

AGENDA
Board of County Commissioners
Carter County, Tennessee
REGULAR SESSION
Monday, May 18, 2020 at 6:00 PM

Conducted electronically with live public access for the protection of the health, safety and welfare of the public due to the ongoing COVID-19 pandemic

1. Call to Order
2. Roll Call- **County Clerk**
3. Approval of Agenda
4. Acceptance of Meeting Minutes from March meeting
5. Approval of Notaries & Bonds
6. Election of County Attorney
7. Election of Constable for 7th District vacancy
8. Additions and Deletions from Tax Rolls- County Trustee
9. Resolutions:
 - A. "A Resolution Authorizing Submission of an Application and Acceptance of a Litter and Trash Collecting Grant From the State of Tennessee Department of Transportation For the Carter County Litter Grant Program for Fiscal Year 2020-2021."
 - B. "A Resolution Authorizing the County Mayor to Execute the Grant Contract for Local Health Services between the State of Tennessee Department of Health and Carter County for Fiscal Year 2020-2021."
 - C. "A Resolution to Request the Unclaimed Balance of All Accounts Remitted to the State Treasurer Under the Unclaimed Property Act."
 - D. "A Resolution Authorizing County Commissioners to Purchase Insurance Coverage Under the County Insurance Plan(s)."
10. Consideration of 2020-2021 Forensic Services Agreement with ETSU
11. Mayoral Report – **Mayor Rusty Barnett**
12. Committee Reports
13. County Attorney Report
14. Commissioner Comments
15. Adjourn

Board of Commissioners
Carter County, Tennessee
REGULAR SESSION
Monday, March 16, 2020

DRAFT

Call to Order – Chairman, Ray Lyons called the meeting to order at 6:00 PM

Courthouse Emergency Egress Plan – EMA Office – Billy Harrell

Roll Call – Mary Gouge, County Clerk

Name of Configuration File: C:\RollCall-Pro\Configurations\
March 16, 2020 Commission Meeting.rcc
Date and Time of New Session: 3/16/2020 6:03:36 PM

Beginning Roll Call for New Session:

Willie Campbell is Present
Mark Blevins is Present
Robert Acuff is Present
Nancy Brown is Present
Mike Hill is Present
Patty Woodby is Present
Bradley Johnson is Present
Mark Tester is Present
Charles Von Cannon is Present
Isaiah Grindstaff is Present
Jerry Proffitt is Present
Austin Jaynes is Present
Ross Garland is Present
Layla Ward is Present
Ginger Holdren is absent
Randall Jenkins is Present
Gary Bailey is Present
Travis Hill is Present
Sonja Culler is absent
Ray Lyons is Present
Aaron Frazier is Present
Robin McKamey is Present
Kelly Collins is Present
David Miller is Present
Number of Voters PRESENT for Roll Call: 22
Number of Voters ABSENT for Roll Call: 2

Approval of Agenda

Chairman Lyons requested the following changes be made to tonight's agenda:
Addition of 9A: COVID-19 Presentation - Carter County Health Department
Deletion of Mayoral Proclamation A: Honoring the 100th Anniversary of Women's Suffrage
Deletion of Resolution A: A Resolution honoring the life of Clifford Peters
Addition of Resolution D: A Resolution to Ask Major League Baseball to Continue Operating The Appalachian Baseball Minor League.

Chairman Lyons noted that the deletions would be rescheduled.



RECEIVED
05-12-2020 @ 8:30 AM

Motion to was made by Aaron Frazier, seconded by Randall Jenkins, to approve with additions and deletions as requested tonight's agenda. (Item #1)
Recorded on page 354

Roll Call Vote as follows (Item #1):

1. Vote Results for: Item No. 1

Time of Vote: 6:08:01 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Patty Woodby voted: Y

Bradley Johnson voted: Y

Mark Tester voted: Y

Charles Von Cannon voted: Y

Isaiah Grindstaff voted: Y

Jerry Proffitt voted: Y

Austin Jaynes voted: Y

Ross Garland voted: Y

Layla Ward voted: Y

Ginger Holdren was Absent

Randall Jenkins voted: Y

Gary Bailey voted: Y

Travis Hill voted: Y

Sonja Culler was Absent

Ray Lyons voted: Y

Aaron Frazier voted: Y

Robin McKamey voted: Y

Kelly Collins voted: Y

David Miller voted: Y

Passed (22 Y - 0 N - 0 A - 2 Absent)

Number of Abstain Votes: 0

Opening Prayer – Commissioner Willie Campbell

Pledge of Allegiance – Commissioner Mark Tester

Recognition of Elected & Appointed Officials/Guest

Acceptance of Meeting Minutes from February 18, 2020

A correction was requested to be made to the spelling of the name of Constable Myles Cook.
Correction so noted.

Motion was made by Mark Blevins, seconded by Aaron Frazier, to accept with correction noted the minutes of the February 18, 2020 meeting. (Item #2)

Roll Call Vote as follows (Item #2):

2. Vote Results for: Item No. 2

Time of Vote: 6:08:42 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y
 Mike Hill voted: Y
 Patty Woodby voted: Y
 Bradley Johnson voted: Y
 Mark Tester voted: Y
 Charles Von Cannon voted: Y
 Isaiah Grindstaff voted: Y
 Jerry Proffitt voted: Y
 Austin Jaynes voted: Y
 Ross Garland voted: Y
 Layla Ward voted: Y
 Ginger Holdren was Absent
 Randall Jenkins voted: Y
 Gary Bailey voted: Y
 Travis Hill voted: Y
 Sonja Culler was Absent
 Ray Lyons voted: Y
 Aaron Frazier voted: Y
 Robin McKamey voted: Y
 Kelly Collins voted: Y
 David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Approval of Notaries & Bonds

Motion was made by Travis Hill, seconded by Austin Jaynes, to approve as presented the Notaries/Bonds for March 16, 2020. (Item #3)

Tamela D. Collins	Autumn Matherly	Tammy Perkins
Traci N. Proffitt	W. Gordan Vance	Rikki Danielle Baughman
Deborah E. Sutherland	Aimee B. Arrington	Kelly Shook
Betty W. Mustard	William J. Byrd	Amy C. Stateson
Jaclyn A. Lewis	Angela C. Clark	Donna G. Williams
Kimberly K. Henegar	Caitlin A. Atchley	Christine Luster
Paul E. Yoder	*****	Kimberly Sams
*****	Miles Cook 8 th Dist. Constable Bond	*****

Roll Call Vote as follows (Item #3):

3. Vote Results for: Item No. 3

Time of Vote: 7:21:23 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
 Mark Blevins voted: Y
 Robert Acuff voted: Y
 Nancy Brown voted: Y
 Mike Hill voted: Y
 Patty Woodby voted: Y
 Bradley Johnson voted: Y
 Mark Tester voted: Y
 Charles Von Cannon voted: Y
 Isaiah Grindstaff voted: Y
 Jerry Proffitt voted: Y
 Austin Jaynes voted: Y
 Ross Garland voted: Y
 Layla Ward voted: Y

Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

COVID-19 (CORONAVIRUS)

PRESENTATION – CARTER COUNTY HEALTH DEPARTMENT

Carolina Hurst, Carter and Johnson County Director and other health officials, presented an informative report concerning the recent Coronavirus disease. She reported that at this time, there were no positive cases in this area other than currently one case in Sullivan County. It was stated we are preparing for the worst and hoping for the best during the Covid-10 pandemic.

Public Comments

Jim McGee, Ridgcrest Drive, Johnson City, spoke concerning a property dispute.

United States Census Presentation – Kevin Flanary, (U.S. Department of Commerce – Partnership Specialist)

Mr. Flanary spoke concerning the importance of the 2020 Census. Data from the census provides the basis for distributing federal funds to support numerous vital programs. Data for the census remains confidential and is protected by strict federal law.

Presentation recognizing students from Carter County Schools who recently won The Battle of the Build event.

County Mayor, Rusty Barnett along with Commissioner Layla Ward, Chairwoman of the Education Committee, and Dr. Kevin Ward, Carter County Superintendent of Schools welcomed teachers along with approximately twenty students to the podium to receive Certificates of Recognition.

This year's winning entry was a "car-b-que" a front half of a 1972 Volkswagen Super Beetle with a large barbecue grill installed in what had been its hood. The back end of the vehicle was the towing system. Students from the county's four schools were involved in the design of the vehicle as follows: Cloudland High School (welding), Hampton High School (engineering & design), Happy Valley High School (electrical wiring and electronics) Unaka High School (paint and body work).

This was the third straight Battle of the Build, as well as the third straight win for Carter County Schools at the Johnson City Area Home Builders Home and Outdoor Show. The "car-b-que" was auctioned and the funds received will help defray cost of the state championship competition.

Recess

Chairman Lyons called for a ten (10) minute recess. Following the recess, Chairman Lyons called the meeting back to order.

Mayoral Proclamation -- Rusty Barnett

Mayor Barnett introduced Commissioner Robert Acuff, Chairman of the Health & Welfare Committee to the podium. County Attorney, Joshua Hardin read the proclamation as presented.

Jillian Reece and Emma Carpenter, SADD Club member representing Carter County in Washington, D.C., was welcomed to the podium and presented a copy of the Proclamation.

The *Proclamation, In Honor of National Drug and Alcohol Fact Week, March 30 through March 16, 2020* was declared by Mayor Barnett. Recorded on page : 355

Resolutions: B, C, D

County Attorney, Joshua Hardin gave a brief description of the Resolutions and presented he same for consideration.

- B. **RESOLUTION No. 760**
"A RESOLUTION RAISING AWARENESS OF HOW THE CORONAVIRUS (COVID-19) IS SPREAD AND PREVENTATIVE MEASURES RECOMMENDED BY THE CENTER FOR DISEASE CONTROL (CDC) TO AVOID INFECTION"

Motion was made by Nancy Brown, seconded by Mike Hill, to approve as presented. Resolution B (Resolution No. 760). (Item # 4) Recorded on pages 356-357

Roll Call Vote as follows (Item #4):

4. Vote Results for: Item No. 4

Time of Vote: 7:23:38 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

C. **RESOLUTION No. 761**
"A RESOLUTION IN SUPPORT OF THE PROTECTION OF INDIVIDUAL RIGHTS OF THE CITIZENS OF CARTER COUNTY, TENNESSEE TO HUNT AND FISH AND RECOGNIZING THE ECONOMIC IMPORTANCE OF THESE ACTIVITIES IN TENNESSEE."

Motion was made by Mike Hill, seconded by Jerry Proffitt, to approve as presented, Resolution C (Resolution No. 761) (Item #5) Recorded on pages ~~358-360~~

Roll Call Vote as follows (Item # 5):

5. Vote Results for: Item No. 5

Time of Vote: 7:24:13 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

D. **RESOLUTION No. 762**
"A RESOLUTION TO ASK MAJOR LEAGUE BASEBALL TO CONTINUE OPERATING THE APPALACHIAN BASEBALL MINOR LEAGUE"

Motion was made by Tavis Hill, seconded by Bradley Johnson, to approve as presented, Resolution D (Resolution No. 762) (Item #6) Recorded on pages ~~361-362~~

Roll Call Vote as follows (Item #6):

6. Vote Results for: Item No. 6

Time of Vote: 7:33:13 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y

Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Mayoral Report – Mayor Rusty Barnett

Mayor Barnett presented updates and reports on the following items:
Forensic autopsy cost/contract to be negotiated during the next fiscal year
Forensic Pathology Report – 5 Autopsies for February 2020
Covid-19 (Coronavirus) - Concerning closings
Feeding children during school closure during the State of Emergency
Election Commission Office – Collecting donations of items during this time

The appointment of Brian White to the Board of Commissioners of the Hampton Utility District of Carter County, was made by Mayor Rusty Barnett in accordance with T.C.A. >7-82-307(a), to serve a four-year term expiring 2024. Let the record reflect the same this the 16th day of March 2020.

Committee Report

Carter County Expenditure Budget Report for the Month of February 2020 was Provided to Carter County Commissioners by Brad Burke, Finance Director. Included in the report were the Account Numbers, Account Description, Budget Amounts, Budget Amendments, and Amended Budgets, Month-to-day expenditures. Outstanding encumbrances, and Unencumbered Balances were provided in the report as well.

Budget-Chairman Ross Garland presented the following recommendations.

Motion was made by Ross Garland, seconded by Aaron Frazier, to approve a Three-year Master Lease Agreement for three vehicles for the Sheriff's Department. Annual payments are \$15,527.98. Funds will be transferred from account #101-54110-718 to #101-54110-351 for the current fiscal year. (Item #7) Recorded on pages 363-372

Roll Call Vote as follows (Item #7):

7. Vote Results for: Item No. 7
Time of Vote: 7:33:27 PM
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Motion was made by Ross Garland, seconded by Austin Jaynes, to approve purchase and installation of a new server for the Circuit Court Clerk's office for a total of \$8,200. Funds will come from reserves (#34520-003) and expenditure account #53100-317 (\$1,000- and #53100-709 (\$7,200). (Item #8)

Roll Call Vote as follows (Item #8):

8. Vote Results for: Item No. 8
Time of Vote: 7:34:11 PM
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y

Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Motion was made by Ross Garland, seconded by Austin Jaynes, to approve General Fund #101 budget amendment #8 (items 1-17) for a total of \$45,898.83 with a net of \$12,677.77 going back into unassigned fund balance. This net increase consists of an increase in revenue of \$20,849 and using \$5,719.43 to pay down excess balance of com-time and \$2,451.80 to pay Budget Committee members for additional meetings/hearing during the budget process. (Item #9) Recorded on page(s) 373-374

Roll Call Vote as follows (Item #9):
9. Vote Results for: Item No. 9
Time of Vote: 7:34:44 PM
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Motion was made by Ross Garland, seconded by Austin Jaynes, to approve Solid Waste/Sanitation Fund #116 Amendment #7 (item 1) for a total of \$3,500 with nothing coming from fund balance. (Item #10) Recorded on page(s) 375

Roll Call Vote as follows (Item #10)

10. Vote Results for: Item No. 10
Time of Vote: 7:35:18 PM
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Motion was made by Ross Garland, seconded by Travis Hill, to approve Sports and Recreation Fund #123 Amendment #4 (item1) for a total of \$50,200 with nothing coming from fund balance. (Item #11) Recorded on page(s) 375

Roll Call Vote as follows (Item #11):

11. Vote Results for: Item No. 11
Time of Vote: 7:35:43 PM
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y

Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Motion was made by Ross Garland, seconded by Nancy Brown, to approve Highway/Public Works Fund #131 Amendment #8 (items 1-5) for a total of \$785,227.11 with \$10,357.98 coming from Highway Fund unassigned fund balance. Unassigned fund balance will be used for matching funds (\$9,357.98) for a bridge grant and builders risk insurance premium of \$1,000.00 (Item #12) Recorded on page(s) 376

Roll Call Vote as follows (Item #12):
12. Vote Results for: Item No. 12
Time of Vote: 7:36:37 PM
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Motion was made by Ross Garland, seconded by Kelly Collins, to approve General Purpose School Fund #141 Amendment #7A (items 1-9) for a total of \$153,250.98 with nothing coming from GPS Fund Balance. (Item #13) Recorded on pages 377

13. Vote Results for: Item No. 13
Time of Vote: 7:37:12 PM
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y

Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Motion was made by Ross Garland, seconded by Mark Blevins, to approve General Purpose School Fund #141 Amendment #8 (items 1-9) for a total of \$172,630.52; with \$32,691.51 from GPS Fund Balance to cover step increases (\$7,035.33), payments at retirement to retirees (\$23,063.17), substitute nurses (\$2,000), and flood damage repair (\$593.01). (Item #14) Recorded on pages 378-379

Roll Call Vote as follows (Item #14):
14. Vote Results for: Item No. 14
Time of Vote: 7:38:26 PM
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y

David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Motion was made by Ross Garland, seconded by Austin Jaynes, to approve School Federal Projects Fund #142 Amendment #6 (item #1) for a total of \$3,500 with nothing coming from fund balance. (Item #15) Recorded on page 379

Roll Call Vote as follows (Item #15)
15. Vote Results for: Item No. 15
Time of Vote: 7:38:52 PM
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Motion was Ross Garland, seconded by Aaron Frazier, to approve the monetary Donations made to the Animal Shelter (\$900) and the School Department (\$200). (Item # 16)

Roll Call Vote as follows (Item #16):
16. Vote Results for: Item No. 16
Time of Vote: 7:39:13 PM
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y

Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Motion was made by Ross Garland, seconded by Aaron Frazier, to approve the non-monetary donations made to the Animal Shelter (value of \$636.26). (Item #17)

Roll Call Vote as follows (Item #17):

17. Vote Results for: Item No. 17

Time of Vote: 8:16:16 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Commissioner Ross Garland also presented a brief update concerning Keep America Beautiful and from the Chamber. He noted that the Chamber was looking for a new director.

Building & Grounds - The committee minutes reflects actions taken by the Committee.

Education – Dr. Kevin Ward, Carter County Director of School spoke concerning the closure of schools due to the Covid-19 March 18 thru March 31, 2020. However, that date will be re-evaluated upon recommendation from the Centers for Disease Control and Prevention (CDC).

Lesson packets and folders have been made available for students during this time. Also “feeding stations” for children have been placed and are drive thru for meal pickup at several locations.

Dr. Ward stated all announcements had been made through the news media, the school one-call system, face-book page concerning school closing.

Chairwoman Layla Ward had no recommendations to present. Let the committee minutes reflect actions taken during the meeting.

Financial Management – Chairman Bradley Johnson had no recommendations to present. Let the committee minutes reflect actions taken during the meeting.

Health & Welfare – Robert Acuff Chairman - Let the committee minutes reflect actions taken during the meeting.

Discussion began concerning the Coronavirus (COVID-19). The safety of the employees as well as customers during the pandemic was discussed. It was noted that an employee work policy needed to be in place should an employee test positive for the virus.

Motion was made by Austin Jaynes, seconded by Jerry Proffitt, to allow any employee testing positive for the Coronavirus (COVID-19) to be quarantined as recommended by the CDC for a period of fourteen (14) working days. Then they will be re-evaluated and if once again testing positive, the employee will be allowed to take an additional 14 working days (total of 28 working days). During this time, the employee will not be forced to use sick days, vacation days or comp time as the county will absorb the costs.

Following the additional fourteen (14) working days, (total of 28 working days), the employee would be re-evaluated and given the option to use sick days, vacation days or comp time. It was also noted we must be mindful of the HIPAA Policy when acting on this matter. (Item #18)

Discussion followed concerning family members that may become quarantined, as to allow time off. Exposure of fellow employees was also discussed. However, no action was taken on these items.

Roll Call Vote as follows (Item #18):

18. Vote Results for: Item No. 18

Time of Vote: 8:42:06 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Patty Woodby voted: N (**Requested that vote should have been abstain for cause as a county employee)

Bradley Johnson voted: Y

Mark Tester voted: Y

Charles Von Cannon voted: N
Isaiah Grindstaff voted: A
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: N
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (18 Y - 3 N - 1 A - 2 Absent)
Number of Abstain Votes: 1 (see also note **)

Motion was made by Austin Jaynes, seconded by Aaron Frazier, to earmark up to \$10,000 toward the purchase of sprayers and chemicals necessary to combat the Coronavirus. These are to be used at the Courthouse, Clerks Office and Sheriff's Office. Any funds not used toward this purchase would be returned. (Item # 19)

Roll Call Vote as follows (Item #19):
19. Vote Results for: Item No. 19
Time of Vote: 8:50:42 PM
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: N
Mark Blevins voted: N
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: N
David Miller voted: Y
Passed (19 Y - 3 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Commissioner Willie Campbell noted that he did not fully understand the motion and should have voted no. However, the votes had been revealed and were unable to be changed.

Highway – Chairman Mark Blevins

Motion was made by Mark Blevins, seconded by Nancy Brown, to authorize Roger Colbaugh Highway Superintendent, to disperse the declared surplus County Highway Department Equipment as requested and listed on pages 380–382 via sale on gov.deals.com. (Item #20)

Roll Call Vote as follows (Item #20):

20. Vote Results for: Item No. 20

Time of Vote: 8:54:29 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Landfill – Vice-Chairman Mark Blevins – Let the committee minutes reflect action taken by the committee.

Law Enforcement – Chairman Mike Hill – The minutes of the March 12th meeting were unavailable. Chairman Hill extended gratitude to fellow Commissioners in regards to the approval of the hunting and fishing resolutions tonight. (see Resolution No. 761).

Nominating Chairwoman Patty Woodby, presented the following recommendations.

Motion was made by Austin Jaynes, seconded by Mark Tester, to accept and affirm the appointment of Mark Anthony Dotson to the Industrial Development Board. (Item # 21)

Roll Call Vote as follows (Item #21):

21. Vote Results for: Item No. 21

Time of Vote: 8:55:41 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Motion was made by Patty Woodby, seconded by Aaron Frazier, to accept and confirm the appointment of Lisa Taylor McGinnis representing the 4th District, to the Parks and Recreation Board. (Item #22)

Roll Call Vote as follows (Item #22):
22. Vote Results for: Item No. 22
Time of Vote: 8:56:07 PM
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y

David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Motion was made by Patty Woodby seconded by Austin Jaynes, to confirm the re-appointment of all members of the Carter County Board of Health. (Item # 23)
(See List on page 383)

Roll Call Vote as follows (Item #23):
23. Vote Results for: Item No. 23
Time of Vote: 9:09:40 PM
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Patty Woodby voted: Y
Bradley Johnson voted: Y
Mark Tester voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
Jerry Proffitt voted: Y
Austin Jaynes voted: Y
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren was Absent
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler was Absent
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y
Passed (22 Y - 0 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Chairwoman Woodby informed the Commission that Seth Babb had submitted a letter of resignation as 7th District Constable, effective today, March 16, 2020.

Rules & By-Laws, Parks & Recreation – Randal Jenkins noted that the minutes reflect action taken during the meetings. No recommendations were to be presented.

Agriculture Committee – Travis Hill, Liaison announced all classes and group meetings were closed until further notice.

Commissioner Aaron Frazier announced the TWRA has cancelled all hunter education courses until further notice.

Commissioner Randal Jenkins noted that the laptop computers had arrived and a date for training sessions needed to be set. This can be completed thru email.

County Attorney Report -Joshua Hardin – March 202 report entered in the minutes on page 384

Commissioner Comments

Commissioner Patty Woodby inquired what was the required number of meetings for Commission. Attorney Hardin answered four (4) per year.

Commissioner Brad Johnson spoke concerning the new tables in the courtroom. It was requested, if possible, some additional tables be ordered.

Commissioner Charles VonCannon spoke concerning closures as well as it affects.

Chairman Lyons stressed officials, as well as Department Heads, are trying very hard to use their best judgement in making decisions during this difficult time.

Adjourn – Motion to adjourn was made by Bradley Johnson, seconded by Aaron Frazier. By majority voice vote, motion carried.

Meeting Ended at: 9:10:02 PM

AGENDA
Board of County Commissioners
Carter County, Tennessee
REGULAR SESSION
Monday, March 16, 2020 at 6:00 PM

1. Call to Order
 2. Courthouse Emergency Egress Plan- EMA Office
 3. Roll Call- County Clerk
 4. Approval of Agenda
 5. Opening Prayer- Commissioner Willie Campbell
 6. Pledge of Allegiance
 7. Recognition of Elected & Appointed Officials/Guests
 8. Acceptance of Meeting Minutes from February meeting
 9. Approval of Notaries & Bonds
 - (Addition-- 9A. COVID-19 Presentation-Carter County Health Dept.
 10. Public Comments- 5 minutes per person
 11. United States Census Presentation – Kevin Flanary, (U.S. Department of Commerce-Partnership Specialist)
 12. Presentation recognizing students from Carter County Schools who recently won the Battle of the Builds event
 13. Mayoral Proclamations:
 - (Deletion-- A. Proclamation honoring the 100th Anniversary of Women's Suffrage
 - B. Proclamation for National Drug and Alcohol Facts Week
 14. Resolutions:
 - (Deletion-- A. "A Resolution honoring the life of Clifford Loyal Peters in recognition of his service to the citizens of Carter County and the Stoney Creek Volunteer Fire Department"
 - B. "A Resolution raising awareness of how the coronavirus (COVID-19) is spread and preventative measures recommended by the Center for Disease Control (CDC) to avoid infection"
 - C. "A Resolution in support of the protection of individual rights of the citizens of Carter County, Tennessee to hunt and fish and recognizing the economic importance of these activities in Tennessee"
 - (Addition-- A Resolution to Ask Major League Baseball to Continue
 15. Mayoral Report – Mayor Rusty Barnett
 16. Committee Reports
 17. County Attorney Report
 18. Commissioner Comments
 19. Adjourn
- *Operating the Appalachian Baseball Minor League.



*Mayoral Proclamation In Honor of
National Drug and Alcohol Facts Week*

March 16, 2020

WHEREAS, National Drug and Alcohol Facts Week is sponsored by the National Institute on Drug Abuse (NIDA) and the National Institute on Alcohol Abuse and Alcoholism (NIAAA) at the National Institutes of Health in the U.S. Department of Health and Human Services, in accordance with other federal and private partner organizations, to encourage teens to ask questions about drugs, drug abuse, alcohol, and alcoholism, and receive scientifically based facts and answers in return; and

WHEREAS, National Drug and Alcohol Facts Week is an annual seven day celebration, anchored by NIDA's and NIAAA's National Drugs & Alcohol Chat Day, an annual event that provides high school students across the United States with the opportunity to ask questions of the Nation's leading experts in the fields of drug abuse, alcohol, and addiction via a "web chat;" and

WHEREAS, National Drug and Alcohol Facts Week is a celebration of the inquisitive minds of teenagers and encourages them to ask questions about drugs, drug abuse, alcohol, and alcoholism and get scientifically based answers, without judgement or biased comment; and

WHEREAS, the National Institute on Drug Abuse stimulates most of the world's research on drug abuse and addiction and can offer science as a key element of the national and community conversation about drugs; and

WHEREAS, the National Institute on Alcohol Abuse and Alcoholism stimulates most of the world's research on alcohol and alcoholism and can offer science as a key element of the national and community conversation about alcohol; and

WHEREAS, National Drug and Alcohol Facts Week celebrates the efforts of national and community organizations working with teens to encourage this science-based conversation about drugs, drug abuse, alcohol, and alcoholism; and

WHEREAS, Carter County Drug Prevention's Students Against Destructive Decisions Club has chosen Elizabethton, Tennessee, to officially launch our local efforts; and

WHEREAS, SADD Club member Emma Carpenter has been chosen to represent Carter County in Washington, D.C., as an ambassador for policy change as part of the SADD Speaks Initiative;

THEREFORE BE IT RESOLVED that I, Carter County Mayor Russell Barnett, do hereby declare March 30 through April 5, 2020, as National Drug and Alcohol Facts Week in Carter County, Tennessee, and I encourage all citizens to join me in this worthy observance.

*IN WITNESS WHEREOF, I have herewith set my hand
and caused the Seal of the County of Carter, Tennessee,
to be affixed this the Sixteenth day of March, 2020.*

S/ Russell Barnett
Russell Barnett
Carter County Mayor

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, MARCH 16, 2020

RESOLUTION NO. 760

"A RESOLUTION RAISING AWARENESS OF HOW THE CORONAVIRUS (COVID-19) IS SPREAD AND PREVENTATIVE MEASURES RECOMMENDED BY THE CENTER FOR DISEASE CONTROL (CDC) TO AVOID INFECTION"

WHEREAS, COVID-19 ("Coronavirus") is a newly discovered form of respiratory disease that was first detected in China and which has now been detected in 60 locations internationally, including in the United States; and

WHEREAS, the virus seems to spread easily within a community, and some people have been infected with the virus even when they have reported no direct contact with anyone displaying symptoms of the virus; and

WHEREAS, it is believed that the virus spreads primarily through person to person contact with an infected person, but the virus may also be spread by contact with infected surfaces or objects; and

WHEREAS, to help prevent the spread of this virus and other respiratory diseases the Center for Disease Control (CDC) recommends that individuals should avoid close contact (being within 6 feet) of people who are sick, avoid touching their eyes, nose and mouth, cover their cough/sneeze with a tissue and throw the tissue in the trash, clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe; washing their hands with soap and water for at least 20 seconds, if soap and water are not readily available use an alcohol based hand sanitizer with at least 60% alcohol, and most importantly stay at home when they are sick; and

WHEREAS, the CDC will be continually updating its website with information about the Coronavirus as more information becomes available at the following web address: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>; and

WHEREAS, the Board of County Commissioners for Carter County, Tennessee recognizes the importance of raising awareness about the Coronavirus and educating the public on measures to help prevent or minimize its spread and/or the spread of other respiratory diseases in Carter County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 16th day of March, 2020, with a lawful quorum of said Board being present and with a majority voting in the affirmative that the Board hereby adopts this Resolution to raise awareness concerning the Coronavirus (COVID-19) and the preventative measures recommended by the CDC to avoid the spread of infection.

