

**Board of County Commission  
Carter County, Tennessee  
REGULAR SESSION  
Monday, June 17, 2019**

**Call to Order** – In the absence of Chairman Ray Lyons, due to health reasons, Interim Chairman Ross Garland, called the meeting to order at 6:05 PM.

**Name of Configuration File: C:\RollCall-Pro\Configurations\  
June 17, 2019 Commission Meeting.rcc  
Date and Time of New Session: 6/17/2019 6:05:18 PM**

Beginning Roll Call for New Session:

Willie Campbell is Present  
Mark Blevins is Present  
Robert Acuff is Present  
Nancy Brown is Present  
Mike Hill is Present  
Patty Woodby is Present  
Bradley Johnson is Present  
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 absent  
Aaron Frazier is Present  
Robin McKamey is Present  
Kelly Collins is Present  
VACANT is absent

**DRAFT**

**Number of Voters PRESENT for Roll Call: 22  
Number of Voters ABSENT for Roll Call: 2**

**Quorum Present**

**Courthouse Emergency Egress Plan – EMA Director Gary Smith**

**Approval of Agenda**

Motion was made by Travis Hill, seconded by Austin Jaynes, to approve tonight's agenda as presented. By majority voice vote, all ayes, motion carried. Recorded on page 732

**Opening Prayer – Commissioner Willie Campbell**

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 was Absent  
 Aaron Frazier voted: Y  
 Robin McKamey voted: Y  
 Kelly Collins voted: Y  
 VACANT was Absent

DRAFT

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

Approval of Notaries & Bonds

Motion was made by Sonja Culler, seconded by Isaiah Grindstaff, to approve the Notaries/Bonds as presented for June 2019. (Item #2)

Jane King	Gary Smith	Mary Evelyn Buck	
Lori J. Birchfield	Kimberly Eggers	Kenneth Paul Murphy	
Stephanie Michelle Ward	Jackie Barnett	Melissa Lewis	
Mary Reed	Michael G. Blair	Veronica Starr Nave	
Tammy Potter	Cody Shell	Hannah Denney	
Allison O'Dell	*****	Sherry Vandeventer	

Roll Call Vote as follows (Item #2):  
 2. Vote Results for: Item No. 2  
 Time of Vote: 6:30:13 PM  
 Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
 Mark Blevins voted: Y  
 Robert Acuff voted: Y  
 Nancy Brown voted: Y  
 Mike Hill voted: Y  
 Patty Woodby voted: Y  
 Bradley Johnson voted: Y  
 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 was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
VACANT was Absent

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

Public Comments -- 5 minutes per person

John Bland spoke concerning the Elizabethton/Carter County Animal Shelter. He stated all the problems have been fixed or nearly fixed. He extended a "huge" thank-you to Chris Schuettler for helping resolve the problems.

Wes Frazier spoke expressing a "thank-you" to Chris Schuettler for his work with the Snap-On Tool expansion and Animal Shelter issues.

Kelly Arnold informed the Commission that legislation House Bill 950 has passed in regards to electric monitoring indigence fund. A resolution to be discussed in committee for further recommendation.

Resolutions

- A. *Resolution Honoring Lt. William Michael Fraley for 30 years of service with the Carter County Sheriff's Office*

Mayor Rusty Barnett, Law Enforcement Committee Chairman Jerry Proffitt, and Carter County Sheriff Dexter Lunceford approached the podium for the following presentation.

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

Motion was made by Nancy Brown, seconded by Sonja Culler, to adopt as presented,

**RESOLUTION No. 734**

**"A RESOLUTION HONORING LIEUTENANT WILLIAM MICHAEL FRALEY FOR HIS THIRTY (30) YEARS OF SERVICE TO THE CITIZENS OF CARTER COUNTY AND THE CARTER COUNTY SHERIFF'S OFFICE"** (Item #3) Recorded on pages 733 - 734

Roll Call Vote as follow (Item #3):

3. Vote Results for: Item No. 3

Time of Vote: 6:30:32 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: Y

Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
VACANT was Absent

DRAFT

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

Resolutions

B. *Resolution honoring Jerry Griffin for service to Carter County whitewater rafting community*

Mayor Rusty Barnett, Health & Welfare Committee Chairman Robert Acuff, Ken Gouge Parks and Recreation Committee Chairman, approached the podium for the presentation.

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

Motion was made by Robert Acuff, seconded Mike Hill, to adopt as presented,

**RESOLUTION No. 735**

**“ A RESOLUTION HONORING MR. JERRY GRIFFIN FOR HIS SERVICE TO THE CITIZENS OF CARTER COUNTY AND THE WHITEWATER RAFTING COMMUNITY.”** (Item #4) Recorded on pages 735-736

Roll Call Vote as follows (Item #4):

4. Vote Results for: Item No. 4

Time of Vote: 6:39:35 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: A  
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 was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y

Kelly Collins voted: Y  
VACANT was Absent

Passed (21 Y - 0 N - 1 A - 2 Absent)  
Number of Abstain Votes: 1

Mr. Bradley a friend of Mr. Griffin, spoke and praised him for his great contribution to the whitewater rafting community of Carter County TN.

Resolution

C. *Resolution authorizing application for/acceptance of TDOT litter grant*

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

Motion was made by Sonja Culler, seconded by Austin Jaynes, to adopt as presented,  
**RESOLUTION No. 736**

**“A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION AND ACCEPTANCE OF A LITTER AND TRASH COLLECTING GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CARTER COUNTY LITTER GRANT PROGRAM FOR FISCAL YEAR 2019-2020.” (Item #5) Recorded on pages 737-738**

Roll Call Vote as follows (Item #5):

5. Vote Results for: Item No. 5

Time of Vote: 6:40:08 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Patty Woodby voted: Y

Bradley Johnson voted: Y

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 was Absent

DRAFT

TENNESSEE A SECOND AMENDMENT SANCTUARY  
COUNTY." (Item #6) Recorded on pages 739-741

Roll Call Vote as follows (Item #6):

6. Vote Results for: Item No. 6

Time of Vote: 6:45:17 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Patty Woodby voted: Y

Bradley Johnson voted: Y

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 was Absent

Aaron Frazier voted: Y

Robin McKamey voted: Y

Kelly Collins voted: Y

VACANT was Absent

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

Number of Abstain Votes: 0

Appointment to Fill Vacancy on Financial Management Committee

Interim Chairman Ross Garland, opened the floor for nominations filling the vacancy on the Financial Management Committee due to the death of Rick Richardson, 8<sup>th</sup> District Commissioner.

Nominations were made as follows:

Travis Hill was nominated by Aaron Frazier,

Austin Jaynes was nominated by Sonja Culler,

Charles VonCannon was nominated by Ronnie Trivett.

Motion was made by Mike Hill, seconded by Jerry Proffitt to cease nominations. (Item # 7)

Roll Call Vote as follows (Item #7):

7. Vote Results for: Item No. 7

Time of Vote: 8:16:34 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Patty Woodby voted: Y

Bradley Johnson voted: Y

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 was Absent

Aaron Frazier voted: Y

Robin McKamey voted: Y

Kelly Collins voted: Y

David Miller voted: Y

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

**Number of Abstain Votes: 0**

Nominees were then given the opportunity to speak, stating qualifications and reasons for wanting the position.

Interim Chairman Ross Garland, then called for a voice roll. Each Commissioner was requested to voice the name of whom they wish to vote when called upon.

Voice Roll Call as follows:

Voting for Travis Hill: Mark Blevins, Willie Campbell, Robert Acuff, Nancy Brown, Patty Woodby, Ronnie Trivett, Charles VonCannon, Isaiah Grindstaff, Ross Garland, Layla Ward, Randall Jenkins, Travis Hill, Aaron Frazier. (12 Votes for Travis Hill)

Voting for Austin Jaynes: Robert Acuff, Mike Hill, Brad Johnson, Austin Jaynes, Jerry Proffitt, Ginger Holdren, Gary Bailey, Sonja Culler, Robin McKamey, Kelly Collins.  
(10 Votes for Austin Jaynes)

Voting for Charles VonCannon: None (0 Votes for Charles VonCannon)

Absent: Ray Lyons (1 Absent)

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 was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
David Miller voted: Y

DRAFT

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

**Number of Abstain Votes: 0**

Nominees were given the opportunity to speak, stating qualifications and reasons for wanting the position.

Interim Chairman Ross Garland, then called for a voice roll. Each Commissioner was requested to voice the name of whom they wish to vote when called upon.

Voice Roll Call Vote-#1 as follows:

Voting for Cody McQueen: Ronnie Trivett, Charles VonCannon, Ross Garland, Layla Ward, Randall Jenkins, and Aaron Frazier. (6 votes for Cody McQueen)

Voting for David Miller: Mark Blevins, Willie Campbell, Robert Acuff, Nancy Brown, Mike Hill, Brad Johnson, Robin McKamey, and Kelly Collins. (8 votes for David Miller)

Voting for Donnie Graham: None (0 votes for Donnie Graham)

Voting for Jeff Guinn: Patty Woodby, Austin Jaynes, Isaiah Grindstaff, Jerry Proffitt, Layla Ward, Travis Hill, Gary Bailey, and Sonja Culler. (8 Votes for Jeff Guinn)

Cody McQueen received six (6) votes, David Miller received eight (8) votes, Donnie Graham received zero (0) votes, and Jeff Guinn received eight (8) votes. Being a tie vote, the nominees receiving the tie votes were voted on again.

Voice Roll Call Vote-#2 as follows:

Voting for David Miller: Mark Blevins, Willie Campbell, Robert Acuff, Nancy Brown, Mike Hill, Brad Johnson, Ronnie Trivett, Charles VonCannon, Ross Garland, Ginger Holdren, Randall Jenkins, Aaron Frazier, Robin McKamey, and Kelly Collins. (14 Votes for David Miller)

Voting for Jeff Guinn: Patty Woodby, Austin Jaynes, Isaiah Grindstaff, Jerry Proffitt, Layla Ward, Travis Hill, Gary Bailey, and Sonja Culler. (8 Votes for Jeff Guinn)

Absent: Ray Lyons (1 Absent)

David Miller receiving fourteen (14) votes, and Jeff Guinn receiving eight (8) votes, **David Miller was duly elected to fill the unexpired term of Rick Richardson, as 8<sup>th</sup> District Commissioner.**

County Clerk, Mary Gouge administered the Oath of Commissioner, County Commissioner of the 8<sup>th</sup> District to David Miller at this time.

Commissioner David Miller, assumed his chair as 8<sup>th</sup> District Commissioner.

Leader marked VACANT as present at: 7:07:59 PM

Interim Chairman Ross Garland, called for a recess. Meeting recessed at: 7:09:46 PM

Following the recess, Interim Chairman Ross Garland, called the meeting back to order. A roll call was requested.

**Roll Call June 17, 2019 (session 2) as follows:**

Name of Configuration File: C:\RollCall-Pro\Configurations\

June 17 2019 Commission Meeting.rcc

Date and Time of New Session: 6/17/2019 7:24:50 PM

**Roll Call (Session 2) as follows:**

Beginning Roll Call for New Session:

Willie Campbell is Present

Mark Blevins is Present

Robert Acuff is Present

Nancy Brown is Present

Mike Hill is Present

Patty Woodby is Present

Bradley Johnson is Present

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

Following a lengthy discussion, the following motion was made.

**Motion** was made by Mike Hill, seconded by Sonja Culler, to accept **Column A of the Carter County, Tennessee Proposed Budget, Detailed Revenue/Other Sources and Expenditures/Other Uses, Fiscal Year Ending June 30, 2020, as of June 11, 2019.**  
(Session #2 – Item #1)  
See page 742

Discussion continued. Question on the motion was made by Ronnie Trivett. However, it failed to receive a second and discussion continued.

Interim Chairman Ross Garland, called for a roll call vote.

Roll Call Vote as follows (Session #2-Item #1):

1. Vote Results for: Item No. 1.Con

Time of Vote: 7:59:09 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: N

Mark Blevins voted: N

Robert Acuff voted: Y

Nancy Brown voted: N

Mike Hill voted: Y

Patty Woodby voted: N

Bradley Johnson voted: Y

Ronnie Trivett voted: N

Charles Von Cannon voted: A

Isaiah Grindstaff voted: N

Jerry Proffitt voted: Y

Austin Jaynes voted: Y

Ross Garland voted: Y

Layla Ward voted: N

Ginger Holdren voted: Y

Randall Jenkins voted: A

Gary Bailey voted: N

Travis Hill voted: N

Sonja Culler voted: Y

Ray Lyons was Absent

Aaron Frazier voted: N

Robin McKamey voted: Y

Kelly Collins voted: Y

David Miller voted: A

**Tie Vote (10 Y - 10 N - 3 A - 1 Absent)**

**Number of Abstain Votes: 3**

**(Motion Failed—12 Y needed to pass)**

Discussion following noting that a ten (10) business day published notice would be required. This is prior to a Special Called Meeting for Planning Commission as well as a Special Called Meeting for the Full Commission. This item was also noted as being a time sensitive.

**Motion** was made by Charles VonCannon, seconded by Mike Hill, to reconsider and vote again on the previous vote taken. (See--Session #2, Item #1) taken. (Session #2-Item #2)

Roll Call Vote as follows (Session #2-Item #2):

2. Vote Results for: Item No. 2

Time of Vote: 7:59:46 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: N

Mark Blevins voted: N

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Patty Woodby voted: N

Bradley Johnson voted: Y

Ronnie Trivett voted: N

Charles Von Cannon voted: N

Isaiah Grindstaff voted: N

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: N

Travis Hill voted: Y

Sonja Culler voted: Y

Ray Lyons was Absent

Aaron Frazier voted: N

Robin McKamey voted: Y

Kelly Collins voted: Y

David Miller voted: Y

DRAFT

**Passed (15 Y - 8 N - 0 A - 1 Absent)**

**Number of Abstain Votes: 0**

Interim Chairman Ross Garland, called for a roll call vote on the revised request, **Column A of the Carter County, Tennessee Proposed Budget, Detailed Revenue/Other Sources and Expenditures/Other Uses, Fiscal Year Ending June 30, 2020, as of June 11, 2019.** (Session #2-Item #3)

Interim Chairman Garland noted this vote is a yes to accept, or no to reject.

