$ 91,700.00	HCEXCELL ARTS GRANT
	TOTALS	\$ 3,435,930.00	\$ 39,025.00	\$	<u>.</u>	\$ 3,474,955.00	
	NET INCREASE		\$ 39,025.00				
			HAMBLEN COUNTY	SCHOOLS			
		GEN	ERAL PURPOSE SCH		ET		
			2021-2022				
			AMENDMENT #3 - E)	KTERNAL	_		
REVENUE							
CODE	TITLE	BUDGET	INCREASE	DECRE	ASE	ACTUAL	PURPOSE
44570	CONTRIBUTIONS AND GIFTS	\$ 193,086.00	\$ 39,025.00	\$	£	\$ 232,111.00	HCEXELL ARTS GRANT (\$12,500)
							NISWONGER PROJECT ON TRACK TUTORING GRAN
	TOTALS	\$ 193,086.00	\$ 39,025.00	\$		\$ 232,111.00	(\$26,525)
	NET INCREASE		\$ 39,025.00				
						<i>2</i> 7	

HAMBLEN COUNTY DEPARTMENT OF EDUCATION QUARTERLY EXPENDITURE REPORT Dr. Jeff Perry, Superintendent of Schools

> FIRST QUARTER 2021-2022



GENERAL PURPOSE	BUDGET	SPENT	REMAINING	PERCENT REMAINING
REGULAR INSTRUCTION	\$ 47,306,931.29	\$ 8,880,252.83	\$38,426,678.46	81.23%
SPECIAL EDUCATION	7,461,411.00	1,206,417.92	6,254,993.08	83.83%
VOCATIONAL EDUCATION	3,799,137.38	684,583.09	3,114,554.29	81.98%
STUDENT BODY	213,000.00	83,337.60	129,662.40	60.87%
ATTENDANCE	4,000.00	42.77	3,957.23	98.93%
HEALTH SERVICES	879,511.00	171,672.38	707,838.62	80.48%
OTHER STUDENT SUPPORT	1,788,518.00	358,624.65	1,429,893.35	79,95%
INSTRUCTIONAL ADMINISTRATION	2,761,913.00	527,847.89	2,234,065.11	80.89%
SPECIAL EDUCATION ADMINISTRATION	1,165,091.00	170,171.21	994,919.79	85.39%
VOCATIONAL EDUCATION ADMINISTRATION	258,886.00	61,097.69	197,788.31	76.40%
TECHNOLOGY	1,845,051.00	705,630.88	1,139,420.12	61.76%
BOARD OF EDUCATION	1,394,885.14	678,724.96	716,160.18	51.34%
OFFICE OF THE DIRECTOR	713,286.00	161,546.59	551,739.41	77.35%
OFFICE OF THE PRINCIPAL	5,260,546.00	983,494.41	4,277,051.59	81.30%
FISCAL SERVICES	702,866.00	161,920.74	540,945.26	76.96%
OPERATION OF PLANT	6,607,584.00	1,203,933.37	5,403,650.63	81.78%
MAINTENANCE OF PLANT	1,625,809.00	398,196.34	1,227,612.66	75.51%
TRANSPORTATION	3,727,026.00	1,122,424.15	2,604,601.85	69.88%
EXTENDED SCHOOL PROGRAM/FAM. RESOURCE	581,219.30	133,680.38	447,538.92	77.00%
EARLY CHILDHOOD EDUCATION	1,289,999.00	214,192.89	1,075,806.11	83.40%
REGULAR CAPITAL OUTLAY	3,587,000.00	940,656.39	2,646,343.61	73.78%
EDUCATION DEBT SERVICE	500,000.00	500,000.00	ž.	0.00%
TRANSFERS	1,028,244.00	1,000,000.00	28,244.00	2.75%
TOTALS	\$ 94,501,914.11	\$ 20,348,449.13	\$74,153,464.98	78.47%

				PERCENT
FEDERAL PROGRAMS - CONSOLIDATED ADMIN.	BUDGET	SPENT	REMAINING	REMAINING
REGULAR INSTRUCTION	\$ 195,266.97	\$ 47,672.80	\$ 147,594.17	75.59%
TOTALS	\$ 195,266.97	\$ 47,672.80	\$ 147,594.17	75.59%

				PERCENT
FEDERAL PROGRAMS - TITLE I	BUDGET	SPENT	REMAINING	REMAINING
REGULAR INSTRUCTION	\$ 1,743,533.00	\$ 263,899.69	\$ 1,479,633.31	84.86%
OTHER STUDENT SUPPORT	40,936.00	27,589.04	13,346.96	32.60%
REGULAR INSTRUCTION	691,259.00	32,169.74	659,089.26	95.35%
TRANSPORTATION	10,000.00		10,000.00	100.00%
TRANSFERS	16,783.00		16,783.00	100.00%
TOTALS	\$ 2,502,511.00	\$ 323,658.47	\$ 2,178,852.53	87.07%

Charles and the second s				PERCENT
FEDERAL PROGRAMS - TITLE IIA	BUDGET	SPENT	REMAINING	REMAINING
REGULAR INSTRUCTION	404,067.03	54,391.39	349,675.64	86.54%
TRANSFERS	7,547.00		7,547.00	100.00%
TOTALS	\$ 411,614.03	\$ 54,391.39	\$ 357,222.64	86.79%

						PERCENT
FEDERAL PROGRAMS - TITLE III		BUDGET	SPENT	ſ	REMAINING	REMAINING
REGULAR INSTRUCTION	S	129,764.61	\$ 22,149.42	\$	107,615.19	82.93%
OTHER STUDENT SUPPORT		36,062.00	3,236.28		32,825.72	91.03%
TRANSFERS		2,481.00	 •		2,481.00	100.00%
TOTALS	\$	168,307.61	\$ 25,385.70	\$	142,921.91	84.92%

						PERCENT
FEDERAL PROGRAMS - TITLE IV		BUDGET		SPENT	REMAINING	REMAINING
REGULAR INSTRUCTION	\$	44,801.06	\$	57,021.93	(12,220.87)	-27.28%
HEALTH SERVICES		154,004.00		26,064.49	127,939.51	83.08%
REGULAR INSTRUCTION		1,000.00		9 <b>2</b> 5	1,000.00	100.00%
TRANSFERS	5	3,000.00			3,000.00	100.00%
TOTALS	S	202,805.06	S	83,086.42	\$ 119,718.64	59.03%

The second				PERCENT
FEDERAL PROGRAMS - TITLE IX HOMELESS ED.	 BUDGET	 SPENT	REMAINING	REMAINING
REGULAR INSTRUCTION	\$ 69,000.00	\$ 6,965.24	62,034.76	89.91%
TRANSPORTATION	1,000.00	-	1,000.00	100.00%
TOTALS	\$ 70,000.00	\$ 6,965.24	\$ 63,034.76	90.05%

					PERCENT
FEDERAL PROGRAMS - TITLE IX ARP HOMELESS 1.0	BUDGET	 SPENT	F	REMAINING	REMAINING
OTHER STUDENT SUPPORT REGULAR INSTRUCTION	\$ 2,500.00 131,290.99	\$ 3,103.39	\$	2,500.00 128,187.60 2,500.00	100.00% 97.64% 100.00%
TRANSPORTATION TOTALS	\$ 2,500.00 136,290.99	\$ 3,103.39	\$	133,187.60	97.72%

PERCENT REMAINING REMAINING SPENT BUDGET FEDERAL PROGRAMS - CARL PERKINS 97.08% 145,630.66 \$ 4,246.52 \$ 141,384.14 \$ VOCATIONAL EDUCATION 93.46% 25,235.47 1,764.53 27,000.00 OTHER STUDENT SUPPORT 87.53% 8,753.36 1,246.64 10,000.00 VOCATIONAL EDUCATION 100.00% 1,601.52 1,601.52 TRANSFERS 176,974.49 96.06% 7,257.69 \$ 184,232.18 \$ \$ TOTALS

Return to Regular Calendar

					P	EMAINING	PERCENT
FEDERAL PROGRAMS - IDEA		BUDGET		SPENT	K		KEMANNO
	\$	2,273,285.00	\$	413,652.77	<b>\$</b> 1	,859,632.23	81.80%
SPECIAL EDUCATION SPECIAL EDUCATION	φ	177,023.00	¥	14,987.29	•	162,035.71	91.53%
TOTALS	\$	2,450,308.00	\$	428,640.06	\$ 2	2,021,667.94	82.51%
						아이프말했다	
							PERCENT
FEDERAL PROGRAMS - IDEA COMPENSATORY SVCS.		BUDGET		SPENT	R	EMAINING	REMAINING
	\$		\$		\$		
	Ф		φ		Ψ		
SPECIAL EDUCATION TOTALS	\$		\$		\$		
IOIALS	Ě						
							PERCENT
FEDERAL PROGRAMS - SPED PRESCHOOL		BUDGET		SPENT	F	EMAINING	REMAINING
	•	74,565.00	\$	13,922.94	\$	60,642.06	81.33%
	\$	2,262.00	Ð	10,022.04	Ű	2,262.00	100.00%
	\$	76,827.00	\$	13,922.94	\$	62,904.06	81.88%
TOTALS	Ě	10,001,00	-				
						145 31	1
paraticipation and an and an and							PERCENT
FEDERAL PROGRAMS - ESSER (CARES) 1.0	_	BUDGET		SPENT	F	REMAINING	REMAINING
	æ	228 507 22	\$	2,085.08	\$	326,512.25	99.37%
	\$	328,597.33 106,509.40	Φ	16,083.66	Ψ	90,425.74	84.90%
TECHNOLOGY	\$	435,106.73	\$	18,168.74	\$	416,937.99	95.82%
TOTALS		1001100110	-	and the second second	-		

				PERCENT
FEDERAL PROGRAMS - ESSER (CARES) 2.0	BUDGET	SPENT	REMAINING	REMAINING
<u>.</u>				
REGULAR INSTRUCTION	\$ 3,960,831.11	\$ 1,636,723.00	\$ 2,324,108.11	58.68%
SPECIAL EDUCATION	63,075.00	15,060.65	48,014.35	76.12%
VOCATIONAL EDUCATION	284,459.00	9,115.26	275,343.74	96.80%
HEALTH SERVICES	362,019.00	24,323.19	337,695.81	93.28%
REGULAR INSTRUCTION	595,863.28	131,502.46	464,360.82	77.93%
SPECIAL EDUCATION	2,400.00	-	2,400.00	100.00%
TECHNOLOGY	114,100.00		114,100.00	100.00%
OFFICE OF THE PRINCIPAL	4,110.22	4	4,110.22	100.00%
OPERATION OF PLANT	911,189.27	289,193.90	621,995.37	68.26%
MAINTENANCE OF PLANT	7,000.00	*	7,000.00	100.00%
TRANSPORTATION	135,000.00	9,741.60	125,258.40	92.78%
COMMUNITY SERVICES	60,000.00		60,000.00	100.00%
REGULAR CAPITAL OUTLAY	1,956,792.96	950.00	1,955,842.96	99.95%
TOTALS	\$ 8,456,839.84	\$ 2,116,610.06	\$ 6,340,229.78	74.97%

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				PERCENT
FEDERAL PROGRAMS - ESSER (CARES) 3.0	BUDGET	SPENT	REMAINING	REMAINING
REGULAR INSTRUCTION	\$ 5,302,946.00	\$-	\$ 5,302,946.00	100.00%
SPECIAL EDUCATION	258,842.00		258,842.00	100.00%
VOCATIONAL EDUCATION	835,138.00		835,138.00	100.00%
HEALTH SERVICES	247,747.00	2	247,747.00	100.00%
OTHER STUDENT SUPPORT	752,920.82	5	752,920.82	100.00%
REGULAR INSTRUCTION	646,560.00	ŝ	646,560.00	100.00%
SPECIAL EDUCATION	15,970.00	*	15,970.00	100.00%
VOCATIONAL EDUCATION	2,933.00	5	2,933.00	100.00%
TECHNOLOGY	230,026.00	2	230,026.00	100.00%
DIRECTOR OF SCHOOLS	3,506.00	-	3,506.00	100.00%
OFFICE OF THE PRINCIPAL	151,934.00		151,934.00	100.00%
FISCAL SERVICES	3,101.00	-	3,101.00	100.00%
OPERATION OF PLANT	214,987.00		214,987.00	100.00%
MAINTENANCE OF PLANT	8,599.00	×	8,599.00	100.00%
TRANSPORTATION	86,958.00	*	86,958.00	100.00%
FOOD SERVICE	40,154.00		40,154.00	100.00%
COMMUNITY SERVICES	7,302.00	ŭ.	7,302.00	100.00%
EARLY CHILDHOOD EDUCATION	17,346.00	×	17,346.00	100.00%
REGULAR CAPITAL OUTLAY	11,146,092.00	₹.	11,146,092.00	100.00%
INDIRECT COST	200,000.00	<u> </u>	200,000.00	100.00%
TOTALS	\$ 20,173,061.82	\$ -	\$20,173,061.82	100.00%

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							PERCENT
FEDERAL PGMS INNOVATIVE HIGH SCHOOLS GRANT		BUDGET		SPENT	F	REMAINING	REMAINING
VOCATIONAL EDUCATION	\$	1,783,797.00	\$	15,812.48	\$	1,767,984.52	99.11%
VOCATIONAL EDUCATION		144,126.00		4,897.89		139,228.11	96.60%
TRANSPORTATION	_	72,077.00	-	-	_	72,077.00	100.00%
TOTALS	\$	2,000,000.00	\$	20,710.37	\$	1,979,289.63	98.96%
	- 1 -						

				PERCENT
FEDERAL PGMS CTE TEC PATHWAYS GRANT	BUDGET	SPENT	REMAINING	REMAINING
VOCATIONAL EDUCATION	\$ 31,782.00	\$ 16,797.00	\$ 14,985.00	47.15%
TRANSPORTATION	44,113.00	15,936.00	28,177.00	63.87%
TOTALS	\$ 75,895.00	\$ 32,733.00	\$ 43,162.00	56.87%
				PERCENT
FEDERAL PGMS LITERACY STIPEND GRANT	BUDGET	SPENT	REMAINING	REMAINING
REGULAR INSTRUCTION PROGRAM	\$ 110,000.00	\$ 96,114.55	\$ 13.885.45	12.62%
TOTALS	\$ 110,000.00	\$ 96,114.55	\$ 13,885.45	12.62%
		1.1.1.1.1.1.1		
TOTAL FEDERAL PROGRAMS	\$ 37,649,066.23	\$ 3,278,420.82	\$34,370,645.41	91.29%

