

**APPROVED**

10-15-18

Mary Gandy,  
Co. Clerk  
Patsy H. Lewis  
D.C.

**Carter County Commission  
September 17, 2018**

**Call to Order** – Chairman, Robert Acuff, called the meeting to order.

**Courthouse – Emergency Egress Plan** – was presented by Gary Smith, EMA Director.

**Roll Call – County Clerk** as follows:

Name of Configuration File: C:\RollCall-Pro\Configurations\Sept 17 2018 Commission Meeting.rcc

Date and Time of New Session: 9/17/2018 6:02:34 PM

Beginning Roll Call for New Session:

Rusty Barnett is absent (Clerks Note: Rusty Barnett was present)

Willie Campbell is Present

Mark Blevins is Present

Robert Acuff is Present

Nancy Brown is Present

Mike Hill is Present

Patty Woodby is Present

Bradley Johnson is Present

Ronnie Trivett is Present

Charles Von Cannon is Present

Isaiah Grindstaff is Present

Jerry Proffitt is Present

Austin Jaynes is Present

Ross Garland is Present

Layla Ward is Present

Ginger Holdren is Present

Randall Jenkins is Present

Gary Bailey is Present

Travis Hill is Present

Sonja Culler is Present

Ray Lyons is Present

Aaron Frazier is Present

Robin McKamey is Present

Kelly Collins is Present

Rick Richardson is Present

**Number of Voters PRESENT for Roll Call: 24**

**Number of Voters ABSENT for Roll Call: 1**

Leader marked Rusty Barnett as present at: 6:06:56 PM (See Clerks note above)

**Approval of Agenda** – Chairman Acuff requested the following be added (following item 20) on tonight's agenda:

Permission to Apply for a Grant to obtain additional Automated External Defibrillators for County Buildings. No matching funds required.

Granting the Mayor Permission to sign the Contract between First Tennessee Development District and Carter County, Tennessee for Local Planning Advisory Services.

Appointment of a County Medical Examiner for Carter County, Tennessee

These were unable to be forwarded from committees, due to no meetings held during September.

**Motion** was made by Mike Hill, seconded by Randall Jenkins, to a approve, with additions as requested, tonight's agenda. (Item # 1) Recorded on page 224-225

Roll Call Vote as follows (Item # 1):

1. Vote Results for: Item No. 1

Time of Vote: 6:09:27 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**

**Number of Abstain Votes: 1**

Opening Prayer – was led by Commissioner Willie Campbell.

Pledge of Allegiance – was led by Commissioner Sonja Culler.

Recognition of Elected and Appointed Officials/Guest – was made by Chairman Acuff requesting those present to stand to be recognized.

Acceptance of Minutes from Commission Meeting August 27, 2018 Regular Session Meeting

Motion was made by Ray Lyons, seconded by Mike Hill, to accept as presented, the August 27, 2018 Carter County Commission Minutes, Regular Session. (Item # 2)

Roll Call Vote as follows (Item # 2):

2. Vote Results for: Item No. 2

Time of Vote: 7:24:46 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y

Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**

**Number of Abstain Votes: 1**

**Public Comments**

Edward Jordan, presented an update from Keep Carter County Beautiful. He announced that Carter County was now officially recognized as Keep Carter County Beautiful by Keep America Beautiful and Keep Tennessee Beautiful.

John Bland, announced the Elizabethton/Carter County Animal Shelter would be hold a benefit on Saturday September 29. Brochures were distributed inviting everyone to attend.

Chris Little, spoke requesting that participation in the class action lawsuit concerning the opioid drug addiction problem be re-addressed by the commission.

Michael Warren spoke briefly concerning the "In God We Trust" signage issue and also urged everyone to vote.

**Election of Chairman and Vice Chairman of the Board of Commissioners**

The floor was opened for nominations as follows:

Sonja Culler nominated Robert Acuff  
Patty Woodby nominated Ray Lyons

No other nominations were presented, therefore nominations ceased.

Chairman, Robert Acuff relinquished the Chair with Vice Chairman Brad Johnson assuming the Chair as Chairman.

Robert Acuff and Ray Lyons were allowed to address the Commission voicing qualifications and reason for requesting the position. Following this, a voice roll call vote was taken.

Voice Roll Call vote for Chairman as follows:

Voting for Robert Acuff as follows: Robert Acuff, Mike Hill, Brad Johnson, Austin Jaynes, Isiah Grindstaff, Ross Garland, Sonja Culler, Robin McKamey, and Kelly Collins (9 Votes for Robert Acuff)

Voting for Ray Lyons as follows: Mark Blevins, Willie Campbell, Nancy Brown, Patty Woodby, Ronnie Trivett, Charles VonCannon, Jerry Proffitt, Ginger Holdren, Layla Ward, Randall Jenkins, Travis Hill, Gary Bailey, Ray Lyons, Aaron Frazier, and Rick Richardson.  
(15 Votes for Ray Lyons)

Robert Acuff having receiving 9 votes and Ray Lyons receiving 15 votes, **Ray Lyons was duly elected Chairman.**

The floor was opened for nominations for Commission Vice-Chairman. Nomination were received as follows: Charles VonCannon nominated Ross Garland  
Willie Campbell nominated Robert Acuff - Declined  
Nancy Brown nominated Randall Jenkins  
Sonja Culler nominated Brad Johnson

No other nominations were presented, therefore nominations ceased.

The Chair was relinquished by Brad Johnson to new Chair Ray Lyons at this time.

Each of the nominees for Vice-Chairman were allowed to address the Commission voicing qualifications and reason for requesting the position. Following this, a voice roll call vote was taken.

Voice Roll Call vote for Vice-Chairman as follows:

Voting for Ross Garland as follows: Charles VonCannon, Ross Garland, Ginger Holdren, and Gary Bailey. (4 Votes for Ross Garland)

Voting for Randall Jenkins as follows: Nancy Brown, Patty Woodby, Randall Jenkins, Travis Hill, Ray Lyons, Aaron Frazier and Rick Richardson. (7 Votes for Randall Jenkins)

Voting for Brad Johnson as follows: Mark Blevins, Willie Campbell, Robert Acuff, Mike Hill, Brad Johnson, Austin Jaynes, Isaiah Grindstaff, Jerry Proffitt, Layla Ward, Sonja Culler, Robin McKamey, and Kelly Collins. (12 Votes for Brad Johnson)

Passing: Ronnie Trivett (1 Passing)

Ross Garland, received four (4) votes, Randall Jenkins received seven (7) votes, and Brad Johnson received twelve (12 Votes) and one (1) passing.

County Attorney, Joshua Hardin informed the Commission that no nominee had received the necessary thirteen (13) votes. Therefore, the nominee receiving the lowest number of votes, Ross Garland, was dropped and the vote was re-taken.

Voice Roll Call vote for Vice-Chairman (vote #2) as follows:

Voting for Randall Jenkins as follows: Nancy Brown, Patty Woodby, Ronnie Trivett, Charles VonCannon, Randall Jenkins, Travis Hill, Aaron Frazier, and Rick Richardson. (8 Votes for Randall Jenkins)

Voting for Brad Johnson as follows: Mark Blevins, Willie Campbell, Robert Acuff, Mike Hill, Brad Johnson, Austin Jaynes, Isaiah Grindstaff, Jerry Proffitt, Ross Garland, Ginger Holdren, Layla Ward, Gary Bailey, Ray Lyons, Sonja Culler, Robin McKamey, and Kelly Collins. (16 Votes for Brad Johnson)

Randall Jenkins having received eight (8) votes, and Brad Johnson receiving sixteen (16) votes,  
**Bradley Johnson was duly elected as Vice-Chairman.**

**Appointment and Election of Commissioners by District to Standing Committees**

In accordance with Rule 10A in the Carter County, Tennessee Board of County Commissioners Reference Manual, Commissioners submitted a request on which committee they preferred to serve and filed with the Clerk. These request were placed in the Commissioners packets.

Chairman, Ray Lyons informed the Commission that the three commissioners in each district determine the committee(s) on which they will serve with the majority of that district prevailing. However, if no agreement can be reached among the three commissioners, a majority vote by the full commission is recommended.

Chairman Lyons stated the request submitted showed more than one had requested serving on committees.

Attorney, Hardin stated all discussion must be done in open court. Following discussion among commissioners, each district voiced the following committee members for their district.

**District 1:** Budget/Nominating : Willie Campbell  
Rules & Bylaws, Building & Grounds, Law Enforcement; Health & Welfare: Robert Acuff  
Education; Highway; Solid Waste/Landfill: Mark Blevins

Willie Campbell, Robert Acuff and Mark Blevins voiced that District 1 was in agreement with Committee as listed.

**District 2: Budget/Nominating: Patty Woodby**

Rules & Bylaws, Building & Grounds, Law Enforcement; Health & Welfare: Mike Hill  
Education; Highway; Solid Waste/Landfill: Nancy Brown

Following discussion concerning a possible conflict of interest and also noting that Committees will be re-visited in one year, District 2 was voiced as listed above.

Patty Woodby, Mike Hill and Nancy Brown voiced that District 2 was in agreement with Committees as listed.

**District 3: Budget/Nominating: Ronnie Trivett**

Rules & Bylaws, Building & Grounds, Law Enforcement; Health & Welfare: Brad Johnson  
Education; Highway; Solid Waste/Landfill: Charles VonCannon

Ronnie Trivett, Brad Johnson and Charles VonCannon voiced that District 3 was in agreement with Committees as listed.

**District 4: Budget/Nominating: Isaiah Grindstaff**

Rules & Bylaws, Building & Grounds, Law Enforcement; Health & Welfare: Jerry Proffitt  
Education; Highway; Solid Waste/Landfill: Austin Jaynes

Isaiah Grindstaff, Jerry Proffitt, and Austin Jaynes voiced that District 4 was in agreement with Committees as listed.

**District 5: Budget/Nominating: Ross Garland**

Rules & Bylaws, Building & Grounds, Law Enforcement; Health & Welfare: Layla Ward  
Education; Highway; Solid Waste/Landfill: Ginger Holdren

Ross Garland, Layla Ward, and Ginger Holdren voiced that District 5 was in agreement with Committees as listed.

**District 6: Budget/Nominating: Travis Hill**

Rules & Bylaws, Building & Grounds, Law Enforcement; Health & Welfare:  
Randall Jenkins  
Education; Highway; Solid Waste/Landfill: Gary Bailey

Travis Hill, Randall Jenkins, and Gary Bailey voiced that District 6 was in agreement with Committees as listed.

Chairman Ray Lyons, in order to discuss District 7 Committees, stepped down relinquishing the Chair to Vice-Chairman, Brad Johnson whom assumed the Chair.

**District 7: Budget/Nominating: Ray Lyons**

Rules & Bylaws, Building & Grounds, Law Enforcement; Health & Welfare: Aaron Frazier  
Education; Highway; Solid Waste/Landfill: Sonja Culler

Following some discussion, the above was listed as 7<sup>th</sup> District Committee choices.

Ray Lyons, Aaron Frazier, and Sonja Culler voiced that District 7 was in agreement with Committees as listed.

**District 8: Budget/Nominating: Kelly Collins**

Rules & Bylaws, Building & Grounds, Law Enforcement; Health & Welfare:  
Rick Richardson  
Education; Highway; Solid Waste/Landfill: Robin McKamey

Kelly Collins, Rick Richardson, and Robin McKamey voiced that District 8 was in agreement with Committees as listed.

Acting Chair Brad Johnson, allowed for discussion concerning Committees. This was followed by Mary Gouge, County Clerk reading the list of Committee members as noted.

**Motion** was made by Kelly Collins, seconded by Isaiah Grindstaff, to accept and affirm the commissioner appointment to the Budget/Nominating, Rules & Bylaws, Building & Grounds, Law Enforcement, Health & Welfare, Education, Highway, Solid Waste/Landfill Committees for 2018-2019 as listed. (Item # 3)

Roll Call Vote as follows (Item # 3):

3. Vote Results for: Item No. 3

Time of Vote: 7:40:18 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**

**Number of Abstain Votes: 1**

Brad Johnson acting Chairman stepped down and Ray Lyons assumed the seat as Commission Chairman.

Chairman Lyons discussed the sub-committees. It was noted some committee appointments have various length of term. Recommendation was made that the appointment of sub-committees be presented from the Nominating Committee.

Financial Management Committee appointment however, needed to be made during this meeting.

***Appointment to the Financial Management Committee (4 positions)***

Request made by Mike Hill was withdrawn.

Request made by Layla Ward was withdrawn.

The floor was then opened for nominations (no second is required).