Roll Call Vote as follows (Session #2-Item #3):

3. Vote Results for: Item No. 3

Time of Vote: 8:11:56 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: N

Mark Blevins voted: N

Robert Acuff voted: Y

Nancy Brown voted: N

Mike Hill voted: Y

Number of Abstain Votes: 2  
FAILED – 12 Y Needed to Pass

Mayoral Report – Mayor Rusty Barnett

Mayor Barnett presented reports and updates on the following items:

- Snap-On expansion
- FEMA meeting with the Highway Department scheduled
- Contract with City of Elizabethton concerning trash
- Tourism – Fishing League Worldwide Tournament at Watauga Lake in 2020
- Rhododendron Festival
- Whitewater -School Board donation of property at Green Ridge

DRAFT

**Donnie Sparks was appointed to the Board of Commissioners of the Roan Mountain Utility District of Carter County by Mayor Rusty Barnett. In accordance with T.C.A. 7-82-307(a); to serve from July 1, 2019 until June 30, 2023. Entered into the minutes this the 17<sup>th</sup> day of June 2019.**

Interim Chairman, Ross Garland stepped down relinquishing the chair to temporary Vice Chairman Isaiah Grindstaff which assumed the chair at this time.

Committee Reports

Agriculture Committee – Ross Garland – A brief report was presented. However, no recommendations were made.

**Carter County Expenditure Report for the Month of May 2019** was provided to Carter County Commissioners by Brad Burke, Finance Director. Included in the report were the Account Numbers, Account Description, Budget Amounts, Budget Amendments, and Amended Budgets, Month-to-day expenditures. Outstanding encumbrances, and Unencumbered Balances were provided in the report as well.

Budget Committee – Ross Garland, Chairman

**Motion was made by Ross Garland, seconded by Travis Hill, to approve a five-year operating lease for a postage machine used by the general county. The lease calls for sixty (60) monthly payments of \$192.37; with total payments of \$11,542.20. (Session #2-Item #4)**

Roll Call Vote as follows (Session #2-Item #4):

4. Vote Results for: Item No. 4

Time of Vote: 8:13:03 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Patty Woodby voted: Y

Bradley Johnson voted: Y

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 was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
David Miller voted: Y

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

**Motion was made by Ross Garland, seconded by Sonja Culler, to approve the carryover of unused total appropriations of \$26,866.01 in the General Fund's Animal Shelter major category to 2019-2020. Balances are \$13,516 in #55120-712 (Heating and Air Conditioning Equipment) and \$13,350.01 in #55120-799 (Other Capital Outlay) as of June 17, 2019. Carryover funds are to be used for repairs to the HVAC system at the Animal Shelter. (Session #2-Item #5)**

Roll Call Vote as follows (Session #2-Item #5):  
5. Vote Results for: Item No. 5  
Time of Vote: 8:13:56 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: N  
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 was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins 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 was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
David Miller voted: Y

DRAFT

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

**Motion** was made by Ross Garland, seconded by Mark Blevins, to approve General Fund #101 Amendment #12 (items 1-32) for a total of \$683,098.55 with six items and \$59,815.86 coming from unassigned fund balance. Funds from unassigned fund balance will be used to provide additional funding for the following categories/offices:  
County Commission (\$4,525.91), County Attorney (\$2,100),  
County Buildings (\$20,680.56), Sheriff's Department (\$500), Juvenile Services (\$30,769.39) and Other Local Welfare Services (\$1,240). Recorded on pages 743-749  
(Session #2-Item #7)

Roll Call Vote as follows (Session #2-Item #7):  
7. Vote Results for: Item No. 7  
Time of Vote: 8:16:34 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
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 was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
David Miller voted: Y

**DRAFT**

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

**Motion was made by Ross Garland, seconded by Aaron Frazier, to approve Solid Waster/Sanitation Fund #116 Amendment #7 (items 1-3) for a total of \$58,885.97 with nothing coming from fund balance. (Session #2-Item #8) Recorded on page 750**

Roll Call Vote as follows (Session #2-Item #8):  
8. Vote Results for: Item No. 8  
Time of Vote: 8:17:37 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
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 was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
David Miller voted: Y

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

**Motion was made by Ross Garland, seconded by Gary Bailey, to approve Drug Control Fund #122 Amendment #8 (item #1) for a total of \$383.536 with nothing coming from assigned fund balance. (Session #2-Item #9) Recorded on page 751**

Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
David Miller voted: Y

DRAFT

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

**Motion** was made by Ross Garland, seconded by Nancy Brown, to approve **Sports and Recreation Fund #123 Amendment #2 (item #1) for a total of \$14,357.81 with nothing coming from unassigned fund balance.** (Session #2-Item #10) Recorded on page 751

Roll Call Vote as follows (Session #2-Item #10):

10. Vote Results for: Item No. 10  
Time of Vote: 8:18:48 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
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 was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
David Miller voted: Y

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

**Motion** was made by Ross Garland, seconded by Travis Hill, to approve **Highway/Public Works Fund #131 Amendment #7 (items 1-4) for a total of \$37,440.23, with nothing coming from fund balance.** (Session #2-Item #11) Recorded on page 752

Roll Call Vote as follows (Session #2-Item #11):

11. Vote Results for: Item No. 11

Time of Vote: 8:20:00 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Patty Woodby voted: Y

Bradley Johnson voted: Y

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 was Absent

Aaron Frazier voted: Y

Robin McKamey voted: Y

Kelly Collins voted: Y

David Miller voted: Y

DRAFT

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

Number of Abstain Votes: 0

**Motion** was made by Ross Garland, seconded by Mark Blevins, to approve **General Purpose School Fund #141 Amendment #10 (items 1-26) for a total of \$1,581,497.66 with ten items and \$244,555.42 coming from General Purpose School Fund unassigned fund balance. Funds from unassigned fund balance be used primarily to cover underestimated expenditures for medical insurance and pension expense. NOTE: --Item #27 was presented on the budget amendment sheet included in commission packet; however that amendment is no longer necessary). See the explanation for Head Start Fund Amendment #2-Item 1. (Sessions #2-Item #12 Recorded on pages 753-758**

Roll Call Vote as follows (Session #2-Item #12):

12. Vote Results for: Item No. 12

Time of Vote: 8:21:15 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Patty Woodby voted: Y

**Motion was made by Ross Garland, seconded by Mark Blevins, to approve School Federal Projects Fund #142 Amendment #6 (items 1-5) for a total of \$101,250 with nothing coming from fund balance. (Session #2, Item #13) Recorded on page 759**

Roll Call Vote as follow (Session #2-Item #13):

13. Vote Results for: Item No. 13

Time of Vote: 8:22:12 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Patty Woodby voted: Y

Bradley Johnson voted: Y

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 was Absent

Aaron Frazier voted: Y

Robin McKamey voted: Y

Kelly Collins voted: Y

David Miller voted: Y

DRAFT

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

Number of Abstain Votes: 0

**Motion was made by Ross Garland, seconded by Aaron Frazier, to approve Central Cafeteria Fund #143 Amendment #4 (item 1) for a total of \$24,150 with \$24,150 coming from fund's unassigned fund balance. Funds from unassigned fund balance will be used to purchase a food service van. (Session #2-Item #14) Recorded on page 759**

Roll Call vote as follows (Session #2-Item #14):

14. Vote Results for: Item No. 14

Time of Vote: 8:23:23 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Patty Woodby voted: Y  
Bradley Johnson voted: Y  
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 was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
David Miller voted: Y

DRAFT

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

**Motion was made by Ross Garland, seconded by Travis Hill, to approve Head Start Fund #145 (item 1) for a total of \$115,450.71 with nothing coming from fund balance. This includes the amendment on the budget amendment sheet regarding the funding of a deficit obtained on June 11, 2019. (Session #2-Item #15) Recorded on page 760**

Roll Call Vote as follows (Session #2-Item #15):  
15. Vote Results for: Item No. 15  
Time of Vote: 8:24:11 PM  
Type of Vote: MAJORITY NEEDED TO PASS

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

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 was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
David Miller voted: Y

DRAFT

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

**Motion** was made by Ross Garland, seconded by Mike Hill, to approve the monetary donations made to the Animal Shelter (\$4,649), the Drug Control Fund (\$393.53), and the Carter County School System (\$1,270). (Session #2-Item #17)

Roll Call Vote as follows (Session #2-Item #17):

17. Vote Results for: Item No. 17

Time of Vote: 8:25:45 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
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 was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
David Miller voted: Y

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

**Motion was made by Ross Garland, seconded by Sonja Culler, to approve the non-monetary donations made to the Animal Shelter (value = \$1,150). (Session #2-Item #18)**

Roll Call Vote as follows (Session #2-Item #18):  
18. Vote Results for: Item No. 18  
Time of Vote: 8:30:25 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson voted: Y  
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 was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
David Miller voted: Y

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

**Motion was made by Sonja Culler, seconded by Robert Acuff, to approve the Health Service Agreement between Carter County, Tennessee and Southern Health Partners, Inc. for the medical care of inmates or detainees of the Carter County Detention Center. (Session #2, Item #19) Recorded on pages 761 - 779**

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 was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
David Miller voted: Y

DRAFT

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

*Carter County Expenditure Budget Report for the Month of May 2019* was provided to Carter County Commissioners by Brad Burke, Finance Director. Included in the report were the Account Numbers, Account description, Budget Amounts, Budget Amendments, and Amended Budgets, Month-to-day expenditures. Outstanding encumbrances, and Unencumbered Balances were provide in the report as well.

Interim Chairman, Ross Garland assumed the chair at this time and temporary Vice-Chairman Isaiah Grindstaff stepped down.

The various chairpersons of other committees noted the Committee's Meeting Minutes reflected actions taken by the committee and no recommendations were to be presented.

County Attorney Report – Joshua Hardin June 2019 report entered into the minutes on page 780.

Commissioner Comments

Commissioner Charles VonCannon thanked Mayor Rusty Barnett for accompanying him during a recent visit to Doe River Gorge. He noted that an expansion was in the planning stages for the Gorge.

Commissioner VonCannon also spoke in regards to a request made by TWRA in regard to the placement ramp near Blevins Road.

Commissioner Patty Woodby spoke concerning the need for respect among fellow Commissioners.

**Motion to adjourn** was made by Sonja Culler, seconded by Aarpn Frazier. By majority voice vote, **motion carried.**

**Meeting Ended at: 9:07:52 PM**

AGENDA  
Board of County Commissioners  
Carter County, Tennessee  
REGULAR SESSION  
Monday, June 17, 2019 at 6:00 PM

1. Call to Order
2. Courthouse Emergency Egress Plan- **EMA Office**
3. Roll Call- **County Clerk**
4. Approval of Agenda
5. Opening Prayer- **Commissioner Willie Campbell**
6. Pledge of Allegiance
7. Recognition of Elected & Appointed Officials/Guests
8. Acceptance of May Meeting Minutes
9. Approval of Notaries & Bonds
10. Public Comments- 5 minutes per person
11. Resolutions:
  - A. Resolution honoring Lt. William Michael Friley for 30 years of service with the Carter County Sheriff's Office
  - B. Resolution honoring Jerry Griffin for service to Carter County whitewater rafting community
  - C. Resolution authorizing application for/acceptance of TDOT litter grant
  - D. Resolution declaring Carter County a Second Amendment sanctuary county
12. Appointment to Fill Vacancy on Financial Management Committee
13. Appointment to Fill Vacancy on Board of County Commissioners for 8<sup>th</sup> District
14. Consideration of Planning Department Budget Proposal
15. Mayoral Report – **Mayor Rusty Barnett**
16. Committee Reports
17. County Attorney Report
18. Commissioner Comments
19. Adjourn

WHEREAS, Lieutenant William Michael Fraley is a lifelong resident of Carter County who has served his community and the citizens of Carter County as an employee of the Carter County Sheriff's Office for over thirty (30) years since being hired as a Deputy Jailer on May 17, 1989; and

WHEREAS, Lt. Fraley graduated from the Police Academy and was assigned to Patrol division in October of 1989, and he was subsequently promoted to Patrol Sergeant on November 1, 1992; and

WHEREAS, Lt. Fraley was wounded in the line of duty on June 15, 1994 when he was shot in the chest while responding to a call for service, but he persevered to recover from his injuries and return to work and attained the rank of Lieutenant on August 1, 1995; and

WHEREAS, Lt. Fraley has been assigned several leadership positions during his thirty year career with the sheriff's office, including: Criminal Investigator, Member of the SWAT Team, School Resource Officer, Supervisor, Assistant Jail Administrator, Critical Incident Counselor, Field Training Officer, Firearms Instructor and General Departmental Instructor; and

WHEREAS, Lt. Fraley has received numerous awards during his law enforcement career, including being named East Tennessee Law Enforcement Officer of the Year in 1994; and

WHEREAS, throughout his distinguished career with the sheriff's office Lt. Fraley has selflessly worked to serve and protect the citizens of Carter County and has literally put his life on the line in service to others; and

WHEREAS, it is appropriate for the Carter County Mayor and the Board of County Commissioners to honor citizens whose selfless public service has benefited their community and the citizens of Carter County in significant ways.

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 June, 2019, 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 honors Lt. William Michael Fraley for the selfless sacrifice he has made over his thirty years of service to the citizens of Carter County as a member of the Carter County Sheriff's Office.