Permit	2021 Date	Applicant	Туре	Address	Construction	Permit	SW	Plumbing	Mech.	Gas	Total	Tax Map	Group	Parcel
21-0456	11/1/21	Rick Braxton	Detached Carport	656 Parkway Drive	\$4,000.00	\$25.00	0.68	guidiner	meen.	049	\$25.00	026B	B	011.00
				-	34,000.00	52500								1
21-0457P	11/2/21	Hubbard Plumbing	Plumbing	3449 Heath Cliff Rd				\$120.00			\$120.00	049		009.41
21-0458	11/3/21	Michael Marecic	Garage	1070 Sarah Way	\$20,000.00	\$330.00					\$330.00	027H	D	020 00
21-0459	11/3/21	James C. Davis	Inground Pool	5785 Kay Drive	\$21,034.00	\$50.00					\$50.00	027G	D	003.00
21-0460	11/3/21	Tina Black	Demolition	4065 Harbor View Drive			-				\$0.00	017C	A	033.00
21-0461	11/3/21	Chris Rickett	Carport	2793 Sulphur Springs Rd	\$1,000,00	\$25.00					\$25.00	049		008.04
21-0462	11/3/21	Dish Wireless	Tower Up-grade	2391 Kidwell Ridge Rd	\$56,000.00	\$200.00	_				\$200.00	031	-	008 00
21-0463**	11/4/21	J Russell/S Voelke	House	1233 Cordell Hull Rd	relssued	\$580,10					\$580.10	024		089.03
21-0464M**	11/4/21	J Russel/S Voelke	Mechanical	1233 Cordell Hull Rd	reissued						\$0,00	024		089.03
21-0465	11/5/21	Gary Lowe	Storage Bldg	1282 Cedat Creek Rd	\$4,500.00	\$50.00					\$50.00	018		051.05
21-0466	11/5/21	Andrew Miley	(2) Storage Bldgs	7567 St Clair Rd	\$6,000.00	\$96.00					\$96.00	012		025.08
21-0467**	11/9/21	Terry Wolfe	Garage	3322 Springvale Rd	\$100,000.00	\$0.00					\$0,00	043		098.02
21-0468	11/9/21	Tanya Large	Storage Bldg	2593 Oakcrest Drive	\$0.00	\$98.00					\$98,00	017F	C	010.00
21-0469	11/10/21	Billy McGhee	DWMH	3252 Cherokee Drive	\$125,000.00	\$350.00					\$350,00	023		105.00
21-0470	11/12/21	Donald Armentrout	Garage	2100 Fall Creek Rd	\$10,200.00	\$186.00				_	\$186.00	011		069.16
21-0471	11/12/21	Donald Lane	Rennnovation	6550 E. Andrew Johnson Hwy	\$22,500.00	\$211.50					\$211.50	019G	A	003.00
21-0472P	11/13/21	Donald Lane	Plumbing	6550 E Andrew Johnson Hwy				\$45.00			\$45.00	019G	A	003.00
21-0473	11/16/21	Vittoriano Luzio	DWMH	617 B. Bellwood Rd	\$97,000.00	\$350.00					\$350,00	040		029.00
21-0474	11/16/21	John Grooms	Garage	2177 Old Cedar Lane	\$4,000.00	\$200.00					\$200.00	0390	F	016.02
21-0475	11/16/21	Richard Dean	Storage Bldg	3106 Helton Lane	\$5,000.00	\$40.00					\$40.00	050		124.05
21-0476	11/16/21	Kimberly Castaned	Storage Bldg	1097 Murrell Rd	\$7,000.00	\$50.00					\$50.00	040H	с	001.00
C-21-0477	11/18/21	Melvin Greene	(2) Storage Bidgs	7276 St Clair Rd	\$260,000.00	\$5,280.00					\$5,280.00	012		026.43
21-0478	11/18/21	Sheena Johnson	Above-ground Pool	2233 Three Springs Rd	\$5,600.00	\$50.00					\$50.00	012		001.02
21-0479	11/19/21	Steve Thompson	Deck/Cover/Addition	1487 Windfield Drive	\$45,000.00	\$230.00					\$230.00	0356L	с	035.00
21-0479	11/19/21	Jake Bryant	House 2952 sq ft	4531 Cameron Rd	\$505,000.00	\$1,444.80	\$100.00				\$1,544.80	040		005.00
21-0480 21-0481M	11/19/21	Jake Bryant	Mechanical	4531 Cameron Rd	2000,000.00	21,14,00	0.00.00		\$20.00	\$25.00	\$45.00	040		005.00
21-0481M	11/19/21	Ruth Kirk	Garage	1315 Brogan Rd	\$2,000.00	\$112.50			02000	010,00	\$112.50	055		020.00
					\$800.00	\$55.00					\$55.00	049		088.02
21-0483	11/22/21	Susie Hayes	deck/Cover	2767 Sulphur Springs Rd		\$350.00					\$350.00	012K	A	017.00
21-0484	11/22/21	Rose White	DWMH	1066 Hershey Drive	\$100,134.59							0090		023.00
21-0485	11/23/21	Thomas Kubis	Garage	2746 Tanasi Trail	\$75,000.00	\$360.00					\$360.00	0090 011D	A	056.00
21-0486	11/29/21	Tranham/Guzman	House 2140 sq ft	6353 Coves Edge Trail	\$385,000.00	\$1,025.50	\$100.00					121000	A	
21-0487M	11/29/21	Tranham/Guzman	Mechanical	6353 Coves Edge Trail					\$20.00		\$20,00	011D	A	056.00
21-0468P	11/29/21	Tranham/Guzman	Plumbing	6353 Coves Edge Trail				\$105.00			\$105,00	011D	A	056.00
21-0489	11/29/21	Martin Worthington	Garage/Storage Bldg	1714 Cedar Creek Rd	\$1,500.00	\$45.00					\$45,00	018		048.06
21-0490	11/29/21	Kaitlyn Rickard	Storage Bldg	5828 Buell Street	\$2,000.00	\$0.00					\$0.00	054E	D	001.03
21-0491	11/30/21	Brittany Burton	House 4223 sq ft	3098 Hellon Lane	\$513,000.00	\$1,887.25	\$100.00				\$1,987.25	050		124 03
21-0492M	11/30/21	Brittany Burton	Mechanical	3098 Helton Lane					\$60.00		\$60,00	050		124.03
21-0493	11/30/21	English Mtn Const	Addition	439 Fox Drive	\$50,000.00	\$189,00					\$189,00	048A	B	002.00
	-										\$0.00		-	-
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-					\$2,428,268,59	****	6200.00	6070.00	£400.00	825.00	\$14.565.65			-
_	Total			Total:				-	\$100.00	\$25.00				-
Running	Total				\$18,430,602.67	\$65,487.60	\$3,300.00	\$3,370.00	\$1,017.50	\$165.00	\$93,340.10			
												Marca 1	1 months	
Issued r	ew permit			e footage. Old permit # 20-0315	Total No.	Amount		Total				ETHRA	Monthly	
	& 20	-0316M issued 8/5/2	020	CHO and Miscellaneous		\$25.00		\$25.00				HOMES	0	0
1/9/21 Per	ermit #14	1406 Renewal only	from 2019	Re-Zoning Request		\$0.00		\$0.00	Grand		<b>\$14,807.65</b>			
			**Ag Exempt/no fee	Variance Request		\$0.00		\$0.00	Total:					
				Plat Approval		\$167,00		\$167.00						
		3 lots or	more	Land Disturbance/Development		\$0.00		\$0.00						
				Use on Review		\$50.00		\$50.00	2021-2022					
				USE ON REVIEW										
				Refunds		\$0.00		\$0,00	Running					
									Running Total:	\$93,582.10			F	Returr

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

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

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

December 14, 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 HAMBLEN COUNTY, TENNESSEE - NOVEMBER, 2021

Dear Bill:

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

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

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

With best regards, I remain,

Very truly yours,

Christopher P. Capps/alg

Christopher P. Capps

CPC/alg

Enclosures

https://cccblaw.sharepoint.com/sites/lawfiles/Shared Documents/Hamblen County/Letters/2021/Brittain,Bill(Invoice)-12-14-21.docx

# Capps & Byrd, LLP

1004 W. 1st North Street Morristown, TN 37814 INVOICE

Invoice # 762 Date: 12/14/2021 Due On: 01/13/2022

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

# 00027-Hamblen County Government

# **General Account**

Туре	Date	Description	Quantity	Rate	Total
Service	11/02/2021	E-mail from Trish Bowman re: memorandum - vacancy; e-mails from and to Bill Brittain re: pending litigation	0.10	\$150.00	\$15.00
Service	11/03/2021	Phone conference with Bill Brittain re; committee meeting; phone conference with Teresa West; draft letter; phone conference with Judge Snider	1.00	\$150.00	\$150.00
Service	11/04/2021	E-mail from Trish Bowman re: 11/8 committee meeting	0.05	\$150.00	\$7.50
Service	11/05/2021	E-mail from Art Knight re: pending litigation; e-mail from and to Bill Brittain re: vaccine mandate; pick up and deliver check to Trustee	0.60	\$150.00	\$90.00
Service	11/10/2021	E-mails from and to Art Knight re: pending litigation	0.05	\$150.00	\$7.50
Service	11/12/2021	E-mail from Trish Bowman re: 11/18 commission meeting; phone conference with Teresa West re: records request; phone conference with Bill Brittain re: county matters	0.35	\$150.00	\$52.50
Service	11/15/2021	Phone conference with Teresa West re: records request	0.20	\$150.00	\$30.00
Service	11/18/2021	Meeting with Bill Brittain, Sheriff and DA	1.00	\$150.00	\$150.00
Service	11/22/2021	Phone conference with Bob Ellis and Bill Brittain; e-mail from Bill Brittain re: credit rating - bonds	0.25	\$150.00	\$37.50
Service	11/30/2021	E-mail from Amber Lamance re: pending litigation	0.05	\$150.00	\$7.50

Total \$547.50

# **Detailed Statement of Account**

### **Current Invoice**

Due On	Amount Due	Payments Received	Balance Due
01/13/2022	\$547.50	\$0.00	\$547.50
		Outstanding Balance	\$547.50
		Amount in Trust	\$0.00
		Total Amount Outstanding	\$547.50
			01/13/2022 \$547.50 \$0.00 Outstanding Balance Amount in Trust

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

Please pay within 30 days.

# Capps & Byrd, LLP

INVOICE

1004 W. 1st North Street Morristown, TN 37814

Invoice # 763 Date: 12/14/2021 Due On: 01/13/2022

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

# 00068-Hamblen County Planning Department

# Planning

Туре	Date	Description	Quantity	Rate	Total
Service	11/02/2021	E-mails from and to Tommy McKinney re: resolution, letter/citation	0.25	\$150.00	\$37.50
Service	11/03/2021	E-mails from and to Tina Whitaker re: ROW; e-mail from Tina Whitaker re: Burke Lane; letter to Ausmus, e-mail to McKinney	0.70	\$150.00	\$105.00
Expense	11/04/2021	Postage: Certified mail to Ausmus	1.00	\$7.38	\$7.38
Service	11/05/2021	E-mails from and to Tommy McKinney re: Timothy Swain	0.10	\$150.00	\$15.00
Service	11/08/2021	E-mail from Tina Whitaker re: property	0.05	\$150.00	\$7.50
Service	11/09/2021	E-mails from and to Tommy McKinney re: hearing date	0.10	\$150.00	\$15.00
Service	11/11/2021	Johnson meeting with Evans	0.70	\$150.00	\$105.00
Service	11/12/2021	E-mail to Tina Whitaker, Tommy McKinney and Darrell Chase re: meeting	0.05	\$150.00	\$7.50
Service	11/15/2021	E-mails to and from Tina Whitaker, Tommy McKinney and Darrell Chase re: meeting	0.20	\$150.00	\$30.00
Service	11/16/2021	E-mails from and to Darrell Chase re: meeting; e-mails to and from Tina Whitaker re: Burke Lane; phone conference with Barry Poole; meeting with Tina, Tommy, Darrell and Hofer re: Johnson	1.15	\$150.00	\$172.50
Service	11/18/2021	Court appearance - Don Johnson	1.00	\$150.00	\$150.00
Service	11/30/2021	E-mails to and from Matthew Evans re: Johnson	0.25	\$150.00	\$37.50

Total \$689.88

# **Detailed Statement of Account**

### **Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
763	01/13/2022	\$689.88	\$0.00	\$689.88
			Outstanding Balance	\$689.88
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$689.88

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 # 761 Date: 12/14/2021 Due On: 01/13/2022

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

# 00043-Hamblen County Sheriff's Department

# **Sheriff's Department**

Туре	Date	Description	Quantity	Rate	Total
Service	11/01/2021	E-mail from Dwaine Evans re: hearing	0.05	\$150.00	\$7.50
Service	11/02/2021	E-mails from and to Link Gibbons Dwaine Evans; call to Kathy Terry; e-mails with Trish Bowman re: civil service public notice	0.50	\$150.00	\$75.00
Service	11/03/2021	E-mails to and from Debbie Hammond re: hearing date	0.10	\$150.00	\$15.00
Service	11/14/2021	Phone call to Court Reporter	0.10	\$150.00	\$15.00
Service	11/15/2021	Phone call to Court Reporter; deliberation hearing	1.10	\$150.00	\$165.00
Service	11/16/2021	Phone conference with Wayne Mize	0.25	\$150.00	\$37.50
Service	11/18/2021	E-mail from Debbie Hammond and from Bill Brittain	0.10	\$150.00	\$15.00
Service	11/19/2021	E-mail to Bill Brittain; e-mail to Link Gibbons; calls to Barringer Reporting	0.25	\$150.00	\$37.50
Service	11/23/2021	E-mails from Link Gibbons	0.10	\$150.00	\$15.00
Service	11/29/2021	E-mails from and to Link Gibbons and Dwaine Evans; phone conference with Bill Brittain; e-mail from Bill Brittain re: liability	0.40	\$150.00	\$60.00
Service	11/30/2021	E-mails from Link Gibbons and Dwaine Evans; phone conferences with Sheriff and Bill Brittain; e-mails from Tom Montgomery	1.00	\$150.00	\$150.00
			Т	otal	\$592.50

# **Detailed Statement of Account**

### **Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
761	01/13/2022	\$592.50	\$0.00	\$592.50
			Outstanding Balance	\$592.50
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$592.50

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

December 3, 2021

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

Dear Commissioners:

DEC U 6 2021 OFFICE OF HAMBLEN COUNTY MAYOR

The following Coroner calls were investigated by me during the month of November 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.

<pre># CASE# DATE NAME, 1. 21695 11-01-21 Mrs. 2. 21696 11-01-21 Mrs. 3. *21698 11-05-21 Mrs. 4. 21699 11-05-21 Mrs. 5. 21703 11-06-21 Mr. 6. 21704 11-06-21 Mrs. 7. 21708 11-09-21 Mr.</pre>	Norma Largen, 94, 248 Saint John's Road Brenda Ware, 74, 1285 Daniel Boone Drive Karen Snowden, 44, 4251 Old Highway 25E Carroll Holt, 85, Bybee, TN Wade Crainer, 80, 5466 Saint Paul Road Laura Golden, 89, 2383 Fern Circle
19. 21710 11-10-21 Mr.	Ernest Walker, Jr., 78, 138 Brittian Drive Theodore Bollman, 90, 451 Lockmere Drive
20. 21716 11-13-21 Mr.	Norman Boatman, 43, Bean Station, TN
21. 21721 11-16-21 Mr.	William Howard, 87, Jefferson City, TN
22. *21722 11-17-21 Mr.	Mark Smith, 52, Knoxville, TN
23. 21723 <b>1</b> 1-18-21 Mr.	Michael Ragan, 57, 4613 Shadowland Lane
24. 21724 11-18-21 Mrs.	Trula Bussell, 76, Harrogate, TN
25. 21730 11-20-21 Mr.	Herbert Haynes, 49, 158 Brittian Drive
26. 21731 11-21-21 Mrs.	Nancy Smith, 83, 529 North Jackson Street
27. 21732 11-21-21 Mrs.	Debra Flannigan, 74, 2021 North Economy Road
28. 21734 11-21-21 Mrs.	Sandra Hughling, 73, 1862 Carroll Road
29. 21740 11-24-21 Mr.	Russell Thacker, 60, Homeless (Chattanooga)
30. 21741 11-25-21 Mrs.	Geraldine Hensley, 83, 1124 Shannon's Little Mountain Road
31. 21744 11-27-21 Mr.	Gary Dasher, 71, 1755 Pimbrook Road
32. 21745 11-27-21 Mrs.	Mildred Bailey, 82, South Mills, NC
33. 21746 11-27-21 Mrs.	Doris Nelbon, 85, 348 Spring Hollow Road
34. 21747 11-28-21 Mrs.	Sally Mason, 69, 227 Barclay Landing
35. 21751 11-28-21 Mr.	Bill "Skeet" Jones, 96, 4669 Brockland Drive
36. 21755 11-30-21 Mr.	Robert Fitts, 82, 1110 Meadowlark Lane

If I may <u>ever</u> provide any additional information or assistance, please feel free to <u>contact me at any time</u> 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!

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

December 3, 2021

Hamblen County Commission C/O Mr. Bill Brittain, County Mayor Hamblen County Court House Morristown, Ten01nessee 37814

Dear Commissioners:

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

CALL# CASE#		NAME	, AGE, HOME ADDRESS *1
1. 21705	11-08-21	Mr.	Donald Carpenter, 87, 1459 South Devault Street
2. *21707	11-08-21	Mr.	Gary Mcintosh, 39, Homeless
3. 21709	11-09-21	Mr.	David Mead, 82, 511 West Donaldson Drive
4. 21715	11-12-21	Mrs.	Henrietta Winn, 88, 2411 Washington Avenue
5. 21726	11-18-21	Mr.	Charles McCarroll, 84, 616 Greenbriar Road
6. 21736	11-22-21	Mrs.	Michelle Brewer, 52, 1714 Boardwalk Circle
7. 21737	11-22 <b>-</b> 21	Mr.	Ricky Hoover, 57, 3250 Reed Chapel Road
8. 21738	11-23-21	Mr.	Gerald Boston, 86, Baneberry, TN
9. 21743	11-26-21	Mr.	Duane Zellner, 71, 840 South Sugar Hollow Road
10. 21752	11-29-21	Mr.	Charles Colyer, 80, Mooresburg, TN

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

10 Calls X \$40. = \$400.00

Sincerely,

SIGNATURE ON FILE Jimmy Peoples Deputy Coroner

erd/jp

- CC: Hamblen County Medical Examiner
- \* Indicates Autopsy Preformed
- \*1 All home addresses are Hamblen County unless otherwise stated.
- \*\* Omitted from last month's Report.
- E Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

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

December 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 December.

