

Carter County Commission
Regular Session
May 21, 2018

Call to Order – Chairman, Robert Acuff, called the meeting to order at 6:00 PM.

Courthouse – Emergency Egress Plan – was presented by Billy Harrell, EMA Deputy Director.

Roll Call – County Clerk as follows:

Name of Configuration File: C:\RollCall-Pro\Configurations\April 16 2018 Commission Meeting.rcc

Date and Time of New Session: 5/21/2018 6:03:44 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 Present
Timothy Holdren is Present
Randall Jenkins is Present
John Lewis is Present
Larry Miller is absent
Sonja Culler is Present
Ray Lyons is Present
Scott Simerly is Present
Robert Carroll is Present
Kelly Collins is Present
Cody McQueen is Present

Number of Voters PRESENT for Roll Call: 24

Number of Voters ABSENT for Roll Call: 1

Approval of Agenda

Motion was made by Danny Ward, seconded by Isaiah Grindstaff, to approve tonight's agenda as presented. (Item # 1) Recorded on page 15.

Roll Call Vote as follows (Item # 1):

1. Vote Results for: Item No. 1

Time of Vote: 6:09:11 PM

Type of Vote: MAJORITY 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 voted: Y
Larry Miller was Absent
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Kelly Collins voted: Y
Cody McQueen voted: Y

Passed (23 Y - 0 N - 0 A - 1 Absent)
Number of Abstain Votes: 0

Recognition of Elected and Appointed Officials/Guest was made by Chairman Acuff at this time.
Those present stood and were thanked for their service.

Opening Prayer -- Commissioner, Willie Campbell requested that a moment of silence be held at this time for the victims of the May 19th shooting at Santa Fe High School in Texas. Commissioner Campbell then opened with prayer.

Pledge of Allegiance -- Commissioner, Buford Peters, led the pledge of Allegiance.

Acceptance of Minutes from the April 16, 2018 Commission Meeting

Motion was made by Timothy Holdren, seconded by Isaiah Grindstaff, to accept the minutes of the previous meeting, April 16, 2018, with corrections as request and listed below.

(Item # 2)

Page 763 -Budget Items 3	\$15,00	changed to \$15,000
Page 771 -Item # 18	9E	changed to 19E
Page 774- Richard Tester Term	2011	changed to 2022

Roll Call Vote as follows (Item # 2):

2. Vote Results for: Item No. 2

Time of Vote: 6:16:16 PM

Type of Vote: MAJORITY 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 voted: Y
Larry Miller was Absent
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y

Kelly Collins voted: Y
Cody McQueen voted: Y

Passed (23 Y - 0 N - 0 A - 1 Absent)
Number of Abstain Votes: 0

Public Comments

Roy Livingston of Hampton, spoke in regards to the budget process.

Notaries and Bonds

Motion was made by Sonja Culler, seconded by Mike Hill, to accept the Notaries/Bonds for **May 21, 2018, as presented. (Item # 3) Recorded on page 16**

Roll Call Vote as follows (Item # 3):

3. Vote Results for: Item No. 3

Time of Vote: 6:17:52 PM

Type of Vote: MAJORITY 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 voted: Y

Larry Miller was Absent

Sonja Culler voted: Y

Ray Lyons voted: N

Scott Simerly voted: Y

Robert Carroll voted: Y

Kelly Collins voted: Y

Cody McQueen voted: Y

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

Number of Abstain Votes: 0

Nominations and Election of Carter County School Board Member Representing the 7th District

Chairman Acuff opened the floor for nominations.

Creola Miller was nominated by Commissioner Bradley Johnson. Joshua Hubbard was nominated by Commissioner Timothy Holdren.

Motion was made by Mike Hill, seconded by Ray Lyons, to cease nominations. (Item # 4)

Roll Call Vote as follows (Item # 4):

4. Vote Results for: Item No. 4

Time of Vote: 6:18:21 PM

Type of Vote: MAJORITY 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
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 voted: Y
Larry Miller was Absent
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Kelly Collins voted: Y
Cody McQueen voted: Y

Passed (23 Y - 0 N - 0 A - 1 Absent)
Number of Abstain Votes: 0

Each nominee was given the opportunity to speak stating experience and why they are interested in being appointed to the Board. This was followed with a question/answer session by Commissioners.

Chairman Robert Acuff called for a voice vote with each Commissioner voicing the name for whom they are voting.

Voice Vote as follows:

Voting for Joshua Hubbard: Buford Peters, Robert Acuff, Al Meehan, Ronnie Trivett, Danny Ward, Timothy Holdren, Randall Jenkins, Ray Lyons, Sonja Culler, and Cody McQueen. (10 Votes for Hubbard)

Voting for Creola Miller: Willie Campbell, Nancy Brown, Mike Hill, Bradley Johnson, Charles VonCannon, L.C. Tester, Isaiah Grindstaff, Ross Garland, Bobbie Gouge-Dietz, John Lewis, Scott Simerly, Robert Carroll, and Kelly Collins. (13 Votes for Miller)

Absent: Larry Miller (1 Absent)

Receiving thirteen (13) votes, Creola Miller was elected to the Carter County School Board representing the 7th District.

Brad Burke, new Carter County Financial Director, was recognized and welcomed by Chairman, Robert Acuff.

Budget Items for Consideration --- Chairwoman Sonja Culler

a. Resolution Requesting Unclaimed Balance of Accounts from the Treasurer, State of Tennessee

County Attorney, Joshua Hardin gave a brief summary of the Resolution and presented the same for consideration.

Motion was made by Sonja Culler, seconded by Randall Jenkins, to approve as presented, RESOLUTION No. 702

“A RESOLUTION TO REQUEST THE UNCLAIMED BALANCE OF ALL ACCOUNTS REMITTED TO THE STATE TREASURER UNDER THE UNCLAIMED PROPERTY ACT.” (Item # 5) Recorded on pages 17-18

Roll Call Vote as follows (Item # 5):
5. Vote Results for: Item No. 5
Time of Vote: 6:51:25 PM
Type of Vote: MAJORITY 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 voted: Y
Larry Miller was Absent
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Kelly Collins voted: Y
Cody McQueen voted: Y

Passed (23 Y - 0 N - 0 A - 1 Absent)
Number of Abstain Votes: 0

Leader marked Larry Miller as present at: 6:51:35 PM
(Late due to traffic accident, road blocked)

b. Resolution to authorize the Mayor to sign on Behalf of the County and Health Department for a Special Needs Reimbursable Grant (up to \$350,000 requires NO match)

County Attorney, Joshua Hardin gave a brief summary of the Resolution and presented the same for consideration.

Motion was made by Sonja Culler, seconded by Ronnie Trivett, to approve as presented,

RESOLUTION No. 703

"A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE THE SPECIAL NEEDS GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF HEALTH AND CARTER COUNTY."

