

Carter County Commission
Regular Session
February 16, 2016

APPROVED
3-21-16
w/correction as requested
Page 302

Chairman, Leon Humphrey, called the meeting to order at 6:00 P.M.

Courthouse-Emergency Egress Plan - Gary Smith, EMA Director was not present due to an mud slide emergency in the Roan Mountain area of the county.

Commissioner Ray Lyons informed the Commission that fellow Commissioner, John Lewis was not present due to health problems.

Roll Call - County Clerk as follows:

Name of Configuration File: C:\RollCall-Pro\Configurations\February 16 2016 Commission Meeting.rcc

Date and Time of New Session: 2/16/2016 6:05:26 PM

Beginning Roll Call for New Session:

Leon Humphrey is present
Willie Campbell is present
Buford Peters is present
Robert Acuff is present
Nancy Brown is present
Mike Hill is present
Al Meehan is present
Bradley Johnson is present
Ronnie Trivett is present
Charles Von Cannon is present
Isaiah Grindstaff is present
L.C. Tester is present
Danny Ward is present
Ross Garland is present
Bobbie Gouge-Dietz is absent
Timothy Holdren is present
Randall Jenkins is present
John Lewis is absent
Larry Miller is present
Sonja Culler is present
Ray Lyons is present
Scott Simerly is absent
Robert Carroll is present
Vacant is absent
Cody McQueen is present

Number of PRESENT Voters for Roll Call: 21

Number of ABSENT Voters for Roll Call: 4

(Clerks Note: Commissioners Scott Simerly and Bobbie Gouge-Dietz arrived later.)

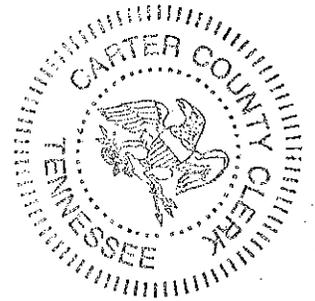
Leader marked Scott Simerly as present at: 6:07:33 PM

Chairman Humphrey, declared a quorum was present. It was also noted that the resignation of Commissioner Robert Gobble had been received, effective February 12, 2016.

See page 321.

Therefore, reducing the number of Commissioners to twenty-three (23), and changing a majority vote to twelve (12), and two-thirds vote to sixteen (16) in order to pass.

Motion was made by Cody McQueen, seconded by Robert Carroll, to move the Budget Committee Reports and insert it to follow Presentation of Plaque - Commissioner Robert Gobble, on today's agenda. (Item # 1) Recorded on page 322.



Roll Call Vote as follows (Item # 1):

1. Vote Results for: Item No. 1
Time of Vote: 6:08:29 PM

Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: N
Buford Peters voted: N
Robert Acuff voted: N
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: N
Danny Ward voted: N
Ross Garland voted: N
Bobbie Gouge-Dietz was absent
Timothy Holdren voted: N
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: N
Ray Lyons voted: Y
Scott Simerly voted: A
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

Passed (12 Y - 8 N - 2 A - 3 Absent)
Number of Abstain Votes: 2

Motion was made by Randall Jenkins, seconded by Nancy Brown, to accept today's agenda as revised. (Item # 2) Page 322.

Roll Call Vote as follows (Item # 2):

2. Vote Results for: Item No. 2
Time of Vote: 6:09:12 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: N
Buford Peters voted: Y
Robert Acuff voted: N
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: N
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: N
Danny Ward voted: N
Ross Garland voted: Y
Bobbie Gouge-Dietz was absent
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent

Larry Miller voted: Y
Sonja Culler voted: N
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

Passed (15 Y - 6 N - 1 A - 3 Absent)

Number of Abstain Votes: 1

Prayer was led by Commissioner Ray Lyons.

The pledge to the American Flag was led by Commissioner Ronnie Trivett.

Leader marked Bobbie Gouge-Dietz as present at: 6:11:59 PM

Recognition of Elected and Appointed Officials/Guests – Chairman Humphrey requested elected and appointed officials/guests stand and be recognized, thanking them for their service.

Public Comments – were voiced by the following on various issues.

Edward Jordan – Litter issues.

Joni Cannon – “Thank-You” Brad Johnson 3rd District Commissioner.

Michael Warren – Need for additional hotels.

David LeVeau – Tourism contract.

Presentation of Plaque-Commissioner Robert Gobble – Mayor Leon Humphrey, spoke of Mr. Gobble as a “selfless person,” and presented him with a plaque in recognition of his ten (10) years of service as a Carter County Commissioner. This was followed with a standing ovation.

Committee Report – Budget Committee (per amended agenda approval) – Sonja Culler, Chairwoman **Motion** was made by Sonja Culler, seconded by Cody McQueen, **to accept the donations totaling \$745.00 for the Animal Shelter. (Item # 3) Recorded on page 330**

Roll Call Vote as follows (Item # 3):

3. Vote Results for: Item No. 3

Time of Vote: 6:34:55 PM

Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y

Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

Passed (22 Y - 0 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Motion was made by Sonja Culler, seconded by Ronnie Trivett, to approve the Landfill Financial Assurance Document. (Item # 4) Recorded on pages 322-328.

Roll Call Vote as follows (Item # 4):

4. Vote Results for: Item No. 4
Time of Vote: 6:35:28 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

Passed (22 Y - 0 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Motion was made by Sonja Culler, seconded by Robert Acuff, to approve General Fund 101 Amendment # 6 for a total of \$41,426 with 10 items and \$1,000 coming from Fund Balance. Item # 5 (Recorded on pages) 329-330.

Roll Call Vote as follows (Item # 5):

5. Vote Results for: Item No. 5
Time of Vote: 6:36:04 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y

Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

Passed (22 Y - 0 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Motion was made by Sonja Culler, seconded by Nancy Brown, to approve Highway Fund 131 Amendment # 6 for a total of \$4,253.07 with 1 item and nothing coming from Fund Balance. (Item # 6) Recorded on page 331.

Roll Call Vote as follows (Item # 6):

6. Vote Results for: Item No. 6
Time of Vote: 6:36:39 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

Passed (22 Y - 0 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Motion was made by Sonja Culler, seconded by Bobbie Gouge-Dietz, to approve General Purpose School Fund 141 Amendment # 7 with 1 item for a total of \$55,000 with \$0 coming from General Purpose School Fund Balance. (Item # 7) Recorded on page 331.

Roll Call Vote as follows (Item #7):

7. Vote Results for: Item No. 7

Time of Vote: 6:37:16 PM

Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

Passed (22 Y - 0 N - 1 A - 2 Absent)

Number of Abstain Votes: 1

Chairwoman, Sonja Culler, invited Dr. Kevin Ward, Carter County Director of Schools, along with Board members, Rusty Barnett and Tony Garland, to the podium, They presented plans for classroom expansion at Central Elementary School. (See page 332 - 333)

A brief discussion followed.

Motion was made by Sonja Culler, seconded by Nancy Brown, to approve Item 1, in the amount of \$ 279,726.00 taken from School Fund Balance, to be used for Central Elementary 6 Classrooms Addition, as requested from Carter County Schools Director Dr. Kevin Ward, on the contingency of the board's approval on Thursday, February 18, 2016, and to allow Dr. Ward to use \$1,225,274.00 from the BEP - Capital Reserve. (Item # 8)

Roll Call Vote as follows (Item # 8):

8. Vote Results for: Item No. 8

Time of Vote: 7:03:30 PM

Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y

L.C. Tester voted: Y
 Danny Ward voted: Y
 Ross Garland voted: Y
 Bobbie Gouge-Dietz voted: Y
 Timothy Holdren voted: Y
 Randall Jenkins voted: Y
 John Lewis was absent
 Larry Miller voted: Y
 Sonja Culler voted: Y
 Ray Lyons voted: Y
 Scott Simerly voted: Y
 Robert Carroll voted: Y
 Vacant was absent
 Cody McQueen voted: Y

Passed (22 Y - 0 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Acceptance of Minutes from Previous Meeting

Motion was made by Ross Garland, seconded by Ronnie Trivett, to accept as presented with correction as requested, Page 182 deleting "had joined" changing to read "would have to join." (Item # 9)

Roll Call Vote as follows (Item # 9):

9. Vote Results for: Item No. 9
 Time of Vote: 7:07:03 PM
 Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
 Willie Campbell voted: Y
 Buford Peters voted: Y
 Robert Acuff voted: Y
 Nancy Brown voted: Y
 Mike Hill voted: Y
 Al Meehan voted: Y
 Bradley Johnson voted: Y
 Ronnie Trivett voted: Y
 Charles Von Cannon voted: Y
 Isaiah Grindstaff voted: Y
 L.C. Tester voted: Y
 Danny Ward voted: Y
 Ross Garland voted: Y
 Bobbie Gouge-Dietz voted: Y
 Timothy Holdren voted: Y
 Randall Jenkins voted: Y
 John Lewis was absent
 Larry Miller voted: Y
 Sonja Culler voted: Y
 Ray Lyons voted: Y
 Scott Simerly voted: Y
 Robert Carroll voted: Y
 Vacant was absent
 Cody McQueen voted: Y

Passed (22 Y - 0 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Notaries/Bonds

Motion was made by Sonja Culler, seconded by Isaiah Grindstaff, to approve the following Notaries/Bonds as presented. (Item # 10)

Michael Kenneth Freeman	Scottie Yoakley	Barbara Ballard
Carroll R. Brumitt	Valencia Greenwell	Kimberly McWherter

Cheryl Godfrey	Marsha Nidiffer	Linda Bowman
Lisa D. Rice	Nikki Campbell	Joshua A. Hardin
*****	Brandi Bradley	*****

Roll Call Vote as follows (Item # 10):

10. Vote Results for: Item No. 10
Time of Vote: 7:07:30 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y

Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

Passed (22 Y - 0 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Carter County Alert System Presentation – EMA Director Gary Smith was not present, therefore report was not presented.

Siam Utility District Appointment

Dwight Collins was appointed to a four (4) year term to the Board of Commissioners of the Siam Utility District. This was done under the TCA 7-82-307 and 308, guidelines and according to the list of nominees received February 17, 2016 by Mayor Humphrey. Therefore, Mayor Humphrey declared the appointment of Dwight Collins, term ending 02-21-2020, and requested the same be reflected by the Clerk in the minutes.

Hampton Utility District Appointment

Brian White was appointed to a four (4) year term to the Board of Commissioners of the Hampton Utility District. This was done under the TCA 7-82-307 and 308, guidelines and according to the list of nominees received February 17, 2016 by Mayor Humphrey. Therefore, Mayor Humphrey declared the appointment of Brian White, term ending 05-09-2020, and requested the same be reflected by the Clerk in the minutes.

Commissioner Cody McQueen was recognized by the Chairman and took the podium. He asked Joshua Hardin, County Attorney, "What is a quorum constitute in a twenty-three member body?" Attorney Hardin replied, "Twelve (12)."

Commissioner McQueen then addressed the Commission with concerns over the various versions and wording of the of contracts concerning Tourism and the Chamber.

Elizabethton/Carter County Chamber of Commerce-Contract for Tourism Promotion

Motion was made by Cody McQueen, seconded by Nancy Brown, to defer until next month, (Item # 15 on today's Agenda) any action being considered on the Elizabethton/Carter County Chamber of Commerce Contract for Tourism. (Item # 11)

Point of Information. Commissioner Al Meehan rose speaking against the motion on the floor, noting that Commissioner McQueen had made reference to the word, we, without explanation, concerning the Tourism contract.

Discussion followed noting that twelve (12) members needed to be present, per state law, to pass any vote presented. Also discussed was the process in which the contract (See pages 334 - 337) had been prepared and placed in the packets.

Chairman Humphrey, stated that for a point of clarification, and addressed Attorney, Joshua Hardin, asking him, "At any point in time, have I given you input as to this contract? Did I respond, and ask you, personally, to make changes to the contract that you have drafted, sir?"

Attorney Hardin replied, "No sir, you did not. I got a call from your office, from your assistant and Mr. McQueen, who was there, and that they had some input."

Chairman Humphrey continued, "I have not had any input, I've not reviewed it, the County Attorney asked me to review it, the contract, and I have not. I was in Nashville, sir."

Discussion continued with several voicing concerns with the tourism contract being presented.