Reviewed and approved by the Law Enforcement Committee on June 4, 2019.

\_\_\_\_\_  
Committee Chairperson

**Adopted this 17<sup>th</sup> day of June, 2019.**

CARTER COUNTY, TENNESSEE



\_\_\_\_\_  
ROSS GARLAND, INTERIM CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

*Russell Barnett*

RUSSELL BARNETT  
CARTER COUNTY MAYOR

DRAFT

ATTEST:

*Mary Gouge*

MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

*Joshua A. Hardin*

JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

WHEREAS, Carter County has a worldwide reputation for extraordinary whitewater paddling on the Doe River, Watauga River, Elk River and other streams, and it is appropriate to recognize and honor a man who has been instrumental in the development of the sport in our county; and

WHEREAS, Jerry Griffin has been a member and officer of the Appalachian Paddling Enthusiasts for over two decades and his humble demeanor and servant's heart have been a shining example to the local paddling community. Mr. Griffin is always one of the first to help with a river access project or river clean up, and to guide a beginner or intermediate paddler down a local river; and

WHEREAS, Mr. Griffin has played a key role over the years in providing volunteer labor and equipment for many local river access projects, and he has helped spearhead projects with federal agencies, municipalities, businesses and land owners to improve and maintain existing river access locations and develop new sites; and

WHEREAS, Mr. Griffin was one of the major contributors to the development of Green Bridge Landing Park in Hampton, the takeout from the world-famous Doe River Gorge and the put-in for the run down the river to Elizabethton. He also performed the bulk of the volunteer work on improvements at Hershel Julian Landing on Bear Cage Road, the put-in for the run through Doe River Gorge. In addition he helped organize and carry out this year's Doe River Cleanup, only the most recent of many cleanup projects in which he has participated; and

WHEREAS, as a result of his tireless efforts in Carter County and throughout northeast Tennessee, Mr. Griffin was recognized by American Whitewater, the United States' premier advocate for the preservation and protection of whitewater rivers, representing a broad diversity of individual whitewater enthusiasts, river conservationists, and more than 100 local paddling club affiliates across America, as its national Volunteer of the Month for May, 2019; and

WHEREAS, it is appropriate for the Carter County Mayor and the Board of County Commissioners to honor citizens whose selfless public service has benefited their community and the citizens of Carter County in significant ways.

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 June, 2019, 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 honors Jerry Griffin for his many contributions to the sport of whitewater paddling in Carter County and offers its sincere congratulations on his well-deserved recognition by American Whitewater.

This Resolution was requested by the Parks and Recreation Board and was reviewed and approved by the Health & Welfare Committee on June 4, 2019.

  
Committee Chairperson

Adopted this 17<sup>th</sup> day of June, 2019.

CARTER COUNTY, TENNESSEE

*Ross Garland*

ROSS GARLAND, INTERIM CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

*Russell Barnett*

RUSSELL BARNETT  
CARTER COUNTY MAYOR

DRAFT

ATTEST:

*Mary Gouge*

MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

*Joshua A. Hardin*

JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

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

WHEREAS, the County intends to submit an application for fiscal year 2019-2020 for continued participation the Tennessee Department of Transportation Litter and Trash Collection Grant Program; and

WHEREAS, said Grant requires a contract for the fiscal year 2019-2020 which will impose certain legal and contractual obligations upon Carter County as in previous years, and acceptance requires the approval of the Board of County Commissioners for Carter County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 17<sup>th</sup> day of June, 2019, with a lawful quorum of said Board being present and with a majority voting in the affirmative, as follows:

SECTION 1. The Board of County Commissioners for Carter County, Tennessee hereby authorizes the Carter County Mayor, Russell Barnett, to submit an application on behalf of Carter County for the Litter Grant Program for fiscal year 2019-2020 to the State of Tennessee Department of Transportation.

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

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

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

Reviewed and approved by the Health & Welfare Committee on June 4, 2019.

  
Committee Chairperson

Adopted this 17<sup>th</sup> day of June, 2019.

CARTER COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By:

  
~~ROSS GARLAND, INTERIM CHAIRMAN~~  
BOARD OF COUNTY COMMISSIONERS  
Ray Lyons, Chairman

APPROVED:

By: Russell Barnett  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

VETOED:

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

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

VETO OVERRIDE VOTE:

**DRAFT**

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

APPROVED WITH SUCCESSFUL  
OVERRIDE VOTE:

By: \_\_\_\_\_  
ROSS GARLAND, INTERIM CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

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

ATTEST:

Mary Gouge  
MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

Arthur A. Nash

WHEREAS, the founders of this great country in establishing our government drafted the Constitution of the United States of America to provide a framework by which the citizens of this country could live and prosper free from fear and oppression; and

WHEREAS, in their wisdom the founders also ensured that certain inalienable rights and freedoms would be guaranteed to the citizens of this country through the ratification of the first ten amendments to United States Constitution, collectively referred to as the Bill of Rights; and

WHEREAS, the Second Amendment to the Constitution of the United States of America provides: "A well regulated militia being necessary to the security of a free state, the right of the people to keep and bear arms shall not be infringed."; and

WHEREAS, the United States Supreme Court in *United States v. Miller*, 307 U.S. 174 (1939), opined that firearms that are part of ordinary military equipment, or with use that could contribute to the common defense are protected by the Second Amendment; and

WHEREAS, the United States Supreme Court in *District of Columbia v. Heller*, 554 U.S. 570 (2008), affirmed an individual's right to possess firearms, unconnected with service in a militia, for traditionally lawful purposes, such as self-defense within the home; and

WHEREAS, the United States Supreme Court in *McDonald v. Chicago*, 561 U.S. 742 (2010), affirmed that the right of an individual to "keep and bear arms" as protected under the Second Amendment, is incorporated by the Due Process Clause of the Fourteenth Amendment to the states; and

WHEREAS, the drafters of the Constitution of the State of Tennessee also sought to ensure certain freedoms and rights would be guaranteed to the citizens of this state through the Declaration of Rights in Article I of the Tennessee Constitution, and specifically Article I § 26 of the Constitution of the State of Tennessee provides: "That the citizens of this State have a right to keep and to bear arms for their common defense; but the Legislature shall have power, by law, to regulate the wearing of arms with a view to prevent crime."; and

WHEREAS, various legislation has been proposed in the United States Congress and the Tennessee General Assembly which could infringe upon the rights of citizens of the United States of America and the State of Tennessee to keep and bear arms as guaranteed to said citizens by virtue of the Second Amendment to the Constitution of the United States and Article I § 26 of the Constitution of the State of Tennessee; and

WHEREAS, it is the desire of the Board of County Commissioners of Carter County, Tennessee to declare its support for the Second Amendment to the Constitution of the United States of America and Article I § 26 of the Constitution of the State of Tennessee to protect the inalienable right of the citizens of Carter County to keep and bear arms.

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 June, 2019, with a lawful quorum of said Board being present and with a majority voting in the affirmative, that the Board hereby declares its support for the Second Amendment to the Constitution of the United States of America and Article I § 26 of the Constitution of the State of Tennessee so that the citizens of Carter County may continue to exercise their right to keep and bear arms.

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby declares Carter County, Tennessee to be a "Second Amendment Sanctuary County".



Account Number			Proposed Budget			Increase (Decrease)	
			Revised Request (7.1.2019)	Revised Request (6.17.2019)	Revised Request (6.3.2019)		Initial Request (not approved by BC on 5.16.19)
<b>Salaries and Benefits</b>							
1720	105	Supervisor/Director	56,640.10	56,640.10	65,000.00	65,000.00	(8,359.90)
1720	121	Data Processing Personnel	25,000.00	25,000.00	25,000.00	22,329.73	2,670.27
1720	141	Foremen	47,640.00	47,640.00	47,640.00	32,395.60	15,244.40
1720	162	Clerical Personnel	25,000.00	25,000.00	25,000.00	25,000.00	0.00
1720	169	Part-time Personnel	11,193.03	11,193.03	11,193.03	11,193.03	0.00
1720	189	Other Salaries and Wages	55,000.00	52,000.00	52,000.00	51,622.31	3,377.69
1720	191	Board and Committee Members Fees	6,000.00	6,000.00	6,000.00	6,000.00	0.00
1720	201	Social Security	13,161.36	13,855.33	13,679.68	13,239.52	(78.16)
		Social Security {understated above}	693.97				693.97
1720	204	State Retirement	27,107.71	31,714.65	28,356.70	30,230.74	(3,123.03)
		Retirement {understated above}	4,606.94				4,606.94
1720	206	Life Insurance	218.00	180.00	218.00	180.00	38.00
1720	207	Medical Insurance	33,600.00	32,043.17	56,861.75	32,043.17	1,556.83
		Medical Insurance {overstated above}	(1,556.83)				(1,556.83)
1720	208	Dental Insurance	1,176.00	1,176.00	1,176.00	1,176.00	0.00
1720	210	Unemployment Compensation	650.00	300.00	650.00	300.00	350.00
		Unemployment Comp. {overstated above}	(350.00)				(350.00)
1720	212	Employer Medicare	3,240.36	3,240.36	3,361.58	3,096.34	144.62
<b>Total Salaries and Benefits</b>			<b>305,920.64</b>	<b>305,982.64</b>	<b>336,136.74</b>	<b>293,806.44</b>	<b>12,214.20</b>
<b>Non-payroll</b>							
1720	302	Advertising	0.00	50.00	0.00	50.00	(50.00)
1720	307	Communication	2,400.00	2,400.00	2,400.00	2,400.00	0.00
1720	334	Maintenance Agreements (GIS)	0.00	8,500.00	0.00	8,500.00	(8,500.00)
1720	334	Maint. Agreements (Stormwater Prog.)	0.00	3,460.00	0.00	3,460.00	(3,460.00)
1720	338	Maintenance & Repair Service - Vehicles	1,500.00	1,500.00	1,500.00	1,500.00	0.00
1720	348	Postal Charges	1,500.00	1,500.00	1,500.00	1,500.00	0.00
1720	351	Rentals	2,500.00	2,500.00	2,500.00	2,500.00	0.00
1720	355	Travel	1,100.00	1,100.00	1,100.00	1,100.00	0.00
1720	358-47	Remittance of Rev. Collected (Elec. Permits)	0.00	57,800.00	0.00	57,800.00	(57,800.00)
		Rem. Rev. Coll. (El. Per) {understated below}	0.00				0.00
1720	358-59	Remittance of Rev. Coll. (Storm Water-TDEC)	0.00	0.00	0.00	0.00	0.00
		Rem. of Rev. Coll. (St Wat) {understated below}	0.00				0.00
1720	425	Gasoline	3,500.00	3,500.00	3,500.00	3,500.00	0.00
1720	435	Office Supplies	2,250.00	3,500.00	2,250.00	3,500.00	(1,250.00)
1720	599	Other Charges (GIS)	14,000.00	5,500.00	14,000.00	5,500.00	8,500.00
1720	599-47	Other Charges (Electrical Permits) **	33,600.00	0.00	33,600.00	0.00	33,600.00
1720	599-59	Other Charges (Storm Water)	14,000.00	0.00	14,000.00	0.00	14,000.00
1720	719	Office Equipment	3,904.60	4,000.00	3,904.60	4,000.00	(95.40)
<b>Total Non-Payroll</b>			<b>80,254.60</b>	<b>95,310.00</b>	<b>80,254.60</b>	<b>95,310.00</b>	<b>(15,055.40)</b>
<b>Total Planning</b>			<b>386,175.24</b>	<b>401,292.64</b>	<b>416,391.34</b>	<b>389,116.44</b>	<b>(2,841.20)</b>
** Understated by \$22,900. This expenditure is matched by offsetting revenue {#41530}							

**Carter County**  
**General Fund #101**  
**Fiscal Year Ending June 30, 2019**  
**Budget Amendment #12**  
**June 17, 2019**

Item #	Category	Line Item	Description				
1	51100	191	Board and Committee Member Fees	6,200.00	0.00	Increase	
	51100	201	Social Security	20.00	0.00	Increase	
	51100	204	Pensions	500.00	0.00	Increase	
	51100	212	Employer Medicare	40.00	0.00	Increase	
	51100	305	Audit Services	2,251.00	0.00	Increase	
	51100	320	Dues and Memberships	0.00	318.00	Decrease	
	51100	332	Legal Notices, Recording, and Court Costs	0.00	900.00	Decrease	
	51100	348	Postal Charges	0.00	350.00	Decrease	
	51100	399	Other Contracted Services (meeting roads)	0.00	2,500.00	Decrease	
	51100	599	Other Charges	0.00	417.09	Decrease	
	39000		Unassigned Fund Balance	0.00	4,525.91	Decrease	
<p><i>To reallocate funds within the County Commission's budget and to allocate unassigned fund balance (primarily for meeting costs)</i></p>							
2	51300	161	Secretary	1,177.22	0.00	Increase	
	51300	169	Part-Time Personnel	0.00	1,177.22	Decrease	
	51300	355	Travel	0.00	96.00	Decrease	
	51300	437	Periodicals	96.00	0.00	Increase	
<p><i>To reallocate funds within the County Mayor's budget. Initial figure for the secretary's salary did not include the full amount to be accrued @ June 30, 2019; this does not result in a raise for the secretary.</i></p>							
3	51400	331	Legal Services	2,100.00	0.00	Increase	
	39000		Unassigned Fund Balance	0.00	2,100.00	Decrease	
<p><i>To allocate unassigned fund balance for county attorney services. Remaining balance of original appropriation was not sufficient to pay for services to be rendered in June 2019.</i></p>							
4	51500	106	Deputies	55.00	0.00	Increase	
	51500	121	Data Processing Personnel	10.00	0.00	Increase	
	51500	201	Social Security	0.00	0.00	Decrease	
	51500	204	Pensions	15.00	0.00	Increase	
	51500	206	Life Insurance	3.00	0.00	Increase	
	51500	207	Medical Insurance	1,340.80	0.00	Increase	
	51500	208	Dental Insurance	58.80	0.00	Increase	
	51500	210	Unemployment Compensation	0.00	100.00	Decrease	
	51500	212	Employer Medicare	0.00	300.00	Decrease	
	51500	499	Other Supplies and Materials	0.00	1,082.60	Decrease	
<p><i>To reallocate funds within the Election Commission budget</i></p>							