CALL-	# CASE#	DATE	NAME,	AGE, HOME ADDRESS *1
1.	21714	11-11-21	Mr.	Mark Sawyer, 62, 1230 McFarland Street
		11-18-21		Richard Jordon, 88, 5545 Dearing Road
З.	21729	11-20-21	Mrs.	Doris Gordon, 77, 432 Cleveland Avenue
4.	21733	11-21-21	Mr.	Ronnie Moon, 59, 528 East Sunset Hills
		11-21-21	Mr.	Jack Marquez, 75, 5267 Stuffel Road
6.		11-24-21		David Hurst, 73, 630 Breeding Pike Road
		11-28-21		Hattie Carver, 78, 301 North Park Avenue
		11-28-21		Andy Speers, 43, 6345 Beacon Light Road
		11-29-21		Brystal Mabe, 39, Greeneville, TN
10.	21756	11-30-21	Ms.	Cynthia Lawson, 63, 4569 Witt View Drive

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

Sincerely,

10 Calls X \$40. = \$400.00

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

erd/jrt

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

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

December 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 November.

CALL# CAS	L# DATE	NAME, AGE, HOME ADDRESS *1
1. **216	94 10-10-21 N	fr. Eddie Bohanan, 66, 1534 Jones Street
2. 216	97 11-02-21 N	fr. Jason Crawford, 51, 1700 Kidwell's Ridge Road
3. *217	)U 11-06-21 N	Ar. Kyle Perdue, 31, Homeless
4. 217	)1 11-07-21 N	As. Lindsev Smith, 50, 1459 Devault Street
5. 217	)2 11-08-21 N	fr. James Lakins, 52, 1267 Deneen Lane
6. 217	)6 11-08-21 N	fr. Bruce Walzer, 66, Rutledge, TN
7. 217	12 11-26-21 N	fr. Randall Coffman, 43, Washburn, TN
8. 217	50 11-28-21 N	Irs. Martha Ross, 77, 5860 Timber Creek Road
9. 217	54 11-30-21 N	fr. Jaxson Kerr, 1, 1393 Dandelion Circle

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

9 Calls X \$40. = \$360.00

Sincerely,

SIGNATURE ON FILE

Todd Giles Deputy Coroner

erd/tg

CC: Hamblen County Medical Examiner

\* Indicates Autopsy Preformed

\*\* 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

4232891262

p.5

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

December 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 December.

CALL# CASE# DATE NAME, AGE, HOME ADDRESS \*1

	21711 11-10-21 Mr.	
2.	21712 11-10-21 Mr.	Joseph Kersting, 82, 2282 Frank Hodge Road
З.	21713 11-11-21 Mr.	Robert Reed, 53, 625 Standifer Road
4.	21717 11-13-21 Mrs.	Margaret Love, 87, 7888 East Andrew Johnson Highway
5.	21718 11-13-21 Mr.	James Louthan, 82, Regency
6.	21719 11-15-21 Mr.	Kenneth Berry, 77, 5350 Brights Pike
7.	*21720 11-16-21 Mr.	James Clifton, 43, 138 Brittian Drive
8.	*21727 11-19-21 Mr.	Tyler Donovan, 33, 1015 Devault Street

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

8 Calls X \$40. = \$320,00

Sincerely,

SIGNATURE ON FILE

Jeffery Holt Deputy Coroner

erd/jh

CC: Hamblen County Medical Examiner

Indicates Autopsy Preformed

\*\* 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!

#### Hamblen County Government Jail / Justice Center Project Expenditures As of November 30, 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
<b>BurWil Construction</b>				
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		
i toperty requisition	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 Expanditures on Init / Justice Contex Project		*	A E10 701 00
	Total Expenditures on Jail / Justice Center Project		\$	4,510,701.88

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

### Hamblen County Government Personnel Committee

### Monday, December 6, 2021 Large Courtroom-Hamblen County Courthouse

### **MINUTES**

### Members Present:

Tim Horner, Jeff Akard, Eileen Arnwine, Randy DeBord, Thomas Doty, Tim Goins, Bobby Haun, Howard Shipley, James Stepp

### Members Absent:

Joe Huntsman, Sr., Wayne NeSmith, Taylor Ward

### Call to Order

Vice-Chairman Tim Horner called the meeting to order at 5:43 p.m.

#### Visitors Wishing to Address the Committee

None

### Old Business

a. None

#### **New Business**

- a. Approval of Education Pay Submissions *Motion (Jeff Akard/Randy DeBord, all in favor) to approve the Education Pay Submissions for December 2021.*
- b. Approval of Military Pay Submissions Motion (Tim Goins/Tim Horner, all in favor) to approve the Military Pay Submissions for December 2021.

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

a. None

### **Adjournment**

There being no further business Vice-Chairman Horner adjourned the meeting at 5:44 p.m.



PERSONNEL COMMITTEE

Chris Cutshaw Chairman

Tim Horner Vice-Chairman

> Jeff Akard Member

Eileen Arnwine Member

Randy DeBord Member

Thomas Doty Member

Tim Goins Member

Bobby Haun Member

Joe Huntsman, Sr. Member

Wayne NeSmith Member

> Mike Reed Member

Howard Shipley Member

> James Stepp Member

Taylor Ward Member

## Hamblen County Government PERSONNEL COMMITTEE

Monday, December 6, 2021 Immediately Following Adjournment of Finance Committee Large Courtroom – Hamblen County Courthouse

# AGENDA

1. Call to Order – Chairman Chris Cutshaw

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

3. Old Business – Chairman Chris Cutshaw a. None

4. New Business – Chairman Chris Cutshaw

a. Approval of Education Pay Submissions

b. Approval of Military Pay Submissions

5. Items of Interest (No Action Necessary) –Chairman Chris Cutshaw a. None

6. Adjournment – Chairman Chris Cutshaw

### HAMBLEN COUNTY, TENNESSEE OFFICE OF COUNTY MAYOR EDUCATION & MILITARY PAY APPLICANTS PRESENTED TO THE PERSONNEL COMMITTEE ON December 6, 2021

### **EDUCATION**

Last Name	First Name	Education	Amount
Lawson	Jenna	Bachelor's	\$850.00

### **MILITARY**

Last Name	First Name	Years of Service	Amount
Gilmer	Logan	2	\$350.00
Malone	Cody	8	\$350.00
Srock	James	16	\$1,600.00

### Hamblen County Government

**Public Services Committee** 

Monday, December 6, 2021 Large Courtroom-Hamblen County Courthouse

### **MINUTES**

#### **Members Present**

Tim Goins, Jim Stepp, Howard Shipley, Jeff Akard, Eileen Arnwine, Bobby Haun, Tim Horner,

#### Members Absent

Joe Huntsman, Sr. Wayne NeSmith

### Call to Order

Chairman Goins called the meeting to order at 5:44 p.m.

### Visitors Wishing to Address the Committee

None

### Old Business

a. None

### New Business

a. Hamblen County Sheriff's Department Surplus Items

Motion (Jeff Akard/Bobby Haun, all in favor) to approve the Hamblen County Sheriff's Department Surplus Items of 3 Dodge Chargers and 2 Ford Explorers.

b. Resolution 21-\_\_-Request to Apply for Urban Transportation Planning Grant (UTPG) for SR 160 Corridor Study.

Motion (Jeff Akard/Tim Horner, all in favor) to approve Resolution 21-\_\_\_- Request to Apply for Urban Transportation Planning Grant (UTPG) for SR 160 Corridor Study.

c. Resolution 21-\_\_\_\_-Resolution to Adopt a Reapportionment/Redistricting Plan for Hamblen County School Board.

Motion (Howard Shipley/Jeff Akard, all in favor) to approve Resolution 21-\_\_\_-Resolution to Adopt a Reapportionment/Redistricting Plan for Hamblen County School Board.

d. Resolution 21-\_\_\_\_-Resolution to Adopt a Reapportionment/Redistricting Plan for Hamblen County Road Commission..

Motion (Howard Shipley/Jeff Akard, all in favor) to approve Resolution 21-\_\_\_-Resolution to Adopt a Reapportionment/Redistricting Plan for Hamblen County Road Commission.

e. Resolution 21-\_\_\_\_-Resolution to Adopt a Reapportionment/Redistricting Plan for Hamblen County Constables.

Motion (Howard Shipley/Jeff Akard, all in favor) to approve Resolution 21-\_\_-Resolution to Adopt a Reapportionment/Redistricting Plan for Hamblen County Constables.

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

a. Comcast Fee Increases Notice

#### **Adjournment**

There being no further business Chairman Goins adjourned the meeting at 5:52 p.m.

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

Monday, December 6, 2021 Immediately Following Adjournment of the Personnel Committee Large Courtroom – Hamblen County Courthouse

# **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. Hamblen County Sheriff's Department Surplus Items-Captain Chad Mullins
  - b. Resolution 21- \_\_\_\_-Request to Apply for Urban Transportation Planning Grant (UTPG) for SR 160 Corridor Study -County Mayor Bill Brittain
  - c. Resolution 21- \_\_\_\_-Resolution to Adopt a Reapportionment/Redistricting Plan for Hamblen County-School Board- *Jeff Gardner, Administrator of Elections*
  - d. Resolution 21- \_\_\_\_- Resolution to Adopt a Reapportionment/Redistricting Plan for Hamblen County- Road Commission-Jeff Gardner, Administrator of Elections
  - e. Resolution 21- \_\_\_\_- Resolution to Adopt a Reapportionment/Redistricting Plan for Hamblen County- Constables-*Jeff Gardner, Administrator of Elections*

#### 5. Items of Interest (No Action Necessary) - Chairman Tim Goins

- a. Comcast Fee Increases Notice
- 6. Adjournment Chairman Tim Goins



#### 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 Esco R. Jarnagin Sheriff



Wayne Mize Chief Deputy

# Sheriff of Hamblen County

510 Allison Street Morristown, Tennessee 37814

November 22, 2021

To Whom It May Concern,

The Hamblen County Sheriff's Department is requesting to surplus the following vehicles. The Department has received and put into service the vehicles ordered during the 2019-2020 budget.

2013 Dodge Charger #542767 2013 Dodge Charger #721630 2012 Dodge Charger #276820 2013 Ford Explorer #25363 2013 Ford Explorer #25364

 PHONE:
 (423) 586-3781 - Administrative

 (423) 585-2720 - Jail

 FAX:
 (423) 587-1658 - Administrative

 (423) 587-1329 - Jail

Return to Regular Calendar

## RESOLUTION 21-26

#### SUPPORTING HAMBLEN COUNTY WISHING TO PURSUE THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) URBAN TRANSPORTATION PLANNING GRANT (UTPG) FOR THE SR160 CORRIDOR STUDY

WHEREAS, Hamblen County seeks to continually develop comprehensive plan elements which serve as guidelines for the maintenance and improvement of community public facilities and infrastructure, and

WHEREAS, the people of Hamblen County are afforded a continuous process whereby the transportation network within the area is maintained in an efficient and orderly manner while plans for future growth in traffic volumes, recreational and land uses are considered, and

WHEREAS, Hamblen County desires to improve the safety, security, and aesthetics of its roadways; and

WHEREAS, Hamblen County desires to apply for the FFY2022 Urban Transportation Planning Grant (UTPG), where state funds will pay for 90 percent of the grant and Hamblen County, in partnership with the City of Morristown and Hamblen County Board of Education, will pay the 10 percent (10%) local match in advance, if awarded; and

WHEREAS, the total amount of the grant shall not exceed \$200,000.00, and the grant applications are due by December 30, 2021; and

WHEREAS, Hamblen County wishes to have a corridor study done for SR160 from W Andrew Johnson Hwy to McClister Rd; and

NOW, THEREFORE BE IT RESOLVED that Hamblen County Commission does hereby approve this resolution to pursue the FFY2022 TDOT Urban Transportation Planning Grant.

Howard Shipley, Chairman Hamblen County Commission December 16, 2021 Date

Bill Brittain, County Mayor

Penny Petty, County Clerk

#### RESOLUTION-REAPPORTIONMENT/REDISTRICITNG PLAN-SCHOOL BOARD

#### RESOLUTION 21-<u>27</u>

#### RESOLUTION TO ADOPT A REAPPORTIONMENT/REDISTRICTING PLAN FOR HAMBLEN COUNTY

**WHEREAS**, *Tennessee Code Annotated*, Sections 5-1-111, requires that, at least every ten (10) years, county legislative bodies shall change the boundaries of districts if necessary to apportion the **school board body** so that the members represent substantially equal populations; and

**WHEREAS,** Hamblen County has prepared a plan consistent with the provisions of *Tennessee Code Annotated*, Section 5-1-111, which provides for a **school board body**, composed of  $\underline{7}$  members and which creates  $\underline{7}$  districts as depicted on the official redistricting map for Hamblen County prepared pursuant to *Tennessee Code Annotated*, Section 5-1-110.

**NOW, THEREFORE, BE IT RESOLVED** by the Hamblen County Legislative Body meeting in regular session at Morristown, Tennessee, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**SECTION 1.** There is hereby adopted a reapportionment plan for Hamblen County which provides for <u>7</u> school board districts each district consisting of <u>2</u> county commission districts thus totaling <u>7</u> school board members. The districts for members of the school board body are depicted on the official redistricting map for Hamblen County prepared pursuant to *Tennessee Code Annotated*, Section 5-1-110. A copy of the redistricting map is attached as <u>EXHIBIT A</u> to this resolution and is incorporated herein by reference.

**SECTION 2.** All members of the **school board body** shall be elected within the districts wherein the candidate seeks election.

**SECTION 3.** This plan shall take effect upon passage, the public welfare requiring it, provided that vacancies shall be filled in accordance with *Tennessee Code Annotated*, Section 5-1-104.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

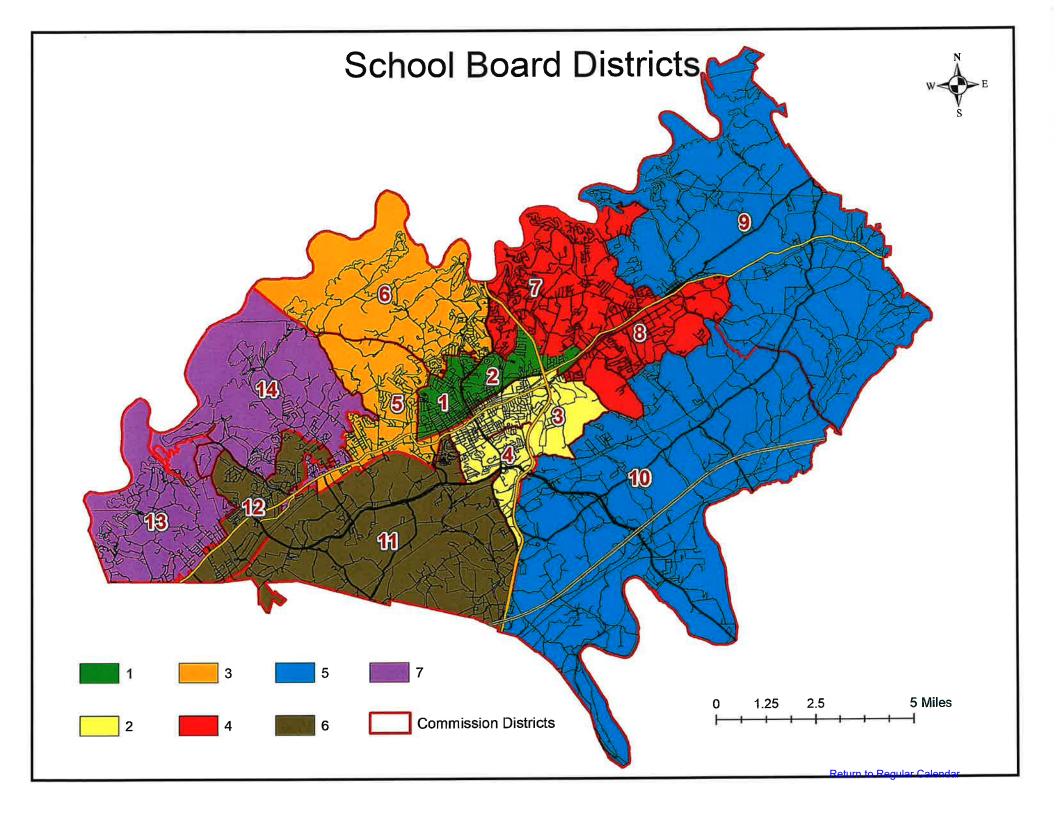
APPROVED

ATTEST

Chairman Hamblen County

Clerk

County Mayor



#### RESOLUTION-REAPPORTIONMENT/REDISTRICITNG PLAN-ROAD COMMISSION

#### RESOLUTION 21-<u>28</u>

#### RESOLUTION TO ADOPT A REAPPORTIONMENT/REDISTRICTING PLAN FOR HAMBLEN COUNTY

**WHEREAS**, *Tennessee Code Annotated*, Sections 5-1-111, requires that, at least every ten (10) years, county legislative bodies shall change the boundaries of districts if necessary to apportion the **road commissioners** so that the members represent substantially equal populations; and

**WHEREAS,** Hamblen County has prepared a plan consistent with the provisions of *Tennessee Code Annotated*, Section 5-1-111, which provides for a **road commission**, composed of <u>7</u> members and which creates <u>7</u> districts as depicted on the official redistricting map for Hamblen County prepared pursuant to *Tennessee Code Annotated*, Section 5-1-110.