(Item # 6) Recorded on pages 19-32

Roll Call Vote as follows (Item # 6):
6. Vote Results for: Item No. 6
Time of Vote: 6:53:15 PM
Type of Vote: MAJORITY 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 voted: Y
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Kelly Collins voted: Y
Cody McQueen voted: Y

Passed (24 Y - 0 N - 0 A - 0 Absent)
Number of Abstain Votes: 0

c. Regular Monthly Budget Items

Motion was made by Sonja Culler, seconded by Bobbie Gouge-Dietz, to accept the April 2018 donations totaling \$837.32 with \$587.32 going to the Animal Shelter, and \$250.00 going to the Parks and Recreation. (Item # 7) Recorded on pages 33/36

Roll Call Vote as follows (Item # 7):

7. Vote Results for: Item No. 7

Time of Vote: 6:54:00 PM

Type of Vote: MAJORITY 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 voted: Y
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Kelly Collins voted: Y
Cody McQueen voted: Y

Passed (24 Y - 0 N - 0 A - 0 Absent)
Number of Abstain Votes: 0

Motion was made by Sonja Culler, seconded by Kelly Collins, to approve General Fund 101 Amendment # 11 for a total of \$96,578.77 with 10 items and \$11,081.74 coming from fund balance. (Item # 8) Recorded on pages 34-35

Roll Call Vote as follows (Item # 8):
8. Vote Results for: Item No. 8
Time of Vote: 6:56:02 PM
Type of Vote: MAJORITY 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: Y
Danny Ward voted: Y
Ross Garland voted: Y
Bobbie Gouge-Dietz voted: Y
Timothy Holdren voted: Y
Randall Jenkins voted: N
John Lewis voted: Y
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Kelly Collins voted: Y
Cody McQueen voted: Y

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

Motion was made by Sonja Culler, seconded by Ray Lyons, to approve Health Department Fund 117 Amendment # 4 for a total of \$38,888.00 with 1 item and nothing coming from Health Department fund balance. (Item # 9) Recorded on page 33

Roll Call Vote as follows (Item # 9):
9. Vote Results for: Item No. 9
Time of Vote: 6:56:34 PM
Type of Vote: MAJORITY 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 voted: Y
Larry Miller voted: Y
Sonja Culler voted: Y

Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Kelly Collins voted: Y
Cody McQueen voted: Y

Passed (24 Y - 0 N - 0 A - 0 Absent)
Number of Abstain Votes: 0

Motion was made by Sonja Culler, seconded by Bobbie Gouge-Dietz, to approve **Drug Fund 122 Amendment # 11 for a total of \$636.00 with 2 items and nothing coming from fund balance. (Item # 10)** Recorded on page 33

Roll Call Vote as follows (Item # 10):
10. Vote Results for: Item No. 10
Time of Vote: 6:57:11 PM
Type of Vote: MAJORITY 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 voted: Y
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Kelly Collins voted: Y
Cody McQueen voted: Y

Passed (24 Y - 0 N - 0 A - 0 Absent)
Number of Abstain Votes: 0

Motion was made by Sonja Culler, seconded by Ronnie Trivett, to approve **Highway Fund 131 Amendment # 7 for a total of \$162,791.69 with 1 item and nothing coming from fund balance. (Item # 11)** Recorded on page 36

Roll Call Vote as follows (Item # 11):
10. Vote Results for: Item No. 10
Time of Vote: 6:57:11 PM
Type of Vote: MAJORITY 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 voted: Y
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Kelly Collins voted: Y
Cody McQueen voted: Y

Passed (24 Y - 0 N - 0 A - 0 Absent)
Number of Abstain Votes: 0

Motion was made by Sonja Culler, seconded by Ross Garland, to approve General Debt Service Fund 151 Amendment # 1 for a total of \$ 1,500.00 with 1 item and nothing coming from fund balance. (Item # 12) Recorded on page 36

Roll Call Vote as follows (Item # 12):
12. Vote Results for: Item No. 12
Time of Vote: 7:00:23 PM
Type of Vote: MAJORITY 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 voted: Y
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Kelly Collins voted: Y
Cody McQueen voted: Y

Passed (24 Y - 0 N - 0 A - 0 Absent)
Number of Abstain Votes: 0

Motion was made by Sonja Culler, seconded by John Lewis, to approve General Purpose School Fund 141 Amendment # 12 for a total of \$652,151.11 with 13 items and \$147,807.88 coming from School's Fund Balance. (Item # 13) Recorded on pages 37-39

Roll Call Vote as follows (Item # 13):
13. Vote Results for: Item No. 13
Time of Vote: 7:01:18 PM
Type of Vote: MAJORITY 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 voted: Y
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: N
Kelly Collins voted: Y
Cody McQueen voted: Y

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

Motion was made by Sonja Culler, seconded by Bobbie Gouge-Dietz, to approve Federal Projects Fund 142 Amendment # 5 for a total of \$37,478.72 with 2 items and nothing coming from fund balance. (Item # 14) Recorded on page 39

Roll Call Vote as follows (Item #14):
14. Vote Results for: Item No. 14
Time of Vote: 7:27:28 PM
Type of Vote: MAJORITY 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 voted: Y
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y

Scott Simerly voted: Y
Robert Carroll voted: Y
Kelly Collins voted: Y
Cody McQueen voted: Y

Passed (24 Y - 0 N - 0 A - 0 Absent)
Number of Abstain Votes: 0

c. Update on Status of the 2018-2019 Budget

Sonja Culler, Budget Chairwoman presented a brief report on the purposed 2018-2019 tax rate and fund allocation. See page 40

Carter County Expenditure Budget Report for the Month of April 2018 was provided to Carter County Commissioners by Brad Burke, Director of Finance. Included in the report were the Account Numbers, Account Description, Budget Amounts, Budget Amendments, and Amended Budgets, Month-do-day expenditures, Outstanding encumbrances, and Unencumbered Balances.

Recess

Chairman Acuff moved that the Commission enter into a ten (10) minute recess. Following the recess, the meeting was called **back to order** by Chairman Acuff.

Health and Welfare – Chairman, Timothy Holdren

a. Resolution Recognizing National EMS Week and Honoring the Services Provided Locally by the Carter County Emergency Rescue Squad

Timothy Holdren, Committee Chairman, requested that anyone present in the EMS Department, First Responders, Firefighter, Police Department, Rescue Squad, and anyone else associated with the EMS in any way, stand at this time and be recognized. Applause and a standing ovation followed.

County Attorney, Joshua Hardin gave a brief summary of the Resolution and presented the same for consideration.

Motion was made by Timothy Holdren, seconded by Mike Hill, to **accept as presented,**
RESOLUTION No. 704

**“A RESOLUTION IN RECOGNITION OF NATIONAL EMS WEEK 2018,
AND HONORING THE SERVICES PROVIDED LOCALLY BY THE CARTER
COUNTY EMERGENCY RESCUE SQUAD.” (Item # 15) Recorded on pages 41 - 42**

Roll Call Vote as follows (Item # 15):

15. Vote Results for: Item No. 15

Time of Vote: 7:28:30 PM

Type of Vote: MAJORITY 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 voted: Y
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Kelly Collins voted: Y
Cody McQueen voted: Y

Passed (24 Y - 0 N - 0 A - 0 Absent)
Number of Abstain Votes: 0

Highway Committee – Chairman, Mike Hill

a. Resolution for Tennessee Department of Transportation Roan Mountain Project

County Attorney, Joshua Hardin gave a brief summary of the Resolution and presented the same for consideration.

Motion was made by Mike Hill, seconded by Sonja Culler, to approve a presented,

RESOLUTION No. 705

“ACCEPTANCE OF THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS FEDERAL PROJECT NO: n/a, STATE PROJECT NO: 10012-4220-04, SR143, PIN NO: 126590.00. DESCRIBED AS M18LTR1_C10SR_SML_STR ENG SR-143 AT LM 5.22 ROUTE SR-143” (Item # 16) Recorded on pages 43-49

Roll Call Vote as follows (Item # 16):

16. Vote Results for: Item No. 16
Time of Vote: 7:29:40 PM
Type of Vote: MAJORITY 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 voted: Y
Larry Miller voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Scott Simerly voted: Y
Robert Carroll voted: Y
Kelly Collins voted: Y
Cody McQueen voted: Y

Passed (24 Y - 0 N - 0 A - 0 Absent)
Number of Abstain Votes: 0

b. Consideration of Adoption of Hidden Oaks Lane as a County Road

Motion was made by Mike Hill, seconded by Nancy Brown, to adopt Hidden Oak Lane, as a county road and add the same to the county road list. (See Vote – Item # 17)

Discussion followed noting conditions needed to be met before added as a county road.

Amendment was made by Sonja Culler, accepted by Mike Hill, and Nancy Brown adding to the motion the following:

With the conditions the owners provide a survey and acquire the right-of-way, meeting all specifications as set out by the Highway Committee. (Item # 17)

Clerks Note: Vote Item # 17 was not saved (advanced) before Roll Call was exited and the system shut down. A screen shot from the video (see page 50) shows the actual vote and the vote is as listed below.