		51600	207	Medical Insurance	0.00	2.00	Increase
		51600	208	Dental Insurance	0.00	845.20	Decrease
		51600	212	Employer Medicare	39.20	0.00	Increase
					58.00	0.00	Increase
<i>To reallocate funds within Register of Deeds Office</i>							
Item #	6	51720	207	Medical Insurance	0.00	255.00	Decrease
		51720	208	Dental Insurance	96.00	0.00	Increase
		51720	358-047	Remittance of Revenue Collected - Elec. Permits	16,000.00	0.00	Increase
		51720	524	In-Service/Staff Development	159.00	0.00	Increase
		41530		Electrical Permits	0.00	16,000.00	Increase
<i>To reallocate funds within the Planning Department budget and recognize additional permit fees</i>							
Item #	7	51800	201	Social Security	0.00	1,000.00	Decrease
		51800	204	Pensions	0.00	2,500.00	Decrease
		51800	206	Life Insurance	0.00	72.00	Decrease
		51800	207	Medical Insurance	1,363.80	0.00	Increase
		51800	208	Dental Insurance	0.00	235.20	Decrease
		51800	212	Employer Medicare	0.00	250.00	Decrease
		51800	307	Communication	6,000.00	0.00	Increase
		51800	338	Maintenance and Repair - Vehicles	0.00	2,625.00	Decrease
		51800	361	Permits	20.00	0.00	Increase
		51800	415	Electricity	16,800.00	0.00	Increase
		51800	418	Equipment and Machinery Parts	124.02	0.00	Increase
		51800	450	Tires and Tubes	387.36	0.00	Increase
		51800	454	Water and Sewer	2,300.00	0.00	Increase
		51800	499	Other Supplies and Materials	367.58	0.00	Increase
		39000		Unassigned Fund Balance	0.00	20,680.56	Decrease
<i>To reallocate funds within the County Building budget and allocate unassigned fund balance (primarily for under-estimation of electricity and communication costs).</i>							
Item #	8	52100	206	Life Insurance	18.00	0.00	Increase
		52100	207	Medical Insurance	0.00	106.80	Decrease
		52100	208	Dental Insurance	88.80	0.00	Increase
		52100	334	Maintenance Agreements	233.60	0.00	Increase
		52100	349	Printing, Stationery, and Forms	579.34	0.00	Increase
		52100	411	Data Processing Supplies	600.00	0.00	Increase
		52100	599	Other Charges	0.00	1,605.51	Decrease
		52100	719	Office Equipment	192.57	0.00	Increase
<i>To reallocate funds within the Finance Department budget</i>							

Item #	9	52300	106	Deputies					
		52300	201	Social Security		0.00	1,200.00	Decrease	
		52300	207	Medical Insurance		0.00	725.00	Decrease	
		52300	332	Legal Notices, Recording and Court Costs		4,977.14	0.00	Increase	
		52300	338	Maintenance and Repair Services - Vehicles		141.60	0.00	Increase	
		52300	351	Rentals		0.00	850.00	Decrease	
		52300	355	Travel		610.00	0.00	Increase	
		52300	399	Other Contracted Services		0.00	400.00	Decrease	
		52300	425	Gasoline		0.00	200.00	Decrease	
		52300	435	Office Supplies		0.00	600.00	Decrease	
		52300	524	In-Service/Staff Development		241.70	0.00	Increase	
		52300	718	Motor Vehicles		30.00	0.00	Increase	
		52300	719	Office Equipment		0.00	659.95	Decrease	
		52310	204	Pensions		0.00	64.92	Decrease	
						0.00	1,300.57	Decrease	
<i>To reallocate funds within the Assessor's budget and between the Reappraisal budget</i>									
Item #	10	52310	425	Gasoline		0.00	344.99	Decrease	
		52310	719	Office Equipment		344.99	0.00	Increase	
<i>To reallocate funds within the Reappraisal budget</i>									
Item #	11	52400	204	Pensions		300.00	0.00	Increase	
		52400	206	Life Insurance		15.00	0.00	Increase	
		52400	207	Medical Insurance		0.00	432.80	Decrease	
		52400	208	Dental Insurance		117.80	0.00	Increase	
<i>To reallocate funds within the Trustee's budget</i>									
Item #	12	52500	106	Deputies		0.00	1,000.00	Decrease	
		52500	169	Part-time Personnel		1,000.00	0.00	Increase	
<i>To reallocate funds within the County Clerk's budget</i>									
Item #	13	53100	162	Clerical Personnel		0.00	1,200.00	Decrease	
		53100	169	Part-time Personnel		1,200.00	0.00	Increase	
		53100	201	Social Security		0.00	500.00	Decrease	
		53100	204	Pensions		0.00	4,242.20	Decrease	
		53100	207	Medical Insurance		4,633.06	0.00	Increase	
		53100	208	Dental Insurance		0.00	803.60	Decrease	
		53100	349	Printing, Stationery, and Forms		357.42	0.00	Increase	
		53100	355	Travel		450.00	0.00	Increase	
		53100	719	Office Equipment		105.32	0.00	Increase	
<i>To reallocate funds within the Circuit Court Clerk's budget</i>									
Item #	14	53300	161	Secretary(s)		1,150.00	0.00	Increase	
		53300	201	Social Security		180.00	0.00	Increase	
		53300	204	Pensions		250.00	0.00	Increase	
		53300	207	Medical Insurance		0.00	1,580.00	Decrease	
<i>To reallocate funds within the General Sessions Court Judge budget</i>									

42841	Drug Court Fees	0.00	1,500.00	Increase
		0.00	3,000.00	Increase

*To recognize revenue and associated payment of Drug Court Fees to Families First*

<b>Item #</b>	<b>16</b>							
	53400	204	Pensions					
	53400	206	Life Insurance		200.00	0.00		Increase
	53400	207	Medical Insurance		9.00	0.00		Increase
	53400	208	Dental Insurance		1,972.35	0.00		Increase
	53400	320	Dues and Memberships		58.80	0.00		Increase
	53400	334	Maintenance Agreements		0.00	3.00		Decrease
	53400	348	Postal Charges		0.00	393.24		Decrease
						1,843.91		Decrease

*To reallocate funds within the Chancery Court budget*

<b>Item #</b>	<b>17</b>							
	53900	340	Medical and Dental Services		300.00	0.00		Increase
	53900	349	Printing, Stationery, and Forms		500.00	0.00		Increase
	53900	499	Other Supplies and Materials		0.00	800.00		Decrease

*To reallocate funds within the Other Administration of Justice budget*

<b>Item #</b>	<b>18</b>							
	54110	106	Deputies		11,000.00	0.00		Increase
	54110	108	Investigators		38,000.00	0.00		Increase
	54110	148	Dispatchers/Radio Operators		15,800.00	0.00		Increase
	54110	162	Clerical Personnel		0.00	13,000.00		Decrease
	54110	169	Part-time Personnel		0.00	6,000.00		Decrease
	54110	170	School Resource Officers		0.00	22,115.55		Decrease
	54110	187	Overtime Pay		28,000.00	0.00		Increase
	54110	201	Social Security		2,500.00	0.00		Increase
	54110	204	Pensions		0.00	12,000.00		Decrease
	54110	206	Life Insurance		0.00	158.92		Decrease
	54110	207	Medical Insurance		0.00	43,374.06		Decrease
	54110	208	Dental Insurance		0.00	671.00		Decrease
	54110	212	Employer Medicare		650.00	0.00		Increase
	54110	302	Advertising		400.00	0.00		Increase
	54110	322	Evaluation and Testing		0.00	1,798.00		Decrease
	54110	335	Maintenance and Repair - Buildings		517.56	0.00		Increase
	54110	351	Rentals		946.46	0.00		Increase
	54110	399	Other Contracted Services		0.00	5,515.11		Decrease
	54110	410	Custodial Supplies		0.00	500.00		Decrease
	54110	425	Gasoline		6,200.00	0.00		Increase
	54110	435	Office Supplies		0.00	160.67		Decrease
	54110	450	Tires and Tubes		0.00	354.87		Decrease
	54110	451	Uniforms		0.00	325.53		Decrease
	54110	453	Vehicle Parts		2,476.96	0.00		Increase
	54110	508	Premiums on Corporate Security Bonds		0.00	110.75		Decrease
	54110	599	Other Charges		0.00	186.00		Decrease
	54110	707	Building Improvements		128.00	0.00		Increase
	54110	716	Law Enforcement Equipment		133.52	0.00		Increase
	54110	719	Office Equipment		0.00	482.04		Decrease

*To reallocate funds within the Sheriff's Department budget*

Item #	19	54210	160	Guards		0.00	69,571.55	Decrease	
		54210	165	Cafeteria Personnel		7,750.00	0.00	Increase	
		54210	169	Part-time Personnel		6,000.00	0.00	Increase	
		54210	187	Overtime Pay		24,000.00	0.00	Increase	
		54210	201	Social Security		1,300.00	0.00	Increase	
		54210	206	Life Insurance		0.00	153.00	Decrease	
		54210	207	Medical Insurance		31,774.22	0.00	Increase	
		54210	208	Dental Insurance		0.00	646.80	Decrease	
		54210	212	Employer Medicare		400.00	0.00	Increase	
		54210	349	Printing, Stationery, and Forms		172.80	0.00	Increase	
		54210	399	Other Contracted Services		0.00	638.99	Decrease	
		54210	410	Custodial Supplies		0.00	239.81	Decrease	
		54210	418	Equipment and Machinery Parts		0.00	106.93	Decrease	
		54210	431	Law Enforcement Supplies		0.00	92.00	Decrease	
		54210	441	Prisoner Clothing		3,276.95	0.00	Increase	
		54210	442	Propane Gas		0.00	225.00	Decrease	
		54210	451	Uniforms		0.00	34.02	Decrease	
		54210	499	Other Supplies and Materials		0.00	262.93	Decrease	
		54210	506	Liability Insurance		0.00	500.00	Decrease	
		54210	513	Workers Comp Insurance		0.00	500.00	Decrease	
		54210	599	Other Charges		0.00	1,675.84	Decrease	
		54210	716	Law Enforcement Equipment		0.00	25.68	Decrease	
		54210	790	Other Equipment		0.00	1.42	Decrease	
		<i>To reallocate funds within the Jail budget</i>							
Item #	20	54240	207	Medical Insurance		0.00	2,230.61	Decrease	
		54240	309	Contracts With Government Agencies		33,000.00	0.00	Increase	
		39000		Unassigned Fund Balance		0.00	30,769.39	Decrease	
		<i>To reallocate funds within the Juvenile Services budget and allocate unassigned fund balance for expenditures related to housing juvenile offenders.</i>							
Item #	21	54490	206	Life Insurance		6.00	0.00	Increase	
		54490	207	Medical Insurance		0.00	893.26	Decrease	
		54490	208	Dental Insurance		39.20	0.00	Increase	
		54490	307	Communication		400.00	0.00	Increase	
		54490	337	Maintenance and Repair - Office Equipment		230.00	0.00	Increase	
		54490	338	Maintenance and Repair - Vehicles		0.00	1,267.30	Decrease	
		54490	435	Office Supplies		707.00	0.00	Increase	
		54490	446	Small Tools		800.00	0.00	Increase	
		54490	453	Vehicle Parts		986.19	0.00	Increase	
		54490	499	Other Supplies and Materials		0.00	2,312.30	Decrease	
		54490	708	Communication Equipment		139.00	0.00	Increase	
		54490	718	Motor Vehicles		0.00	684.03	Decrease	
		54490	719	Office Equipment		1,850.00	0.00	Increase	
		<i>To reallocate funds within the EMA budget</i>							

		55120	167	Maintenance Personnel	1,675.00	0.00	Increase
		55120	168	Temporary Personnel	6,350.00	0.00	Increase
		55120	169	Part-Time Personnel	2,178.75	0.00	Increase
		55120	188	Bonus Payments	0.00	18,710.55	Decrease
		55120	189	Other Salaries and Wages	4,200.00	0.00	Increase
		55120	201	Social Security	0.00	1,208.10	Decrease
		55120	204	Pensions	200.00	0.00	Increase
		55120	206	Life Insurance	2,600.00	0.00	Increase
		55120	207	Medical Insurance	6.00	0.00	Increase
		55120	208	Dental Insurance	2,249.70	0.00	Increase
		55120	212	Employer Medicare	39.20	0.00	Increase
		55120	307	Communication	20.00	0.00	Increase
		55120	351	Rentals	0.00	675.00	Decrease
		55120	357	Veterinary Services	670.53	0.00	Increase
		55120	359	Disposal Fees	9,000.00	0.00	Increase
		55120	399	Other Contracted Services	0.00	122.13	Decrease
		48610		Donations	296.80	0.00	Increase
		55120	401	Animal Food and Supplies	0.00	1,000.00	Decrease
		55120	410	Custodial Supplies	1,000.00	0.00	Increase
		55120	413	Drugs and Medical Supplies	325.00	0.00	Increase
		55120	415	Electricity	0.00	10,000.00	Decrease
		55120	425	Gasoline	600.00	0.00	Increase
		55120	434	Natural Gas	400.00	0.00	Increase
		55120	435	Office Supplies	0.00	700.00	Decrease
		55120	451	Uniforms	0.00	200.00	Decrease
		55120	454	Water and Sewer	0.00	260.00	Decrease
		55120	471	Software	968.00	0.00	Increase
		55120	499	Other Supplies and Materials	0.00	3.20	Decrease
					0.00	300.00	Decrease
				<i>To reallocate funds within the Animal Shelter budget and to appropriate donations made to the animal shelter</i>			
Item #	23	55590	341	Pauper Burials	1,240.00	0.00	Increase
		39000		Unassigned Fund Balance	0.00	1,240.00	Decrease
				<i>To allocate fund balance for pauper burials</i>			
Item #	24	57100	189	Other Salaries and Wages	610.00	0.00	Increase
		57100	201	Social Security	0.00	2,373.95	Decrease
		57100	212	Employer Medicare	0.00	1,000.00	Decrease
		57100	299	Other Fringe Benefits	2,565.00	0.00	Increase
		57100	355	Travel	190.00	0.00	Increase
		57100	434	Natural Gas	8.95	0.00	Increase
				<i>To reallocate funds within the Agriculture Extension Office budget</i>			
Item #	25	58110	316	Contributions	38,000.00	0.00	Increase
		40220		Hotel/Motel Tax	0.00	38,000.00	Increase
				<i>To recognize additional estimated Hotel/Motel Tax and related payments to the Chamber of Commerce for tourism.</i>			