Attorney Joshua Hardin stated that the contract was intended as a draft and changes could be made as the Commission directs. ~~Correction requested 3-21-16 to add - He also stated that it was his intentions to do, "things in the best interest of the County, as far as this contract is concerned."~~ *

Motion was restated by Chairman Humphrey, and followed by a roll call vote (Item # 11).
Roll Call Vote as follows (Item # 11):

11. Vote Results for: Item No. 11
Time of Vote: 7:54:50 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: N
Buford Peters voted: N
Robert Acuff voted: N
Nancy Brown voted: Y
Mike Hill voted: N
Al Meehan voted: N
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: N
L.C. Tester voted: N
Danny Ward voted: N
Ross Garland voted: N
Bobbie Gouge-Dietz voted: N
Timothy Holdren voted: N
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: N
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

Failed (10 Y - 12 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Motion was made by Ronnie Trivett, seconded by Ross Garland to **recess** for ten (10) minutes. By majority voice vote, meeting was recessed by Chairman Humphrey. Following the recess, the meeting was called **back to order**.

At this time video was shown of the January 2016 Commission meeting concerning directions given to the County Attorney in regards to the Tourism contract.

It was noted that the two (2) contracts which were presented for consideration were not part of the Agenda packet.

Motion was made by Timothy Holdren, seconded by Ronnie Trivett, to **mesh the two (2) contracts together, the Draft by Chamber Attorney, Sam LaPorte - Exhibit 3 and the Original draft by County Attorney, J. Hardin - Exhibit 1, and create a Tourism contract during tonight's meeting. (Item # 12)** See pages 338 - 343.

Roll Call Vote as follows (Item # 12):

12. Vote Results for: Item No. 12
Time of Vote: 8:06:26 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: N
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: N
Danny Ward voted: N
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y

Timothy Holdren voted: Y
Randall Jenkins voted: N
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: N
Vacant was absent
Cody McQueen voted: Y

Passed (17 Y - 5 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Chairman Humphrey instructed County Attorney, Joshua Hardin, to present contracts noting differences.

Motion was made by Cody McQueen, seconded by Isaiah Grindstaff to **accept as presented, Paragraph Item 2, from Original draft by County Attorney, J. Hardin, Exhibit 1, Contract for the Promotion and Development of Tourism in Carter County, Tennessee. (Item # 13)**
See page 341 - 342

Roll Call Vote as follows (Item # 13):

13. Vote Results for: Item No. 13
Time of Vote: 8:06:58 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: N
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: N
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

Passed (20 Y - 2 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Motion was made by Ronnie Trivett, seconded by Cody McQueen, to accept as presented,
Paragraph Item 3, from Original draft by County Attorney, J. Hardin, Exhibit 1, Contract
for the Promotion and Development of Tourism in Carter County, Tennessee. (Item # 14)
See page 342

Roll Call Vote as follows (Item # 14):

14. Vote Results for: Item No. 14
Time of Vote: 8:12:59 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: N
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y

Vacant was absent
Cody McQueen voted: Y

Passed (21 Y - 1 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Motion was made by Bobbie Gouge-Dietz, seconded by Sonja Culler, to accept Paragraph Item 4, from Original draft by County Attorney, J. Hardin, Exhibit 1 Contract for the Promotion and Development of Tourism in Carter County, Tennessee with additional wording added, "any other entity created by the County" as suggested on Draft by Chamber Attorney, Sam LaPorte, Exhibit 3 Contract for the Promotion and Development of Tourism in Carter County, Tennessee. (Item # 15) See page 342/339

Roll Call Vote as follows (Item # 15):

15. Vote Results for: Item No. 15
Time of Vote: 8:18:38 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: N
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

Passed (21 Y - 1 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Motion was made by Ronnie Trivett, seconded by Nancy Brown, to accept as presented, Paragraph Item 5, from Original draft by County Attorney, J. Hardin, Exhibit 1, Contract for the Promotion and Development of Tourism in Carter County, Tennessee. (Item # 16)
See page 342

Discussion followed concerning the audit and the terms of how it would be paid. It was noted that the Chamber is not an outside agency, but comes under a contracted service, concerning audit requirements.

A friendly amendment was made by Buford Peters, to add that the Chamber would be allowed to use monies from the Hotel/Motel funding to pay for audits. Also to add wording, "Cost of these requirements are hereby explicitly acknowledged by the County to be an integral part of, and included, in the definition of tourism in this Agreement."

The friendly amendment was accepted by Ronnie Trivett and Nancy Brown.

Roll Call Vote as follows (Item # 16):

16. Vote Results for: Item No. 16
Time of Vote: 8:33:29 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: N
Vacant was absent
Cody McQueen voted: N

Passed (20 Y - 2 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Motion was made by Al Meehan, seconded by Mike Hill, to accept as presented, Paragraph Item 6, from Draft by Chamber Attorney, Sam LaPorte, Exhibit 3, Contract for the Promotion and Development of Tourism in Carter County, Tennessee. (Item # 17)
See page 339- 340

Roll Call Vote as follows (Item #17):

17. Vote Results for: Item No. 17
Time of Vote: 8:40:40 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: N
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: N
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: N
John Lewis was absent

Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: N
Vacant was absent
Cody McQueen voted: Y

Passed (18 Y - 4 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Attorney, Joshua Hardin, spoke in reference to Paragraph Item 6, on Original draft by County Attorney, J. Hardin, Exhibit 1, and the differences (breach of contract and time to respond) with Paragraph Item 6, on draft by Chamber Attorney, Sam LaPorte, Exhibit 3, Contract for the Promotion and Development of Tourism in Carter County, Tennessee.

Motion was made by Bobbie Gouge-Dietz, seconded by Sonja Culler, to use Paragraph Item 6, on **Original draft by County Attorney, J. Hardin, Exhibit 1, using it as Paragraph Item 7, on the final draft of the Contract for the Promotion and Development of Tourism in Carter County, Tennessee. (Item # 18) See page 342 - 343.**

Roll Call Vote as follows (Item # 18):

18. Vote Results for: Item No. 18
Time of Vote: 8:42:51 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: N
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

Passed (21 Y - 1 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Motion was made by Sonja Culler, seconded buy Mike Hill, to accept as presented Paragraph Item 8, from Draft by Chamber Attorney, Sam LaPorte, Exhibit 3, Contract for the Promotion and Development of Tourism in Carter County, Tennessee. See Page 340.

Motion to amend, changing term to three (3) year contract, was made by Danny Ward, seconded by Mike Hill. (Item # 19) The amendment was accepted by Commissioner Sonja Culler, as presented.

Roll Call Vote as follows (Item # 19):

19. Vote Results for: Item No. 19
Time of Vote: 8:46:16 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: N
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: N
Charles Von Cannon voted: N
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: N
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: N
Randall Jenkins voted: N
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: N
Scott Simerly voted: Y
Robert Carroll voted: N
Vacant was absent
Cody McQueen voted: N

Passed (13 Y - 9 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Motion was made by Buford Peters, seconded by Sonja Culler, to accept as amended, with the change being a three (3) year term, Paragraph Item 8, Draft by Chamber Attorney, Sam LaPorte, Exhibit 3, Contract for the Promotion and Development of Tourism in Carter County, Tennessee. (Item # 20) See page 340.

Roll Call Vote as follows (Item # 20):

20. Vote Results for: Item No. 20
Time of Vote: 8:56:49 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: N
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: N
Charles Von Cannon voted: N
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: N
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: N
John Lewis was absent

Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: N
Robert Carroll voted: N
Vacant was absent
Cody McQueen voted: N

Passed (14 Y - 8 N - 1 A - 2 Absent)

Number of Abstain Votes: 1

County Attorney, Joshua Hardin, stated that Paragraph Item 8, Exhibit 1, and Paragraph Item 9, Exhibit 3, were the same, therefore accepting the same as Paragraph Item 9 in final Tourism Contract, required no action.

He also stated that Paragraph Item # 9, Exhibit 1, and Paragraph Item 10, Exhibit 3, were the same, therefore accepting the same, as Paragraph Item 10 in final Tourism Contract, required no action as well.

Motion was made by Randall Jenkins, seconded by Ronnie Trivett, to allow the Tourism Promotion Task Force Committee to amend the terms of the Tourism Contract.

During discussion it was noted that this would be out of the ordinary to allow changes in this manner.

Motion was withdrawn by Randall Jenkins--no vote taken.

County Attorney, Joshua Hardin, stated he was satisfied and understood the tourism contract with changes as requested and passed by the Commission. An additional recommendation made by Attorney Hardin, was concerning an annual audit, as this is a State requirement.

Attorney Hardin, also noted the Chamber would receive funding as soon as the contract was signed.

Motion was made by Sonja Culler, seconded by Danny Ward, to not require an audit from the Chamber at this time. However, require annual audits, for the fiscal year July 1 thru June 30. The first audit for 7-1-15 thru 6-30-16 is to be presented with the proposed budget recommendations during the October term of County Commission. (Item # 21)

Roll Call Vote as follows (Item # 21):

21. Vote Results for: Item No. 21
Time of Vote: 8:57:23 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y

Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: N
Vacant was absent
Cody McQueen voted: Y

Passed (21 Y - 1 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Attorney, Joshua Hardin, stated the contract would be drafted, as instructed, and submitted to Elizabethton/Carter County Chamber of Commerce and Attorney, Sam J. LaPorte, and if acceptable, the contract would be signed and Hotel/Motel funds released.

Motion was made by Bobbie Gouge-Dietz, seconded by Sonja Culler, to accept Contract for the Promotion and Development of Tourism in Carter County, Tennessee as amended and approved in this meeting, February 16, 2016. (Item # 22) Pages 344-346.

Roll Call Vote as follows (Item # 22):

22. Vote Results for: Item No. 22
Time of Vote: 8:58:43 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: N
Vacant was absent
Cody McQueen voted: Y

Passed (21 Y - 1 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

RESOLUTIONS

A. *Reaffirming Debt Management Policy of Carter County in Compliance with the Three Star Program Requirements*

Motion was made by Ronnie Trivett, seconded by Cody McQueen, to suspend the reading of the Resolution, "Reaffirming Debt Management Policy of Carter County in Compliance with the Three Star Program Requirements."

Chairman Humphrey called for a voice vote. By majority voice vote, all ayes, motion carried.

Discussion confirmed that this was a confirmation of the debt management policy of Carter County, a state requirement.

Motion was made by Charles VonCannon, seconded by Robert Carroll, to **adopt Resolution A, as presented,**

RESOLUTION No. 642

“RESOLUTION TO REAFFIRM THE DEBT MANAGEMENT POLICY OF CARTER COUNTY, TENNESSEE IN COMPLIANCE WITH THE THREE STAR PROGRAM REQUIREMENTS.” (Item # 23) Recorded on pages 347- 353

Roll Call Vote as follows (Item # 23):

23. Vote Results for: Item No. 23
Time of Vote: 9:01:52 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

Passed (22 Y - 0 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Committee Reports/Recommendations

Chairman Humphrey noted the Budget Committee Report had already been presented.

Financial Management Committee – Chairman, Ray Lyons. No recommendations.

Building & Grounds Committee – Chairman, Ray Lyons, upon recommendation from the Building and Grounds Committee, made a **motion**, seconded by Nancy Brown, to **place the memorial plaque, dated Oct. 12, 2013, at the Monument. (Item # 24) See page 354**

Committee Chairman Lyons, stated this had been approved by the full Commission, (See May 2014 Term) but the marker had not yet been placed.

Roll Call Vote as follows (Item # 24):

24. Vote Results for: Item No. 24
Time of Vote: 9:03:27 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote

Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester was absent
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

Passed (21 Y - 0 N - 1 A - 3 Absent)
Number of Abstain Votes: 1

Leader marked L.C. Tester as absent at: 9:03:06 PM

Education Committee – Chairman, Charles VonCannon, presented the report. No recommendations.

Health & Welfare Committee – Chairman, Timothy Holdren, presented the report noting a drug testing policy for all county employees would be discussed at the next committee meeting.

Emergency Management Systems Task Force Committee – Chairman, Robert Acuff, spoke about the goals and task of the committee.

Discussion followed.

During the February 2016 Commission meeting, Commissioners on the Task Force from each district were voted on and approved. However, other current membership and appointments were questioned, referring to the November 2015 Commission meeting.

Motion was made by Ronnie Trivett, seconded by Robert Carroll, to ad **James Hughes**, placing him on the **Emergency Management Systems Task Force Committee**. (Item # 25)

Discussion continued concerning the membership on the EMS Task Force.

