

**Board of County Commissioners
Carter County, Tennessee
REGULAR SESSION
Monday, August 19, 2019**

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

Name of Configuration File: C:\RollCall-Pro\Configurations\August 19 2019 Commission Meeting.rcc
Date and Time of New Session: 8/20/2019 6:02:56 PM

Courthouse Emergency Egress Plan – EMA Office – Gary Smith, Director.

Roll Call – County Clerk

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 absent
Charles Von Cannon is Present
Isaiah Grindstaff is absent
Jerry Proffitt is Present
Austin Jaynes is absent
Ross Garland is Present
Layla Ward is Present
Ginger Holdren is Present
Randall Jenkins is Present
Gary Bailey is Present
Travis Hill is Present
Sonja Culler is Present
Ray Lyons is Present
Aaron Frazier is Present
Robin McKamey is Present
Kelly Collins is Present
David Miller is Present

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Number of Voters PRESENT for Roll Call: 21

Number of Voters ABSENT for Roll Call: 3

Approval of Agenda

Motion was made by Mike Hill, seconded by Jerry Proffitt, to accept as presented tonight's agenda.

(Item #1) Recorded on page 23

Roll Call Vote as follows (Item #1):

1. Vote Results for: Item No. 1

Time of Vote: 6:06:11 AM

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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y

 **RECEIVED**
9-10-19 @ 10:10
PM

Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

Opening Prayer – Commissioner Willie Campbell

Pledge of Allegiance – Robert Acuff

Recognition of Elected & Appointed Officials/Guest

Acceptance of Meeting Minutes from July 15, 2019 Meeting

Motion was made by Mark Blevins, seconded by Randall Jenkins, to accept with corrections as requested, the Minutes of July 15, 2019. (Item #2)

Roll Call Vote as follows (Item #2):
2. Vote Results for: Item No. 2
Time of Vote: 6:09:51 AM
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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

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Approval of Notaries & Bonds

Motion was made by Mike Hill, seconded by Robert Acuff, to approve the Notaries/Bonds as presented for August 2019. (Item #3)

Casey Renee Robbins	Donna G. Newell	Samantha Smith
Pamela Kabool	Rebekah Hodge	Melissa Shaw
Laura J. Tester	Erica M. Hodge	Jennifer Branham
Tiffany O'Quinn	Cindy Harris	Jared William Tetrick

Roll Call Vote as follows (Item #3):

3. Vote Results for: Item No. 3

Time of Vote: 7:44:05 AM

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 was Absent
- Charles Von Cannon voted: Y
- Isaiah Grindstaff was Absent
- Jerry Proffitt voted: Y
- Austin Jaynes was Absent
- Ross Garland voted: Y
- Layla Ward voted: Y
- Ginger Holdren voted: Y
- Randall Jenkins voted: Y
- Gary Bailey voted: Y
- Travis Hill voted: Y
- Sonja Culler voted: Y
- Ray Lyons voted: Y
- Aaron Frazier voted: Y
- Robin McKamey voted: Y
- Kelly Collins voted: Y
- David Miller voted: Y

Passed (21 Y - 0 N - 0 A - 3 Absent)

Number of Abstain Votes: 0

Mayoral Proclamation – Mayor Rusty Barnett

Mayor Barnett along with Commissioner Robin McKamey approached the podium for the presentation. Mayor Barnett invited the 1959 – 1960 Hampton High School Basketball Team members and/or family representatives present to join him at the podium.

Commissioner McKamey proceeded to read the Proclamation and copies were presented to the team.

Mayoral Proclamation Honoring the Hampton High School 1959 – 60 Basketball Team on their State Championship and Accomplishments. Recorded on page 24.

Public Comments – 5 minutes per person

Dillaş Knight of Elizabethton, spoke concerning the conditions at the Animal Shelter and funds from the Delawader Estate (her sister) that had been designated for the animals. She spoke of the need for a project manager.

Chris Prince of the 7th District, spoke in concerning the great work done by emergency responders during the recent plane crash at the Elizabethton Airport. He also stressed the consideration and need of a Resolution that would restrict appointments of committee members due to conflicts of interest.

Laura Rydell of Piedmont Street, spoke concerning housing in her neighborhood which people participating in the Recovery Solders Ministries program reside.

Vista Clark of Ray Clark Drive, spoke concerning animal related issues and the Animal Shelter as well as the need for additional animal control.

Lisa Childers of Cedar Grove Road, spoke concerning the Animal Shelters need for a project manager.. She stated she does volunteer transportation of animals and participates with the Friends of the Shelter as well as being on the Board of Directors for the shelter.