Ross Garland nominated Ginger Holdren

Ronnie Trivett nominated Brad Johnson

Randall Jenkins nominated Travis Hill – withdrawn

Kelly Collins nominated Rick Richardson

Mark Blevins nominated Nancy Brown

Randall Jenkins nominated Aaron Frazier

Bob Acuff nominated Sheriff Dexter Luncelford

**Motion** was made by Isaiah Grindstaff, seconded by Robert Acuff to cease nominations. (Item # 4)

Roll Call Vote as follows (Item # 4):

4. Vote Results for: Item No. 4

Time of Vote: 7:56:25 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote

Willie Campbell voted: Y

Mark Blevins voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Patty Woodby voted: Y

Bradley Johnson voted: Y

Ronnie Trivett voted: N

Charles Von Cannon voted: Y

Isaiah Grindstaff voted: Y

Jerry Proffitt voted: Y

Austin Jaynes voted: Y

Ross Garland voted: Y

Layla Ward voted: Y

Ginger Holdren voted: Y

Randall Jenkins voted: Y

Gary Bailey voted: Y

Travis Hill voted: Y

Sonja Culler voted: Y

Ray Lyons voted: Y

Aaron Frazier voted: Y

Robin McKamey voted: Y

Kelly Collins voted: Y

Rick Richardson voted: Y

**Passed (23 Y - 1 N - 1 A - 0 Absent)**

**Number of Abstain Votes: 1**

Chairman Lyons called for a voice roll call vote with each Commissioner voicing their choice of up to four people to the Financial Management Committee.

Voice Roll Call Vote as follows:

Voting for Brad Johnson as follows: Mark Blevins, Willie Campbell, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Brad Johnson, Ronnie Trivett, Charles VonCannon, Austin Jaynes, Isaiah Grindstaff, Jerry Proffitt, Ross Garland, Ginger Holdren, Layla Ward, Randall Jenkins, Travis Hill, Gary Bailey, Sonja Culler, Robin McKamey, Rick Richardson, and Kelly Collins (22 Votes for Brad Johnson)

Voting for Ginger Holdren as follows: Mark Blevins, Willie Campbell, Robert Acuff, Nancy Brown, Patty Woodby, Brad Johnson, Ronnie Trivett, Charles VonCannon, Austin Jaynes, Isaiah Grindstaff, Jerry Proffitt, Ross Garland, Ginger Holdren, Layla Ward, Randall Jenkins, Gary Bailey, Ray Lyons, Aaron Frazier, Robin McKamey, Rick Richardson, and Kelly Collins. (21 Votes for Ginger Holdren)

Voting for Aaron Frazier as follows: Nancy Brown, Charles VonCannon, Randall Jenkins, Travis Hill, Gary Bailey, Ray Lyons, and Aaron Frazier. (7 Votes for Aaron Frazier)

Voting for Rick Richardson as follows: Mark Blevins, Willie Campbell, Robert Acuff, Patty Woodby, Brad Johnson, Ronnie Trivett, Charles VonCannon, Austin Jaynes, Isaiah Grindstaff, Jerry Proffitt, Ginger Holdren, Layla Ward, Travis Hill, Ray Lyons, Aaron Frazier, Robin McKamey, Rick Richardson, and Kelly Collins. (18 Votes for Rick Richardson)

Voting for Sheriff Dexter Lunceford as follows: Mark Blevins, Willie Campbell, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Brad Johnson, Ronnie Trivett, Austin Jaynes, Isaiah

(Voting for Sheriff Dexter Lunceford, Continued)

Grindstaff, Jerry Proffitt, Ross Garland, Ginger Holdren, Layla Ward, Randall Jenkins, Travis Hill, Gary Bailey, Ray Lyons, Sonja Culler, Aaron Frazier, Robin McKamey, Rick Richardson, and Kelly Collins. (23 Votes for Sheriff Dexter Lunceford)

Sheriff Dexter Lunceford, having received 23 votes, Brad Johnson receiving 22 votes, Ginger Holdren receiving 21 votes, and Rick Richardson receiving 18 votes, were duly appointed to the Financial Management Committee.

**Motion** was made by Isaiah Grindstaff, seconded by Robert Acuff, to accept and confirm the appointments of Sheriff Dexter Lunceford, Brad Johnson, Ginger Holdren, and Rick Richardson to the Financial Management Committee. (Item # 4)

Roll Call Vote as follows (Item # 4):

4. Vote Results for: Item No. 4

Time of Vote: 7:56:25 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: N  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

**Passed (23 Y - 1 N - 1 A - 0 Absent)**

**Number of Abstain Votes: 1**

**Notaries and Bonds**

**Motion** was made by Mike Hill, seconded by Isaiah Grindstaff, to approve the following notaries and bonds as follows: (Item # 5)

Notaries:

Reanna Ashley Bowman	Sharon L. Brumit Back
Sherry Ann McKinney	Susie Kay Rutledge
Amy Leann Hickman	Lisa K. Walsh

Constables:

Larry Perry	Gary Perry	Julie Guinn
Leonard Johnson	Jerry Miller	Scott Whaley
Bryan Russell	Harvey Shaffer	Mark Carrier
Larry Presnell, Jr.	John Henson	Bobby Trivette
Seth Babb	Ken Potter	Dave Ryan

**Leader marked Mark Blevins as absent at: 7:56:34 PM**

Roll Call Vote as follows (Item # 5)

5. Vote Results for: Item No. 5

Time of Vote: 8:12:19 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins was Absent  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: N  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

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

**Number of Abstain Votes: 1**

**Leader marked Mark Blevins as present at: 8:13:50 PM**

**Recess**

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

**Motion was made by Isaiah Grindstaff, seconded by Randall Jenkins, to accept and confirm the Commissioner appointments to the sub-committee, Financial Management Committee, as made tonight. (Item # 6)**

Roll Call Vote as follow (Item # 6):

6. Vote Results for: Item No. 6

Time of Vote: 8:19:13 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: N  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y

Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McCarney voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

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

**Election of School Board Member Replacement for the 4<sup>th</sup> District (Position Vacated by Mayor Rusty Barnett)**

Chairman Lyons, announced that only one application had been received to this position, this being by Danny Ward.

Nomination was made by Sonja Culler, seconded by Jerry Proffitt, to accept and appoint Danny Ward to fill the unexpired term of Rusty Barnett, to the Carter County Board of Education. (Item # 7)

Chairman Lyons allowed Mr. Ward to address the Commission.

Chairman Lyons called for a roll call vote.

Roll Call Vote as follows (Item # 7):

7. Vote Results for: Item No. 7

Time of Vote: 8:23:58 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: N  
Robin McCarney voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

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

**Proclamation for Suicide Prevention Awareness Month – September 2018**

**“A Resolution Officially Designating the Month of September 2018 as Suicide Prevention Awareness Month in Carter County”**

County Attorney, Joshua Hardin read the Resolution and presented the same for consideration.

**Motion** was made by Sonja Culler, seconded by Travis Hill, **to approve as presented,**  
**RESOLUTION No. 716**

**“A RESOLUTION OFFICIALLY DESIGNATING THE MONTH OF SEPTEMBER 2018 AS SUICIDE PREVENTION AWARENESS MONTH IN CARTER COUNTY.” (Item # 8) Recorded on pages 226-227**

Roll Call Vote as follows (Item # 8):

8. Vote Results for: Item No. 8

Time of Vote: 8:25:14 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**

**Number of Abstain Votes: 1**

**A Resolution to Approve the Program Policies and Procedures for Administration of the 2018 Home Program Funds Awarded to Carter County**

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

**Motion** was made by Ronnie Trivett, seconded by Rick Richardson, **to approve and adopt as presented,**

**RESOLUTION No. 717**

**“A RESOLUTION TO APPROVE THE PROGRAM POLICIES AND PROCEDURES FOR ADMINISTRATION OF THE 2018 HOME PROGRAM FUNDS AWARDED TO CARTER COUNTY.” (Item # 9) Recorded on pages 223-254**

Roll Call Vote as follows (Item # 9):  
9. Vote Results for: Item No. 9  
Time of Vote: 8:27:05 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

Passed (24 Y - 0 N - 1 A - 0 Absent)  
Number of Abstain Votes: 1

**Budget Items for Consideration – Chairwoman Sonja Culler**  
a. **Regular Monthly Budget Items**

**Motion** was made by Sonja Culler, seconded by Isaiah Grindstaff, to approve General Fund 101 Fiscal Year Ending June 30, 2019, Budget Amendment # 3, Item # 2, for \$10,000 coming from Fund Balance. This is to allocate funds for maintenance of cemetery roads. Funding was inadvertently omitted from the budget approved on 8/27/18. (Item # 10)  
Recorded on page 225

Roll Call Vote as follows (Item # 10):  
10. Vote Results for: Item No. 10  
Time of Vote: 8:27:29 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y

Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**  
**Number of Abstain Votes: 1**

**Motion was made by Sonja Culler, seconded by Isaiah Grindstaff, to approve General Fund 101 Fiscal Year Ending June 30, 2019, Budget Amendment # 3, Item # 2, in the amount of \$2,000. This is to reallocate funds to purchase a vehicle from the Assessor's Office for use by Zoning and Planning. Nothing coming from Fund Balance. (Item # 11)**  
Recorded on page 225

Roll Call Vote as follows (Item # 11):  
11. Vote Results for: Item No. 11  
Time of Vote: 8:29:19 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**  
**Number of Abstain Votes: 1**

**Cooperation Agreement with Emergency Communications District (911)**

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

**Motion** was made by Sonja Culler, seconded by Isaiah Grindstaff, to approve as presented, the **Cooperation Agreement for Emergency Communications Between Carter Emergency Communications District and County of Carter, A Political Subdivision of the State of Tennessee. (Item # 12)** Recorded on pages 260-265

Roll Call Vote as follows (Item # 12):

12. Vote Results for: Item No. 12

Time of Vote: 8:31:01 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

Passed (24 Y - 0 N - 1 A - 0 Absent)

Number of Abstain Votes: 1

**Appointment of Michael Kennedy as the Public Records Request Coordinator for Carter County**

**Motion** was made by Isaiah Grindstaff, seconded by Ross Garland, to approve the **Appointment of Michael Kennedy as the Public Records Request Coordinator for Carter County. (Item # 13)**

Roll Call Vote as follows (Item # 13):

13. Vote Results for: Item No. 13

Time of Vote: 8:31:26 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y

Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**  
**Number of Abstain Votes: 1**

Chairman Lyons apologized for mistakenly skipping Agenda Item 18. Jon Hartman was introduced and welcomed to the podium.

**Resolution to Approve an Incentives Policy to Attract and Retain Businesses in Carter County -**  
**- Jon Hartman, Director, Planning and Economic Development, City of Elizabethton**

Mr. Hartman addressed and distributed to the Commission information concerning where the incentive numbers come from. Three points of interest discussed were, Workforce Incentives, Real Property Incentives, and Personal Property Incentives.

**Motion** was made by Robert Acuff, seconded by Isaiah Grindstaff, to approve as presented,

**RESOLUTION No. 718**

**“A RESOLUTION TO APPROVE AN INCENTIVES POLICY TO ATTRACT AND RETAIN BUSINESSES IN CARTER COUNTY” (Item # 14)**

Recorded on pages 255-259

Roll Call Vote as follows (Item # 14):

14. Vote Results for: Item No. 14

Time of Vote: 8:42:38 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**  
**Number of Abstain Votes: 1**

Renewal of the Lease for the Probation/Parole Building

Motion was made by Mike Hill, seconded by Ronnie Trivett, to approve the First Amendment to Lease Agreement between Carter County and State of Tennessee. This property is located at 836 East Second St. Elizabethton, TN (Item # 15) Draft copy recorded on page 266-267

Roll Call Vote as follows (Item # 15):

15. Vote Results for: Item No. 15

Time of Vote: 8:43:22 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

Passed (24 Y - 0 N - 1 A - 0 Absent)

Number of Abstain Votes: 1

(\*Agenda Addition)

Permission to apply for grants to obtain additional AED's for County Buildings - No Matching Funds required

Motion was made by Robert Acuff, seconded by Travis Hill, to grant County Mayor Rusty Barnett, permission to sign and apply for grants to obtain additional Automated External Defibrillators (AEDs) to be placed in county buildings. No matching funds required. (Item # 16)

Discussion noted that the goal was to have an AED unit available in every county building.