		Line						
	Category	Item	Description					
Item #	1	55732	418	Equipment and Machinery Parts	49.94	0.00	Increase	
		55732	499	Other Supplies and Materials	34.88	0.00	Increase	
		55732	599	Other Charges	0.00	84.82	Decrease	
<i>To re-allocate funds within Convenience Center category</i>								
Item #	2	55751	169	Part-time Personnel	0.00	1,100.50	Decrease	
		55751	187	Overtime Pay	325.00	0.00	Increase	
		55751	206	Life Insurance	3.00	0.00	Increase	
		55751	207	Medical Insurance	702.70	0.00	Increase	
		55751	208	Dental Insurance	19.80	0.00	Increase	
		55751	210	Unemployment Compensation	50.00	0.00	Increase	
		55751	307	Communication	100.00	0.00	Increase	
		55751	415	Electricity	300.00	0.00	Increase	
		55751	433	Lubricants	0.00	400.00	Decrease	
<i>To re-allocate funds within Recycling Center category</i>								
Item #	3	55754	147	Truck Drivers	1,275.00	0.00	Increase	
		55754	164	Attendants	0.00	6,441.48	Decrease	
		55754	168	Temporary Personnel	0.00	1,000.00	Decrease	
		55754	169	Part-time Personnel	0.00	625.00	Decrease	
		55754	187	Overtime Pay	750.00	0.00	Increase	
		55754	206	Life Insurance	5.00	0.00	Increase	
		55754	207	Medical Insurance	5,699.68	0.00	Increase	
		55754	208	Dental Insurance	156.80	0.00	Increase	
		55754	210	Unemployment Compensation	180.00	0.00	Increase	
		55754	307	Communication	1,055.00	0.00	Increase	
		55754	336	Maintenance and Repair - Equipment	10,000.00	0.00	Increase	
		55754	348	Postal Charges	150.79	0.00	Increase	
		55754	351	Rentals	250.00	0.00	Increase	
		55754	359	Disposal Fees	23,500.00	0.00	Increase	
		55754	410	Custodial Supplies	0.00	110.00	Decrease	
		55754	412	Diesel Fuel	9,500.00	0.00	Increase	
		55754	417	Equipment Parts - Light	909.98	0.00	Increase	
		55754	418	Equipment and Machinery Parts	0.00	250.00	Decrease	
		55754	423	Fuel Oil	0.00	500.00	Decrease	
		55754	425	Gasoline	0.00	511.00	Decrease	
		55754	433	Lubricants	0.00	4,000.00	Decrease	
		55754	435	Office Supplies	368.40	0.00	Increase	
		55754	442	Propane Gas	0.00	2,578.00	Decrease	
		55754	450	Tires and Tubes	2,500.00	0.00	Increase	
		55754	453	Vehicle Parts	1,000.00	0.00	Increase	
		55754	599	Other Charges	0.00	675.00	Decrease	
		43109		Transfer Waste Station Collections	0.00	40,610.17	Increase	
<i>To re-allocate funds within the Landfill category and allocate additional revenue received through May 2019</i>								
					Total	58,885.97	58,885.97	
					From Fund Balance		0.00	

**DELETED**

<u>Carter County</u>									
<u>Drug Control Fund #122</u>									
<u>Fiscal Year Ending June 30, 2019</u>									
<u>Budget Amendment #8</u>									
<u>June 17, 2019</u>									
			Line						
Item #	Category	Item	Description						
	1	48610	Donations			0.00		393.53	Increase
		54110	401 Animal Food and Supplies			393.53		0.00	Increase
<i>To appropriate donations to the Drug Control Fund #122</i>									
						Total	393.53	393.53	
						From Fund Balance		0.00	

<u>Carter County</u>									
<u>Sports and Recreation Fund #123</u>									
<u>Fiscal Year Ending June 30, 2019</u>									
<u>Budget Amendment #2</u>									
<u>June 17, 2019</u>									
			Line						
Item #	Category	Item	Description						
	1	56700	316 Contributions			8,200.00		0.00	Increase
		56700	321 Engineering Services			1,000.00		0.00	Increase
		56700	415 Electricity			464.02		0.00	Increase
		56700	531 Access Fees			40.00		0.00	Increase
		56700	599 Other Charges			4,653.79		0.00	Increase
		56700	799 Other Capital Outlay			0.00		14,357.81	Decrease
<i>To re-allocate funds within the Parks and Recreation category</i>									
						Total	14,957.81	14,957.81	

**DELETED**

		Line							
	Category	Item	Description						
Item #	1	61000	161	Secretary(s)	0.00	1,611.00	Decrease		
		61000	167	Maintenance Personnel	0.00	250.00	Decrease		
		61000	201	Social Security	0.00	955.00	Decrease		
		61000	204	Pensions	0.00	145.00	Decrease		
		61000	206	Life Insurance	15.00	0.00	Increase		
		61000	207	Medical Insurance	3,512.62	0.00	Increase		
		61000	208	Dental Insurance	98.00	0.00	Increase		
		61000	212	Employer Medicare	0.00	222.00	Decrease		
		61000	320	Dues and Memberships	0.00	271.00	Decrease		
		61000	332	Legal Notices, Recording, and Court Costs	0.00	171.62	Decrease		
		61000	355	Travel	0.00	654.24	Decrease		
		61000	410	Custodial Supplies	510.50	0.00	Increase		
		61000	437	Periodicals	120.00	0.00	Increase		
		61000	499	Other Supplies and Materials	23.74	0.00	Increase		
<i>To reallocate funds within the Highway Department Administration category.</i>									
Item #	2	62000	141	Foremen	0.00	325.00	Decrease		
		62000	143	Equipment Operators	0.00	11,000.00	Decrease		
		62000	147	Truck Drivers	0.00	10,154.60	Decrease		
		62000	206	Life Insurance	84.00	0.00	Increase		
		62000	207	Medical Insurance	20,846.80	0.00	Increase		
		62000	208	Dental Insurance	548.80	0.00	Increase		
		62000	399	Other Contracted Services	0.00	144.99	Decrease		
		62000	440	Pipe - Metal	27.99	0.00	Increase		
		62000	442	Propane Gas	117.00	0.00	Increase		
<i>To reallocate funds within the Highway Department Highway and Bridge category.</i>									
Item #	3	63100	142	Mechanics	0.00	1,683.61	Decrease		
		63100	201	Social Security	0.00	220.00	Decrease		
		63100	204	Pensions	0.00	350.00	Decrease		
		63100	206	Life Insurance	9.00	0.00	Increase		
		63100	207	Medical Insurance	2,185.81	0.00	Increase		
		63100	208	Dental Insurance	58.80	0.00	Increase		
		63100	351	Rentals	341.00	0.00	Increase		
		63100	399	Other Contracted Services	0.00	1,000.00	Decrease		
		63100	412	Diesel Fuel	0.00	1,575.00	Decrease		
		63100	418	Equipment and Machinery Parts	0.00	6,597.17	Decrease		
		63100	425	Gasoline	8,743.14	0.00	Increase		
		63100	450	Tires and Tubes	88.03	0.00	Increase		
<i>To reallocate funds within the Highway Department Operation and Maintenance of Equipment category.</i>									
Item #	4	68000	332	Legal Notices, Recording, and Court Costs	110.00	0.00	Increase		
		68000	712	Heating and Air Conditioning Equipmewnt	0.00	110.00	Decrease		
<i>To reallocate funds within the Highway Department Capital Outlay category.</i>									
					Total	37,440.23	37,440.23		
					From Fund Balance		0.00		

**Carter County**  
**General Purpose School Fund 141**  
**Fiscal Year Ending June 30, 2019**  
**Budget Amendment #10**  
**June 17, 2019**

Item #	Category	Line Item	Description			
1	71100	116	Teachers			
	71100	140	Salary Supplements	0.00	100,250.00	Decrease
	71100	189	Other Salaries and Wages	100,250.00	0.00	Increase
	71100	195	Certified Substitute Teachers	0.00	26,873.00	Decrease
	71100	201	Social Security	0.00	24,500.00	Decrease
	71100	204	Pensions	0.00	15,000.00	Decrease
	71100	206	Life Insurance	105,000.00	0.00	Increase
	71100	207	Medical Insurance	0.00	250.00	Decrease
	71100	210	Unemployment Compensation	283,155.30	0.00	Increase
	71100	212	Employer Medicare	0.00	4,500.00	Decrease
	71100	299	Other Fringe Benefits	0.00	7,000.00	Decrease
	71100	399	Other Contracted Services	0.00	134,227.19	Decrease
	71100	429	Instructional Supplies and Materials	0.00	13,000.00	Decrease
	71100	435	Office Supplies	0.00	40,000.00	Decrease
	71100	471	Software	1,000.00	0.00	Increase
	71100	499	Other Supplies and Materials	0.00	4,395.00	Decrease
	71100	722	Regular Instruction Equipment	0.00	800.00	Decrease
	40320		Bank Excise Tax	0.00	7,500.00	Decrease
	89000		Unassigned Fund Balance	0.00	12,348.95	Increase
				0.00	98,761.16	Decrease

*To reallocate funds within the Regular Instruction classroom budget and allocate unassigned fund balance (primarily due to underestimation of medical insurance premiums).*

2	71150	116	Teachers			
	71150	201	Social Security	8,000.00	0.00	Increase
	71150	204	Pensions	500.00	0.00	Increase
	71150	207	Medical Insurance	1,700.00	0.00	Increase
	71150	208	Dental Insurance	4,900.00	0.00	Increase
	71150	212	Employer Medicare	25.00	0.00	Increase
	71150	429	Instructional Supplies and Materials	150.00	0.00	Increase
	71150	435	Office Supplies	0.00	1,100.00	Decrease
	71150	499	Other Supplies and Materials	290.00	0.00	Increase
	89000		Unassigned Fund Balance	0.00	450.00	Decrease
				0.00	14,015.00	Decrease

*To reallocate funds within the Alternative Education classroom budget and allocate unassigned fund balance (primarily due to underestimation of teacher salaries and medical insurance premiums).*

3	71200	116	Teachers			
	71200	128	Homebound Teachers	0.00	5,000.00	Decrease
	71200	163	Educational Assistants	5,000.00	0.00	Increase
	71200	171	Speech Pathologist	17,500.00	0.00	Increase
	71200	201	Social Security	0.00	6,500.00	Decrease
	71200	204	Pensions	0.00	9,000.00	Decrease
	71200	206	Life Insurance	44,000.00	0.00	Increase
	71200	207	Medical Insurance	100.00	0.00	Increase
	71200	208	Dental Insurance	6,100.00	0.00	Increase
	71200	210	Unemployment Compensation	1,300.00	0.00	Increase
	71200	212	Employer Medicare	0.00	1,000.00	Decrease
	71200	310	Contracts with Other Public Agencies	0.00	2,000.00	Decrease
	71200	362	Penalties	0.00	15,930.00	Decrease
	71200	429	Instructional Supplies and Materials	30.00	0.00	Increase
	71200	435	Office Supplies	5,000.00	0.00	Increase
	71200	499	Other Supplies and Materials	1,400.00	0.00	Increase
	71200	599	Other Charges	0.00	4,100.00	Decrease
	71200	711	Furniture and Fixtures	0.00	1,000.00	Decrease
	71200	719	Office Equipment	300.00	0.00	Increase
	71200	725	Special Education Equipment	200.00	0.00	Increase
	89000		Unassigned Fund Balance	0.00	2,500.00	Decrease
				0.00	33,900.00	Decrease