**NOW, THEREFORE, BE IT RESOLVED** by the Hamblen County Legislative Body meeting in regular session at Morristown, Tennessee, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**SECTION 1.** There is hereby adopted a reapportionment plan for Hamblen County which provides for  $\underline{7}$  road commission districts each district consisting of  $\underline{2}$  county commission districts thus totaling  $\underline{7}$  road commission members. The districts for members of the road commission are depicted on the official redistricting map for Hamblen County prepared pursuant to *Tennessee Code Annotated*, Section 5-1-110. A copy of the redistricting map is attached as <u>EXHIBIT A</u> to this resolution and is incorporated herein by reference.

**SECTION 2.** All members of the **road commission** shall be elected within the districts wherein the candidate seeks election.

**SECTION 3.** This plan shall take effect upon passage, the public welfare requiring it, provided that vacancies shall be filled in accordance with *Tennessee Code Annotated*, Section 5-1-104.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

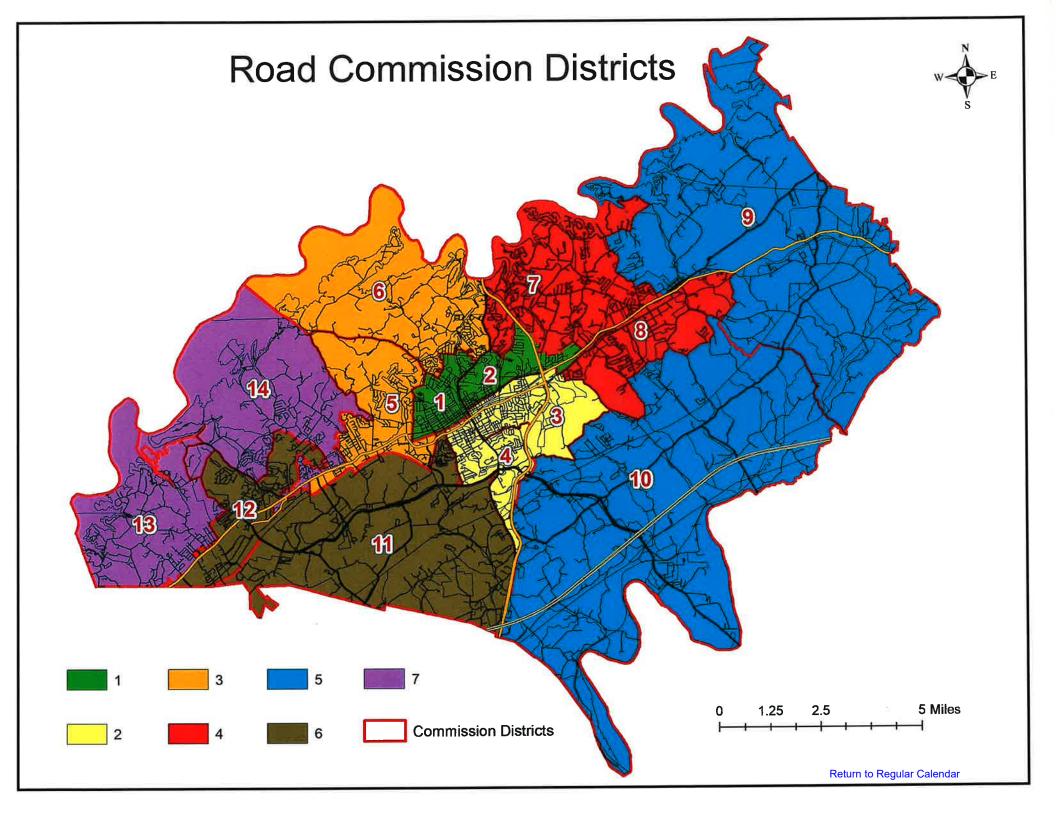
APPROVED

ATTEST

Chairman Hamblen County

Clerk

County Mayor



#### RESOLUTION-REAPPORTIONMENT/REDISTRICITNG PLAN-CONSTABLES

#### RESOLUTION 21-29

#### RESOLUTION TO ADOPT A REAPPORTIONMENT/REDISTRICTING PLAN FOR HAMBLEN COUNTY

**WHEREAS**, *Tennessee Code Annotated*, Sections 5-1-111, requires that, at least every ten (10) years, county legislative bodies shall change the boundaries of districts if necessary to apportion the **constables** so that the members represent substantially equal populations; and

**WHEREAS,** Hamblen County has prepared a plan consistent with the provisions of *Tennessee Code Annotated*, Section 5-1-111, which provides for **constables**, composed of <u>7</u> members and which creates <u>7</u> districts as depicted on the official redistricting map for Hamblen County prepared pursuant to *Tennessee Code Annotated*, Section 5-1-110.

**NOW, THEREFORE, BE IT RESOLVED** by the Hamblen County Legislative Body meeting in regular session at Morristown, Tennessee, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**SECTION 1.** There is hereby adopted a reapportionment plan for Hamblen County which provides for  $\underline{7}$  constables in each of the  $\underline{7}$  districts for a total number of  $\underline{7}$  constables. The districts for the constables are depicted on the official redistricting map for Hamblen County prepared pursuant to *Tennessee Code Annotated*, Section 5-1-110. A copy of the redistricting map is attached as EXHIBIT A to this resolution and is incorporated herein by reference.

**SECTION 2.** All constables shall be elected within the districts wherein the candidate seeks election.

**SECTION 3.** This plan shall take effect upon passage, the public welfare requiring it, provided that vacancies shall be filled in accordance with *Tennessee Code Annotated*, Section 5-1-104.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

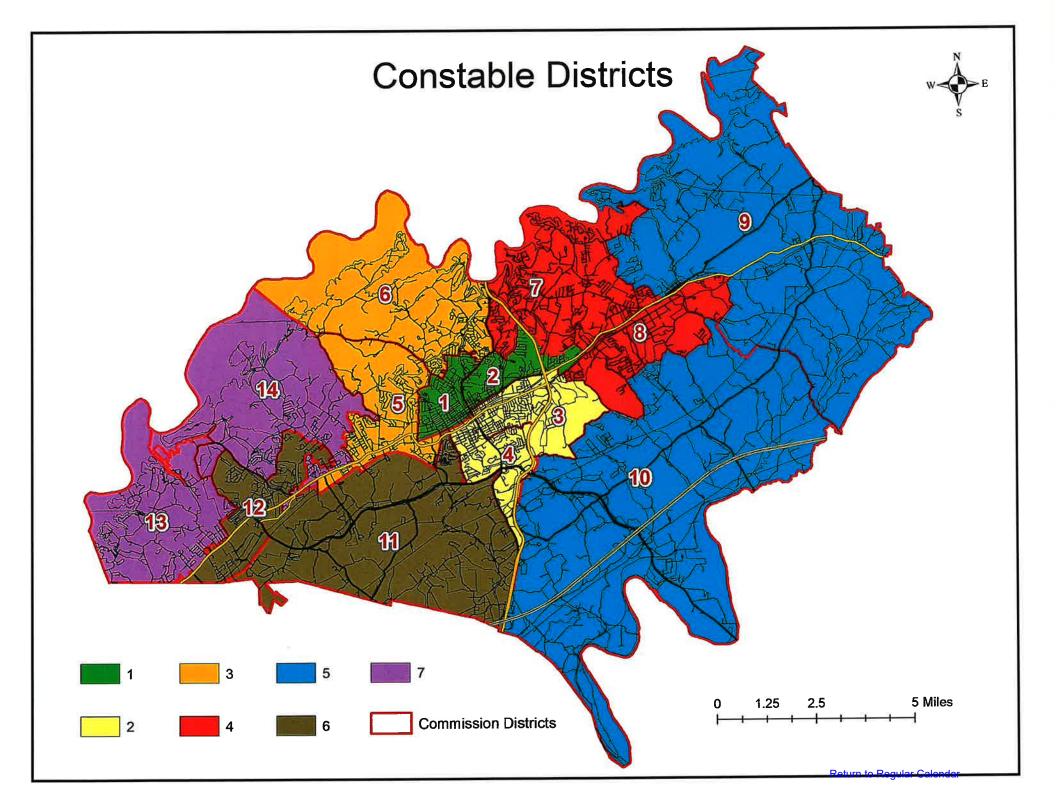
APPROVED

ATTEST

Chairman Hamblen County

Clerk

County Mayor





November 24, 2021

The Honorable Bill Brittain Mayor, Hamblen County 511 West Second North Street Morristown, Tennessee 37814

#### **RE: Important Information—Price Changes**

Dear Mayor Brittain,

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers in Hamblen County, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger in order to meet our customers' current needs and future demands. As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting January 1, 2022, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee. Please see the enclosed Customer Notice for more information.

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 615-507-5539.

Sincerely,

erry Vo

Terry Vo Manager, External Affairs

Attachment: Customer Notice(s)

Greene Hamblen

# Important information regarding your Xfinity services and pricing

Effective January 1, 2022

Xfinity TV	Current	New
Digital Starter	\$62.45	\$65.45
Entertainment	\$15.00	\$17.00
Choice TV Select	\$30.00	\$32.50
Choice TV Select with TV Box (Flex upgrade)	\$37.50	\$41.00
Broadcast TV Fee	\$16.40	\$18.25
Regional Sports Fee	\$8.35	\$8.75
Service to Additional TV	\$7.50	\$8.50

Xfinity Internet	Current	New
Connect	\$56.00	\$59.00
Connect More	\$76.00	\$79.00
Fast	\$86.00	\$89.00
Superfast	\$96.00	\$99.00
Ultrafast	\$106.00	\$109.00
Gigabit Extra	\$116.00	\$119.00

Xfinity Equipment	Current	New
TV Box	\$7.50	\$8.50

Greene County, Hamblen County and Hawkins County

83965100 (5090, 6000, 6010, 6020, 6030, 6060)

#### Hamblen County Government Buildings and Grounds Committee

Monday, December 6, 2021 Large Courtroom-Hamblen County Courthouse

#### **MINUTES**

#### Members Present:

Chris Cutshaw, Tim Goins, Howard Shipley, Eileen Arnwine, Thomas Doty, Bobby Haun, Tim Horner, Mike Reed, James Stepp

#### Member Absent:

None

#### Call to Order

Chairman Chris Cutshaw called the meeting to order at 5:52p.m.

#### Visitors Wishing to Address the Committee

None

#### Old Business

a. None

#### **New Business**

- a. Campground Regulations- Mayor Brittain and Cherokee Park Manager Frank Parker presented to the Committee a proposal to update the Campground Regulations for Cherokee Park.
   Motion (Tim Goins/Tim Horner) to approve the updated Campground Regulations with a few additions that include but not limited to deck size, quiet times. The additions will be presented at the Commission Meeting on December 16, 2021.
- **b.** Campground Rental and Pavilion Rental Rates- Mayor Brittain and Cherokee Park Manager Frank Parker presented to the Committee a proposal to change the rates for the campground and pavilion rentals.

Motion (Thomas Doty/Bobby Haun, all in favor) to approve the updated campground and pavilion rental rates with one correction to the primitive sites. A new rate sheet will be included in the Commission Packet.

#### **Adjournment**

There being no further business Chairman Cutshaw adjourned the meeting at 6:15 p.m.



BUILIDNG AND GROUNDS COMMITTEE

Chris Cutshaw Chairman

Tim Goins Vice-Chairman

Howard Shipley Ex-Officio

Eileen Arnwine Member

Thomas Doty Member

Bobby Haun Member

Tim Horner *Member* 

Mike Reed Member

James Stepp Member

#### Hamblen County Government BUILDINGS AND GROUNDS COMMITTEE

Monday, December 6, 2021 Immediately Following Adjournment of Public Services Committee

Large Courtroom-Hamblen County Courthouse

# AGENDA

1. Call to Order – Chairman Chris Cutshaw

2. Visitors Wishing to Address the Committee – Chairman Chris Cutshaw (Visitors will be allotted 5 minutes to speak)

- 3. Old Business Chairman Chris Cutshaw a. None
- 4. New Business Chairman Chris Cutshaw
  - a. Campground Regulations-County Mayor Bill Brittain-Cherokee Park Manager Frank Parker
  - b. Campground Rental Rates and Pavilion Rental Rates-County Mayor Bill Brittain-Cherokee Park Manager Frank Parker
- Items of Interest (No Action Necessary) Chairman Chris Cutshaw
   a. None
- 6. Adjournment Chairman Chris Cutshaw



# **Campground Regulations**

Anyone not adhering to these rules will be asked to leave the park without a refund.

- 1. Campers must be of legal age to rent campsite.
- 2. Camping permitted only on designated sites. Check out time is 5 p.m.
- 3. Short-term and long-term campers are expected to keep campsites neat and clean.
  - i. Outside of campers must be clean. Long-term campers must wash their campers a minimum of once a year.
  - **ii.** Campsites must be clear of trash and other debris. Dispose of trash in appropriate dumpsters.
  - iii. No items such as appliances, lawn care equipment, indoor furniture, woodpallets and inoperable camping equipment can be stored on campsite.
  - iv. No drop cords or water hoses may be placed across campground roads.
  - v. Herb, vegetable and/or flower pots/ gardens are not allowed on campsite.
  - vi. Fencing is not allowed on the campsite or around camper unless it is part of a porch or deck.
  - vii. Dump stations are available near the campsites for use of the campers.
- 4. All vehicles must be parked in front of camper or tent. Limit 2 vehicles per campsite. All vehicles must be licensed and operable.
- 5. Boats, boat trailers, and storage trailers must be parked in designated area, not on campsite. Hamblen County and Cherokee Park are not responsible for damage or vandalism of the items stored in the designated area.
- 6. Dogs, cats and other pets must be kept on a leash. They may not be chained and left outside the tent/camper at any time.
- 7. Campfires must be kindled in such a manner that no tree, shrub, grass or other flammable matter can be set on fire.
- 8. Motorcycles may be used only on campground and/or park roads to enter and leave the area.
- 9. Visitors should be aware of the possibility of snakes, poison ivy, insect bites and drowning. These dangers are present and must be dealt with if you and your children plan to spend time outdoors.
- 10. Fireworks are prohibited in Cherokee Park.
- 11. Alcoholic beverage consumption is prohibited in Cherokee Park.
- 12. Speed limit in the campground is 10 MPH.

- 13. Quiet time shall be observed at all camping sites between the hours of 12 midnight to 8 a.m.
- 14. Quality decks, porches and/or metal awnings installed on a campsite become the property of Hamblen County and must remain at the campground when the camper moves out. Decks must be built of pressure-treated wood or other water resistant material. Decks can be no larger than 8' x 16'. Decks or porches in place as of January 1, 2022 are grandfathered from this size limitation.
- 15. Campers who damage park property, such as bathhouses, water/electrical connections, etc. are responsible for paying for the repairs, both parts and labor.
- 16. Behavior causing law enforcement to be called to the campground is grounds for eviction from the campground and the park without a refund.
- 17. Rent payments are considered late on the 6<sup>th</sup> day following the due date. A late fee of \$5/day begins on the 6<sup>th</sup> day past the due date.
- 18. Enforcement of the rules and the decision to evict a camper is at the sole discretion of the Park Manager.

By signing this document, I acknowledge that I have read the campground regulations and agree to abide by them. Furthermore, I understand that violating these rules is grounds for eviction without a refund.

Camper

Date

Thank you for choosing Cherokee Park! Enjoy your stay and come see us again!