Roll Call Vote as follows (Item # 17):

17. Vote Results for: Item No. 17

Time of Vote: Unknown

Type of Vote: MAJORITY 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 voted: Y

Larry Miller voted: Y

Sonja Culler voted: Y

Ray Lyons voted: Y

Scott Simerly voted: Y

Robert Carroll voted: Y

Kelly Collins voted: Y

Cody McQueen voted: Y

Passed (24 Y - 0 N - 0 A - 0 Absent)

Number of Abstain Votes: 0

Building and Grounds -- Chairman Isaiah Grindstaff

a. Major Project List

Chairman Grindstaff presented the project list giving a brief summary of each item. Recorded on pages 51-53.

Introduction of the Elizabethton/Carter County Chamber of Commerce's Tourism Coordinator

Tonya Stevens, Elizabethton/Carter County Chamber of Commerce Director, was recognized by Chairman Acuff and welcomed to the podium.

Ms. Stevens then went on to introduced Mr. Luke Freeman, the new Tourism Director which replaced Kayla Carter. Mr. Freeman spoke briefly about his goals and tourism promotions.

Mayoral Report – Mayor, Leon Humphrey had no report to present.

Committee Reports/ Recommendations

Committee chairs presented brief reports. However, no additional recommendations were presented for consideration. The minutes of the meetings are available for viewing in the Clerks office upon request.

County Attorney Report – Joshua Hardin, Carter County Attorney's report May 2018 entered into the minutes on page 14.

Commissioner Comments

Commissioner VonCannon spoke concerning new laws effective July 1st regarding gun permits. Commissioner McQueen extended a thank-you to members of the Budget Committee. Various Commissioners spoke in support of the Unaka Rangers Softball team as they are in State playoffs.

Brad Burke, newly hired Carter County Financial Director, was introduced and welcomed by Chairman Acuff.

Adjourn

Chairman Acuff **adjourned the meeting. Meeting Ended at 7:52 PM.**

COUNTY ATTORNEY REPORT
May 2018

General Litigation update:

1. None.

Other Work performed/ongoing:

1. Research completed and opinions rendered for various county office holders and commissioners as requested.
2. County Commission – Research and draft advertisement re: school board vacancy; Research re: health insurance mandate.
3. Courtroom Security Committee – Research unclaimed funds issue and attend committee meeting.
4. Animal Shelter – Research various issues; Attended hearing in Wise Virginia.
5. Sheriff's Office- Review of inmate medical services RFP; Review of jail medical services contract.
6. Juvenile Court - Research and draft template parentage order.
7. Finance Department – Research outside agency funding; Assistance with open records requests; Research Travel Policy; Provide updated Employee Handbook for distribution to employees.
8. Budget Committee – Attended multiple committee meetings; Research re: Budget issues; Draft of Unclaimed Funds Resolution.
9. Industrial Development Board- Attend Meeting; Review and assist with Borla PILOT approval documentation.
10. Health Department – Review of grant contract and draft of Resolution to approve.
11. Highway Committee- Attended Committee meeting; Draft Resolution for TDOT Project; Letter to TDOT for safety study.
12. Register of Deeds Office – Assist with employee resignation issues.
13. Planning Office – Research regarding history of zoning Resolution amendments; Review of information delivered re: litter code violations.
14. Circuit Court Clerk – Research and assist with employee issues.
15. Health and Welfare Committee- Attended committee meeting; Draft EMS Week Resolution.
16. Buildings and Grounds Committee- Attended committee meeting.

AGENDA
CARTER COUNTY, TENNESSEE
Board of County Commissioners
REGULAR SESSION
Monday, May 21, 2018 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. Acceptance of Minutes from the April 16, 2018 Commission Meeting
9. Public Comments
10. Notaries and Bonds
11. Nominations and Election of Carter County School Board Member Representing the 7th District
12. Budget Items for Consideration – Chairwoman Sonja Culler
 - a. Resolution Requesting Unclaimed Balance of Accounts from the Treasurer, State of Tennessee
 - b. Resolution to authorize the Mayor to sign on Behalf of the County and Health Department for a Special Needs Reimbursable Grant (up to \$350,000 requires NO match)
 - c. Regular Monthly Budget Items
 - d. Update on the Status of the 2018-19 Budget
13. Health and Welfare - Chairman Timothy Holdren
 - a. Resolution Recognizing National EMS Week and Honoring the Services Provided Locally by the Carter County Emergency Rescue Squad
14. Highway Committee – Chairman Mike Hill
 - a. Resolution for Tennessee Department of Transportation Roan Mountain Project
 - b. Consideration of Adoption of Hidden Oaks Lane as a County Road
15. Building and Grounds – Chairman Isaiah Grindstaff
 - a. Major Projects List
16. Introduction of the Elizabethton/Carter County Chamber of Commerce's Tourism Coordinator
17. Mayoral Report
18. Committee Reports/Recommendations
19. County Attorney Report
20. Commissioner Comments
21. Adjourn

**NOTARIES / BONDS
to be
APPROVED**

MAY 21, 2018

Trena G. Green

Charles H. Baker

Linda Willis

Johnny R. Julian

Brittany Tanner

Georgann Owens

Kimberly C. Lewis

Margarette S. Wallace

Shirley M. Honeycutt

Sandra H. Davis

Nancy Cooke

Carol O'Bourke

Rebecca Kay Street

Rebecca Hopson

Jackie Campbell

Kelly Arwood

Kimberly J. Lacy

Angela D. Lyons

Curtis Brumit

Del M. Hauser

Tara C. Thomas

Teresa Murry Smith

Sharon D. Miller

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, MAY 21, 2018

RESOLUTION NO. 702

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

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

WHEREAS, Carter County and/or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act, Tenn. Code Ann. § 66-29-101 et seq., for many years and the county has never sought the return of the unclaimed balance of said funds; and

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

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

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

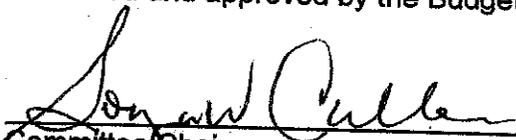
WHEREAS, The Budget Committee has recommended consideration and approval of this Resolution by the Board of County Commissioners.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 21st day of May, 2018, with a lawful quorum of said Board being present and with a majority voting in the affirmative that the Board hereby requests the State Treasurer to pay the unclaimed balance of funds to it in accordance with the provisions of Tenn. Code Ann. § 66-29-101 et seq., and specifically Tenn. Code Ann. § 66-29-146. A list of remittances made by or on behalf of Carter County and its agencies shall be submitted of the State of Tennessee along with this adopted Resolution.

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

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

Reviewed and approved by the Budget Committee on 5/14/2018.

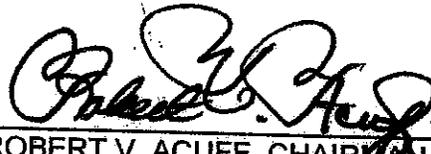

Committee Chairperson

Adopted this 21st day of May, 2018.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

APPROVED:

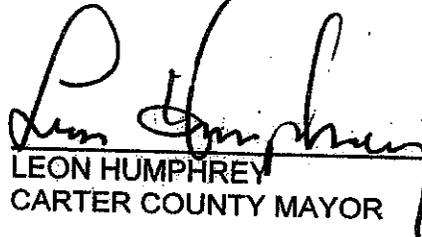
By:



ROBERT V. ACUFF, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By:



LEON HUMPHREY
CARTER COUNTY MAYOR

VETOED:

By:

LEON HUMPHREY
CARTER COUNTY MAYOR

Date: _____

VETO OVERRIDE VOTE:

_____ YES VOTES

_____ NO VOTES

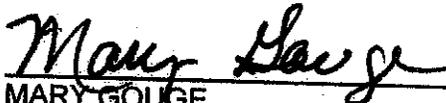
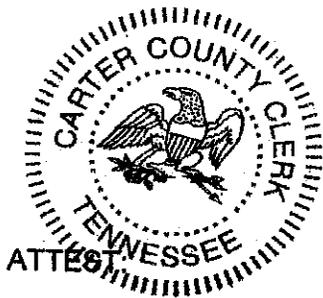
_____ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL
OVERRIDE VOTE:

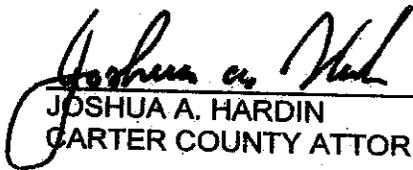
By:

ROBERT V. ACUFF, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Date: _____


MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:


JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

U:\Carter County Attorney\Resolutions\Unclaimed Funds Resolution 2018.docx

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, MAY 21, 2018

RESOLUTION NO. 703

"A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE THE SPECIAL NEEDS GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF HEALTH AND CARTER COUNTY."