Chris Dingus of Forsyth Drive, spoke concerning the design and cost of the new logo for Carter County.

Angie Odom TLC Community Center Director, spoke concerning the Summer Food Program and concerns of hungry children.

Shannon Posada Elizabethton/Carter County Animal Shelter Director, spoke clarifying issues at the shelter. She stressed the need for a project manager in order for projects to be completed. She noted that was impacting donations to the shelter as well.

Roy Livingston of Hampton, spoke concerning transfer of funds and budget issues.

Recess

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

Presentation by Rhonda Chafin – Second Harvest Food Bank Executive Director

Chairman of the Health & Welfare Committee Robert Acuff, introduced Rhonda Chafin and invited her to the podium.

An informative presentation was presented noting the mission of Second Harvest Food Bank is to feed the hungry by securing and distributing food and engaging our community if the fight to end hunger.

Motion was made by Mark Blevins, to do away with the 1972 Private Act, making a Resolution and forwarding it to Nashville. Motion failed to receive a second.

Consideration of Cooperation Agreement for Emergency Communications (9-1-1)

Motion was made by Ginger Holdren seconded by Jerry Proffitt, to approve as presented, the Cooperation Agreement for Emergency Communications Between Carter County Emergency Communications District and County of Carter, A Political Subdivision of the State of Tennessee. (Item #4) Recorded on pages 25-30

Roll Call Vote as follows (Item #4):

4. Vote Results for: Item No. 4

Time of Vote: 7:44:56 AM

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 was Absent

Charles Von Cannon voted: Y

Isaiah Grindstaff was Absent

Jerry Proffitt voted: Y

Austin Jaynes was Absent

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

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

Consideration of Elevator Service Agreement with United Elevator Services

Motion was made by Bradley Johnson, seconded by Robert Acuff, to accept as presented, the **United Elevator Services, LLC Full Maintenance Service Agreement, REF: Carter County Courthouse, Carter County Detention Center, Workforce Development Complex, and the Carter County Sheriff's Office. (Item #5)** Recorded on pages 31-36

Roll Call Vote as follows (Item #5):

5. Vote Results for: Item No. 5

Time of Vote: 7:45:43 AM

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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

Consideration of \$25,000 Dog Park Dash Grant from Boyd Foundation

Motion was made by Ginger Holdren, seconded by Randall Jenkins, to accept as presented, The **Boyd Foundation Dog Park Dash Grant Program and Grand Price Contest Agreement. (Item #6)** Recorded on pages 37-38

Roll Call Vote as follows (Item #6):
6. Vote Results for: Item No. 6
Time of Vote: 7:57:23 AM
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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

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Mayoral Report – Mayor Rusty Barnett

Mayor Barnett presented reports and updates on the following items:
Plane Crash at the Elizabethton Airport – A great job was done by emergency responders.
HVAC Unit at the Annex – Leak has been repaired.
Two Lawsuits involving Carter County – Lawsuits dropped against Carter County.
Broadband Service – Presentation to be made in September.
Recovery Soldiers Ministries – Mayor Barnett toured the facilities.

Carter County Expenditure Report for the Month of July 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.

Committee Reports

Agriculture Committee – Ross Garland No recommendations were presented during the brief report.

Budget Committee – Ross Garland, Chairman

Motion was made by Ross Garland seconded by Travis Hill, to approve General Purpose School Fund #141 Amendment #1 (item #1-#11) for a total of \$79,702.76 with two items and \$13,000 coming from GPS Fund unassigned fund balance. Funds from unassigned fund balance will be used to purchase office equipment for schools, and pay costs associated with the Board of Education's new website. (Item #7) Recorded on page 39

Roll Call Vote as follows (Item #7)

7. Vote Results for: Item No. 7

Time of Vote: 7:58:39 AM

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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y (*See Clerks Note following vote of Item #10)
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

Passed (21 Y - 0 N - 0 A - 3 Absent)

Number of Abstain Votes: 0

Motion was made by Ross Garland, seconded by Robert Acuff, to approve School Federal Project Fund #142 original budgets (items #1-#6) for a total of \$3,886,552.34 with nothing coming from fund balance. (Item #8) Recorded on page 40-42

Roll Call Vote as follows (Item #8):

8. Vote Results for: Item No. 8

Time of Vote: 7:59:07 AM

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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y

Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

Motion was made by Ross Garland, seconded by Aaron Frazier, to approve Central Cafeteria Fund #143 Amendment #1 (Item #1) for a total of \$3,000 with \$3,000 coming from this fund's unassigned fund balance. Funds for unassigned fund balance will be used for a salary increase for the supervisor. (Item #9) Recorded on page 43

Roll Call Vote as follows (Item #9):
9. Vote Results for: Item No. 9
Time of Vote: 7:59:44 AM
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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

Motion was made by Ross Garland, seconded by Mark Blevins, to approve General Purpose School Fund #141 original Pre-K budget (state grant funded) for a total of \$302,893.22 with nothing coming from fund balance. (Item #10) Recorded on page 43

Roll Call Vote as follows (Item #10):
10. Vote Results for: Item No. 10
Time of Vote: 8:00:08 AM
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 was Absent

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Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y (*See Clerks Note)
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

***Clerks Note: Commissioner Gary Bailey requested to enter as matter of record that on vote of Item #7, he voted Y (yes). However, should have voted A (abstained).**

Motion was made by Ross Garland, seconded by Mike Hill, to reserve 20% (\$36,681.94) of the total Unclaimed Funds (\$183,409.66) received from the State of Tennessee in July 2019. This will leave an unrestricted balance of \$146,727.73 which will be appropriated or go to unassigned fund balance. (Item #11)

Roll Call Vote as follows (Item #11):
11. Vote Results for: Item No. 11
Time of Vote: 8:04:25 AM
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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

Motion was made by Ross Garland, seconded by Mark Blevins, to approve State Aid Bridge project (Big Sandy Road over Stoney Creek) for a total of \$341,740.11. No local matching funds are requested. (Item #12) Recorded on pages 44-45

Roll Call Vote as follows (Item #12):

12. Vote Results for: Item No. 12

Time of Vote: 8:05:42 AM

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 was Absent

Charles Von Cannon voted: Y

Isaiah Grindstaff was Absent

Jerry Proffitt voted: Y

Austin Jaynes was Absent

Ross Garland voted: Y

Layla Ward voted: Y

Ginger Holdren voted: Y

Randall Jenkins voted: Y

Gary Bailey voted: Y

Travis Hill voted: Y

Sonja Culler voted: Y

Ray Lyons voted: Y

Aaron Frazier voted: Y

Robin McKamey voted: Y

Kelly Collins voted: Y

David Miller voted: Y

Passed (21 Y - 0 N - 0 A - 3 Absent)

Number of Abstain Votes: 0

Motion was made by Ross Garland, seconded by Travis Hill, to approve an advertisement for a part-time employee to serve as the counties project manager. This individual will be paid on a hourly wage and be employed by the Commission. No benefits. This is to approve the advertisement only to be placed through the Clerks Office.

Following discussion motion was withdrawn by Committee Chairman Ross Garland.

Motion was made by Layla Ward seconded by Gary Bailey, to approve funding of \$30,000 for the counties project manager. Funding to be provided from revenue account #44170 (miscellaneous refunds). This would be a part-time position with no benefits. (Item # 13)

Following a lengthy discussion, Chairman Lyons called for a roll call vote.

Roll Call Vote as follows (Item #13):

13. Vote Results for: Item No. 13

Time of Vote: 8:29:26 AM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: N

Robert Acuff voted: N

Nancy Brown voted: Y

Mike Hill voted: N

Patty Woodby voted: Y

Bradley Johnson voted: N

Ronnie Trivett was Absent

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Charles Von Cannon voted: A
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: N
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: N
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: N
Kelly Collins voted: N
David Miller voted: A

***Passed (11 Y - 8 N - 2 A - 3 Absent)**

****CLERKS NOTE – Motion FAILED (13 Y needed to pass)**

Number of Abstain Votes: 2

Motion was made by Ross Garland, seconded by Mike Hill, to approve allocation of \$3,000 for the Animal Control Board to acquire a project manager of their choice to complete current projects prior to the end of calendar year 2019. Funds will be appropriated from General Fund revenue account #44170 (Miscellaneous Refunds). (Item # 14)

Roll Call Vote as follows (Item #14):

14. Vote Results for: Item No. 14

Time of Vote: 8:32:21 AM

Type of Vote: MAJORITY NEEDED TO PASS

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

Passed (15 Y - 6 N - 0 A - 3 Absent)

Number of Abstain Votes: 0

Motion was made by Ross Garland, seconded by Travis Hill, to approve General Fund #101 Budget Amendment #1 for a total of \$160,244.18 with three items and \$18,910 coming from fund balance (including one item and \$1,000.00 from unassigned fund balance). Funds from unassigned fund balance will be used to pay deductibles on insurance claims. (Item #15) Recorded on page 46-47