Leader marked L.C. Tester as present at: 9:03:58 PM

Roll Call Vote as follows (Item # 25)

25. Vote Results for: Item No. 25
Time of Vote: 9:22:25 PM
Type of Vote: 50% Needed to Pass

*Leon Humphrey voted: Y
Willie Campbell voted: N
Buford Peters voted: N
Robert Acuff voted: N
Nancy Brown voted: Y
Mike Hill voted: N
Al Meehan voted: N

Bradley Johnson voted: N
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: N
L.C. Tester voted: N
Danny Ward voted: N
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: N
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: N
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

(*Clerks Note: Vote was a tie, therefore, the deciding vote was cast by Leon Humphrey.)
Passed (12 Y - 11 N - 0 A - 2 Absent)
Number of Abstain Votes: 0

Motion was made by Bobbie Gouge-Dietz, seconded by Mike Hill, to retain two (2) Commissioners as members of the Emergency Management Systems Task Force Committee. (Item # 26)

Roll Call Vote as follows (Item # 26):

26. Vote Results for: Item No. 26
Time of Vote: 9:24:47 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: N
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: N
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: N
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: N
Randall Jenkins voted: N
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: N
Scott Simerly voted: Y
Robert Carroll voted: N
Vacant was absent
Cody McQueen voted: Y

Passed (15 Y - 7 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Motion was made by Al Meehan, seconded by Bobbie Gouge-Dietz, to retain and keep the current Chairman, Robert Acuff, as the Emergency Management Systems Task Force Committee. (Item # 27)

Roll Call Vote as follows (Item # 27):

27. Vote Results for: Item No. 27
Time of Vote: 9:30:38 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: N
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: N
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: N
Scott Simerly voted: Y
Robert Carroll voted: N
Vacant was absent
Cody McQueen voted: Y

Passed (18 Y - 4 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Highway Committee – Chairman, Mike Hill, stated a Public Hearing would be held during the March meeting to consider the naming of a short section of Old Highway 143 in honor of Durwood Julian.

It was noted that Highway Superintendent, Roger Colbaugh, was unable to attend tonight's meeting due to death in the family.

Landfill Committee – Bobbie Gouge-Dietz - Chairwoman. No recommendation.

Law Enforcement Committee – Chairman – Cody McQueen. Thank-you was extended to all police officers and all law enforcement staff along with the staff of the Highway Department for keeping the roads and highways safe.

Nominating Committee – Chairman, Ronnie Trivett, informed the Commission that a letter of resignation had been received from Audit Committee member David Wortman, effective November 27, 2015, due to retirement.

Motion was made by Ronnie Trivett, seconded by L.C. Tester, to accept and allow Rai Lynn Anderson to be placed on the Audit Committee, replacing David Wortman. (Item # 28)

Roll Call Vote as follows (Item # 28):

28. Vote Results for: Item No. 28
Time of Vote: 9:32:54 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y

Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: Y

**Passed (22 Y - 0 N - 1 A - 2 Absent)
Number of Abstain Votes: 1**

Committee Chairman Trivett noted that two applications had been received to fill one opening in the third district, on the Parks and Recreation Board, those being, Mel McKay and Allen Rasnick.

Applicants were invited to the podium to speak. Mr. McKay spoke noting his qualifications. Allen Rasnick was absent.

Floor was opened by Chairman, Leon Humphrey, for nominations to the Parks and Recreation Board. Nomination was made by Sonja Culler, for Mel McKay to the Parks and Recreation Board. Nomination was made by Ronnie Trivett, for Allen Rasnick to the Parks and Recreation Board.

No other nominations were received, therefore the nominations ceased.

Chairman Humphrey called for a vote on the nominees with Commissioners voicing the name for whom they wish to vote for when called upon.

Voting for Mel McKay: Buford Peters, Willie Campbell, Robert Acuff, Mike Hill, Al Meehan, Bradley Johnson, Charles VonCannon, L.C. Tester, Isaiah Grindstaff, Danny Ward, Ross Garland, Timothy Holdren, Bobbie Gouge-Dietz, Randall Jenkins, Larry Miller, Ray Lyons, Sonja Culler, Scott Simerly, and Cody McQueen. (Mel McKay 19 Votes)

Voting for Allen Rasnick: Nancy Brown, Ronnie Trivett, and Robert Carroll. (Allen Rasnick 3 Votes)

Absent: John Lewis (1 Absent)

Mel McKay receiving nineteen (19) votes was appointed to the Parks and Recreation Board.

Audit Committee

Mayor, Leon Humphrey, informed the Commission of the resignation from David Wortman who has retired. It was also noted another member of the committee, Travis Holly, has moved out of the area, however no official notice has been received.

Parks & Recreation Committee – Randall Jenkins, County Liaison, encouraged everyone to view the website for Parks & Recreation.

Rules & By-Laws Committee – Randall Jenkins, Chairman, presented the following motion upon recommendation from the Financial Management Committee.

Motion was made by Randall Jenkins, seconded by Sonja Culler, to change Carter County Employee Handbook vacation policy to allow vacation days in excess of twenty (20) days to roll over to sick days. Phase in period ending one (1) year from today, February 16, 2016. (Item # 29)

Discussion followed. Commissioner, and County employee, L.C. Tester, stressed this was a "slap in the face" to employees of Carter County.

County Finance Director, Christ Byrd stated this was always a rule. However, in the past the Sheriff's Department had not followed this ruling. Ms. Byrd stated the changes would be beneficial for everyone, as the changes would allow excess of twenty (20) days vacation days to roll over and not be lost.

Amendment to the motion was made by Nancy Brown, to allow thirty (30) days to be accumulated before being turned over to sick days. Amendment was not accepted.

Amendment to the motion was made by Buford Peters, (upon recommendation from Joshua Hardin, County Attorney) to include a phase in period, of one (1) year, ending one (1) year from today, February 16, 2016. (Item #29)

The amendment to the motion was accepted by Randall Jenkins and Sonja Culler.

Let the record show that Commissioners Isaiah Grindstaff, Al Meehan, Bradley Johnson, and Willie Campbell, voiced the Disclaimer for Employees of Carter County Tennessee, before the vote was taken. L.C. Tester, did not read the disclaimer.

Roll Call Vote as follows (Item # 29):

29. Vote Results for: Item No. 29
Time of Vote: 10:11:35 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y

Buford Peters voted: Y
Robert Acuff voted: Y
Nancy Brown voted: Y
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: N
Ronnie Trivett voted: Y
Charles Von Cannon voted: Y
Isaiah Grindstaff voted: Y
L.C. Tester voted: N
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: Y
John Lewis was absent
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Vacant was absent
Cody McQueen voted: N

Passed (19 Y - 3 N - 1 A - 2 Absent)
Number of Abstain Votes: 1

Carter County Expenditure Budget Report for January 2016 was provided to Carter County Commissioners by Christa Byrd, Financial Director. Included in the report were the Account Numbers, Account Description, Budget Amounts, Budget Amendments, Amended Budgets, Month-to-day expenditures, Outstanding encumbrances and Unencumbered Balances.

County Attorney Report – Joshua Hardin, County Attorney

General Litigation update:

1. Litigation ongoing against PIC and CCT. Details can only be discussed in Attorney/Client executive session.
2. County was not named in any new litigation this month.

Other Work performed/ongoing:

1. Research completed this month and opinions rendered for various county offices and Commissioners as requested.
2. Circuit Court Clerk's Office – Review of collections contract; several meetings and other assistance provided with employment law matters.
3. Highway Department – Ongoing assistance with bond requirements/agreements with utility companies; responding to claim filed by outside utility company for damage to lines; abandoned county road issue; Cedar Grove Rd. resurfacing contract review; Dennis Cove bridge replacement MOA review.
4. Sheriff's Department – Research regarding fees for accident reports.
5. County Clerk's Office – Research regarding collection of archive fee.
6. Attended various committee meetings, ongoing work on updating rules and procedures of commission and county employee handbook.
7. Research conducted, multiple meetings attended and documentation reviewed related to economic development and/or ongoing PIC litigation.
8. Research completed and initial draft of tourism promotion contract with Chamber of Commerce.
9. Draft/edit of Debt Management Policy Resolution for this month's meeting.

Commissioner Comments

Commissioner Cody McQueen, spoke in regards to tourism issues.

Commissioner L.C. Tester, spoke on Carter County Tomorrow and Economic Development issues.

Motion was made by L.C. Tester, seconded by Danny Ward, **to dismiss the lawsuit with Carter County Tomorrow and have County Attorney, Joshua Hardin, draw up an order of dismissal. (Item # 30)**

A lengthy discussion followed concerning issues with Carter County Tomorrow and Economic Development.

Chairman, Leon Humphrey read an email from Ted Townsend, Chief of Staff for the Tennessee Department of Economic and Community Development, with regard to grant applications.

Chairman, Humphrey stated, "I, as County Mayor, cannot, and will not certify an application, making application for ECD money," due to violations, and being non-compliant.

Chairman Humphrey also stated, "The City of Watauga has also passed that Inter Local Agreement." "The City of Elizabethton has put us on their agenda, and so has the City of Johnson City."

Commissioner Tester stated, there is nothing that could not be "worked out." He encouraged everyone to work together to solve issues.

Commissioner Danny Ward requested of Chairman Humphrey the exact date that Carter County was not in compliant.

Chairman Humphrey replied, "Based on the report that we provided last time, it was very detailed and thorough. Based on our research, we were actually non-compliant when the Resolution was passed recognizing Carter County Tomorrow in August 2006." He went on to state the reason being, was that it did not include Johnson City, and the statutes are clear.

Chairman Humphrey stated the other major issue was in 2007. He stated the original Resolution made it clear, that at no point in time, did Carter County Tomorrow replace the existing Economic Development Board organization that was in place.

County Attorney, Joshua Hardin, stated in his opinion, the county and current board was non-compliant.

Chairman Humphrey went on to explain options and alternatives would be presented next month for consideration. This would be done in order to be in compliance and also make it possible to to apply for grants.

Commissioner, Danny Ward, requested of Chairman Humphrey, "for the record, "who determines when we are compliant or not?"

Chairman Humphrey replied, "We do, sir, the County Government." He went on to say that the County Commission, the County Government is the control authority.

Commissioner, Danny Ward, once again asked Chairman Humphrey to confirm the date that he was on the agenda in regards to the Inter Local Agreement, with the City of Elizabethton, and the City of Johnson City, and is it official?

Chairman Humphrey replied, "It is official, sir. March 10, for Elizabethton, and Mach 18th for Johnson City."

Commissioner Danny Ward stated, " and you're positive, for the record."

Chairman Humphrey replied, "That's the information that I have been given."

Commissioner Comments continued as follows.

Commissioner Sonja Culler, spoke in regard to how it was determined which outgoing Commissioners were recognized and received plaques.

Commissioner Timothy Holder, spoke in regards to Carter County Tomorrow and the need to try and rectify the situation to be in compliance.

Motion, as previously presented, was restated by Chairman Humphrey, who called for a roll call vote as follows (**Item # 30**).

Leader marked Larry Miller as absent at: 10:29:29 PM

Roll Call Vote as follows (Item # 30):

30. Vote Results for: Item No. 30
Time of Vote: 10:32:06 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: N
Buford Peters voted: N
Robert Acuff voted: N
Nancy Brown voted: N
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: N
Ronnie Trivett voted: N
Charles Von Cannon voted: N
Isaiah Grindstaff voted: N
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: N
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: N

Randall Jenkins voted: N
John Lewis was absent
Larry Miller was absent
Sonja Culler voted: Y
Ray Lyons voted: N
Scott Simerly voted: N
Robert Carroll voted: N
Vacant was absent
Cody McQueen voted: N

Failed (6 Y - 15 N - 1 A - 3 Absent)
Number of Abstain Votes: 1

Leader marked Bobbie Gouge-Dietz as absent at: 10:32:18 PM

Carter County Alert System Presentation – EMA Director, Gary Smith, was noted as just arriving at the meeting and was invited by Chairman Humphrey to speak. Mr. Smith noted the presentation would not be made tonight, however, he stated work was still being completed in regards to the mass notification alert system.

Commissioner Comments – continued.

Commissioner Charles VonCannon spoke and thanked former Commissioner, Robert Gobble, for being his friend, and for his work on the County Commission.

Commissioner, Bradley Johnson, spoke in regards to how Resolutions were presented for consideration.

Motion was made by Bradley Johnson, seconded by Sonja Culler, **to require that all Resolutions, prior to being placed on the agenda, would be presented by its originator, to the appropriate standing committee for review and approval and be presented to the Commission by the standing committee's Chairman/Chairperson.**

The only exception being a financial emergency, of which the Director of Finance and Chairman/Chairperson of the Financial Management Committees must approve.
(Item # 31)

Discussion followed. Chairman Humphrey stated, that currently all Resolutions are drafted by the County Attorney.