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

WHEREAS, the Carter County Health Department has recently been undergoing renovations, but further renovations are needed in the Primary Care and Family Planning Areas of the facility; and

WHEREAS, a funding opportunity for completion of said renovations is available via a \$350,000.00 special needs grant from the State of Tennessee Department of Health; and

WHEREAS, the State of Tennessee Department of Health and Carter County must enter into a contractual relationship in order for Carter County to receive grant funds which will reimburse costs expended by the Carter County Health Department for the renovations; and

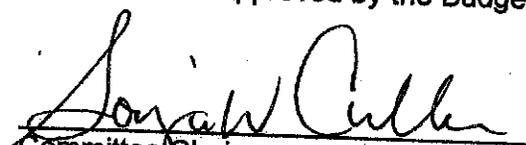
WHEREAS, it is in the best interest of the citizens of Carter County to enter into said contractual agreement with the State of Tennessee as it will ensure that the health department will remain a modern and accessible facility where the best services possible will continue to be provided to the citizens of Carter County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 21st day of May, 2018, with a lawful quorum of said Board being present and with a majority voting in the affirmative, that the Carter County Mayor is hereby authorized to execute all documents necessary to enter into a legally binding contractual agreement with the State of Tennessee Department of Health which will serve to allow Carter County to receive grant funds for the renovation of the Carter County Health Department.

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

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

Reviewed and approved by the Budget Committee on 5/14/2018.


Committee Chairperson

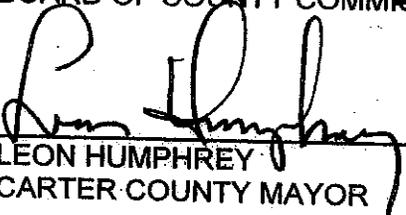
Adopted this 21st day of May, 2018.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: 
ROBERT V. ACUFF, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: 
LEON HUMPHREY
CARTER COUNTY MAYOR

VETOED:

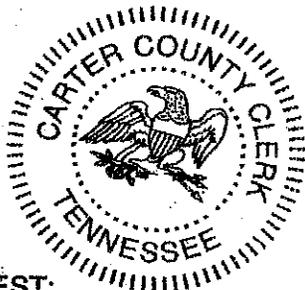
By: _____
LEON HUMPHREY
CARTER COUNTY MAYOR

Date: _____

VETO OVERRIDE VOTE:

_____ YES VOTES
_____ NO VOTES
_____ ABSTAIN VOTES

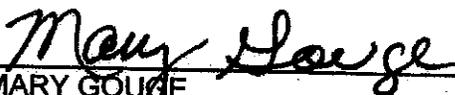
APPROVED WITH SUCCESSFUL
OVERRIDE VOTE:



By: _____
ROBERT V. ACUFF, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Date: _____

ATTEST:


MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:


JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 05/01/2018	End Date 10/31/2019	Agency Tracking # 34360-78118	Edison ID
---------------------------------	-------------------------------	---	------------------

Grantee Legal Entity Name Carter County Government	Edison Vendor ID 18
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Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	CFDA #
Grantee's fiscal year end June 30	

Service Caption (one line only)
Special Needs

Funding					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2018	\$38,888.00				\$38,888.00
2019	\$233,334.00				\$233,334.00
2020	\$77,778.00				\$77,778.00
TOTAL:	\$350,000.00				\$350,000.00

Grantee Selection Process Summary

Competitive Selection

Non-competitive Selection

Grants are based on the individual county pursuant to T.C.A. 66-25-901

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Adeniyi R. Bakare
Digitally signed by Adeniyi R. Bakare
DN: cn=Adeniyi R. Bakare,
o=Tennessee Department of Health,
ou=Division of Administrative Services,
email=Adeniyi.Bakare@tn.gov, c=US
Date: 2018.05.03 15:46:10 -05'00'
Adobe Acrobat DC version:
2015.006.30417

CPO USE - GG

Speed Chart (optional) HL00000105	Account Code (optional) 71301000
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**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CARTER COUNTY GOVERNMENT**

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

Grantee Edison Vendor ID # 18

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee agrees to:
- a. Utilize funds in accordance with the State approved plan for improvement as detailed in Attachment 1.
 - b. Maintain funds received for the State in an interest bearing account, and utilize the principal and interest earned on the principal toward the project outlined in Attachment 1.
 - c. Return to the State any funds not used for the activities outlined on Attachment 1.
- A.3. The Grantee agrees to fulfill their obligations under this contract for special local health needs. Should the Grantee fail to do so, the State shall seek restitution, pursuant to the laws of the State of Tennessee from the Grantee for payments made under this agreement.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on May 1, 2018 ("Effective Date") and extend for a period of eighteen (18) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Fifty Thousand Dollars (\$350,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Jenny Crane, Contract Manager
CHS.Admin@tn.gov

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Health, Community Health Services
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the

total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. **Cost Allocation.** If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. **State's Right to Set Off.** The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Jenny Crane, CHS Contract Manager
Tennessee Department of Health, Division of Community Health Services
710 James Robertson Parkway
Nashville, TN 37243
Jenny.Crane@tn.gov
(615) 741-0235

The Grantee:

Leon Humphrey, County Mayor
Carter County Government
801 East Avenue
Elizabethton, TN 37643-4574
(423) 542-1801

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

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

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

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

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

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

- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 3.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

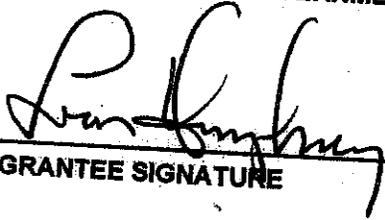
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. **Severability.** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. **Headings.** Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- E. SPECIAL TERMS AND CONDITIONS:**
- E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.
- E.3. **Grantee Participation.** Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

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

IN WITNESS WHEREOF,

CARTER COUNTY GOVERNMENT:


GRANTEE SIGNATURE

5/21/18
AD
5/18/18
DATE

LEON HUMPHREY, COUNTY MAYOR
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

April 2018 Donations

April Animal Shelter Donation- Jeff Pearce		15.00
April Animal Shelter Donation- Linda Bowers		40.00
April Animal Shelter Donation- Joe Campbell		40.00
April Animal Shelter Donation- Debbie Watson		10.00
April Animal Shelter Donation- Michael Thompson		10.00
April Animal Shelter Donation- In memory of Carla Mottern Jones		190.00
April Animal Shelter Donation- Sheila Mason		5.00
April Animal Shelter Donation- Massey Collins		10.00
April Animal Shelter Donation- Judith Addington		10.00
April Animal Shelter Donation- Dickie Tester		40.00
April Animal Shelter Donation- Snap on Tools		7.32
April Animal Shelter Donation- Daves Waves		90.00
April Animal Shelter Donation- Carrie Berry		45.00
April Animal Shelter Donation- Jolynn Covington		45.00
April Animal Shelter Donation- Tabitha Turner		30.00
April Parks & Rec Donation- Eastman Recreational Club		250.00
Animal Shelter Total	\$	587.32 ✓
Parks and Rec Total	\$	250.00 ✓
April 2018 Total Donations	\$	837.32