BE IT FURTHER RESOLVED, that the Board directs that this Resolution along with information concerning the Coronavirus (or links to further information) be posted on the Carter County website to aid the citizens of Carter County in getting the most current information and recommendations on preventative measures to help avoid the spread of the virus.

BE IT FURTHER RESOLVED, this Resolution in its entirety shall be effective from and after its adoption, the welfare of the county demanding.

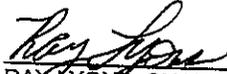
Reviewed and approved by the Health and Welfare Committee on 3/6/2020.

Committee Chairperson

Adopted this the 16th day of March, 2020.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: 
RAY LYONS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: 
RUSSELL BARNETT
CARTER COUNTY MAYOR

VETOED:

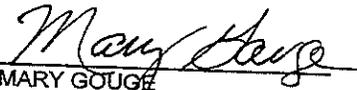
By: _____
RUSSELL BARNETT
CARTER COUNTY MAYOR

Date: _____

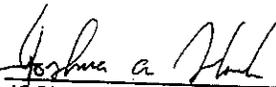
VETO OVERRIDE VOTE:

_____ YES VOTES
_____ NO VOTES
_____ ABSTAIN VOTES

ATTEST:


MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:


JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, MARCH 16, 2020

RESOLUTION NO. 761

"A RESOLUTION IN SUPPORT OF THE PROTECTION OF INDIVIDUAL RIGHTS OF THE CITIZENS OF CARTER COUNTY, TENNESSEE TO HUNT AND FISH AND RECOGNIZING THE ECONOMIC IMPORTANCE OF THESE ACTIVITIES IN TENNESSEE."

WHEREAS, the rights of individuals to hunt wild game and fish have been engrained in American culture since the founding of this great country when our founders broke free from the constraints of the rule of England where all wild game was the property of the Monarch and only the noble elites were permitted to partake in such activities; and

WHEREAS, in Tennessee hunting and fishing has long been an essential part of the state's heritage and the individual rights of citizens to participate in these activities while enjoying all the great outdoors has to offer has helped to shape our culture, grow our state and local economies, protect our natural resources and define us as Tennesseans; and

WHEREAS, in 2010 an amendment to the Constitution of the State of Tennessee was approved to guarantee our citizens the personal right to hunt and fish in this state, and during the amendment ratification process the overwhelming majority of members of the Tennessee General Assembly approved the measure and over 87% of the votes cast by Tennesseans on the ballot question (over 1.25 million votes) were in favor of the amendment. As a result Article XI § 13 of the Constitution of the State was amended by adding the following language:

"The citizens of this state shall have the personal right to hunt and fish, subject to reasonable regulations and restrictions prescribed by law. The recognition of this right does not abrogate any private or public property rights, nor does it limit the state's power to regulate commercial activity. Traditional manners and means may be used to take non-threatened species."; and

WHEREAS, hunting and fishing is a multi-billion dollar industry in Tennessee creating huge direct and indirect economic impacts across the state, providing thousands of jobs and improving the general welfare of Tennesseans; and

WHEREAS, recent Federal legislation known as the Preventing Animal Cruelty and Torture Act ("PACT Act") received Congressional approval and was signed into law by President Trump, which makes certain forms of animal cruelty a felony offense under Federal law. However, the PACT Act expressly excludes, among other things, "hunting, trapping, fishing, a sporting activity not otherwise prohibited by Federal law, predator control or pest control from the applicability of the act; and

WHEREAS, there is a proposal currently being studied in Carter County which could result in the adoption of certain animal regulations by the Carter County Board of Commissioners, however, said regulations, if adopted, would exempt the same activities as State and Federal Law and would in no way infringe upon the personal rights to hunt and fish as guaranteed to our citizens by the Constitution of the State of Tennessee; and

WHEREAS, it is the desire of the Board of County Commissioners of Carter County, Tennessee to declare its continuing support for the individual rights of the citizens of Carter County to hunt and fish and to recognize the enormous benefit these activities have on our local economy and the general welfare of our citizens.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 16th day of March, 2020, with a lawful quorum of said Board being present and with a majority voting in the affirmative, that the Board hereby declares its continued support for the protection of the individual rights of the citizens of Carter County to hunt and fish, and while recognizing the enormous benefit these activities have on our local economy and the general welfare of our citizens, the Board declares that any local regulations adopted pertaining to animals shall not infringe upon these rights.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its approval, the welfare of the county demanding.

Reviewed and approved by the Health & Welfare Committee on March 6, 2020.

Robert Huff
Committee Chairperson

Adopted this 16th day of March, 2020.

APPROVED:

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

By: Ray Lyons
RAY LYONS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: Russell Barnett
RUSSELL BARNETT
CARTER COUNTY MAYOR

VETOED:

By: _____
RUSSELL BARNETT
CARTER COUNTY MAYOR

Date: _____

VETO OVERRIDE VOTE:

_____ YES VOTES

_____ NO VOTES

_____ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL
OVERRIDE VOTE:

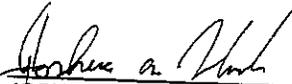
By: _____
RAY LYONS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Date: _____

ATTEST:


MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:


JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, MARCH 16, 2020

RESOLUTION NO. 762

"A RESOLUTION TO ASK MAJOR LEAGUE BASEBALL TO CONTINUE OPERATING THE APPALACHIAN BASEBALL MINOR LEAGUE"

WHEREAS, Major League Baseball is considering ending the agreement with Minor League Baseball for the operation of the Appalachian League Baseball Minor League; and

WHEREAS, the Appalachian League began play in 1911 as a Class D professional baseball minor league and continued league play for three (3) years until 1914; the league re-established to play Class D ball from 1921 through 1925, 1937 through 1955, and 1957 through 1962; and

WHEREAS, the Appalachian League continued operating as an Advanced Rookie-class minor league beginning in 1963 and has continuously provided entertainment, wholesome family activities, and community pride for cities and towns in the Appalachian regions of Tennessee, North Carolina, Virginia and West Virginia for more than 100 years; and

WHEREAS, the presence of minor league baseball in our region significantly impacts local economies and the citizens of our region have supported these teams for decades and for many of them it is a summer long passion year after year; and

WHEREAS, Appalachian League teams provide entertainment, employment, and economic activity in our county at an estimated impact to our Carter County community alone of nearly four hundred thousand dollars (\$400,000.00) annually, and the impact to the Appalachian region as a whole served by the teams of the league is more than five million dollars (\$5,000,000.00) annually; and

WHEREAS, the Appalachian League surpassed \$2.3 million in charitable contributions for the 2019 calendar year and Appalachian League executives, staff members, players, coaches and umpires spent more than 7,600 hours volunteering in their communities across more than 220 events; and

WHEREAS, the Board of County Commissioners recognizes the important benefits provided to the citizens of Carter County and our region by the Appalachian League and supports the efforts being made by many at the local, state and federal levels to retain the Appalachian League.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 16th day of March, 2020, with a lawful quorum of said Board being present and with a majority voting in the affirmative, that the Board hereby requests Major League Baseball to reconsider any intention to end the Appalachian League and to instead decide to continue the operations of Appalachian League baseball.

BE IT FURTHER RESOLVED that the County Clerk is directed to forward a copy of this Resolution to Major League Baseball Commissioner Rob Manfred, Pat O'Connor, President and Chief Executive of Minor League Baseball, and Congressman Phil Roe requesting their support of the continued operations of the Appalachian League in our county and region.

Adopted this 16th day of March, 2020.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By:


RAY LYONS, CHAIRMAN

BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: Russell Barnett
RUSSELL BARNETT
CARTER COUNTY MAYOR

VETOED:

By: _____
RUSSELL BARNETT
CARTER COUNTY MAYOR

Date: _____

VETO OVERRIDE VOTE:

_____ YES VOTES
_____ NO VOTES
_____ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL
OVERRIDE VOTE:

By: _____
RAY LYONS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Date: _____

ATTEST:

Mary Gouge
MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:

Joshua A. Hardin
JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

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RECEIVED
03-10-2020 @ 9:35 AM

409 Silverside Road
Suite 105
Wilmington, DE 19809
o +1 302.385.5000
f +1 302.385.5174
thebancorp.com

Addendum to the Master Lease Agreement

This is an addendum to Master Lease Agreement, dated March 6, 2020 between The Bancorp Bank and Carter County Tennessee.

Now Therefore, it is mutually agreed by and between the parties that the Master Lease Agreement is hereby amended as follows:

1. The sentence in Section 8 that states "Each vehicle will be permanently garaged" is referring to the location in which the vehicle is generally parked when not in use. Vehicle does not need to be parked inside of a garage.
2. The sentence in Section 10 that states "sum of two (2) rent payments" is referring to monthly rent payments.
3. The sentence in Section 17 that states "This lease will be governed by Florida Law." Will be void and now read, "This lease will be governed by Tennessee law."

In Witness Whereof, the Parties have caused this Addendum to be executed by their duly authorized officers this 6th day of March 2020

**The Bancorp Bank
(Lessor)**

**Carter County Tennessee
(Lessee)**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Banking services provided by
The Bancorp Bank
Equal Housing Lender
Member FDIC



**MASTER LEASE AGREEMENT
MUNICIPAL**

The Bancorp Bank ("Lessor") with offices at 3755 Park Lake Street, Orlando, FL 32803 _____ and the undersigned
Carter County TN _____

_____ ("Lessee")
with offices at 801 East Elk Ave, Elizabethton, TN 37643 _____ hereby agree as follows:

- 1. Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. Lessor will deliver to Lessee a Schedule reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
- 2. Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
- 3. Payments.** The monthly payment shall be due on the tenth day of the month following delivery of the vehicle(s). Subsequent lease payments will be due on the (10th) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
- 4. Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
- 5. Left blank intentionally.**
- 6. Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peacefully surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
- 7. Titling; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
- 8. Other Duties Regarding Vehicles.** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.

9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder, and if Lessee receives notice of an assignment, Lessee will pay any assigned amounts as directed in the notice. **ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.**
10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the amortized depreciated value of the original value of the vehicle set forth in the Schedule and (c) sum of two (2) rent payments. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain physical damage insurance on the Vehicles. Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee can self-insure for physical damage coverage and liability up to the state limit. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. **The parties waive any right to a jury trial in any related action. Any waiver must be in writing.**

18...**Bank-Qualified Tax Designation.** Initial box if this paragraph applies. Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than \$10,000,000 of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

Dated: 03/06/2020

LESSEE Carter County TN ADDRESS 801 East Elk Ave Elizabethton, TN 37643 Signature _____ Title _____ Signature _____ Title _____ Signature _____ Title _____	Signature _____ Title _____ Signature _____ Title _____ LESSOR The Bancorp Bank Signature _____ Title _____
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OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 03/06/2020, between The Bancorp Bank (Lessor) and Carter County TN (Lessee).

Date 03/06/2020 Customer # _____
 Unit # _____

Year, Make & Model		VIN
2020 Dodge Durango		1C4SDJFT2LC286988
Exterior Color	Interior Color	Optional Equipment
Black	Black	Per dealer specs
State of Registration		Est. Annual Mileage
TN		15,000

Term & Frequency	<u>3 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$33,716.00</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$6,317.93</u>	Termination Value	<u>\$18,200.00</u>
Sales / Use Tax	<u>N/A</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$6,317.93</u>	Interim Rent	<u>\$0.00</u>

Additional Terms and Conditions:
 Carter County to tag and title with The Bancorp as Lien Holder

LESSEE Carter County TN		Signature _____	
Signature _____		Title _____	
Title _____		Signature _____	
Signature _____		Title _____	
Title _____		LESSOR The Bancorp Bank	
Signature _____		Signature _____	
Title _____		Title _____	



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 03/06/2020, between The Bancorp Bank (Lessor) and Carter County TN (Lessee).

Date 03/06/2020

Customer # _____

Unit # _____

Year, Make & Model			VIN	
2020 Ram 1500 Crew Cab SSV 4X4			1C6RR7XT3LS104648	
Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
White	Black	Per dealer specs	TN	15,000

Term & Frequency	<u>3</u> <u>Annual</u>
Original Value	<u>\$28,070.00</u>
Base Payment	<u>\$4,552.28</u>
Sales / Use Tax	<u>N/A</u>
Total Annual Payment	<u>\$4,552.28</u>

Security Deposit	<u>\$0.00</u>
Down Payment	<u>\$0.00</u>
Termination Value	<u>\$17,500.00</u>
Estimated Initial Tax & Tags	<u>N/A</u>
Interim Rent	<u>\$0.00</u>

Additional Terms and Conditions:
Carter County to tag and title with The Bancorp as Lien Holder

LESSEE Carter County TN	Signature _____
Signature _____	Title _____
Title _____	Signature _____
Signature _____	Title _____
Title _____	Signature _____
Signature _____	Title _____
Title _____	Signature _____
	Title _____
	LESSOR The Bancorp Bank
	Signature _____
	Title _____



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 03/06/2020 between The Bancorp Bank (Lessor) and Carter County TN (Lessee).

Date 03/06/2020

Customer # _____

Unit # _____

Year, Make & Model		VIN
2020 Jeep Compass		3C4NJDAB3LT16906
Exterior Color	Interior Color	Optional Equipment
Granite	Black	Per dealer specs
		State of Registration
		TN
		Est. Annual Mileage
		15,000

Term & Frequency	<u>3</u> Annual
Original Value	<u>\$21,914.00</u>
Base Payment	<u>\$4,657.77</u>
Sales / Use Tax	<u>N/A</u>
Total Annual Payment	<u>\$4,657.77</u>

Security Deposit	<u>\$0.00</u>
Down Payment	<u>\$0.00</u>
Termination Value	<u>\$10,000.00</u>
Estimated Initial Tax & Tags	<u>N/A</u>
Interim Rent	<u>\$0.00</u>

Additional Terms and Conditions:
Carter County to tag and title with The Bancorp as Lien Holder

LESSEE Carter County TN		Signature _____
Signature _____		Title _____
Title _____		Signature _____
Signature _____		Title _____
Title _____		
Signature _____		LESSOR The Bancorp Bank
Title _____		Signature _____
		Title _____



RECEIVED

03-10-2020 @ 9:35 AM

Handwritten initials

State Form No. 03-0253
Revised Effective 7/1/13

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:
 Name: Carter County, Tennessee
 Address: 801 East Elk Avenue, Suite 203
Elizabethton, TN 37643
 Debt Issue Name: 2020 Interfund Loan/Capital Outlay Note - General Fund
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount: \$ 272,186.88
 Premium/Discount: \$ _____

3. Interest Cost: 0.0000 %
 TIC NIC Tax-exempt Taxable
 Variable: Index _____ plus _____ basis points, or
 Variable: Remarketing Agent _____
 Other: _____

4. Debt Obligation:
 TRAN RAN CON
 BAN CRAN GAN
 Bond Loan Agreement Capital Lease
If any of the notes listed above are issued pursuant to Title 9, Chapter 23, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

5. Ratings:
 Unrated
 Moody's: _____ Standard & Poor's: _____ Fitch: _____

6. Purpose:

	PERCENTAGE	BRIEF DESCRIPTION
<input type="checkbox"/> General Government	<u>100.00</u> %	<u>To purchase seven police vehicles</u>
<input type="checkbox"/> Education	_____ %	_____
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

7. Security:
 General Obligation General Obligation + Revenue/Tax
 Revenue Tax Increment Financing (TIF)
 Annual Appropriation (Capital Lease Only) Other (Describe): _____

8. Type of Sale:
 Competitive Public Sale Interfund Loan
 Negotiated Sale Loan Program
 Informal Bid _____

9. Date:
 Dated Date: 01/14/2020 Issue/Closing Date: 01/14/2020

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2021	\$68,046.75	0.0000%			
2022	\$68,046.75	0.0000%			
2023	\$136,093.38	0.0000%			
	\$	0.0000%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source MUST BE PREPARED AND ATTACHED. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:

No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%	\$ 0	
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 0	
TOTAL COSTS	\$ 0	

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REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:

No Recurring Costs

	AMOUNT	FIRM NAME
Remarketing Agent		
Paying Agent / Registrar		
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

13. Disclosure Document / Official Statement:

None Prepared
 EMMA link
 Copy attached

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt? Yes No
 Is there a continuing disclosure obligation agreement related to this debt? Yes No
 If yes to either question, date that disclosure is due: _____
 Name and title of person responsible for compliance: _____

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy: 09/16/2019
 Is the debt obligation in compliance with and clearly authorized under the policy? Yes No

16. Written Derivative Management Policy:

No derivative
 Governing Body's approval date of the current version of the written derivative management policy: _____
 Date of Letter of Compliance for derivative: _____
 Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:

To the Governing Body: on 03/11/2020 and presented at public meeting held on 03/16/2020
 Copy to Director to OSF: on 03/17/2020 either by: _____
 Mail to: _____ OR Email to: SLF.PublicDebtForm@cot-tn.gov
 Cordell Hull Building
 425 Fifth Avenue North, 4th Floor
 Nashville, TN 37243-8400

18. Signatures:

	AUTHORIZED REPRESENTATIVE	PREPARER
Name		
Title	<u>County Mayor</u>	<u>Finance Director</u>
Firm		
Email	<u>mavor@cartercountytvtn.gov</u>	<u>burkeb@cartercountytvtn.gov</u>
Date		

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RECEIVED
 03-10-2020 @ 9:35am

Carter County, Tennessee							
General Fund #101							
Fiscal Year Ending June 30, 2020							
Budget Amendment #8							
March 16, 2020							
Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
					Debit	Credit	
1	53300	102		Judge(s)			
	53300	201		Social Security	654.46	0.00	Increase
<i>To reallocate funds to adjust general sessions judge's salary to the state minimum.</i>					0.00	654.46	Decrease
2	58900	358		Remittance of Revenue Collected			
	44170			Miscellaneous Refunds (unclaimed funds)	750.00	0.00	Decrease
<i>To appropriate funds to pay out a claim for unclaimed funds received from the State.</i>					0.00	750.00	Decrease
3	58300	451		Uniforms			
	58300	719		Office Equipment	150.00	0.00	Increase
<i>To reallocate funds within the veterans services officer's budget.</i>					0.00	150.00	Decrease
4	51600	435		Office Supplies			
	51600	471		Software	0.00	160.00	Decrease
<i>To reallocate funds within the Register's category for software.</i>					160.00	0.00	Increase
5	51800	335		Maintenance and Repair Services - Buildings			
	51800	711		Furniture and Fixtures	0.00	809.91	Decrease
<i>To reallocate funds within the County Buildings category to purchase nine chairs for courtrooms in the annex.</i>					809.91	0.00	Increase
6	51500	351		Rentals			
	51500	359		Disposal Fees	1,600.00	0.00	Increase
	51500	499		Other Supplies and Materials	300.00	0.00	Increase
<i>To reallocate funds within the Election Commission budget.</i>					0.00	1,900.00	Decrease
7	54490	336		Maintenance and Repair Services - Vehicles			
	54490	399		Other Contracted Services	540.15	0.00	Increase
	54490	453		Vehicle Parts	0.00	1,634.08	Decrease
	54490	471		Software	244.48	0.00	Increase
	54490	524		In-Service/Staff Development	181.82	0.00	Increase
	54490	599		Other Charges	470.00	0.00	Increase
<i>To reallocate funds within the EMA budget.</i>					97.63	0.00	Increase
8	49700			Insurance Recovery			
	54110	333		Maintenance and Repair Services - Vehicles	0.00	2,468.57	Increase
<i>To appropriate insurance proceeds to repair damage to vehicle number 7.</i>					2,468.57	0.00	Increase

9	54110	442	Propane Gas					
	54110	513	Workers Compensation Insurance			214.00	0.00	Increase
						0.00	214.00	Decrease
<i>To adjust for negative budget balance in account.</i>								
10	44170		Miscellaneous Refunds					
	53400	332	Legal Notices, Recording, and Court Costs			0.00	953.58	Increase
						953.58	0.00	Increase
<i>To recognize and appropriate payments for publication costs received from litigants in delinquent property tax suit filed in Chancery Court.</i>								
11	47250		Law Enforcement Grants			0.00	680.00	Increase
	54110	716	Law Enforcement Equipment			680.00	0.00	Increase
<i>To recognize and appropriate a bullet-proof vest grant.</i>								
12	44560		041 Damages Recovered From Individuals					
	44990		041 Other Local Revenue (sold used oil)			0.00	50.00	Increase
	54210	335	Maintenance and Repair Services - Buildings			0.00	36.00	Increase
	54210	422	Food Supplies			50.00	0.00	Increase
						36.00	0.00	Increase
<i>To recognize and appropriate funds received from inmates/former inmates for damages to the jail and to recognize and appropriate other funds received by the Sheriff's Department.</i>								
13	44131		Commissary Sales					
	54110	334	Maintenance Agreements			0.00	5,418.00	Increase
						5,418.00	0.00	Increase
<i>To recognize and appropriate commissary fees for balance on annual maintenance agreements.</i>								
14	48140		101 Contracted Services					
	39000		Unassigned Fund Balance			0.00	20,849.00	Increase
						20,849.00	0.00	Increase
<i>To recognize 10% increase in charges to the Highway/Public Works Fund, General Purpose School Fund, and Central Cafeteria Fund for services provided by the Finance Department. Increase was approved by county officials to help offset the costs of a purchasing clerk.</i>								
15	48610		Donations					
	55120	401	Animal Food and Supplies			0.00	1,100.00	Increase
						1,100.00	0.00	Increase
<i>To appropriate donations to the animal shelter to purchase animal food and supplies.</i>								
16	52100	187	Overtime Pay					
	52100	201	Social Security			1,988.48	0.00	Increase
	52100	204	Pensions			123.29	0.00	Increase
	52100	212	Employer Medicare			297.08	0.00	Increase
	54490	187	Overtime Pay			28.83	0.00	Increase
	54490	201	Social Security			2,877.26	0.00	Increase
	54490	204	Pensions			165.69	0.00	Increase
	54490	212	Employer Medicare			399.98	0.00	Increase
	39000		Unassigned Fund Balance			33.82	0.00	Increase
						0.00	5,719.43	Decrease
<i>To appropriate unassigned fund balance to pay down excess balances of comp-time in the Finance Department and EMA.</i>								

17	51100	191	Board and Committee Member Fees					
	51100	201	Social Security			2,000.00	0.00	Increase
	51100	204	Pensions			124.00	0.00	Increase
	51100	212	Employer Medicare			298.80	0.00	Increase
	39000		Unassigned Fund Balance			29.00	0.00	Increase
						0.00	2,421.80	Decrease
<i>To appropriate unassigned fund balance to pay Budget Committee members for five additional meetings/hearings during the budget process.</i>								
						Total		
						From Increase Fund Balance	45,898.83	45,898.83
						From Increase Unassigned Fund Balance		(12,671.77)
								(12,671.77)

Carter County, Tennessee							
Solid Waste/Sanitation Fund #116							
Fiscal Year Ending June 30, 2020							
Budget Amendment #7							
March 16, 2020							
Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
					Debit	Credit	
I	55732	187		Overtime Pay			
	55732	307		Communication	0.00	600.00	Decrease
	55751	351		Rentals	600.00	0.00	Increase
	55751	435		Office Supplies	0.00	400.00	Decrease
	55751	446		Small Tools	400.00	0.00	Increase
	55751	733		Solid Waste Equipment	500.00	0.00	Increase
	55754	418		Equipment and Machinery Parts	0.00	500.00	Decrease
	55754	425		Gasoline	1,000.00	0.00	Increase
	55754	453		Vehicle Parts	0.00	2,000.00	Decrease
					1,000.00	0.00	Increase
<i>To reallocate funds within Convenience Center, Recycling Center, and Landfill categories</i>							
				Total	3,500.00	3,500.00	
				From Solid Waste Unassigned Fund Balance		0.00	

Carter County						
Sports and Recreation Fund #123						
Fiscal Year Ending June 30, 2020						
Budget Amendment #4						
March 16, 2020						
Item #	Category	Line Item	Description	\$ Amount		Increase/Decrease
				Debit	Credit	
I	56700	316	Contributions			
	56700	799	Other Capital Outlay	50,200.00	0.00	Increase
				0.00	50,200.00	Decrease
<i>To reallocate funds for contributions to Roan Mountain Recreation Foundation (refurbishment of pavilion roof, tractor package, and parking lot for Walnut Mountain Pocket Park), Elizabethton Parks and Rec (Covered Bridge Days), and for future contributions to various organizations.</i>						
			Total	50,200.00	50,200.00	
			From Sports and Rec. Unassigned Fund Balance		0.00	

Carter County, Tennessee
 Highway/Public Works Fund #131
 Fiscal Year Ending June 30, 2020
 Budget Amendment #8
 March 16, 2020

Item #	Category	Line Item	Description	\$ Amount		Increase/ Decrease
				Debit	Credit	
1	68000	506	Liability Insurance			
			Unassigned Fund Balance	1,000.00	0.00	Increase
				0.00	1,000.00	Decrease
<i>To appropriate highway fund balance for builders risk insurance premiums.</i>						
2	61000	355	Travel			
		524	In-Service/Staff Development	0.00	500.00	Decrease
				500.00	0.00	Increase
<i>To reallocate within Administration category.</i>						
3	68000		Bridge Program			
		705	Bridge Construction	0.00	311,328.22	Increase
				311,328.22	0.00	Increase
<i>To appropriate state grant funds (100%) for Dennis Cove Road Bridge.</i>						
4	68000		Bridge Program			
		705	Bridge Construction	0.00	458,540.91	Increase
			Unassigned Fund Balance	467,898.89	0.00	Increase
				0.00	9,357.98	Decrease
<i>To appropriate state grant funds (98%) and highway unassigned fund balance (2%) for Powder Branch Road Bridge.</i>						
5	62000	335	Maintenance and Repair Service - Bldgs.	2,400.00	0.00	Increase
		404	Asphalt - Hot Mix	0.00	4,500.00	Decrease
		499	Other Supplies and Materials	2,100.00	0.00	Increase
<i>To reallocate within and between categories.</i>						
Total				785,227.11	785,227.11	
Unassigned Fund Balance						10,357.98

Carter County, Tennessee
General Purpose School Fund #141
Fiscal Year Ending June 30, 2020
Budget Amendment #7A
March 16, 2020

Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
1	47590		751	Other Federal Through State	119,312.00	0.00	Decrease
	47150			21st Century Comm. Learn. Centers	0.00	119,312.00	Increase
<i>To move program budget to proper account.</i>							
2	48610		600	Donations (Siam/Lift Academy)	0.00	250.00	Increase
	71150	499	600	Other Supplies and Materials	250.00	0.00	Increase
<i>To appropriate donation received for Siam.</i>							
3	44560			Damages Recovered From Individuals	0.00	62.69	Increase
	72620	385		Maintenance and Repair - Buildings	62.69	0.00	Increase
<i>To appropriate payment for damage to a door at Valley Forge.</i>							
4	72710	322		Evaluation and Testing	1,670.00	0.00	Increase
	72710	336		Maintenance & Repair - Equipment	0.00	1,670.00	Decrease
	72710	338		Maintenance & Repair - Vehicles	0.00	9,956.29	Decrease
	72710	399		Other Contracted Services	9,956.29	0.00	Increase
<i>To reappropriate within Transportation category.</i>							
5	72210	355		Travel	6,500.00	0.00	Increase
	72210	336		Maintenance & Repair - Equipment	0.00	6,500.00	Decrease
<i>To reallocate within Central Office category for travel related expenditures.</i>							
6	72250	471		Software	4,000.00	0.00	Increase
	72250	722		Regular Instruction Equipment	0.00	4,000.00	Decrease
<i>To reallocate within Technology category for software licenses.</i>							
7	46980		733-3090	Other State Grants (Civics)	0.00	5,000.00	Increase
	71100	355	733-3090	Travel	3,000.00	0.00	Increase
	71100	499	733-3090	Other Supplies and Materials	1,000.00	0.00	Increase
	71100	524	733-3090	In-Service/Staff Development	1,000.00	0.00	Increase
<i>To recognize and appropriate Civics Grant awarded to Unaka High School.</i>							
8	72230	161		Secretary	0.00	3,000.00	Decrease
	72230	169		Part-time Personnel	3,000.00	0.00	Increase
<i>To reallocate funds to pay a part-time employee while the full-time employee is off work.</i>							
9	71300	730	801	Vocational Instruction Equipment	3,500.00	0.00	Decrease
	72230	336	801	Maintenance and Repair - Equipment	0.00	3,500.00	Increase
<i>To reverse budget amendment 141-5, item #2 - amendment was actually for the School Federal Projects Fund #142.</i>							
Total					153,250.98	153,250.98	
From Fund Balance						0.00	
From CPS Unassigned Fund Balance						0.00	

Garter County, Tennessee
General Purpose School Fund #141
Fiscal Year Ending June 30, 2020
Budget Amendment #3
March 16, 2020

Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
1	72120	351		Rentals			
	72610	351		Rentals	0.00	5,500.00	Decrease
	73300	351	594	Rentals	11,000.00	0.00	Increase
					0.00	5,500.00	Decrease
<i>To reallocate rent payments for the Workforce Development Center.</i>							
2	71150	204		Pensions	0.00	1,400.00	Decrease
	71150	217		Retirement - Hybrid Stabilization	1,400.00	0.00	Increase
	71150	429		Instructional Supplies and Materials	300.00	0.00	Increase
	71150	499		Other Supplies and Materials	0.00	200.00	Decrease
	71150	599		Other Charges	0.00	100.00	Decrease
					0.00	100.00	Decrease
<i>To reallocate for negative budget balances in accounts.</i>							
3	72215	105	5001	Supervisor/Director			
	72215	201	5001	Social Security	5,942.00	0.00	Increase
	72215	204	5001	Pensions	368.40	0.00	Increase
	72215	212	5001	Employer Medicare	638.77	0.00	Decrease
	39000			Unassigned Fund Balance	86.16	0.00	Decrease
					0.00	2,035.23	Increase
<i>To appropriate unassigned fund balance for step increase for a supervisor who earned an EDS.</i>							
4	71100	214		Termination Benefits			
	39000			Unassigned Fund Balance	23,063.17	0.00	Increase
					0.00	23,063.17	Decrease
<i>To appropriate unassigned fund balance for payments made to retirees in excess of original budget (later retirement filings).</i>							
5	72120	195		Certified Substitutes			
	39000			Unassigned Fund Balance	2,000.00	0.00	Increase
					0.00	2,000.00	Decrease
<i>To appropriate unassigned fund balance for additional costs for subs (due to employee illness) for the School Nurse program.</i>							
6	72620	336		Maintenance and Repair - Equipment			
	47230			Disaster Relief	4,744.04	0.00	Increase
	39000			Unassigned Fund Balance	0.00	4,151.03	Increase
				0.00	4,151.03	Decrease	
<i>To recognize funds received from FEMA/TEMA for flood damage at Valley Forge Elementary and allocate remainder of project cost from unassigned fund balance.</i>							

3558.06
 BB 3/10/20
 Gary

7	76100	304	900	Architects				
	76100	707	900	Building Improvements	39,650.00		0.00	Increase
					0.00		39,650.00	Decrease
<i>To reallocate referendum funds for architect fees related to upcoming school projects</i>								
8	72610	312		Contracts With Private Agencies	82,745.00		0.00	Increase
	72610	399		Other Contracted Services	0.00		82,745.00	Decrease
<i>To reallocate balance of mowing funds to correct line item</i>								
9	73300	188	594	Bonus Payments	250.00		0.00	Increase
	73300	188	000	Bonus Payments	0.00		250.00	Decrease
	73300	201	594	Social Security	15.50		0.00	Increase
	73300	201	000	Social Security	0.00		15.50	Decrease
	73300	204	594	Pensions	37.35		0.00	Increase
	73300	204	000	Pensions	0.00		37.35	Decrease
	73300	210	594	Unemployment Compensation	1.50		0.00	Increase
	73300	210	000	Unemployment Compensation	0.00		1.50	Decrease
	73300	212	594	Employer Medicare	3.63		0.00	Increase
	73300	212	000	Employer Medicare	0.00		3.63	Decrease
	73300	348	594	Postal Charges	385.00		0.00	Increase
	73300	348	000	Postal Charges	0.00		385.00	Decrease
<i>To reallocate funds to Family Resource Center program number</i>								
Total					172,630.52		172,630.52	
From GPS Fund Balance							32,691.51	
From GPS Unassigned Fund Balance							32,691.51	

Carter County, Tennessee							
School Federal Projects Fund #142							
Fiscal Year Ending June 30, 2020							
Budget Amendment #6							
March 16, 2020							
Item #	Category	Line Item	Project #	Description	\$ Amount		Increase/Decrease
					Debit	Credit	
1	71300	730	801	Vocational Instruction Equipment	0.00	3,500.00	Decrease
	72230	336	801	Maintenance and Repair - Equipment	3,500.00	0.00	Increase
<i>To reallocate CTE Vocational funds</i>							
Total					3,500.00	3,500.00	
From SFP Fund Balance						0.00	

Heavy Equipment Inspection Form

Inventory ID: <u>#138</u>	Asset Number	Fair Market Value:
Short Description:		
Year _____	Manufacturer <u>Vermeer</u>	Model <u>BC1400</u>
Long Description: Equipment Serial # <u>1VRU1104X41001062</u> [Required for all Marketing]		
This Equipment: <input checked="" type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Is Operable <input type="checkbox"/> Is not operable <input type="checkbox"/> For Parts Only		
Engine: <u>L, V</u> <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Diesel engine Engine: <input checked="" type="checkbox"/> Hours <u>2084</u> <input type="checkbox"/> Miles _____		
This vehicle was maintained every _____ <input type="checkbox"/> Hours		
Engine Manufacture: <u>CAT</u> Condition: <input checked="" type="checkbox"/> Is Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is in Unknown Condition		
Engine Repairs needed: _____		
Transmission: <input type="checkbox"/> Automatic <input type="checkbox"/> Manual _____ Speed Transmission: <input type="checkbox"/> Hours _____ <input type="checkbox"/> Miles _____		
Transmission Manufacture: _____ Condition: <input type="checkbox"/> Is Operable <input type="checkbox"/> Needs Repair <input type="checkbox"/> Is Unknown		
Transmission Repairs Needed: _____		
Drivetrain: <input type="checkbox"/> 2WD <input type="checkbox"/> 4WD <input type="checkbox"/> AWD Condition: _____		
Date Removed From Service: <u>8-19</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection		
Exterior: Color <u>Yellow</u> Windows: <input type="checkbox"/> No cracked glass <input type="checkbox"/> Cracked _____		
Minor <input type="checkbox"/> Dents <input type="checkbox"/> Scratches <input type="checkbox"/> Dings Tire Condition: <input checked="" type="checkbox"/> Low <input type="checkbox"/> Flat _____		
Damage to: <u>Winch Drum Bent, Rope is broke, ^{some} some Controls disconnected,</u>		
Additional Damage to: <u>Auto Feed not working, MANUAL feed does, Hole outside of fuel tank</u>		
# Of Wheels <u>2</u> # Of Axles <u>1</u> # Of Tracks _____		
Dimensions: _____		
Decals: <input type="checkbox"/> None <input checked="" type="checkbox"/> Have been sprayed <input checked="" type="checkbox"/> Have been removed <input checked="" type="checkbox"/> Impressions remain <input type="checkbox"/> No impressions		
Interior: Color _____ <input type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather		
Damage to Seats: _____		
Damage to Dash/ Floor: _____		
Radio: Brand _____ <input type="checkbox"/> AM <input type="checkbox"/> AM/PM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/PM CD		
<input type="checkbox"/> Cruise Control Power: <input type="checkbox"/> Steering <input type="checkbox"/> Seats <input type="checkbox"/> AC <input type="checkbox"/> No AC Condition: <input type="checkbox"/> Cold <input type="checkbox"/> Unknown		
Additional Equipment: Manufacturer _____ Model _____		
Serial # _____ Condition: <input type="checkbox"/> Is Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is in Unknown Condition		
Description: _____		
Location of Asset: <u>1246 State Line Rd. Elizabethton TN. 37643 Carter County Hwy. Dept</u>		
For more information contact: <u>Greg Williams 423-213-7278</u>		

Heavy Equipment Inspection Form

Inventory ID: <u>#195</u>	Asset Number	Fair Market Value:
Short Description:		
Year _____	Manufacturer: <u>Vermeer</u>	Model: <u>BC 1230</u>
Long Description: Equipment Serial # <u>IVRK15150W1001472</u> [Required for all Marketing]		
This Equipment: <input checked="" type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Is Operable <input type="checkbox"/> Is not operable <input type="checkbox"/> For Parts Only		
Engine: <u>L, V</u> <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Diesel engine Engine: <input checked="" type="checkbox"/> Hours <u>1230</u> <input type="checkbox"/> Miles _____		
This vehicle was maintained every _____ <input type="checkbox"/> Hours		
Engine Manufacturer: <u>Perkins</u> Condition: <input checked="" type="checkbox"/> Is Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is in Unknown Condition		
Engine Repairs needed: _____		
Transmission: <input type="checkbox"/> Automatic <input type="checkbox"/> Manual _____ Speed Transmission: <input type="checkbox"/> Hours _____ <input type="checkbox"/> Miles _____		
Transmission Manufacturer: _____ Condition: <input type="checkbox"/> Is Operable <input type="checkbox"/> Needs Repair <input type="checkbox"/> Is Unknown		
Transmission Repairs Needed: _____		
Drivetrain: <input type="checkbox"/> 2WD <input type="checkbox"/> 4WD <input type="checkbox"/> AWD Condition: _____		
Date Removed From Service: _____ Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection		
Exterior: Color <u>Yellow</u> Windows: <input type="checkbox"/> No cracked glass <input type="checkbox"/> Cracked _____		
Minor <input type="checkbox"/> Dents <input type="checkbox"/> Scratches <input type="checkbox"/> Dings Tire Condition: <input checked="" type="checkbox"/> Low <input type="checkbox"/> Flat _____		
Damage to: _____		
Additional Damage to: _____		
# Of Wheels <u>2</u> # Of Axles <u>1</u> # Of Tracks _____		
Dimensions: _____		
Decals: <input type="checkbox"/> None <input checked="" type="checkbox"/> Have been sprayed <input checked="" type="checkbox"/> Have been removed <input checked="" type="checkbox"/> Impressions remain <input type="checkbox"/> No impressions		
Interior: Color _____ <input type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather		
Damage to Seats: _____		
Damage to Dash/ Floor: _____		
Radio: Brand _____ <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/PM CD		
<input type="checkbox"/> Cruise Control Power: <input type="checkbox"/> Steering <input type="checkbox"/> Seats <input type="checkbox"/> AC <input type="checkbox"/> No AC Condition: <input type="checkbox"/> Cold <input type="checkbox"/> Unknown		
Additional Equipment: Manufacturer _____ Model _____		
Serial # _____ Condition: <input type="checkbox"/> Is Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is in Unknown Condition		
Description: _____		
Location of Asset: <u>1246 State Line Rd. Elizabethton TN 37643 Carter County Hwy. Dept.</u>		
For more information contact: <u>Greg Williams 423-213-7278</u>		

GovDeals Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:
Short Description: Year <u>1999</u> Make <u>Chevrolet</u> Model <u>Suburban</u>		
VIN: <u>1GMC1K26JX15367004</u> Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		
Odometer: <u>127622</u> Miles <input checked="" type="checkbox"/> Kilometers <input type="checkbox"/> Odometer Accurate <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <u>UNKNOWN</u>		
Long Description: This Vehicle: <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only		
Engine: Type <u>7.4 L.V.</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid		
Engine Condition: <input type="checkbox"/> Runs <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> Is in unknown condition		
Repairs needed: <u>Hard to start & possibly bad Head gasket &</u>		
This vehicle was maintained every <u>3000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles		
Date Removed From Service <u>6/11/08</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection		
Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual Speed Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input checked="" type="checkbox"/> Is Unknown Condition		
Repairs Needed		
Drivetrain: <input type="checkbox"/> 2 Wheel Drive <input checked="" type="checkbox"/> 4 Wheel Drive Condition: <u>unknown</u>		
Exterior: Color: <u>white</u> Windows: <input type="checkbox"/> No Cracked Glass <input checked="" type="checkbox"/> Cracked <u>windshield</u>		
Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: <u>poor</u> Tread: <u>Flat</u> Hubcaps: #		
Major Damage to: _____		
Additional Damage: _____		
Decals <input checked="" type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions		
Emergency equip: <input checked="" type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes		
Interior: Color: <u>grey</u> <input checked="" type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather		
Damage to Seats: <u>yes (little wear on drivers edge)</u>		
Damage to Dash/Floor: <u>yes (floor mat torn)</u>		
Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model _____ <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input checked="" type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD		
<input type="checkbox"/> AC (Condition: <input type="checkbox"/> Cold <input checked="" type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual		
<input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control		
Power: <input checked="" type="checkbox"/> Steering <input type="checkbox"/> Windows <input type="checkbox"/> Door Locks <input checked="" type="checkbox"/> Seats		
Additional Equipment: _____		
Manufacturer _____ Model _____ Serial # _____		
<input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body Brand _____ <input checked="" type="checkbox"/> Hitch: Type _____		
Location of Asset: <u>Carroll County Highway Dept 1246 State Ln Rd. Elkhardt, TN 37643</u>		
For more information contact: <u>Greg Williams 423-213-7278</u>		
Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		

Dept	Vehicle/equipment	Model
Highway	Vermeer	BC1400
Highway	Vermeer	BC1230
Highway	1999 Chevrolet Suburban	

Carter County Board of Health

Andrew Stephen May, MD - Chair

923 West G Street
Elizabethton, TN 37643
423-279-2777
asmay@sullivanhealth.org

Robin McKamey

206 Allen Ave.
Elizabethton, TN 37643
(423) 957-0243
robinmckamey@gmail.com

Russell Barnett

County Mayor
801 Elk Avenue
Elizabethton, TN 37643
542-1801
mayor@cartercountytm.gov

Caroline Hurt (Ex-Officio)

County Director
Carter County Health Department
403 East G Street
Elizabethton, TN 37643
543-2521
Caroline.Hurt@tn.gov

Kevin Ward, Ed.D

Director of County Schools
Academy Street
Elizabethton, TN 37643
547-4000
kevinward@k12tn.net

Fay Willis, RN

Nursing Supervisor
Carter County Health Department
Elizabethton, TN 37643
543-2521
Glenda.Willis@tn.gov

Robert (Bob) Lewis, D.D.S.

904 West G Street
Elizabethton, TN 37643
543-5220
robertwlewisddsps@yahoo.com

Daniel Estes

City Manager
136 South Sycamore Street
Elizabethton, TN 37643
542-1504
destes@cityofelizabethton.org

David Kirschke, MD (Ex-Officio)

Regional Medical Officer
Northeast Tennessee Regional Health Office
184 Treasure Lane
Johnson City, TN 37604
423-979-3200
David.Kirschke@tn.gov

Brian Wakefield, MD

1500 West Elk Avenue
Elizabethton, TN 37643
C: 423-512-0848
W: 423-543-2584
brianswakefield@gmail.com

Larry Proffitt, DPH

1000 West G Street
Elizabethton, TN 37643
542-4622
burgiedrugs1892@live.com

*Approved by County Commission
March 2016 per T.C.A. 68-2-601
[Four (4)-Year Term]*

Updated 2/20/2019 CH

COUNTY ATTORNEY REPORT
MARCH 2020

General Litigation update:

1. Carter County v. Delinquent Taxpayers (2017 tax year) – Carter County Chancery Court, Delinquent Tax Sale was conducted March 13, 2020.
 - 44 parcels sold
 - \$472,832 total amount collected
 - \$64,242.25 immediately due to county

Other Work performed/ongoing:

1. Research completed and opinions rendered for various county office holders and commissioners as requested.
2. County Commission – Continued cooperation with District Attorney re: constable issue; Ongoing assistance and coordination with counsel representing the county's interests re: opioid litigation; Finalize Interlocal Agreement with SCVFD and provide documentation to Clerk.
3. Highway Department – Finalize Easement acquisition for Rittertown Road.
4. Health and Welfare Committee- Draft of Resolution honoring Clifford Peters; Draft of hunting and fishing rights Resolution; Draft of Coronavirus Awareness Resolution.
5. Buildings and Grounds Committee - Attended Committee meeting; Research re: Agriculture Extension Office building and funding issues.
6. Finance Office – Research re: personnel salary issue.
7. Sheriff's Office – Review state inmate contract and propose changes; Research and assist with potential litigation.
8. EMA Office – Work with 911 Board attorney re: EOC lease revisions.
9. Circuit Court Clerk – Research and assist with issues regarding clerk duties and issuance of orders of protection.
10. Mayor's office – Research Three Star Program JECDB compliance issue.
11. Animal Shelter Board – Meet with Director and continue revisions and assistance regarding proposed regulations.
12. Planning Commission – Assist code enforcement officer with active litter code cases and procedures/forms for new cases.
13. Law Enforcement Committee – Attended Committee meeting; Additional assistance re: animal control regulations.
14. Highway Committee – Attended Committee meeting; Additional research regarding J.N. Nidiffer Road closure.
15. Parks and Recreation Committee – Research and draft of Appalachian League Baseball Resolution.

Notaries/Bonds to be Approved May 18, 2020

Tina M. Johnson
Staci Peters
Katheryn R. Anderson
Joy K. Woods
Donna J. Bare
Taylor Collins
Aime L. Adkins
Stephen C. Foltz
Sherry A. Maines
Angela Michelle Erwin
John K. Banks
David A. Lacy
Lou Cooter
Scott Morton
Melissa Dawn Carr
Brian Tipton
Patti Whitson
Kelly J. Carr
Deana Graybeal
Rachel Ferguson

 **RECEIVED** *SH*
05-12-2020 @ 2:25pm



Joshua A. Hardin
Carter County Attorney

RECEIVED
05-12-2020
MARY GOUGE
COUNTY CLERK

3863 Highway 19E
Elizabethton, TN 37643
(423) 542-0200
(423) 542-0600 Fax

May 11, 2020

Carter County Commissioners
801 E. Elk Avenue
Elizabethton, TN 37643

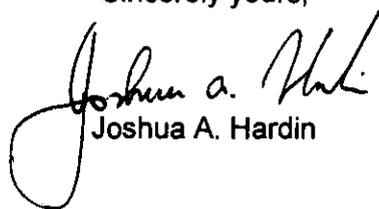
Re: County Attorney Position

Dear Commissioners:

I submit this correspondence to each of you to once again ask that you consider me for re-election to the position of County Attorney for Carter County. I have enclosed a resume and application for your consideration. I continue to consider it an honor and privilege to represent this body as I have done since 2014. I have enjoyed working with and getting to know each of you during our time serving Carter County together.

It is my desire to continue working with this body and all of the elected and appointed officials of the county for many years to come, and I vow to continue to represent Carter County in all respects to the best of my ability as I have always done. I would sincerely appreciate your consideration and vote for my re-election to another term as your County Attorney. As always,

Sincerely yours,


Joshua A. Hardin

CARTER COUNTY
Statement of Qualifications for Consideration of Appointment to
Boards/Committee
(Please type or print plainly)

Date of Application: 5/11/2020 (April meeting cancelled)
Name: HARDIN Joshua AARON
Last First Middle
Address: 467 FORGE HILL LANE, ELIZABETHTON, TN 37643
How long have you lived at this address? 1 year
Home Telephone: (423) 213-0556
Current Occupation: Attorney
How long have you lived in Carter County? 30+ years
What is your voting district/precinct? 1st / Hunter
Which Board/Committee appointment do you desire to be considered for? _____
County Attorney

Education

School	Name/Address	Last Year Completed	Did you Graduate?	Degree
High School	<u>UNAKA High School</u>		<u>Yes</u>	<u>Honors Diploma</u>
College	<u>ETSU</u> <u>ETSU</u> <u>UNIVERSITY OF MISS.</u>		<u>Yes</u> <u>Yes</u> <u>Yes</u>	<u>B.S. - CRIMINAL JUSTICE</u> <u>M.A. - CRIMINAL JUSTICE</u> <u>J.D.</u>
Other (Specify)	<u>WALTERS STATE CC</u>		<u>Yes</u>	<u>Basic Police Officer Academy Certificate</u>

Give previous experience serving on a board/committee? Current County Attorney
Serving since 2014.

Please explain. _____

What qualifications do you possess for serving on the board, commission or committee for which you are being considered? Licensed TN Attorney. Represented Carter County and several other governmental entities for 6+ years.

Briefly, state why you are interested in being appointed to the above-mentioned board/committee. See Attached letter.

Joshua A. Hardin
Signature

* See Attachment (If applicable)

Joshua A. Hardin
467 Forge Hill Lane
Elizabethton, TN 37643
(423) 213-0556
jahardinlaw@gmail.com

Education

University of Mississippi School of Law, Oxford, MS
Juris Doctor, December 2011
GPA 3.86; Graduated *Summa Cum Laude*, ranked 5th in the class
Recipient of Albert N. Hopkins Merit Scholarship 2010-2011

Walters State Community College, Greeneville, TN
Basic Law Enforcement Officer Training Academy
Technical Certificate in Basic Law Enforcement, June 2006
Recipient of Class Academic Award

East Tennessee State University, Johnson City, TN
Master of Arts in Criminal Justice and Criminology, December 2004

East Tennessee State University, Johnson City, TN
Bachelor of Science in Criminal Justice and Criminology, May 2003
Graduated *Magna Cum Laude*

Work Experience

- 9/2014-Present Joshua A. Hardin, Attorney at Law, Elizabethton, TN
Attorney/Owner-
- Areas of Practice include: governmental law, family law, probate and estate planning, civil litigation, criminal law, bankruptcy.
 - Carter County Attorney
 - Carter County Delinquent Tax Attorney
 - Johnson City-Carter County Delinquent Tax Attorney
 - City of Watauga Attorney
 - First Utility District of Carter County Attorney
 - Johnson County EMS Attorney
 - Watauga River Regional Water Authority Attorney
- 3/2012-9/2014 Bowers & Hardin, Attorneys at Law, Elizabethton, TN
Attorney/Partner-
- Practice of law in a small, full service law firm.
 - Areas of Practice included: family law, contracts, civil litigation, criminal law, governmental law, and estate planning.
- 5/2010- 12/2010 University of Mississippi School of Law, Oxford, MS
Academic Excellence Program Instructor-
- Conducted review and exam preparation sessions for civil procedure and criminal law courses for first year law students.
 - Developed and maintained professional working relationships with students, law school faculty, and staff.

- 3/2006- 7/2009 Kingsport, TN Police Department
Police Officer-
- Protected the lives, property, and civil rights of individuals and prevented crime through preventative patrol, apprehension of criminals, and the enforcement of laws and ordinances.
 - Conducted proactive police patrols, interacted with citizens to provide service and render assistance, and prepared records, reports, and other paperwork; documented incidents and collected evidence for use in prosecution of crimes. Also secured crime scenes, conducted investigations, executed search warrants and arrest warrants, and interviewed witnesses, suspects, and complainants.
- 4/2005-8/2005 Murray Guard, Inc., Erwin, TN
Armed Security Guard –
- Protected nuclear materials and classified information at the Nuclear Fuels Services plant site in Erwin, TN.
 - Received Q level clearance from U.S. Department of Energy.
- 12/2004- 4/2005 Washington County, TN Sheriff's Office
Detention Officer-
- Supervised local and state inmates in medium and maximum security locations within the jail.
- 8/2003- 12/2004 East Tennessee State University, Johnson City, TN
Criminal Justice Graduate Assistant -
- Assisted Dr. Stephen Brown with teaching and teaching-related duties.
 - Maintained student and administrative records.
 - Developed and maintained professional working relationships with students, faculty, staff, administrators, and guests.

Organizations and Community Involvement

- | | | |
|--------------|---------|--|
| 2015-present | Member: | Tennessee County Attorneys Association |
| 2015-present | Member: | Tennessee Association of Tax Professionals |
| 2012-present | Member: | Tennessee Bar Association |
| 2012-present | Member: | American Bar Association |
| 2012-present | Member: | Carter County Bar Association |
| 2012-present | Member: | Carter County Republican Party |
| 1982-Present | Member: | New Liberty FWB Church |

CARTER COUNTY
Statement of Qualifications for Consideration of Appointment to
Boards/Committee
(Please type or print plainly)

Date of Application: 3/20/2020

Name: BAKER DUSTIN LEE
Last First Middle

Address: 1745 WEST G. STREET, ELIZABETHTON, TN 37643

How long have you lived at this address? 12 YEARS

Home Telephone: 423-773-4428

Current Occupation: INVESTIGATIONS / SECURITY (FEMA) / MEDIATOR

How long have you lived in Carter County? 38 YEARS

What is your voting district/precinct? 7th

Which Board/Committee appointment do you desire to be considered for? 7th DISTRICT CONSTABLE

Education

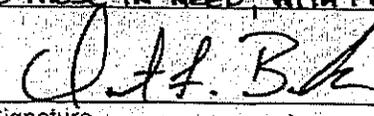
School	Name/Address	Last Year Completed	Did you Graduate?	Degree
High School	ELIZABETHTON HIGH SCHOOL 901 JASON WITTEN WAY ELIZABETHTON, TN 37643	1999	YES	HONORS DIPLOMA
College	EAST TENNESSEE STATE UNIVERSITY 1276 GILBREATH DR. JEFFERSON CITY, TN 37614	2012	YES	BACHELOR OF SCIENCE IN PSYCHOLOGY
Other (Specify)	LINCOLN MEMORIAL UNIVERSITY DUNCAN SCHOOL OF LAW 6965 GUNBERLAND GAP HARRIGATE, TN 37152	2015	YES	MASTER OF EDUCATION IN CONFLICT MANAGEMENT & DISPUTE RESOLUTION

Give previous experience serving on a board/committee? N/A

Please explain: N/A

What qualifications do you possess for serving on the board, commission or committee for which you are being considered? THROUGH MY EDUCATION AND TRAINING.
(SEE ATTACHED EXHIBIT A)

Briefly, state why you are interested in being appointed to the above-mentioned board/committee. I BELIEVE IN THE POSITION OF CONSTABLE AND THE DUTIES IT ENTAILS. PERSONALLY, I WANT TO INVEST IN MY COMMUNITY AND BE A GOOD SERVANT TO THOSE IN NEED, WITH PRIDE AND RESPECT.


Signature

* See Attachment (If applicable)

To: County Commissioners of Carter County

From: Dustin L. Baker

Re: 7th District Constable Position

First and foremost, I would like to begin by thanking each of you for taking the time to review my appointment application packet for the position of Constable in the 7th District. In consideration for this position, I would like to offer you some details about me as both a person and a professional. I was born and raised here in Elizabethton by my parents, David and Kathy Baker. My grandparents, Bobby and Mae Blair, also helped considerably with my humble upbringing during my formative years. I spent many years watching my papaw conduct business by selling marble and flagstone out of his driveway in Southside. From an early age, I learned what being a respectable man was all about, while at the same time having a work ethic and sense of service to my family and community instilled in me. I feel that it is our responsibility as people to be available to those in need, lending a helping hand, and protecting what we love, all while serving your family and community with pride. With this being said, I have focused my career to revolve around being a servant to the people, a protector if you will in some aspects, but more or less an individual who works hard for those in time of crisis helping to restore homeostasis. I respectfully close by offering you some details about my education and professional career.

Education:

- Master of Education Degree: Conflict Management & Dispute Resolution
Lincoln Memorial University at The Duncan School of Law
- Bachelor of Science: Psychology
East Tennessee State University

Professional Experience:

- For over 13 years I have been commissioned as contract Security Detail and an Investigator for Homeland Security (FEMA) working jointly with the Dept. of Insurance in (TN, VA, NC and TX).
- I have been a First Responder through (5) major Hurricanes (Irene, Mathew, Harvey, Florence, Dorian) doing Diplomatic Security, Search and Rescue, and Asset Protection.
- Head of Security in the Atlanta Film Industry (The Camp) for "The Walking Dead" television show.

Certifications:

- Armed Security License (State of TN)
- Tennessee Constable In-Service Training Certification (2018 – Current)
- Tennessee Supreme Court Rule 31 Mediator (Civil & Family) cases

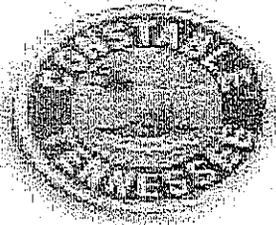
EAST TENNESSEE CONSTABLES ASSOCIATION

Certificate of Training

DUSTIN L. BAKER

Has successfully completed a 40 hour in-service training class in Morristown, Tennessee.
The class included Active Shooter, Domestic Violence, Child Sexual Abuse, EVOC, Mental Illness, Traffic Stops, Illegal Drugs, Building Search, Firearm and Use of Force.

August and September 2019



Kent Harris

Kent Harris, President

Kenneth R. Potter

Kenneth R. Potter, Instructor



Dustin L. Baker
ASSOCIATE MEMBER
with Good and Honorable Standing in the
EAST TENNESSEE CONSTABLES ASSOCIATION
Carter COUNTY
Certified from 9-19 to 9-20
Robert Kent Harris
President

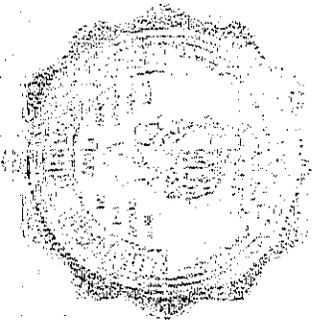


"SERVICE ABOVE AND BEYOND THE CALL OF DUTY"

SINCOLN MEMORIAL UNIVERSITY

Surrogate

Tennessee



Be it Known that

on recommendation of the Faculty and by virtue of the authority vested in them
the Trustees of Lincoln Memorial University have conferred upon

Justin Lee Baker

the Degree of

Master of Education
in Conflict Arrangement

Given at Knoxville in the State of Tennessee in the United States of America on the
eighth day of May, in the year of our Lord, two thousand fifteen.