Roll Call Vote as follows (Item # 16):

15. Vote Results for: Item No. 15

Time of Vote: 8:43:22 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y

Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**  
**Number of Abstain Votes: 1**

*(\*Agenda Addition)*

*Contract between First TN Development Dist. & Carter Co. for Local Planning Advisory Services*

**Motion was made by Robert Acuff, seconded by Mike Hill to grant Mayor Rusty Barnett, authorization to sign contract between First Tennessee Development District and Carter County, Tennessee, for Local Planning Advisory Services. (Item # 17)**  
Draft copy recorded on pages 268-270

Roll Call Vote as follows (Item # 17):

17. Vote Results for: Item No. 17  
Time of Vote: 8:45:23 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**  
**Number of Abstain Votes: 1**

**(\*Agenda Addition)**

**Appointment of Medical Examiner**

Motion was made by Sonja Culler, seconded by Robert Acuff, to appoint Matrina Schmidt, MD, of ETSU Forensic Pathology as Medical Examiner for Carter County. (Item # 18)

Roll Call Vote as follows (Item # 18):

18. Vote Results for: Item No. 18

Time of Vote: 8:45:45 PM

Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

Passed (24 Y - 0 N - 1 A - 0 Absent)

Number of Abstain Votes: 1

**NeTREP Update – CEO Mitch Miller and Kayla Carter**

(Kayla Carter was unable to be in attendance)

Mitch Miller was introduced and presented a brief report concerning projects and coming events with the Northeast Tennessee Regional Economic Partnership.

**Mayoral Report**

Mayor, Rusty Barnett presented the report. Entered as a matter of record on page 271.

Abby Morris-Frye was welcomed and introduced by Mayor Barnett, as his new Administrative Assistant.

**Committee Reports/Recommendations** – None

**County Attorney Report**

Joshua Hardin, County Attorney's report September 2018 entered into the minutes on page 271.

Motion was made by Travis Hill, seconded by Isaiah Grindstaff, to acknowledge and confirm Carter County as a part of General Litigation in Kane County, Utah v. United States (Class Action) U.S. Court of Federal Claims. (Item # 19)

Roll Call Vote as follows (Item # 19):  
19. Vote Results for: Item No. 19  
Time of Vote: 9:14:27 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

Passed (24 Y - 0 N - 1 A - 0 Absent)  
Number of Abstain Votes: 1

**Commissioner Comments**

Commission Chairman Ray Lyons, spoke addressing the Commission stating he was "humbled" to be Chair for 2018-2019 and was looking forward to working together, moving forward with city and county.

Commissioner and former Chair, Robert Acuff, extended a thank-you for the support he received as Commission Chair. He also extended an invitation to the monthly prayer breakfast at Southern Restaurant 7:00 AM – 8:00 AM held monthly on the 4<sup>th</sup> Monday.

Commissioner Nancy Brown, announced that a Commissioners Association Meeting would held in Jonesborough on September 27<sup>th</sup>.

Commissioner Charles VonCannon, noted that at Blevins Road Access Ramp a trash problem existed. Sheriff Dexter Lunceford, stated that he would check into inmates labor being used to pick up trash at this location.

**Motion was made by Isaiah Grindstaff, seconded by Randall Jenkins, to refer the trash issue located at the Blevins Road Access Ramp to the Health and Welfare Committee for research and recommendation. (Item # 20)**

Roll Call Vote as follows (Item # 20):  
20. Vote Results for: Item No. 20  
Time of Vote: 9:20:48 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Rusty Barnett does not vote  
Willie Campbell voted: Y  
Mark Blevins voted: Y

Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins voted: Y  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**

**Number of Abstain Votes: 1**

Commissioner Sonja Culler, expressed concern for victims of the recent hurricane Florence, some being her own family, to remember them in prayer. She also announced that she had some door prizes to be presented during the Tennessee County Commissioners Association regional meeting in Jonesborough on September 27.

Commissioner Ross Garland, stated that Emily Barton of the UT Extension Office was being recognized by the State Forestry Association as Forester of the Year. He also asked that former Commissioner JoAnn Blankenship, be remembered in thoughts and prayers due to health issues.

Commissioner Bradley Johnson, spoke concerning the ADA Compliance report. Gary Smith, EMA Director stated the report was forwarded to Isaiah Grindstaff to present before the Building and Grounds Committee for consideration.

Commissioner Isaiah Grindstaff, urged review of the Major Projects List, Building & Grounds Committee, which was placed in the packet.

**Adjourn**

**Motion to adjourn** was made by Sonja Culler, seconded by Randall Jenkins. Chairman, Ray Lyons adjourned the meeting at 9:25 PM

**Meeting Ended at: 9:25:15 PM**

**AGENDA**  
**CARTER COUNTY, TENNESSEE**  
**Board of County Commissioners**  
**REGULAR SESSION**  
**Monday, September 17, 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 Commission Meeting and the August 27, 2018 Regular Session Meeting
9. Public Comments
10. Election of Chairman and Vice Chairman of the Board of Commissioners
11. Appointment and Election of Commissioners by District to Standing Committees
12. Notaries and Bonds
13. Election of School Board Member Replacement for the 4<sup>th</sup> District (Position Vacated by Mayor Rusty Barnett)
14. Proclamation for Suicide Prevention Awareness Month – September 2018
15. A Resolution to Approve the Program Policies and Procedures for Administration of the 2018 Home Program Funds Awarded to Carter County



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, SEPTEMBER 17, 2018

RESOLUTION NO. 716

"A RESOLUTION OFFICIALLY DESIGNATING THE MONTH OF SEPTEMBER 2018 AS  
SUICIDE PREVENTION AWARENESS MONTH IN CARTER COUNTY"

WHEREAS, suicide is one of the most disruptive and tragic events a family and a community can experience, with more than 1,000 lives lost in Tennessee each year and an estimated 8-25 attempted suicides for each suicide death; and

WHEREAS, suicide is the tenth-leading cause of all deaths in Tennessee and the second-leading cause of death among people from the age of 10 - 24 (source: Tennessee Dept. of Health); and

WHEREAS, three lives a day are lost in Tennessee, which means we lose 21 Tennesseans each week and approximately 84 people per month; and

WHEREAS, Tennessee veterans, active-duty military personnel, and National Guardsman face a disproportionate risk as compared to the general population of Tennessee, with more dying from suicide than in combat; and

WHEREAS, public awareness of this tragic problem is the key to preventing further suffering and loss of life, and the risk for suicide can be reduced through awareness, education, and treatment, as the highest risk for suicide is among the survivors of those who died by suicide and those who have previously attempted suicide; and

WHEREAS, suicide prevention has been declared a statewide priority by the Governor and the Tennessee General Assembly; and the legislature, in partnership with the Tennessee Suicide Prevention Network, implements the Tennessee Strategy for Suicide Prevention based on the National Strategy for Suicide Prevention; and

WHEREAS, Tennessee is a national leader in the effort to prevent suicide, being one of the first states to develop a suicide prevention and evaluation plan covering the lifespan; and

WHEREAS, the Governor of Tennessee has appointed a Suicide Prevention Network Advisory Council to coordinate the implementation of the Tennessee Strategy for Suicide Prevention; and

WHEREAS, the Tennessee Suicide Prevention Network (TSPN) is a grassroots collaboration of Tennesseans and organizations working to eliminate the stigma of suicide, educate the community about the warning signs of suicide, and ultimately reduce the rate of suicide in our state; and

WHEREAS, the TSPN (tspn.org) is committed to excellence in suicide prevention, intervention, and post intervention; and

WHEREAS, Carter County Mayor Russell Barnett and the Board of County Commissioners for Carter County recognize the importance of suicide prevention awareness and the potential impact that suicide can have on 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 17<sup>th</sup> day of September, 2018, with a lawful quorum of said Board being present and with a majority voting in the affirmative that the Board, being joined by Carter County Mayor Russell Barnett, hereby adopts this Resolution officially designating the month of September 2018 as Suicide Prevention Awareness Month in Carter County, and the Board along with the Mayor urges all citizens to work to prevent suicide and to raise awareness and a spirit of tolerance around all people affected by this tragedy.

Adopted this 17<sup>th</sup> day of September, 2018.

CARTER COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS

APPROVED:

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

APPROVED:

By: *Russell Barnett*  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

VETOED:

By: \_\_\_\_\_  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

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

VETO OVERRIDE VOTE:

\_\_\_\_\_ YES VOTES

\_\_\_\_\_ NO VOTES

\_\_\_\_\_ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL  
OVERRIDE VOTE:



By: \_\_\_\_\_  
RAY LYONS, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

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

ATTEST:

*Mary Gouge*  
MARY GOUGE  
CARTER COUNTY CLERK

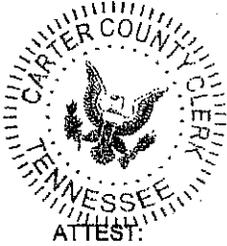
APPROVED AS TO FORM:

*Joshua A. Hardin*  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

VETO OVERRIDE VOTE:

\_\_\_\_\_ YES VOTES  
\_\_\_\_\_ NO VOTES  
\_\_\_\_\_ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL  
OVERRIDE VOTE:



By: \_\_\_\_\_  
RAY LYONS, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

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

*Mary Souge*  
\_\_\_\_\_  
MARY SOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

*Joshua A. Hardin*  
\_\_\_\_\_  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

**PROGRAM POLICIES AND PROCEDURES FOR  
CARTER COUNTY 2018 HOME PROGRAM**

**1. PURPOSE**

This program will make available financial and/or technical assistance for the rehabilitation of eligible substandard owner occupied housing units located in the community. Rehabilitation work will correct deficiencies in the eligible homes and make them safe, sound and sanitary.

**2. AUTHORITY**

The legal authority for this rehabilitation program comes from the working agreement with Tennessee Housing Development Agency, Public Law 101-625 (National Affordable Housing Act of 1990), as well as State and local laws.

**3. PROGRAM RESOURCES**

The source of funds for the undertaking of rehabilitation activities is a grant in the amount of \$500,000 which Carter County has been awarded by Tennessee Housing Development Agency (THDA) through the U.S. Department of Housing and Urban Development Home Investment Partnership Act.

**4. APPLICABLE LAWS**

The local governing bodies, contractors, sub-contractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.

1. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128 and 24 CFR 92.358)
2. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)(42 U.S.C. 4201-4655), (46 CFR Part 24, and 24 CFR 92.353)
3. Debarment and Suspension provisions as required by 24 CFR Part 24 and 24 CFR 92.357.
4. National Environment Policy Act of 1969 (NEPA), 24 CFR Parts 50 and 58, and 24 CFR 92-

352.

5. Equal Opportunity Provisions and Fair Housing, 42 CFR 92.350.
6. Affirmative Marketing, 24 CFR 92.351.
7. Lead-based Paint Poisoning Prevention Act, 24 CFR 92.355.
8. Conflict of Interest Provisions, 24 CFR 85.36 and OMB Circular A-110, and 24 CFR 92.356.
9. Davis-Bacon Act and Contract Work Hours and Safety Standards Act, and 24 CFR 92.354.
10. Intergovernmental Review of Federal Programs, Executive Order 112372 and 24 CFR 92.359.
11. Drug-Free Workplace, 24 CFR part 24, subpart F.
12. Standard Equal Opportunity Construction Contract Specifications.
13. Certification on Non-segregated Facilities for Contracts Over \$10,000.
14. Title VI of Civil Rights Act of 1964 Provisions.
15. Section 109 of Housing and Community Development Act of 1974 Provisions.
16. Section 3 Compliance Provisions.
17. Age Discrimination Act of 1975 Provisions.
18. Section 504 Affirmative Action for Handicapped Provisions.
19. And any other Federal requirements as set forth in 24 CFR Part 92, HOME Investment Partnerships Program.

## 5. ELIGIBILITY REQUIREMENTS

- A. **APPLICANT ELIGIBILITY CRITERIA** - The following criteria must be satisfied by all applicants in order to become eligible for a rehabilitation grant:
1. The applicant must be low or very low income as defined by Section 8 income requirements.
  2. The applicant must have been the resident of the property to be rehabilitated for a period of not less than one year, and must occupy the property as his or her principle residence.
  3. The applicant's ownership must be in the form of fee simple title, or a 99-year leasehold. The title must not have any restrictions or encumbrances that would unduly restrict the

good and marketable nature of the ownership interest.

4. The applicant must voluntarily apply for assistance.
5. All applicants must reside within Carter County (including Elizabethton); all property taxes must be paid and up to date.
6. The applicant must demonstrate the ability to maintain their residence in areas of on-going maintenance and repairs, safety hazards, and health/cleanliness issues.
7. The applicant must maintain homeowner's insurance covering structure replacement during the grant compliance period.
8. The applicant acknowledges that resources (family/friends) are readily available if temporary relocation is necessary during the rehabilitation construction period.
9. The County will give first priority to those applicants remaining on the waiting list from prior HOME grant program applicants.