Frank Parker, Park Manager Phone: (423) 586-5232 Park Address: 3075 Floyd Hall Drive – Morristown, TN 37814 Mailing Address: 511 West Second North Street – Morristown, TN 37814

# Cherokee Park Campground Rental Rates Dec-21

	Daily/We	ekly Rates	Disabled/Seni	or (62+) Rates	Mon	thly R	ate
RV Hook-up Sites	<u>Current</u> \$20/\$95	<u>Proposed</u> \$25/\$125	<u>Current</u> \$18/\$85.50	<u>Proposed</u> \$22.50/\$112.50	<u>Cur</u> \$ \$	r <u>ent</u> 315 265	<u>Proposed</u> 400 8 days + 300 7 days or less
Primative Sites	\$15/\$65	\$20/\$80	\$13.50/\$58.50	\$18.00/\$72.00	None		None
Prime Lake Access RV Hook-up Sites	\$25/\$125	\$35/\$150	\$22.50/\$112.50	\$31.50/\$135	\$ \$	365 315	\$450 8 days+ \$350 7 days or less
Off-Season RV Storage					\$	115	\$150

12/6/2021

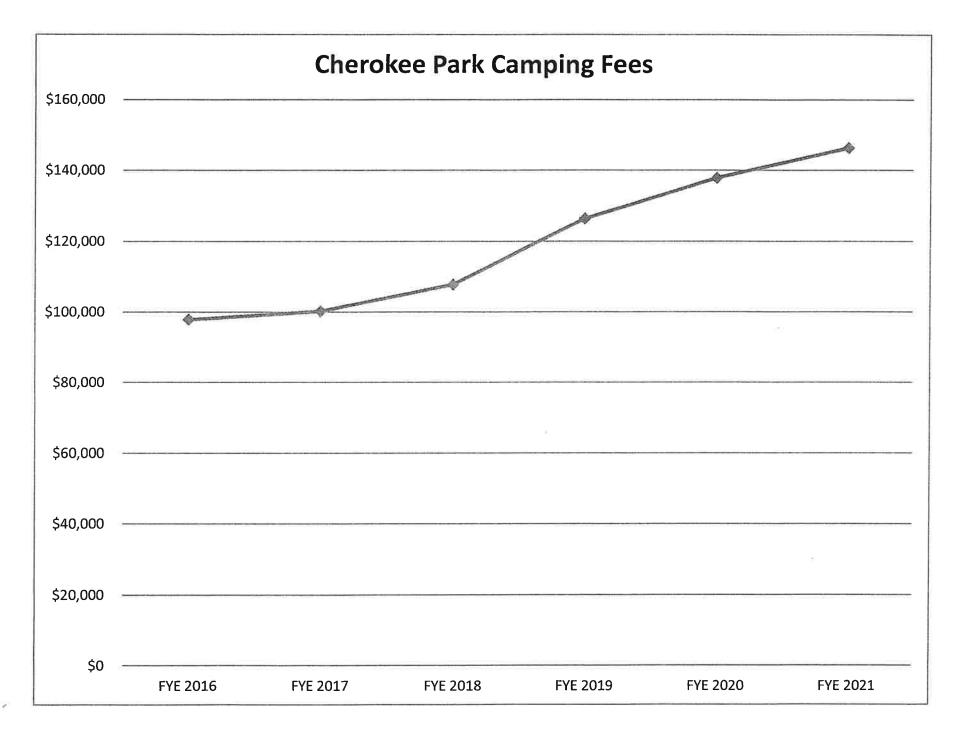
# Cherokee Park

# **Pavilion Rental Rates**

# Dec-21

	Curre	ent	Proposed		
	In County	Out County	In County	Out County	
Horner Dougherty	\$75	\$ 100	\$ 100	\$ 125	
Hale Matney	\$ 60	\$75	\$ 80	\$ 100	
Veteran's Paviion	\$ 125	\$ 175	\$ 150	\$ 200	
Sheds	\$ 10	\$ 15	\$ 20	\$ 25	

11/22/2021



Return to Regular Calendar

22

## Hamblen County Government Justice Center/Jail Project Committee

Monday, December 6, 2021

Hamblen County Courthouse-Large Courtroom

#### **MINUTES**

#### Members Present

Tim Horner, Jim Stepp, Jeff Akard, Eileen Arnwine, Chris Cutshaw, Randy DeBord, Thomas Doty, Tim Goins, Bobby Haun, Mike Reed, Howard Shipley,

#### Members Absent

Joe Huntsman, Sr., Wayne NeSmith, Taylor Ward

#### Call to Order

Chairman Horner called the meeting to order at 6:15 p.m.

#### Visitors Wishing to Address the Committee

Linda Noe, Edna Greene, Anne Horner, Tony Strazzullo, Gwen Holden

#### Old Business

a. None

#### New Business

- a. Blaine Construction Company Contract and \$10M Bond Issue Update- Mayor Brittain updated the Committee on the Blaine Construction Company Contract and the Interest Rate for the Bond Issue **No Action Taken, Discussion Only**
- b. Special Inspections and Material Testing Service Agreement- Tony Pettit of Burwil Construction Company addressed the committee on the Contract from GEO Services for Materials Testing.
   Motion (Tim Goins/Chris Cutshaw, all in favor) to accept the contract from GEO Services for Material and Special Testing for \$60,000.
- c. Bid Tabulation Hale House Renovations-Mayor Brittain told the Committee the base bid submitted for project is \$551,800. The Mayor said the architect is working with the contractor to determine whether there can be any changes in project that will lower the cost. No recommendation was presented. No action was taken.

Motion (Howard Shipley/Tim Goins, all in favor) to have this item on the Agenda for the Commission Meeting.

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

a. None

#### **Adjournment**

There being no further business Chairman Horner adjourned the meeting at 6:33 p.m.



JUSTICE CENTER/JAIL PROJECT COMMITTEE

Tim Horner Chairman

James Stepp Vice-Chairman

Eileen Arnwine Member

> Jeff Akard Member

Chris Cutshaw Member

Randy DeBord Member

Thomas Doty Member

> Tim Goins Member

Bobby Haun Member

Joe Huntsman, Sr. Member

Wayne NeSmith Member

> Mike Reed Member

Howard Shipley Member

> Taylor Ward Member

## Hamblen County Government JUSTICE CENTER/JAIL PROJECT COMMITTEE

Monday, December 6, 2021 Immediately Following the Adjournment of the Building and Grounds Committee Large Courtroom-Hamblen County Courthouse

# AGENDA

1. Call to Order - Chairman Tim Horner

- 2. Visitors Wishing to Address the Committee about Agenda Items Only Chairman Tim Horner (Visitors will be allotted 5 minutes to speak)
- **3. Old Business-***Chairman Tim Horner* a. None
- 4. New Business- Chairman Tim Horner
  - a. Blaine Construction Company Contract and \$10M Bond Issue Update-County Mayor Bill Brittain
  - b. Special Inspections and Material Testing Service Agreement-Tony Pettit, BurWill Construction
  - c. Bid Tabulation Hale House Renovations-County Mayor Bill Brittain
- 5. Items of Interest (No Action Necessary) Chairman Tim Horner
  - a. None

6. Adjournment – Chairman Tim Horner

# HAMBLEN COUNTY, TENNESSEE \$9,405,000 General Obligation Bonds, Series 2021

Final	
Funding	
Report	

December 17, 2021

Prepared By:



# **CUMBERLAND SECURITIES**

SINCE 1931

Cumberland Securities Company, Inc. Independent Registered Municipal Advisors P.O. Box 22715 Knoxville, Tennessee 37933 Telephone: (865) 988-2663

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#### Risk Disclosures:

	Fixed Rate Bonds				
Material Risk Consideration	Description of Risk	Potential Consequences			
lssuer Default Risk	Possibility that the Issuer defaults under the authorizing documents	<ul> <li>Range of available remedies may be brought against Issuer (e.g. forcing issuer to raise taxes or rates)</li> <li>Credit ratings negatively impacted</li> <li>Access to capital markets impaired</li> <li>Possibility of receivership or bankruptcy for certain issuers</li> </ul>			
Redemption Risk	The ability to redeem the bonds prior to maturity may be limited	Inability to refinance at lower interest rates			
Refinancing Risk	Possibility that the bonds cannot be refinanced	Inability to refinance at lower interest rates			
Reinvestment Risk	Possibility that the Issuer may be unable to invest unspent proceeds at or near the interest rate on the bonds	Negative arbitrage resulting in a higher cost of funds			
Tax Compliance Risk	For tax-exempt bonds, possibility that failure to comply with tax-related covenants results in the bonds becoming taxable obligations	Increase in debt service costs retroactively to date of issuance     Possible mandatory redemption of bonds affected     Risk of IRS Audit     Difficulty in refinancing the bonds     Access to tax-exempt market impacted     Difficulty in issuing future tax-exempt debt			

Variable Rate	Demand Bonds ("VRDB") / Floating Rate Notes ("FRN") / Bank Index Loan ("Inde	x") / "Put Loan" (e.g. Fixed Rate for Five (5) Years, then Rate Resets to New Rate)
Material Risk Consideration	Description of Risk (Type of Debt Risk Applicable to)	Potential Consequences
Interest Rate Risk	Possibility that the interest rate may increase on an interest reset date (VRDB, FRN, Index, Put Loans)	<ul> <li>Increase in debt service cost (up to maximum rate)</li> <li>Lower debt service coverage</li> <li>Lower cash reserves</li> </ul>
Index Risk	Possibility that the method of determining the index (LIBOR or SIFMA) could change Indices may be affected by factors unrelated to FRN's/Index Loan or the tax- exempt market (VRDB, FRN, Index, Put Loans)	<ul> <li>Increase in debt service costs</li> <li>Lower debt service coverage</li> <li>Lower cash reserves</li> <li>Provision should be made for alternate mechanism to determine rate</li> </ul>
Issuer Default Risk	Possibility that the Issuer defaults under the authorizing documents (VRDB, FRN, Index, Put Loans)	<ul> <li>Range of available remedies may be brought against Issuer (e.g., forcing Issuer to raise taxes or revenues)</li> <li>Credit ratings negatively impacted</li> <li>Default could impact remarketing which could cause increase in debt service costs</li> <li>Access to capital markets impaired</li> </ul>
Issuer Ratings Downgrade Risk	Possibility that a downgrade of the issuer's rating(s) may result in optional tenders or an increase in fees payable to the bank providing the liquidity facility (VRDB, FRN, Index, Put Loans)	<ul> <li>Ratings change could impact remarketing which could cause an increase in debt service cost</li> <li>Higher liquidity facility fees resulting in higher cost of funds</li> </ul>
Liquidity Risk	Possibility that VRDB's cannot be successfully remarketing, resulting in Bank Bonds (VRDB)	<ul> <li>Increase in debt service costs due to higher bank bond rate and accelerated principle repayment</li> <li>May be required to refinance or term out the VRDO's</li> <li>Inability to refinance or possibly higher interest rates</li> </ul>
Liquidity Provider Default Risk	Possibility that the bank providing the liquidity facility supporting the VRDO's defaults in its obligations under the liquidity facility (VRDB)	Issuer required to repay principal and accrued interest if Issuer is not able to refinance     Increase in debt service costs
Liquidity Provider Ratings Downgrade	Possibility that a downgrade of the liquidity provider's rating(s) may result in optional tenders (VRDB)	Ratings change could impact remarketing which could cause an increase in debt service cost
Refinancing Risk	Possibility that the FRN, Index or Put Loan cannot be remarketed or refinanced (FRN, Index, Put Loans)	<ul> <li>Hard Put: must repay principal and accrued interest or Event of Default</li> <li>Soft Put: higher interest rate on debt and higher debt service costs up to maximum rate</li> <li>Increase in debt service costs upon any refinancing</li> <li>Inability to refinance or possibly higher interest rates</li> </ul>
Regulatory Risk	Possibility that prospective regulatory requirements increase cost of obtaining and maintaining the liquidity facility (VRDB, FRN, Index, Put Loans)	Increase in debt service costs     Higher liquidity facility fees resulting in higher cost of funds
Reinvestment Risk	Possibility that the issuer may be unable to invest unspent proceeds at or near the interest rate on the bonds (VRDB, FRN, Index, Put Loans)	Negative arbitrage resulting in higher cost of funds
Remarketing Risk	Possibility that the remarketing agent does not perform its duties in a satisfactory manner or may resign or cease its remarketing efforts (VRDB)	Higher interest rates     Difficulty remarketing the VRDO's     May require appointment of a successor remarketing agent
Renewal Risk	Possibility that the facility or loan will not be extended for a successive commitment period or not be replaced at a reasonable cost (VRDB, FRN, Index, Put Loans)	<ul> <li>Issuer required to repay principal and accrued interest on tender date if issuer is not able to refinance</li> <li>Increase in debt service costs</li> </ul>
Tax Compliance Risk	For tax exempt bonds, possibility that failure to comply with tax related covenants result in the bonds becoming taxable obligations (VRDB, FRN, Index, Put Loans)	<ul> <li>Increase in debt service costs retroactively to date of issuance</li> <li>Possible mandatory redemption of bonds affected</li> <li>Risk of IRS audit</li> <li>Difficulty in refinancing the bonds</li> <li>Access to tax exempt market impacted</li> <li>Difficulty in issuing future tax-exempt debt</li> </ul>

Hamblen County, Tennessee				
<b>Final Funding Report</b>				
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Sources & Uses of Funds				
CIS Cumberland Securities				

Cumberland Securities Company, Inc. Tennessee Public Finance - CCB



#### **DEBT SERVICE**

#### Hamblen County \$9,405,000 General Obligation Bonds, Series 2021 (Justice Center)

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2022			114,251.06	114,251.06	114,251.06
06/01/2023			250,795.00	250,795.00	250,795.00
06/01/2024	100,000.00	4.000%	250,795.00	350,795.00	350,795.00
06/01/2025	345,000.00	4.000%	246,795.00	591,795.00	591,795.00
06/01/2026	345,000.00	4.000%	232,995.00	577,995.00	577,995.00
06/01/2027	345,000.00	4.000%	219,195.00	564,195.00	564,195.00
06/01/2028	345,000.00	4.000%	205,395.00	550,395.00	550,395.00
06/01/2029	345,000.00	4.000%	191,595.00	536,595.00	536,595.00
06/01/2030	345,000.00	4.000%	177,795.00	522,795.00	522,795.00
06/01/2031	345,000.00	3.000%	163,995.00	508,995.00	508,995.00
06/01/2032	345,000.00	2.000%	153,645.00	498,645.00	498,645.00
06/01/2033	345,000.00	3.000%	146,745.00	491,745.00	491,745.00
06/01/2034	345,000.00	3.000%	136,395.00	481,395.00	481,395.00
06/01/2035	345,000.00	3.000%	126,045.00	471,045.00	471,045.00
06/01/2036	345,000.00	2.000%	115,695.00	460,695.00	460,695.00
06/01/2037	345,000.00	2.000%	108,795.00	453,795.00	453,795.00
06/01/2038	345,000.00	2.000%	101,895.00	446,895.00	446,895.00
06/01/2039	345,000.00	2.000%	94,995.00	439,995.00	439,995.00
06/01/2040	345,000.00	2.000%	88,095.00	433,095.00	433,095.00
06/01/2041	345,000.00	2.000%	81,195.00	426,195.00	426,195.00
06/01/2042	345,000.00	2.100%	74,295.00	419,295.00	419,295.00
06/01/2043	345,000.00	2.100%	67,050.00	412,050.00	412,050.00
06/01/2044	345,000.00	2.100%	59,805.00	404,805.00	404,805.00
06/01/2045	345,000.00	2.100%	52,560.00	397,560.00	397,560.00
06/01/2046	345,000.00	2.150%	45,315.00	390,315.00	390,315.00
06/01/2047	345,000.00	2.150%	37,897.50	382,897.50	382,897.50
06/01/2048	345,000.00	2.150%	30,480.00	375,480.00	375,480.00
06/01/2049	345,000.00	2.250%	23,062.50	368,062.50	368,062.50
06/01/2050	340,000.00	2.250%	15,300.00	355,300.00	355,300.00
06/01/2051	340,000.00	2.250%	7,650.00	347,650.00	347,650.00
	9,405,000.00		3,620,521.06	13,025,521.06	

#### **Date Structure**

Date First Coupon Date 12/17/2021 06/01/2022

## **<u>Yield Statistics</u>**

Average Coupon	2.3626552%
Weighted Average Maturity	15.829
True Interest Cost (TIC)	1.9589571%