**Carter County
Health Department Fund 117
Budget Amendment #4
21-May-18**

Item #1	46390 Other Health and Welfare Grants		\$ 38,888.00	Increase
	51800-707 Building Improvements		\$ 38,888.00	Increase
To recognize funds for building renovations from Special Needs reimbursable grant				
		Total	\$ 38,888.00	\$ 38,888.00

**Carter County
Drug Fund 122
Budget Amendment #11
21-May-18**

Item #1	48610 Donations		\$ 596.00	Increase
	54110-401 Animal Food & Supplies		\$ 596.00	Increase
Recognize donation for K-9 expenses.				
Item #2	42910 Proceeds From Confiscated Property		\$ 40.00	Increase
	54110-505 Judgements		\$ 40.00	Increase
Recognize Proceeds from Confiscated Property and return to defendant				
		Total	\$ 636.00	\$ 636.00

**Carter County
General Fund 101
Budget Amendment #11
21 May 18**

Item #1

Item #2	48610 Donations				
	55120-413 Drugs & Medical Supplies	\$	587.32	\$	587.32 Increase
					Increase

Recognize Animal Shelter Donations

Item #3	34720-001 Assigned for Administration of Justice (Chancery Court)				
	55400-435 Office Supplies	\$	1,000.00	\$	7,014.75 Decrease
	53400-719 Office Equipment	\$	6,014.75		Increase
					Increase

To allocate reserves for purchase of scanners and office supplies for Chancery Court

Item #4	49700 Insurance Recovery				
	52300-338 Maint. & Repair - Vehicles	\$	1,116.18	\$	1,116.18 Increase
					Increase

Recognize Insurance Recovery for damage to Assessor's vehicle (Jeep)

Item #5	46980 Other State Grants				
	58110-399 Other Contracted Services	\$	53,970.00	\$	51,400.00 Increase
	39000 Unassigned Fund Balance			\$	2,570.00 Decrease
					Increase

To recognize Tourism grant and matching requirements; grant period is 3/1/2018 thru 2/28/2020

Item #6	44170 Miscellaneous Refunds				
	54110-351 Rentals	\$	45.00	\$	45.00 Increase
					Increase

Recognize State of TN payment.

Item #7	42910 Proceeds from Confiscated Property		\$	40.00	Increase
	54110-399 Other Contracted Services	\$	40.00		Increase

Recognize funds awarded by the court

Item #8	44170 Miscellaneous Refunds		\$	13,286.50	Increase
	54110-338 Maintenance & Repair-Vehicles	\$	8,286.50		Increase
	54210-422 Food Supplies	\$	5,000.00		Increase

Recognize refund from MSHA for overpayment of inmate medical care

Item #9	53300-320 Dues and Memberships	\$	100.00		Increase	
	53300-355 Travel			\$	1,460.81	Decrease
	53300-435 Office Supplies	\$	1,200.00		Increase	
	53300-719 Office Equipment	\$	160.81		Increase	

To reallocate within General Sessions Court

✓ Item #10	46980 Other State Grants		\$	13,472.99	Increase
	39000 Unassigned Fund Balance		\$	1,496.99	Decrease
	53920-599 Courtroom Security-Other Charges	\$	1,980.00		Increase
	53920-790 Courtroom Security-Other Equipment	\$	12,989.98		Increase

To recognize Court Security Grant Program and county matching

Item #11	54110-336 Maint. & Repair - Equipment		\$	4,088.23	Decrease
	54110-338 Maint. & Repair - Vehicles	\$	4,088.23		Increase

To correct account number for budget amendments approved in November (Item #6) and December (Item #1)

Total	\$ 107,078.77	\$ 107,078.77
	96,578.77	96,578.77
From F/B	11,081.74	

Carter County
Sports & Recreation Fund 123
Budget Amendment #3
21-May-18

Item #1	48610 Donations			
	56700-599 Other Charges	\$ 250.00	\$ 250.00	Increase
To recognize donations received in April 2018				
<hr/>				
	Total	\$ 250.00	\$ 250.00	

Carter County
Highway Fund 131
Budget Amendment #7
21-May-18

Item #1	46410 Bridge Program		\$ 162,791.69	Increase
	68000-705 Bridge Construction	\$ 162,791.69		Increase
Recognize funds received for bridge construction				
<hr/>				
	Total	\$ 162,791.69	\$ 162,791.69	

Carter County
General Debt Service Fund #151
Amendment #1
21-May-18

Item #1	82130-612-091	Principal on Debt - Education	\$ 1,500.00	Increase
	82230-613-091	Interest on Debt - Education	\$ 1,500.00	Decrease
To reclassify funds budgeted for principal and interest on capital outlay note				
<hr/>				
	Total		\$ 1,500.00	\$ 1,500.00

Carter County
General Purpose School Fund 141
Budget Amendment #12
17-May-18

Item #1	72710-338 Maintenance and Repair Service		\$ 10,000.00	Decrease
	72710-340 Medical and Dental Services		\$ 2,000.00	Decrease
	72710-412 Diesel Fuel		\$ 25,000.00	Decrease
	72710-425 Gasoline		\$ 25,000.00	Decrease
	72710-433 Lubricants		\$ 2,500.00	Decrease
	72710-450 Tires and Tubes		\$ 10,000.00	Decrease
	72710-729 Transportation Equipment		\$ 62,740.00	Decrease
	72710-313 Contracts with Parents	\$ 5,000.00		Increase
	72710-329 Laundry Service	\$ 1,000.00		Increase
	72710-399 Other Contracted Services	\$ 6,240.00		Increase
	72710-453 Vehicle Parts	\$ 75,000.00		Increase
	72710-599 Other Charges	\$ 50,000.00		Increase

Reallocate funds within transportation budget

Item #2	71100-449 Textbooks		\$ 110,000.00	Decrease
	71100-722 Regular Instruction Equipment	\$ 110,000.00		Increase

To reallocate funds for devices for digital textbooks and device carts

Item #3	72620-707 Building Improvements		\$ 194,343.11	Decrease
	76100-707 Building Improvements	\$ 194,343.11		Increase

To correct account numbers used in budget amendment #8, Item #1

Item #4	48610 Donations		\$ 1,600.00	Increase
	71300-429-000-4001-300 Instructional Supplies and Mat.	\$ 1,600.00		Increase

To recognize contributions to the four high schools for the Battle of the Build Project

Item #5	71300-429 Instructional Supplies and Mat.	\$ 4,302.12		Increase
	71300-449 Textbooks		\$ 3,711.22	Decrease
	71300-730 Vocational Instruction Equipment		\$ 113.60	Decrease
	72230-355 Travel		\$ 5,423.91	Decrease
	72230-599 Other Charges	\$ 4,946.61		Increase

To reallocate vocational funds

Item #6	72710-790 Other Equipment	\$ 20,415.00	Increase
	34765 Reserved for Bus Advertisements		\$ 20,415.00 Decrease

To appropriate bus advertising reserve for purchase of bus cameras

Item #7	72710-790 Other Equipment	\$ 92,970.00	Increase
	76100-304 Architects	\$ 4,648.50	Increase
	39000 Unassigned Fund Balance		\$ 97,618.50 Decrease

To appropriate fund balance for chemistry lab hood at Unaka High School

Item #8	71200-116 Teachers		\$ 10,000.00 Decrease
	71200-163 Educational Assistants	\$ 10,000.00	Increase
	71200-725 Special Education Equipment	\$ 30,000.00	Increase
	72220-599 Other Charges		\$ 30,000.00 Decrease