#### 6. INCOME ELIGIBILITY

- A. **ANNUAL INCOME (GROSS INCOME)** - The HOME program uses the income definitions of the Section 8 program in determining the annual income (gross income) used to classify a household for purposes of eligibility. Annual income means all amounts, monetary or not, which:
1. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member;
  2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date. In other words, it is the household's *future* or *expected* ability to pay rather than its past earnings that is used to determine program eligibility. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period; and
  3. Which are not specifically excluded in paragraph G (Income Exclusions) below.
  4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
  5. **MONTHLY GROSS INCOME** - Monthly gross income is Annual Gross Income divided by 12 months.
- B. **ASSETS** - In general terms, an asset is a cash or noncash item that can be converted to cash. There is no asset limitation for participation in the HOME program. Income from assets is, however, recognized as part of Annual Gross Income. Assets have both a market value and a cash value.

1. **MARKET VALUE** - The market value of an asset is simply its dollar value on the open market. For example, a stock's market value is the price quoted on a stock exchange on a particular day, and a property's market value is the amount it would sell for on the open market. This may be determined by comparing the property with similar, recently sold properties.
  2. **CASH VALUE** - The cash value of an asset is the market value less reasonable expenses required to convert the asset to cash, including:
    - a. Penalties or fees for converting financial holding. Any penalties, fees, or transaction charges levied when an asset is converted to cash are deducted from the market value to determine its cash value (e.g., penalties charged for premature withdrawal of a certificate of deposit, the transaction fee for converting mutual funds, or broker fees for converting stocks to cash); and/or
    - b. Costs for selling real property. Settlement costs, real estate transaction fees, payment of mortgages/liens against the property, and any legal fees associated with the sale of real property are deducted from the market value to determine equity in the real estate.
    - c. Under Section 8 rules, only the cash value (rather than market value) of an item is counted as an asset.
- C. INCOME FROM ASSETS** - The income counted is the actual income generated by the asset (e.g., interest on a savings or checking account.) The income is counted even if the household elects not to receive it. For example, although a household may elect to reinvest the interest of dividends from an asset, the interest or dividends is still counted as income.
1. The income from assets included in Annual Gross Income is the income that is anticipated to be received during the coming 12 months.
    - a. To obtain the anticipated interest on a savings account, the current account balance can be multiplied by the current interest rate applicable to the account; or
    - b. If the value of the account is not anticipated to change in the near future and interest rates have been stable, a copy of the IRA 1099 form showing past interest earned can be used.
    - c. Checking account balances (as well as savings account balances) are considered an asset. This is recognition that some households keep assets in their checking accounts, and is not intended to count monthly income as an asset. Grantees should use the average monthly balance over a 6-month period as the cash value of the checking account.
  2. Assets above and below \$5,000 are treated differently.
    - a. If the family's assets are \$5,000 or less, actual income from assets (e.g., interest on checking account) is counted as annual income.

- b. If the family's assets are greater than \$5,000, income from assets is computed as the greater of:
    - i. actual income from assets, or
    - ii. imputed income from assets based on a passbook rate applied to the cash value of all assets.
3. Applicants who dispose of assets for less than fair market value (i.e., value on the open market in an "arm's length" transaction) have, in essence, voluntarily reduced their ability to afford housing. Section 8 rules require, therefore, that any asset disposed of for less than fair market value during the 2 years preceding the income determination be counted as if the household still owned the asset.
- a. The value to be included as an asset is the difference between the cash value of the asset and the amount that was actually received (if any) in the disposition of the asset.
  - b. Each applicant must certify whether an asset has been disposed of for less than fair market value. Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce or separation are not included in this calculation.
  - c. These procedures are followed to eliminate the need for assets limitation and to penalize people who give away assets for the purpose of receiving assistance or paying a lower rent.

**D. ASSETS INCLUDE:**

- 1. Amounts in savings accounts and six month average balance of checking accounts.
- 2. Stocks, bonds, savings certificates, money market funds and other investments accounts.
- 3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset. *DO NOT INCLUDE EQUITY OF PRINCIPAL RESIDENCE AS AN ASSET FOR HOMEOWNER REHABILITATION PROGRAMS.*
- 4. The cash value of trusts that are available to the household.
- 5. IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in penalty.
- 6. Contributions to company retirement/pension funds that can be withdrawn without retiring or terminating employment.
- 7. Assets which, although owned by more than one person, allow unrestricted access by

the applicant.

8. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements and other claims.
9. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
10. Cash value of life insurance policies.
11. Assets disposed of for less than fair market value during two years preceding certification or recertification.

**E. ASSETS DO NOT INCLUDE:**

1. Necessary personal property, except as noted in E(1)(I) above.
2. Interest in Indian Trust lands.
3. Assets that are part of an active business or farming operation.

NOTE: Rental Properties are considered personal assets held as an investment rather than business assets unless real estate is the applicant/tenants main occupation.

4. Assets not accessible to the family which provide no income to the family.
5. Vehicles especially equipped for the handicapped.
6. Equity in owner-occupied cooperatives and manufactured homes in which the family lives.

**F. INCOME INCLUSIONS -** The following are used to determine the annual income (gross income) of an applicant's household for purposes of eligibility:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income for operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (B)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is

reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the current passbook saving rate, as determined by HUD.

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment or prospective monthly amounts for the delayed start of a periodic amount (except Supplemental Security Income (SSI) or Social Security).
5. Payments in lieu of earnings, such as unemployment, workers compensation and severance pay (but see paragraph (3) under Income Exclusions).
6. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designed for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
  - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
  - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from on application of the percentage.
7. Periodic and determinable allowance, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
8. All regular pay, special pay and allowances of a member of the Armed Forces.

**G. INCOME EXCLUSIONS** - The following are excluded from a household's income for purposes of determining eligibility:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see paragraph (C)(5) above);
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

5. Income of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8.
  - a. Amounts received under training programs funded by HUD;
  - b. Amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care etc.) which are made solely to allow participation in a specific program;
  - d. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded must be received under employment training programs with clearly defined goal and objectives, and are excluded on for the period during which the family member participates in the employment training program.
9. Temporary, nonrecurring or sporadic income (including gifts);
10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. For public housing only, the earnings and benefits to any family member resulting from the participation in a program provided employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act, or any comparable federal, state, or local law during the exclusion period.
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment or in prospective monthly amounts.
15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on a dwelling unit.
16. Amounts paid by a state agency to a family with a developmentally disabled family members living at home to offset the cost of services and equipment needed to keep

the developmentally disabled family members at home; or

17. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions apply.
  - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
  - b. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA; Retired Senior Volunteer Program, Foster Grandparents, Program, youthful offenders incarceration alternatives, senior companions);
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));
  - d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 259e);
  - e. Payments or allowances made under the department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
  - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act;
  - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
  - h. The first \$2,000 of per capita shares received from judgement funds awarded by the Indian Claims Commissioner or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117);
  - I. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
  - j. Payment received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f));
  - k. Any earned income tax credit to the extent it exceeds income tax liability;
  - l. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other funds established pursuant to the settlement in the In Re Agent Orange product liability litigation MDL No. 381 (E.D.N.Y.);
  - m. The value of any child care provided or arranged (or any amount received as payment for such care of reimbursement for costs incurred for such care) under

the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

n. Payments received under the Main Indian Claims Settlement Act of 1980.

**H. TIMING OF INCOME CERTIFICATIONS** - All household that receive HOME assistance must be income eligible. At a minimum, income certification must be completed before assistance begins. A preliminary determination of eligibility may be made much earlier in the process.

1. Application processing is labor intensive. Early screening for income eligibility can eliminate excessive work in processing an ineligible applicant.
2. Establishing a deadline for formal eligibility determinations is a challenging part of the planning process. Generally, the HOME Program permits verification dated no earlier than 6 months prior to eligibility.
4. The Grantee must calculate the annual income of the household by projecting the prevailing rate of income of the family at the time the Grantee determines that the family is income eligible. The Grantee is not required to re-examine the family's income at the time the HOME assistance is provided, unless more than six months has elapsed since the Grantee determined that the family qualified as income eligible.

**I. INCOME VERIFICATION** - Grantees must verify and retain documentation of all information collected to determine a household's income. Under the Section 8 Program, there are three forms of verification which are acceptable: third-party, review of documents, and applicant certification.

1. **THIRD-PARTY VERIFICATION** - Under this form of verification, a third party (e.g., employer, Social Security Administration, or public assistance agency) is contacted to provide information. Although written requests and responses are generally preferred, conversations with a third party are acceptable if documented through a memorandum to the file that notes the contact person and date of the call.
  - a. To conduct third party verifications, a Grantee must obtain a written release from the household that authorized the third party to release required information.
  - b. Third-party verifications are helpful because they provide independent verification of information and permit Grantees to determine if any changes to current circumstances are anticipated. Some third-party providers may, however, be unwilling or unable to provide the needed information in a timely manner.
2. **REVIEW OF DOCUMENTS** - Documents provided by the applicant (such as pay stubs, IRS returns, etc.) may be most appropriate for certain types of income and can be used as an alternative to third-party verifications. Copies of documents should be retained in project files.

Grantees should be aware that although easier to obtain than third-party verifications, a review of documents often does not provide needed information. For instance, a pay

stub may not provide sufficient information about average number of hours worked, overtime, tips and bonuses.

5. **APPLICANT CERTIFICATION** - When no other form of verification is possible, a certification by the applicant may be used. For example, it may be necessary to use an applicant certification for an applicant whose income comes from "odd jobs" paid for in cash.

Applicant certification is the least reliable form of verification and may be subject to abuse. In some cases, the applicant certification can be supplemented by looking at the applicant's past history. The Grantee can review the previous year's income tax return to determine if the current year's income is consistent with activity for the previous year.

**J. CALCULATION METHODOLOGIES** - Grantees must establish methodologies that treat all households consistently and avoid confusion.

1. It is important to understand the basis on which applicants are paid (hourly, weekly or monthly, and with or without overtime). An applicant who is paid "twice a month" may actually be paid either twice a month (24 times a year) or every two weeks (26 times a year).
2. It is important to clarify whether overtime is sporadic or a predictable component of an applicant's income.
3. Annual salaries are counted as Annual Income regardless of the payment method. For instance a teacher receives an annual salary whether paid on a 9 or 12-month period.

**K. DETERMINING WHOSE INCOME TO COUNT** - Knowing whose income to count is as important as knowing which income to count. Under the Section 8 definition of income, the following income is *not counted*:

1. **INCOME OF LIVE-IN AIDES** - If a household includes a paid live-in aide (whether paid by the family or social service program), the income of the live-in aide, regardless of its source, is not counted. (Except under unusual circumstances, a related person can never be considered a live-in aide).
2. **INCOME ATTRIBUTABLE TO THE CARE OF FOSTER CHILDREN** - Foster children are not counted as family members when determining family size to compare with the Income Limits. Thus, the income a household receives for the care of foster children is not included; and
3. **EARNED INCOME OF MINORS** - Earned income of minors (age 17 and under) is not counted. However, unearned income attributable to a minor (e.g., child support, AFDC payments, and other benefits paid on behalf of a minor) is counted.
4. **TEMPORARILY ABSENT FAMILY MEMBERS** - The income of temporarily absent family members is counted in Annual Income - regardless of the amount the absent family member contributes to the household. For example, a construction worker earns \$600/week at a temporary job on the other side of the State. He keeps

\$200/week for expenses and send \$400/week home to his family. The entire \$600/week is counted in the family's income.

5. **ADULT STUDENTS LIVING AWAY FROM HOME** - If the adult student is counted as a member of the household in determining the Income Limit used for eligibility of the family, the student's income must be counted in the family's income.
6. **PERMANENTLY ABSENT FAMILY MEMBER** - If a family member is permanently absent from the household (e.g., a spouse who is in a nursing home), the head of the household has the choice of either counting that person as a member of the household, and including income attributable to that person as household income, or specifying that the person is no longer a member of the household.

<b>7. ELIGIBILITY REQUIREMENTS OF PROPERTY TO BE REHABILITATED</b>
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**A. DEFINITIONS** - The following are definitions of the various terms used with respect to eligibility requirements of property to be rehabilitated.

1. **DWELLING UNIT** - A housing structure which is used entirely for residential purposes.
2. **SINGLE FAMILY** - Designed for single-family use, although more than one family may be residing therein, if every resident has access to all parts of the structure.
3. **SUBSTANDARD** - Failing to meet the minimum housing requirements as set forth in the housing code of the Community or the SBCCI, HQS as defined by HUD, or as defined by the application.