A friendly amendment was made by Cody McQueen, **to suspend this requirement for Special Called meetings.**

Amendment was not accepted by Bradley Johnson or Sonja Culler.

Roll Call Vote as follows (Item # 31):

31. Vote Results for: Item No. 31
Time of Vote: 10:51:29 PM
Type of Vote: 50% Needed to Pass

Leon Humphrey does not vote
Willie Campbell voted: Y
Buford Peters voted: N
Robert Acuff voted: Y
Nancy Brown voted: N
Mike Hill voted: Y
Al Meehan voted: Y
Bradley Johnson voted: Y
Ronnie Trivett voted: A
Charles Von Cannon voted: N
Isaiah Grindstaff voted: Y
L.C. Tester voted: Y
Danny Ward voted: Y
Ross Garland voted: Y

Bobbie Gouge-Dietz was absent
Timothy Holdren voted: N
Randall Jenkins voted: N
John Lewis was absent
Larry Miller was absent
Sonja Culler voted: Y
Ray Lyons voted: N
Scott Simerly voted: Y
Robert Carroll voted: N
Vacant was absent
Cody McQueen voted: Y

Passed (12 Y - 7 N - 2 A - 4 Absent)
Number of Abstain Votes: 2

Adjourn

Motion to adjourn was made by Sonja Culler, seconded by Randall Jenkins, and former Commissioner Robert Gobble, upon being recognized by Chairman Humphrey.

By majority voice vote, all ayes, **motion carried.**

Meeting Ended at: 10:51:56 PM

RECEIVED

FEB 10 2016

MARY BOUGH
COUNTY CLERK

Feb. 2, 2016

To Honorable Mayor of Carter Co., Leon Humphries and fellow commissioners,

Effective as of Friday 12, 2016, after around 10 years of serving the citizens of Carter Co. I am posting my resignation due to health reasons. I have felt honored to have served the people of the 8 district and past and present commissioners.

My hope and prayer is for the Carter Co. commissioners to continue to work for the people of Carter Co.

May God bless each and everyone of you, Carter Co. and the United States of America


Robert L. Gobble Sr.
Commissioner-8th district

AGENDA
CARTER COUNTY, TENNESSEE
Board of County Commissioners
REGULAR SESSION
Tuesday, February 16, 2016 at 6:00 PM

1. Call to Order
2. Courthouse-Emergency Egress Plan
3. Roll Call-County Clerk
4. Approval of Agenda
5. Opening Prayer
6. Pledge of Allegiance
7. Recognition of Elected and Appointed Officials/Guests
8. Public Comments
9. Presentation of Plaque-Commissioner Robert Gobble
10. Acceptance of Minutes from Previous Meeting
11. Notaries/Bonds
12. Carter County Alert System Presentation
13. Siam Utility District Appointment
14. Hampton Utility District Appointment
15. Elizabethton/Carter County Chamber of Commerce-Contract for Tourism Promotion
16. Resolutions
 - A. Reaffirming Debt Management Policy of Carter County in Compliance with the Three Star Program Requirements
17. Committee Reports/Recommendations
18. County Attorney Report
19. Commission Comments
20. Adjourn



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Financial Responsibility
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 10th Floor
Nashville, TN 37243
(615) 532-0851

December 29, 2015

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

The Honorable Leon Humphrey
Carter County Mayor
Courthouse, 801 East Elk Avenue
Elizabethton, Tennessee 37643

RE: Annual Inflation Adjustment of the financial assurance for the City of Elizabethton / Carter County Sanitary Landfill, Permit #SNL100000196 as required by the Regulations of the Division of Solid Waste Management.

Dear Mayor Alexander and Mayor Humphrey:

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

The staff of the Division of Financial Responsibility, utilizing data published by the U. S. Department of Commerce, has projected the inflation factor to be used for 2016 inflation adjustments as 1.20%. The amount of your financial assurance instrument(s) from the Year 2015 must be multiplied by 1.0120. 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. Department of Commerce during the year.

Effective immediately, any County or Municipal Contract 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). For example, if the inflation adjustment is \$4,000 in year one, \$5,000 in year two, and \$6,000 in year three, the amendment will be processed in year three when the total of adjustments exceeds \$10,000. 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) listed 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:

Mayor Alexander
 Mayor Humphrey
 City of Elizabethton/Carter County
 December 29, 2015
 Page 2

Inflation Adjustments REQUIRED for 2016

Facility Permit #:	Financial Instrument Type & No.:	Financial Instrument Anniversary Due Date:	Present Financial Amount of "On file" Assurance	Inflation Adjustment/Increase Required:	Inflation and Allowable Post-Closure Reduction:	Total "Required" Amount of Financial Assurance:
SNL100000186	Contract	01-31-16	\$ 2,260,825.00	\$	\$ 125,400.39	\$ 2,135,423.89

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the 2015 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) Any County and/or Municipal Contract in Lieu of Performance Bonds incurring an annual inflation adjustment shall not be processed by amendment until the amount of the adjustment equals or exceeds TEN THOUSAND DOLLARS (\$10,000.00).

Mayor Alexander, please note that the contract and blanks have been included in your packet. If you would be so kind as to review the contract and after your approval, sign and forward it to Mayor Humphrey for his signature and return of the same to this office.

If you have any questions, please call me at (615) 532-0848 or email me at james.marks@tn.gov. Please submit the inflation-adjusted financial instrument to the Division of Financial Responsibility at the address listed on the letterhead as indicated above.

Respectfully,

James Marks
 James Marks, ASA IV
 Municipal & County Contract Administrator
 Division of Financial Responsibility

CC: Rick Whitson, Manager of Solid Waste Management, Johnson City Field Office, TDEC
 Enclosure: Customer Information Spreadsheet

FINANCIAL RESPONSIBILITY CUSTOMER DATABASE				
DIVISION	Solid Waste Management			
(UST ONLY)	<table border="1"> <tr> <td>FUND PARTICIPANT ELIGIBILITY ASSUMED</td> <td>FUND PARTICIPANT NOT FUND ELIGIBLE</td> <td>NOT PARTICIPATING IN THE FUND</td> </tr> </table>	FUND PARTICIPANT ELIGIBILITY ASSUMED	FUND PARTICIPANT NOT FUND ELIGIBLE	NOT PARTICIPATING IN THE FUND
FUND PARTICIPANT ELIGIBILITY ASSUMED	FUND PARTICIPANT NOT FUND ELIGIBLE	NOT PARTICIPATING IN THE FUND		
OWNER/OPERATOR NAME	Elizabethton City of/Carter County			
ADDRESS	136 South Sycamore Elizabethton, TN 37643			
CONTACT PERSON	Mr. Curt Alexander			
TITLE	Mayor (City of Elizabethton, TN)			
TELEPHONE	(423) 547-6200			
FAX NUMBER	(423) 642-1510			
CORPORATE PARENT/OWNER	maria 423-642-1508			
EMAIL	Notice by Regular mail			
CONTACT PERSON				
TITLE				
TELEPHONE				
FAX NUMBER				
HW INSTALLATION ID (EPA)				
SOLID WASTE PERMIT	SNL100000186			
UST OWNER ID				
RADIOLOGICAL HEALTH PERMIT				
SUPERFUND PERMIT				
GEOLOGY (OIL & GAS) PERMIT				
WATER POLLUTION CONTROL (SURFACE MINING) PERMIT				

3/29/2012

1

12/29/2015

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# : SNL100000186

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 \$_____. 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

Year Following Closure (A)	Annual Inflation Factor (B)	Sum of Remaining Years of Post Closure (C)	Number of Years Remaining in Post Closure (D)	Approximate Yearly Reduction in Post Closure Costs (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 (A)	Formula B ²	Year (C)	Year (D)	=D*(E)	=C*(F)	=G*(F)	=G
2000	1.015						
2001	1.021	\$3,372,074.00	30	\$112,402.47	\$3,259,871.53	\$3,328,124.63	\$3,372,074.00
2002	1.022	\$3,328,124.63	29	\$114,762.92	\$3,213,361.71	\$3,284,055.67	\$3,328,124.63
2003	1.011	\$3,284,055.67	28	\$117,287.70	\$3,166,767.97	\$3,201,602.42	\$3,284,055.67
2004	1.017	\$3,201,602.42	27	\$118,577.87	\$3,083,024.55	\$3,135,435.97	\$3,201,602.42
2005	1.022	\$3,135,435.97	26	\$120,593.69	\$3,014,842.28	\$3,081,168.81	\$3,135,435.97
2006	1.027	\$3,081,168.81	25	\$123,246.75	\$2,957,922.05	\$3,037,785.95	\$3,081,168.81
2007	1.030	\$3,037,785.95	24	\$126,574.41	\$2,911,211.53	\$2,998,547.88	\$3,037,785.95
2008	1.027	\$2,998,547.88	23	\$130,371.65	\$2,868,176.23	\$2,945,616.99	\$2,998,547.88
2009	1.024	\$2,945,616.99	22	\$133,891.68	\$2,811,725.31	\$2,879,206.72	\$2,945,616.99
2010	1.012	\$2,879,206.72	21	\$137,105.08	\$2,742,101.64	\$2,775,006.86	\$2,879,206.72
2011	1.010	\$2,775,006.86	20	\$138,750.34	\$2,638,256.51	\$2,662,619.08	\$2,775,006.86
2012	1.024	\$2,662,619.08	19	\$140,137.85	\$2,522,481.23	\$2,583,020.78	\$2,662,619.08
2013	1.019	\$2,583,020.78	18	\$143,501.15	\$2,439,519.63	\$2,485,870.50	\$2,583,020.78
2014	1.015	\$2,485,870.50	17	\$146,227.68	\$2,339,642.82	\$2,374,737.47	\$2,485,870.50
2015	1.0165	\$2,374,737.47	16	\$148,421.09	\$2,226,318.37	\$2,260,824.28	\$2,374,737.47
2016	1.0120	\$2,260,824.28	15	\$150,721.62	\$2,110,102.66	\$2,135,423.89	\$2,260,824.28

3/26/2012

12/29/2015

Carter County
General Fund 101
Budget Amendment #6
16-Feb-16

Item #1	41120 Animal Registration		\$ 1,890.00	
	55120-399-81 Other Contracted Services	\$ 1,890.00		Increase

Reallocate funds received for spay/neuter services for January 2016.

Item #2	52100-207 Medical Insurance		\$ 3,000.00	
	52100-355 Travel	\$ 1,000.00		Increase
	52100-411 Data Processing Supplies	\$ 400.00		Increase
	52100-599 Other Charges	\$ 600.00		Increase
	52100-719 Office Equipment	\$ 1,000.00		Increase

Reallocate within the Finance Department Budget.

Item #3	34168 Reserved for Automation-Sheriff		\$ 3,133.00	
	54110-716 Law Enforcement Equipment	\$ 3,133.00		Increase

Allocate from reserve for purchase of investigative system.

Item #4	34990-36 Commissary Reserve		\$ 5,498.00	
	54110-716 Law Enforcement Equipment	\$ 5,498.00		Increase

Allocate from reserve for the purchase of law enforcement equipment.

Item #5	34990-34 Reserve from Securis		\$ 11,084.00	
	54110-716 Law Enforcement Equipment	\$ 11,084.00		Increase

Allocate from reserve for the purchase of law enforcement equipment.

Item #6	54110-425 Gasoline		12,500.00	
	54110-338 Vehicle Maintenance	12,500.00		Increase

Reallocate within Sheriff's Department Budget.

Item #7	54240-320 Dues and Memberships		\$ 135.00	
	54240-322 Evaluation and Testing	\$ 86.00		Increase
	54240-435 Office Supplies	\$ 221.00		Increase

Reallocate within Juvenile Services

Item #8			
53300-207 Medical Insurance		\$ 1,100.00	Decrease
53300-307 Communication	\$ 400.00		Increase
53300-320 Dues and Memberships	\$ 200.00		Increase
53300-355 Travel	\$ 1,000.00		Increase
53300-432 Library Books/Media		\$ 500.00	Decrease

Reallocate within General Sessions Court

Item #9			
39000 Unassigned Fund Balance		\$ 1,000.00	Decrease
52300-719 Office Equipment	\$ 1,000.00		Increase

Allocate from fund balance to Assessor's Office for sale of shape files that should have been reserved.

Item #10			
48610 Donations		\$ 1,500.00	Decrease
54210-335 Maintenance and Repair-Building	\$ 1,500.00		Increase

Allocate funds from Sheriff's Department Calendar for building maintenance and repair.