To reallocate Special Education funds

Item #9	72120-105 Supervisor/Director	\$ 692.00	Increase
	72120-189 Other Salaries and Wages		\$ 2,099.00 Decrease
	72120-201 Social Security		\$ 499.90 Decrease
	72120-204 State Retirement		\$ 191.47 Decrease
	72120-206 Life Insurance	\$ 0.60	Increase
	72120-207 Medical Insurance	\$ 3,151.59	Increase
	72120-208 Dental Insurance	\$ 3.20	Increase
	72120-210 Unemployment Compensation		\$ 112.00 Decrease
	72120-212 Employer Medicare		\$ 116.02 Decrease
	72120-355 Travel		\$ 500.00 Decrease
	72120-399 Other Contracted Services		\$ 300.00 Decrease
	72120-499 Other Supplies and Materials		\$ 29.00 Decrease

To reallocate Coordinated School Health funds

Item #10	72120-207 Medical Insurance	\$ 1,000.00	Increase
	39000 Unassigned Fund Balance		\$ 1,000.00 Decrease

To add funds for health insurance for Coordinated School Health

Item #11	72250-350 Internet Connectivity		\$ 28,774.38	Increase
	39000 Unassigned Fund Balance			Decrease
			\$ 28,774.38	

To allocate funds for school department's share of E-rate projects

Item #12	73300-105-753	Supervisor/Director	\$ 628.00	Increase
	73300-169-753	Part-time Personnel	\$ 5,816.00	Increase
	73300-204-753	State Retirement		\$ 5,400.00 Decrease
	73300-207-753	Medical Insurance	\$ 1,270.00	Increase
	73300-208-753	Dental Insurance	\$ 34.00	Increase
	73300-210-753	Unemployment Compensation		\$ 2,350.00 Decrease
	73300-524-753	In-service/Staff Development	\$ 2.00	Increase

To reallocate LEAPS funds

Item #13	73300-105-751	Supervisor/Director	\$ 314.00	Increase
	73300-204-751	State Retirement		\$ 314.00 Decrease

To reallocate 21st Century funds

Total Increases/Decreases	\$ 652,151.11	\$ 652,151.11
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From Fund Balance

147,807.85

Federal Projects Fund 142
Budget Amendment #5
17-May-18

Item #1	73400-116-911	Teachers			
	73400-189-911	Other Salaries and Wages	\$ 146.00	Increase	
	73400-195-911	Certified Substitute Teachers		\$ 235.00	Decrease
	73400-201-911	Social Security		\$ 800.00	Decrease
	73400-204-911	State Retirement		\$ 313.06	Decrease
	73400-206-911	Life Insurance	\$ 46.10	Increase	
	73400-207-911	Medical Insurance		\$ 23.80	Decrease
	73400-208-911	Dental Insurance		\$ 1,945.60	Decrease
	73400-210-911	Unemployment Compensation	\$ 48.00	Increase	
	73400-212-911	Employer Medicare		\$ 658.49	Decrease
	73400-307-911	Communication		\$ 415.49	Decrease
	73400-355-911	Travel		\$ 71.51	Decrease
	73400-429-911	Instructional Supplies and Materials		\$ 1,313.27	Decrease
	73400-524-911	In-service/Staff Development	\$ 5,038.62	Increase	
	73400-722-911	Regular Instruction Equipment	\$ 2,200.00	Decrease	\$ 1,702.50
				Increase	

To reallocate Pre-School funds

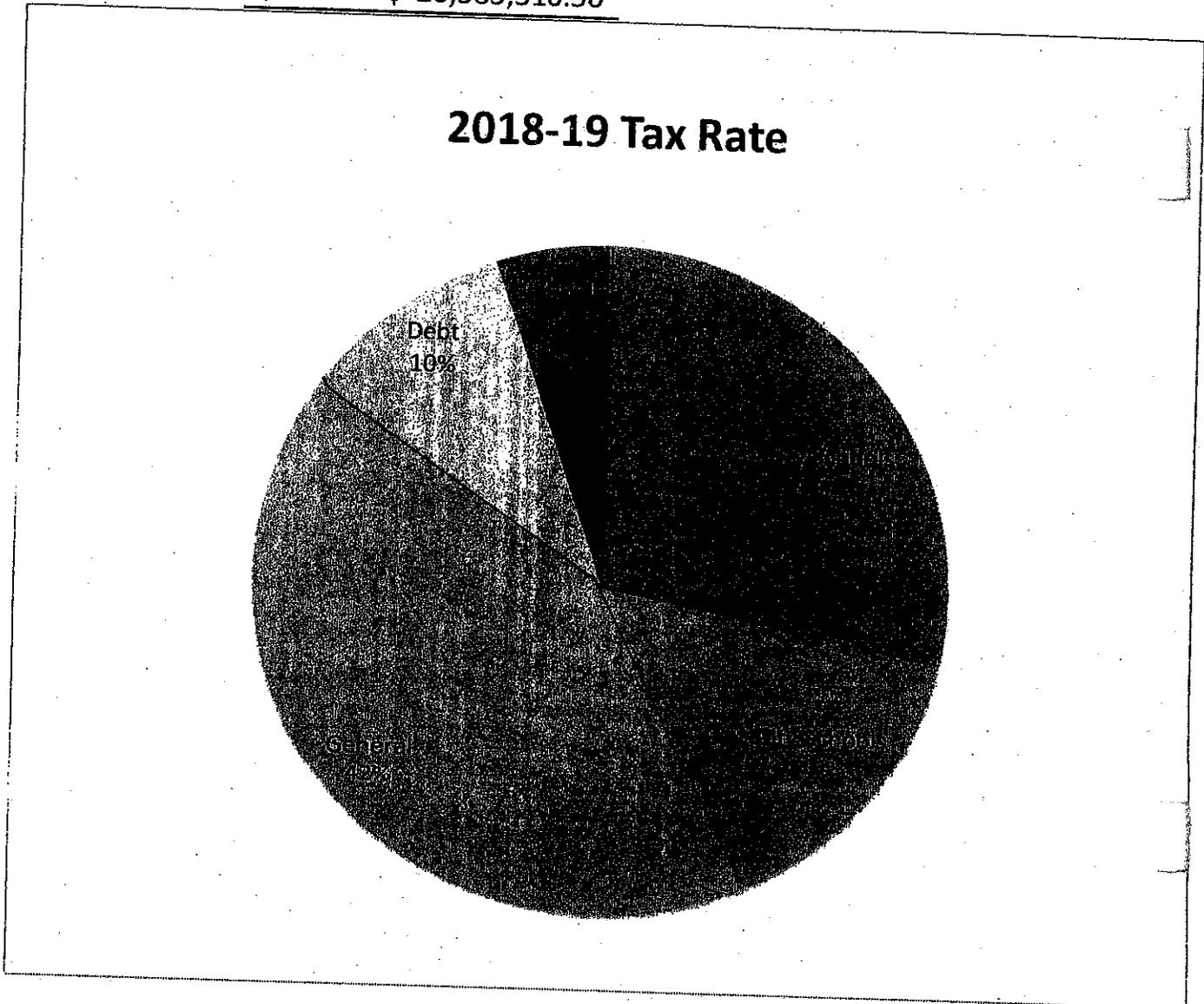
47141-140	Read to Be Ready Summer Grant	\$ 30,000.00	Decrease
47590-140	Read to Be Ready Summer Grant		\$ 30,000.00 Increase

To correct account number for budget amendment #4 approved in April

\$ 37,478.72	\$ 37,478.72
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2018-19 Tax Rate			
County Schools	0.697	\$ 5,807,592.83	28%
City Schools	0.363	\$ 3,026,591.58	15%
General	1.035	\$ 8,625,831.00	42%
Debt	0.245	\$ 2,041,863.38	10%
Highway	0.130	\$ 1,083,437.71	5%
	<u>\$ 2.470</u>	<u>\$ 20,585,316.50</u>	

Value of a Penny \$ 83,341.36



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, MAY 21, 2018

RESOLUTION NO. 704

"A RESOLUTION IN RECOGNITION OF NATIONAL EMS WEEK 2018, AND HONORING THE SERVICES PROVIDED LOCALLY BY THE CARTER COUNTY EMERGENCY RESCUE SQUAD."