**B. ELIGIBILITY CRITERIA**

1. The minimum HOME expenditure per unit must exceed \$1,000.
2. The dwelling unit must be located within the designated area as outlined in the application.
3. The dwelling unit must be classified as substandard, based on a written, detailed inspection report by a codes inspector.
4. The dwelling unit must not lie within a 100-year floodplain.
5. Vacant dwelling may be eligible if their owners are eligible, if the dwelling has been vacant due to its substandard conditions, and if the owner will occupy the vacant dwelling upon completion.

**8. RATING SYSTEM FOR RANKING OF APPLICANTS**

- A. The awarding of rehabilitation grants to eligible applicants will be based on priority according to which households are in greatest need for housing assistance. Houses will be rehabilitated in descending order, the household with most need first, the next household second, and so on until the funds are expended.
- B. The rating system is based on points. The most needy household will have the highest number of points. Information for determination of points is taken from the applications (HO-3) submitted by the homeowner. Each application shall be rated according to:

**1. INCOME/FAMILY SIZE**

Family Size	Annual Income
1	\$ 30,350
2	\$ 34,650
3	\$ 39,000
4	\$ 43,300
5	\$ 46,800
6	\$ 50,250
7	\$ 53,700
8	\$ 57,200

*Carter County, updated 6/15/2018*

If the income based on family size is less than the stated figure, the household will receive extra points.

- If 80% to 99% less - add 70 points
- If 60% to 79% less - add 60 points
- If 40% to 59% less - add 40 points
- If less than 39% - add 20 points

**2. NUMBER IN HOUSEHOLD**

1 Person Household.....	5 points
2 Person Household.....	10 points
3 Person Household.....	15 points
4 Person Household.....	20 points
5 Person Household.....	25 points
6 Person Household.....	30 points
7 Person Household.....	35 points
8 Person Household.....	40 points

- 3. NUMBER OF ELDERLY -** 10 points per person

For each household member at least 62 years old at time of application

4. **NUMBER OF HANDICAPPED OR DISABLED** - 10 points per person  
Household members receiving disability benefits from Social Security, a pension program, life insurance program, or a total or partial physical impairment which renders the person unable to work. Where there exists reasonable question, a doctor's certification will be used.
5. **FEMALE HEAD OF HOUSEHOLD** - 10 points per household
6. **NUMBER OF PERSONS 18 YEARS OLD OR YOUNGER** - 10 points per person
7. **CONDITION OF THE DWELLING STRUCTURE**

Standard	No points
Substandard	0 - 74
Life threatening	75 points

In the case of a tie between two or more applicants' point totals, these households will be ranked by their combined score in the income, number of elderly and number of handicapped scoring categories.

<b>9. TERMS, CONDITIONS AND CONSIDERATIONS FOR GRANTS</b>
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- A. **DETERMINATION OF THE AMOUNT OF THE GRANT** - The amount of a rehabilitation grant that an applicant may receive will not exceed:
  1. The actual and approved cost of the repairs and improvements necessary to make the dwelling unit conform to the housing standards adopted by the Grantee and THDA.
  2. The amount and structure of the grant must be consistent with the application submitted to THDA.
  3. When the applicant is furnishing supplementary funds from other sources, evidence that actual funds are available will consist of verifications and documentation by the Grantee that the applicant has deposited the required amount in the appropriate escrow account. Such deposit must be made before the grant application and any construction work can begin.
- B. **STRUCTURE OF FINANCIAL ASSISTANCE** - HOME funds are used to make forgivable grants to property owners to cover the full cost of needed rehabilitation work.
  1. To prevent owners from simply selling the property and profiting from the HOME funded improvements, the owners must repay the program if they sell the property within the compliance period. Part of the owner's obligations is forgiven each year they live on the property.
  2. Repayment of the rehabilitation grant shall be based on a twenty percent (20%) reduction of the amount to be repaid per year, according to the following schedule:

0-12 months	100%	repayment
after one (1) year	80%	repayment
after two (2) years	60%	repayment
after three (3) years	40%	repayment
after four (4) years	20%	repayment
after five (5) years	0%	repayment

3. The property owner must sign a Grant Note and a Deed of Trust. The Deed of Trust secures the Grant Note by placing a lien against the property and is activated if the owner attempts to sell within the compliance period.
4. In case of death, THDA does not require repayment as long as the ownership of the property passes to the heirs. If the heirs sell or rent the property, if the property is sold with monetary gain by any actions of a court to settle outstanding claims or settle estate, the grant must be repaid into the State's HOME account, less any forgivable portion.

**C. SUBORDINATION POLICY**

When a homeowner requests that the County subordinate to a new amount due to the refinancing of their mortgage, the County may subordinate if:

1. The reason for refinancing is to:
  - a. Make home improvements (upgrade the condition of the home).
  - b. Improve the homeowner's rate of interest by at least one percent.
  - c. Change terms from a variable interest rate to a reasonable fixed rate.
  - d. Eliminate a balloon payment feature at the end of a specified number of years.
  - e. Cash outs are not allowed except for in a. above.
2. The new appraisal on the home must exceed the amount of the new mortgage plus the amount of the County's grant.
3. There will be a \$150 fee imposed to the homeowner, due from refinancing proceeds.
4. Unless unusual circumstances exist, the County will not subordinate more than once.
5. The financial institution will prepare the Subordination Agreement for the County Mayor's signature, have it recorded and provide a copy to the County's Program Administrator.
6. The financial institution will provide the County's Program Administrator with a copy of the new appraisal and the Settlement Statement.
7. The County's Program Administrator shall be responsible for administering these Subordination Policies. Any matters that fall outside the parameters of this policy shall be decided by the County Mayor.

- D. OTHER GRANT CONDITIONS** - Specific terms and conditions are incorporated in the grant application and the contract documents. The applicant agrees to:

1. Allow inspection by the Grantee and/or THDA of the property whenever the Grantee and/or THDA determines that such inspection is necessary.
2. Furnish complete, truthful and proper information as needed to determine eligibility for receipt of rehabilitation grant money.
3. Permit the contractor to use, at no cost, reasonable existing utilities such as gas, water and electricity which are necessary to the performance and completion of the work.
4. Cooperate fully with the Grantee and the contractor to insure that the rehabilitation work will be carried out promptly.
5. The property owner agrees to maintain their newly rehabilitated structure to a minimum level as expected by local codes and provisions. This agreement will last the lifetime of the contractual agreements as outlined in the Grant Note and Deed of Trust.

<b>10. ELIGIBLE REHABILITATION ACTIVITIES</b>
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**A. INTRODUCTION** - A rehabilitation grant may be made only to cover the cost of rehabilitation necessary to make a dwelling unit conform to the local housing codes adopted by the jurisdiction in which the property is located and consistent with the application submitted to THDA.

**B. ELIGIBLE COSTS**

1. **EXISTING CODE VIOLATIONS** - Costs which can be included in rehabilitation grants are the costs of correcting existing housing code violations which have been determined by a qualified housing inspector and formalized in an individualized housing report.
2. **INCIPIENT CODE VIOLATIONS** - An incipient violation exists if at the time of inspection an element in the structure which, due to age, deterioration, wear, or normal usage will deteriorate within the life of the grant period and thus become code violations. Costs to correct these potential violations are eligible costs.
3. **PERMITS AND FEES** - Rehabilitation funds may be used to cover the cost of building permits and related fees required to carry out the proposed rehabilitation work. However, since the rehabilitation contract documents will require the contractor to pay them, these costs ordinarily would be included in the contract amount. Recording and filing fees are eligible costs.
4. **EQUIPMENT** - Rehabilitation funds may provide for the repair or purchase and installation of certain basic equipment necessary for the maintenance of the household in a safe, sanitary and healthy environment. These include such items as heating furnace, hot water heater, electrical and sanitary fixtures, kitchen stove, refrigerator, cabinets and sinks. Purchase and installation is acceptable if there is no such equipment in the dwelling or if the existing equipment is unsafe, unsanitary or non-

functional. There is a \$450 maximum expenditure (including taxes and delivery) for a kitchen stove, and an \$800 maximum expenditure (including taxes and delivery) for a refrigerator.

5. **HANDICAPPED** - Special alterations or costs related with making the dwelling more convenient or accessible for handicapped persons is an eligible cost. All work performance in these units must comply with all applicable codes as well as all Federal and State regulations.
6. **LEAD-BASED PAINT** - All costs associated with the abatement of lead-based paint hazards must comply with 24 CFR 92.355.
7. **DEMOLITION OF EXISTING STRUCTURES AND UTILITY CONNECTIONS** - All costs related to the demolition of existing structures and provide utility connections are to comply with SS92.206(a)3.
8. **DEMOLITION OR REMOVAL OF MANUFACTURED HOUSING UNITS (MOBILE HOMES)** - When replacing a manufactured housing unit with a new manufactured housing unit, the work write-up must explain how the substandard unit will be disposed of. If the substandard unit is to be taken to a dump site, then the contractor must supply the Grantee with a receipt or certification verifying that the unit was disposed of properly.
9. **EXTERIOR PAINTING** - Exterior painting is an eligible cost when it is necessary to maintain watertight exterior on the dwelling.
10. **GUTTERS** - Gutters are an eligible cost when rehabilitating the exterior of a unit or when reconstructing a unit.
11. **OTHER COSTS** - Rehabilitation costs not specifically required by the housing rehabilitation standards found necessary for the safety, health and general welfare of the occupants of the structure may be considered for eligibility, with prior consent of the Grantee's governing body and THDA, as well as any other cost as outlined in the Federal Register SS92.206. In cases of extreme hardship or unusual circumstances, limited assistance could be included for temporary relocation of the homeowner or storage costs; the Grantee and Program Administrator will make decision on a case-by-case basis.

**C. INELIGIBLE COSTS -**

1. Renovation of dilapidated out buildings.
2. Appliances, not required by code standards.
3. Materials, fixtures, equipment, or landscaping of type or quality that exceeds that customarily used in the locality for properties of the same general type as the property to be rehabilitated.
4. All items as outlined in CFR 92.214.

**D. RECONSTRUCTION HOUSING** - Prior to authorizing new dwellings, construction under the "Reconstruction" provisions of the HOME Program, the Grantee must determine if reconstruction is the more cost effective use of HOME funds.

1. When reconstruction is recommended, a completed HO-6, along with supporting documentation (a checklist or narrative stating deficiencies in the existing structure) and photographs must be submitted to THDA for review. If THDA concurs with the determination, written permission to proceed will be provided.
2. **REPLACEMENT HOME GUIDELINES** - The intent of a reconstruction activity is to provide assistance to homeowners who might not otherwise be helped due to the prohibitive cost of rehabilitating their existing home. A replacement home, if deemed the most cost-effective solution to the housing deficiencies, shall be prescribed by the grantee.
  1. Rehabilitation spending beyond reasonable limits on an existing home is not authorized if a replacement home is refused by the homeowner.
  2. A replacement home does not necessarily have to meet the same requirements as the existing home in terms of square footage, number of bedrooms/bathrooms or other design/amenity considerations.
  3. The replacement home must provide all permanent residents of the home with safe, decent, and sanitary housing within the terms of the CABO One and Two Family Dwelling Code (1995 edition), and/or local codes as applicable.

<b>11. HOUSING REHABILITATION SPECIFICATIONS</b>
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**A. INTRODUCTION** - This section sets forth the responsibilities of the Grantee for determining the rehabilitation work necessary to bring a dwelling into conformance with the minimum code adopted by the Grantee, and with the objective of the program as proposed in the application submitted to THDA. The Grantee will:

1. Inspect the property and prepare an inspection list noting code deficiencies.
2. Consult with and advise the owner of the work to be done and the availability of a rehabilitation grant.
3. Prepare a work write-up and cost estimate as a basis for a rehabilitation grant and for the bid process in contracting for the rehabilitation work and lead-paint hazard reduction activities.

**B. PROPERTY INSPECTION AND SPECIFICATIONS CHECKLIST** - The Grantee will have the property inspected by the Community and have a report prepared that identifies each deficiency with respect to the housing code adopted by the Community. The homeowner will also list other deficiencies and request for repairs which may be eligible for correction through the rehabilitation grant. These reports provide a proper basis for the preparation of the work write-up, cost estimate and contract specifications.

**C. WORK WRITE-UP AND COST ESTIMATE** - The work write-up and cost estimate is a statement based on the code inspection and itemizes all the rehabilitation work to be done on the dwelling and includes an estimate of the cost of each item. The cost estimate will be reasonable, reflect prevailing labor and material costs, and reflect a reasonable profit for the contractor.