		71300	429	Data Processing Services	600.00	0.00	Decrease
		71300	442	Instructional Supplies and Materials	0.00	5,015.00	Increase
		71300	471	Propane Gas	25.00	0.00	Decrease
		71300	719	Software	0.00	200.00	Increase
				Office Equipment	0.00	110.00	Decrease
<i>To reallocate funds within the Vocational Education classroom budget</i>							
Item #	5	72120	140	Salary Supplements			
		72120	189	Other Salaries and Wages	5,000.00	0.00	Increase
		72120	195	Certified Substitute Teachers	0.00	2,000.00	Decrease
		72120	206	Life Insurance	8,000.00	0.00	Increase
		72120	207	Medical Insurance	12.00	0.00	Increase
		72120	208	Dental Insurance	0.00	11,812.00	Decrease
		72120	333	Licenses	50.00	0.00	Increase
		72120	499	Other Supplies and Materials	200.00	0.00	Increase
		72120	719	Office Equipment	350.00	0.00	Increase
					200.00	0.00	Increase
<i>To reallocate funds within the Health Services budget</i>							
Item #	6	72130	201	Social Security			
		72130	204	Pensions	0.00	2,000.00	Decrease
		72130	207	Medical Insurance	4,000.00	0.00	Increase
		72130	208	Dental Insurance	0.00	1,775.00	Decrease
		72130	355	Travel	0.00	225.00	Decrease
		72130	499	Other Supplies and Materials	202.00	0.00	Increase
					0.00	202.00	Decrease
<i>To reallocate funds within the Other Student Support category</i>							
Item #	7	46981	541	Safe Schools			
		46590	541	Other State Education Funds	0.00	60,300.00	Increase
					60,300.00	0.00	Decrease
<i>To correct classification of revenues for the annual Safe Schools Grant (payments are for the SRO @ Little Milligan and before and after-school SROs)</i>							
Item #	8	76100	799-810	Other Capital Outlay			
		72130	499-810	Other Supplies and Materials	0.00	150,760.00	Decrease
		72130	790-810	Other Equipment	31,775.00	0.00	Increase
					118,985.00	0.00	Increase
<i>To adjust Safety Grant expenditure accounts to agree with budget per e-Plan</i>							
Item #	9	72210	105	Supervisor/Director			
		72210	129	Librarians	0.00	14,000.00	Decrease
		72210	161	Secretary	7,500.00	0.00	Increase
		72210	189	Other Salaries and Wages	5,154.00	0.00	Increase
		72210	201	Social Security	18,000.00	0.00	Increase
		72210	204	Pensions	10,500.00	0.00	Increase
		72210	206	Life Insurance	5,200.00	0.00	Increase
		72210	207	Medical Insurance	0.00	60.00	Decrease
		72210	208	Dental Insurance	15,000.00	0.00	Increase
		72210	212	Employer Medicare	0.00	140.00	Decrease
		72210	302	Advertising	1,500.00	0.00	Increase
		72210	386	Maintenance and Repair - Equipment	900.00	0.00	Increase
		72210	351	Rentals	150.00	0.00	Increase
		72210	362	Penalties	3,400.00	0.00	Increase
		72210	399	Other Contracted Services	20.00	0.00	Increase
		72210	432	Library Books/Media	0.00	10,000.00	Decrease
		72210	435	Office Supplies	0.00	8,000.00	Decrease
		72210	449	Textbooks	200.00	0.00	Increase
		72210	450	Tires and Tubes	15.00	0.00	Increase
		72210	471	Software	100.00	0.00	Increase
		72210	499	Other Supplies and Materials	0.00	113.75	Decrease
		72210	599	Other Charges	0.00	2,700.00	Decrease
		39000		Unassigned Fund Balance	0.00	4,000.00	Decrease
						28,625.25	Decrease
<i>To reallocate funds within the Regular Instruction non-classroom budget and allocate unassigned fund balance (primarily due to underestimation of medical insurance premiums).</i>							

Item #	10	72215	161	Secretary(ies)					
		72215	189	Other Salaries and Wages		2,350.00	0.00	Increase	
		72215	204	Pensions		0.00	900.00	Decrease	
		72215	207	Medical Insurance		1,800.00	0.00	Increase	
		72215	208	Dental Insurance		0.00	600.00	Decrease	
		72215	599	Other Charges		10.00	0.00	Increase	
		39000		Unassigned Fund Balance		0.00	300.00	Decrease	
							360.00	Decrease	
				<i>To reallocate funds within the Alternative Education non-classroom budget and allocate unassigned fund balance (primarily due to underestimation of medical insurance premiums).</i>					
Item #	11	72220	105	Supervisor/Director					
		72220	124	Psychological Personnel		0.00	1,500.00	Decrease	
		72220	135	Assessment Personnel		900.00	0.00	Increase	
		72220	162	Clerical Personnel		1,200.00	0.00	Increase	
		72220	201	Social Security		0.00	170.00	Decrease	
		72220	204	Pensions		600.00	0.00	Increase	
		72220	206	Life Insurance		4,200.00	0.00	Increase	
		72220	207	Medical Insurance		1.00	0.00	Increase	
		72220	208	Dental Insurance		3,200.00	0.00	Increase	
		72220	212	Employer Medicare		30.00	0.00	Increase	
		72220	336	Maintenance and Repair - Equipment		50.00	0.00	Increase	
		72220	355	Travel		0.00	1,200.00	Decrease	
		72220	362	Penalties		0.00	2,500.00	Decrease	
		72220	429	Instructional Supplies and Materials		28.00	0.00	Increase	
		72220	435	Office Supplies		0.00	523.50	Decrease	
		72220	499	Other Supplies and Materials		0.00	441.56	Decrease	
		72220	599	Other Charges		0.00	66.56	Decrease	
		72220	790	Other Equipment		0.00	507.65	Decrease	
		39000		Unassigned Fund Balance		0.00	2,839.76	Decrease	
							459.97	Decrease	
				<i>To reallocate funds within Special Education (non-classroom) category and allocate unassigned fund balance (primarily due to underestimation of medical insurance premiums).</i>					
Item #	12	72250	121	Data Processing Personnel					
		72250	208	Dental Insurance		0.00	361.95	Decrease	
		72250	435	Office Supplies		25.00	0.00	Increase	
		72250	446	Small Tools		312.58	0.00	Increase	
		72250	471	Software		29.68	0.00	Increase	
		72250	499	Other Supplies and Materials		0.00	49.30	Decrease	
						43.99	0.00	Increase	
				<i>To reallocate funds within Technology category</i>					
Item #	13	72290	168	Temporary Personnel					
		72290	201	Social Security		7,650.00	0.00	Increase	
		72290	204	Pensions		800.00	0.00	Increase	
		72290	212	Medicare		185.00	0.00	Increase	
		46980		Other State Grants		80.00	0.00	Increase	
							8,715.00	Increase	
				<i>To recognize grant revenue and expenditures for the Student Mentor program</i>					
Item #	14	72310	305	Audit Services					
		72310	322	Evaluation and Testing		5,000.00	0.00	Increase	
		72310	331	Legal Services		500.00	0.00	Increase	
		72310	524	In-Service/Staff Development		0.00	700.00	Decrease	
		72310	533	Criminal Investigation of Applicants		1,200.00	0.00	Increase	
		72310	599	Other Charges		100.00	0.00	Increase	
		72310	711	Furniture and Fixtures		0.00	650.15	Decrease	
		39000		Unassigned Fund Balance		0.00	75.10	Decrease	
							5,374.75	Decrease	
				<i>To reallocate funds within Board of Education category and allocate unassigned fund balance</i>					

72320	201	Medical Insurance		4,100.00	0.00	Increase
72320	307	Communication Equipment		0.00	1,200.00	Increase
72320	320	Dues and Memberships		138.00	0.00	Increase
72320	334	Maintenance Agreements		0.00	340.90	Increase
72320	336	Maintenance and Repair - Equipment		0.00	500.00	Increase
72320	355	Travel		0.00	3,479.80	Increase
72320	435	Office Supplies		0.00	127.28	Increase
72320	499	Other Supplies and Materials		0.00	300.00	Increase
72320	524	In-Service/Staff Development		95.00	0.00	Increase
72320	599	Other Charges		0.00	3,200.00	Increase
72320	701	Administration Equipment		0.00	800.00	Increase
72320	708	Communication Equipment		350.00	0.00	Increase
72320	719	Office Equipment		172.98	0.00	Increase

*To reallocate funds within Director of Schools category*

Item #	17	72410	104	Principals		0.00	4,000.00	Increase
		72410	139	Assistant Principals		2,000.00	0.00	Increase
		72410	162	Clerical Personnel		0.00	2,700.00	Increase
		72410	163	Educational Assistants		240.00	0.00	Increase
		72410	189	Other Salaries and Wages		0.00	470.83	Increase
		72410	201	Social Security		0.00	3,000.00	Increase
		72410	204	Pensions		26,500.00	0.00	Increase
		72410	206	Life Insurance		11.00	0.00	Increase
		72410	207	Medical Insurance		34,500.00	0.00	Increase
		72410	208	Dental Insurance		700.00	0.00	Increase
		72410	210	Unemployment Compensation		0.00	800.00	Increase
		72410	212	Employer Medicare		0.00	500.00	Increase
		72410	334	Maintenance Agreements		0.00	241.00	Increase
		72410	399	Other Contracted Services		0.00	1,500.00	Increase
		72410	435	Office Supplies		0.00	1,488.50	Increase
		89000		Unassigned Fund Balance		0.00	49,250.67	Increase

*To reallocate funds within Office of the Principal category and allocate unassigned fund balance (primarily due to under-estimation of medical insurance premiums).*

Item #	18	72610	166	Contracts With Private Agencies		0.00	6,000.00	Increase
		72610	204	Pensions		0.00	5,400.00	Increase
		72610	206	Life Insurance		0.00	23.00	Increase
		72610	207	Medical Insurance		0.00	9,000.00	Increase
		72610	208	Dental Insurance		160.00	0.00	Increase
		72610	210	Unemployment Compensation		0.00	2,100.00	Increase
		72610	312	Contracts With Private Agencies		31,700.00	0.00	Increase
		72610	335	Maintenance and Repair - Buildings		263.58	0.00	Increase
		72610	351	Rentals		0.00	4,000.00	Increase
		72610	359	Disposal Fees		3,700.00	0.00	Increase
		72610	399	Other Contracted Services		0.00	50,400.58	Increase
		72610	410	Custodial Supplies		0.00	6,000.00	Increase
		72610	415	Electricity		65,000.00	0.00	Increase
		72610	434	Natural Gas		0.00	24,000.00	Increase
		72610	454	Water and Sewer		6,100.00	0.00	Increase

*To reallocate funds within Operation of Plant category*

Item #	19	72620	206	Life Insurance		0.00	22.00	Decrease
		72620	385	Maintenance and Repair - Buildings		3,408.91	0.00	Increase
		72620	386	Maintenance and Repair - Equipment		0.00	2,401.02	Decrease
		72620	399	Other Contracted Services		0.00	6,000.00	Decrease
		72620	446	Small Tools		106.50	0.00	Increase
		72620	454	Water and Sewer		4,300.00	0.00	Increase
		72620	468	Chemicals		0.00	298.73	Decrease
		72620	499	Other Supplies and Materials		0.00	149.94	Decrease
		72620	599	Other Charges		1,061.28	0.00	Increase
<i>To reallocate funds within Maintenance of Plant category</i>								
Item #	20	72710	105	Supervisor/Director		200.00	0.00	Increase
		72710	189	Other Salaries and Wages		2,300.00	0.00	Increase
		72710	204	Pensions		0.00	7,000.00	Decrease
		72710	206	Life Insurance		0.00	180.00	Decrease
		72710	207	Medical Insurance		6,000.00	0.00	Increase
		72710	208	Dental Insurance		0.00	1,350.00	Decrease
		72710	313	Contracts with Parents		0.00	1,320.00	Decrease
		72710	329	Laundry Service		900.00	0.00	Increase
		72710	351	Rentals		450.00	0.00	Increase
<i>To reallocate funds within Transportation category</i>								
Item #	21	46511	002	Basic Education Program		0.00	260,665.77	Increase
		71100	116-100	Teachers		222,981.84	0.00	Increase
		71100	201-100	Social Security		13,824.87	0.00	Increase
		71100	204-100	Pensions		20,625.82	0.00	Increase
		71100	212-100	Employer Medicare		3,233.24	0.00	Increase
<i>To allocate BEP funds received from state for salary equity payments</i>								

Item #	22	72230	140	Salary Supplements		260.67	0.00	Increase
		72230	169	Part-Time Personnel		380.00	0.00	Increase
		72230	201	Social Security		100.00	0.00	Increase
		72230	204	Pensions		1,131.14	0.00	Increase
		72230	206	Life Insurance		0.00	4.60	Decrease
		72230	207	Medical Insurance		0.00	596.00	Decrease
		72230	208	Dental Insurance		14.72	0.00	Increase
		72230	212	Employer Medicare		0.00	38.13	Increase
		72230	320	Dues and Memberships		1,001.00	0.00	Increase
		72230	336	Maintenance and Repair - Equipment		506.57	0.00	Increase
		72230	351	Rentals		2,510.83	0.00	Increase
		72230	355	Travel		5,643.19	0.00	Increase
		72230	435	Office Supplies		98.77	0.00	Increase
		72230	524	In-Service/Staff Development		165.00	0.00	Increase
		72230	599	Other Charges		0.00	1,687.64	Decrease
		72230	719	Office Equipment		0.00	1,226.24	Decrease
		39000		Unassigned Fund Balance		0.00	8,233.26	Decrease
<i>To reallocate funds within the Vocational Education non-classroom budget and allocate unassigned fund balance (primarily due to student travel costs).</i>								

Item #	27	99100	590	Transfers to Other Funds (Head Start)		79,641.65	0.00	Increase
		39000		Unassigned Fund Balance		0.00	79,641.65	Decrease
<p><i>To allocate GPS Fund #141 fund balance for transfer to Head Start Fund #145. This transfer is to liquidate an expected fund deficit (actual estimated expenditures exceed actual revenue to be received) in the Head Start Fund @ June 30, 2019. The Finance Department has not approved any purchase requisitions for non-essential items/services since March 21, 2019. Beginning June 10, 2019, no additional non-payroll expenditures (except rent/lease, utilities, and volunteer meal reimbursements) are permissible (including non pre-approved purchases using check requests) from the Head Start Fund. The actual amount of funds transferred to the Head Start Fund is to be determined by the Finance Department during close-out of fiscal year 2018-19; however, total transfers are not to exceed the amount (\$79,641.65) noted above. If the total amount transferred exceeds the actual amount needed to balance the Head Start Fund's operations, the excess shall be transferred back to the GPS Fund. If cash flow for the HS Fund is not sufficient at any time prior to June 30, 2019, an amount equal to the cash requirements will be transferred from the GPS Fund.</i></p>								
<div style="text-align: right;"> <p>Total 1,661,139.31 1,661,139.31</p> <p>From Fund Balance 324,197.07</p> <p>From Unassigned Fund Balance 324,197.07</p> </div>								