WHEREAS, In 1974, President Gerald Ford authorized EMS Week to celebrate EMS practitioners and the important work they do in our nation's communities, and May 20-26, 2018, is the 44th annual National EMS Week; and

WHEREAS, EMS Week brings together local communities and medical personnel to honor the dedication of those who provide essential day-to-day lifesaving services for local residents; and

WHEREAS, in Carter County, emergency medical services and rescue services are provided by the Carter County Emergency Rescue Squad; and

WHEREAS, said organization had humble beginnings, and was first organized in the 1950's as a strictly volunteer rescue squad after the creation of Watauga Lake; and

WHEREAS, over the years as Carter County's population continued to grow so did the number of emergency calls that required a medical and/or rescue response; and

WHEREAS, as the number of emergency calls grew so did the Rescue Squad, growing from a small group of dedicated volunteers without much training to paid Paramedics and Certified Emergency Medical Technicians who provide emergency medical and rescue services 24 hours a day/365 days a year; and

WHEREAS, today the Carter County Emergency Rescue Squad responds to over 12,000 calls per year, in a fleet of modern Advanced Life Support ambulances and it strives to provide the best ambulance, rescue and emergency medical services possible while meeting the needs of Carter County and the surrounding area; and

WHEREAS, the citizens of Carter County are extremely fortunate to be able to rely upon those who provide emergency medical and rescue services throughout the county in their time of need; and

WHEREAS, the Board of County Commissioners feels that it is proper to honor those that provide emergency medical and rescue services locally and in turn provide them with some much deserved recognition for the invaluable services they provide to the citizens of Carter County on a daily basis.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 21st day of May, 2018, with a lawful quorum of said Board being present and with a majority voting in the affirmative that the Board hereby adopts this Resolution recognizing National EMS Week May 20-26, 2018 and honoring the exceptional and selfless efforts of the men and women of the Carter County Emergency Rescue Squad who continue to provide excellent emergency medical and rescue services throughout Carter County.

Reviewed and approved by the Health & Welfare Committee on May 8, 2018.



Committee Chairperson

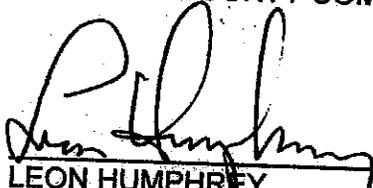
Adopted this 21st day of May, 2018.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: 
ROBERT V. ACUFF, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: 
LEON HUMPHREY
CARTER COUNTY MAYOR

VETOED:

By: _____
LEON HUMPHREY
CARTER COUNTY MAYOR

Date: _____

VETO OVERRIDE VOTE:

_____ YES VOTES
_____ NO VOTES
_____ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL
OVERRIDE VOTE:

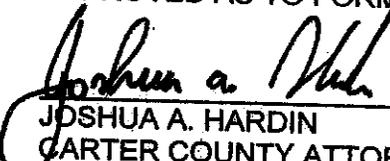
By: _____
ROBERT V. ACUFF, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Date: _____

ATTEST:

MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:


JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, MAY 21, 2018

RESOLUTION NO. 705

"ACCEPTANCE OF THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS FEDERAL PROJECT NO.: n/a, STATE PROJECT NO.: 10012-4220-04, SR 143, PIN NO: 126590.00, DESCRIBED AS M18LTR1_C10SR_SML_STR ENG SR-143 AT LM 5.22 ROUTE SR-143"

WHEREAS, the Tennessee Department of Transportation has presented a Proposal to the County of Carter, Tennessee, concerning Federal Project No. n/a, State Project No. 10012-4220-04, Pin No. 126590.00, which involves a general highway project at SR 143 at LM 5.22 in the vicinity of the intersection of SR 143 with Burbank Road in Carter County; and

WHEREAS, the Board of County Commissioners for Carter County, Tennessee has determined that the above referenced project will benefit Carter County, Tennessee and the citizens thereof; and

WHEREAS, the Board of County Commissioners for Carter County, Tennessee wishes to cooperate with the State of Tennessee, Department of Transportation, with its proposed road improvements in Carter County, Tennessee; and

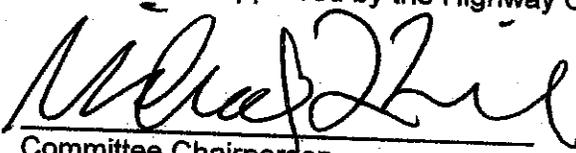
WHEREAS, said Proposal is incorporated herein by reference, the same as if copied herein verbatim, with a copy of said Proposal attached hereto; and

WHEREAS, the terms and conditions of said Proposal to the County of Carter, Tennessee as submitted by the State of Tennessee, Department of Transportation, are accepted and approved by the Board of County Commissioners for Carter County, Tennessee, and Carter County shall fulfill all obligations concomitant thereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 21st day of May, 2018, with a lawful quorum of said Board being present and with a majority voting in the affirmative that this Resolution is hereby duly passed and approved.

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

Reviewed and approved by the Highway Committee on 5/14/2018.


Committee Chairperson

Adopted this 21st day of May, 2018.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By:


ROBERT V. ACUFF, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: *Leon Humphrey*
LEON HUMPHREY
CARTER COUNTY MAYOR

VETOED:

By: _____
LEON HUMPHREY
CARTER COUNTY MAYOR

Date: _____

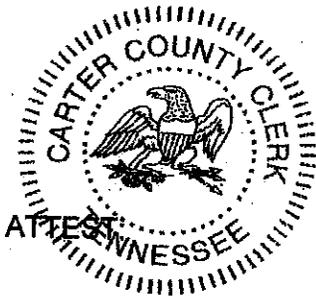
VETO OVERRIDE VOTE:

_____ YES VOTES
_____ NO VOTES
_____ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL
OVERRIDE VOTE:

By: _____
ROBERT V. ACUFF, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Date: _____



Mary Gouge
MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:

Joshua A. Hardin
JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

U:\Carter County Attorney\Resolutions\TDOT Project SR 143 (2018).docx

PROPOSAL
OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE
TO THE COUNTY OF CARTER , TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project in the County of Carter , Tennessee, hereinafter "COUNTY", designated as Federal Project No. n/a, State Project No. 10012-4220-04 , that is described as "M18LTR1_C10SR_SML STR ENG SR-143 at LM 5.22 Route: SR-143", provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.
2. The COUNTY will close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law.
3. The COUNTY will transfer or cause to be transferred to the DEPARTMENT, without cost to the DEPARTMENT, all land owned by the COUNTY or by any of its instrumentalities as

required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY.

5. The COUNTY will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, the COUNTY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The COUNTY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility

facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the COUNTY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the COUNTY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a COUNTY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the COUNTY agrees to waive enforcement of the COUNTY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a COUNTY zoning regulation or requirement, the COUNTY agrees to waive enforcement of the COUNTY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The COUNTY will not authorize encroachments of any kind upon the right-of-way, nor will the COUNTY authorize use of the easements for the project in any manner which affects

the DEPARTMENT's use thereof.

14. The COUNTY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project.

15 The COUNTY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain full width of the roadway where no curb exist. The COUNTY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that supports the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the COUNTY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this proposal.

18. When said project is completed, the COUNTY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney

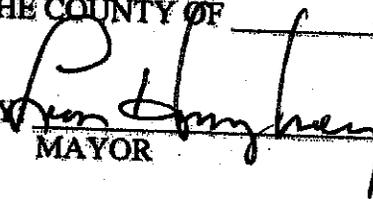
General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local Programs Development Office, the terms of that contract shall control in the event of a conflict with this proposal.

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the _____ day of _____, 20____.