1. **DUAL-USE OF WORK WRITE-UP** - The write-up will be detailed and specific in style. Each item will be identified as correcting a code violation, meeting a code requirement, or an eligible cost under the grant. This same write-up without the cost estimate will serve as a part of the specifications for the construction contract documents.
2. **ITEMIZING COSTS** - Each item of work and its estimated cost will be identified in the work write-up as either correcting a code violation, meeting a code requirement, or eligible under the grant. This will be done on the work write-up by entering the cost estimates in a columnar arrangement.
3. **OWNER PREFERENCE** - A work write-up need not contain details that have no significant effect on cost, such as color, style or pattern. The term "to be selected by owner" may be used appropriately.

**D. CONSULTATION WITH HOMEOWNER/APPLICANT** - The Grantee will consult with the prospective applicant on the work write-up and cost estimate. The Grantee will advise the applicant that only work that is directed toward correcting a code violation, meeting a code requirement or an eligible activity can be funded by the grant. The homeowner must understand that "general property improvements" or "cosmetic" improvements are not eligible for funding. The final work write-up (without costs) will be used by contractors for determining their bids and incorporated into the rehabilitation contract which the homeowner and contractor will sign. The homeowner should initial each page and sign the last page of the write-up.

**E. CLEARLY WRITTEN SPECIFICATIONS** - The work write-up will be written so that it provides a clear detailed understanding of the nature and scope of the work to be done and a basis for carefully determined bids and proposals from contractors. The homeowner shall have a clear understanding of the nature and scope of the work to be done and any limitations that may exist.

1. Each specification will show the nature and location of the work and the quantity and type of material required.
3. The specifications will refer to manufacturers' brand names and association standards to identify quality of material and equipment and may make provision for acceptable substitutes or quality and brand name requirements may be included in the "General Conditions and Specifications" and indicated by reference in the work write-up.

## 12. CONTRACTING FOR REHABILITATION WORK

**A. INTRODUCTION** - This section sets forth requirements and procedures with respect to the

construction contracts for housing rehabilitation financed through a rehabilitation grant. Rehabilitation work will be undertaken only through a written contract between the contractor and the property owner receiving the grant.

1. **FORM OF CONTRACT** - The construction contract will consist of a single document signed by the contractor and the property owner, following approval of the grant application. It will contain a bid, the Grantee's General Conditions and Specification by reference, the work write-up which specifies the work to be done, and the existing code violations.
2. **USE OF ALTERNATES** - The document prepared by the Grantee may contain alternates by which each bidder may increase or decrease the lump sum contract price, if the alternates are later accepted as part of the work to be performed.
3. **PROCUREMENT OF BIDS** - The Grantee will advertise openly and publicly for bids and encourage minority and female owned firms to bid on its projects.
4. The term "CONTRACTOR" applies to the firm bidding on work or receives an award and could be interpreted as a Licensed General Contractor, Licensed Remodeling Contractor, Project Management Firm, Licensed Mobile Home Manufacturers Retailer/Installer, or other applicable business vendor as pertains to the work being placed for bid.

**B. GENERAL CONDITIONS** - The bid package will include the following:

1. The address, time and date by which the bid should be submitted by the contractor
2. A provision that the bid be accepted by the homeowner within a specified length of time
3. A provision that the contractor start work within a specified length of time
4. A statement concerning the acceptability of progress payments
5. A provision that final payment on the contract amount will be made only after final inspection, acceptance of all work by the Grantee and the homeowner, and after the Grantee receives the contractor's invoice and release of liens, and claims for liens by the subcontractor, laborers and material suppliers for completed work or supplied materials.
6. Provisions that the contractor will be required to:
  - a. Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.
  - b. Perform all work in conformance with applicable local codes and requirements whether or not covered by the specifications and drawings for the work.
  - c. Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have

been removed and replaced as part of the work shall belong to the contractor, unless specifically stated otherwise within the work write-up.

- d. Not assign the contract without written consent of the Grantee and homeowner.
- e. Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract. Furthermore, furnish the homeowner, in care of the Grantee, with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.
- f. Include a statement as to whether the premises are to be either occupied or vacant during the course of construction work.
- g. A provision that the contractor may use existing utilities without payment during the course of the work.

**C. INSURANCE -**

1. The Contractor shall carry or require that there be carried Workman's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site in accordance with Tennessee State Workman's Compensation Laws.
2. The contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance. This insurance will be in an amount not less than \$100,000 for injuries including accidental death to any one person and for one accident, and to protect the contractor and his subcontractors against claims for injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles in the construction of the rehabilitation embraced in their contract.
3. The contractor shall carry during the life of the contract Property Damage Insurance in the amount of not less than \$50,000 to protect him and his subcontractors from claims for property damage which might arise from operations under their contract.
4. Before commencing work, the contractor shall submit evidence of the coverage required to the Grantee. A certificate of insurance shall be presented as the evidence.

**NOTE:** The Grantee is advised to consult with its attorney to insure that the extent, limit and amount of contractors insurance is consistent with the scope of the project and current State law.

**D. WORK WRITE-UPS, SPECIFICATIONS AND DRAWINGS -**The specifications, based on the code inspection, the work write-up and illustrative sketches, if any, covering the specific rehabilitation work for each property to be rehabilitated will be prepared by the Grantee. The specifications will:

1. Clearly identify the code violation;

2. Specify work to correct those violations;
3. Include the Grantee's estimated cost for rehabilitation;
4. Note any unusual features or limitations; and
5. Will be initialed on each page by the homeowner and signed on the signature page by the homeowner.

**E. INELIGIBLE CONTRACTORS** - The Grantee may determine a contractor ineligible to bid on projects when:

1. The Contractor is listed on the Federal Debarred list.
2. There is documented proof that the contractor has not paid material suppliers.
3. That the contractor has not completed projects within the allotted time frame.
4. There exist complaints by homeowners about quality of work and performance.

**F. INVITATION TO CONTRACTORS FOR BID AND PROPOSAL**

1. Announce program and advertise for contractors in local and/or regional newspapers at the beginning of the program and once each year thereafter.
2. The Grantee will accept applications from contractors throughout the life of the program.
3. The Grantee will develop and maintain a list of contractors, including minority and female headed firms within the region.
4. The Grantee will notify in a timely fashion in writing all contractors on list when bid packages are available.
5. The Grantee will document when and to whom invitations to bid are sent out and packages picked up.

**G. SELECTION OF A SUCCESSFUL BIDDER** - The opening of the sealed bids must meet these conditions:

1. The opening must be open to the public.
2. The lowest bid will prevail unless it falls under or over previously established limits as determined by the Grantee's cost estimate.
3. There must be **at least three competitive bids** by eligible contractors.
4. Minutes of the award and bid tabulations should be appropriately filed.
5. Questions concerning contractor eligibility shall be decided prior to opening bids.

6. Notify THDA to determine if contractors are debarred or not.
7. The Grantee may limit the number of bids awarded to any one contractor at any one bid, based upon the contractor's demonstrated limited manpower and resources.
8. If all bids exceed the amount of the construction budget, the Grantee may not negotiate solely with the low bidder. The project can be rebid or changed in scope. If the project is changed, then each bidder must be given the opportunity to bid again. Bidders must be informed that they have the right to change their original unit prices as long as they conform to the revised bid specifications. Grantees must maintain documentation to demonstrate that this process was followed.
9. If there are not at least three (3) competitive bids from eligible contractors, the project must be re-bid. If there are still not three bids after the project has been re-bid, the Grantee will contact THDA before awarding the contract.

**H. AWARD OF CONSTRUCTION CONTRACT** - The contract will become effective upon the signatures of the homeowner and contractor and with the Grantee's endorsement. The Grantee will distribute the executed contract documents as follows: original to Grantee, copy to homeowner, copy to contractor.

### **13. INSPECTION, CLOSE-OUT AND PAYMENT FOR REHABILITATION WORK**

**A. RESPONSIBILITY FOR MAKING INSPECTIONS** - Inspection of construction will be performed by the Grantee or its designate as follows:

1. Compliance inspections will be made as often as necessary to assure that the work is being completed in accordance with the community's building, electrical, mechanical and plumbing codes, zoning regulations; and any other related State or local laws and ordinances.
2. Inspections will be made as often as necessary to assure that the work being performed is in accordance with the terms of the construction contract.
3. Written notices of inspections shall be filed appropriately.

**B. PROGRESS PAYMENTS** - IF progress payments are allowed by the Grantee, the following condition exists: No more than one progress payment can be made and the payment will be 50% of the funds at the completion of 60% of the work.

**C. FINAL PAYMENTS**

1. **FINAL INSPECTION** - Upon completion of the rehabilitation work, a final inspection is held by Grantee. Any uncompleted work or work that is unsatisfactory is noted on a final "punch list" and sent to the Contractor in writing (HO-17 and HO-18). When these items are completed, the contract is complete.
2. **CERTIFICATION** - After the Grantee determines that the rehabilitation work has been fully and satisfactorily completed, the Certification of Completion and Final Inspection

is prepared (FM-7). The homeowner signs the Certification indicating that he accepts the rehabilitation work as meeting the terms and conditions of the contract. The contractor signs the Certification indicating that the work has been completed in accordance with the contract and that there are no unpaid claims for labor, materials, supplies, or equipment. The inspector signs the Certification indicating that work has been completed in accordance with the contract and authorizing final payment.

3. **NOTICE OF COMPLETION** - The Contractor shall file a Notice of Completion with the Register of Deeds in the county that the work is performed and returned a certified copy to the Grantee.
4. **MAKING FINAL PAYMENT** - When the final inspection determines that the work is completed in accordance with the contract and the homeowner has accepted the work, the Grantee will obtain from the contractor a release of liens, including all subcontractors and suppliers, and a copy of each warranty due the owner for the work. The Grantee may make final payment at the time.
5. If the homeowner refuses to sign the final acceptance, the Grantee may authorize full payment for those items which are undisputed and acceptable to all parties.

<b>14. GRIEVANCE PROCEDURE</b>
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- A. The Grievance Procedure should be made a part of the contract between the homeowner and the contractor. Disputes between the homeowner, Grantee and contractor may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the grievance procedure will be followed.
  1. The grievance by the homeowner or contractor is to be filed with the program administrator in writing.
  2. The program administrator will meet with the homeowner/contractor and attempt to negotiate a solution.
  3. Contact the THDA Community Programs Division at (615) 741-3007 should the program administrator fail to negotiate a solution.
- B. **GRIEVANCE PROCEDURE** - If this fails, the program administrator will follow the grievance procedure as outline below:
  1. All claims or disputes between the owners and contractor arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise.
  2. The owners and contractor shall submit all disputes or claims, regardless of the extent of the work's progress, to an agreed upon arbitrator unless the parties mutually agree otherwise.

3. Notice of the demand for arbitration shall be filed in writing with the other party to this rehabilitation agreement and shall be made within a reasonable time after the dispute has arisen.
  4. The award rendered by the arbitrator shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
  5. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the contractor, the arbitrator may award costs and attorney's fees in favor of the contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the owners, the arbitrator may award costs and attorney's fees in favor of the owner.
- C. **THE WRITTEN CONTRACT** - The contract and the rehabilitation specifications, along with the housing code report, provide the basic documentation by which the relative merits of any dispute will be judged.

<b>15. MISCELLANEOUS</b>
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- A. **CONFLICT OF INTEREST OF PUBLIC OFFICIALS** - No elected or appointed Federal, State and local official, member of the local governing body, or any other public official or employee who exercises any functions or responsibilities in conjunction with the administration of the housing rehabilitation shall have any interest, direct or indirect, in the proceeds or benefits of the rehabilitation grant program. In those cases where the interest may not be direct or indirect and the conflict of interest is only "apparent", the Grantee must contact THDA for clarification before proceeding. THDA will not routinely consider requesting an exemption to the conflict of interest provisions from HUD.
- B. **KICKBACKS AND DISCOUNTS** - No member of the governing body of the Grantee or any Grantee employee shall receive kickbacks or discounts from either contractors or property owners in return for special favors in regard to housing rehabilitation.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, SEPTEMBER 17, 2018

RESOLUTION NO. 718

"A RESOLUTION TO APPROVE AN INCENTIVES POLICY TO ATTRACT  
AND RETAIN BUSINESSES IN CARTER COUNTY"

WHEREAS, The Board of County Commissioners for Carter County feels that it is in the best interest of the citizens of Carter County to incentivize businesses to locate, remain and grow within Carter County; and

WHEREAS, the incentives Policy, attached hereto as an exhibit and fully incorporated herein by specific reference, will assist the Board in accomplishing these goals on behalf of the citizens of Carter County; and

WHEREAS, The Carter County Budget Committee has previously studied the attached Incentives Policy and has recommended the same for passage by the full 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 17<sup>th</sup> day of September, 2018, with a lawful quorum of said Board being present and with a majority voting in the affirmative that the Board hereby approves the Incentives Policy attached hereto.