B. Frank Brown
President of the University

Wm. O. W. Adams
Chairman of the Board of Trustees

Lincoln Memorial University
Duncan School of Law

This is to certify that

Dustin Baker

has successfully completed and been awarded
three semester hours credit in

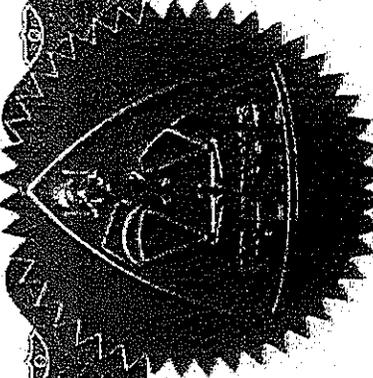
Mediation Skills,

which includes the curriculum components set forth in

Rule 31 of the Tennessee Supreme Court

May 12, 2015

DATE



Walter R. R.

DEAN



Chairperson
Howard H. Vogel, Esq.
O'Neil, Parker & Williamson, PLLC
7610 Gleason Drive, Suite 200
Knoxville, TN 37919
865-546-7190
hvogel@opw.com

Programs Manager
Claudia M. Lewis, Esq.

Programs Assistant
Lara A. Daley

Tennessee Supreme Court

ALTERNATIVE DISPUTE RESOLUTION COMMISSION

Nashville City Center, Suite 600

511 Union Street

Nashville, TN 37219

615-741-2687 Fax 615-741-6285

Commission Members
Hon. George H. Brown, Jr. (Ret.)
Linda Nettles Harris, Esq.
Hayden D. Lait, Esq.
C. Suzanne Landers, Esq.
D. Tracy Shaw, Esq.
Edward P. Silva, Esq.
Virginia Lee Story, Esq.
Howard H. Vogel, Esq.
I.C. (Jack) Waddey, Jr., Esq.
Mary Ann Zaha

Supreme Court Liaison
Hon. Gary R. Wade

July 28, 2015

Mr. Dustin L. Baker
1745 West G. Street
Elizabethton, TN 37643

Dear Mr. Baker:

The Alternative Dispute Resolution Commission is pleased to inform you that you have met the requirements of Tennessee Supreme Court Rule 31 and will be listed as a

General Civil/Family Mediator.

As your Rule 31 General Civil listing approved on 04/22/2014 is also currently active and in good standing, please be aware that Formal Ethics Opinion 98-F-142 issued by the Board of Professional Responsibility states that the proper identification of your listing is the phrase "**Rule 31 Listed General Civil/Family Mediator.**" The ADR Commission recommends that you use this phrase for advertising, letterhead, business cards, etc.

Your Rule 31 General Civil/Family Mediator Certificate is enclosed, and we congratulate you on your listing.

A list of Rule 31 mediators, which will be updated to include your name and contact information for your approved listing, is on the Administrative Office of the Courts website at www.tncourts.gov (select Programs & Services, ADR/Rule 31 Mediation, and Finding a Mediator). The judges and clerks also use this database when referring parties to mediation.

Please refer to the enclosed information sheet, which explains the annual renewal and continuing education requirements for your Rule 31 mediator listing. Also enclosed is a memo that provides helpful information regarding the ADR webpage and your login information for the online mediator reporting database.

Thank you for your interest in Rule 31 mediation. Our office is always available as a resource.

Sincerely,

Claudia M. Lewis

Claudia M. Lewis
Programs Manager

Enclosures: As Listed

State of Tennessee

PRIVATE PROTECTIVE SERVICES

ARMED SECURITY GUARD

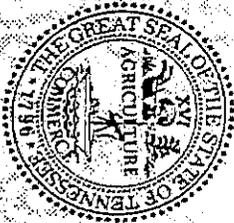
DUSTIN LEE BAKER

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 637880
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2022

11962858

6098085



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Randal Lewis
Trustee



801 Elk Avenue
(423) 542-1811
FAX: (423) 547-1505

CARTER COUNTY
STATE OF TENNESSEE
ELIZABETHTON

**TO THE HONORABLE COUNTY COURT OF CARTER COUNTY, TENNESSEE SUBMITTED HEREWITH
IS A SCHEDULE OF PROPERTY ADDED TO THE TAX ROLLS FOR THE PERIOD OCTOBER 1, 2018
THROUGH MARCH 31, 2020.**

NAME	VALUE	TAX
AYM, Inc.	131,614.00	\$3,251.00
Barker, Terry E	3 Year Rollback	\$48.00
Bennett, L. B.	69,025.00	\$1,705.00
Blackwell, Patsy & Coburn	3 Year Rollback	\$345.00
Blankenship, Cecil Nelson	3 Year Rollback	\$98.00
BWI ETN LLC DBA	40,447.00	\$1,000.00
C & S Kohl, LLC	12,400.00	\$306.00
Cable, Gaither	3 Year Rollback	\$120.00
Campbell, Terri R.	3 Year Rollback	\$2,400.00
Cole, Reece & ETAL	3 Year Rollback	\$24.00
Cornett, Lois	3 Year Rollback	\$1,733.00
DeYoung, Elizabeth	3 Year Rollback	\$379.00
Dish Network LLC	21,261.00	\$525.00
Edwards, Eula L	3 Year Rollback	\$155.00
Ellis, J. B.	3 Year Rollback	\$100.00
Garland, William D	3 Year Rollback	\$794.00
Grindstaff, Carrell	3 Year Rollback	\$129.00
Grindstaff, Virginia	3 Year Rollback	\$57.00
Hayes, Jimmy	4,175.00	\$103.00
Hill, Sandra	3 Year Rollback	\$76.00
Holly, Gloria	3 Year Rollback	\$196.00
Holly, Gloria	3 Year Rollback	\$626.00
Holtsclaw, Willie	3 Year Rollback	\$379.00
Hyder, Steven	3 Year Rollback	\$71.00
Jones, Helen	3 Year Rollback	\$58.00
Jones, Phillip	3 Year Rollback	\$1,742.00
Leonard, Millard	3 Year Rollback	\$333.00
Lohr, Billy R	3 Year Rollback	\$142.00
Lohr, Billy R	3 Year Rollback	\$514.00
McCoury, Todd	3 Year Rollback	\$1,359.00
McKinney, Larry	3 Year Rollback	\$1,338.00
Meyer, Frances	3 Year Rollback	\$987.00
Miller, Danny	3 Year Rollback	\$201.00
Miller, Shirley	3 Year Rollback	\$1,055.00
Miller, Shirley A ETAL	1,775.00	\$44.00
Mills Family Farm	3 Year Rollback	\$75.00
Moss, Jason	3 Year Rollback	\$912.00

Nave, Charles	3 Year Rollback		\$17.00
Pierce, Carolyn	3 Year Rollback		\$120.00
Potter, Kelvin	3 Year Rollback		\$18.00
Price, Reda	3 Year Rollback		\$100.00
Randolph, John	3 Year Rollback		\$416.00
Rasnick, Eli	3 Year Rollback		\$634.00
Schultz, Wayne		4,840.00	\$120.00
Scott, Roy & Doris	3 Year Rollback		\$363.00
Shell Creek General Store		355.00	\$9.00
Shell, Larry G & Rebecca	3 Year Rollback		\$1,709.00
Shepard, Allen	3 Year Rollback		\$76.00
Simerly, L D	3 Year Rollback		\$6.00
Sluder, Charles	3 Year Rollback		\$22.00
Smith, Teresa & Lanny	3 Year Rollback		\$3,245.00
Snap-On Tools Manufacturing Co		16,943.00	\$418.00
Southern Appalachian	3 Year Rollback		\$1,492.00
Southern Appalachian	3 Year Rollback		\$435.00
Stevenson, Joyce	3 Year Rollback		\$999.00
Street, Lula	3 Year Rollback		\$479.00
Street, Nicholas T & Bethany	3 Year Rollback		\$838.00
Summers Taylor, Inc.		14,953.00	\$369.00
Sutton, Barry	3 Year Rollback		\$199.00
Sutton, Barry	3 Year Rollback		\$199.00
Taylor, Jerry	3 Year Rollback		\$329.00
Treadway, Benjamin	3 Year Rollback		\$671.00
Truedge Lawn Care		3,798.00	\$94.00
Turbyfield, James & ETAL	3 Year Rollback		\$325.00
Turbyfield, James ETAL	3 Year Rollback		\$325.00
Wal-Mart Stores		36,167.00	\$893.00
Walsh, Lisa	3 Year Rollback		\$68.00
Wheels, LT		6,653.00	\$164.00
Whitehead, Louise	3 Year Rollback		\$941.00
Whitehead, Preston M	3 Year Rollback		\$144.00
Whitehead, Preston Michael	3 Year Rollback		\$2,199.00
Whitehead, Robert	3 Year Rollback		\$7.00
Williams, Kyle & Edith	3 Year Rollback		\$763.00

364,406.00

42,586.00

Randal Lewis
Trustee



801 Elk Avenue
(423) 542-1811
FAX: (423) 547-1505

CARTER COUNTY
STATE OF TENNESSEE
ELIZABETHTON

**TO THE HONORABLE COUNTY COURT OF CARTER COUNTY, TENNESSEE SUBMITTED HERewith
IS A SCHEDULE OF PROPERTY DELETED FROM THE TAX ROLLS FOR THE PERIOD OCTOBER 1, 2018
TO MARCH 31, 2020.**

NAME	VALUE	TAX AMOUNT
A New You Weight Loss Clinic	(397.00)	\$10.00
Accurate Carpentry	(345.00)	\$9.00
American K-9	(300.00)	\$7.00
Arnold, Lee Patton	(3,775.00)	\$93.00
AYM, INC	(97,729.00)	\$2,414.00
Bennett, L B	(17,256.00)	\$426.00
Birchfield Roofing Cons.	(345.00)	\$9.00
BKV Bread Inc.	(1,548.00)	\$38.00
Blind Raven Photography	(345.00)	\$9.00
Bo's Lawncare	(1,543.00)	\$38.00
Broad Street Volco	(587.00)	\$15.00
Build A Better World Construction	(397.00)	\$10.00
C & M Mobile Homes	(2,021.00)	\$50.00
Cable, James D	(14,950.00)	\$369.00
Carter County Bank	(10,725.00)	\$265.00
Central Transport	(1,035.00)	\$26.00
Chad's Garage	(345.00)	\$9.00
Chemical Technologies	(65,892.00)	\$1,628.00
Chizman's Carving	(473.00)	\$12.00
Christenberry, Dexter	(3,300.00)	\$82.00
Christenberry, Dexter Jr.	(7,300.00)	\$180.00
Church Wes Excavating	(38,263.00)	\$945.00
Cifers Backhoe Service	(5,111.00)	\$126.00
Clawson Heirs	(1,350.00)	\$33.00
Clint's Lawn & Landscape	(2,288.00)	\$57.00
Collins Upholstery	(345.00)	\$9.00
Colonial Machinery Sales	(748.00)	\$19.00
Covered Bridge Café	(952.00)	\$24.00
Cripple Creek Auto Salvage	(843.00)	\$21.00
D & H Carpentry	(397.00)	\$10.00
Davis, Vincent B	(51,160.00)	\$1,264.00
Derrick's Chimney Service	(280.00)	\$7.00
Dobes, James	(5,125.00)	\$127.00
Droopy's Auto Repair	(509.00)	\$13.00
East Tennessee Flowers & Vines	(746.00)	\$18.00

Ellis D & Sons Insulation	(345.00)	\$9.00
Ellis, Connie A	(6,500.00)	\$161.00
Estep, Harold	(525.00)	\$13.00
Forsythe, Diane	(1,000.00)	\$24.00
Fuller, Jeffrey	(300.00)	\$7.00
Grady's Auto Sales	(280.00)	\$7.00
Grandma Bessie's Custom Threadz	(3,719.00)	\$92.00
Greer, Pauline B	(600.00)	\$15.00
Grindstaff, Derick	(5,950.00)	\$147.00
Guinn, Ricky	(2,400.00)	\$59.00
Harrison, Andrew Cox	(16,140.00)	\$399.00
Hayes, Jimmy	(700.00)	\$17.00
Hazelwood, Michael D	(10,375.00)	\$257.00
Healthsource of Tri Cities	(1,949.00)	\$48.00
Hedges Heating & Air	(17,765.00)	\$439.00
Henegar, Steven	(1,500.00)	\$37.00
Highland Clinic	(2,756.00)	\$68.00
Hillside Residential	(950.00)	\$23.00
Holly & Holly PLLC	(971.00)	\$24.00
Home Remedies	(345.00)	\$9.00
House Heroes	(397.00)	\$10.00
Hynessite Entertainment	(345.00)	\$9.00
IAMB, Inc	(69,025.00)	\$1,705.00
International Radio LLC	(416.00)	\$10.00
Isaacs, Kathy	(1,175.00)	\$29.00
Isaacs, William D	(10,080.00)	\$249.00
Isaiah 117 House	(14,475.00)	\$358.00
J & J Upholstery	(437.00)	\$11.00
J & S Construction	(2,098.00)	\$52.00
J C Tires LLC	(768.00)	\$19.00
J J Recovery & Repo Services	(345.00)	\$9.00
Jerry's Auto Sales	(679.00)	\$17.00
Jester, Brenda A	(6,175.00)	\$153.00
Jim's Yard & Home Work	(277.00)	\$7.00
Johnson VA Colorfaux Works	(675.00)	\$17.00
Johnson, Keith	(17,200.00)	\$425.00
Keller, Clarence & Dorothy	(7,650.00)	\$189.00
Keller, Dorothy K	(5,450.00)	\$135.00
Knaack, Joseph	(2,125.00)	\$52.00
Kohl, Christopher	(28,280.00)	\$699.00
Lawson Connie L/E	(32,800.00)	\$810.00
Lewis, Eugene	(700.00)	\$17.00
Liberty Tax Service	(280.00)	\$7.00
Lonesome Dove Christian GP	(10,900.00)	\$269.00
Lynnridge II, LP	(145,240.00)	\$3,587.00
Lynnwood II, LP	(145,800.00)	\$3,601.00
M Nails	(1,268.00)	\$32.00
Marholin, Carl D	(11,525.00)	\$285.00
Marr, Rebecca Photography	(600.00)	\$15.00
McCoy's LLC	(1,161.00)	\$29.00
McInturff, Deanna	(600.00)	\$15.00
Mike's Garage	(1,296.00)	\$32.00

Miller, Estill DDS	(2,090.00)	\$52.00
Miller, Shirley A ETAL	(1,775.00)	\$44.00
Miller, Shirley A ETAL	(925.00)	\$23.00
Mimstar	(482.00)	\$12.00
MJP Paper Shredding	(1,035.00)	\$26.00
Mustard Frank H.	(2,175.00)	\$54.00
New Liberty Free Will Baptist Church	(16,800.00)	\$415.00
Norwood Odd Jobs	(345.00)	\$9.00
Olson, Arthur H	(1,225.00)	\$30.00
P & W Muffler Shop	(971.00)	\$24.00
Peoples Landscaping	(7,633.00)	\$188.00
Perkins, Jack	(1,250.00)	\$31.00
Perkins, John R	(3,500.00)	\$86.00
Pickers Antique Mall	(397.00)	\$10.00
Proffitt, Helen	(50.00)	\$1.00
S & J Construction	(300.00)	\$7.00
Sadys Gonzales Custom Carpentry	(345.00)	\$9.00
Sassy Southern Belle's Boutique	(280.00)	\$7.00
SLS Grooming	(345.00)	\$9.00
Southall, Fonda L	(3,360.00)	\$83.00
Southern Appalachian Highlands Cons.	(5,200.00)	\$129.00
Southern Appalachian Highlands Cons.	(1,550.00)	\$38.00
Stoltzfus Home Specialities	(397.00)	\$10.00
Stoney Creek Collision	(563.00)	\$14.00
Stout, Greg	(2,275.00)	\$56.00
Stout, Sharon	(3,050.00)	\$75.00
Street, Robert L	(16,850.00)	\$416.00
Stumpy's Tree Service	(437.00)	\$11.00
Sugar Love	(397.00)	\$10.00
Sun Loan Company	(1,650.00)	\$41.00
Sutton, Barry		
	Correct Rollback	\$199.00
SycamoreGardens Landscaping Service	(3,450.00)	\$85.00
Taylor Stone Masonry	(397.00)	\$10.00
The Final Stitch	(300.00)	\$7.00
The Tattoo Den Studio	(345.00)	\$9.00
The Warranty Plus	(428.00)	\$11.00
Thomason, Richard	(16,825.00)	\$416.00
Tomali Aviation	(5,865.00)	\$145.00
Trophy Water Guide Service	(6,873.00)	\$170.00
Turbyfield, James ETAL		
	Correct Rollback	\$325.00
Vaughn's Landscaping	(280.00)	\$7.00
Wade, Gary E	(4,200.00)	\$104.00
Wargofcak, Lou Ann	(2,375.00)	\$59.00
White, William	(75.00)	\$2.00
Whiteway Grill	(510.00)	\$13.00

(1,053,612.00)

\$ 26,563.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING , MONDAY, MAY 18, 2020

RESOLUTION NO. _____

“A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION AND ACCEPTANCE OF A LITTER AND TRASH COLLECTING GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CARTER COUNTY LITTER GRANT PROGRAM FOR FISCAL YEAR 2020 - 2021”

WHEREAS, Carter County has participated in a Litter Grant Program funded through the State of Tennessee Department of Transportation for several years; and

WHEREAS, the County intends to submit an application for fiscal year 2020-2021 for continued participation the Tennessee Department of Transportation Litter and Trash Collection Grant Program; and

WHEREAS, said Grant requires a contract for the fiscal year 2020-2021 which will impose certain legal and contractual obligations upon Carter County as in previous years, and acceptance requires the approval of the Board of County Commissioners for Carter County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the Monday May 18, 2020, with a lawful quorum of said Board being present and with a majority voting in the affirmative, as follows:

SECTION 1. The Board of County Commissioners for Carter County, Tennessee hereby authorizes the Carter County Mayor, Russell Barnett, to submit an application on behalf of Carter County for the Litter Grant Program for fiscal year 2020-2021 to the State of Tennessee Department of Transportation.

SECTION 2. That should said application be approved by the State of Tennessee Department of Transportation, then the Board of County Commissioners for Carter County hereby authorizes the Carter County Mayor, Russell Barnett, to execute the contract and any other necessary documents which may be required to signify acceptance of the Litter Grant by Carter County.

SECTION 3. All Resolutions in conflict herewith shall be and the same are hereby rescinded insofar as such conflict exists.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its approval the welfare of the county demanding.

Reviewed and approved by the Health & Welfare Committee on May 5, 2020.

Committee Chairperson

Adopted this 18th day of May, 2020.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By:

RAY LYONS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: _____
RUSSELL BARNETT
CARTER COUNTY MAYOR

VETOED:

By: _____
RUSSELL BARNETT
CARTER COUNTY MAYOR

Date: _____

VETO OVERRIDE VOTE:

_____ YES VOTES
_____ NO VOTES
_____ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL
OVERRIDE VOTE:

By: _____
RAY LYONS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Date: _____

ATTEST:

MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:

JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING , MONDAY, MAY 18, 2020

RESOLUTION NO. _____

"A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE THE GRANT CONTRACT FOR LOCAL HEALTH SERVICES BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF HEALTH AND CARTER COUNTY FOR FISCAL YEAR 2020-2021."

WHEREAS, pursuant to Tennessee Code Annotated §§ 68-2-603 and 68-2-607, each county shall establish a county health department and may enter into contracts with governmental entities to assist the county health department in carrying out its duties and functions; and

WHEREAS, rural local public health meets the needs of Tennessee citizens as provided by the county health departments; and

WHEREAS, the State of Tennessee Department of Health and Carter County must enter into a contractual relationship in order for Carter County to receive grant funds which reimburse costs expended by the Carter County Health Department for rural local health services provided to the citizens of Carter County; and

WHEREAS, it is in the best interest of the citizens of Carter County to enter into said contractual agreement with the state as it will ensure that needed rural local health services will continue to be provided in Carter County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 18th day of May, 2020, with a lawful quorum of said Board being present and with a majority voting in the affirmative, that the Carter County Mayor is hereby authorized to execute all documents necessary to enter into a legally binding contractual agreement with the State of Tennessee Department of Health which will serve to allow Carter County to receive grant funds for the operations of the Carter County Health Department.

BE IT FURTHER RESOLVED that further authorization of the Board of County Commissioners shall not be required for routine extensions of this contract wherein the terms thereof remain unchanged.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its approval, the welfare of the county demanding, and further that any part of past Resolutions in conflict with this Resolution are hereby rescinded to the extent that a such conflict exists.

Reviewed and approved by the Health and Welfare Committee on May 5, 2020.

Committee Chairperson

Adopted this 18th day of May, 2020.

APPROVED:

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

By:

RAY LYONS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: _____
RUSSELL BARNETT
CARTER COUNTY MAYOR

VETOED:

By: _____
RUSSELL BARNETT
CARTER COUNTY MAYOR

Date: _____

VETO OVERRIDE VOTE:

_____ YES VOTES

_____ NO VOTES

_____ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL
OVERRIDE VOTE:

By: _____
RAY LYONS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Date: _____

ATTEST:

MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:

JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date July 1, 2020	End Date June 30, 2021	Agency Tracking # 34360-15821	Edison ID		
Grantee Legal Entity Name Carter County Government			Edison Vendor ID 18		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA #			
		Grantee's fiscal year end June 30			
Service Caption (one line only) Local Health Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$305,864.00	\$158,161.00	\$126,563.00		\$590,588.00
TOTAL:	\$305,864.00	\$158,161.00	\$126,563.00		\$590,588.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection					
All 89 counties are funded					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
					
Speed Chart (optional) HL00000105		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CARTER COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Carter County Government, hereinafter referred to as the "Grantee," is for the provision of Local Health Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 18

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. CHAD - Child Health and Development, a home visiting program.
 - b. CSS - Children's Special Services, a program of the Maternal and Child Health Block Grant.
 - c. EP - The Emergency Preparedness program, which includes activities as part of the Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) and Assistant Secretary for Preparedness and Response (ASPR) cooperative agreements.
 - d. EPSDT - The Early, Periodic, Screening, Diagnosis and Treatment program, which is covered by Medicaid/TennCare.
 - e. HUGS - Help Us Grow Successfully, a home visiting program.
 - f. PTBMIS - Patient Tracking Billing and Management Information System of the Tennessee Department of Health.
 - g. Rural Local Health Services - A central focus and coordinated effort to identify obstacles unique to rural areas where solutions bring about changes and reforms to improve and enhance the health care of rural citizens.
 - h. STD - The Sexually Transmitted Disease program.
 - i. WIC Services - The Special Supplemental Nutrition Program for Women, Infant, and Children established by the Child Nutrition Act of 1966 and codified as 42 U.S.C. § 1786.
- A.3. Service Goals. Rural Local Health Services represent an array of programs and services provided by the Division of Community Health Services. These programs and services illustrate the breadth and diversity of efforts to meet the public health needs of Tennessee's citizens. All public health services are delivered in accordance with state and/or federal statutes, program rules and regulations, physician protocols and standing orders.
- A.4. Service Description.
- a. The Grantee shall perform the following services on an as needed basis:

PROGRAM	CFDA#
Adolescent Pregnancy Prevention	N/A
Baby & Me Services	N/A
Breast and Cervical Cancer – (Maternal and Child Health Block Grant)	93.994
Child Health and Development (CHAD)	N/A
Childhood Lead Poisoning Prevention	N/A
Children’s Special Services (CSS) – Care Coordination Services (Maternal and Child Health Block Grant)	93.994
Chronic Diseases Prevention and Health Promotion	93.758
Clinical Physician Services	N/A
Dental Clinical Services	93.224
Dental Prevention Services	N/A
Early, Periodic, Screening, Diagnosis, and Treatment (EPSDT) - Community Outreach Services	N/A
Early, Periodic, Screening, Diagnosis, and Treatment (EPSDT)	N/A
Emergency Preparedness	93.074
Family Planning Services	93.217
General Administration/Public Health Office Assistants/Custodial	N/A
Help Us Grow Successfully (HUGS)	N/A
HIV Prevention Services	93.940
Immunization Services	93.268
Nutrition Services	N/A
Prenatal Presumptive Eligibility	N/A
Rape Prevention and Education Program	93.136
Regional/County Health Officers (RCHO)	N/A
Primary Care Services	93.913
Ryan White Medical Case Management (Ryan White Title II)	93.917
Sexually Transmitted Disease (STD) Services	93.977
Tobacco Use Prevention and Control Program	93.305
Tuberculosis Services (Tuberculosis Elimination Grant)	93.116
Women, Infant, and Children (WIC) Services – Special Supplemental Nutrition Program	10.557

- b. The above services shall be performed according to the service descriptions in the “Catalog of Local Rural Health Services for the Division of Health Community Services” that provides a description of the above services.

The Grantee may request a copy from the State, and notification of any changes will be provided by the State via electronic mail.

- c. The Grantee shall assure staff providing services in accordance with this Grant Contract are on duty during the State’s regularly scheduled business hours (8:00 a.m. to 4:30 p.m. Central Time). Grantee staff shall also observe the same legal holidays as observed by the State.
- d. Local Health Services provided by the Division of Community Health Services are coded and tracked through PTBMIS. A copy of the most recent version of the PTBMIS Coding Manual can be found at:
<https://tennessee.sharepoint.com/sites/health/CHS/BILL/SitePages/Home.aspx>
- e. The Grantee shall allow the State to credential, privilege, and contract medical facilities and medical practitioners on the Grantee’s behalf.

- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsection b., below);
 - b. the Catalog of Local Rural Health Services for the Division of Community Services (found at: <https://tennessee.sharepoint.com/sites/health/DAS/BMO/Documents/Forms/Default.aspx?id=%2>) as may be amended, if any.
- A.6. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet is incorporated in this Grant Contract. The Grantee shall be notified of any changes that shall take place during the duration of this Grant Contract.
- A.7. In the event that the Grantee is subject to an audit in accordance with Section D.19 hereunder, the Grantee shall submit to the State contact listed in Section D.8. a copy of the audit report and Notice of Audit Report Attachment.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2020 ("Effective Date") and ending on June 30, 2021, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Ninety Thousand Five Hundred Eighty Eight Dollars (\$590,588.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices(Attachment 2) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Community Health Services
 Jenny Crane, Contract Manager
chs.admin@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor Department of Health, Local Health Services..
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within forty-five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than forty-five (45) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.(Attachment 3).
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying,"

"Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Jenny Crane, Contract Manager
 Department of Health, Community Health Services
 710 James Robertson Avenue
 Nashville, TN 37243
 jenny.crane@tn.gov
 Telephone # 615.741.0235

The Grantee:

Rusty Barnett, County Mayor
 Carter County Government
 801 Elk Avenue

Elizabethton, TN 37643-4574
 mayor@cartercountyttn.gov
 (423) 542-1801

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a

prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an Attachment 4 to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 5 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 5 Notice of Audit Report shall complete Attachment 6, the Parent Child Information document. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not

increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CARTER COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

RUSTY BARNETT, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

LISA PIERCEY, MD, MBA, FAAP, COMMISSIONER

DATE

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 1)

CARTER COUNTY GOVERNMENT - LOCAL HEALTH SERVICES				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2020, and ending June 30, 2021.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$353,210.00	\$0.00	\$353,210.00
2	Benefits & Taxes	\$211,926.00	\$0.00	\$211,926.00
4, 15	Professional Fee/ Grant & Award ²	\$100.00	\$0.00	\$100.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$500.00	\$0.00	\$500.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$8,700.00	\$0.00	\$8,700.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$16,152.00	\$0.00	\$16,152.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$590,588.00	\$0.00	\$590,588.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

SALARIES	AMOUNT
Sara Albritton, Dental Assistant 2 \$ 2,123.43 x 12 x 100%	\$25,481.16
Melinda Gouge, Registered Nurse 2 \$ 3,534.00 x 12 x 100%	\$42,408.00
Vacant, Dental Assistant 3 ⁽¹⁾ \$ 2,254.72 x 12 x 100%	\$27,056.64
Kathryn Hardin, PH Office Assistant \$ 1,936.09 x 12 x 100%	\$23,233.08
Evelyn Huddleston, PH Office Assistant \$ 1,874.00 x 12 x 100%	\$22,488.00
Rhonda McKinney, PH Office Assistant \$ 1,880.10 x 12 x 100%	\$22,561.20
Emily Brooks, PH Educator 2 \$ 2,637.00 x 12 x 100%	\$31,644.00
Stephanie Fritts Rucker, Nutrition Educator \$ 2,590.72 x 12 x 100%	\$31,088.64
Eunice Cash, BF Peer Counselor (Counseling Assistant) \$ 1,792.28 x 12 x 100%	\$21,507.36
Anna Poston, Social Counselor 2 \$ 2,639.03 x 12 x 100%	\$31,668.36
Valerie Redd, Social Counselor 2 \$ 2,864.20 x 12 x 100%	\$34,370.40
Rebecca Satern, Nutrition Educator \$ 2,590.72 x 12 x 100%	\$31,088.64
Placeholder for State/County approved salary increase (only to be used after an approved budget revision)	\$8,614.89
TOTAL ROUNDED	\$353,210.00

PROFESSIONAL FEES/ GRANT & AWARD	AMOUNT
Background check fees	\$100.00
TOTAL	\$100.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine travel	\$8,700.00
TOTAL	\$8,700.00

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

For ACCOUNTS MANAGEMENT OFFICE USE ONLY			
PO#	LINE#	RECEIPT #	TDOH AGENCY INVOICE #
EDISON CONTRACT #			VOUCHER #
EDISON VENDOR #		EDISON ADDRESS LINE #	

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE	INVOICE NUMBER
	INVOICE DATE
	INVOICE PERIOD
	FROM TO
Edison Vendor #	CONTRACT PERIOD
CONTRACTING STATE AGENCY Tennessee Department of Health	FROM TO
PROGRAM AREA	CONTACT PERSON/TELEPHONE NO.
OCR CONTRACT NUMBER	

BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	FOR CENTRAL OFFICE USE ONLY
				SPEEDCHART NUMBER:
				USERCODE:
				PROJECT ID:
				AMOUNT:
Salaries				
Benefits				SPEEDCHART NUMBER:
Professional Fee/Grant & Award				USERCODE:
Supplies				PROJECT ID:
Telephone				AMOUNT:
Postage & Shipping				
Occupancy				SPEEDCHART NUMBER:
Equipment Rental & Maintenance				USERCODE:
Printing & Publications				PROJECT ID:
Travel/Conferences & Meetings				AMOUNT:
Interest				
Insurance				SPEEDCHART NUMBER:
Specific Assistance to Individuals				USERCODE:
Depreciation				PROJECT ID:
Other Non Personnel				AMOUNT:
Capital Purchase				
Indirect Cost				
TOTAL	\$0.00	\$0.00	\$0.00	

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes
 These services are for medical services
 non-medical services

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

 Title: _____
 Date: _____

PROGRAM APPROVAL AUTHORIZED SIGNATURE

 Title: _____
 Date: _____

RECOMMENDED FOR PAYMENT
 CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
 FOR FISCAL USE ONLY

 Title: _____
 Date: _____

Instructions & Hints

Do not send a worksheet that is linked to another file

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

Retain this file in blank form

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

File Names: **Please use the following format when naming files.**
 name of agency REPORTING PERIOD END.xls
 do not abbreviate the agency name

example: davidson county health MARCH 02.xls

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

Reporting periods are based on the Agency's fiscal year

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

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

Abbreviations - do not abbreviate the Agency name

Number pages using the "page ____ of ____ pages" format

THE WORKSHEET IS NOT PROTECTED

do not overwrite formulas (identified by yellow shading and "0") or change formats

do not overwrite/edit shaded areas (move to the cell beyond the shading for input)

do not add (insert) lines do not change shaded areas

Expense and Revenue pages can show information for 2 contracts

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

Use additional expense and revenue pages for more than 2 contracts

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

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

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

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

Report by program within the State Contract Number within State Department

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

Do not combine State Contract Numbers

One Funding Information Summary and one Schedule C are required from each contractor submitting reports

Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

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

Do not send invoices with expense reports

If refund due, mail reports with check or send note with e-mail that check in the mail

e-mail completed files to: Policy3.AMO.Health@tn.gov

e-mail filing replaces mailing forms

Mailing Address:

Monaliz Hana

Telephone: 615-532-3406

Tennessee Department of Health

Fiscal Services

6th Floor Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)
SCHEDULE A
EXPENSE BY OBJECT LINE-ITEMS

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER

Line 1 Salaries And Wages

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

Line 3 Total Personnel Expenses

Add lines 1 and 2.