Total	\$ 41,426.00	\$ 41,426.00
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January 2016 Donations

Animal Shelter Donation- Jennifer Harrison	10.00
Animal Shelter Donation- Rhonda McBeth	10.00
Animal Shelter Donation- Sherry Townsend	10.00
Animal Shelter Donation- JoAnne Ames	25.00
Animal Shelter Donation- Allison Smith	15.00
Animal Shelter Donation- Harry Powell	5.00
Animal Shelter Donation- Timothy Holder	50.00
Animal Shelter Donation- Mark McCormick	100.00
Animal Shelter Donation- Kendrick Ruck	500.00
Animal Shelter Donation- Glenda Oliver	10.00
Animal Shelter Donation- Nicole Holden	10.00
January Total	\$ 745.00

Carter County
General Purpose School Fund 141
Budget Amendment #7
16-Feb-16

Item # 1	34770 Assigned for Transportation Equipment		\$ 55,000.00	Decrease
	72710-729 Transportation Equipment		\$ 55,000.00	Increase
Reallocate from reserve for purchase of trucks.				
		Total	\$ 55,000.00	\$ 55,000.00

Carter County
Highway Fund 131
Budget Amendment #3
16-Feb-16

Item #1	61000-359 Disposal Fees	\$ 68.07		Increase
	62000-499 Other Supplies and Materials	\$ 2,500.00		Increase
	65000-511 Vehicle and Equipment Insurance	\$ 685.00		Increase
	65000-599 Other Charges	\$ 3,000.00		Increase
	63100-412 Diesel Fuel		\$ 4,253.07	Decrease
Reallocate within the Highway Department.				
		Total	\$ 4,253.07	\$ 4,253.07

Central Elementary 6 Classroom Addition

1. \$1,430,000.00 – Base Bid
\$75,000.00 – Fee
\$1,505,000.00 Cost

\$1,505,000.00 – Cost
- \$1,225,274.00 – BEP Capital Reserve
\$279,726.00 – Fund Balance

Total= \$279,726.00

- 2.

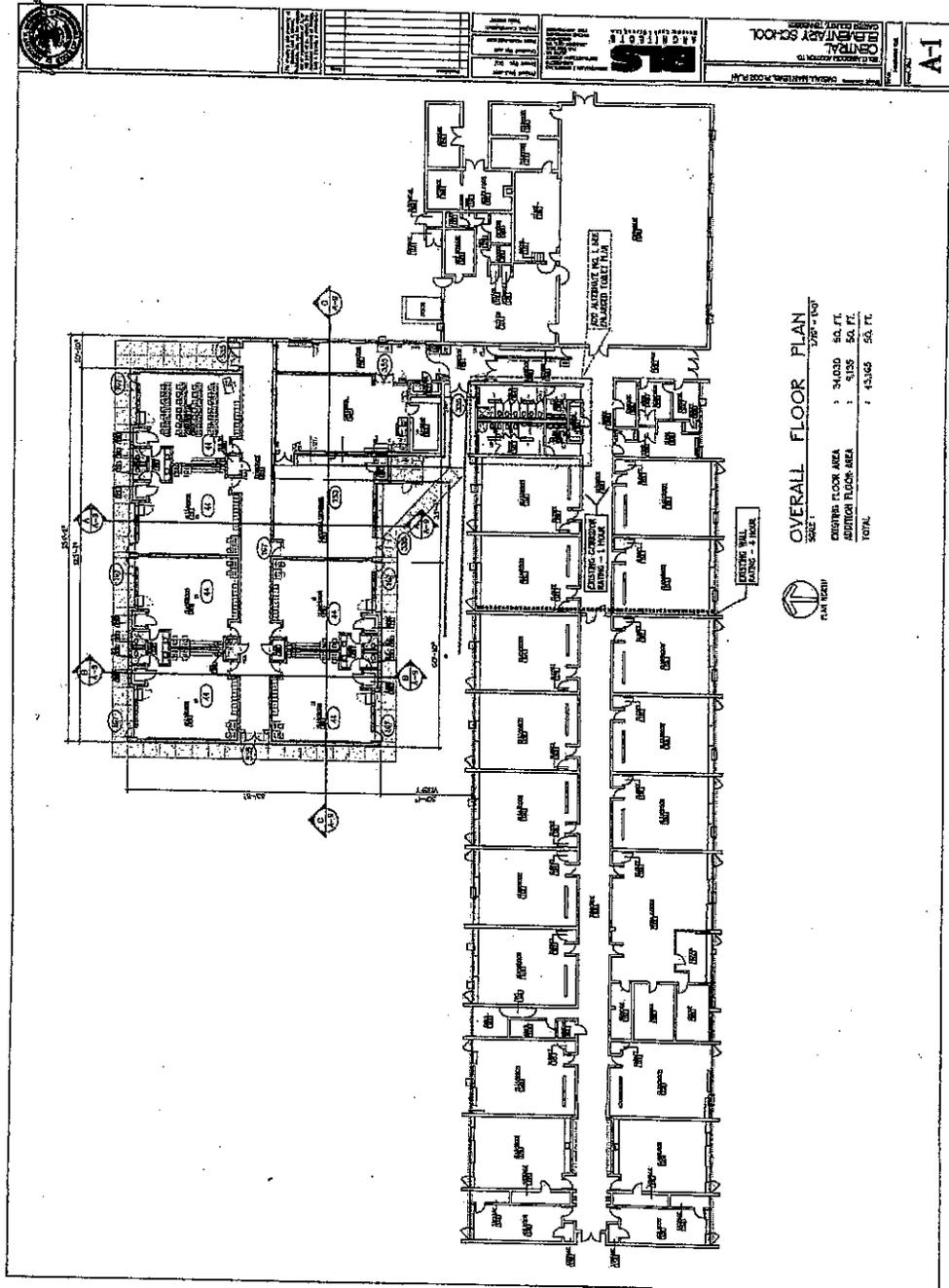
- A. \$8,500.00 Source: Building Improvements

Demo Old Concession Stand
Demo Old Modular

- B. \$18,000.00 Source: Building Improvements

Relocate modular to Keenburg from Central Elementary
solves problem for Keenburg 2016-2017 SY

- \$25,000.00 Source: Building Improvements
Site prep Keenburg Modular



**CONTRACT FOR THE PROMOTION AND DEVELOPMENT
OF TOURISM IN CARTER COUNTY, TENNESSEE**

THIS CONTRACT for the promotion and development of tourism in Carter County, Tennessee is made and entered into by and between CARTER COUNTY, a political subdivision of the State of Tennessee, by and through the approval of its legislative body, (hereinafter referred to as "County") and THE ELIZABETHTON/CARTER COUNTY CHAMBER OF COMMERCE, a non-profit corporation organized and existing under the laws of Tennessee acting by and through its duly authorized board of directors (hereinafter referred to as "Chamber").

WHEREAS, pursuant to the Private Acts of 1984, Chapter 186, the County is authorized to collect a privilege tax upon the privilege of occupancy in any hotel (as defined in said Private Act) within Carter County in an amount not to exceed five percent (5%) of the consideration charged by the operator which shall be collected by the operator and remitted to the County monthly; and

WHEREAS, pursuant to the provisions of said Private Act the County is authorized to retain in the general fund two percent (2%) of the total amount of taxes remitted by hotel operators each year or twelve thousand dollars (\$12,000.00) per annum, whichever is less; and

WHEREAS, pursuant to the provisions of said Private Act all other amounts collected via the privilege tax shall be deposited in a special tourism fund and expended only for tourism development and promotion, and the County shall contract with a suitable not-for-profit or civic organization for the promotion and development of tourism in Carter County who shall utilize said funds for that purpose; and

WHEREAS, the Chamber is a suitable non-profit corporation organized and existing under the laws of the State of Tennessee with which the County may contract for the purpose of promotion and development of tourism in Carter County; and

WHEREAS, the Chamber has agreed to accept the balance of the funds from the special tourism fund of the County collected each month via the hotel privilege tax and to expend said funds for the promotion and development of tourism in Carter County under the terms and conditions as set out in this document.

NOW THEREFORE, in consideration of the foregoing statements the parties hereto desire to formally set forth their agreement as follows:

1. The above recitations are a material part of the parties' agreement and are specifically incorporated herein.
2. For purposes of this Contract, "tourism" is defined as the planning and conducting of programs of information and publicity designed to attract tourists, visitors and other interested persons from outside the area to the County, and also encouraging and coordinating the efforts of other public and private organizations or groups of citizens to publicize the facilities and attractions of the County for

the same purposes. It also means the acquisition, construction, and remodeling of facilities useful in the attraction and promotion of tourists, conventions, and recreational business.

3. As consideration for this Contract, and for the promotion and development of tourism in Carter County as defined herein, the County agrees to disburse and pay to the Chamber the balance of all funds collected via the hotel privilege tax and deposited into the special tourism fund, after two percent (2%) of the total amount of taxes remitted by hotel operators each year or twelve thousand dollars (\$12,000.00) per annum, whichever is less, has been deducted from said amount and deposited into the general fund of the County. The balance of the funds shall be paid by the County to the Chamber in monthly installments pursuant to the policies and procedures of the Carter County Finance Department in effect at the time of payment, which may be amended from time to time.

4. As consideration for this Contract the Chamber shall actively promote and develop tourism in Carter County, as defined herein, through utilization of the facilities, services and programs it has traditionally provided. Furthermore, the Chamber agrees to explore additional and different methods, programs, opportunities, and partnerships which will promote and develop tourism in Carter County. The Chamber shall also appoint a representative to serve on the task force created by the County with the stated goal of incorporating new and different methods of tourism development and promotion in Carter County. The Chamber expressly agrees that it shall implement the recommendations of said task force to the fullest extent possible which may alter or amend some of the provisions of this contract. Should the Chamber fail to implement, or in good faith attempt to implement, the recommendations of the task force it will be considered a material breach of this Contract and the procedure set forth in paragraph 6 herein shall be triggered.

5. The funds submitted from the County shall only be utilized by the Chamber for the promotion and development of tourism as defined herein and for no other purposes. If the Chamber does not expend the entire amount of the funds it receives from the County during the fiscal budget year in which they are received it shall place the unused funds in a reserve account in its own name that shall only be utilized by the Chamber for the promotion and development of tourism in Carter County as defined herein. The Chamber shall be required to present a proposed budget to the full County Legislative Body each year during its regular October meeting. The Chamber shall also be required to file with the Carter County Clerk each year a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of an annual audit, a description of the program that serves the residents of the County, and the proposed use of the funds provided by the County. This requirement must be satisfied prior to the commencement of payments by County for the initial term of this Contract and annually thereafter. The Chamber expressly covenants and agrees that it will comply with all applicable state and federal laws in relation to the receipt, management, and expenditure of said funds, and furthermore, that it will take all necessary steps and use its best efforts to ensure that no portion of the funds are shared with or provided to any other public or private organization which is operating or suspected to be operating in violation of any state or federal law. A violation of any of the requirements of this paragraph by the Chamber shall be considered a material breach of this Contract.

6. In the event of an alleged breach of this Contract by the Chamber, the County shall provide written notice of such breach by certified mail, return receipt requested, to the registered agent of the Chamber or hand deliver the same to the Chamber Director, and require the appropriate

representative of the Chamber to appear before the County Legislative Body at its next regular meeting, or at a specially called meeting, to show cause why the Contract should not be terminated. At such meeting the Board of County Commissioners may elect to either immediately terminate the Contract or extend the time to allow the Chamber to cure the breach. In no event shall any extension of time granted or failure to take action by the County be construed as a waiver of the terms, conditions or covenants herein. In the event that litigation is necessary to enforce the terms of this Contract or due to the breach of or failure to perform any term or condition herein, the prevailing party in said litigation shall be entitled to recover reasonable attorney's fees and court costs in that action.

7. The term of this Contract shall be for one (1) year from the date of its final execution by both parties. However, the Contract shall automatically renew for successive one (1) year terms on the anniversary date of its execution absent written notice of either party's intent to terminate the Contract sent by certified mail, return receipt requested, to the other party or hand delivered to the Carter County Mayor or Chamber Director at least sixty (60) days prior to the expiration of the term in effect at the time.

8. This Contract shall be construed in accordance with and governed for all purposes by the laws of the State of Tennessee. The parties agree that the sole and exclusive venue for any and all disputes relating to or arising from this Contract shall be in the Chancery Court of Carter County Tennessee.