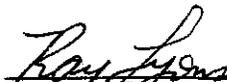
BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its approval the welfare of the county demanding.

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.

Adopted this 17<sup>th</sup> day of September, 2018.

CARTER COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By:   
RAY LYONS, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By:   
RUSSELL BARNETT  
CARTER COUNTY MAYOR

VETOED:

By: \_\_\_\_\_  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

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

VETO OVERRIDE VOTE:

\_\_\_\_\_ YES VOTES

\_\_\_\_\_ NO VOTES

\_\_\_\_\_ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL  
OVERRIDE VOTE:

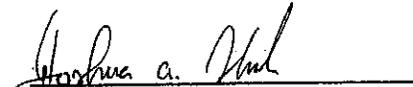
By: \_\_\_\_\_  
RAY LYONS, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

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

ATTEST:

  
\_\_\_\_\_  
MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

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## Incentives Policy

### **Intent**

It is the intent of this policy to help provide last-dollar incentives to businesses and companies responsibly and with minimal impact to current tax payers in order to encourage the location and expansion of these businesses and companies in Elizabethton and Carter County.

Additionally, in providing these incentives, it is the intent of this policy to advance and grow the economy in Elizabethton and Carter County, provide capital investment to attract additional businesses and companies to this local area, and provide career or occupational opportunities for citizens.

### **Definitions**

*Industrial Companies* – Companies whose primary function North American Industry Classification System (NAICS) code starts with 31-33, 484, 493, or 55.

*Qualified Job* – Annual full-time equivalent (FTE) employment positions (which shall be filled no less than 90 percent of the annual work days) which must also provide health insurance and a retirement plan during employment. These positions must have an hourly wage equal to or greater than the 25<sup>th</sup> percentile of the appropriate first-level (XX-0000) occupational code according to the most recent Occupational Employment Statistics from the Bureau of Labor Statistics at the metropolitan statistical area (MSA) level or, if data at the MSA level is not available, 90 percent of the 25<sup>th</sup> percentile wage at the state level. For these positions to qualify, they must also be above the previous 3-year annual average of FTEs for the company's locations within the MSA. Tourism companies shall be exempt from the requirements of a retirement plan.

*Tourism Companies* – Companies whose primary function NAICS code starts with 713, 114, or 5615.

### **General Incentive Policies**

The Carter County Commission and Elizabethton City Council give the express permission and authority to their respective Industrial Development Board's (IDB's) to create, negotiate, and offer incentives to industrial companies and tourism companies within their respective jurisdictions in accordance with and not to exceed these incentive policies.

All incentives offered under this policy shall take the form of a Payment in Lieu of Taxes (PILOT).

In no case shall an incentive decrease the amount of property taxes collected by more than 40 percent of taxes paid prior to an incentive being offered.

Any and all fees associated with legal or consultant work for the purposes of developing and executing a PILOT incentivized through this policy shall be paid 100 percent by the company receiving the incentive.

The IDB of Carter County and IDB of the City of Elizabethton may amend this policy in order to update the "dollar per qualified job" incentive amounts mentioned below to keep up with changing inflation

and salary demands without approval of the Carter County and City of Elizabethton governing bodies so long as:

1. The same numbers are agreed upon by both IDBs;
2. The new number does not increase more than 3 percent; and
3. Is not amended more than once for every 2 years.

Any other changes to this policy must be approved by the legislative body.

**Workforce Incentives**

A percentage of the incentive per job shall be awarded for both city and county awards based on the following number of jobs created in no more than a 5-year period:

- 9 or less qualified jobs – no workforce incentives;
- 10-15 qualified jobs created - 90 percent of the workforce incentive;
- 16-25 qualified jobs created - 95 percent of the workforce incentive; and
- 26 or more qualified jobs created - 100 percent of the workforce incentive.

A workforce incentive award of 160 dollars per qualified job shall be awarded for industrial companies and 53 dollars per qualified job for tourism companies within Carter County. An additional workforce incentive award of 600 dollars per qualified job shall be awarded for industrial companies adding jobs and 147 dollars qualified job for tourism companies adding jobs within the limits of the City of Elizabethton. The incentive shall be taken within 5 years of the incentive being accepted.

**Capital Expenditures Incentives**

**Real Property**

Capital incentives for real property shall only be calculated on the increase in the value of the property beginning in the fiscal year a Certificate of Occupancy is issued and the improvement has been reassessed by the Tax Assessor. Real property incentive discounts shall be determined by the amount of the investment and number of qualified jobs described in the chart below.

Years	Property Tax Incentive on the Value of Real Property Capital Investment			
	Less than \$5 million		Greater than or Equal to \$5 million	
	Less than 25 qualified jobs	25 qualified jobs or more	Less than 25 qualified jobs	25 qualified jobs or more
1	80%	100%	90%	100%
2	60%	80%	80%	90%
3	40%	60%	70%	80%
4	20%	40%	60%	70%
5	0%	20%	50%	60%
6	0%	0%	40%	50%
7	0%	0%	30%	40%

8	0%	0%	0%	0%
9	0%	0%	0%	0%
10	0%	0%	0%	10%
11	0%	0%	0%	0%

If qualified jobs have a wage greater than 130 percent of the 25<sup>th</sup> percentile of the hourly wage for the Johnson City MSA or, if the MSA level is not available, 120 percent of the state level (according to the most recent Occupational Employment Statistics from the Bureau of Labor Statistics), then the incentive category of "25 jobs or more" shall be used according to the amount of the investment.

#### **Personal Property**

Capital incentives for personal property shall only be available to projects meeting minimum requirements of hiring 10 or more qualified jobs and investing \$500,000 in personal property or a minimum of \$1 million investment in personal property. The incentive shall take effect as soon as the personal property is delivered to the site and has been assessed by the Tax Assessor. The personal property shall remain at the incentivized site for no less than 5 years once the incentive is approved. Personal property incentive discount shall be determined by the amount of the investment and number of qualified jobs described in the chart below.

Years	Property Tax Incentive on the Value of Personal Property Capital Investment	
	Less than 25 qualified jobs	25 qualified jobs or more
1	66%	100%
2	33%	66%
3	0%	33%
4	0%	0%

If qualified jobs have a wage greater than 130 percent of the 25<sup>th</sup> percentile of the hourly wage for the Johnson City MSA or, if the MSA level is not available, 120 percent of the state level (according to the most recent Occupational Employment Statistics from the Bureau of Labor Statistics), then the incentive category of "25 jobs or more" shall be used according to the amount of the investment.

#### **Reporting**

The incentivized company shall provide a report on the anniversary of the incentive being signed. The report shall include the baseline qualified jobs (the number of jobs at the time of the incentive agreement being signed) and the current number of qualified jobs certified by a Certified Public Accountant, and the progress of any capital investments incentivized including proof that incentivized personal property is located in an Elizabethton or Carter County facility.

#### **Compliance Failure**

If a company fails to meet the requires prescribed in this policy during the incentivized period, the IDB where the incentive originated may either (1) reassess the company's changes and make a new incentive offer (which shall retroactively start at the same time as the previously approved incentive offer) subtracting the amount of the incentive already received, or (2) require the company to pay back the incentive that was already received to the respective governing bodies and void the incentive offer. If the originating IDB believes that the company was unreasonably and substantially unable to meet their obligations and goals in attempting to obtain an incentive offer after the offer has been made, by ¾ vote, the IDB shall require the company to pay any incentives received back to the appropriate governing bodies in full, rescind the previous incentive offer, and any IDB within Carter County shall be prohibited from making an incentive offer to the same company for a period no less than 3 years.

**COOPERATION AGREEMENT FOR  
EMERGENCY COMMUNICATIONS BETWEEN  
CARTER COUNTY EMERGENCY COMMUNICATIONS DISTRICT  
AND  
COUNTY OF CARTER, A POLITICAL SUBDIVISION OF THE STATE OF  
TENNESSEE**

This AGREEMENT made and entered into by and between **CARTER COUNTY EMERGENCY COMMUNICATIONS DISTRICT**, (hereinafter known as CARTER COUNTY 911), a quasi- governmental entity, located at 529 South Sycamore Street, Elizabethton, Tennessee 37643, and **COUNTY OF CARTER, A POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE** (hereinafter known as CARTER COUNTY) a governmental entity with its primary offices located at 801 East Elk Avenue, Elizabethton, Tennessee.

For and in consideration of CARTER COUNTY 911 providing to CARTER COUNTY certain 911 related benefits, including dispatching services for the Carter County Sheriff's Department and (7) seven Carter County Volunteer Fire Departments, managing the MSAG/911 database, addressing-mapping GIS service, providing maintenance of facility, providing 911 equipment, such as controller/telephone systems, generator, logging recorder, UPS, GIS mapping systems, radios, CAD, maintenance costs for the 911 equipment, a 911 vehicle used for mapping and addressing, PSAP furniture, and the cost for administrative personnel to manage operations of CARTER COUNTY 911, CARTER COUNTY agrees to pay the annual sum of **TWO HUNDRED THREE**

**THOUSAND SIX HUNDRED SIXTY THREE DOLLARS (\$203,663.00)**, for the fiscal year 2018-2019. This sum shall be paid quarterly in the amount of **FIFTY THOUSAND NINE HUNDRED FIFTEEN DOLLARS and SEVENTY FIVE CENTS (\$50,915.75)**, with said payments being due and payable on or before the last business day of each quarter (September, December, March, June). Said fee is based upon the direct operating expense of CARTER COUNTY 911 and then prorated to CARTER COUNTY's portion, or call volume.

CARTER COUNTY 911 also receives funding from the Tennessee Emergency Communications Board per Tenn. Code Ann. §7-86-303; and the funding from CARTER COUNTY shall not be deemed as a de facto tax in contravention of Tenn. Code Ann. §7-86-106, but said funding is for charges for services authorized under Chapter 7 of Tenn. Code Ann.

During the term of this agreement, CARTER COUNTY hereby agrees to refrain from reducing its financial contributions to the District in order to comply with the 911 Funding Modernization and IP Transition Act of 2014 (T.C.A. § 7-86-303 (e)), and Carter County 911 agrees to maintain and enhance the emergency communications services it provides to CARTER COUNTY.

Should CARTER COUNTY be more than thirty (30) days late on any quarterly installment specified hereinabove, CARTER COUNTY 911 shall have the right to terminate direct dispatch services if CARTER COUNTY has not cured said breach after fourteen (14) days written notice provided to CARTER COUNTY and after a motion to terminate direct dispatch services to CARTER COUNTY is passed by a majority vote of

the Board of Directors of CARTER COUNTY 911. Non-payment of the quarterly installment shall be considered a material breach of the terms and provisions of this agreement.

Should CARTER COUNTY 911 breach this contract by failing to provide CARTER COUNTY the 911 related benefits detailed herein, including dispatching services for the Carter County Sheriff's Department, and (7) seven Carter County Volunteer Fire Departments, CARTER COUNTY shall have the right to terminate this contract if CARTER COUNTY 911 has not cured said breach after fourteen (14) days written notice provided to CARTER COUNTY 911. Failing to provide said 911 related benefits shall be considered a material breach of the terms and provisions of this agreement.

The term of this agreement shall extend for a period of one year, beginning on the 1st day of July, 2018, and terminating on the 30th day of June, 2019. The contract shall terminate at the expiration of the term set forth herein if the terms of the agreement are not renegotiated and/or renewed prior to the expiration of said term; however the contract shall continue in full force and effect beyond the expiration of the term upon the then existing terms during any period in which the parties are engaged in good faith negotiations for the renewal of the contract.

It is agreed by the parties that should either party elect to terminate this contract during an existing term for any reason, other than a material breach of the terms of the agreement as detailed above, a mandatory notice period of ONE HUNDRED and TWENTY (120) DAYS is required, in writing, delivered to the business addresses of

each party stated and contained herein. Notice shall be considered effective by hand delivery or by mailing same, via the United States Postal Service, first class mail. Each party shall keep the other informed of any change in its mailing or physical address. During the termination notice period the obligations of CARTER COUNTY 911 to perform the 911 related services detailed herein and the obligation of CARTER COUNTY to provide payment in full consistent with the provisions set forth hereinabove shall continue in full force and effect.