Line 4 Professional Fees

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

Line 5 Supplies

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

Line 6 Telephone

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

Line 7 Postage And Shipping

Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

Line 8 Occupancy

Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

Line 9 Equipment Rental And Maintenance

Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

Line 10 Printing And Publications

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

Line 11 Travel

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

Line 12 Conferences And Meetings

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

Line 13 Interest

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

Line 14 Insurance

Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

Line 15 Grants And Awards

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

Line 16 Specific Assistance to Individuals

Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

Line 17 Depreciation

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements.

Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses

Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

Line 21 Total Direct Program Expenses

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

Line 23 Total Direct And Administrative Expenses

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement*.

Line 24 In-Kind Expenses

In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds. Carry forward to Schedule B, Line 38.

Line 25 Total Expenses

The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

**PROGRAM REVENUE REPORT (PRR)
SCHEDULE B
SOURCES OF REVENUE**

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

Reimbursable Program Funds**Line 31 Reimbursable Federal Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)

Add lines 31 and 32.

Matching Revenue Funds**Line 34 Other Federal Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 35 Other State Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 36 Other Government Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may have an attached detail listing and reconciliation schedule.

Line 37 Cash Contributions (Non-government)

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 38 In-Kind Contributions (Equals Schedule A, Line 24)

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

Line 39 Program Income

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

Line 40 Other Matching Revenue

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

Line 41 Total Matching Revenue Funds

Add lines 34 through 40

Line 42 Other Program Funds

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

Line 43 Total Revenue

Add lines 33, 41, and 42

**RECONCILIATION BETWEEN TOTAL EXPENSES
AND REIMBURSABLE EXPENSES
SCHEDULE B - (Lines 51 to 59)**

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).

The first line of this section, Line 51, Total Expenses, is brought forward from the last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

Line 52 OTHER UNALLOWABLE EXPENSES:

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

Line 53 EXCESS ADMINISTRATION:

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

Line 56 TOTAL REIMBURSEMENT-TO-DATE

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

Line 57 DIFFERENCE (Line 55 less Line 56)

This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES

Any advance payments for a grant should appear on this line.

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://www.state.tn.us/finance/act/policyb.html>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

**Tennessee Department of Health
Funding Information Summary**

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____

AGENCY FISCAL YEAR END (MM/DD) _____

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?
YES _____ NO _____

If yes, Name of organization that approved the Plan: _____

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:
Ratio of direct program salaries to total direct salaries applied to administrative cost. _____
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____
Cost step down. _____
Other (describe) _____

Is your organization: _____ A private not-for-profit organization?
_____ A state college or university, or part of a city government?

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program # _____
 Contract Number _____
 Grant Period _____
 Program Name _____
 Service Name _____

Schedule A

Item # EXPENSE BY OBJECT:

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1 STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #	
Contract Number	
Grant Period	
Program Name	
Service Name	

Schedule B Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
31	Reimbursable Program Funds				
32	Reimbursable Federal Program Funds				
33	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

Schedule C - Final Page STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

	TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Schedule A Year-To-Date Information				
Item # EXPENSE BY OBJECT:				
1 Salaries and Wages				
2 Employee Benefits & Payroll Taxes				
3 Total Personnel Expenses				
4 Professional Fees				
5 Supplies				
6 Telephone				
7 Postage and Shipping				
8 Occupancy				
9 Equipment Rental and Maintenance				
10 Printing and Publications				
11 Travel				
12 Conferences and Meetings				
13 Interest				
14 Insurance				
15 Grants and Awards				
16 Specific Assistance to Individuals				
17 Depreciation				
18 Other Non-personnel Expenses (detail)				
a				
b				
c				
d				
19 Total Non-personnel Expenses				
20 Reimbursable Capital Purchases				
21 TOTAL DIRECT PROGRAM EXPENSES				
22 Administrative Expenses				
23 TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24 In-Kind Expenses				
25 TOTAL EXPENSES				

Attachment 4

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

jenny.crane@tn.gov _ TN Department of Health, Division of Community Health Services

ATTACHMENT 5

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.**

- Grantee Legal Entity Name** is subject to an audit for fiscal year #.
- Grantee Legal Entity Name** is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number:

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

ATTACHMENT 6**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

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

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

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Carter County Government
Subrecipient's DUNS number	030682173
Federal Award Identification Number (FAIN)	6 FPHPA006483
Federal award date	9/28/2019
CFDA number and name	93.217 Family Planning
Grant contract's begin date	07/01/2020
Grant contract's end date	06/30/2021
Amount of federal funds obligated by this grant contract	\$21,497
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$8,125,000
Name of federal awarding agency	Health Resources and Services Administration
Name and contact information for the federal awarding official	Ms. Edecia Richards 61 Forsyth Street, S.W. Ste. 5B95 Atlanta Federal Center Atlanta, GA 30323 Phone: 404-562-7900
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	2.7

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Carter County Government
Subrecipient's DUNS number	030682173
Federal Award Identification Number (FAIN)	6 B04MC33868
Federal award date	12/17/2019
CFDA number and name	93.994 Maternal and Child Health Services
Grant contract's begin date	07/01/2020
Grant contract's end date	06/30/2021
Amount of federal funds obligated by this grant contract	\$22,442
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$2,627,465
Name of federal awarding agency	Health Resources and Services Administration
Name and contact information for the federal awarding official	Crystal Howard Email: choward@hrsa.gov Phone (301) 443-3844
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Carter County Government
Subrecipient's DUNS number	030682173
Federal Award Identification Number (FAIN)	1 X10MC29505
Federal award date	9/25/2019
CFDA number and name	93.870 MIECHV
Grant contract's begin date	7/1/2020
Grant contract's end date	6/30/2021
Total amount of federal funds obligated to the subrecipient	\$118
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$9,720,493
Name of federal awarding agency	CDC
Name and contact information for the federal awarding official	Shawna Shields, Project Officer Centers for Disease Control and Prevention National Center for Chronic Disease Prevention and Health Promotion (NCCDPHP) 470 Buford Highway, MS F79 Atlanta, Georgia 30342 Telephone: 770-488-5325 Email: iok0@cdc.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0.0

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Carter County Government
Subrecipient's DUNS number	030682173
Federal Award Identification Number (FAIN)	6 NB01OT009155
Federal award date	8/23/2019
CFDA number and name	93.991 Preventive Health
Grant contract's begin date	07/01/2020
Grant contract's end date	06/30/2021
Amount of federal funds obligated by this grant contract	\$38,389
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$2,527,977
Name of federal awarding agency	CDC
Name and contact information for the federal awarding official	Jerry Jackson 1825 Century Boulevard DPHPI/HDSDB Atlanta, GA 30345 Phone: 404-498-1919
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Carter County Government
Subrecipient's DUNS number	030682173
Federal Award Identification Number (FAIN)	5 NUF2CE002468
Federal award date	2/11/20
CFDA number and name	93.136 TN Rape Prev and Ed Program
Grant contract's begin date	7/1/2020
Grant contract's end date	6/30/2021
Amount of federal funds obligated by this grant contract	\$1,300
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$829,273
Name of federal awarding agency	Dept. of Health and Human Services
Name and contact information for the federal awarding official	Melissa Gipson 4770 Buford Hwy DVP PPTB Atlanta, GA 30341 Phone: 770-488-4493
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	15.8%

Federal Award Identification Worksheet *

Subrecipient's name (must match registered name in DUNS)	Carter County Government
Subrecipient's DUNS number	030682173
Federal Award Identification Number (FAIN)	195TN712W1003
Federal award date	
CFDA number and name	10.557 WIC ADMIN
Grant contract's begin date	7/1/2020
Grant contract's end date	6/30/2021
Amount of federal funds obligated by this grant contract	\$51,736
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	USDA Food and Nutrition Service
Name and contact information for the federal awarding official	Lisa Bragg 404-562-7050
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

*** Information listed in the Federal Award Identification Worksheet is subject to change periodically during the Grant Contract Term. The State shall provide updated information to the Grantee as changes occur.**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, MAY 18, 2020

RESOLUTION NO. _____

“A RESOLUTION TO REQUEST THE UNCLAIMED BALANCE OF ALL ACCOUNTS
REMITTED TO THE STATE TREASURER UNDER THE UNCLAIMED PROPERTY ACT”

WHEREAS, Tenn. Code Ann. § 66-29-146 provides that a county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100.00, less a proportionate share of the cost of administering the program; and

WHEREAS, Carter County and/or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act; and

WHEREAS, Carter County by this Resolution is requesting the return of the unclaimed balance of any and all available funds held by the State Treasurer which have been remitted by Carter County and/or its agencies; and

WHEREAS, Carter County agrees to meet all the requirements of Tenn. Code Ann. § 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer by September 1 each year; and

WHEREAS, it is agreed that Carter County will retain a sufficient amount to insure prompt payment of allowed claims without deduction for administrative costs or service charges and that the balance of funds will be deposited in Carter County's General Fund.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 18th day of May, 2020, with a lawful quorum of said Board being present and with a majority voting in the affirmative that the Board hereby requests the State Treasurer to pay the unclaimed balance of funds to it in accordance with the provisions of Tenn. Code Ann. § 66-29-101 et seq., and specifically Tenn. Code Ann. § 66-29-146. A list of remittances made by or on behalf of Carter County and its agencies shall be submitted of the State of Tennessee along with this adopted Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its approval the welfare of the county demanding.

BE IT FURTHER RESOLVED, that all prior Resolutions of the Board of County Commissioners of Carter County, Tennessee which are in conflict with this Resolution are hereby repealed.

Reviewed and approved by the Budget Committee on May 11, 2020.

Committee Chairperson

Adopted this 18th day of May, 2020.

APPROVED:

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

By: _____
RAY LYONS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: _____
RUSSELL BARNETT
CARTER COUNTY MAYOR

VETOED:

By: _____
RUSSELL BARNETT
CARTER COUNTY MAYOR

Date: _____

VETO OVERRIDE VOTE:

_____ YES VOTES
_____ NO VOTES
_____ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL
OVERRIDE VOTE:

By: _____
RAY LYONS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Date: _____

ATTEST:

MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:

JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING , MONDAY, MAY 18, 2020

RESOLUTION NO. _____

"A RESOLUTION AUTHORIZING COUNTY COMMISSIONERS TO PURCHASE INSURANCE COVERAGE UNDER THE COUNTY INSURANCE PLAN(S)."

WHEREAS, pursuant to Tenn. Code Ann. § 8-27-501 et. seq. counties in Tennessee, through approval of each respective county legislative body, may provide insurance to for all county employees and officials, and may extend said insurance to retired employees, officials and their surviving spouses; and

WHEREAS, it is the desire of the Board of County Commissioners for Carter County, Tennessee to permit County Commissioners to purchase health insurance, dental insurance and vision insurance under the Carter County employee insurance plan(s); and

WHEREAS, it is the desire of the Board that any County Commissioner electing to purchase any form of insurance through the county plan(s) shall be responsible for paying the full cost associated with his or her chosen insurance plan(s); and

WHEREAS, the Board also desires to establish certain other rules and regulations which shall govern the availability of said insurance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 18th day of May, 2020, with a lawful quorum of said Board being present and with a majority voting in the affirmative that Carter County Commissioners are authorized to purchase any policies of health insurance, dental insurance and/or vision insurance that may be available under the Carter County employee insurance plan(s).

BE IT FURTHER RESOLVED that the following rules and regulations regarding said insurance coverage are fully approved and adopted by the Board and shall govern the availability and administration of said coverage:

1. A County Commissioner electing to purchase any form of insurance through the county plan(s) shall be responsible for paying the full cost associated with his or her chosen insurance plan(s).
2. The health insurance will include the option to have access to dental and vision insurance if the Commissioner chooses to pay those premiums.
3. The total cost of the desired coverage shall be remitted to the Carter County Finance Department by the insured on or before the time designated by the Director each month or the coverage will be terminated.
4. Commissioners who retire or are not re-elected after serving a full term on the commission may retain any insurance coverage they obtained while serving as long as they continue to pay 100% of the premium.
5. Commissioners may add a spouse or dependents to their chosen policy or policies at their own cost.
6. If a current or former Commissioner dies while having insurance benefits through the county plan the Commissioner's surviving spouse has the option of continuing coverage if they continue to pay the full premium.
7. If an insured current or former Commissioner has dependents under the age of 26 years and the Commissioner predeceases the dependents, the Commissioner's surviving spouse can, on behalf of the dependents, maintain their insurance through the county plan if he/she pays the full premium.

Reviewed and approved by the Health and Welfare Committee on May 5, 2020.

Committee Chairperson

Adopted this 18th day of May, 2020.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: _____
RAY LYONS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: _____
RUSSELL BARNETT
CARTER COUNTY MAYOR

VETOED:

By: _____
RUSSELL BARNETT
CARTER COUNTY MAYOR

Date: _____

VETO OVERRIDE VOTE:

_____ YES VOTES

_____ NO VOTES

_____ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL
OVERRIDE VOTE:

By: _____
RAY LYONS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Date: _____

ATTEST:

MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:

JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

AGREEMENT

Between

East Tennessee State University

And

Carter County, Tennessee

This Agreement is made and entered into as of the 1st day of July 2020, by and between Carter County ("County") and East Tennessee State University, a state-owned university, on behalf of its Quillen College of Medicine, Division of Forensic Pathology, operating at the William L. Jenkins Forensic Center ("ETSU").

I. SCOPE OF SERVICES:

1. ETSU shall:

- i. Provide county medical examiner and death investigators 365 days per year, 7 days per week, 24 hours per day, in order to determine medical examiner jurisdiction and direct case disposition during the term of the contract.
- ii. Provide autopsies for County upon request of the county medical examiner, district attorney general and anyone authorized by the county medical examiner or district attorney general or by law to order an autopsy.
- iii. Maintain National Association of Medical Examiners ("NAME") Accreditation.
- iv. Conduct death investigations in accordance with Tennessee statutes, rules, guidelines, policies and procedures.
- v. Dispatch a death investigator employed by ETSU to select scenes (homicides, sudden unexpected deaths in infants/children (including suspected abuse), multiple decedents, high profile cases, in custody deaths, and unusual circumstances).
- vi. Ensure that death investigators meet the qualifications as set out in Tenn. Code Ann. § 38-7-104 and WLJFC standard operating procedures.
- vii. Ensure that the on-scene medical death investigators respond to scenes in a timely manner (generally within 45 minutes of notification of death).

- viii. Provide all building maintenance necessary for the William L. Jenkins Forensic Center (“WLJFC”).
- ix. Provide information technology support to WLJFC.
- x. Provide initial and continuing forensic training to county death investigators and deputy county medical examiners at the forensic center.
- xi. Provide monthly reports to County Mayor’s Office documenting use of service, quality of death investigation, and areas of improvement when necessary to meet standards of death investigations in accordance with Tennessee statutes, rules, guidelines, policy, and procedures in order to establish transparency and prevent malfeasance.

2. County shall:

- i. Appoint an ETSU forensic pathologist as county medical examiner if agreed to by county mayor and confirmed by the county legislative body, and recommend from a convention of physicians located in County in accordance with the provisions of Tenn. Code Ann. § 38-7-104.
- ii. Provide county death investigators and ensure that county death investigators meet the qualifications as set out in Tenn. Code Ann. § 38-7-104 and WLJFC standard operating procedures.
- iii. Notify ETSU, verbally and in writing, of anticipated changes in current on-scene death investigator personnel.
- iv. Notify county death investigators and deputy county medical examiners that all cases reported to the medical examiner’s office shall be discussed with ETSU staff while County officials are present at the death scene, or as soon as practical when communication is limited by geography. Final authorization for case disposition shall be made by ETSU.
- v. Maintain the capacity to conduct death investigations 365 days a year, 7 days a week, 24 hours a day in accordance with the requirements of Tenn. Code Ann. § 38-7-101 – 38-7-119 and WLJFC standard operating procedures.
- vi. Conduct death investigations in accordance with Tennessee statutes, rules, guidelines, policy and procedures.
- vii. Provide/maintain body transportation services that have capacity to respond to death scenes in a timely manner and are able to transport the body directly from the scene to the forensic center.

- viii. Replenish disposable items for the field medical death investigators such as evidence bags, body bags, identification tags with chain of custody documentation, and personal protective equipment.
- ix. Ensure that the on-scene medical death investigators have access to computer and digital camera.
- x. Ensure that the on-scene medical death investigators have the capacity to call the forensic center while at the scene and/or establish alternative communication if remote region prohibits cell or land line use (i.e. dispatch).
- xi. Ensure that the on-scene medical death investigators respond to scenes in a timely manner (generally within 30 minutes of notification of death).
- xii. Require death investigators and deputy county medical examiners to participate in orientations and training events presented by ETSU.

II. CONTRACT TERM AND TERMINATION:

1. This Agreement is for a period of 12 Months commencing on July 1, 2020 and expiring on June 30, 2021. Parties shall commence performance of execution of this Agreement on or before July 1, 2020.
2. This Agreement may be immediately terminated by an party upon the occurrence of the following events:
 - i. A court of competent jurisdiction determines that the Agreement violates any law of regulation; or
 - ii. The loss or suspension of any license, accreditation or authorization that is required in order for a party to perform its obligations under this agreement.
3. Notwithstanding any other provision in this agreement, this Agreement may be terminated by a party without cause upon 180 days written notice.
4. ETSU may immediately terminate the Agreement if County fails to perform its obligations under this agreement in a timely or proper manner. Notwithstanding the foregoing provision, County shall not be relived of liability to ETSU for damages sustained by virtue of any breach of this agreement.

III. PAYMENT TERMS AND CONDITIONS:

1. Maximum Liability. The payment rates in Section III. 2 shall constitute the entire compensation due ETSU per month. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by ETSU.

The maximum liability represents available funds for payment to ETSU and does not guarantee payment of any such funds to ETSU under this Agreement unless ETSU performs said work outlined in Section I.1. of this Agreement. Upon performance in accordance with Section I.1., ETSU shall be paid in accordance with the payment rates detailed in section III.2.

2. Payment Methodology. ETSU shall be compensated based on the payment rates herein for services provided.
 - i. ETSU's compensation shall be contingent upon the satisfactory completion of service defined in section I.1.
 - ii. ETSU shall be compensated for service based upon the following payment rates:

Carter County

Service Description	Amount (per compensable increment)
Medical Examiner 12 Months	\$9,777.16 per Month
Building Debt Payment 12 Months	\$344.68 per Month
Contract Period Total (12 Months)	\$10,121.84 per Month

IV. GENERAL PROVISIONS:

1. Modification and Amendment. This Agreement may be modified only by a written amendment executed and approved by all parties hereto in accordance with applicable Tennessee laws and regulations.
2. Prohibition of Joint Venture. The parties shall not engage in a joint venture with each other as a result of this agreement. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create an employer/employee relationship or to allow either to exercise control or direction of the manner of method by which the other transacts its business affairs or provides its usual services.
3. Legal Compliance. The parties hereto agree to act in compliance in all material respects with all applicable federal, state and local laws, including applicable regulations,

administrative orders, which shall specifically include: 42 U.S.C. § 1395nn (the “Stark Law”), 31 U.S.C. § 3729 (the “False Claims Act”), or any similar provision relating to kickbacks, illegal referrals, illegal billings, privacy, and applicable regulations relating to health care, the health care industry, the provision of health care services, third-party reimbursements and public health and safety.

4. Liability. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgements resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Tennessee Claims Commission and liability shall be limited in accordance with the provisions of Tennessee law.
5. Cooperation. Each party agrees to cooperate with an assist each other Party with any complaints or investigations arising out of or in connection with the services provided under this Agreement. Nothing in this Agreement shall be construed to prevent any employee or part from testifying at an administrative hearing, deposition or in court in response to lawful subpoena.
6. Nondiscrimination: Parties shall comply with federal and state laws which prohibit discrimination against individuals because of race, creed, color, sex, religion, age, national origin, disability or veteran status.
7. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by registered or certified mail, an if given by mail, shall be deemed sufficiently given when deposited in the United States Mail, proper postage prepaid, registered or certified, return receipt requested, and addressed as follows:

Carter County:
Carter County Mayor’s Office
801 East Elk Avenue, Suite 201
Elizabethton, TN 37643

ETSU:
East Tennessee State University
Quillen College of Medicine
Finance and Administration
PO Box 70420
Johnson City, TN 37614-0569
ATTN: Rusty Lewis, Executive Associate Dean/Finance and Administration

8. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee.

In consideration of the terms and conditions above, the undersigned execute this Agreement for the purpose of binding the Parties to the Provisions of the Agreement.

East Tennessee State University:

Carter County, Tennessee:

By: _____ Date: _____
Dr. Wilsie S. Bishop
Senior Vice President of Academics

By: _____ Date: _____
Carter County Mayor



RECEIVED
05-11-2020 @ 8:00AM
[Signature]

BUDGET COMMITTEE
April 20, 2020
6:00 P.M.

PRESENT: Willie Campbell, Patty Woodby, Mark Tester, Isaiah Grindstaff, Ross Garland, Travis Hill, Aaron Frazier and Kelly Collins
ABSENT: None
CALL TO ORDER: Ross Garland, Chairman
ROLL CALL: Quorum Present

Chairman Garland asked that the fact an electronic meeting was necessary to protect the public health, safety and welfare in light of the Covid 19 pandemic be documented and entered into the minutes.

Approval of Agenda: Chairman Garland added two items from the Sheriff's Department under New Business and omitted item #4, Public Comments and #8, Donation Listing from the agenda. Motion was made by Travis Hill, seconded by Aaron Frazier to approve the agenda with the amendments. By voice roll motion carried.

Approval of Minutes: Motion was made by Willie Campbell, seconded by Mark Tester to approve the minutes of the March 9, 2020, meeting noting the misspelling of Austin Jaynes' name on page 3. By voice roll call vote motion carried

Old Business: Financial Director Brad Burke stated the possible opportunity of debt refunding for the jail no longer existed due to the bottom dropping out of the bond market. He stated he was hoping for better things ahead and would keep the committee informed.

New Business: The committee was given a breakdown of the Appropriation of Unassigned Fund Balance for the Fiscal Year ending June 30, 2020, as of April 20, 2020, with a balance of \$676,660.49 by Financial Director, Brad Burke. A copy attached to minutes.

Captain Smith with the Sheriff's Department presented amendment #1 to the Health Services Agreement, dated July 9, 2019, between Carter County and Southern Health Partners, Inc. stating it was self-explanatory and asked the committee for approval. Agreement attached to minutes. Motion was made by Willie Campbell, seconded by Aaron Frazier to approve the amendment to the agreement. By a roll call vote of all ayes, motion carried.

Captain Smith then submitted an amendment to the contract with the State of Tennessee Department of Corrections. He stated this amendment was a reflection of the amount of dollars that are appropriated by the State legislature to keep the County's medical services through the State in force. As there was no meeting the previous month and the material was time sensitive, he had the Mayor sign it on April 3, 2020, and sent it on to the State as to not lose the County's State status. As the dollar amount was significant and had the approval of the County Attorney, he requested the committee's blessing/approval. Motion was made by Aaron Frazier, seconded by Travis Hill to approve the amendment. By a roll call vote of all ayes, motion carried.

Budget Amendments: Motion was made by Patty Woodby, seconded by Willie Campbell to approve General Fund #101, Budget Amendment #9, Items #1 thru #29 in the amount of \$378,498.81. By a roll call vote of ayes, motion carried.

Motion was made by Kelly Collins, seconded by Isaiah Grindstaff to approve Solid Waste/Sanitation Fund #116, Budget Amendment #8, Items #1 thru #4 in the amount of \$185,850.28. By a roll call vote of 7 ayes and 1 nay by Travis Hill, motion carried.

Motion was made by Aaron Frazier, seconded by Travis Hill to approve Sports and Recreation Fund #123, Budget Amendment #5, Item #1 in the amount of \$25,000. By a roll call vote of all ayes, motion carried.

Motion was made by Aaron Frazier, seconded by Willie Campbell to approve Highway/Public Works Fund #131, Budget Amendment #9, Items #1 thru #4 in the amount of \$828,118.83. By a roll call vote of all ayes, motion carried.

Motion was made by Aaron Frazier, seconded by Isaiah Grindstaff to approve General Purpose School Fund #141, Budget Amendment #9, Items #1 thru #21 in the amount of \$471,621.87. By a roll call vote of 6 ayes and 2 nays by Travis Hill and Aaron Frazier, motion carried.

Motion was made by Travis Hill, seconded by Patty Woodby to approve School Federal Projects Fund #142, Budget Amendment #5, Items #1 thru #4 in the amount of \$118,663.13. By a roll call vote of all ayes, motion carried.

Motion was made by Travis Hill, seconded by Mark Tester to approve Central Cafeteria Fund #143, Budget Amendment #6, Items #1 thru #4 in the amount of \$136,526.75. By a roll call vote of all ayes, motion carried.

Motion was made by Willie Campbell, seconded by Aaron Frazier to approve Head Start Fund #145. Budget Amendment #3, Item #1 in amount of \$95,603.85. By a roll call vote of all ayes, motion carried.

Chairman Garland stated due to previously cancelled meetings, the meeting schedule would need to be revised. He said he would see that all commissioners received an updated copy.

The Mayor stated the Covid 19 quarantine would remain in affect for seven (7) more days. Several commissioners commended the office holders/staff and the people staying quarantined at home as well as those on the front line for in all their efforts to keep the public safe.

On motion by Aaron Frazier, seconded by Willie Campbell, the meeting adjourned.