73400	204	Pensions		11,820.00	0.00	Increase
73400	206	Life Insurance		0.00	21.00	Decrease
73400	207	Medical Insurance		0.00	5,127.09	Decrease
73400	208	Dental Insurance		187.20	0.00	Increase
73400	212	Employer Medicare		0.00	105.33	Decrease
73400	307	Communication		2,171.30	0.00	Increase
73400	330	Operating Lease Payments		0.00	3,200.00	Decrease
73400	335	Maintenance and Repair - Buildings		812.20	0.00	Increase
73400	336	Maintenance and Repair - Equipment		2,245.30	0.00	Increase
73400	351	Rentals		3,332.37	0.00	Increase
73400	355	Travel		5,660.14	0.00	Increase
73400	362	Penalties		207.62	0.00	Increase
73400	429	Instructional Supplies and Materials		48,701.63	0.00	Increase
73400	435	Office Supplies		1,479.94	0.00	Increase
73400	452	Utilities		756.02	0.00	Increase
73400	471	Software		99.99	0.00	Increase
73400	499	Other Supplies and Materials		2,749.80	0.00	Increase
73400	524	In-Service/Staff Development		0.00	964.58	Decrease
73400	599	Other Charges		21,438.38	0.00	Increase
73400	719	Office Equipment		299.98	0.00	Increase
72610	166	Custodial Personnel		122.82	0.00	Increase
72610	201	Social Security		0.00	9.06	Decrease
72610	204	Pensions		0.00	10.00	Decrease
72610	210	Unemployment Compensation		0.00	1.00	Decrease
72610	212	Employer Medicare		1.34	0.00	Increase
48140		Contracted Services		0.00	24,157.70	Increase
49800		Transfers In		0.00	79,641.65	Increase
<i>To reallocate funds within the Head Start Fund Early Education and Maintenance of Plant categories and adjust estimated revenues per budget to actual amount of funds available to be received prior to June 30, 2019.</i>						
<i>To allocate a transfer of funds from the General Purpose School Fund #141. This transfer is to liquidate an expected fund deficit (actual estimated expenditures exceed actual revenue to be received) in the Head Start Fund #145 @ June 30, 2019. The Finance Department has not approved any purchase requisitions for non-essential items/services since March 21, 2019. Beginning June 10, 2019, no additional non-payroll expenditures (except rent/lease, utilities, and volunteer meal reimbursements) are permissible (including non pre-approved purchases using check requests) from the Head Start Fund. The actual amount of funds transferred to the Head Start Fund is to be determined by the Finance Department during close-out of fiscal year 2018-19; however, total transfers are not to exceed the amount (\$79,641.65) noted above. If the total amount transferred exceeds the actual amount needed to balance the Head Start Fund's operations, the excess shall be transferred back to the GPS Fund. If cash flow for the HS Fund is not sufficient at any time prior to June 30, 2019, an amount equal to the cash requirements will be transferred from the GPS Fund.</i>						
				Total	115,450.71	115,450.71
				From Fund Balance		0.00

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Carter County						
General Debt Service Fund #156						
Fiscal Year Ending June 30, 2019						
Budget Amendment #1						
June 17, 2019						
Item #	Category	Line	Description			
1	49800		Transfers From Other Funds	128,053.72	0.00	Decrease
	82130	602	Principal on Notes	0.00	126,872.94	Decrease
	82230	604	Interest on Notes	0.00	1,180.78	Decrease
<i>To reclassify budgeted accounts related to early retirement of Capital Outlay Notes in August 2018. Original account (#49800) was selected and funds were transferred from the General Fund #101 based on discussion with auditors; however, they later determined that the principal and interest payments should be reflected in General Fund #101 instead of General Debt Service Fund #151.</i>						
				Total	128,053.72	128,053.72

## HEALTH SERVICES AGREEMENT

**THIS AGREEMENT** between Carter County, Tennessee (hereinafter referred to as "County"); and Southern Health Partners, Inc., a Delaware corporation, (hereinafter referred to as "SHP"), is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019. Services under this Agreement shall commence on July 1, 2019, and shall continue through June 30, 2020, in accordance with Section 6.1.

### WITNESSETH:

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Carter County Detention Center (hereinafter called "Jail") and,

WHEREAS, County and Sheriff desire to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the County, which provides funding as approved by the Carter County Board of Commissioners for the Jail, desires to enter into this Agreement with SHP to promote this objective; and,

WHEREAS, SHP is in the business of providing correctional health care services under contract and desires to provide such services for County under the express terms and conditions hereof.

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

### ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. County hereby contracts with SHP to provide for the delivery of medical, dental and mental health services to inmates of Jail. This care is to be delivered to individuals under the custody and control of County at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof.

1.2 Scope of General Services. The responsibility of SHP for medical care of an inmate commences with the booking and physical placement of said inmate into the Jail. The health care services provided by SHP shall be for all persons committed to the custody of the Jail, except those identified in Section No. 1.7. SHP shall provide and/or arrange for professional medical, dental, mental health and related health care

all as more specifically described herein.

SHP shall be financially responsible for the costs of all physician and nurse staffing, formulary prescription medications, x-ray procedures (excluding charges for x-ray or imaging procedures performed during a hospital visit), routine dental services (limited to simple extractions and other routine treatments), over-the-counter medications, medical supplies, medical hazardous waste disposal, on-site clinical lab procedures, office supplies, forms, folders, files, travel expenses, publications, administrative services and nursing time to train officers in the Jail on various medical matters. SHP's financial responsibility for the costs of all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), all non-formulary prescription medications, x-ray or imaging procedures performed during a hospital visit, non-routine dental services (such as oral surgery and other major treatments) and all medical and mental health services rendered outside of the Jail shall be limited by the annual cost pool described in Section No. 1.5 of this Agreement. All pool costs in excess of the annual cost pool limit shall be the financial responsibility of the County, or shall not otherwise be the financial responsibility of SHP.

Should new legislation require substantial or new medical directives to SHP in the provision of services under this Agreement, SHP will not be financially responsible for changes to its program, rather SHP would have the ability to seek from the County any additional monies to fund such directives.

1.3 Specialty Services. In addition to providing the general services described above, SHP by and through its licensed health care providers shall arrange and/or provide to inmates at the Jail specialty medical services to the extent such are determined to be medically necessary by SHP. In the event non-emergency specialty care is required and cannot be rendered at the Jail, SHP shall make arrangements with County for the transportation of the inmates in accordance with Section No. 1.9 of this Agreement.

1.4 Emergency Services. SHP shall arrange and/or provide emergency medical care, as medically necessary, to inmates through arrangements to be made by SHP.

1.5 Limitations On Costs - Cost Pool. SHP shall, at its own cost, arrange for medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning a licensed SHP physician), requires such care. SHP's maximum liability for costs associated with all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all biological products used to prevent, diagnose or

treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), all non-formulary prescription medications, x-ray or imaging procedures performed during a hospital visit, non-routine dental services (such as oral surgery and other major treatments) and all medical and mental health services for inmates rendered outside of the Jail will be limited by a pool established in the amount of \$40,000.00 in the aggregate for all inmates in each year (defined as a twelve-month contract period) of this Agreement. If the costs of all care as described in this Section No. 1.5 exceed the amount of \$40,000.00 in any year, SHP will either pay for the additional services and submit invoices supporting the payments to the County along with an SHP invoice for one hundred percent (100%) of the costs in excess of \$40,000.00, or in the alternative, will refer all additional qualifying invoices to County for payment directly to the provider of care. For all invoices payable to SHP as reimbursement for pool excess costs, such amounts shall be payable by County within thirty days of the SHP invoice date. SHP will allow a grace period of up to sixty days from the date of invoice, and will thereafter apply a late fee of two percent (2%) on the balance each month until SHP has been reimbursed in full. For purposes of this Section No. 1.5, the pool amount will be prorated for any contract period of less or more than twelve months.

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If the costs of all care as described in this Section 1.5 are less than \$40,000.00 in any year (defined as a twelve-month contract period), SHP will repay to County one hundred percent (100%) of the balance of unused cost pool funds up to the \$40,000.00 annual limit. County acknowledges that at the end of each contract period, the cost pool billing will remain open for approximately sixty days in order to allow reasonable time for processing of additional claims received after the new contract period begins and prior to issuing any such refund to County for unused cost pool funds. Specifically, the cost pool cut-off date will be August 29 based on a contract period schedule ending on June 30 of each year. SHP will continue to process cost pool payments applicable to the prior contract period through August 29 and apply those amounts toward the prior year's cost pool limit. Any additional cost pool charges received subsequent to the August 29 cut-off date which are applicable to the prior contract period will either be rolled over into the pool for the current contract period or be referred to County for payment directly to the provider of care.

The intent of this Section No. 1.5 is to define SHP's maximum financial liability and limitation of costs for all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), all non-formulary prescription medications, x-ray or imaging procedures performed during a hospital visit, non-routine dental services

insurance incurred prior to incarceration, Pregnancy. SHP shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

Furthermore, SHP shall not be financially responsible for the cost of medical treatment or health care services provided outside the Jail to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care.

Once an inmate has been medically stabilized and committed to the Jail, SHP will, commencing at that point, then become responsible for providing and/or arranging for all medical treatment and health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail. SHP's financial responsibility for such medical treatment and health care services shall be in accordance with, and as limited by, Section Nos. 1.2 and 1.5 of this Agreement.

It is expressly understood that SHP shall not be responsible for medical costs associated with the medical care of any infants born to inmates. SHP shall provide and/or arrange for health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Jail prior to transport to a hospital, shall not be the financial responsibility of SHP. In any event, SHP shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.7 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail and for inmates held under guard in outside hospitals or other medical facilities who remain in official custody of the Jail. Inmates held under guard in outside hospitals or other medical facilities are to be included in the Jail's daily population count. No other person(s), including those who are in any outside hospital who are not under guard, shall be the financial responsibility of SHP, nor shall such person(s) be included in the daily population count.

Inmates on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be included in the daily population count,

and shall not be the responsibility of SHP with respect to the payment or the furnishing of their health care services.

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The costs of medical services rendered to inmates who become ill or who are injured while on such temporary release or work-release shall not then become the financial responsibility of SHP after their return to the Jail. This relates solely to the costs associated with treatment of a particular illness or injury incurred by an inmate while on such temporary release. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary. The costs of medical services associated with a particular illness or injury incurred by an inmate while on temporary release or work-release may be the personal responsibility of the inmate, or covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses. In the absence of adequate insurance coverage, or other source of payment for medical care expenses, such costs may, at the election of the County, be applied toward the annual cost pool described in Section 1.5. Such costs shall not otherwise be the financial responsibility of SHP.

Persons in the physical custody of other police or other penal jurisdictions at the request of County, by Court order or otherwise, are likewise excluded from the Jail's population count and are not the responsibility of SHP for the furnishing or payment of health care services.

1.8. Elective Medical Care. SHP shall not be responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of SHP's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

1.9. Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services SHP is obligated to arrange under this Agreement, County shall, upon prior request by SHP, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, SHP shall arrange all emergency ambulance transportation of inmates in accordance with Section No. 1.4 of this Agreement.

## ARTICLE II: PERSONNEL.

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2.1 Staffing. SHP shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement. County acknowledges that SHP will provide an on-site staffing plan averaging two hundred and forty-eight (248) hours per week, according to a regular schedule of twenty-four (24) hours per day, seven (7) days per week. Staffing hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility. Further, County acknowledges that SHP reserves the right to make adjustments to the regular staffing schedule for limited flexible coverage on SHP-designated holidays, and there will be an allowance for a reasonable number of absences for medical staff vacation and sick days. In the event of any absences in excess of five (5) consecutive days, not to include vacation time or SHP-designated holidays, SHP will refund the County the cost of the staffing hours on the next month's base fee billing.

It is understood the Professional Provider may be filled by a Physician, or Mid-Level Practitioner. Either will be duly licensed to practice medicine in the State of Tennessee, and will be available to our nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week.

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Jail Administrator and other involved County officials. Professional Provider visit times and dates will be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

SHP shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of SHP, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.

Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by County and SHP.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by SHP to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required

by applicable Tennessee law.

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2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by SHP hereunder, or by any independent contractor, subcontractors or assignee, SHP, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, SHP shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, SHP will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SHP.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either SHP or County in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, SHP will engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between SHP and these health care professionals will be that of independent contractor, SHP will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. SHP will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, SHP shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of SHP under this Agreement, SHP shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000.00) coverage per occurrence and five million dollars (\$5,000,000.00) aggregate.

2.6 Discrimination. During the performance of this Agreement, SHP, its employees, agents, subcontractors, and assignees agree as follows:

- a. None will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

### **ARTICLE III REPORTS AND RECORDS**

3.1 **Medical Records.** County acknowledges that SHP's responsibility for all inmate medical records shall commence on the effective date of this Agreement, and that the responsibility for all inmate medical records prior to the effective date of this Agreement shall rest solely with the County. Nothing in this Agreement shall be interpreted to impose responsibility on SHP for inmate medical records prior to the effective date of this Agreement. County does further acknowledge, however, that SHP will assist County with the fulfillment of requests for production of medical records for those medical services provided prior to the effective date of this Agreement, and by doing so does not assume any responsibility for such records. It is mutually understood by both parties that, during the term of this Agreement, SHP shall serve as the Records Custodian in all medical record matters, in accordance with all applicable laws.