If an incident or incidents occur during which CARTER COUNTY 911, its agents, employees, representatives or assigns, are unable to perform the services detailed hereinabove for CARTER COUNTY, due to an act of nature, force of nature, including but not limited to riots, acts of violence or terrorism, in person or via interruption of electronic equipment, acts of third parties, or any act not directly attributable to the negligence of CARTER COUNTY 911, its agents, employees, representatives or assigns, CARTER COUNTY 911 will make all commercially reasonable efforts to restore full service and operational function at the earliest opportunity. Carter County 911 will not suffer a reduction in payment for such incident or incidents.

In the event an interruption of service occurs that is directly related to the negligence of CARTER COUNTY 911, its agents, employees, representatives or assigns, which results in an inability to provide said services to CARTER COUNTY, and said interruption continues for a period of 12 hours, or longer, CARTER COUNTY shall be entitled to a pro-rata reduction for their payment of services for the following month. CARTER COUNTY agrees that any damages they may suffer due to an interruption in

services related directly to the negligence of CARTER COUNTY 911, its agents, employees, representatives or assigns, shall be limited to their actual damages suffered, and they specifically waive the right to punitive damages, attorneys fees, discretionary costs or other expenses associated with any such claim or demand.

In addition to the annual audits to be conducted by CARTER COUNTY 911 as required by Tenn. Code Ann. §7-86-113, CARTER COUNTY will be allowed to conduct independent audits, if it chooses to do so, to ensure the fees being calculated are in accordance with the percentage of use calculations. Said audits will be at the cost and expense of CARTER COUNTY. CARTER COUNTY 911 will make available all books, records, and 911 call information to enable CARTER COUNTY to conduct said audit.

In the event any portion of this contract is deemed, for any reason, invalid, unenforceable or otherwise inconsistent with any other term, the entire agreement shall not be considered modified or altered in any way, and the remaining terms shall remain in full force and effect, binding upon both parties. The terms or provisions deemed unenforceable will be severed and the remaining provisions will be fully enforceable.

This agreement is governed by the laws of the State of Tennessee, except to the extent otherwise required by the laws of the United States of America.

This agreement may not be amended or modified by oral agreement. No amendment or modification is effective unless made in writing and executed by both parties. This agreement is the final expression of the terms of the parties for the purposes set forth hereinabove.

THIS the 17 Day of September, 2018.

Russell Barnett  
RUSSELL BARNETT, MAYOR,  
CARTER COUNTY, TENNESSEE

\_\_\_\_\_  
TERRY DALE BLEVINS,  
DIRECTOR,  
CARTER COUNTY  
EMERGENCY  
COMMUNICATIONS DISTRICT

Mary Gouge  
MARY GOUGE, COUNTY CLERK

\_\_\_\_\_  
MIKE SHOUSE, CHAIRMAN  
BOARD OF DIRECTORS,  
CARTER COUNTY  
EMERGENCY  
COMMUNICATIONS DISTRICT



AGENCY: Department of Correction	LE 7031/ 329.01
ALLOTMENT CODE: 501.03	COST CENTER: 10007

This Instrument Prepared By:

State of Tennessee  
Real Estate Asset Management  
24<sup>th</sup> Floor Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Carter County ("Lessor") and State of Tennessee ("State").

**WITNESSETH:**

WHEREAS, the State and Lessor entered into a Lease Agreement dated January 1, 2017 (the "Lease"), for the premises consisting of 1,776 rentable square feet in the building located at Carter County Government, 836 East Second St. Elizabethton, TN, Carter County, Tennessee; and

NOW THEREFORE, in consideration of the mutual covenants made herein, the receipt and sufficiency of which are acknowledged, the parties agree to amend the Lease as follows:

1. **Amendment of Lease.** Terms of the Lease not amended or modified by this Amendment shall remain unchanged, except to the extent necessary to give meaning to amendments or modifications contained in this Amendment.

2. **Term.** The parties have agreed to extend the term of the Lease for a period of two (2) years from the current expiration of December 31, 2018 to December 31, 2020 ("the Extended Term."). Accordingly, the first sentence of Section 6 is hereby deleted and the following inserted in its place and stead:

"The Term of this Lease shall commence January 1, 2017 and shall end on December 31, 2020 with such points of termination as are hereinafter expressly set forth."

3. **Notices.** Paragraph 6 of the Lease is amended as follows:

To the State at:  
Department of General Services  
Attn: Real Estate Asset Management: Leasing  
William R. Snodgrass Tennessee Tower  
24<sup>th</sup> Floor, 312 Rosa L. Parks Avenue  
Nashville, TN 37243-02996

4. **Ratification.** The Lease, as now modified by this Amendment, is ratified in all respects.

5. **Conflicts.** If any conflict exists between the terms of this Amendment and the terms of the Lease, as modified, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

LANDLORD: CARTER COUNTY GOVERNMENT    TENANT: STATE OF TENNESSEE:

By: \_\_\_\_\_ Robert E. Oglesby, Commissioner of Department of  
General Services  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Date: \_\_\_\_\_

LANDLORD NOTARY  
STATE OF TENNESSEE  
COUNTY OF CARTER

Before me, \_\_\_\_\_, Notary Public in and for the County and State aforesaid, personally appeared, \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Mayor of Carter County, the within named Landlord, and that he as such Mayor executed the within instrument for the purposes herein contained by signing the name of the entity by himself as such Mayor.  
Witness my hand and seal at office in \_\_\_\_\_ Tennessee, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

TENANT NOTARY  
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, \_\_\_\_\_, Notary Public in and for the County and State aforesaid, personally appeared Robert E. Oglesby, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Commissioner of the Department of General Services for the State of Tennessee, the within named Tenant, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of the State of Tennessee, by himself as Commissioner, Department of General Services for the State of Tennessee. Witness my hand and seal, at office in Nashville, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Contract Between**  
**FIRST TENNESSEE DEVELOPMENT DISTRICT**  
**AND**  
**CARTER COUNTY, TENNESSEE**  
**FOR**  
**LOCAL PLANNING ADVISORY SERVICES**

This **CONTRACT**, entered into as of July 1, 2018 by the First Tennessee Development District (FTDD), an agency composed of member governments in Northeast Tennessee, and Carter County, Tennessee.

**I. FINDINGS & DECLARATIONS**

- A. Tennessee Code Annotated, §13-14-101 and the following sections establish a delineation of regions deemed viable to the economic development of the state, and allow creation of development districts for these regions, encompassing one (1) or more counties or parts of counties, so they are conducive to efficient planning and orderly economic development of the state.
  
- B. FTDD is empowered, among other duties, "to receive and expend funds from any sources for staffing, for research, planning, coordination, economic development, demonstration projects and other activities deemed necessary to promote the efficient, harmonious and economic development of the region."
  
- C. Carter County, referred to as the chief legislative body, requests the FTDD to provide planning advisory services, and agrees to appropriate the necessary funds for these services.

## II. CONTRACT

In consideration of these findings and declarations and other valuable considerations, the parties agree as follows:

- A. During the twelve (12) month period beginning July 1, 2018, and ending June 30, 2019, the FTDD agrees to furnish the services of professionally trained planning advisors who will confer with the local planning commission, board of zoning appeals and other local officials with respect to all phases of the comprehensive planning program. Planning recommendations are advisory only; local communities and their appropriate representatives have the sole authority to enact and enforce ordinances and other regulatory tools. A Work Program derived from the elements listed below is attached. The signatories to this contract agree to the items listed in the Work Program. Other activities may be included depending on the scope and nature of the desired services and FTDD capacity. All activities must be agreed upon mutually by the community and FTDD. Planning services may include but are not limited to the following activities:
1. Attendance at planning commission and/or boards of zoning appeals meetings; assistance in the preparation or review of the long range work program of the planning commission; preparation of comprehensive plans, Public Chapter 1101 Growth Management Plans and amendments, and other planning studies and documents.
  2. Preparation of land use controls for implementation and enforcement by the Carter County Planning Commission and local community officials including but not limited to zoning ordinances, subdivision regulations, flood plain management regulations, or other land use controls; review of development proposals; advice and assistance to administrators of zoning, subdivision regulations, and other land use controls.
  3. Access to the resources of a regional office including basic mapping services and planning related research. In depth GIS mapping and other GIS projects will be charges through a separate fee structure unrelated to this contract.
  4. Specialty training for planning commissions, boards of zoning appeal and local administrators; assistance in providing information on planning activities and interpreting planning programs and activities to the public through meetings and conferences, news releases and presentations before various groups.
  5. Advice and assistance on all matters relating to state, federal, and regional programs that affect planning and implementation for the locality.
- B. Payment for services provided by FTDD to Carter County is based on the agreed-upon activities requested in Section II.A. of this Contract. For the purpose of providing funds necessary to carry out the provisions of this contract, **IT IS AGREED** that the chief legislative body will pay to the FTDD the sum of **\$14,100** annually, plus any funds made available by the State of Tennessee specifically for the purpose of planning, payable in total upon the effective date of this contract, or in bi-annual installments of **\$7,050** due

and payable on the first day of the first and third quarters of each fiscal year. The contracting community hereby authorizes the FTDD to apply on the community's behalf for any eligible funds from State sources to supplement the planning contract amount.

- C. Either party may terminate this contract by giving written notice to the other party specifying the date of termination, at least ninety (90) days before the termination date. Upon termination of the contract, the obligation of the FTDD to conduct and carry on the program agreed to under this Contract shall cease, the financial obligation of the chief legislative body as described in this Contract above likewise ceases. If prepayment has been made by the chief legislative body, the FTDD will determine, by prorating, the amount to be refunded.
- D. This contract is for a period of twelve months. Local governments are under no obligation to continue FTDD planning services beyond the dates specified in this contract.
- E. In all matters relating to the performance of this contract, the FTDD Executive Director acts for the FTDD, and the Mayor acts for Carter County, Tennessee.

The parties execute this contract through their duly authorized representatives.

**For the First Tennessee Development District**

By: \_\_\_\_\_  
Chris Craig, Executive Director

**For Carter County, Tennessee**

By: \_\_\_\_\_  
Rusty Barnett, Mayor

**For the Carter County Planning Commission**

By: \_\_\_\_\_  
Jerry Pearman, Carter County Planning Commission Chair

Carter County Mayor's Report to Commission on 09/17/2018

- Carter County was lucky to avoid significant rainfall from Hurricane Florence. Mayor Barnett commended EMA Director Gary Smith for his work in preparation ahead of the storm. The county had plans for four shelters should they be needed.
- County will now be livestreaming Commission meetings through social media for citizens who are unable to attend in person.
- HOME Grant – Carter County was approved for a \$500,000 HOME grant through Tennessee Dept. of Housing and Urban Development. This grant will help home owners bring their homes up to code. The grant is currently beginning the environmental review phase.
- Working on grant to obtain additional AED units for county buildings. Currently many of the county's buildings do not have AED units available.
- Community Block Development Grant for new Emergency Operations Center – Carter County recently received notification we were approved for a \$315,000 CBDG grant to assist with the creation of a new Emergency Operations Center.
- Courthouse maintenance issues – repaired roof over vault in Register of Deeds Office; replaced glass in first floor door on monument side after door was broken.
- Will be working to move Commissioner mailboxes from the County Clerk's Office to the Mayor's Office.

COUNTY ATTORNEY REPORT  
SEPTEMBER 2018

General Litigation update:

1. Kane County, Utah v. United States (Class Action)  
U.S. Court of Federal Claims
2. Gary and Cynthia Fritts v. Jonathan Simerly, et al.  
United States District Court for the Eastern District of TN

Other Work performed/ongoing:

1. Research completed and opinions rendered for various county office holders and commissioners as requested.
2. Sheriff's Office - Participate in Civil Service Board hearing; Continued assistance with potential Verizon Wireless agreement.
3. County Commission - Research and facilitate participation in class action litigation on behalf of county as discussed above; Attend informational workshop and distribute updated 2018 Commissioner Reference manuals; Review and revisions of proposed 911 contract for commission approval; Research regarding school board vacancy issues; Research medical examiner appointment issue; Research multiple committee appointment questions.
4. Finance Department – Assistance provided with potential conflict of interest issue.
5. Industrial Development Board – Research conducted regarding ongoing issues and attended Board meeting; Review/Edit Incentives Policy Resolution.
6. Mayor's Office – Meetings with Mayor; Review of Home Grant documentation and draft Resolution to approve policies and procedures; Review of Lease for Probation/Parole office; Review of FTDD contract; Draft/Edit Suicide prevention Awareness Resolution.
7. Animal Shelter – Research multiple issues for Animal Shelter Director.
8. Circuit Court Clerk – Research and provide assistance with several matters.
9. Election Office – Research and assist with vacancy issues.