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#### DEBT SERVICE

#### Hamblen County \$9,405,000 General Obligation Bonds, Series 2021 (Justice Center)

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2022			114,251.06	114,251.06	114,251.06
12/01/2022			125,397.50	125,397.50	
06/01/2023			125,397.50	125,397.50	250,795.00
12/01/2023			125,397.50	125,397.50	
06/01/2024	100,000.00	4.000%	125,397.50	225,397.50	350,795.00
12/01/2024			123,397.50	123,397.50	
06/01/2025	345,000.00	4.000%	123,397.50	468,397.50	591,795.00
12/01/2025			116,497.50	116,497.50	
06/01/2026	345,000.00	4.000%	116,497.50	461,497.50	577,995.00
12/01/2026			109,597.50	109,597.50	
06/01/2027	345,000.00	4.000%	109,597.50	454,597.50	564,195.00
12/01/2027			102,697.50	102,697.50	
06/01/2028	345,000.00	4.000%	102,697.50	447,697.50	550,395.00
12/01/2028			95,797.50	95,797.50	
06/01/2029	345,000.00	4.000%	95,797.50	440,797.50	536,595.00
12/01/2029			88,897.50	88,897.50	
06/01/2030	345,000.00	4.000%	88,897.50	433,897.50	522,795.00
12/01/2030			81,997.50	81,997.50	
06/01/2031	345,000.00	3.000%	81,997.50	426,997.50	508,995.00
12/01/2031			76,822.50	76,822.50	
06/01/2032	345,000.00	2.000%	76,822.50	421,822.50	498,645.00
12/01/2032			73,372.50	73,372.50	
06/01/2033	345,000.00	3.000%	73,372.50	418,372.50	491,745.00
12/01/2033			68,197.50	68,197.50	
06/01/2034	345,000.00	3.000%	68,197.50	413,197.50	481,395.00
12/01/2034			63,022.50	63,022.50	
06/01/2035	345,000.00	3.000%	63,022.50	408,022.50	471,045.00
12/01/2035			57,847.50	57,847.50	
06/01/2036	345,000.00	2.000%	57,847.50	402,847.50	460,695.00
12/01/2036			54,397.50	54,397.50	
06/01/2037	345,000.00	2.000%	54,397.50	399,397.50	453,795.00
12/01/2037			50,947.50	50,947.50	
06/01/2038	345,000.00	2.000%	50,947.50	395,947.50	446,895.00
12/01/2038			47,497.50	47,497.50	
06/01/2039	345,000.00	2.000%	47,497.50	392,497.50	439,995.00
12/01/2039			44,047.50	44,047.50	
06/01/2040	345,000.00	2.000%	44,047.50	389,047.50	433,095.00
12/01/2040			40,597.50	40,597.50	
06/01/2041	345,000.00	2.000%	40,597.50	385,597.50	426,195.00
12/01/2041			37,147.50	37,147.50	
06/01/2042	345,000.00	2.100%	37,147.50	382,147.50	419,295.00
12/01/2042	<b>215</b> 000 00	<b>a</b>	33,525.00	33,525.00	
06/01/2043	345,000.00	2.100%	33,525.00	378,525.00	412,050.00
12/01/2043	<b>215</b> 000 00	<b>a</b>	29,902.50	29,902.50	10100500
06/01/2044	345,000.00	2.100%	29,902.50	374,902.50	404,805.00
12/01/2044	<b>215</b> 000 00	<b>a</b>	26,280.00	26,280.00	
06/01/2045	345,000.00	2.100%	26,280.00	371,280.00	397,560.00
12/01/2045	<b>215</b> 000 00	<b>a</b>	22,657.50	22,657.50	
06/01/2046	345,000.00	2.150%	22,657.50	367,657.50	390,315.00
12/01/2046	245 000 00	2.1508/	18,948.75	18,948.75	202 007 50
06/01/2047	345,000.00	2.150%	18,948.75	363,948.75	382,897.50
12/01/2047	245 000 00	2.1508/	15,240.00	15,240.00	275 400 00
06/01/2048	345,000.00	2.150%	15,240.00	360,240.00	375,480.00
12/01/2048	245 000 00	2.2500/	11,531.25	11,531.25	268.062.50
06/01/2049	345,000.00	2.250%	11,531.25	356,531.25	368,062.50
12/01/2049	240,000,00	2.2500/	7,650.00	7,650.00	255 200 00
06/01/2050	340,000.00	2.250%	7,650.00	347,650.00	355,300.00
12/01/2050 06/01/2051	340,000.00	2.250%	3,825.00 3,825.00	3,825.00 343,825.00	347,650.00
55/01/2051		2.23070			547,050.00
	9,405,000.00		3,620,521.06	13,025,521.06	

#### **Date Structure**

Date First Coupon Date 12/17/2021 06/01/2022

#### **<u>Yield Statistics</u>**

Average Coupon Weighted Average Maturity True Interest Cost (TIC) 2.3626552% 15.829 1.9589571%



#### **BOND PRICING**

#### Hamblen County \$9,405,000 General Obligation Bonds, Series 2021 (Justice Center)

Bond Component	Maturity Date	CUSIP	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	Principal Cost
Bond Component:											
-	06/01/2024	406540RU0	100,000	4.000%	0.600%	108.275				8,275.00	108,275.00
	06/01/2025	406540RV8	345,000	4.000%	0.700%	111.246				38,798.70	383,798.70
	06/01/2026	406540RW6	345,000	4.000%	0.800%	113.978				48,224.10	393,224.10
	06/01/2027	406540RX4	345,000	4.000%	0.900%	116.467				56,811.15	401,811.15
	06/01/2028	406540RY2	345,000	4.000%	1.000%	118.709				64,546.05	409,546.05
	06/01/2029	406540RZ9	345,000	4.000%	1.170%	120.148				69,510.60	414,510.60
	06/01/2030	406540SA3	345,000	4.000%	1.220%	122.269				76,828.05	421,828.05
	06/01/2031	406540SB1	345,000	3.000%	1.250%	114.000 C	1.413%	06/01/2030	100.000	48,300.00	393,300.00
	06/01/2032	406540SC9	345,000	2.000%	1.300%	105.587 C	1.423%	06/01/2030	100.000	19,275.15	364,275.15
	06/01/2033	406540SD7	345,000	3.000%	1.300%	113.570 C	1.692%	06/01/2030	100.000	46,816.50	391,816.50
	06/01/2034	406540SE5	345,000	3.000%	1.350%	113.142 C	1.816%	06/01/2030	100.000	45,339.90	390,339.90
	06/01/2035	406540SF2	345,000	3.000%	1.400%	112.716 C	1.923%	06/01/2030	100.000	43,870.20	388,870.20
	06/01/2036	406540SG0	345,000	2.000%	1.550%	103.553 C	1.721%	06/01/2030	100.000	12,257.85	357,257.85
	06/01/2037	406540SH8	345,000	2.000%	1.700%	102.353 C	1.825%	06/01/2030	100.000	8,117.85	353,117.85
	06/01/2038	406540SJ4	345,000	2.000%	1.850%	101.168 C	1.917%	06/01/2030	100.000	4,029.60	349,029.60
	06/01/2039	406540SK1	345,000	2.000%	1.900%	100.777 C	1.947%	06/01/2030	100.000	2,680.65	347,680.65
			5,275,000							593,681.35	5,868,681.35
Term Bond 2041:											
	06/01/2040	406540SM7	345,000	2.000%	2.000%	100.000					345,000.00
	06/01/2041	406540SM7	345,000	2.000%	2.000%	100.000					345,000.00
			690,000								690,000.00
Term Bond 2045:											
	06/01/2042	406540SR6	345,000	2.100%	2.100%	100.000					345,000.00
	06/01/2043	406540SR6	345,000	2.100%	2.100%	100.000					345,000.00
	06/01/2044	406540SR6	345,000	2.100%	2.100%	100.000					345,000.00
	06/01/2045	406540SR6	345,000	2.100%	2.100%	100.000					345,000.00
			1,380,000						_		1,380,000.00
Term Bond 2048:											
	06/01/2046	406540SU9	345,000	2.150%	2.150%	100.000					345,000.00
	06/01/2047	406540SU9	345,000	2.150%	2.150%	100.000					345,000.00
	06/01/2048	406540SU9	345,000	2.150%	2.150%	100.000					345,000.00
			1,035,000						_	· .	1,035,000.00
Term Bond 2051:											
Letter Bolid 2001.	06/01/2049	406540SX3	345,000	2.250%	2.250%	100.000					345,000.00
	06/01/2050	406540SX3	340,000	2.250%	2.250%	100.000					340,000.00
	06/01/2051	406540SX3	340,000	2.250%	2.250%	100.000					340,000.00
			1,025,000								1,025,000.00
			9,405,000							593,681.35	9,998,681.35
			Dated D	late		12/17/2021					
			Delivery			12/17/2021					
			First Co			06/01/2022					
			1 list Co	apon		00/01/2022					

Delivery Date	12/17/2021	
First Coupon	06/01/2022	
Par Amount	9,405,000.00	
Premium	593,681.35	
Production	9,998,681.35	106.312401%
Underwriter's Discount	(51,637.87)	(0.549047%)
Purchase Price Accrued Interest	9,947,043.48	105.763354%
Net Proceeds	9,947,043.48	



#### **PROOF OF ARBITRAGE YIELD**

#### Hamblen County \$9,405,000 General Obligation Bonds, Series 2021 (Justice Center)

Date	Debt Service	Present Value to 12/17/2021 @ 1.8845211963%
06/01/2022	114,251.06	113,278.96
12/01/2022	125,397.50	123,169.98
06/01/2023	125,397.50	122,020.23
12/01/2023	125,397.50	120,881.22
06/01/2024	225,397.50	215,251.41
12/01/2024	123,397.50	116,742.84
06/01/2025	468,397.50	439,000.92
12/01/2025	116,497.50	108,166.91
06/01/2026	461,497.50	424,496.55
12/01/2026	109,597.50	99,869.40
06/01/2027	454,597.50	410,379.63
12/01/2027	102,697.50	91,842.90
06/01/2028	447,697.50	396,640.79
12/01/2028	95,797.50	84,080.22
06/01/2029	440,797.50	383,270.83
12/01/2029	88,897.50	76,574.32
06/01/2030 12/01/2030	2,848,897.50	2,431,069.75
	50,947.50 50,947.50	43,069.56
06/01/2031 12/01/2031	50,947.50	42,667.52
06/01/2032	50,947.50	42,269.24 41,874.67
12/01/2032	50,947.50	41,874.07
06/01/2033	50,947.50	41,485.78
12/01/2033	50,947.50	40,712.92
06/01/2034	50,947.50	40,332.88
12/01/2034	50,947.50	39,956.39
06/01/2035	50,947.50	39,583.41
12/01/2035	50,947.50	39,213.91
06/01/2036	50,947.50	38,847.87
12/01/2036	50,947.50	38,485.23
06/01/2037	50,947.50	38,125.99
12/01/2037	50,947.50	37,770.09
06/01/2038	395,947.50	290,796.90
12/01/2038	47,497.50	34,558.10
06/01/2039	392,497.50	282,906.56
12/01/2039	44,047.50	31,452.44
06/01/2040	389,047.50	275,209.04
12/01/2040	40,597.50	28,450.27
06/01/2041	385,597.50	267,699.91
12/01/2041	37,147.50	25,548.80
06/01/2042	382,147.50	260,374.82
12/01/2042	33,525.00	22,628.91
06/01/2043	378,525.00	253,114.18
12/01/2043	29,902.50	19,808.72
06/01/2044	374,902.50	246,033.47
12/01/2044	26,280.00	17,085.52
06/01/2045 12/01/2045	371,280.00 22,657.50	239,128.51 14,456.69
06/01/2046	367,657.50	232,395.21
12/01/2046	18,948.75	11,865.64
06/01/2047	363,948.75	225,776.08
12/01/2047	15,240.00	9,365.90
06/01/2048	360,240.00	219,322.70
12/01/2048	11,531.25	6,954.97
06/01/2049	356,531.25	213,031.19
12/01/2049	7,650.00	4,528.29
06/01/2050	347,650.00	203,864.58
12/01/2050	3,825.00	2,222.07
06/01/2051	343,825.00	197,875.00
	12,787,471.06	9,998,681.35

## **Proceeds Summary**

Delivery date	12/17/2021
Par Value	9,405,000.00
Premium (Discount)	593,681.35
Target for yield calculation	9,998,681.35



#### **PROOF OF ARBITRAGE YIELD**

#### Hamblen County \$9,405,000 General Obligation Bonds, Series 2021 (Justice Center)

#### Assumed Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity
BOND	06/01/2031	3.000%	1.250%	06/01/2030	100.000	1.2501169%
BOND	06/01/2032	2.000%	1.300%	06/01/2030	100.000	1.3001553%
BOND	06/01/2033	3.000%	1.300%	06/01/2030	100.000	1.3001503%
BOND	06/01/2034	3.000%	1.350%	06/01/2030	100.000	1.3501649%
BOND	06/01/2035	3.000%	1.400%	06/01/2030	100.000	1.4001595%
BOND	06/01/2036	2.000%	1.550%	06/01/2030	100.000	1.5500798%
BOND	06/01/2037	2.000%	1.700%	06/01/2030	100.000	1.7001050%

#### **Rejected Call/Computation Dates for Premium Bonds**

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity	Increase to Yield
BOND	06/01/2031	3.000%	1.250%			1.4131012%	0.1629842%
BOND	06/01/2032	2.000%	1.300%			1.4230391%	0.1228838%
BOND	06/01/2033	3.000%	1.300%			1.6919760%	0.3918257%
BOND	06/01/2034	3.000%	1.350%			1.8163268%	0.4661619%
BOND	06/01/2035	3.000%	1.400%			1.9229717%	0.5228122%
BOND	06/01/2036	2.000%	1.550%			1.7213419%	0.1712621%
BOND	06/01/2037	2.000%	1.700%			1.8246211%	0.1245161%



#### FORM 8038 STATISTICS

#### Hamblen County \$9,405,000 General Obligation Bonds, Series 2021 (Justice Center)

		Dated Date Delivery Date	12/17/2021 12/17/2021				
Bond Component	Date	Principal	Coupon Price		Issue Price	Redemption at Maturity	
Bond Component:							
	06/01/2024	100,000.00	4.000%	108.275	108,275.00	100,000.00	
	06/01/2025	345,000.00	4.000%	111.246	383,798.70	345,000.00	
	06/01/2026	345,000.00	4.000%	113.978	393,224.10	345,000.00	
	06/01/2027	345,000.00	4.000%	116.467	401,811.15	345,000.00	
	06/01/2028	345,000.00	4.000%	118.709	409,546.05	345,000.00	
	06/01/2029	345,000.00	4.000%	120.148	414,510.60	345,000.00	
	06/01/2030	345,000.00	4.000%	122.269	421,828.05	345,000.00	
	06/01/2031	345,000.00	3.000%	114.000	393,300.00	345,000.00	
	06/01/2032	345,000.00	2.000%	105.587	364,275.15	345,000.00	
	06/01/2033	345,000.00	3.000%	113.570	391,816.50	345,000.00	
	06/01/2034	345,000.00	3.000%	113.142	390,339.90	345,000.00	
	06/01/2035	345,000.00	3.000%	112.716	388,870.20	345,000.00	
	06/01/2036	345,000.00	2.000%	103.553	357,257.85	345,000.00	
	06/01/2037	345,000.00	2.000%	102.353	353,117.85	345,000.00	
	06/01/2038	345,000.00	2.000%	101.168	349,029.60	345,000.00	
	06/01/2039	345,000.00	2.000%	100.777	347,680.65	345,000.00	
Term Bond 2041:							
	06/01/2040	345,000.00	2.000%	100.000	345,000.00	345,000.00	
	06/01/2041	345,000.00	2.000%	100.000	345,000.00	345,000.00	
Term Bond 2045:							
	06/01/2042	345,000.00	2.100%	100.000	345,000.00	345,000.00	
	06/01/2043	345,000.00	2.100%	100.000	345,000.00	345,000.00	
	06/01/2044	345,000.00	2.100%	100.000	345,000.00	345,000.00	
	06/01/2045	345,000.00	2.100%	100.000	345,000.00	345,000.00	
Term Bond 2048:							
	06/01/2046	345,000.00	2.150%	100.000	345,000.00	345,000.00	
	06/01/2047	345,000.00	2.150%	100.000	345,000.00	345,000.00	
	06/01/2048	345,000.00	2.150%	100.000	345,000.00	345,000.00	
Term Bond 2051:							
	06/01/2049	345,000.00	2.250%	100.000	345,000.00	345,000.00	
	06/01/2050	340,000.00	2.250%	100.000	340,000.00	340,000.00	
	06/01/2051	340,000.00	2.250%	100.000	340,000.00	340,000.00	
		9,405,000.00			9,998,681.35	9,405,000.00	

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	06/01/2051	2.250%	340,000.00	340,000.00		
Entire Issue			9,998,681.35	9,405,000.00	15.8289	1.8845%
Proceeds used for	accrued interest					0.00
Proceeds used for	bond issuance cost	s (including und	derwriters' discount)			153,681.35
Proceeds used for	credit enhancemen	t				0.00
Proceeds allocated	to reasonably requ	ired reserve or	replacement fund			0.00



#### SOURCES AND USES OF FUNDS

Hamblen County
<b>\$9,405,000</b> General Obligation Bonds, Series 2021 (Justice Center)

	Dated Date Delivery Date	12/17/2021 12/17/2021	
Sources:			
Bond Proceeds:			
Par Amour	ıt		9,405,000.00
Premium			593,681.35
			9,998,681.35
Uses:			
Project Fund De	eposits:		
	Center Construction	n Fund	9,845,000.00
Delivery Date E	xpenses:		
Cost of Iss			102,043.48
Underwrite	er's Discount		51,637.87
			153,681.35
			9,998,681.35



To: Hamblen County Commission

From: Bill Brittain

Date: November 30, 2021

Re: GEO Services Contract

GEO Services submitted a services agreement for the Special Inspections and Materials Testing for the Justice Center Project in May. The Justice Center Project budget includes \$60,000 for these services. I am recommending approval of the services agreement for the amount of \$60,000.