Respectfully submitted,

Suzi Wallace

Approved for entry:

Ross Garland, Chairman

AMENDMENT #1
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #1, to Health Services Agreement dated July 9, 2019, between Carter County, Tennessee (hereinafter referred to as "County", and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), is entered into as of this _____ day of _____, 2020.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated July 9, 2019, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

Section 6.1 is hereby replaced in its entirety by the following:

6.1 Term. This Agreement shall commence on July 1, 2019. The term of this Agreement shall end on June 30, 2021, and this Agreement can thereafter be renewed for additional one-year terms, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement.

Section 7.1 is hereby replaced in its entirety by the following:

7.1 Base Compensation. Effective July 1, 2020, County will compensate SHP based on the twelve-month annualized price of \$587,493.12 during the term of this Agreement, payable in monthly installments. Monthly installments based on the twelve-month annualized price of \$587,493.12 will be in the amount of \$48,957.76 each. SHP will bill the County approximately thirty days prior to the month in which services are to be rendered. The County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

Section 7.2 is hereby replaced in its entirety by the following:

7.2 Increases in Inmate Population. County and SHP agree that, effective July 1, 2020, the annual base price is calculated based upon an average daily inmate population of up to 360. If the average daily inmate population exceeds 360 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.69 for each inmate over 360. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 360, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 365 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services.

However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

CARTER COUNTY, TN

BY:

Date: _____

ATTEST:

Date: _____

SOUTHERN HEALTH PARTNERS, INC.

BY:

Jennifer Hairsine, President and Chief Executive Officer

Date: _____



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32904-20247-	Edison ID 55332	Contract #	Amendment # 1		
Contractor Legal Entity Name Carter County			Edison Vendor ID 18		
Amendment Purpose & Effect(s) Extend the current contract term for the two additional years permitted.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 6/30/2022			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2018	1,304,000.00				1,304,000.00
2019	1,369,000.00				1,369,000.00
2020	1,437,000.00				1,437,000.00
2021	1,370,000.00				1,370,000.00
2022	1,439,000.00				1,439,000.00
TOTAL:	6,919,000.00				6,919,000.00
<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>				CPO USE	
Speed Chart (optional)		Account Code (optional)			

BUDGET COMMITTEE
May 11, 2020
6:00 P.M.

PRESENT: Willie Campbell, Patty Woodby, Mark Tester, Isaiah Grindstaff, Ross Garland, Travis Hill, Aaron Frazier and Kelly Collins
ABSENT: None
CALL TO ORDER: Ross Garland, Chairman
ROLL CALL: Quorum Present

Disclaimer: Chairman Garland asked to be entered into the minutes the electronic meeting was necessary to protect the health, safety and welfare of the public due to the Covid 19 pandemic.

Approval of Agenda: Financial Director, Brad Burke, asked to amend the agenda to include Amendment #10B in the General Fund 101. Motion was made by Aaron Grindstaff, seconded by Isaiah Grindstaff to approve the agenda with the amendment. By voice roll call vote, motion carried.

Approval of Minutes: Motion was made by Kelly Collins, seconded by Travis Hill to approve the minutes of the April 20, 2020, Budget Committee meeting. By voice roll call vote, motion carried.

Public Comments: None

Old Business: Regarding the possible debt refunding, Financial Director, Brad Burke, stated he had heard from Raymond James representatives and was told at that time the County could save around a million dollars. He stated RFP's had been sent to four (4) financial services companies and the results would be presented to the Budget Committee next month.

New Business: A list of Surplus Items at the Sheriff's Department was submitted to the committee which included computers, scanners, radios, etc. Brad Burke stated these items had to be declared "surplus" by the committee to be disposed of and approved by the full Commission. Motion was made by Aaron Frazier, seconded by Willie Campbell to declare the items listed as surplus. By voice roll call vote, motion carried.

Brad Burke presented the 2020 Annual Inflation Adjustment of the Financial Assurance for the City of Elizabethton and Carter County Sanitary Landfill as required annually by the Regulations of the Division of Solid Waste Management. As the "Contracts of Obligation in Lieu of Performance Bonds" must be adjusted annually for inflation, Brad Burke stated the inflation adjustment for the County this year was an amount \$1,638,085.99, a decrease of \$131,947.99 from the previous year. Motion was made by Kelly Collins, seconded by Aaron Frazier to approve the contract. By a roll call vote of all ayes, motion carried.

Budget Amendments: Motion was made by Kelly Collins, seconded by Patty Woodby to approve General Fund #101, Budget Amendment #10, Items #1 thru #17 in the amount of \$113,666.25. By a roll call vote of all ayes, motion carried.

Motion was made by Travis Hill, seconded by Aaron Frazier to approve General Fund #101, Budget Amendment #10A, Items #1 thru #2 in the amount of \$3,650.56. By a roll call vote of all ayes, motion carried.

Motion was made by Willie Campbell, seconded by Kelly Collins to approve General Fund #101, Budget Amendment #10B, Item #1 in the amount of \$1,503.44. By a roll call vote of all ayes, motion carried.

Motion was made by Patty Woodby, seconded by Isaiah Grindstaff to approve Solid Waste/Sanitation Fund #116, Budget Amendment #9, Items #1 thru #2 in the amount of \$10,000. By a roll call vote of all ayes, motion carried

Motion was made by Travis Hill, seconded by Aaron Frazier to approve Sports and Recreation Fund #123, Budget Amendment #6, Item #1 in the amount of \$25,000. By a roll call vote of all ayes, motion carried.

Motion was made by Aaron Frazier seconded by Isaiah Grindstaff to approve Highway/Public Works Fund #131, Budget Amendment #10, Item #1 in the amount of \$3,000. By a roll call vote of all ayes, motion carried.

Motion was made by Patty Woodby, seconded by Aaron Frazier to approve General Purpose School Fund #141, Budget Amendment #10, Items #1 thru #4 in the amount of \$63,813.30. By a roll call vote of all ayes, motion carried.

Motion was made by Travis Hill, seconded by Aaron Frazier to approve General Purpose School Fund #141, Budget Amendment #11, Items #1 thru #3 in the amount of \$86,277.21. By a roll call vote of all ayes, motion carried.

Donations: Motion was made by Aaron Frazier, seconded by Isaiah Grindstaff to accept the donations to the Animal Shelter for the months of March and April 2020, in the amount of \$2,363. By a roll call vote of all ayes, motion carried.

The requests from the Building & Grounds Committee passed over in the agenda until Chairman Austin Jaynes was present were now addressed. The first request was to set aside from the Courthouse and Jail reserve funds an amount of \$32,050 to replace the boiler in the current Courthouse. He stated they were working with an architect to try to help with costs and a more energy efficient replacement system. Motion was made by Aaron Frazier, seconded by Isaiah Grindstaff to approve their request. By a roll call vote of all ayes, motion carried.

Next, he requested that \$25,000 be set aside in Capital Projects for the EMS substation project on the Sluder property in Elk Mills. He stated the Buildings & Grounds Committee were of the impression this had already been done but could not find it in any minutes. Motion was made by Isaiah Grindstaff, seconded by Patty Woodby to approve their request. By a roll call vote of all ayes, motion carried.

Due to the Covid 19 pandemic, Commissioner Jaynes requested that funds be appropriated in an amount not to exceed \$5,000 for the purchasing of disinfectant, chemicals and paper products in the Custodial Supplies line item in order to properly maintain the courthouse facilities. Motion was made by Travis Hill, seconded by Isaiah Grindstaff to approve the request. By a roll call vote of all ayes, motion carried.

Mayor Barnett informed the committee that the Forensic Contract had increased in an amount of approximately \$2,300, the total contract price being \$121,462.08. As Attorney Hardin stated this was most likely not negotiable, motion was made by Kelly Collins, seconded by Patty Woodby to accept the amended contract. By a roll call vote of all ayes, motion carried.

Regarding the Governor's one-time distribution of monies to the counties, an amount of \$936,000, Chief Parrish addressed the committee stating that money could well be used to update the communication systems of all county agencies using radio contact. He stated the present system was antiquated and needed to be integrated for proper contact between agencies should an emergency occur.

After a discussion of several of the upcoming budget workshop items, motion was as made by Aaron Frazier, seconded by Travis Hill to adjourn. By voice roll call the meeting was adjourned.

Respectfully submitted:
Suzi Wallace

Approved for entry:

Ross Garland, Chairman

Carter County, Tennessee
General Fund #101
Fiscal Year Ending June 30, 2020
Budget Amendment #9
April 20, 2020

Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
					Debit	Credit	
1	53300	201		Social Security	0.00	230.00	Decrease
	53300	208		Dental Insurance	230.00	0.00	Increase
	53300	320		Dues and Memberships	250.00	0.00	Increase
	53300	355		Travel	0.00	2,000.00	Decrease
	53300	524		In-Service/Staff Development	750.00	0.00	Increase
	53300	719		Office Equipment	1,000.00	0.00	Increase
<i>To reallocate within General Sessions judge category.</i>							
2	55120	105		Supervisor/Director	238.20	0.00	Increase
	55120	201		Social Security	14.77	0.00	Increase
	55120	204		Pensions	35.59	0.00	Increase
	55120	212		Employer Medicare	3.45	0.00	Increase
	39000			Unassigned Fund Balance	0.00	292.01	Decrease
<i>To appropriate unassigned fund balance for difference between required salary for Animal Shelter Director and amount per original budget.</i>							
3	55900	310	044	Contracts With Other Public Agencies (ETSU Pathology)	119,080.54	0.00	Increase
	55900	316	044	Contributions	0.00	119,080.54	Decrease
<i>To move budget for contract with ETSU for pathology services to appropriate account.</i>							
4	51600	207		Medical Insurance	10,938.48	0.00	Increase
	51600	435		Office Supplies	0.00	2,100.00	Decrease
	51600	499		Other Supplies and Materials	0.00	3,800.00	Decrease
	39000			Unassigned Fund Balance	0.00	5,038.48	Decrease
<i>To appropriate unassigned fund balance for an additional participant in the medical insurance benefit program and incorrect contributions to HSAs - Register of Deeds Office.</i>							
5	44570		811	Donations (Safety Grant-TN Risk Management Trust)	0.00	4,482.00	Increase
	54490	790	811	Other Equipment	4,482.00	0.00	Increase
<i>Recognize and appropriate Safety Grant.</i>							
6	51810	299		Other Fringe Benefits (HSA Contributions)	6,222.96	0.00	Increase
	51810	502		Building and Contents Insurance	0.00	138.00	Decrease
	51810	506		Liability Insurance	0.00	4,725.00	Decrease
	51810	599		Other Charges	0.00	459.96	Decrease
	51810	708		Communication Equipment	0.00	400.00	Decrease
	51810	709		Data Processing Equipment	0.00	500.00	Decrease
<i>To reallocate within Workforce Development category for incorrect HSA contributions</i>							

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05-12-2020 @ 11:30am

7	52100	207		Medical Insurance	4,179.49	0.00	Increase
	52100	299		Other Fringe Benefits (HSA Contributions)	259.23	0.00	Increase
	52100	301		Accounting Services	0.00	642.00	Decrease
	52100	320		Dues and Memberships	0.00	200.00	Decrease
	52100	334	181	Maintenance Agreements (copier maintenance)	725.00	0.00	Increase
	52100	348		Postage	850.00	0.00	Increase
	52100	355		Travel	0.00	800.00	Decrease
	52100	513		Workers' Compensation Insurance	0.00	19.06	Decrease
	52100	524		In-Service/Staff Development	0.00	200.00	Increase
	52100	599		Other Charges	0.00	300.00	Decrease
	39000			Unassigned Fund Balance	0.00	3,852.66	Decrease
<i>To appropriate unassigned fund balance for under-estimation of medical insurance premiums and to reallocate funds within the Finance Department budget.</i>							
8	54110	207	034	Medical Insurance (Retirees)	5,326.35	0.00	Increase
	39000			Unassigned Fund Balance	0.00	5,326.35	Decrease
<i>To appropriate unassigned fund balance for retiree medical insurance premiums for employees retiring during 2019-20, as a result of lowering the eligibility age for county provided insurance.</i>							
9	54110	299		Other Fringe Benefits (HSA Contributions)	2,633.35	0.00	Increase
	39000			Unassigned Fund Balance	0.00	2,633.35	Decrease
<i>To appropriate unassigned fund balance for HSA contributions for new employees of the Sheriff's Department.</i>							
10	54210	299		Other Fringe Benefits (HSA Contributions)	5,000.00	0.00	Increase
	54210	207		Medical Insurance	0.00	5,000.00	Decrease
<i>To reallocate within Jail budget.</i>							
11	54110	207		Medical Insurance	40,000.00	0.00	Increase
	39000			Unassigned Fund Balance	0.00	40,000.00	Decrease
<i>To appropriate unassigned fund balance for additional medical insurance premiums for increased participation (60 employees in April 2019 vs 75 employees in April 2020) in the Sheriff's Department.</i>							
12	49700			Insurance Recovery	0.00	2,968.57	Increase
	54110	338		Maintenance and Repair Services - Vehicles	2,968.57	0.00	Increase
<i>To appropriate insurance proceeds to repair damage to vehicle #7 and for recovery of the deductible for vehicle #129.</i>							

13	54210	340	001	Medical and Dental Services (outside providers)	0.00	2,000.00	Decrease
	54210	413		Drugs and Medical Supplies	2,000.00	0.00	Increase
<i>To reallocate funds within the Jail budget.</i>							
14	34625		036	Committed for Jail Commissary	0.00	5,418.00	Decrease
	54110	334		Maintenance Agreements	5,418.00	0.00	Increase
<i>To appropriate Commissary Reserve for the balance of maintenance agreements for the Sheriff's Department.</i>							
15	47250			Law Enforcement Grants	0.00	680.00	Increase
	54110	716		Law Enforcement Equipment	680.00	0.00	Increase
<i>To recognize and appropriate a bullet-proof vest grant.</i>							
16	44560		041	Damages Recovered From Individuals	0.00	330.00	Increase
	44145		041	Sale of Recycled Materials (sold used oil)	0.00	72.00	Increase
	54210	335		Maintenance and Repair Services - Buildings	330.00	0.00	Increase
	54210	422		Food Supplies	72.00	0.00	Increase
<i>To recognize and appropriate funds received from inmates/former inmates for damages to the jail and to recognize and appropriate other funds received by the Sheriff's Department.</i>							
17	45590			Fees in Lieu of Salary - Sheriff	0.00	42.00	Increase
	54210	399		Other Contracted Services	42.00	0.00	Increase
<i>To recognize and appropriate refund of warrant service fee.</i>							
18	54110	435		Office Supplies	200.00	0.00	Decrease
	54110	719		Office Equipment	0.00	200.00	Increase
<i>To reappropriate within Sheriff's Department budget.</i>							
19	34625		038	Committed for Excess Board Bills	0.00	121,302.60	Decrease
	54110	471		Software	103,302.60	0.00	Increase
	54210	716		Law Enforcement Equipment	18,000.00	0.00	Increase
<i>To recognize and appropriate board bill reserves for Sheriff's Department Zuercher Suite contract (30% payment), and to upgrade Jail door control system and security cameras for staff and inmate safety and security.</i>							
20	53100	332		Legal Notices, Recording, and Court Costs	100.00	0.00	Increase
	53100	435		Office Supplies	0.00	100.00	Decrease
<i>To reallocate within Circuit Court Clerk category</i>							
21	44530		032	Sale of Equipment	0.00	1,463.00	Increase
	54210	334		Maintenance Agreements	1,463.00	0.00	Increase
<i>To recognize and appropriate proceeds from sale of equipment for funding of Sonic Wall for the Jail computer network system.</i>							
22	52500	169		Part-time Personnel	2,634.57	0.00	Increase
	52500	201		Social Security	163.34	0.00	Increase
	52500	212		Employer Medicare	38.20	0.00	Increase
	52500	207		Medical Insurance	0.00	2,836.11	Decrease
	52500	351		Rentals	234.24	0.00	Increase
	52500	719		Office Equipment	0.00	234.24	Decrease
<i>To reallocate within County Clerk budget.</i>							

23	55120	105		Supervisor/Director	238.20	0.00	Increase
	55120	187		Overtime Pay	250.00	0.00	Increase
	55120	204		Pensions	4,000.00	0.00	Increase
	55120	349		Printing, Stationery, and Forms	420.00	0.00	Increase
	55120	351		Rentals	350.00	0.00	Increase
	55120	413		Drugs and Medical Supplies	1,500.00	0.00	Increase
	55120	434		Natural Gas	0.00	6,758.20	Decrease
				<i>To bring budgeted salary to correct amount and reallocate within Animal Shelter category.</i>			
24	54490	399		Other Contracted Services	0.00	250.00	Decrease
	54490	435		Office Supplies	100.00	0.00	Increase
	54490	719		Data Processing Equipment	150.00	0.00	Increase
				<i>To reallocate within EMA budget.</i>			
25	54610	307		Communication	624.68	0.00	Increase
	39000			Unassigned Fund Balance	0.00	624.68	Decrease
				<i>To appropriate unassigned fund balance for Coroner's monthly phone bills.</i>			
26	57100	189		Other Salaries and Wages	2,000.00	0.00	Increase
	57100	299		Other Fringe Benefits	5,000.00	0.00	Increase
	39000			Unassigned Fund Balance	0.00	7,000.00	Decrease
				<i>To appropriate unassigned fund balance for county portion of Agriculture Extension Office salaries and benefits.</i>			
27	55590	341		Pauper Burials	2,800.00	0.00	Increase
	39000			Unassigned Fund Balance	0.00	2,800.00	Decrease
				<i>To appropriate unassigned fund balance for additional pauper burials.</i>			
28	56700	799	118	Other Capital Outlay	20,000.00	0.00	Increase
	55110	799	118	Other Capital Outlay	0.00	20,000.00	Decrease
				<i>To reclassify expenditure account used for a Health Department grant (Built Environment Grant) received in prior year for Gap Creek Park.</i>			
29	51800	335		Maintenance and Repair - Buildings	1,200.00	0.00	Increase
	39000			Unassigned Fund Balance	0.00	1,200.00	Decrease
				<i>To appropriate unassigned fund balance for additional costs for treating Fraiser Fir tree at the Folsom House.</i>			
				Total	378,498.81	378,498.81	
				From Fund Balance		195,488.13	
				From Unassigned Fund Balance		68,767.53	

Carter County, Tennessee
Solid Waste/Sanitation Fund #116
Fiscal Year Ending June 30, 2020
Budget Amendment #8
April 20, 2020

Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
					Debit	Credit	
1	44120			Lease/Rentals	0.00	23,000.00	Increase
	44145			Sale of Recycled Materials	23,000.00	0.00	Decrease
	55754	147		Truck Drivers	0.00	8,000.00	Decrease
	55754	164		Attendants	27,500.00	0.00	Increase
	55754	169		Part-time Personnel	12,500.00	0.00	Increase
	55754	204		Pensions	4,500.00	0.00	Increase
	55754	207		Medical Insurance	0.00	14,500.00	Decrease
	55754	212		Employer Medicare	600.00	0.00	Increase
	55754	299		Other Fringe Benefits (HSA Contributions)	2,400.00	0.00	Increase
	55754	307		Communication	1,400.00	0.00	Increase
	55754	336		Maintenance and Repair Services - Equipment	0.00	4,500.00	Decrease
	55754	338		Maintenance and Repair Services - Vehicles	2,400.00	0.00	Increase
	55754	355		Travel	0.00	2,200.00	Decrease
	55754	412		Diesel Fuel	16,500.00	0.00	Increase
	55754	418		Equipment and Machinery Parts	9,950.00	0.00	Increase
	55754	453		Vehicle Parts	910.00	0.00	Increase
	55754	506		Liability Insurance	1.82	0.00	Increase
	55754	599		Other Charges	150.00	0.00	Increase
	55754	718		Motor Vehicles	0.00	3,000.00	Decrease
	55754	733	000	Solid Waste Equipment	9,925.09	0.00	Increase
	55754	799	000	Other Capital Outlay	0.00	9,925.09	Decrease
	39000			Unassigned Fund Balance	0.00	46,611.82	Decrease
<i>To adjust estimated revenue, appropriate Solid Waste Fund unassigned fund balance, and reallocate funds within Landfill category.</i>							
2	55754	359		Disposal Fees	71,313.37	0.00	Increase
	39000			Unassigned Fund Balance	0.00	71,313.37	Decrease
<i>To appropriate Solid Waste Fund unassigned fund balance for additional disposal fees.</i>							
3	55751	164		Attendants	1,250.00	0.00	Increase
	55751	204		Pensions	450.00	0.00	Increase
	55751	207		Medical Insurance	0.00	350.00	Decrease
	55751	418		Equipment and Machinery Parts	300.00	0.00	Increase
	55751	454		Water and Sewer	0.00	1,650.00	Decrease
<i>To reallocate funds within Recycling Center category.</i>							
4	58900	510		Trustee Commissions	800.00	0.00	Increase
	55751	454		Water and Sewer	0.00	800.00	Decrease
<i>To reallocate funds from Recycling Center for trustee commissions.</i>							
Total					185,850.28	185,850.28	
From Solid Waste Unassigned Fund Balance						117,925.19	

Carter County

Sports and Recreation Fund #123

Fiscal Year Ending June 30, 2020

Budget Amendment #5

April 20, 2020

Item #	Category	Line Item	Description	\$ Amount		Increase/Decrease
				Debit	Credit	
1	48130		Contributions	0.00	25,000.00	Increase
	56700	799	Other Capital Outlay	25,000.00	0.00	Increase
<i>To appropriate Dog Park Grant Grant for Gap Creek Park</i>						
			Total	25,000.00	25,000.00	
			From Sports and Rec. Unassigned Fund Balance		0.00	

Carter County, Tennessee
Highway/Public Works Fund #131
Fiscal Year Ending June 30, 2020
Budget Amendment #9
April 20, 2020

Item #	Category	Line Item	Description	\$ Amount		Increase/ Decrease
				Debit	Credit	
1	62000	404	Asphalt - Hot Mix	0.00	3,000.00	Decrease
	63100	433	Lubricants	3,000.00	0.00	Increase
<i>To reallocate between categories.</i>						
2	44530		Sale of Equipment	0.00	17,666.00	Increase
	68000	714	Highway Equipment	17,666.00	0.00	Increase
<i>To appropriate proceeds from sale of equipment.</i>						
3	62000	436	Other Road Materials	0.00	10,000.00	Decrease
	62000	438	Pipe	10,000.00	0.00	Increase
	68000	714	Highway Equipment	20,022.50	0.00	Increase
	68000	718	Motor Vehicles	0.00	20,022.50	Decrease
<i>To reallocate within categories.</i>						
4	46410		Bridge Program	0.00	777,430.33	Increase
	68000	705	Bridge Construction	777,430.33	0.00	Increase
<i>To appropriate state grant funds for Dennis Cove Road Bridge.</i>						
Total				828,118.83	828,118.83	
From Highway Fund Unassigned Fund Balance					0.00	

Carter County, Tennessee
General Purpose School Fund #141
Fiscal Year Ending June 30, 2020
Budget Amendment #9
April 20, 2020

Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
1	72610	790	888	Other Equipment	25,916.71	0.00	Increase
	39000			Unassigned Fund Balance	0.00	25,916.71	Decrease
<i>To appropriate unassigned fund balance for emergency purchase of backpack sprayers and chemicals for each school. Sprayers will be used to protect against Coronavirus.</i>							
2	73300	162	594	Clerical Personnel	0.00	28,868.26	Decrease
	73300	204	594	Pensions	0.00	131.74	Decrease
	46594		594	Family Resource Center	29,000.00	0.00	Decrease
<i>To reverse original budget entry, an amendment was made for the actual grant amount.</i>							
3	73300	105	594	Supervisor/Director	0.00	29,611.65	Increase
	73300	162	594	Clerical Personnel	29,734.15	0.00	Increase
	73300	348	594	Postal Charges	0.00	122.50	Decrease
<i>To adjust salary to correct amount and move budget to correct account for FRC category.</i>							
4	48610		958	Donations {Scholarships}	0.00	10,000.00	Increase
	72320	599	958	Other Charges	10,000.00	0.00	Increase
<i>Recognize and appropriate scholarship funds.</i>							
5	72250	307		Communication	0.00	0.00	Decrease
	72250	399		Other Contracted Services	0.00	0.00	Increase
	72250	722		Regular Instruction Equipment	0.00	0.00	Decrease
<i>Reallocate funds within Technology category for costs associated with installation of pipe for running fiber to vocational buildings.</i>							
6	72250	307		Communication	0.00	353.16	Decrease
	72250	333		Licenses	0.00	967.41	Decrease
	72250	336		Maintenance and Repair - Equipment	0.00	2,098.85	Decrease
	72250	350		Internet Connectivity	0.00	0.90	Decrease
	72250	355		Travel	0.00	117.58	Decrease
	72250	411		Data Processing Supplies	0.00	89.95	Decrease
	72250	435		Office Supplies	0.00	105.02	Decrease
	72250	451		Uniforms	0.00	0.30	Decrease
	72250	471		Software	0.00	31.36	Decrease
	72250	499		Other Supplies and Materials	0.00	5.47	Decrease
	72250	709		Data Processing Equipment	4,270.00	0.00	Increase
	72250	719		Office Equipment	0.00	500.00	Decrease
<i>Reallocate within Technology category for equipment</i>							

7	72410	188		Bonus Payments	41,000.00	0.00	Increase		
	72410	201		Social Security	2,542.00	0.00	Increase		
	72410	204		Pensions	4,407.50	0.00	Increase		
	72410	212		Employer Medicare	594.50	0.00	Increase		
	39000			Unassigned Fund Balance	0.00	48,544.00	Decrease		
				<i>To appropriate unassigned fund balance for year-end principal evaluation bonuses.</i>					
8	44570			Contributions and Gifts	0.00	4,674.00	Increase		
	72620	499		Other Supplies and Materials	4,674.00	0.00	Decrease		
				<i>Recognize and appropriate Safety Grant received from TN Risk Management Trust for purchasing safety equipment for the maintenance department.</i>					
9	76100	707	900	Building Improvements	0.00	27,700.00	Increase		
	76100	799	900	Other Capital Outlay	27,700.00	0.00	Decrease		
				<i>To reallocate funds for paving Hampton High parking lot.</i>					
10	46591			Coordinated School Health	100,000.00	0.00	Decrease		
	72120	105		Supervisor/Director	0.00	48,205.03	Decrease		
	72120	161		Secretary	0.00	24,720.00	Decrease		
	72120	201		Social Security	0.00	2,988.71	Decrease		
	72120	204		Pensions	0.00	7,201.83	Decrease		
	72120	207		Medical Insurance	0.00	16,185.46	Decrease		
	72120	212		Employer Medicare	0.00	698.97	Decrease		
				<i>To adjust for double-posting of Coordinated School Health Grant</i>					
11	72120	413		Drugs and Medical Supplies	0.00	2,832.00	Decrease		
	72120	709		Data Processing Equipment	2,832.00	0.00	Increase		
				<i>To reallocate within Coordinated School Health category for purchase of six computers.</i>					
12	46981		541	Safe Schools	50,000.00	0.00	Decrease		
	72130	160	541	Guards	0.00	25,000.00	Decrease		
	72130	160	000	Guards	25,000.00	0.00	Increase		
	72130	309	541	Contracts With Government Agencies	0.00	50,000.00	Decrease		
				<i>To adjust out original budget for Safe Schools</i>					
13	72220	435		Office Supplies	1,200.00	0.00	Increase		
	72220	499		Other Supplies and Materials	0.00	1,200.00	Decrease		
				<i>To reallocate within Special Education non-classroom category</i>					
14	71200	188		Bonus Payments	0.00	1,400.00	Decrease		
	72220	188		Bonus Payments	0.00	1,250.00	Decrease		
	72310	188		Bonus Payments	2,650.00	0.00	Increase		
				<i>To reallocate for bonuses paid to Head Start para-professionals</i>					

15	72310	302		Advertising	2,500.00	0.00	Increase
	72310	320		Dues and Memberships	45.00	0.00	Increase
	72310	502		Building and Contents Insurance	390.00	0.00	Increase
	72310	513		Workers Compensation Insurance	0.00	2,935.00	Decrease
<i>To reallocate within Board of Education category.</i>							
16	72320	140	04001	Salary Supplements	1,144.82	0.00	Increase
	72320	320		Dues and Memberships	150.00	0.00	Increase
	72320	207		Medical Insurance	975.00	0.00	Increase
	72320	355		Travel	0.00	1,200.00	Decrease
	72320	599		Other Charges	0.00	1,069.82	Decrease
<i>To reallocate within Director of Schools category.</i>							
17	72410	104		Principals	0.00	58,000.00	Decrease
	72410	139		Assistant Principals	54,000.00	0.00	Increase
	72410	161		Secretary(ies)	0.00	7,700.00	Decrease
	72410	162		Clerical Personnel	13,000.00	0.00	Increase
	72410	204		Pensions	20,000.00	0.00	Increase
	72410	207		Medical Insurance	0.00	19,200.00	Decrease
	72410	208		Dental Insurance	0.00	1,000.00	Decrease
	72410	210		Unemployment Compensation	0.00	800.00	Decrease
	72410	334		Maintenance Agreements	0.00	300.00	Decrease
<i>To reallocate within Office of Principal category.</i>							
18	71100	128		Homebound Teachers	3,000.00	0.00	Increase
	71100	429		Instructional Supplies and Materials	0.00	3,000.00	Decrease
<i>To reallocate within Regular Instruction category.</i>							
19	72710	425		Gasoline	0.00	1,200.00	Decrease
	72710	434		Natural Gas	1,200.00	0.00	Increase
<i>To reallocate within Transportation category.</i>							
20	71300	730	801	Vocational Instruction Equipment	0.00	3,500.00	Decrease
	72230	336	801	Maintenance and Repair - Equipment	3,500.00	0.00	Increase
<i>To reverse budget amendment 141-7A, item #9 - amendment was incorrectly recorded in the School Federal Projects Fund #142.</i>							
21	72320	599		Other Charges	996.19	0.00	Increase
	39000			Unassigned Fund Balance	0.00	996.19	Decrease
<i>To appropriate unassigned fund balance to pay a Head Start bill from December 2019. UETHDA did not fund this expenditure since Head Start had already spent their allotted funds for calendar year 2019.</i>							
Total					462,421.87	462,421.87	
From GPS Fund Balance						75,456.90	
From GPS Unassigned Fund Balance						75,456.90	