THE COUNTY OF _____, TENNESSEE

BY: 
MAYOR

DATE: 5/21/18

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

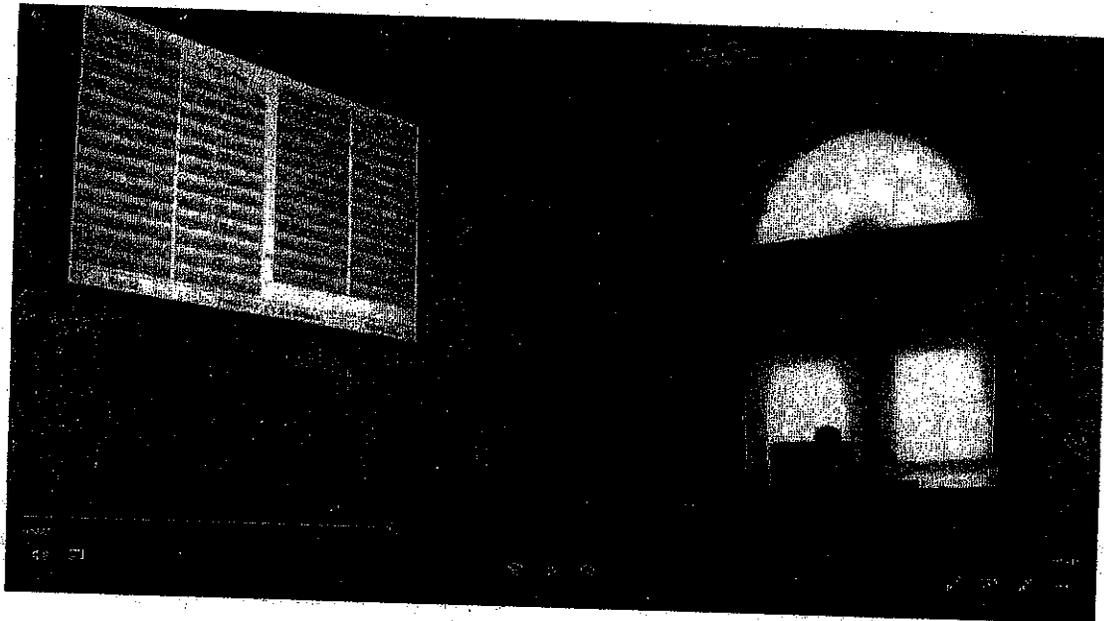
BY: _____
JOHN SCHROER
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____



Susan Robinson - Tennessee Certified Economic Developer
Director - Economic and Community Development
Carter County Mayor's Office
801 East Elk Avenue, Suite 201
Elizabethton, TN 37643
Phone: 423-542-1801
Fax: 423-542-9279
Email: srobinson@cartercountyttn.gov
Website: www.cartercountyttn.gov

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Major Projects List

Building & Grounds Committee

This list is to be a living document, that encompasses all projects that the Carter County Commission's Building & Grounds Committee has either taken current action on or are planning action on. This list will assist to keep the Carter County Commission apprised of the latest on each project. This list will be updated with any changes and distributed as needed.

1 – Courthouse Security Project –

Purpose: Reducing the entry/exit points of the 801 E. Elk Courthouse down to a dedicated entry way and a dedicated exit way. Public would be asked to step through a metal detector entry way to gain access to offices within building. Entry way and exit way area would be maintained by Courthouse Security Officers (Deputy Sheriff's). Exiting building would be through a dedicated exit way near entry way. Employees would access building using ID Card Proximity Badges on doors. Updated camera systems would be installed to provide overview and recording of events.

Phase I – Single-point of Entry for 801 E Elk Courthouse.

- Tentative Design and Drawings are completed. Drawings taken to Courthouse Security Committee on April 26th. Committee voted to send the drawings out to the office holders that will be affected by the change and allow them to review. We will schedule another Courthouse Security Committee after this has occurred. Estimated timeframe is end of May, beginning of June. Building and Grounds has reviewed the plans and are waiting to see a cost estimate from Reedy & Sykes.

Phase II – Installation of Camera Systems and Door Security Systems

- Camera/Security system components and installation has been RFP'd. Courthouse Security Committee has voted to recommend to the county, Telecommunications Services (TCS) bid of \$495,915.00 to be considered for the Courthouse Security Project, as this meets the needs of the Courthouse Security Committee. Building and Grounds has reviewed the plans and are waiting to see a cost estimate on Phase I from Reedy & Sykes.

Ver 1.3 – 05/14/18 ISG

MAY TERM 2018

2 – Courthouse Sound System Replacement

Purpose: On December 11, 2017 Carter County presented an RFP for a Courthouse Sound System Replacement at 800 E Elk Ave in the Chancery Courtroom. This would replace the old sound system currently utilized by the Chancery Court and the County Commission with a wireless microphone system, assisted hearing devices, updated audio recording for both Chancery Court and Commission Meetings, and replacement of the speakers in the ceiling.

- Bids were opened on 12/11/2017. A meeting was scheduled to review the bids/proposals that were submitted. This meeting included Mayor Leon Humphrey, Gary Smith, and B&G Chair Isaiah Grindstaff. During this meeting, we worked to identify differences in the bids, and setup meetings with the top 3 bidders to demo the proposed systems.
- The top 3 bidders were demoed during 3 scheduled dates. Commissioner VonCannon, Mayor Humphrey, Gary Smith, and Isaiah Grindstaff were present.
- Cates Music was selected (\$41,716.99) for the winning bid. County Commission awarded the bid in March. Looking for install during Week of May 15 to May 18.

3 – Sluder Property (HWY 321)

Purpose: Property donated by the Sluder family to the county for use to better the community in the HWY 321 area.

- Currently, in process – Demolition on house will be completed by the Highway Department as weather allows during April – May timeframe. Debris will be disposed of at the Landfill.

5 – ADA Transition Plan

Purpose: To evaluate all the county owned/operated buildings for issues related to ADA (Americans with Disabilities Act). Issues would then be compiled and placed in a document (Transition Plan) and presented to Building & Grounds for their review and action. This document must also be forwarded to TDOT by September 2018 to comply with requirements for continuing State/Federal funding.

- Contract has been negotiated between company, County Attorney Hardin, and Gary Smith.

6 – Old Jail Demolition

Purpose: To demolish the Old Jail (Upstairs Portion) of the Sheriff's Office Annex at 900 E. Elk Ave. This would eliminate the old inmate housing areas and leave the upstairs an open shell. This space would then be evaluated by the Sheriff's Office and Courts to determine needs and plan for future.

- Tentative plans were initially developed by Reedy & Sykes for Demolition and repurposing the upstairs areas. These plans will be revisited by the Building & Grounds Committee after July 2018.
- Demolition Plans were developed by Reedy & Sykes for disconnect and redirecting of HVAC, White Water, Potable Water, etc... These plans and an RFP was submitted 3 times and received no Bids on work. Contact has been made with some contractors to quote cost to redirect/disconnect utilities except for Electrical. Waiting on quotes.
- Actual demolition would be completed by Trustee Inmates of Detention Center & Possibly Prison Work Crew.

7 – EMA Office / EOC

Purpose: To eliminate the space issues of the EMA Office/EOC during an emergency event. Conversation for past 4 years, is to move the EOC, and by extension, the EMA Office to the unfinished portion of the building housing 911 Communications Center.

- Conversations between Mayor Humphrey, Gary Smith, County Attorney Josh Hardin, Director Dale Blevins, and the 911 Control Board about a lease agreement between the county and 911 Communications Center for the unfinished portion of the building.
- Grant Funding was attempted for year 2016-2017 and was unsuccessful due to not meeting requirements for surveys.
- Grant Funding requirements were met in 2017-2018 and grant was applied for. Awaiting information on grant possibilities.

8 – Environmental Court

Purpose: To establish an Environmental Court for Carter County. This court would directly handle any Environmental cases created by a Code Enforcement Officer position in the Planning Offices. The need is to plan for any future expansion that might be necessary for implementation. This item ties into the future planning for item 6.