May 3, 2021

Office of the Hamblen County Mayor 511 West Second North Street Morristown, TN 37814

Attention: Mr. Johnna Harrell johnna.harrell@CO.hamblen.tn.us

Reference: PROPOSAL FOR SPECIAL INSPECTIONS AND MATERIALS TESTING SERVICES Hamblen County Justice Center (RFQ# 2021-07) Hamblen County, Tennessee GEOServices Proposal No. 12-21037

Dear Mr. Harrell:

GEOServices appreciates the opportunity to submit this proposal for the above referenced project. The following proposal describes our understanding of the project, outlines our anticipated scope of work and presents the associated fees for our services. A copy of our Agreement for Services is attached and is incorporated as part of this proposal.

#### **PROJECT INFORMATION**

Based on our review of the Request for Qualifications solicited by Office of the Hamblen County Mayor on March 26, 20201, we understand the project will consist of the construction of a newly built 199,000 square feet, 3-story facility located on 440 North Jackson Street in Morristown, TN. The facility will consist of a 600-625 bed jail facility, three (3) courtrooms, clerk office, community service office, judges office suite, jail administration, and associated parking and drive areas. We assume the area will require cuts and fills of approximately 14 feet to achieve the desired grade.

#### **SCOPE OF SERVICES – SPECIAL INSPECTIONS**

Based on our review of the available project information, our proposed scope of services is outlined in the following sections. This project includes special inspections, as required by Chapter 17 of the 2012 International Building Code (IBC). The special inspections included herein are based on the Statement of

GEOServices, LLC | 2561 Willow Point Way, Knoxville, TN, 37931 J Phone (865) 539-8242 Fax (865) 539-8252 | www.geoservicesllc.com

Special Inspections prepared by (Moseley Architects). This schedule notes whether continuous or periodic inspection is required, but does not provide inspection frequencies for "periodic" inspections.

GEOServices will fulfill the role of the Special Inspection Agency and provide testing services as requested by the contractor within the scope of services. For this section, we have defined the inspection as Yes or No if required and periodic or continuous based on the Schedule of Special Inspection Services.

Inspections & Testing	Continuous	Periodic	Y/N	Reference Standard or Compliance Document	Agent
1705.2 Steel Construction			- 14 -		1
Structural steel inspections and non-destructive testing shall be in accordance with the quality assurance inspection requirements of AISC 360-10				1705.2.1 AISC 360-10	
Prior to Welding (AISC 360-10 Table N5.4-1)					
1. Welding procedure specifications (WPSs) available	•		Y	AISC 360-10 Table N5.4-1	1,4
2. Manufacturer certifications for welding consumables	٠		Y		1,4
3. Material identification (type/grade)			Y		3,4
4. Welder identification system		•	Y		3,4
5. Fit-up of groove welds (including joint geometry)		٠	Y		2,3
a. Joint preparation					
b. Dimensions (Alignment, root open, root (ace, bevel)					
c. Cleanliness (Condition of steel surfaces)					
d. Tacking (tack weld quality and location)					
e. Backing type and fit (if applicable)					
6. Configuration and finish of access holes		٠	Y		3
7. Fit-up of filet welds		•	Y		2,3
a. Dimensions (Alignment, root open, root face, bevel)					
b. Cleanliness (Condition of steel surfaces)					
c. Tacking (tack weld quality and location)					
During Welding (AISC 360-10 Table N5.4-2)					
1. Use of qualified welders		•	Y	AISC 360-10 Table N5.4-2	1,2

Proposal for Special Inspections and Materials Testing Services Hamblen County Justice Center (RFQ# 2021-07) / Morristown, Tennessee

Inspections & Testing	Continuous	Periodic	Y/N	Reference Standard or Compliance Document	Agent
2. Control and handling of welding consumables		•	Y		2
a. Packaging					
b. Exposure control					
3. No weiding over cracked tack weids		•	Y		2
4. Environmental conditions		•	Y		2
a. Wind speed within limits					
b. Precipitation and temperature		1			
5. WPS followed		•	Y		2
a. Settings on welding equipment					
b. Travel speed					
c. Selected welding materials					
d. Shielding gas type/flow rate					
e. Preheat applied					
f. Interpass temperature maintained (min/max)					
g. Proper position (F, V, H, OH)					
h. Intermix of filler metals avoided unless approved					
6. Welding techniques		•	Y		2
a. Interpass and final cleaning					
b. Each pass with profile limitations					
c. Each pass meets quality requirements					
After Welding (AISC 360-10 Table N5.4-3)					
1. Welds cleaned		٠	Y	AISC 360-10 Table N5.4-3	1,2
2. Size, length, and location of welds	٠		Y		1,2
3. Welds meet visual aceptance criteria	٠		Y		1,2
a. Crack prohibition					
b. Weld base-metal fusion					
c. Crater cross section					
d. Weld profiles					
e. Weldisize					
f. Undercut					
g. Porosity					
4. Arc strikes	•		Y		1,2

Proposal for Special Inspections and Materials Testing Services Hamblen County Justice Center (RFQ# 2021-07) / Morristown, Tennessee

Inspections & Testing	Continuous	Periodic	Y/N	Reference Standard or Compliance Document	Agent
5. k-area	•		Y		2
6. Backing removed and weld tabs removed (if required)	٠		Y		2
7. Repair activities	٠		Y		1,4
8. Document acceptance or rejection of welded joint or member	•		Y		
9. Placement of reinforcing or contouring fillet welds (if required) (rei: AISC 341-10)	•		N		2
<ol> <li>Backing removed, weld tabs removed and finished, and fillet welds added (if required) (ref. AISC 341-10)</li> </ol>	٠		N		2
Nondestructive Testing (AISC 360-10 Section N5.5)					
<ol> <li>Risk Category II Structures - Perform Ultrasonic Testing on 10% of CJP groove welds in butt, T- and corner joints subject to transversiey applied tension loading, in materials 5/16 inches thick or greater.</li> </ol>		•	Ν	AISC 360-10 Section N5.5	1,2
<ol> <li>Risk Category III or IV Structures - Perform Ultrasonic Testing on all CJP groove welds subject to transversely applied tension loading in butt, T- and corner joints subject to transversley applied tension loading, in materials 5/16 inches thick or greater.</li> </ol>		•	Y		1,2
<ol> <li>Access holes - Perform Magnetic Particle Testing or Liquid Penetrant Testing when the flange thickness exceeds 2 inches for rolled shapes, or when the web thickness exceeds 2 inches for built-up shapes.</li> </ol>		•	N		1,2
4. Welded Joints Subject to Fatigue	٠		N		1,2
Nondestructive Testing (AISC 341-10 Section J6.2)					
1. k-arga	٠		N	AISC 341-10 Section J6.2	2
2. CJP Groove weld	•		N		2
3. Lamellar tearing	•		N		2
4. Beam cope and access hole	•		N		2
5. Reduced beam section repair	•		N		2,4
6. Weld tab removal	٠		N		2
Prior to Bolting (AISC 360-10 Table N5.6-1)					
1. Manufacturer's certifications available for fastener materials	٠		Y	AISC 360-10 Section N5.6-1	3,4
2. Fasteners marked in accordance with ASTM requirements		•	Y		3,4
<ol> <li>Proper fasteners selected for the joint detail (grade, type, bolt length if threads are to excluded for shear plane)</li> </ol>		•	Y		3,4
4. Proper botting pattern selected for joint detail		•	Y		2,4
<ol> <li>Connecting elements, including the appropriate faying surface condition and hole preparation, if specified, meet applicable requirements</li> </ol>			Y		2,4
<ol> <li>Pre-installation vertication testing by installation personnel observed and documented for fastener assemblies and methods used (Not required for snug tight bolts)</li> </ol>		•	Y		1,2
<ol> <li>Proper storage provided for bolts, nuts, washers and other fastener components</li> </ol>		•	Y		1,2

Proposal for Special Inspections and Materials Testing Services Hamblen County Justice Center (RFQ# 2021-07) / Morristown, Tennessee

Inspections & Testing	Continuous	Periodic	Y/N	Reference Standard or Compliance Document	Agent
During Bolting (AISC 360-10 Table N5-6.2)					
These inspections are not required for snuq-tight joints. These inspections are not required for pretensioned joints and matchmarking techniques, the direct-tension-indicator method	d slip-cri d, or the	tical joir twist-o	nts, when th fl-type tensi	ne installer is using the turn-of-nut method ion control bolt method.	with
1. Fastener assemblies, of suitable condition, placed in all holes and washers (if required) are positioned as required		•	Y	AISC 360-10 Section N5.6-2	2
2. Joint brought to the snug-tight condition prior to pretensioning operation		•	Y		2
3. Fastener component not turned by the wrench prevented from rotating		•	Y		2
<ol> <li>Fasteners are pretensioned in accordance with the RCSC specification, progressing systematically from the most rigid point toward the free edges</li> </ol>		•	Y		1,2
After Bolting (AISC 360-10 Table N5.6-3)				11	
1. Document acceptance or rejection of bolted connections		٠	Y	AISC 360-10 Table N5.6-3	1,2
Other Inspection Tasks (AISC 360-10 Section N5.7)					
<ol> <li>Verify compliance of fabricated steel with the details shown on the approved shop drawings</li> </ol>	1	•	Y	AISC 360-10 Section N5.6-7	1,2
<ol> <li>Verify compliance of the erected steel frame with the details shown on the approved erection drawings, including braces, stifferers, member location and joint details</li> </ol>		•	Y		1,2
3. Anchor rods and other embedment supporting structural steel		•	Y		1,2
a. Verify the diameter, grade, type and length of the anchor rod or embedded item					
<ul> <li>Verify the extent or depth of embedment into the concrete</li> </ul>					
4. RBS requirements, if applicable (ref: AISC 341-10)		•	N		1,2
a. Contour and finish					
b. Dimensional tolerances					
<ol> <li>Protected zone - no holes and unapproved attachments made by <u>fabricator</u> or erector, as applicable (ref: AISC 341-10)</li> </ol>		•	N		2
<ol> <li>H-Piles - Protected zone - no holes and unapproved attachments made by the responsible contractor, as applicable (ref: AISC 341-10)</li> </ol>		•	N		4
1705.2.2 Cold-Formed Steel Deck	- 67		1.1		
<ol> <li>Special inspections in accordance with QA/QC-2011 Standard for Quality control and Quality assurance for installation of steel deck</li> </ol>		•	Y	1705.2.2	4

Inspections & Testing	Continuous	Periodic	Y/N	Reference Standard or Compliance Document	Agent
1705.2.3 Open-Web Steel Joists and Jois	t Gird	ers	1-22		
1. Installation of oper-web steel joists and joist girders		۲	Y	Table 1705.2.3	1,2
a. End connections - welding or botted					
b. Bridging - horizontal or diagonal					
i. Standard bridging					
<li>Bridging that differs from the SJI specifications listed in section 2207</li>					
Inspection of Composite Structures Prior t	o Co	ncrete	Placer	ment (AISC 341-10 Table J9	-1)
Prior to Concrete Placement (AISC 360-10 Table N6-1)					
1. Placement and installation of steel deck		٠	Y	AISC 360-10 Table N5-1	1,2
2. Placement and installation of steel headed stud anchors		•	Y		1,2
3. Document acceptance or rejection of stud elements		•	Y		1
Prior to Concrete Placement (AISC 341-10 Table J9-1)					
1. Material identification of reinforcing steel (Type/Grade)		•	N	AISC 341-10 Table J9-1	1,2
2. Determination of carbon equivalent for reinforcing steel other than ASTM A706		۲	N		2
3. Proper reinforcing steel size, spacing and orientation			N		1,2
4. Reinforcing steel has not been rebent in the field		•	N		2
5. Reinforcing steel has been tied and supported as required		•	N		2
6. Required reinforcing steel clearances have been provided		٠	N		2
7. Composite member has required size		٠	N		2
During Concrete Placement (AISC 341-10 Table J9-2)					
<ol> <li>Concrete: Material identification (mix design, compressive strength, maximum large aggregate size, maximum slump)</li> </ol>		٠	N	AISC 341-10 Table J9-2	2
2. Limits on water added at the truck or pump		•	N		2
3. Proper placement techniques to limit segregation		٠	N		2
After Concrete Placement (AISC 341-10 Table J9-3)			h		
1. Achievement of minimum specified concrete compressive strength at specified age		•	N	AISC 341-10 Table J9-3	2
1705.2.4 Cold-formed Steel Trusses Spar	nning	60-fe	et or Gr	reater	- 14 Barry 2
1. Verify temporary installation restraint/bracing installed in accordance with the approved shop drawings		•	N	Table 1705.2.4	1,4
<ol> <li>Verity permanent individual truss member restraint/bracing installed in accordance with the approved shop drawings</li> </ol>			N		1,2

Inspections & Testing	Continuous	Periodic	Y/N	Reference Standard or Compliance Document	Agent
1705.3 Concrete Construction					
1. Inspect reinforcing steel, including prestressing tendons, and verify placement.		•	Y	Table 1705.3	2
2. Inspect reinforcing steel welding in accordance with steel construction section above		•	Y		2
3. Inspect anchors cast in concrete		•	Y		2
<ol> <li>Inspect anchors post-installed in hardened concrete members</li> </ol>	•		Y		1,2
5. Verity use of approved design mix		•	Y		2
<ol> <li>Prior to placement fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete</li> </ol>	•		Y		2
<ol><li>Inspect concrete and shotcrete placement for proper application techniques</li></ol>	•		Y		2
<ol> <li>Inspect for maintenance of specified curing temperature and techniques</li> </ol>		•	Y		2
9. Inspect prestressed concrete for:					1,2
a. Application of prestressing forces	•		Y		
<ul> <li>b. Grouting of bonded prestressing tendons in the seismic-force-resisting system</li> </ul>	۲		Y.		
10. Inspect erection of precast structural members		•	Y		1,2
<ol> <li>Verify in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs</li> </ol>		•	Y		2
12. Inspect formwork for shape, location and dimensions of the concrete member being formed		•	Y		1,2
1705.4 Masonry Construction		<u>x</u> -			
1. Inspect masonry construction in accordance with 1705.4 and TMS 602-13/ACI 530.1-13/ASCE 6-13 Article 1.6				TMS 602-13/ACI 530.1-13/ASCE 6-13 Article 1.6	1,2
Level A Quality Assurance (Table 3)					
Prior to construction verify certificates of compliance			Y		4
Level B Quality Assurance (Table 4)					
lest as follows:					
Verify slump flow and Visual Stability Index (VSI) as delivered to the project site in accordance with TMS 602-13/ACI 530.1-13/ASCE 6-13 Specification Article 1.5B.1.b.3 for self-consolidation grout		•	Y		2
2. Verify fm and feac in accordance with TMS 602-13/ACI 530.1-13/ASCE 6-13 Specification Article 1.4B prior to construction, except where specifically exempted		•	Y		2

Inspections & Testing	Continuous	Periodic	Y/N	Reference Standard or Compliance Document	Agent
Inspections as follows:					
<ol> <li>Verify compliance with the approved submittals and project specifications</li> </ol>		•	Y		4
2. At the start of masonry construction, verify:					
a. Proportions of site-prepared mortar		۲	Y		2
b. Construction of mortar joints		٠	Y		2
<ul> <li>Grade and size of prestressing tendons and anchorages</li> </ul>		•	N		2
d. Location of reinforcement, connectors, prestressing tendons and anchorages		•	Y		2
e. Prestressing technique			N		2
f. Properties of thin-bed mortar for AAC masonry. (Continuous inspection is required for the first 5000 square feet of AAC masonry. Periodic inspection is required after the first 5000 square feet of AAC masonry.)	•	•	N		2
3. Prior to grouting, verify:					
a. Grout space is clean		۲	Y		2
b. Grade, type and size of reinforcement and anchor bolts, and prestressing tendons and anchorages			Y		2
<ul> <li>c. Placement of reinforcing and connectors, and prestressing tendons and anchorages</li> </ul>			Y		2
d. Proportions of site-prepared grout and prestressing grout for bonded tendons		۲	Y		2
e. Construction of montar joints		٠	Y		2
4. During masonry construction, verify:					
a. Size and location of structural members		۲	Y		1,2
<li>b. Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction</li>		•	Y		1,2
c. Welding of reinforcement	۲		Y		1,2
d. Preparation, construction and protection of masonry during cold weather (Temperature below 40° F) or hit weather (Temperature above 90°F)		•	Y		2
e. Application and measurement of prestressing force	٠		N		2
<ol> <li>Placement of grout and prestressing grout for bonded tendons is in compliance</li> </ol>	۲		Y		2
g. Placement of AAC masonry units and construction of thin-bed mortar joints. (Continuous inspection is required for the first 5000 square feet of AAC masonry. Periodic inspection is required after the first 5000 square feet of AAC masonry.)	•	•	N		2