Carter County, Tennessee
School Federal Projects Fund #142
Fiscal Year Ending June 30, 2020
Budget Amendment #5
April 20, 2020

Item #	Category	Line Item	Project #	Description	\$ Amount		Increase/Decrease
					Debit	Credit	
1	71200	429	901	Instructional Supplies and Materials	0.00	20,000.00	Decrease
	71200	499	901	Other Supplies and Materials	0.00	7,000.00	Decrease
	71200	725	901	Special Education Equipment	0.00	10,000.00	Decrease
	72220	312	901	Contracts With Private Agencies	25,000.00	0.00	Increase
	72220	355	901	Travel	12,000.00	0.00	Increase
<i>To recognize amendments to Special Education (IDEA Part-B) per ePlan.</i>							
2	71100	116	101	Teachers	0.00	10,000.00	Decrease
	71100	163	101	Educational Assistants	0.00	12,000.00	Decrease
	71100	201	101	Social Security	0.00	6,000.00	Decrease
	71100	204	101	Pensions	0.00	15,000.00	Decrease
	71100	207	101	Medical Insurance	0.00	3,000.00	Decrease
	71100	210	101	Unemployment Compensation	2,000.00	0.00	Increase
	71100	212	101	Employer Medicare	0.00	2,500.00	Decrease
	71100	429	101	Instructional Supplies and Materials	0.00	2,000.00	Decrease
	71100	722	101	Regular Instruction Equipment	49,800.00	0.00	Increase
	72130	130	101	Social Workers	3,100.00	0.00	Increase
	72130	201	101	Social Security	0.00	100.00	Decrease
	72130	204	101	Pensions	0.00	220.00	Decrease
	72130	207	101	Medical Insurance	0.00	550.00	Decrease
	72130	208	101	Dental Insurance	0.00	100.00	Decrease
	72130	210	101	Unemployment Compensation	60.00	0.00	Increase
	72130	212	101	Employer Medicare	0.00	350.00	Decrease
	72130	307	101	Communication	0.00	1,000.00	Decrease
	72130	322	101	Evaluation and Testing	2,700.00	0.00	Increase
	72130	355	101	Travel	0.00	840.00	Decrease
	72210	524	101	In-Service/Staff Development	0.00	4,000.00	Decrease
<i>To recognize amendments to Title I-A program.</i>							
3	71300	730	801	Vocational Instruction Equipment	3,500.00	0.00	Increase
	72230	336	801	Maintenance and Repair - Equipment	0.00	3,500.00	Decrease
<i>To reverse budget amendment 141-6, item #1 - amendment was incorrectly recorded in the School Federal Projects Fund #142 instead of the GPS Fund #141.</i>							
4	71300	429	801	Instructional Supplies and Materials	0.00	3,500.00	Decrease
	71300	730	801	Vocational Equipment	20,503.13	0.00	Increase
	72130	355	801	Travel	0.00	17,003.13	Decrease
<i>To adjust CTE Perkins Basic to agree with the approved budget per ePlan and reallocate for purchase of Chromebooks.</i>							
Total					118,663.13	118,663.13	
From Fund Balance						0.00	

Carter County, Tennessee
Central Cafeteria Fund #143
Fiscal Year Ending June 30, 2020
Budget Amendment #6
April 20, 2020

Item #	Category	Line Item	Description	\$ Amount		Increase/Decrease
				Debit	Credit	
1	73100	105	Supervisor/Director	1,321.95	0.00	Increase
	73100	165	Cafeteria Personnel	81,584.09	0.00	Increase
	73100	201	Social Security	4,770.35	0.00	Increase
	73100	204	Pensions	4,524.30	0.00	Increase
	73100	210	Unemployment Compensation	4,513.07	0.00	Increase
	73100	212	Employer Medicare	1,211.78	0.00	Increase
	73100	299	Other Fringe Benefits (retiree ins.)	20,000.00	0.00	Increase
	39000		Unassigned Fund Balance	0.00	117,925.54	Decrease
<i>To appropriate unassigned fund balance for 3% wage increase and retiree insurance premiums not included in original budget.</i>						
2	73100	140	Salary Supplements	15,901.21	0.00	Increase
	73100	165	Cafeteria Personnel	0.00	15,901.21	Decrease
<i>To move budget for manager salary supplements to correct line item.</i>						
3	73100	320	Dues and Memberships	800.00	0.00	Increase
	73100	719	Office Equipment	0.00	800.00	Decrease
<i>To reallocate within Food Service budget.</i>						
4	44570		Contributions and Gifts	0.00	1,900.00	Increase
	73100	710	Food Service Equipment	1,900.00	0.00	Increase
<i>To appropriate donation from Dairy Alliance</i>						
Total				136,526.75	136,526.75	
From Food Service Unassigned Fund Balance					117,925.54	

Carter County, Tennessee

Head Start Fund #145

Fiscal Year Ending June 30, 2020

Budget Amendment #3

April 20, 2020

Item #	Category	Line Item	Description	\$ Amount		Increase/Decrease
				Debit	Credit	
1	48140		Contracted Services	51,484.01	0.00	Decrease
	73400	105	Supervisor/Director	0.00	5,000.00	Decrease
	73400	116	Teachers	0.00	25,000.00	Decrease
	73400	162	Clerical Personnel	0.00	12,424.99	Decrease
	73400	163	Educational Assistants	2,500.00	0.00	Increase
	73400	189	Other Salaries and Wages	2,500.00	0.00	Increase
	73400	195	Certified Substitute Teachers	22,756.13	0.00	Increase
	73400	198	Non-certified Substitute Teachers	2,717.71	0.00	Increase
	73400	207	Medical Insurance	0.00	15,624.70	Decrease
	73400	307	Communication	3,431.80	0.00	Increase
	73400	320	Dues and Memberships	459.00	0.00	Increase
	73400	335	Maintenance & Repair Services - Buildings	3,037.85	0.00	Increase
	73400	351	Rentals	3,911.27	0.00	Increase
	73400	362	Penalties	165.02	0.00	Increase
	73400	429	Instructional Supplies and Materials	0.00	8,005.00	Decrease
	73400	452	Utilities	2,291.07	0.00	Increase
	73400	499	Other Supplies and Materials	0.00	659.50	Decrease
	73400	719	Office Equipment	349.99	0.00	Increase
	39000		Unassigned Fund Balance	0.00	28,889.66	Decrease
<i>To appropriate Head Start Unassigned Fund Balance and reallocate within Head Start budget.</i>						
			Total	95,603.85	95,603.85	
			From Head Start Unassigned Fund Balance		28,889.66	

Carter County, Tennessee
General Fund #101
Fiscal Year Ending June 30, 2020
Budget Amendment #10
May 18, 2020

Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
					Debit	Credit	
1	53400	355		Travel	0.00	305.00	Decrease
	53400	599		Other Charges	305.00	0.00	Increase
<i>To reallocate within Clerk and Master's category for lock changes on June 30, 2020.</i>							
2	53400	709		Data Processing Equipment	26,804.57	0.00	Increase
	34520		005	Restricted for Data Processing - Chancery Court Clerk	0.00	26,804.57	Decrease
<i>To appropriate Clerk and Master data processing reserves to replace and update office computer system.</i>							
3	58900	509		Refunds	157.76	0.00	Increase
	39000			Unassigned Fund Balance	0.00	157.76	Decrease
<i>To appropriate unassigned fund balance for a refund of 2016 property tax and interest and penalty to an individual who purchased non-existent property at the delinquent property tax sale.</i>							
4	51300	320		Dues and Memberships	0.00	635.00	Decrease
	51300	334		Maintenance Agreements	700.00	0.00	Increase
	51300	355		Travel	1,435.00	0.00	Increase
	51300	499		Other Supplies and Materials	0.00	800.00	Decrease
	51300	599		Other Charges	0.00	700.00	Decrease
<i>To reallocate funds within Mayor category</i>							
5	55120	357		Veterinary Services	0.00	700.00	Decrease
	55120	410		Custodial Supplies	0.00	1,200.00	Decrease
	55120	413		Drugs and Medical Supplies	1,900.00	0.00	Increase
<i>To reallocate funds within Animal Shelter category.</i>							
6	53100	351		Rentals	1,000.00	0.00	Increase
	53100	355		Travel	0.00	1,000.00	Decrease
<i>To reallocate funds within Circuit Court Clerk category.</i>							
7	54210	499		Other Supplies and Materials	1,000.00	0.00	Increase
	54210	707		Building Improvements	0.00	1,000.00	Decrease
<i>To reallocate funds within the Jail budget.</i>							
8	46210			Law Enforcement Training Programs	0.00	20,800.00	Increase
	54110	140		Salary Supplements	20,800.00	0.00	Increase
<i>To recognize and appropriate state payments for Sheriff's Department officers Law Enforcement Training Program.</i>							
9	51800	308	062	Consultants	21,134.80	0.00	Increase
	51800	707	062	Building Improvements (EOC)	0.00	21,134.80	Decrease
<i>To reallocate funds for the EOC project - professional fee charged by FTDD was initially included in construction costs.</i>							

 RECEIVED
05-12-2020 @ 11:30 AM

10	51810	502		Building and Contents Insurance	1,186.00	0.00	Increase
	51810	712		HVAC Equipment	0.00	1,186.00	Decrease
<i>To reallocate within WDC category.</i>							
11	52300	351		Rentals	1,013.76	0.00	Increase
	52300	435		Office Supplies	962.94	0.00	Increase
	52300	499		Other Supplies and Materials	198.42	0.00	Increase
	52300	307		Communication	0.00	1,675.12	Decrease
	52300	355		Travel	0.00	500.00	Decrease
<i>To reallocate within Assessor budget.</i>							
12	52300	169		Part-time Personnel	0.00	4,000.00	Decrease
	52310	169		Part-time Personnel	4,000.00	0.00	Increase
	52300	307		Communication	0.00	200.00	Decrease
	52310	307		Communication	200.00	0.00	Increase
	52300	348		Postal Charges	0.00	1,200.00	Decrease
	52310	411		Data Processing Supplies	1,200.00	0.00	Increase
<i>To reallocate between Assessor and Reappraisal categories.</i>							
13	53100	320		Dues and Memberships	43.00	0.00	Increase
	53100	332		Legal Notices, Recording, and Court Costs	300.00	0.00	Increase
	53100	471		Software	25.00	0.00	Increase
	53100	719		Office Equipment	0.00	368.00	Decrease
<i>To reallocate within Circuit Court Clerk category.</i>							
14	42341			Drug Court Fees	0.00	8,000.00	Increase
	53330	358		Remittance of Revenue Collected	8,000.00	0.00	Increase
<i>To recognize and appropriate additional drug court fees.</i>							
15	53900	322		Evaluation and Testing	300.00	0.00	Increase
	53900	599		Other Charges	0.00	300.00	Decrease
<i>To reallocate within Other Administration of Justice category.</i>							
16	40220			Hotel/Motel Tax	0.00	17,500.00	Increase
	58110	316		Contributions (Chamber of Commerce)	17,500.00	0.00	Increase
<i>To recognize and appropriate additional hotel/motel taxes to the Chamber of Commerce.</i>							
17	42392			Victims Assistance Assessments	0.00	3,500.00	Increase
	55510	358	045	Remittance of Revenue Collected (Shepherd's Inn)	1,750.00	0.00	Increase
	55590	358	062	Remittance of Revenue Collected (Child Advocacy Center)	1,750.00	0.00	Increase
<i>To recognize and appropriate new court fee approved by county commission on 10.21.2019.</i>							
Total					113,666.25	113,666.25	
From (to) Fund Balance						26,962.33	
From (to) Unassigned Fund Balance						157.76	

Carter County, Tennessee
 General Fund #101
 Fiscal Year Ending June 30, 2020
 Budget Amendment #10A
 May 18, 2020

Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
					Debit	Credit	
1	49700			Insurance Recovery	0.00	3,600.56	Increase
	54110	338		Maintenance and Repair Services - Vehicles	3,600.56	0.00	Increase
<i>To appropriate insurance proceeds to repair damage to vehicle #7.</i>							
2	44560		041	Damages Recovered From Individuals	0.00	50.00	Increase
	54110	335		Maintenance and Repair Services - Buildings	50.00	0.00	Increase
<i>To recognize and appropriate funds received from inmates/former inmates for damages to the jail.</i>							
Total					3,650.56	3,650.56	
From (to) Fund Balance						0.00	
From (to) Unassigned Fund Balance						0.00	

Carter County, Tennessee

General Fund #101

Fiscal Year Ending June 30, 2020

Budget Amendment #10B

May 18, 2020

Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
					Debit	Credit	
1	51300	169		Part-time Personnel	0.00	1,503.44	Decrease
	51300	187		Overtime	1,226.40	0.00	Increase
	51300	201		Social Security	76.04	0.00	Increase
	51300	204		Pensions	183.22	0.00	Increase
	51300	212		Employer Medicare	17.78	0.00	Increase
<i>To reallocate within Mayor's category for payment of excess comp-time.</i>							
				Total	1,503.44	1,503.44	
				From (to) Fund Balance		0.00	
				From (to) Unassigned Fund Balance		0.00	

Carter County, Tennessee
Solid Waste/Sanitation Fund #116
Fiscal Year Ending June 30, 2020
Budget Amendment #9
May 18, 2020

Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
					Debit	Credit	
1	55754	351		Rentals	0.00	2,500.00	Decrease
	55754	355		Travel	0.00	1,000.00	Decrease
	55754	418		Equipment and Machinery Parts	5,500.00	0.00	Increase
	55754	524		In-Service/Staff Development	0.00	2,000.00	Decrease
<i>To reallocate funds within Landfill category.</i>							
2	55751	336		Maintenance and Repair Services - Equipment	0.00	4,500.00	Decrease
	55754	418		Equipment and Machinery Parts	4,500.00	0.00	Increase
<i>To reallocate funds from Recycling Center category to Landfill category.</i>							
				Total	10,000.00	10,000.00	
				From Solid Waste Unassigned Fund Balance		0.00	

Carter County
Sports and Recreation Fund #123
Fiscal Year Ending June 30, 2020
Budget Amendment #6
May 18, 2020

Item #	Category	Line Item	Description	\$ Amount		Increase/Decrease
				Debit	Credit	
1	56700	799	Other Capital Outlay	25,000.00	0.00	Increase
	39000		Unassigned Fund Balance	0.00	25,000.00	Decrease
<i>To appropriate Fund 123 unassigned fund balance for costs associated with the Gap Creek Park project. Funds were carried over from 2018-19.</i>						
			Total	25,000.00	25,000.00	
			From Sports and Rec. Unassigned Fund Balance		25,000.00	

Carter County, Tennessee

Highway/Public Works Fund #131

Fiscal Year Ending June 30, 2020

Budget Amendment #10

May 18, 2020

Item #	Category	Line Item	Description	\$ Amount		Increase/
				Debit	Credit	Decrease
1	63100	338	Maintenance and Repair Services - Vehicles	0.00	3,000.00	Decrease
	63100	424	Garage Supplies	3,000.00	0.00	Increase
<i>To reallocate within Operation & Maintenance of Equipment category.</i>						
			Total	3,000.00	3,000.00	
From Highway Fund Unassigned Fund Balance						0.00

Carter County, Tennessee
General Purpose School Fund #141
Fiscal Year Ending June 30, 2020
Budget Amendment #10
May 18, 2020

Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
1	71200	330		Operating Lease Payments	413.00	0.00	Increase
	71200	429		Instructional Supplies and Materials	0.00	2,500.00	Decrease
	71200	499		Other Supplies and Materials	640.00	0.00	Increase
	71200	599		Other Charges	0.00	2,600.00	Decrease
	71200	725		Special Education Equipment	0.00	1,300.00	Decrease
	72220	312		Contracts with Private Agencies	20,447.00	0.00	Increase
	72220	355		Travel	0.00	8,100.00	Decrease
	72220	499		Other Supplies and Materials	0.00	2,000.00	Decrease
	72220	524		In-Service/Staff Development	0.00	10,000.00	Decrease
	72220	599		Other Charges	0.00	2,000.00	Decrease
	72220	790		Other Equipment	7,000.00	0.00	Increase
<i>To reallocate funds within and between SPED classroom and non-classroom categories.</i>							
2	72710	359		Disposal Fees	1,000.00	0.00	Increase
	72710	412		Diesel Fuel	0.00	1,000.00	Decrease
<i>To reallocate within Transportation category.</i>							
3	72620	322		Evaluation and Testing	0.00	31,000.00	Decrease
	72620	335		Maintenance & Repair Services - Bldgs.	31,000.00	0.00	Increase
<i>Reallocate within Maintenance category for summer work on buildings and modular units.</i>							
4	73400	189		Other Salaries and Wages	0.00	305.00	Decrease
	73400	195		Certified Substitute Teachers	0.00	1,368.50	Decrease
	73400	207		Medical Insurance	0.00	388.70	Decrease
	73400	212		Employer Medicare	0.00	78.67	Decrease
	73400	307		Communication	0.00	276.38	Decrease
	73400	355		Travel	0.00	504.86	Decrease
	73400	429		Instructional Supplies and Materials	1,889.30	0.00	Increase
	73400	499		Other Supplies and Materials	1,424.00	0.00	Increase
	73400	524		In-Service/Staff Development	0.00	391.19	Decrease
<i>Reallocate within Pre-school category</i>							
Total					63,813.30	63,813.30	
From GPS Fund Balance						0.00	
From GPS Unassigned Fund Balance						0.00	

Carter County, Tennessee
General Purpose School Fund #141
Fiscal Year Ending June 30, 2020
Budget Amendment #11
May 18, 2020

Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
1	76100	799	780	Other Capital Outlay	13,781.90	0.00	Increase
	34755		780	Assigned for Education (Johnson Controls)	0.00	13,781.90	Decrease
<i>To appropriate Johnson Controls reserves for PTAC and air units.</i>							
2	72410	188		Bonus Payments	0.00	41,000.00	Decrease
	72410	201		Social Security	0.00	2,542.00	Decrease
	72410	204		Pensions	0.00	4,407.50	Decrease
	72410	212		Employer Medicare	0.00	594.50	Decrease
	39000			Unassigned Fund Balance	48,544.00	0.00	Increase
<i>To reverse 141 BA-09, item #7 which set up year-end principal evaluation bonuses.</i>							
3	72250	105		Supervisor/Director	0.11	0.00	Increase
	72250	121		Data Processing Personnel	0.00	335.99	Decrease
	72250	201		Social Security	0.00	630.00	Decrease
	72250	204		Pensions	100.00	0.00	Increase
	72250	206		Life Insurance	0.00	10.00	Decrease
	72250	207		Medical Insurance	1,150.00	0.00	Increase
	72250	208		Dental Insurance	0.00	34.00	Decrease
	72250	212		Unemployment Compensation	0.00	96.12	Decrease
	72250	212		Employer Medicare	0.00	144.00	Decrease
	72250	307		Communication	0.00	968.56	Decrease
	72250	333		Licenses	0.00	2,500.00	Decrease
	72250	336		Maintenance and Repair - Equipment	0.00	2,098.85	Decrease
	72250	350		Internet Connectivity	0.00	0.90	Decrease
	72250	355		Travel	0.00	117.58	Decrease
	72250	399		Other Contracted Services	0.00	7,698.61	Decrease
	72250	411		Data Processing Supplies	0.00	89.95	Decrease
	72250	435		Office Supplies	0.00	105.02	Decrease
	72250	451		Uniforms	0.00	0.30	Decrease
	72250	471		Software	0.00	31.36	Decrease
	72250	499		Other Supplies and Materials	0.00	5.47	Decrease
	72250	709		Data Processing Equipment	22,701.20	0.00	Increase
	72250	719		Office Equipment	0.00	500.00	Decrease
	72250	722		Regular Instruction Equipment	0.00	8,584.60	Decrease
<i>Reallocate within Technology category</i>							
Total					86,277.21	86,277.21	
From (to) GPS Fund Balance						(48,544.00)	
From (to) GPS Unassigned Fund Balance						(48,544.00)	

<u>Sheriff's Department</u>							
<u>List of Surplus Items</u>							
<u>Presented for County Commission Approval</u>							
<u>May 18, 2020</u>							
<u>Type</u>	<u>Make</u>	<u>Model</u>	<u>Inventory#</u>	<u>SN</u>			
Toner	Toshiba	TFC25 Yellow					
Toner	Toshiba	TFC25 Cyan					
Scanner	Patriot	430 Visioneer	6837	26G6C61024			
Scanner	Patriot	430 Visioneer		1AE6C61143			
Keyboard	Dell	Keyboard L100		CN0RH6597357193Q0975			
Printer	HP	Office Jet Pro 8000		CN0ZZR1PV			
Printer	HP	Laser Jet 1020	3875	CNB92476ZZ			
Printer	HP	Office Jet J4500		VN887880T9			
Switch	D-Link	DES-N05		DRL726B011359			
Access Point	Cisco	WAP-200		GKS142401MR			
Access Point	Cisco	WAP-200		GKS142401Z7			
Access Point	Cisco	WAP-200		GKS142401F6			
Access Point	Cisco	WAP-200		GKS142401ZL			
Camera Acc	Crest	Crest Metal Box w/ Power supply for Camaras		0017C5157DCO			
DVD Recorder	Funai	ZV427F24 DVD/VCR Recorder w/ Remote	6491	J36436006			
Switch	Trendnet	TE100-S24		CA0717S401426			
Switch	Trendnet	TE100-S24		0522A5A01398			
Computer	HP	Pavillion 9000	3892	MXM3330PIT			
Computer	Dell	Optiplex 760	00034				WCJIC EMA Federal Funds
Computer	Dell	Optiplex 760	00030	6H2X5J1			WCJIC EMA Federal Funds
Computer	HP	Workstation HPz400	6893	SG894VC			
Scanner	Patriot	430 Visioneer		1AE6C61182			
Scanner	Patriot	430 Visioneer		3AR6C61047			
Scanner	Patriot	430 Visioneer	6829	39D6C61097			
Scanner	Patriot	430 Visioneer		26G6C61029			
Computer	Dell	Optiplex 755	3895	B2MSIF1			
Computer	Dell	Optiplex 755	00019	6H3G4J1			WCJIC EMA Federal Funds
Computer	Dell	Optiplex 760	00020	6H37511			WCJIC EMA Federal Funds
Computer	Dell	Optiplex 760	00034	6H2Y4J1			WCJIC EMA Federal Funds

Monitor	ViewSonic	VS11359			5876	RUP095001343	
Switch	HP	Procurve 2510-48G - J9280A				CN122DG0QN	
Switch	HP	Procurve 1810-48G - J0660A				CN18DX3R2	
Switch	HP	Procurve 1810-24G - J9450A			6822	CN1472G0J9	
Laptop	Toshiba	Satellite L55t			6492	7E231479C	
DVR Computer	Crest	CDVS-7316-960-S2			3889	1080821099	
Laptop	Toshiba	Satellite 5105-S501			4017	82089879P	
Laptop	Toshiba	Satellite A45-S2501			3452	54016498H	
Laptop	Toshiba	Satellite A45-S2501				54016500H	
Laptop	Dell	Latitude E5500			00038	CMDNXG1	WCJC EMA Federal Funds
Laptop	Toshiba	Satellite A45-S2501			3451	54016495H	
Tablet	Motion	MC-C5 Tablet				99J5AG000687	
Tablet	Motion	MC-C5 Tablet				99J5AG000693	
Tablet	Motion	MC-C5 Tablet				99J5AG000691	
Printer	HP	P2055				CNB9M36414	
Switch	Trendnet	TE100-S24				CAD7175401426	
DVD Player	Magnavox	DP100MW8B				452731613	
VHS/DVD	Magnavox					D36993750	
Keyboard	IBM					2065987	
Battery Charger	Motorola	RLN6393A				None	
Battery Pack	Wild Game	6VB				None	
Battery Pack	Wild Game	6VB				None	
Radio	Motorola	HT1000				402AWG2356X	
Radio	Motorola	HT1000				402AXED6212	
Radio	Motorola	HT1000				402TYL36812	
Radio	Motorola	HT1000				Unknown/Unreadable	
Radio	Motorola	HT1000				402AVQF245X	
Radio	Motorola	HT1000				402AWE2360X	
Radio	Motorola	HT1000				402TZV60412	
Radio	Motorola	HT1000				402AWG2359X	
Radio	Motorola	HT1000				402ATW4302Z	
Radio	Mag One	BPR40				0278LH5560	
Radio	Mag One	BPR40				0278LH5556	
Radio	Mag One	BPR40				0278LH5417	
Radio	Mag One	BPR40				0278LH5410	



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Division of Financial Assurance
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 10th Floor
Nashville, TN 37243
(615) 532-0851

April 22, 2020

The Honorable Curt Alexander
City of Elizabethton Mayor
136 South Sycamore Street
Elizabethton, Tennessee 37643-3328

The Honorable Russell Barnett
Carter County Mayor
801 East Elk Avenue, Suite 201
Elizabethton, Tennessee 37643

RE: 2020 Annual Inflation Adjustment of the Financial Assurance for the *City of Elizabethton and Carter County Sanitary Landfill*, Permit No. *SNL100000186* as required by the Regulations of the Division of Solid Waste Management

Dear Mayor Alexander and Mayor Barnett:

All county and municipal "Contracts of Obligation in Lieu of Performance Bonds" must be adjusted annually for inflation by no later than the anniversary date of the issuance of the contract.

Rule Chapters 0400-12-01-.06(8) and 0400-11-01-.03(3) state that the inflation adjustment may be made by recalculating the closure and/or post-closure cost estimate in current dollars or by using an inflation factor derived from the most recent Implicit Price Deflator for the Gross National Product published by the U. S. Bureau of Economic Analysis in its Survey of Current Business.

The staff of the Division of Financial Assurance, utilizing data published by the U. S. Bureau of Economic Analysis, has projected the inflation factor to be used for 2020 inflation adjustments as **1.80%**. The amount of your financial assurance instrument(s) from the Year 2019 must be multiplied by **1.0180**. The permitted facility and/or the Department may reserve the right to adjust this figure later based upon revised data released by the U. S. Bureau of Economic Analysis during the year.

Effective immediately, any County or Municipal Contract of Obligation in Lieu of Performance Bond incurring an annual inflation adjustment shall not be processed by amendment until the cumulative amount of the adjustment(s) equals or exceeds TEN THOUSAND DOLLARS (\$10,000.00). This is a change from the previous threshold of Five Thousand Dollars (\$5,000.00). For example, if the inflation adjustment is \$4,000.00 in year one, \$5,000.00 in year two, and \$6,000.00 in year three, the amendment will be processed in year three when the total of adjustments exceeds \$10,000.00. We will continue to send your inflation adjustment figures annually for your records whether or not a contract amendment is required.

Please review the amount(s) for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:

2020 Inflation Adjustment(s)

Facility Permit No.	Financial Instrument Type & No.	Financial Instrument Anniversary Due Date	Present Amount of Financial Assurance On File	Inflation Adjustment/ Increase Required	Inflation Adjustment and Allowable Post-Closure Reduction	Total Required Amount of Financial Assurance
SNL100000186	Contract	02/27/20	\$ 1,770,033.98	\$ 0.00	\$ 131,947.99	\$ 1,638,085.99

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the 2020 annual inflation adjustment and/or post closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

PLEASE NOTE

- (1) **If you have been advised by the TDEC Field Office that the required post-closure activities at a permitted site listed herein have not been performed to the satisfaction of the Field Office Staff, do not reduce your financial assurance instrument until the Field Office has approved the performance of the required post-closure work.**

Please submit the inflation adjusted financial instrument(s) to the Division of Financial Assurance to my attention at the address listed on the letterhead as indicated above. If you have any questions, please call me at (615) 532-8571, or you may email me at Debra.Long@tn.gov.