Roll Call Vote as follows (Item #15):
15. Vote Results for: Item No. 15
Time of Vote: 8:32:53 AM
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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

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Motion was made by Ross Garland, seconded by Sonja Culler, to approve Solid Waste/Sanitation Fund #116 Amendment #1 (item #1) for a total of \$8,500 with nothing coming from fund balance. (Item #16) Recorded on page 48

Roll Call Vote as follows (Item #16):
16. Vote Results for: Item No. 16
Time of Vote: 8:33:21 AM
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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y

Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

Motion was made by Ross Garland, seconded by Aaron Frazier, to approve **Drug Control Fund #122 Amendment #1 (item #1) for a total of \$2,112 with nothing coming from fund balance.**
(Item # 17) Recorded on page 48

Roll Call Vote as follows (Item #17):
17. Vote Results for: Item No. 17
Time of Vote: 8:33:59 AM
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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

Motion was made by Ross Garland, seconded by Nancy Brown, to approve **Highway/Public Works Fund #131 Amendment #1 (items #1- #2) for a total of \$461,391.85 with nothing coming from fund balance.** (Item #18) Recorded on page 50

Roll Call Vote as follows (Item #18):
18. Vote Results for: Item No. 18
Time of Vote: 8:34:39 AM
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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

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Motion was made by Ross Garland seconded by Sonja Culler to approve the monetary donations made to the Animal Shelter (\$4,040), the Drug Control Fund (\$176.10), and the Carter County School System (\$14,000). (Item # 19) Recorded on page 49

Roll Call Vote as follows (Item #19):
19. Vote Results for: Item No. 19
Time of Vote: 8:35:11 AM
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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

Motion was made by Ross Garland, seconded by Travis Hill, to approve the non-monetary donations made to the Animal Shelter (value = \$688.52) and the Highway Department (value = \$24,800). (Item #20) Recorded on page 49

Roll Call Vote as follows (Item #20):

20. Vote Results for: Item No. 20

Time of Vote: 8:38:13 AM

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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

Passed (21 Y - 0 N - 0 A - 3 Absent)

Number of Abstain Votes: 0

Motion was made by Ross Garland, seconded by Sonja Culler, to approve request from Planning Department, the 2019-2020 budget amendment changes totaling \$23,600. Nothing come from their fund balance. (Item #21) Recorded on page 51

Roll Call Vote as follows (Item #21):

21. Vote Results for: Item No. 21

Time of Vote: 8:40:19 AM

Type of Vote: MAJORITY NEEDED TO PASS

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

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

Passed (17 Y - 4 N - 0 A - 3 Absent)
Number of Abstain Votes: 0

Building & Grounds – Layla Ward – Vice-Chairman

Motion was made by Layla Ward, seconded by Randall Jenkins, **to accept as presented the proposals made by Nor-Well Company, Inc. for the replacement of the heating and air unit at the Annex for a total of \$11,620 and grant Mayor Rusty Barnett permission to go ahead and continue with the completion of these jobs. (Item # 22) See pages 52-53**

Roll Call Vote as follows (Item #22):
22. Vote Results for: Item No. 22
Time of Vote: 8:41:02 AM
Type of Vote: MAJORITY NEEDED TO PASS

DRAFT

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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

DRAFT

Motion was made by Layla Ward, seconded by Robert Acuff, **to relieve Planning Director Chris Schuettler of responsibilities and duties of project manager (Reference: February Term 2019) (Item # 23)**

Roll Call Vote as follows (Item #23):
23. Vote Results for: Item No. 23
Time of Vote: 8:46:11 AM
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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

Education – Robin McKamey – Chairwoman

Danny McClain Secondary Supervisor Carter County Board of Education, along with Chairwoman McKamey, presented a brief report. However, no recommendations were presented.

Financial Management – Bradley Johnson – Chairman – A brief report was presented. No recommendations were made.

Health & Welfare – Robert Acuff

Robert Acuff Chairman, noted the minutes reflected actions taken by the committee and no recommendations were presented.

Highway – Charles VonCannon – Chairman – Chairman VonCannon presented the report.

Chairman VonCannon requested of Dexter Lunceford, Carter County Sheriff to have a representative from his office at the Highway Committee meetings as the need for speed limit enforcement is addressed at nearly every meeting. However, no recommendation was presented for consideration.

Chairman VonCannon reported on the bridge dedication honoring CMSgt. Mike and CMSgt. Sara (Whitehead) Sellers held on July 27, 2019.