Inspections & Testing	Continuous	Periodic	Y/N	Reference Standard or Compliance Document	Agent
5. Observe preparation of grout specimens, mortar specimens and/or prisms		•	Y		2
1705.6 Soils	14				
1. Verify materials below shallow foundation are adequate to achieve the required bearing capacity		٠	Y	Table 1705.6	2
2. Verify excavation are extended to proper depth and have reached proper material		•	Y		2
<ol> <li>Preform classification and testing of compacted fill materials</li> </ol>		•	Y		2
<ol> <li>Verity use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill</li> </ol>	•		Y		2
<ol><li>Prior to placement of controlled fill, observe subgrade and verify that site has been prepared property</li></ol>		•	Y		2
Inspections & Testing	Continuous	Periodic	Y/N	Reference Standard or Compliance Document	Agent
1705.15 Mastic and Intumescent Fire-Res	sistan	t Coa	tings		
1. Perform inspections in accordance with AWCI 12-B and 1705.15		•	Y	AWCI 12-B	1,2
1705.16 Exterior Insulation and Finish Sys	stems	(EIF	S)		
1. Perform inspections in accordance with project specifications and 1705.16		٠	N		1,2
1705.17 Fire-resistant Penetrations and J	oints		1.2		
1. Perform inspections in accordance with project specifications and 1705.17		٠	Y	1705.17.1, 1705.17.2	1,4
1705.18 Smoke Control					1. 2 14
1. Perform testing in accordance with project specifications and 1705.18		•	Y		1,7

Inspections & Testing	Continuous	Periodic	Y/N	Reference Standard or Compliance Document	Agent
1705.7 Driven Deep Foundation Elements					
1. Veriëy materials, sizes and lengths	۲		Y	Table 1705.7	2
<ol> <li>Determine capacities of test elements and conduct additional load tests when required. Refer to project specifications</li> </ol>			Y		2
<ol> <li>Maintain complete and accurate records for each element.</li> </ol>	٠		Υ		2
4. Observe and verify drilling operations	•		Y		2
a. Verify element locations and plumbness					
b. Verify type and size of hammer					
c. Record number of blows per foot of penetration					
d. Determine required penetration to achieve specified capacity					
e. Record pile tip and butt elevations					
i. Document any damage to any foundation element					
5. For steel elements, preform additional inspection in accordance with 1705.2 and AISC 341-10. Table J10-1			Y	AISC 341-10 Table J10-1	1,2
<ol> <li>For concrete elements and concrete-filled elements, perform additional inspections in accordance with 1705.3</li> </ol>			Y		<mark>1,2</mark>
<ol><li>For specialty elements, perform additional inspections as required in the project specifications.</li></ol>			Y		1,2
1705.8 Cast-In-Place Deep Foundation	- 5			the start and	
1. Maintain complete and accurate records for each element	۲		Y	Table 1705.8	2
2. Observe and verify drilling operations	۲		Y		2
a. Verify element locations and plumbness					
b. Verify element diameter					
c. Verify bell diameter (if applicable)					
d. Verify element lengths					
e. Verify embedment depth into bedrock (if applicable)					
f. Verify adequate end-bearing strata capacity					
g. Record concrete or grout volumes					
3. For concrete elements, perform additional inspections in accordance with 1705.3			N		1

#### SCOPE OF SERVICES – MATERIALS TESTING

- 1. <u>Floor Flatness and Levelness</u>: Floor flatness and levelness testing of finished concrete floors in general accordance with ASTM E1155 can be performed if requested. Our personnel will perform the testing and report the results upon completion of the test.
- Field Density Testing of Basestone: After the basestone is placed and compacted our personnel can perform field density testing of the in-place basestone. Our personnel will record moisture content, compacted density and the approximate test location.
- 3. <u>Asphalt Testing</u>: During asphalt placement, our personnel can perform density testing during asphalt placement. If requested and at the completion of asphalt placement, we can obtain core samples from the recently placed asphalt, testing each core for thickness and specific gravity. The specific gravity test results can be compared to the asphalt supplier's Job Mix Formula (JMF) to obtain a percent compaction for each core.

#### Reporting

Formal reports summarizing Special Inspection observations will be reviewed by the Project Manager and distributed according to the project distribution list.

"Discrepancies" are defined as deviations of material, installation, fabrication, erection, or placement of components and connections from the project design drawings, specifications, direction provided by the designers, or industry standards referenced in the project documents. A "deviation" identified and corrected in accordance with the design during the same shift under the observation of the same Special Inspector that identified the deviation will not be logged as a Discrepancy. If it is not corrected before the end of the shift, it will be logged as a Discrepancy.

A Discrepancy Notice will be prepared for each discrepancy on a standard form, documenting the discrepancy and providing additional information. The Discrepancy Notice will be distributed to the Contractor, Owner, Architect, Structural Engineer of Record (SER), and Building Official.

#### **Final Report**

At completion of the project, a Special Inspection Final Report will be issued indicating compliance of inspected items to the design documents to the best of the Special Inspector's knowledge and belief. The Final Report will be signed and sealed by the Special Inspector. The submittal is conditionally dependant on the previous scope of services being implemented and on all discrepancies having been resolved.

#### LABORATORY ACCREDITATION

GEOServices participates and maintains AASHTO Accreditation through the AMRL and CCRL certification programs. This accreditation confirms our laboratory meets or exceeds the requirements outlined in ASTM E329 for materials testing and inspection laboratories. Confirmation of our accreditation is shown on the AMRL website at <a href="http://www.amrl.net">http://www.amrl.net</a>.

#### **EXCLUSIONS**

The following items are specifically excluded from our scope of services:

- 1. Items not discussed above.
- 2. Surveying of test locations and elevations.
- 3. Providing a curing environment for the initial 24 to 48 hours for the concrete cylinders.
- 4. Directing the means and methods of the project subcontractors.
- 5. Construction Management.
- 6. Civil/Architectural design services.

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#### FEES

GEOServices proposes to perform the scope of services discussed above on a unit rate basis. The actual cost of our services will be dependent on the construction schedule, the number of trips requested and the number of units performed in accordance with the attached fee schedule. With each invoice, we can update you with services provided for that invoice, as well as the total fees to date. Our actual fees will be dependent on services performed.

Since GEOServices will be on-site only when requested by your appointed representative, your project superintendent will have ultimate control over the project efficiency and cost of the materials testing services.

#### CONTRACT

Our Agreement for Services Form is incorporated as part of this proposal. Please indicate your acceptance of our proposal by signing the backs of the form and returning one copy to our office. Upon receipt, we will execute the contract and proceed with the performance of our services.

If this proposal is transmitted to you via email, and/or if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to GEOServices that you have reviewed the proposal and the associated Agreement for Services and hereby accept both as written.

#### CLOSURE

GEOServices looks forward to working with you on this project. If you have any questions or require additional information, please feel free to call us.

Sincerely,

**GEOServices**, LLC

Christopher R. Haynes, P.E. Project Manager

WRY

W. Ros Kingery III, P.E. Vice President

Attachments: Fee Schedule Agreement for Services



## **FEE SCHEDULE**

#### A. PERSONNEL

1.	Engineering Technician, *per hour	\$ 50.00
	Senior Engineering Technician, *per hour	
3.	Metals Technician, per hour	\$ 95.00
4.	Staff Professional, per hour	\$ 90.00
	Registered Engineer, per hour	
6.	Senior Registered Engineer, per hour	\$ 150.00
7.	Trip Charge, per round trip	\$ 25.00
8.	Drafting Services, per hour	\$ 65.00
9.	Secretarial Services, per hour	\$ 45.00

#### B. LABORATORY

1.	Moisture Content, each\$ 10.00
2.	Atterberg Limits, each\$ 75.00
3.	Proctor Compaction Test:
	a.) Standard Methods, each\$ 150.00
4.	Stone Proctor Compaction Test – Standard, each
5.	Concrete Cylinder Compression Test, per cylinder cast
6.	Masonry Mortar and Grout Testing, per sample cast\$ 20.00
7.	Asphalt Core Thickness and Unit Weight, per core \$ 50.00

Note: Additional project specific tests will be priced upon request

#### C. SPECIAL EQUIPMENT CHARGES

1.	Nuclear Gauge, per site visit
2.	Floor Profilometer, per day \$ 250.00
3.	Asphalt Coring Machine, per day\$ 250.00
4.	Rental Equipment/Subcontracts Cost + 15%

\*Overtime - Time over 8 hours per day, plus Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.

<u>Notes:</u> All personnel time is portal to portal. Engineering Technician, Minimum 4 hours per visit.



# AGREEMENT FOR SERVICES

Date: May 3, 2021

### GEOServices, LLC

(hereafter Consultant)

Address:	2561 Willow F	Point Way	
City:	Knoxville		
State:	Tennessee	Zip:	37931
Telephone:	865-539-8242		
<b>F</b> .	000 000 0000		

Fax: 865-539-8252 Email: rkingery@geoservicesllc.com

Client Name (hereafter Client): Office of the Hamblen County Mayor

Address:	511 West Second North Street				
City:	Morristown				
State:	TN	Zip:	37814		

Telephone: Fax:

Email: johnna.harrell@CO.hamblen.tn.us

#### **PROJECT INFORMATION**

Project Name: Hamblen County Justice Center

Project Location: Morristown, Tennessee

#### SERVICES TO BE RENDERED

Proposal Number: 12-21037 Dated: 05/03/2021 is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing Services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

1. OFFER ACCEPTANCE: Client hereby accepts Consultant's offer to provide Services as described in Consultant's proposal for Services referenced under "SERVICES TO BE RENDERED" and agrees that such Services and any additional Services authorized by Client shall be governed by this Agreement. If Client requests Consultant to start performing Services prior to receipt of this Agreement, Client agrees that Consultant's beginning of performance is based on reliance that Client will accept and execute this Agreement for Services. If Client requests Consultant to start performing Services by the Client, then such request is an acceptance of this Agreement for Services to the same extent as if Client had executed this Agreement. Should Client choose to accept this Agreement for Services through the use of a Purchase Order, all preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement as this Agreement is for Services that are not compatible with purchase order agreements. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue.

2. CONTRACT DOCUMENTS: "Contract Documents" shall mean this document as well as the proposal listed under "SERVICES TO BE RENDERED" each of which is incorporated into the other.

3. **PAYMENT**: Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not established under SERVICES TO BE RENDERED, then the current fee schedule in effect for the location providing the Services shall be used as the amount to be paid by Client for Services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services authorized by Client in excess of those stated in this Agreement. Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. In case of such suspension or termination, Client waives all claims for damages or delay as a result of such s

Any invoices that are not paid within thirty (30) calendar days of Client's receipt of letter from Consultant demanding payment of the invoices or a collection action notification by an attorney or collection agency shall constitute a release of Consultant by Client from any all claims whatsoever, including, but not limited to, tort or contractual claims which Client may have against Consultant for Services performed under said invoice(s).

4. STANDARD OF CARE: Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing Services in the same or similar locality as the project at the time Services are provided. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE. This STANDARD OF CARE is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, is made or intended by this Agreement, or by the proposal, by oral communications, or by any representations made regarding the Services included in this Agreement.

5. LIMITATION OF LIABILITY: CONSULTANT AND CLIENT MUTUALLY AGREE THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INVOLVE RISKS OF LIABILITY WHICH CANNOT BE ADEQUATELY COMPENSATED FOR BY THE PAYMENTS CLIENT WILL MAKE UNDER THIS AGREEMENT. THEREFORE, THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT OR FIFTY THOUSAND DOLLARS, WHICHEVER IS GREATER. CLIENT AGREES THAT PAYMENT OF THE LIMIT OF LIABILITY AMOUNT IS THE SOLE REMEDY TO THE EXCLUSION OF ALL OTHER REMEDIES AVAILABLE FOR THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. AT ADDITIONAL COST, CLIENT MAY OBTAIN A HIGHER LIMIT OF LIABILITY PRIOR TO COMMENCEMENT OF SERVICES. THE ADDITIONAL COST IS COMPENSATION TO CONSULTANT FOR INCREASING THE CONSULTANT'S LIMIT OF LIABILITY. THE ADDITIONAL COST IS NOT AN INSURANCE COST. THE HIGHER LIMIT OF LIABILITY APPLIES ONLY IF MUTUALLY AGREED TO IN WRITING BY CONSULTANT AND CLIENT AT THE TIME CLIENT ACCEPTS THIS AGREEMENT FOR SERVICES AND THE ADDITIONAL COST PAID WITHIN SEVEN DAYS OF THE DATE OF THE MUTUAL AGREEMENT TO INCREASE THE LIMIT OF LIABILITY.

6. DISCLAIMER OF CONSEQUENTIAL DAMAGES: In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use rising from or related to Services provided by Consultant.

7. **REPORTS**: In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant. Unless a shorter period is stated in the Instrument of Service, all Instruments of Service provided pursuant to this Agreement after which the Instruments of Service are void and can no longer be used or relied upon by anyone for any purpose whatsoever. The period for which an Instrument of Service is valid may be extended by mutual written consent of the Consultant and Client.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any conclusion or information obtained or derived from such electronic files will be at the Client's or other user's sole risk. Data stored in electronic format can deteriorate or be modified inadvertently or otherwise. Consultant shall not be responsible to maintain documents stored in electronic media.

Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without Consultant's written consent. Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out the reuse of the electronic data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant.

Any Instruments of Service, including reports, generated as part of this Agreement are intended solely for use by Client and shall not be provided to any other person or entity without Consultant's written authorization. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against any action or claim brought by any person or entity claiming to rely on the information or opinions contained in the Instrument of Service without Consultant's written authorization.

8. **SAFETY**: Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. Field Personnel: The presence of Consultant's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation or field testing of specific aspects of the project as authorized by Client. Should Client retain the Services of a Contractor(s) for the project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the Contractor(s), its' employees or agents. The presence of Consultant's field personnel for project administration, assessment, observation or testing shall not relieve the Contractor(s) of his responsibility for performing work in accordance with the project plans and specifications. If a Contractor (not a subcontractor of Consultant) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OHSA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Consultant will not be responsible for job or jobsite safety on the project, other than for Consultant's employees and subcontractors, and that Consultant does not have the duty or right to stop the work of the Contractor.

9. **CONFIDENTIALITY:** Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative(s) and to persons designated by the authorized representative to receive such information.

10. SAMPLES: Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.

11. **REPRESENTATIONS OF CLIENT**: Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge.

12. CLIENT OBLIGATIONS: Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and hold harmless Consultant against any claims and claims related costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

13. UTILITIES: Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death, and property liability including costs and attorney's fees resulting from damage or injury to utilities or subterranean structures (pipes, tanks, etc.) arising from the performance of Consultant's Services when the existence of such are not called to Consultant's attention or the location not correctly identified in information furnished Consultant.

14. **CERTIFICATIONS**: Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless : 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.

15. FAILURE TO FOLLOW RECOMMENDATIONS: The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's

recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

#### 16. TERMINATION:

**For Convenience** - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the termination. Upon Termination for Cause, Consultant shall have no further rights or remedies other than those included in this paragraph.

17. UNFORESEEN CONDITIONS OR OCCURRENCES: If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, the risk involved in providing the Services, or the recommended scope of Services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

18. FORCE MAJEURE: Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, usually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.

19. INSURANCE: Consultant shall maintain at its own expense Professional Liability Insurance with limits of \$1,000,000. A certificate can be issued upon request identifying details and limits of coverage.

20. **INDEMNITY**: Client agrees to indemnify, and save harmless Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Subject to the Limitation of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify and save harmless each other in proportion to their relative degree of fault.

21. **DISPUTE RESOLUTION**: Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction.

22. **CAPTIONS AND HEADINGS**: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

23. SEVERABILITY: If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each

provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

24. **ASSIGNMENT AND SUBCONTRACTS**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.

25. NO WAIVER: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

26. LAW TO APPLY: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

**ENTIRE AGREEMENT** – This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.

TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: Office of the Hamblen County Mayor

CONSULTANT: GEOServices, LLC

05/03/2021

BY:

(Signature)

W. Ros Kingery III, P.E. / Vice President

(Print Name / Title)

(Signature)

DATE:

DATE:

BY:

PROPOSAL NUMBER: 12-21037

Faxed signature to be treated as original signature

## Hamblen County, Tennessee Bid Tabulation

Bid Name:	Hale House Bid #3 (2021-14)		Citizen Tribune Newspaper - Public Notice
Department:	Finance	Bid	Citizen Tribune Newspaper Online
Date Bids Opened:	12/2/2021 @ 2:00p.m.	Advertisement:	Hamblen County Government Website
			Emailed 100 Approved Vendors

Vendors Bidding									
Vendor	Bid Amount								
McSpadden, Inc Dandridge, TN	Base Bid	Calendar Days to Complete Base Bid	Alternate 1 Pricing	Calendar Days to Complete Alternate 1	Addendum No. 1 Included	Addendum 11.05.21 Included	Addendum 11.16.21 Included		
License # 18450	\$ 551,800.00	200	\$ 21,259.00	60	$\checkmark$	$\checkmark$	$\checkmark$		