Commencing on the effective date of this Agreement, SHP shall cause and require to be maintained a complete and accurate medical record for each inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws and County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, SHP shall comply with Tennessee law and County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by SHP except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. SHP shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide SHP with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

3.2 **Regular Reports by SHP to County.** SHP shall provide to County, on a date and in a form mutually acceptable to SHP and County, reports relating to services

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rendered under this Agreement.

3.3 Inmate Information. Subject to the applicable Tennessee law, in order to assist SHP in providing the best possible health care services to inmates, County will provide SHP with information pertaining to inmates that SHP and County mutually identify as reasonable and necessary for SHP to adequately perform its obligations hereunder.

3.4 SHP Records Available to County with Limitations on Disclosure. SHP shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by SHP in the performance of its obligations hereunder are proprietary in nature and shall remain the property of SHP and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by SHP. Proprietary information developed by SHP shall remain the property of SHP.

3.5 County Records Available to SHP with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County shall provide SHP, at SHP's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by SHP or as are pertinent to the investigation or defense of any claim related to SHP's conduct. Consistent with applicable law, County will make available to SHP such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as SHP may reasonably request. Any such information provided by County to SHP that County considers confidential shall be kept confidential by SHP and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

**ARTICLE IV: SECURITY**

4.1 General. SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP as well as for the security of inmates and County's staff, consistent with the correctional setting. County will take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing obligation of County.

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compromised, SHP may exercise its right to immediately terminate services, in accordance with the provisions of Section No. 6.2(b) of this Agreement.

4.2 Loss of Equipment and Supplies. County shall not be liable for loss of or damage to equipment and supplies of SHP, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of County or its employees.

4.3 Security During Transportation Off-Site. County shall provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the Jail and any other location for off-site services as contemplated herein.

#### **ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**

5.1 General. County agrees to provide SHP with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone line and utilities and County will provide necessary maintenance and housekeeping of the office and medical space and facilities (including incidentals such as tissue and hand towels).

5.2 Delivery of Possession. County will provide to SHP, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Jail's health care unit. At the termination of this or any subsequent Agreement, SHP will return to County's possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by SHP during the term of this Agreement shall be purchased by SHP at its own cost. At the end of this Agreement, or upon termination, County shall be entitled to purchase SHP's equipment and instruments at an amount determined by a mutually agreed depreciation schedule.

5.4 General Maintenance Services. County agrees that it is proper for SHP to provide each and every inmate receiving health care services the same services and facilities available to, and/or provided to, other inmates at the Jail.

#### **ARTICLE VI: TERM AND TERMINATION OF AGREEMENT**

6.1 Term. This Agreement shall commence on July 1, 2019. The initial term of this Agreement shall end on June 30, 2020, and this Agreement shall thereafter be automatically extended for additional one-year terms, subject to County funding availability, unless either party provides written notice to the other of its intent to

terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement.

6.2 Termination. This Agreement, or any extension thereof, may be terminated as otherwise provided in this Agreement or as follows:

- (a) Termination by agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (b) Termination for Cause. SHP shall have the right to terminate this Agreement at any time for Cause, which may be effected immediately after establishing the facts warranting the termination, and without any further obligation to County, by giving written notice and a statement of reasons to County in the event:
  - (i) the safety and security of SHP personnel is determined by SHP, in its sole discretion, to be compromised, either as a direct, or indirect, result of County's failure to provide adequate security services, the provision of which is a continuing precondition of SHP's obligation to perform work under this Agreement, or
  - (ii) County fails to compensate SHP for charges or fees due, either in whole, or in part, under this Agreement, according to the terms and provisions as stated herein.

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Cause shall not, however, include any actions or circumstances constituting Cause under (i) or (ii) above if County cures such actions or circumstances within a specified period following delivery of written notice by SHP setting forth the actions or circumstances constituting Cause, during which period SHP may permit County, solely by express agreement, time to provide sufficient remedy to SHP's satisfaction. In all cases, this Agreement may be terminated immediately by SHP, without notice, if, in SHP's sole discretion, such immediate termination of services is necessary to preserve the safety and well-being of SHP personnel.

Upon such a termination for Cause County acknowledges that

terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement.

6.2 Termination. This Agreement, or any extension thereof, may be terminated as otherwise provided in this Agreement or as follows:

- (a) Termination by agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (b) Termination for Cause. SHP shall have the right to terminate this Agreement at any time for Cause, which may be effected immediately after establishing the facts warranting the termination, and without any further obligation to County, by giving written notice and a statement of reasons to County in the event:
  - (i) the safety and security of SHP personnel is determined by SHP, in its sole discretion, to be compromised, either as a direct, or indirect, result of County's failure to provide adequate security services, the provision of which is a continuing precondition of SHP's obligation to perform work under this Agreement, or
  - (ii) County fails to compensate SHP for charges or fees due, either in whole, or in part, under this Agreement, according to the terms and provisions as stated herein.

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Cause shall not, however, include any actions or circumstances constituting Cause under (i) or (ii) above if County cures such actions or circumstances within a specified period following delivery of written notice by SHP setting forth the actions or circumstances constituting Cause, during which period SHP may permit County, solely by express agreement, time to provide sufficient remedy to SHP's satisfaction. In all cases, this Agreement may be terminated immediately by SHP, without notice, if, in SHP's sole discretion, such immediate termination of services is necessary to preserve the safety and well-being of SHP personnel.

Upon such a termination for Cause, County acknowledges that, SHP shall be entitled to all compensation fees and charges due for services rendered hereunder, without penalty or liability to SHP, up through and including the last day of services, and further that,

County shall be obligated to compensate SHP accordingly for such services rendered up through and including the last day of services, consistent with the terms and provisions of this Agreement. If any costs relating to the period subsequent to such termination date have been paid by County in the case of (i) above, SHP shall promptly refund to County any such prepayment.

- (c) Termination by Cancellation. This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice in accordance with Section No. 9.3 of this Agreement.
- (d) Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds by the Carter County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Jail, will be transferred from SHP to County.

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## ARTICLE VII. COMPENSATION.

7.1 Base Compensation. County will pay to SHP the annualized price of \$554,435.04 during the initial term of this Agreement, payable in monthly installments. Monthly installments during the initial term of this Agreement will be in the amount of \$46,202.92 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

7.2 Increases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 310. If the average daily inmate population exceeds 310 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.64

arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 315 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

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

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**7.3 Future Years' Compensation.** The amount of compensation (i.e., annual base price and per diem rate as defined in Section Nos. 7.1 and 7.2, respectively) to SHP shall increase at the beginning of each contract year. The amount of compensation shall increase by three percent (3%) for the renewal period effective July 1, 2020, and by three percent (3%) for the renewal period effective July 1, 2021. SHP shall provide written notice to County of the amount of compensation increase requested for renewal periods effective on or after July 1, 2022, or shall otherwise negotiate mutually agreeable terms with County prior to the beginning of each annual renewal period.

**7.4 Inmates From Other Jurisdictions.** Medical care rendered within the Jail to inmates from jurisdictions outside Carter County, and housed in the Jail pursuant to written contracts between County and such other jurisdictions will be the responsibility of SHP, but as limited by Section No. 1.7. Medical care that cannot be rendered within the Jail will be arranged by SHP, but SHP shall have no financial responsibility for such services to those inmates.

**7.5 Responsibility For Work Release Inmates.** SHP and County agree that SHP will be responsible for providing on-site medical services as reasonable and appropriate to County inmates assigned to work release and/or release for community service work for government or nonprofit agencies upon an inmate's presentation to SHP medical staff at the Jail. Notwithstanding any other provisions of this Agreement

to the contrary, SHP and County agree that County inmates assigned to work release, including work for Carter County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than SHP, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on work release. The costs of medical services associated with a particular illness or injury incurred by an inmate while on work-release may be covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses, but such costs shall not otherwise be the financial responsibility of SHP. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail, including any inmate injured or infirmed while on work release or release for community service, to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary.

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**ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.**

8.1 Insurance. At all times during this Agreement, SHP shall maintain professional liability insurance covering SHP for its work at County, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate. SHP shall provide County with a Certificate of Insurance evidencing such coverage and shall have County named as an additional insured. In the event of any expiration, termination or modification of coverage, SHP will notify County in writing.

8.2 Lawsuits Against County. In the event that any lawsuit (whether frivolous or otherwise) is filed against County, its elected officials, employees and agents based on or containing any allegations concerning SHP's medical care of inmates and the performance of SHP's employees, agents, subcontractors or assignees, the parties agree that SHP, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. SHP agrees to indemnify and hold harmless the County, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the aforementioned

Sheriff shall promptly notify SHP of any incident, claim, or lawsuit of which County or Sheriff becomes aware and shall fully cooperate in the defense of such claim, but SHP shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require SHP to indemnify the County, its agents and/or employees from the County's, its agents' and/or employees' own negligence and/or their own actions or inactions.

County does hereby agree to indemnify and hold harmless SHP, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the operation of the facility and the negligence and/or action or inaction of the Sheriff, the County or their employees or agents. This duty to indemnify shall include all attorneys' fees and litigation costs and expenses of any kind whatsoever. SHP shall promptly notify the Sheriff of any incident, claim, or lawsuit of which SHP becomes aware and shall fully cooperate in the defense of such claim, but the County shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require the County to indemnify SHP, its agents and/or employees from SHP's, its agents' and/or employees' own negligence and/or their own actions or inactions.

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**ARTICLE IX: MISCELLANEOUS.**

9.1 Independent Contractor Status. The parties acknowledge that SHP is an independent contractor engaged to provide medical care to inmates at the Jail under the direction of SHP management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. SHP shall not assign this Agreement to any other corporation without the express written consent of County which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve SHP of its independent obligation to provide the services and be bound by the requirements of this Agreement.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by Federal Express or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

a. County: Commission Chairman  
Carter County Commission  
801 East Elk Avenue, Suite 201  
Elizabethton, TN 37643

With a copy to: Josh Hardin  
Carter County Attorney  
3863 Highway 19E  
Elizabethton, TN 37643

b. SHP: Southern Health Partners, Inc.  
2030 Hamilton Place Boulevard, Suite 140  
Chattanooga, TN 37421  
Attn: President

Notices shall be effective upon receipt regardless of the form used.

9.4 Governing Law and Disputes. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Tennessee, except as specifically noted. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction.

9.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall be

is a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.10 Liaison. The Carter County Sheriff or his designee shall serve as the liaison with SHP.

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9.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.12 Time of Essence. Time is and shall be of the essence of this Agreement.

9.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

9.16 Non-solicitation. SHP takes pride in its staff and has a significant investment in the training and professional development of our employees and independent contractors; they are valued members of our business. As such, during the term of this Agreement or within one (1) year after this Agreement's termination, the County and its agents agree not to solicit any employee or independent contractor of SHP on behalf of the County or any other business enterprise, nor to induce any employee or independent contractor associated with SHP to terminate or breach an employment, contractual or other relationship with the SHP. The County hereby acknowledges (1) that SHP will suffer irreparable harm if the obligations under this Agreement are breached; and, (2) the County agrees to pay a professional replacement

fee of Seven Thousand Five Hundred Dollars (\$7,500.00) per employee or independent contractor to compensate SHP for the estimated cost of replacing said employee or independent contractor. The foregoing shall not apply to any SHP employee or independent contractor who may have been employed by the County directly prior to this agreement start date.

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

CARTER COUNTY, TN  
BY:

\_\_\_\_\_  
**DRAFT**  
\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

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

SOUTHERN HEALTH PARTNERS, INC.

BY  
**DRAFT**  
\_\_\_\_\_  
Jennifer Hairsine, President and Chief Executive Officer

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

General Litigation update:

1. Litter Code violation cases- Carter County Chancery Court  
Carter County v. Billy Joe Miller  
Carter County v. Birchfield and Hollifield  
Carter County v. Gene & Carol Woodard  
Eight (8) other cases still in process

2. Kane County, Utah v. United States (Class Action)  
U.S. Court of Federal Claims

3. Luke Steffey v. Carter County, et al.  
Carter County Circuit Court  
Case No. C14560

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Other Work performed/ongoing:

1. Research completed and opinions rendered for various county office holders and commissioners as requested.
2. Finance Office – Review of Emergency Purchase Policy; Review of elevator maintenance RFP and maintenance contract; Research cafeteria fund investment issue; Emails and document review re: Nationwide 457 Plan issue; Research and assist with various budget questions and procedures; Review postage meter agreement; Submittal of documentation to receive payment in class action lawsuit.
3. County Commission – Draft Advertisements for 8<sup>th</sup> District Commissioner vacancy and Financial Management Committee vacancy; Submittal of Resolution and claim forms to state treasury re: unclaimed funds.
4. Sheriff's Office- Finalize Securus Contract file; Review of SHP inmate healthcare contract; Assist with process service issue; Research TCRS issues.
5. Circuit Court Clerk – Research and assist with execution procedure.
6. Health and Welfare Committee- Attended Committee meeting; Research County Commissioner insurance availability, use of equipment or fee waivers for non-profit groups; Draft of Litter Grant Resolution; Draft of Resolution honoring Jerry Griffin; Draft of 2nd Amendment Sanctuary County Resolution.
7. Buildings and Grounds Committee – Attended Committee meeting; Research CCT parking lot maintenance issue.
8. Planning Department – Continued work and court appearances on all active litter code cases; research budget questions; Research storm water violation process and review files containing potential violations from planning office.
9. Law Enforcement Committee – Draft of Resolution honoring Mike Fraley; Attended Committee meeting.
10. Landfill/Landfill Committee – Assist with employee termination issue; Draft of city/county solid waste agreement.
11. Highway Committee – Attended committee meeting.