Very Respectfully,

Debra F. Long

Debra F. Long, Financial Analyst

Enclosures: Customer Information Data Sheet, Summary Spreadsheet, Detailed Financial Assurance Information

CC: Chris Lamb, Manager of Solid Waste Management, Johnson City Field Office, TDEC

<https://www.tn.gov/environment/about-tdec/fin-financial-responsibility.html>

For Department Use Only
Effective Date:

**Amendment of Contract of Obligation in Lieu of Performance Bond (City and County)
Department of Environment and Conservation, Division of Solid Waste Management**

1. This amendment is made by the City of Elizabethton ("the City") and the County of Carter ("the County"), and the Tennessee Department of Environment and Conservation ("the Department") to the Contract of Obligation in Lieu of Performance Bond for proper operation and/or post-closure of the City of Elizabethton and Carter County Sanitary Landfill, Permit Number SNL100000186 entered on or about 02/27/95 ("the Contract").
2. Paragraph 3 of the Contract is amended by deleting the language in the paragraph and substituting the following language, which shall constitute Paragraph 3 of the Contract:

The total penal sum of this contract is:

\$ 1,638,085.99
3. Except as set forth in this amendment, or another prior amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is any conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment shall control.
4. A copy of this amendment shall be filed with the Commissioner of the Tennessee Department of Finance and Administration.
5. All signatories to this amendment warrant that they have actual authority to enter this amendment on the terms contained herein.
6. This amendment shall be effective upon signature by all parties by a person authorized to bind each party. The Department shall note the Effective Date upon all signatures.

On Behalf of the City of Elizabethton

Printed Name: _____
Title: _____
Date: _____

On Behalf of the Tennessee Department of
Finance and Administration

Commissioner
Tennessee Department of Finance and
Administration
Date: _____

On Behalf of the County of Carter

Printed Name: _____
Title: _____
Date: _____

On Behalf of the Tennessee Department of
Environment and Conservation

David W. Salyers, P.E.
Commissioner
Tennessee Department of Environment and
Conservation
Date: _____

FINANCIAL RESPONSIBILITY

CUSTOMER DATABASE

DIVISION	Solid Waste Management			Evaluated by:	DFL	4/11/2019
(UST ONLY)	<input type="checkbox"/> FUND PARTICIPANT <input type="checkbox"/> ELIGIBILITY ASSUMED	<input type="checkbox"/> FUND PARTICIPANT <input type="checkbox"/> NOT FUND ELIGIBLE	<input type="checkbox"/> NOT PARTICIPATING IN THE FUND			
OWNER/ OPERATOR NAME	Elizabethton City of/Carter County					
ADDRESS	136 South Sycamore Street		801 East Elk Avenue, Suite 201			
	Elizabethton, TN 37643-3328		Elizabethton, TN 37643			
CONTACT PERSON	Mr. Curt Alexander	Mr. Russell Barnett	Christa Byrd			
TITLE	Mayor (City of Elizabethton, TN)	County Mayor (Carter County, TN)	Director of Finance			
TELEPHONE #	(423) 542-1516	(423) 542-1801	(423) 547-4005			
FAX NUMBER	(423) 542-1510	(423) 542-9279	(423) 542-3844			
	EMAIL Inflation Adjustment Notice					
EMAIL	dkessler@cityofelizabethton.org	mayor@cartercountyttn.gov	byrdc@cartercountyttn.gov			
CONTACT PERSON	Deborah B. Kessler					
TITLE	Director of Finance, City Clerk, City of Elizabethton					
TELEPHONE #						
FAX NUMBER						
HW INSTALLATION ID # (EPA)						
SOLID WASTE PERMIT #	SNL100000186					
UST OWNER ID #						
COUNTY #	10					
ENVIRONMENTAL FIELD OFFICE	Johnson City					
MANAGER	Chris Lamb					
TELEPHONE #	(423) 854-5437					

Summary Sheet
Amount of Financial Assurance Required

PERMIT ID # OR FACILITY ID # (s)	AMOUNT OF CLOSURE OPERATING CONTINGENCY REQUIRED (A)	AMOUNT OF POST- CLOSURE REQUIRED (B)	AMOUNT OF 3RD PARTY LIABILITY REQUIRED (C)	AMOUNT OF CORRECTIVE ACTION REQUIRED (D)	INSTRUMENT TYPE AND ISSUE DATE (E)	ISSUING INSTITUTION (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE (G)
SNL100000186	CLOSED	\$1,638,085.99					\$1,638,085.99
Total Required	\$0.00	\$1,638,085.99	\$0.00	\$0.00		Total (A,B,C,D)	\$1,638,085.99

Amount of Financial Assurance On File

PERMIT ID # OR FACILITY ID#(s)	AMOUNT OF CLOSURE OPERATING CONTINGENCY ON FILE (AA)	AMOUNT OF POST- CLOSURE ON FILE (BB)	AMOUNT OF 3RD PARTY LIABILITY ON FILE (CC)	AMOUNT OF CORRECTIVE ACTION ON FILE (DD)	INSTRUMENT TYPE AND ISSUE DATE (E)	ISSUING INSTITUTION (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE (G)
SNL100000186	CLOSED	\$1,770,033.98			C 02/27/95	Carter Co-Elizabethron	\$1,770,033.98
Total on File	\$0.00	\$1,770,033.98	\$0.00	\$0.00		Total (AA,BB,CC,DD)	\$1,770,033.98
Net amount overfunded as of 04/23/2020	+\$0.00	+\$131,947.99					+\$131,947.99

ABBR. C - CONTRACT CB - CASHBOND, CHECK OR CASH CD - CERTIFICATE OF DEPOSIT CG-FT - CORPORATE GUARANTEE
FINANCIAL TEST CI - CERTIFICATE OF INSURANCE FT - FINANCIAL TEST GG - GOVERNMENT GUARANTEE LC - LETTER OF
CREDIT PB - PERFORMANCE BOND S - SECURITIES TF - TRUST FUND

Attachment 2 : Calculating Financial Assurance From the Beginning To the End of the Post Closure Care Period

Facility: Elizabethton City of /Carter County- Sanitary Landfill
 Permit#: SNL10000186

This company closed in 2000 and is required to have 30 years of post closure care.
 At closure in 2000 the cumulative inflation adjusted total of post closure was \$ 3,372,074.00.

or

This site has not yet begun post closure. The scheme below is simply an example of how post closure financial assurance will be adjusted annually for inflation. This example assumes that the facility closed in _____ and is required to have _____ years post closure. At closure, the cumulative inflation adjusted post-closure amount was \$ _____ .00 . Each successive year after closure, the post-closure amount is reduced by approximately one year's post-closure expense and the outstanding dollar amount of post-closure is adjusted for inflation.

Calculation of Post Closure With Annual Inflation Adjustments After Closure of the Waste Management Unit

EACH YEAR FOLLOWING CLOSURE (A)	ANNUAL INFLATION FACTOR (B)	SUM OF REMAINING YEARS COST OF POST CLOSURE (C)	NUMBER OF YEARS REMAINING IN POST CLOSURE (D)	APPROXIMATELY ONE YEAR REDUCTION IN POST CLOSURE COST (E)	ESTIMATED AMOUNT OF POST CLOSURE FOR REMAINING YEARS (F)	INFLATION ADJUSTMENT FOR THE REMAINING YEARS (G)	AMOUNT OF POST CLOSURE FINANCIAL ASSURANCE DUE THIS YEAR (H)
Year(row)	row27	Formula=H26	Year(s)	=C27/D27	=C27-E27	=F27*B27	=G27
2000	1.015						\$3,372,074.00
2001	1.021	\$3,372,074.00	30	\$112,402.47	\$3,259,671.53	\$3,328,124.63	\$3,328,124.63
2002	1.022	\$3,328,124.63	29	\$114,762.92	\$3,213,361.71	\$3,284,055.67	\$3,284,055.67
2003	1.011	\$3,284,055.67	28	\$117,287.70	\$3,166,767.97	\$3,201,602.42	\$3,201,602.42
2004	1.017	\$3,201,602.42	27	\$118,577.87	\$3,083,024.55	\$3,135,435.97	\$3,135,435.97
2005	1.022	\$3,135,435.97	26	\$120,593.69	\$3,014,842.28	\$3,081,168.81	\$3,081,168.81
2006	1.027	\$3,081,168.81	25	\$123,246.75	\$2,957,922.05	\$3,037,785.95	\$3,037,785.95
2007	1.030	\$3,037,785.95	24	\$126,574.41	\$2,911,211.53	\$2,998,547.88	\$2,998,547.88
2008	1.027	\$2,998,547.88	23	\$130,371.65	\$2,868,176.23	\$2,945,616.99	\$2,945,616.99
2009	1.024	\$2,945,616.99	22	\$133,891.68	\$2,811,725.31	\$2,879,206.72	\$2,879,206.72
2010	1.012	\$2,879,206.72	21	\$137,105.08	\$2,742,101.64	\$2,775,006.86	\$2,775,006.86
2011	1.010	\$2,775,006.86	20	\$138,750.34	\$2,636,256.51	\$2,662,619.08	\$2,662,619.08
2012	1.024	\$2,662,619.08	19	\$140,137.85	\$2,522,481.23	\$2,583,020.78	\$2,583,020.78
2013	1.019	\$2,583,020.78	18	\$143,501.15	\$2,439,519.63	\$2,485,870.50	\$2,485,870.50
2014	1.015	\$2,485,870.50	17	\$146,227.68	\$2,339,642.82	\$2,374,737.47	\$2,374,737.47
2015	1.0155	\$2,374,737.47	16	\$148,421.09	\$2,226,316.37	\$2,260,824.28	\$2,260,824.28
2016	1.0120	\$2,260,824.28	15	\$150,721.62	\$2,110,102.66	\$2,135,423.89	\$2,135,423.89
2017	1.0130	\$2,135,423.89	14	\$152,530.28	\$1,982,893.61	\$2,008,671.23	\$2,008,671.23
2018	1.0180	\$2,008,671.23	13	\$154,513.17	\$1,854,158.06	\$1,887,532.90	\$1,887,532.90
2019	1.0230	\$1,887,532.90	12	\$157,294.41	\$1,730,238.50	\$1,770,033.98	\$1,770,033.98

(UST ONLY)

Carter County, Tennessee									
General Fund									
Appropriation of Unassigned Fund Balance									
Fiscal Year Ending June 30, 2020									
As of April 20, 2020									
Date	Budget Amendment #	Item #	Amount	Description					
8/19/19	1	6	1,000.00	To appropriate funds for insurance deductible portion of damage to the jail.					
9/16/19	2	15	2,570.00	To appropriate matching funds for the Tourism (Wayfinding) Grant approved in 2017-18.					
10/21/19	3	3	3,185.00	To appropriate funds for installation of partitions in trustee's office.					
10/21/19	3	6	5,477.40	To appropriate funds for costs associated with the current contract (began 1.1.2019) with ETSU for forensic services. The amount per the original budget was based on the contract which began October 1, 2018.					
10/21/19	3	7	1,600.00	To appropriate funds to pay for two property appraisals related to the search for a new location for the Recycling Center.					
10/21/19	3	15	8,921.37	To appropriate funds to pay 2018-19 payroll shortages to the current County Mayor and Register. Corresponding overpayments during 2018-19 to the former Mayor and Register were forgiven by County Commission on September 16, 2019.					
11/18/19	4	13	24,705.84	To appropriate funds for the purchase of a leased vehicle per the MOU with the School Department for SROs.					
12/16/19	5	6	4,776.00	To appropriate funds for a Skyward application (TruTime).					
12/16/19	5	9	1,721.76	To appropriate funds for six months of health insurance premiums for a current employee of the Trustee's Office who is enrolling in the County's plan effective 1.1.2020					
12/16/19	5	17	1,000.00	To appropriate funds for repairs to County Coroner's vehicle.					
12/16/19	5	18	9,145.29	To appropriate funds for increase in Sheriff's Department and Animal Shelter workers' compensation insurance per WC audit.					
12/16/19	5	23	1,200.00	To appropriate funds for an additional one-year subscription to Roll Call Pro.					
2/18/20	7	7	4,243.53	To reimburse an employee of the Finance Department who paid a portion (10%) of their medical insurance premiums from 2014 through September 2019, even though they should not have been required to					
3/17/20	8	14	(20,849.00)	Increase in fees paid by Highway, Schools, and Food Service to Finance Department.					
3/17/20	8	16	5,719.43	To appropriate funds to pay down excess balances of comp-time in the Finance Department and EMA.					
3/17/20	8	17	2,451.80	To appropriate funds to pay Budget Committee members for five additional meetings/hearings during the budget process.					
Total per amendments			56,868.42						

Carter County Commission



RECEIVED

05-13-2020

@ 1:55 pm

Minutes of:

Buildings & Grounds Committee

May 5, 2020 6:00 PM

Members:

Chairman Austin Jaynes

Ginger Holdren

Robert Acuff

Randall Jenkins

Mike Hill

Ray Lyons

Brad Johnson

Robin McKamey

I. Call to Order

The Building & Grounds Committee was called to order by Chairman Austin Jaynes at 7:05 pm. Chairman Jaynes stated a disclaimer that the meeting was being held by video conference because of Covid – 19. Guidelines for the Coronavirus were being followed and there were no members in the same room during the meeting.

II. Approval of Agenda

A motion was made to approve the agenda by Mike Hill, second by Robert Acuff. The motion was unanimously approved.

III. Approval of minutes

A motion was made to approve the February 2020 minutes by Robert Acuff, second by Mike Hill. The motion was unanimously approved.

IV. Public Comments

None

V. New Business

a. Land on Powder Branch

This is 26 acres near Happy Valley High School. Previously the county looked at the property when TDOT wanted to do a lease on the property. The county decided to not proceed with a lease. Now TDOT is offering a deed to the property. The terms are the same as the lease. This was discussed about 2/3 years ago. This has been looked at by Parks & Rec to see what it can be used for. Chairman Jaynes questions the timing and the cost right now to assume responsibility for this property. Mr. Jenkins informed the committee that from the Park & Rec perspective this is an opportunity that will not come again because of interest from a neighboring property owner to purchase. The state is not going to use the property and the risk of the state taking it back is low. This is property that could be offered to the Carter County School System for ball fields for Happy Valley High School. Mr. Hill asked if the school would be interested and would they assume the cost to do the fencing that is part of the deal.

A motion was made to make an application to obtain the property by Robert Acuff, second by Ginger Holdren. Chairman Jaynes asked if the fencing would still have to be placed in order to obtain the

property. Attorney Hardin informed that there is a chain link fence in place so the same would be used to finish it. Dr. Acuff asked if other fencing could be used to finish it. Attorney Hardin said it could be negotiated. Chairman Jaynes asked if it would come back to the Building & Grounds committee? Attorney Hardin stated that this is just the application process to obtain the property. It will come back to the committee to look at contingencies.

Motion to make an application to obtain the property was unanimously approved.

VI. Old Business

a. EOC construction update

The project should be done earlier than what was anticipated. There is not an exact date of completion as of this meeting.

b. Courthouse security update

This has not started yet, there have been two change orders currently. Chairman Jaynes asked Attorney Hardin to look at the contract to see what kind of exit clause we have. Bring closure to the issues, its been going on for four years.

A motion was made to have Attorney Hardin look at the contract and any other damages that are being caused to the county was made by Robert Acuff, second by Ray Lyons. Motion unanimously passed. Attorney Hardin asked for a copy of the contract and change orders and he will report back to this committee next month.

c. RFP & Court house boiler

RFP for the Work Force Development property has been held up till at lease the end of May, first of June.

Have approved the request form the architect and Chairman Jaynes will go to the Budget Committee to ask for the funds needed.

d. Court house protective glass

Protective glass will be installed in the Circuit Court Clerk's Office and the Trustees Office in the next two weeks. Mayor Barnett signed off on taking the money out of the emergency fund because of the Coronavirus. Abby Frye provided the cost for each office as follows, Trustees Office - \$3,534; Circuit Court Clerk - \$4,183. Ray Lyons asked what procedures were going to be put into place for the re-opening of the courthouse. Mr. Acuff stated that he was not aware of the procedures, but he stated that each office needed to do things like marking the floor 6 feet apart to help with social distancing. There will be assigned seats in the court rooms. Deputes can take temperatures before allowing people in. Chairman Jaynes informed the committee that he asked each office holder if they wanted the protective glass and each replied that they did not, except the two referenced above. Mayor Barnett stated that they court was going to allow 10 people at a time to come into the courtrooms. Robert Acuff informed him that if he needed anything from the Health & Welfare Committee please let him know. Abby Frye stated that there should be money in the budget for the extra signage that will be needed for opening but my run short on the custodial supplies. Chairman Jaynes said he would entertain a motion to ask for more money for the extra cleaning supplies that were being used and will be needed upon opening. Mike Hill offered to help with the signage for re-opening.

A motion was made to ask the budget committee for money to supplement the custodial supplies budget, not to exceed \$10,000, second by Brad Johnson.

Abby Frye stated that she believed \$1,500 would get us through till the end of June. The Mr. Johnson and Mr. Lyons reminded her that we did not know how long this was going to last therefore

the wording "not to exceed". Mr. Lyons amended his motion to change the amount from \$10,000 to \$5,000.

Roll Call:

Austin Jaynes – Yes

Brad Johnson – Yes

Mike Hill – Yes

Randall Jenkins – Yes

Robin McKamey – Yes

Ginger Holdren – Yes

Robert Acuff – Yes

Ray Lyons – Yes

The motion passes, Yes – 8, No – 0.

VII. **Commissioner Comments**

Randall Jenkins asked about the money (\$25,000) that was talked about for the Sluder Property. Was it approved or not approved? Abby Frye stated that she has not been able to find it in the committee or full commission minutes. It was discussed but was not voted on. Chairman Jaynes stated that he would entertain a motion to have the money approved.

A motion to approve \$25,000 from the Capital Improvement Fund to be used for the Sluder Property project was made by Randall Jenkins, second by Ray Lyons.

Roll Call:

Austin Jaynes – Yes

Brad Johnson – Yes

Mike Hill – Yes

Randall Jenkins – Yes

Robin McKamey – Yes

Ginger Holdren – Yes

Robert Acuff – Yes

Ray Lyons – Yes

The motion passed, Yes – 8, No – 0.

Chairman Jaynes stated that he would take this to the budget committee.

VIII. **Adjournment**

A motion to adjourn was made by Ray Lyons, second by Robin McKamey. The motion was unanimously approved. Meeting was adjourned at 8:20 pm.

Carter County Commission

Minutes of:

Health & Welfare Committee

May 5, 2020 6:00 PM



RECEIVED
05-13-2020
@ 1:55 pm

Members:

Chairman Dr. Robert Acuff

Mike Hill

Brad Johnson

Austin Jaynes

Ginger Holdren

Randall Jenkins

Ray Lyons

Robin McKamey

I. Call to Order

The Health & Welfare Committee was called to order by Dr. Robert Acuff at 6:05 pm. Chairman Acuff stated a disclaimer that the meeting was being held by video conference because of Covid – 19. Guidelines for the Coronavirus were being followed and there were no members in the same room during the meeting.

II. Approval of Agenda

A motion to approve the agenda was made by Mike Hill, second by Randall Jenkins. Motion unanimously approved.

III. Public Comments

None

IV. Approval of the Minutes

A motion to approve the minutes from the February 2020 meeting was made by Mike Hill, second by Robin McKamey. The motion was unanimously approved.

V. Discussion of the Resolution regarding the purchase of Health Insurance from the County by Commissioners.

A resolution has been submitted to the committee to allow the current sitting County Commissioners and their dependents to access the insurance plan the county offers to the county employees and their dependents at no cost to the county. This would include any commissioner who isn't re-elected, either by defeat or if said commissioner does not seek re-election, also, the widow/widower and dependents of a deceased commissioner, also at no cost to the county. Attorney Hardin stated that a commissioner can only access the insurance if they purchased it while commissioner. Cannot acquire after they no longer hold the position.

A motion to accept the resolution was made by Mike Hill, second by Austin Jaynes

During discussion Brad Johnson asked if the insurance company had been contacted and was this something that would be able to offer. Kelley Greer with the insurance company had been contacted and it is available to the commissioners.

Roll Call:

Austin Jaynes – Yes

Brad Johnson – Yes

Mike Hill – Yes

Randall Jenkins – Yes

Robin McKamey – Yes

Ginger Holdren - Yes

Robert Acuff – Yes

Ray Lyons – Yes

The resolution to offer health insurance to current county commissioners and their dependents at no cost to the county passed Yes – 8, No – 0.

VI. Resolution for the Litter Grant

Motion to accept as written by Mike Hill, second by Ginger Holdren.

Roll Call:

Austin Jaynes – Yes

Brad Johnson – Yes

Mike Hill – Yes

Randall Jenkins – Yes

Robin McKamey - Yes

Ginger Holdren – Yes

Robert Acuff – Yes

Ray Lyons – Yes

Motion passed Yes – 8, No – 0.

VII. Resolution for the approval of the Health Department Contract

Resolution to approve the state grant to fund the health department

Motion to approve by Mike Hill, second by Ray Lyons

Roll Call:

Austin Jaynes – Yes

Brad Johnson – Yes

Mike Hill – Yes

Randall Jenkins – Yes

Robin McKamey – Yes

Ginger Holdren – Yes

Robert Acuff – Yes

Ray Lyons – Yes

Motion passed, Yes – 8, No – 0.

Governmental Grant Contract in the amount of \$590,588.00

Motion to approve by Ray Lyons, second by Randall Jenkins.

Roll Call:

Austin Jaynes – Yes

Brad Johnson – Yes

Mike Hill – Yes

Randall Jenkins – Yes

Robin McKamey – Yes

Ginger Holdren – Yes

Robert Acuff – Yes

Ray Lyons – Yes

Motion passed, Yes – 8, No – 0.

VIII. Use of Smokeless Tobacco products in county buildings and vehicles to include the general public.

Ronnie Taylor was approached by several citizens about employees using smokeless tobacco in the office. He has implemented a rule that no employee will be allowed to use smokeless tobacco products in his office or any county vehicles. While the commission cannot tell the elected official how to run their office, they can help set boundaries for the courthouse and the public that comes into the building. Attorney Hardin informed the committee that a policy to add smokeless tobacco to the no smoking campaign, making it a tobacco free campus. Mr. Johnson reminded that committee that policies are only as good as the enforcement of that policy. Who would enforce it?

Motion was made by Mike Hill to turn the courthouse into a tobacco free campus, second by Ginger Holdren. Discussion determined that the office holders have control of their offices but as for the public it will be tobacco free. Ms. Holdren asked if the policy would be just the building or the surrounding property. Attorney Hardin informed that it would be the property but no real way to keep people from using smokeless tobacco in the parking lot.

Roll Call:

Austin Jaynes – Yes

Brad Johnson – Yes

Mike Hill – Yes

Randall Jenkins – No

Robin McKamey – Yes

Ginger Holdren – Yes

Robert Acuff – Yes

Ray Lyons - Yes

Motion passes, Yes – 7, No – 1.

IX. On-Going Health and Welfare Issues Facing our County – Updates

a. Homeless Zoom event for Thursday, May 21, 2020 with Burt Rosen President and CEO of KARM.

This should only be about an hour and a half event. Asked Abby Frye if there were any limitations to the Zoom program. Time limit or number of people that could join the meeting. She informed the committee that with the paid subscription purchased, there were no limitations.

b. **Opioid Epidemic**

The CDC and some of the other drug entities determined that every 1% loss in job there is a 3.6% increase in opioid overdose. People in the area are losing jobs and this is a concern.

c. **Food Accessibility for Kids and Families – update on the potential partnership between B&G Club of Elizabethton Carter County with Harmony Church, Hampton**

The B&G Club is looking at re-opening and in the terms of food accessibility, the county schools will be distributing meals through the end of June. Abby Frye brought some statistics to the committee concerning the and food accessibility. The current poverty rate for Carter County is 24.5% live at or below poverty level. Another statistic is called ALICE (Asset Limited Income Constrained Employed) these are families that are working and are above poverty level. Their income is such that they don't qualify for assistance, but their income is below the cost of living for our area. Our ALICE number is 25% so if you add that to our poverty percentage, we are at 49.5% of our county residents are living at or below the cost of living for the area. Dr. Acuff asked Ms. Frye if she could provide that research so that he could pass it to Mr. Rosen before the meeting on May 21. She informed him that she had the statewide data and would send him a copy of that information.

X. **New Business**

None

XI. **Old Business**

None

XII. **Adjournment**

A motion to adjourn was made by Austin Jaynes, second by Mike Hill. The motion was unanimously approved. The meeting was adjourned at 7:00 pm.



NOMINATING COMMITTEE

May 11, 2020

6:00 P.M.

PRESENT: Patty Woodby, Mark Tester, Isaiah Grindstaff, Ross Garland, Travis Hill, Aaron Frazier and Kelly Collins

ABSENT: Willie Campbell

CALL TO ORDER: Patty Woodby, Chairwoman

ROLL CALL: Quorum Present

Call to Order: Patty Woodby, Chairwoman

Approval of Agenda: Motion was made by Aaron Frazier, seconded by Isaiah Grindstaff to approve the agenda as presented. By voice roll call vote, motion carried.

Public Comments: None

Old Business: None

New Business: The committee reviewed the application of Beverly Joyce Matherly for reappointment to the Equalization Board. As there were no other applications, motion was made by Aaron Frazier, seconded by Isaiah Grindstaff to approve her reappointment. By voice roll call vote, motion carried.

Chairman Woodby stated there were some questions regarding the 6th District seat on the Planning Commission currently held by Ken Arney. She said it appeared that Mr. Arney's seat on the board expired in 2019. She asked Attorney Hardin to look into the matter and he stated there was no evidence in the full commission minutes that he could find that showed Mr. Arney was reappointed in 2019. He said there had always been inconsistencies with board appointments and the termination dates of their appointments. Motion was made by Aaron Frazier, seconded by Travis Hill to advertise for the appointment to the 6th district seat. By voice roll call vote, motion carried. After further discussion, motion was made by Isaiah Grindstaff, seconded by Aaron Frazier to refer the matter of the management of board appointments and terms of office to the Rules and By-Laws Committee for their consideration and possible guidance.

On motion by Aaron Frazier, seconded by Travis Hill and by a voice roll call vote, the meeting adjourned.

Respectfully submitted:

Suzi Wallace

Approved for entry:

Patty Woodby, Chairwoman

Beer Board Meeting April 23, 2020 (Meeting held VIA ZOOM)

REF: Niki & Saaga, LLC DBA, Captain Jacks' Gas Station
Manish "Sammy" Patel, Owner
5490 Highway 19 E, Hampton, TN 37658

Due to the ongoing COVID-19 pandemic and keeping with the CDC guidelines on social distancing, all meetings of the Carter County Commission committee through May 18, 2020, will be held electronically. There will be no physical location for the meeting for the protection of the health, safety and welfare of the public due to the ongoing COVID-19 pandemic.

VIA ZOOM, The April 23, 2020 Beer Board Meeting was called to order by Chairman, Mike Hill at 6:00 PM.

Roll Call-Members Present: Mike Hill, Travis Hill, Brad Johnson, Patty Woodby, Layla Ward, and Randall Jenkins.

Others Present Via ZOOM: Abby Frye, Executive Assistant for Carter County Mayor, Rusty Barnett, Manish (Sammy) Patel, Applicant, Joshua Hardin, County Attorney, and an associate of Mr. Patel (name unknown).

Quorum Present

Approval of Agenda: Motion was made by Layla Ward, seconded by Travis Hill, to approve the agenda. Roll Call Vote as follows:

Aye: Mike Hill, Travis Hill, Brad Johnson, Patty Woodby, Layla Ward, and Randall
Randall Jenkins.

Nays: None

Absent: None

By majority roll call vote, all ayes, motion carried.

Approval of the December 30, 2010 Minutes: Minutes of the previous meeting was unavailable.

Application for Off Premises Beverage Permit:

Chairman, Mike Hill, introduced Mr. Manish (Sammy) Patel and opened the meeting for members to address Mr. Patel with questions concerning the application. Bradley Johnson questioned Item 16 on the application concerning the nearest church as listed being Rittertown Baptist. He noted that it should have been a nearby FWB church as well as another nearby church. However, both were not within the restricted area.

RECEIVED

05-05-2020 @ 10:23 AM

Recess for Public Hearing: Chairman Mike Hill inquired of Mrs. Frye if anyone was online requesting to speak. She stated that only one (1) person (unidentified) was online. Mr. Patel confirmed that was an associate of his that did not wish to speak. No other persons were online. Therefore, the public hearing was closed, and the meeting was called back to order.

No other questions were presented by the board.

Chairman Mike Hill called for a voice roll call vote as follows:

Layla Ward, Aye	Patty Woodby, Aye	Randall Jenkins, Aye
Bradley Johnson, Aye	Travis Hill, Aye	Mike Hill, Aye

By majority voice roll call vote, motion carried. Beverage Permit # 118 approved.

Adjournment: Motion was made by Travis Hill, seconded by Randall Jenkins to adjourn. By majority voice vote the meeting was adjourned.

Randall Jenkins, Secretary _____

Approved by Mike Hill, Chairman _____