9. This instrument contains the entire agreement between the parties regarding operations, terms and conditions for the effective term described herein. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Contract may not be amended except by a subsequent modification in writing, signed by the parties hereto. However, any amendments or modifications to this Contract that may be required based on the recommendations of the County task force discussed herein are specifically bargained for in this Contract and if the amended or modified terms are not accepted by the Chamber then the procedure detailed in Paragraph 6 herein shall be triggered and this Contract may be terminated by County. Such a termination shall not be considered a breach of any duty by the County.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed, this Contract on the date indicated below.

CARTER COUNTY, TENNESSEE

Leon Humphrey
Mayor & Board of County Commissioners
Chairman

Date

Finance Director
Christa Byrd

Date

Attest:

Approved as to Form:

Mary Gouge
County Clerk

Joshua A. Hardin
County Attorney

THE ELIZABETHTON/CARTER COUNTY CHAMBER OF COMMERCE

Ken Markland
President, Board of Directors

Date

Tonya Stevens
Chamber Director

Date

Attest:

Approved as to Form:

Secretary

Sam J. LaPorte
Board Attorney

**(DRAFT by Chamber attorney Sam La Porte) Exhibit 3
CONTRACT FOR THE PROMOTION AND DEVELOPMENT
OF TOURISM IN CARTER COUNTY, TENNESSEE**

THIS CONTRACT, for the promotion and development of tourism in Carter County, Tennessee, is hereby made and entered into by and between CARTER COUNTY, TN, a subdivision of the State of Tennessee, by and through the approval of its legislative body, (hereinafter referred to as "County") and THE ELIZABETHTON/CARTER COUNTY CHAMBER OF COMMERCE, a non-profit corporation organized and existing under the laws of Tennessee, acting by and through its duly authorized board of directors (hereinafter referred to as "Chamber").

WHEREAS, pursuant to the Private Acts of 1984, Chapter 186, the County is authorized to collect a privilege tax upon the privilege of occupancy in any hotel (as defined in said Private Act) within Carter County in an amount not to exceed five percent (5%) of the consideration charged by the operator which shall be collected by the operator and remitted to the County monthly; and,

WHEREAS, pursuant to the provisions of said Private Act the County is authorized to retain in the general fund two percent (2%) of the total amount of taxes remitted by hotel operators each year or twelve thousand dollars (\$12,000.00) per annum, whichever is less; and,

WHEREAS, pursuant to the provisions of said Private Act all other amounts collected via the privilege tax shall be deposited in a special tourism fund and expended only for tourism development and promotion and the County shall contract with a suitable not-for-profit or civic organization for the promotion and development of tourism in Carter County who shall utilize said fund for that purpose; and,

WHEREAS, the Chamber is a suitable non-profit corporation organized and existing under the laws of the State of Tennessee with which the County may contract for the purpose of promotion and development of tourism in Carter County; and,

WHEREAS, the Chamber has agreed to accept the balance of the funds from the special tourism fund of the County collected each month via the hotel privilege tax and to expend said funds for the promotion and development of tourism in Carter County under the terms and conditions as set out in this document.

NOW, THEREFORE, in consideration of the foregoing statements, the parties hereto formally set forth their agreement as follows:

1. The above recitations are a material part of the parties' agreement and are specifically incorporated herein.
2. For purposes of this Contract, "tourism" is defined as the planning, promotion and conducting of programs of information and publicity and activities related thereto designed to attract tourists, visitors and other interested persons from outside the area to the County and also encouraging and coordinating the efforts of other public and private organizations or groups of citizens to publicize the facilities and attractions of the County for the same or similar purposes. It shall include the acquisition, construction, and remodeling of facilities useful in the attraction and promotion of tourists, conventions, and recreational business and the employment of individuals and entities to effect the promotion of tourism.

3. As consideration for this Contract, and for the promotion and development of tourism in Carter County as defined herein, the County agrees to disburse and pay to the Chamber the balance of all funds collected via the hotel privilege tax and deposited into the special tourism fund, after two percent (2%) of the total amount of taxes remitted by hotel operators each year or twelve thousand dollars (\$12,000.00) per annum, whichever is less, has been deducted from said amount and deposited into the general fund of the County. The County shall withhold only the 2% of funds remitted to its general fund each time it receives funds unless the Chamber agrees in writing otherwise. The balance of the funds shall be paid by the County to the Chamber in monthly installments within thirty (30) days of collection of the funds by the County and pursuant to the policies and procedures of the Carter County Finance Department in effect at the time of payment, as the same may be amended from time to time. If at the end of each annual accounting period there is a surplus or deficit owed from one party to the other, the party owing any of those said amounts shall promptly provide the other party all sums owed.

4. The Chamber shall actively promote and develop tourism in Carter County, as defined herein, through utilization of the facilities, services and programs it has traditionally provided. Furthermore, the Chamber agrees to explore additional and different methods, programs, opportunities, and partnerships which will promote and develop tourism in Carter County. The Chamber shall appoint a representative to serve on the task force, or any other entity created by the County, with the stated goal of utilization of new and different methods of tourism and development in Carter County.

5. The funds submitted from the County shall be utilized by the Chamber only for the promotion and development of tourism as defined herein and for no other purposes. A tourism account shall be maintained by the Chamber and all funds received from the County during the fiscal budget year shall be deposited in such account. In the event the entire amount of the funds received from the County are not expended in the year received, those funds shall be retained in the tourism account and shall only be utilized by the Chamber for the promotion and development of tourism in Carter County as herein defined. The Chamber shall present a proposed budget to the full County Legislative Body each year during its regular October meeting, or as requested by the County. The Chamber shall also file with the County Clerk each year a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of an annual audit, a description of the programs that serve the residents of the County, and the proposed use of the funds provided by the County. Costs of these requirements are hereby explicitly acknowledged by the County to be an integral part of, and included in the definition of, tourism in this Agreement. The Chamber expressly covenants and agrees that it will comply with all applicable state and federal laws in relation to the receipt, management, and expenditure of said funds and that it will take all necessary steps and use its best efforts to ensure that no portion of the funds are shared with or provided to any other public or private organization which is operating in violation of any state or federal law. A violation of any of the requirements of this paragraph by the Chamber shall be considered a material breach of this Contract.

6. In the event of an alleged breach of this contract by the County, the Chamber shall provide written notice of such breach by certified mail, return receipt requested, to the County Mayor and the County shall be given thirty (30) days in which to cure the breach. In no event shall any extension of time granted or failure to take action by the Chamber be construed as a waiver of the terms, conditions or covenants herein. In the event that litigation is necessary to enforce the terms of this Contract due to

the breach or failure to perform any term or condition herein, the prevailing party in said litigation shall be entitled to recover reasonable attorney's fees and court costs from the other party in that action.

7. In the event of an alleged breach of this Contract by the Chamber, the County shall provide written notice of such breach by certified mail, return receipt requested, to the registered agent of the Chamber, or the Chamber Director, and require the appropriate representative of the Chamber to appear before the County Legislative Body at its next regular meeting, or at a specially called meeting, to show cause why this Contract should not be terminated. At such meeting the Board of County Commissioners the Chamber shall be given thirty (30) days in which to cure the breach. In no event shall any extension of time granted or failure to take action by the County be construed as a waiver of the terms, conditions or covenants herein. In the event that litigation is necessary to enforce the terms of this Contract due to the breach or failure to perform any term or condition herein, the prevailing party in said litigation shall be entitled to recover reasonable attorney's fees and court costs from the other party in that action.

8. The term of this Contract shall be for two (2) years from the date of its final execution by both parties. The Contract shall automatically renew for successive two (2) year terms on the anniversary date of its execution absent written notice of either party's intent to terminate the Contract sent by certified mail, return receipt requested, to the other party delivered to the Carter County Mayor or the Chamber Director at least sixty (60) days prior to the expiration of the term in effect at the time.

9. This Contract shall be construed in accordance with and governed for all purposes by the laws of the State of Tennessee. The parties agree that the sole and exclusive venue for any and all disputes relating to or arising from this Contract shall be in the Chancery Court of Carter County, Tennessee.

10. This instrument contains the entire agreement between the parties regarding operations, terms and conditions for the effective term described herein. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Contract may not be amended except by a subsequent modification in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed, this Contract on the date indicated below.

CARTER COUNTY, TENNESSEE

Leon Humphrey
Mayor & Board of County Commission
Chairman

Date

Christa Byrd
Finance Director

Date

(Original draft by County Attorney J. Hardin Exhibit 1)
**CONTRACT FOR THE PROMOTION AND DEVELOPMENT
OF TOURISM IN CARTER COUNTY, TENNESSEE**

THIS CONTRACT for the promotion and development of tourism in Carter County, Tennessee is made and entered into by and between CARTER COUNTY, a political subdivision of the State of Tennessee, by and through the approval of its legislative body, (hereinafter referred to as "County") and THE ELIZABETHTON/CARTER COUNTY CHAMBER OF COMMERCE, a non-profit corporation organized and existing under the laws of Tennessee acting by and through its duly authorized board of directors (hereinafter referred to as "Chamber").

WHEREAS, pursuant to the Private Acts of 1984, Chapter 186, the County is authorized to collect a privilege tax upon the privilege of occupancy in any hotel (as defined in said Private Act) within Carter County in an amount not to exceed five percent (5%) of the consideration charged by the operator which shall be collected by the operator and remitted to the County monthly; and

WHEREAS, pursuant to the provisions of said Private Act the County is authorized to retain in the general fund two percent (2%) of the total amount of taxes remitted by hotel operators each year or twelve thousand dollars (\$12,000.00) per annum, whichever is less; and

WHEREAS, pursuant to the provisions of said Private Act all other amounts collected via the privilege tax shall be deposited in a special tourism fund and expended only for tourism development and promotion, and the County shall contract with a suitable not-for-profit or civic organization for the promotion and development of tourism in Carter County who shall utilize said funds for that purpose; and

WHEREAS, the Chamber is a suitable non-profit corporation organized and existing under the laws of the State of Tennessee with which the County may contract for the purpose of promotion and development of tourism in Carter County; and

WHEREAS, the Chamber has agreed to accept the balance of the funds from the special tourism fund of the County collected each month via the hotel privilege tax and to expend said funds for the promotion and development of tourism in Carter County under the terms and conditions as set out in this document.

NOW THEREFORE, in consideration of the foregoing statements the parties hereto desire to formally set forth their agreement as follows:

1. The above recitations are a material part of the parties' agreement and are specifically incorporated herein.
2. For purposes of this Contract, tourism is defined as the planning and conducting of programs of information and publicity designed to attract tourists, visitors and other interested persons from outside the area to the County, and also encouraging and coordinating the efforts of other public and private

organizations or groups of citizens to publicize the facilities and attractions of the County for the same purposes. It also means the acquisition, construction, and remodeling of facilities useful in the attraction and promotion of tourists, conventions, and recreational business.

3. As consideration for this Contract, and for the promotion and development of tourism in Carter County as defined herein, the County agrees to disburse and pay to the Chamber the balance of all funds collected via the hotel privilege tax and deposited into the special tourism fund, after two percent (2%) of the total amount of taxes remitted by hotel operators each year or twelve thousand dollars (\$12,000.00) per annum, whichever is less, has been deducted from said amount and deposited into the general fund of the County. The balance of the funds shall be paid by the County to the Chamber in monthly installments pursuant to the policies and procedures of the Carter County Finance Department in effect at the time of payment, which may be amended from time to time.

4. As consideration for this Contract the Chamber shall actively promote and develop tourism in Carter County, as defined herein, through utilization of the facilities, services and programs it has traditionally provided. Furthermore, the Chamber agrees to explore additional and different methods, programs, opportunities, and partnerships which will promote and develop tourism in Carter County. The Chamber shall also appoint a representative to serve on the task force created by the County with the stated goal of incorporating new and different methods of tourism development and promotion in Carter County.

5. The funds submitted from the County shall only be utilized by the Chamber for the promotion and development of tourism as defined herein and for no other purposes. If the Chamber does not expend the entire amount of the funds it receives from the County during the fiscal budget year in which they are received it shall place the unused funds in a reserve account in its own name that shall only be utilized by the Chamber for the promotion and development of tourism in Carter County as defined herein. The Chamber shall be required to present a proposed budget to the full County Legislative Body each year during its regular October meeting. The Chamber shall also be required to file with the Carter County Clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of an annual audit, a description of the program that serves the residents of the County, and the proposed use of the funds provided by the County. The Chamber expressly covenants and agrees that it will comply with all applicable state and federal laws in relation to the receipt, management, and expenditure of said funds, and furthermore, that it will take all necessary steps and use its best efforts to ensure that no portion of the funds are shared with or provided to any other public or private organization which is operating or suspected to be operating in violation of any state or federal law. A violation of any of the requirements of this paragraph by the Chamber shall be considered a material breach of this Contract.

6. In the event of an alleged breach of this Contract by the Chamber, the County shall provide written notice of such breach by certified mail, return receipt requested, to the registered agent of the Chamber or hand deliver the same to the Chamber Director, and require the appropriate representative of the Chamber to appear before the County Legislative Body at its next regular meeting, or at a specially called meeting, to show cause why the Contract should not be terminated. At such meeting the Board of County Commissioners may elect to either immediately terminate the Contract or extend the time to allow the

Chamber to cure the breach. In no event shall any extension of time granted or failure to take action by the County be construed as a waiver of the terms, conditions or covenants herein. In the event that litigation is necessary to enforce the terms of this Contract or due to the breach of or failure to perform any term or condition herein, the prevailing party in said litigation shall be entitled to recover reasonable attorney's fees and court costs in that action.

7. The term of this Contract shall be for one (1) year from the date of its final execution by both parties. However, the Contract shall automatically renew for successive one (1) year terms on the anniversary date of its execution absent written notice of either party's intent to terminate the Contract sent by certified mail, return receipt requested, to the other party or hand delivered to the Carter County Mayor or Chamber Director at least sixty (60) days prior to the expiration of the term in effect at the time.

8. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Tennessee. The parties agree that the sole and exclusive venue for any and all disputes relating to or arising from this Contract shall be in the Chancery Court of Carter County Tennessee.

9. This instrument contains the entire agreement between the parties regarding operations, terms and conditions for the effective term described herein. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Contract may not be amended except by a subsequent modification in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed, this Contract on this the _____ day of _____, 2016.

CARTER COUNTY, TENNESSEE

Leon Humphrey
Mayor

Christa Byrd
Finance Director

Attest:

Approved as to Form:

**CONTRACT FOR THE PROMOTION AND DEVELOPMENT
OF TOURISM IN CARTER COUNTY, TENNESSEE**

THIS CONTRACT for the promotion and development of tourism in Carter County, Tennessee is made and entered into by and between CARTER COUNTY, a political subdivision of the State of Tennessee, by and through the approval of its legislative body, (hereinafter referred to as "County") and THE ELIZABETHTON/CARTER COUNTY CHAMBER OF COMMERCE, a non-profit corporation organized and existing under the laws of Tennessee acting by and through its duly authorized board of directors (hereinafter referred to as "Chamber").

WHEREAS, pursuant to the Private Acts of 1984, Chapter 186, the County is authorized to collect a privilege tax upon the privilege of occupancy in any hotel (as defined in said Private Act) within Carter County in an amount not to exceed five percent (5%) of the consideration charged by the operator which shall be collected by the operator and remitted to the County monthly; and

WHEREAS, pursuant to the provisions of said Private Act the County is authorized to retain in the general fund two percent (2%) of the total amount of taxes remitted by hotel operators each year or twelve thousand dollars (\$12,000.00) per annum, whichever is less; and

WHEREAS, pursuant to the provisions of said Private Act all other amounts collected via the privilege tax shall be deposited in a special tourism fund and expended only for tourism development and promotion, and the County shall contract with a suitable not-for-profit or civic organization for the promotion and development of tourism in Carter County who shall utilize said funds for that purpose; and

WHEREAS, the Chamber is a suitable non-profit corporation organized and existing under the laws of the State of Tennessee with which the County may contract for the purpose of promotion and development of tourism in Carter County; and

WHEREAS, the Chamber has agreed to accept the balance of the funds from the special tourism fund of the County collected each month via the hotel privilege tax and to expend said funds for the promotion and development of tourism in Carter County under the terms and conditions as set out in this document.

NOW THEREFORE, in consideration of the foregoing statements the parties hereto desire to formally set forth their agreement as follows:

1. The above recitations are a material part of the parties' agreement and are specifically incorporated herein.
2. For purposes of this Contract, tourism is defined as the planning and conducting of programs of information and publicity designed to attract tourists, visitors and other interested persons from outside the area to the County, and also encouraging and coordinating the efforts of other public and private organizations or groups of citizens to publicize the facilities and attractions of the County for

the same purposes. It also means the acquisition, construction, and remodeling of facilities useful in the attraction and promotion of tourists, conventions, and recreational business.

3. As consideration for this Contract, and for the promotion and development of tourism in Carter County as defined herein, the County agrees to disburse and pay to the Chamber the balance of all funds collected via the hotel privilege tax and deposited into the special tourism fund, after two percent (2%) of the total amount of taxes remitted by hotel operators each year or twelve thousand dollars (\$12,000.00) per annum, whichever is less, has been deducted from said amount and deposited into the general fund of the County. The balance of the funds shall be paid by the County to the Chamber in monthly installments pursuant to the policies and procedures of the Carter County Finance Department in effect at the time of payment, which may be amended from time to time.

4. As consideration for this Contract the Chamber shall actively promote and develop tourism in Carter County, as defined herein, through utilization of the facilities, services and programs it has traditionally provided. Furthermore, the Chamber agrees to explore additional and different methods, programs, opportunities, and partnerships which will promote and develop tourism in Carter County. The Chamber shall appoint a representative to serve on the task force, or any other entity created by the County, with the stated goal of utilization of new and different methods of tourism development in Carter County.

5. The funds submitted from the County shall only be utilized by the Chamber for the promotion and development of tourism as defined herein and for no other purposes. A tourism account shall be maintained by the Chamber and all funds received from the County in a fiscal budget year shall be deposited in said account. If the Chamber does not expend the entire amount of the funds it receives from the County during the year in which they are received, the funds shall be retained in the tourism account in the name of the Chamber as reserve funds and shall only be utilized by the Chamber for the promotion and development of tourism in Carter County as defined herein. The Chamber shall be required to present a proposed budget to the full County Legislative Body each year during its regular October meeting. The Chamber shall also be required to file with the Carter County Clerk, in October of each year, a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of an annual audit, a description of the program that serves the residents of the County, and the proposed use of the funds provided by the County. Costs of these requirements are hereby explicitly acknowledged by the County to be an integral part of, and included in the definition of, tourism in this Contract. The Chamber expressly covenants and agrees that it will comply with all applicable state and federal laws in relation to the receipt, management, and expenditure of said funds, and furthermore, that it will take all necessary steps and use its best efforts to ensure that no portion of the funds are shared with or provided to any other public or private organization which is operating or reasonably suspected to be operating in violation of any state or federal law. A violation of any of the requirements of this paragraph by the Chamber shall be considered a material breach of this Contract.

6. In the event of an alleged breach of this Contract by the County, the Chamber shall provide written notice of such breach by certified mail, return receipt requested, to the County Mayor and the County shall be given thirty (30) days from the date of receipt in which to cure the breach. In no event shall any extension of time granted or failure to take action by the Chamber be construed as a waiver of the terms, conditions or covenants herein. In the event that litigation is necessary to enforce the terms of this Contract or due to the breach of or failure to perform any term or condition herein, the

prevailing party in said litigation shall be entitled to recover reasonable attorney's fees and court costs from the other party in that action.

7. In the event of an alleged breach of this Contract by the Chamber, the County shall provide written notice of such breach by certified mail, return receipt requested, to the registered agent of the Chamber or to the Chamber Director, and require the appropriate representative of the Chamber to appear before the County Legislative Body at its next regular meeting, or at a specially called meeting, to show cause why the Contract should not be terminated. At such meeting the Board of County Commissioners may elect to either immediately terminate the Contract if the alleged breach has not been cured or allow the Chamber additional time to cure the breach. In no event shall any extension of time granted or failure to take action by the County be construed as a waiver of the terms, conditions or covenants herein. In the event that litigation is necessary to enforce the terms of this Contract or due to the breach of or failure to perform any term or condition herein, the prevailing party in said litigation shall be entitled to recover reasonable attorney's fees and court costs from the other party in that action.

8. The term of this Contract shall be for three (3) years from the date of its final execution by both parties. The Contract shall automatically renew for successive three (3) year terms on the anniversary date of its execution absent written notice of either party's intent to terminate the Contract sent by certified mail, return receipt requested, to the other party delivered to the Carter County Mayor or Chamber Director at least sixty (60) days prior to the expiration of the term in effect at the time.

9. This Contract shall be construed in accordance with and governed for all purposes by the laws of the State of Tennessee. The parties agree that the sole and exclusive venue for any and all disputes relating to or arising from this Contract shall be in the Chancery Court of Carter County, Tennessee.

10. This instrument contains the entire agreement between the parties regarding operations, terms and conditions for the effective term described herein. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Contract may not be amended except by a subsequent modification in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed, this Contract on the date indicated below.

CARTER COUNTY, TENNESSEE

Leon Humphrey
Mayor & Board of County Commissioners
Chairman

Date

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, TUESDAY, FEBRUARY 16, 2016

RESOLUTION NO. 642

"RESOLUTION TO REAFFIRM THE DEBT MANAGEMENT POLICY OF CARTER COUNTY,
TENNESSEE IN COMPLIANCE WITH THE THREE STAR PROGRAM REQUIREMENTS"

WHEREAS, the Three Star Program was developed to meet the needs and challenges of the evolving economic environment in urban and rural communities and to partner with communities to create opportunities for sustained economic growth; and

WHEREAS, communities seeking certification as a Three Star community must meet certain criteria, including the adoption of a Debt Management Policy and the periodic review of the same to ensure that local elected officials are aware and knowledgeable of the county's debt management policy; and

WHEREAS, Tennessee Code Annotated, Section 9-21-151(b)(1), authorizes the State Funding Board to develop model financial transaction policies for local governments and local government instrumentalities; and

WHEREAS, the State Funding Board has adopted a statement on debt management and has directed local governments and governmental entities that borrow money to draft their own debt management policies with certain mandatory provisions; and

WHEREAS, the Carter County Legislative Body adopted a debt management policy in 2011 which includes the mandatory provisions required by the State Funding Board and is currently on file with the Comptroller of the Treasury Office; and

WHEREAS, the current Board of County Commissioners must acknowledge their review of said debt management policy so that the County Mayor may send a fiscal strength and efficient government confirmation letter to the appropriate officials to ensure continued compliance with the Three Star Program.

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 February, 2016, with a lawful quorum of said Board being present and with a majority voting in the affirmative as follows:

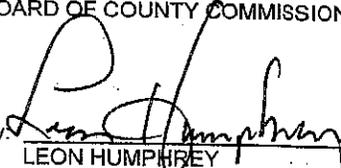
1. That the Board of County Commissioners for Carter County, Tennessee hereby acknowledge that the Debt Management Policy of Carter County Tennessee has been reviewed and an opportunity for discussion was presented in this official meeting of the Board of County Commissioners.
2. That said Debt Management Policy is an all respects approved and reaffirmed.
3. That the County Mayor shall forward a fiscal strength and efficient government confirmation letter to the appropriate officials to ensure continued compliance with the Three Star Program.

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

Adopted this 16th day of February, 2016.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: 

LEON HUMPHREY
CARTER COUNTY MAYOR &
BOARD OF COUNTY COMMISSIONERS CHAIRMAN

ATTEST:


MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:


JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

Debt Management Policy

I. Goals and Mission

The purpose of the Carter County Debt Management Policy is to provide management with a template for guidelines and direction to assist in making sound debt management decisions. It will further demonstrate strong management practices for our county citizens, outside investors, and credit agencies.

II. Legal Requirements

Pursuant to TCA Section 9-21-151(b) (1), the State Funding Board is authorized to develop model financial transaction policies for the State, State Agencies, local governments, and local government instrumentalities. The State Funding Board on December 15, 2010, adopted a statement on debt management that reflects four principles for strong financial management in the public sector:

1. Understand the transaction.
2. Explain to citizens what is being considered.
3. Avoid conflicts of interest.
4. Disclose costs and risks.

This policy is drafted as part of the said requirement and includes the four (4) stated principals. Many of the processes for approval, sale and repayment of debt are controlled by various Tennessee statutes. These laws and regulations which provide debt policy for most of Tennessee local governments are not repeated here, but this policy must be considered in conjunction with those laws.

III. Objectives

1. Enhance decision process transparency.
2. Address hiring outside professionals.
3. Address any potential conflict of interest issues.
4. Address additional requirements for new debt.

IV. Transparency

Carter County shall comply with legal requirements for notice and for public meetings related to debt issuance. In the interest of transparency, all costs (including interest, issuance, continuing, and one-time) shall be disclosed to the citizens, governing bodies, and other stakeholders in a timely manner.

Responsibilities for analysis and reporting shall be with the Financial Management Committee and the County's Budget Committee. The following procedure will be followed to enhance the transparency of such decisions.

1. Annual Debt Report: An annual debt payment report shall be submitted to the county legislative body by July of each year, generally the report will be presented with the annual debt budget. The annual report will consist of but not be limited to:
 - a. Budget summary and detailed budget as required by the Comptroller's Office.
 - b. Net Debt Calculation (Total Principal outstanding less most recent year respective debt balance).
 - c. Calculation of Net Debt per capita from last official census (net debt/population).
 - d. Documentation of the most recent debt rating.
 - e. Reports will reflect the estimated fund balance.
2. Annual Debt Budgets: Annual Debt Budgets shall be adopted by the county legislative body and comply with legal notice and filings requirements including the State Open Records Law.

3. **New Debt Issuance:** Any new debt issuance shall comply with State Form CT-0253 as well as any other state required forms that detail all associated cost for the issuance of the proposed debt. These records will be available for public and county commission inspection prior to the commission's approval of the debt issuance.

V. Use of Debt Financing

Debt is only to be incurred for financing capital assets that, because of their long-term nature or because of budgetary restraints, cannot be acquired from current or budgeted resources. Debt is not to be used for operational needs. Debt financing can include general obligation bonds, revenue bonds, certificates of participation, lease/purchase agreements, special obligation bonds, or any other financing instrument allowed under Tennessee statutes. Carter County will seek to utilize the least costly/most appropriate form of financing for its project needs.

VI. Capital Planning and Debt Determination

The Carter County Commission shall conduct a needs assessment and a three-year Capital Improvement Program.

Debt financing will be considered in conjunction with the approval by the County Commissioners. Additionally, debt financing will be considered for equipment items that normally do not go through the County Commission, but are included in departmental requests, and are not treated as current year operating expenditures.

Any capital item that has not been included in the processes above, but because of its critical or emergency need where timing was not anticipated in the CIP or budgetary process, or is mandated immediately by either State or Federal requirements, will be considered for approval for debt financing.

VII. Debt Affordability

The County will use an objective, analytical approach to determine the amount of debt to be considered for authorization and issuance. This process involves the comparison of generally accepted standards of affordability to the current County values.

These standards and guidelines shall include the following:

Debt Per Capita

This ratio measures the burden of debt placed on the size of the population supporting the debt and is widely used by analysts as a measure of an issuers' ability to repay debt. This measure will be maintained with a ceiling in the range of \$1,000 and a target rate of \$700.

Debt as Percentage of Assessed Valuation

This ratio measures debt levels against the property tax base which generates the tax revenues that are the main source of debt repayment. This ratio is to be targeted at 3.8% with a ceiling of 7.0%.

Debt Service as Percentage of Operational Budget

This ratio reflects the County's budgetary flexibility to change spending and respond to economic downturns. This ratio is targeted at a level of 14% with a ceiling of 16%.

Ten-year Payout Ratio

A faster payout is considered to be a positive credit attribute. The County will maintain a floor for its ten-year payment of 60%.

Unreserved/Undesignated General Fund Balance

The suggested target range of Undesignated General Fund balance to General Fund expenditures is 12.0% to 14.0%, in accordance with the County's Fund Balance Policy.

These measures shall also be judged against the necessity of and the benefits derived from the proposed acquisitions.

By establishing maximum debt ratios (ceilings or floors) and target debt ratios over a period of time the County is demonstrating that there is a limit above which the County will not issue additional debt in order to control its debt service burden. The County is committing to either decrease capital spending or to find other funding sources rather than create an excessive debt burden on future budgets.

The County will update its Debt Affordability study annually along with a review of comparable Aa3 rated counties to continue to analyze and control its debt effectively.

VIII. Debt Structure

For most debt issues, the actual structure and sale is conducted in conjunction with the Local Finance Office, a division of the Comptroller of the Treasury. Local Finance functions as the financial advisor to local governments when issuing debt. Structuring must take into consideration current conditions and practices in the municipal finance market.

Debt will be paid off in a timeframe that is less than the useful life of the asset or project acquired through the financing. General obligation bonds will be generally competitively bid with no more than a 20-year life. Negotiated or private placements, however, may be used where allowed when complex financing or structure is a concern with regard to marketability. Debt service for each issue will be structured in an attempt to level out the County's total debt service payments. This structuring assists in minimizing the interest payments over the life of the issue.

The County will consider utilization of variable rate debt in order to lessen the potential interest costs over the life of the issue. In the event of variable interest debt, the county should consider budgeting up to an additional 2% above the variable rate to protect the county in the event of an upswing in interest rates.

Bond sales will be scheduled in January of each year or on an as needed basis with the size of the bond sale to be determined by the County, based on expected cash needs for construction or acquisition of projects for approximately 12 months. This will accommodate necessary spending requirements to avoid arbitrage rebates. The size of other types of financings will be determined by the cost of the assets being acquired, including all issuance costs. The time of the sale will be determined based on existing cash balances from previous financings, acquisition and construction cash draw down requirements, and expectations of needs for new projects to be funded by the financing.

Leases should only be used when it is more advantageous than purchasing the asset. All leases will be reviewed by the county attorney prior to execution of the lease, in order to determine if the instrument is a capital or operating lease. No county official that is not authorized by State statute should execute a capital lease on behalf of the county. Since capital leases are typically the least used and most expensive means of financing, the county commission should fully understand the cost of the asset and borrow cost imputed, as well as, whether they intend to use the asset through the end of its useful life.

IX. Credit

The County will seek to maintain its current Aa3 rating on its general obligation debt and maintain the highest possible ratings on other financing instruments, if rated. Credit enhancements will only be used when necessary for cost-effectiveness and/or marketability. The County will maintain good communications with bond rating agencies about its financial conditions and operations with information being sent to the rating agencies on a regular basis. Credit ratings will be sought from the major, national rating agencies.

X. Refunding of Outstanding Debt

The County will monitor the municipal bond market for opportunities to obtain interest savings by refunding or advance refunding outstanding debt. The estimation of net present savings should be, at a minimum, in the range of 2.5 - 3%, of the refunded maturities before a refunding process begins. The refunding must not extend the original anticipated life of the asset.

XI. Arbitrage Rebate Reporting and Covenant Compliance

The County will maintain a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort includes tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting rebatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the County's outstanding debt issues.

Additionally, general financial reporting and certification requirements included in debt issue documents are monitored to ensure compliance with all covenants.

XII. Continuing Disclosure

The County will provide on-going disclosure information to established national information repositories and maintain compliance with disclosure standards promulgated by state and national regulatory agencies.

XIII. Selection of Financial Consultants and Service Providers

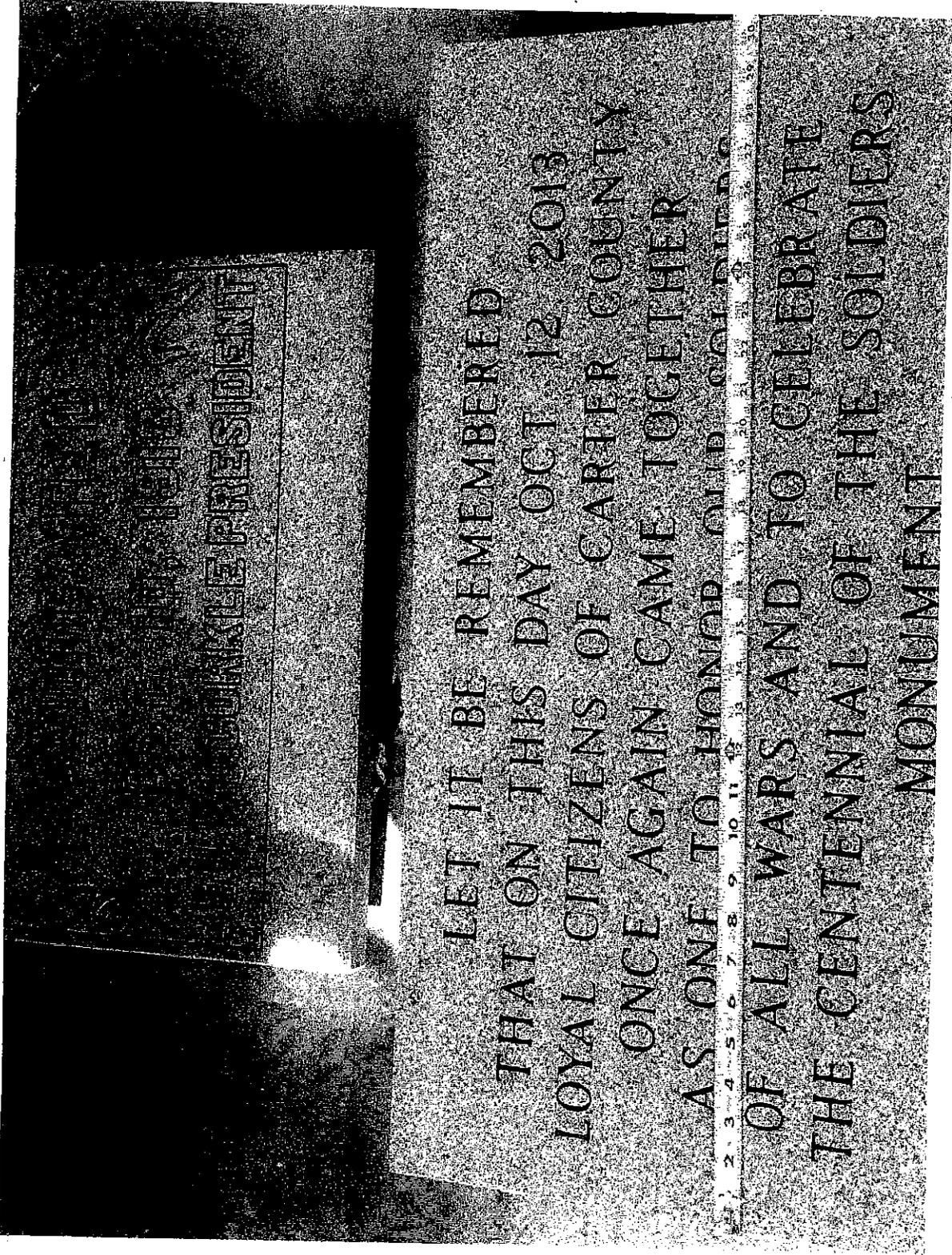
The County will provide for a solicitation and selection process for securing all professional services required in connection with any debt issues. This selection will be done on an issue-by-issue basis, will focus on the particular experience and expertise necessary for that issue, and will be made in order to secure such services at competitive prices to the County. The County will issue a Request for Proposals according to the attached template for RFP. All professionals involved with the cost of issuance of debt shall disclose the estimated cost of their respective services including "soft" costs or compensations in lieu of direct payments to the county commission prior to the issuance of the debt in the form of an engagement letter.

The following is a selection process and appointment criteria for bond counsel:

1. **Financial Advisor:** The County shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions. Whether in a negotiated or competitive sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are providing advisory services for the issuance. The county will utilize the most current definition of "financial advisor" as determined by the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board, when determining what exactly defines a financial advisor.
2. **Underwriter:** If there is an underwriter, the county shall require the underwriter to clearly identify itself in writing (e.g. in a response to a request for proposal or in promotional materials provided to the issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the county with respect to that issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the county's. The underwriter in a publically offered, negotiated sale shall be required to provide pricing information both as to interest rates to takedown per maturity to the governing body in advance of the pricing of the debt.
3. **Counsel:** Carter County shall enter into an engagement letter agreement with each lawyer or law firm representing the County in a debt transaction. No engagement letter is required for any lawyer who is an employee of the County or lawyer or law firm which is under a general appointment or contract to serve as counsel to the County. The County does not need an engagement letter with counsel not representing the County, such as underwriters' counsel.

XIV. Conflict of Interest Issues

1. Professionals involved in a debt transaction hired or compensated by the county shall be required to disclose to the county existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations, and program administrators. This disclosure shall include that information reasonably sufficient to allow the county to appreciate the significance of the relationships. Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.
2. The County and all professionals involved shall insure that no debt is issued that engages in interest swap agreements or derivative arrangements.



LET HIM BE REMEMBERED

LET HIM BE REMEMBERED
THAT ON THIS DAY OCT 12 2013
LOYAL CITIZENS OF CARTER COUNTY
ONCE AGAIN CAME TOGETHER
AS ONE TO HONOR OUR SOLDIERS

OF ALL WARS AND TO CELEBRATE
THE CENTENNIAL OF THE SOLDIERS
MONUMENT