Point of Order was called for by Commission Mike Hill concerning the present Mayor being left off of the program of the bridge dedication.

Landfill Committee – Sonja Culler – Chairwoman

It was reported that the “ticket program” was moving forward and should be completed by next month.

Motion was made by Sonja Culler, seconded by Randall Jenkins; **to allow the use of a dumpster, at no cost for cleanups on public property in the county. Request was made on behalf of the Parks and Recreation Board. (Item # 24)**

Roll Call Vote as follows (Item #24):

24. Vote Results for: Item No. 24
Time of Vote: 9:08:27 AM
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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

Chairwoman Culler also spoke regarding a fire at the recycling center on Cherokee Park Drive. The building and center is currently closed and we are not being allowed to enter the building at this time. Additional information should be provided during the next Landfill meeting.

Elizabethton/Carter County Animal Shelter

Board member Sonja Culler reported shelter donation concerns. However, no recommendations were presented.

Law Enforcement Committee – Jerry Proffitt – Chairman

Motion was made by Jerry Proffitt, seconded by Mike Hill, to **cease any further actions concerning the ankle monitoring due to the cost to the county. (Item #25)**

Roll Call Vote as follows (Item #25):

25. Vote Results for: Item No. 25
Time of Vote: 9:22:19 AM
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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y

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

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

Nominating Committee – Patty Woodby – Chairwoman

Chairwoman Woodby, noted the minutes reflected actions taken by the committee. It was also announced that two (2) Commissioners, along with two (2) City Counsel members, would be appointed to the Joint Economic & Community Development Board in September.

Commissioners are to submit applications for this position to the nominating committee.

Rules and By-Laws – Randall Jenkins – Chairman

Chairman Jenkins stated the minutes reflected actions taken by the committee

Beer Board – Mike Hill – Chairman

The Beer Board will meet September 5th at 6:00 PM to consider an application from Mountain Harbour B&B, LLC.

Other Committees

The minutes reflected actions taken and no recommendations were presented.

County Attorney Report – Joshua Hardin August 2019 report entered into the minutes on page 54.

Motion was made by Mark Blevins, seconded by Nancy Brown, **for what money appropriated to Planning Director Chris Schuettler, \$14,466.67, be returned back to the county because funding wasn't approved by the Full Commission. (Item #26)**

Chairman Lyons read a letter dated July 12, 2019 addressed to Carter County Finance, Attention Brad Burke. Subject: Bonus for exceptional work done for Carter County Planning and Zoning for Fiscal Year 2018-2019. (See Page 55)

Following discussion, Chairman Lyons requested that Commissioner Blevins restate and clarify the motion.

Commissioner Blevins restated, "that if the money was taken wrongly, and didn't go through the proper channels, my motion is that Mr. Schuettler give the money back to Carter County." Motion was also confirmed by Nancy Brown. (Item #26)

Roll Call Vote as follows (Item #26):

26. Vote Results for: Item No. 26

Time of Vote: 9:45:05 AM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y
Mark Blevins voted: Y
Robert Acuff voted: N
Nancy Brown voted: Y
Mike Hill voted: N
Patty Woodby voted: Y
Bradley Johnson voted: N
Ronnie Trivett was Absent
Charles Von Cannon voted: N

Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: N
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: N
Robin McKamey voted: N
Kelly Collins voted: N
David Miller voted: Y

Passed (13 Y - 8 N - 0 A - 3 Absent)
Number of Abstain Votes: 0

Commissioner Comments

Randall Jenkins, suggested that Unclaimed Funds be used for the salary study of county employees.

Bradley Johnson, spoke concerning the salary study of county employees.

Motion was made by Randall Jenkins, seconded by Travis Hill, **to have Financial Management start interviewing applicants to do the salary study. (Item #27)**

Roll Call Vote as follows (Item #27):

27. Vote Results for: Item No. 27

Time of Vote: 9:47:20 AM

Type of Vote: MAJORITY NEEDED TO PASS

DRAFT

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 was Absent
Charles Von Cannon voted: Y
Isaiah Grindstaff was Absent
Jerry Proffitt voted: Y
Austin Jaynes was Absent
Ross Garland voted: Y
Layla Ward voted: Y
Ginger Holdren voted: Y
Randall Jenkins voted: Y
Gary Bailey voted: Y
Travis Hill voted: Y
Sonja Culler voted: Y
Ray Lyons voted: Y
Aaron Frazier voted: Y
Robin McKamey voted: Y
Kelly Collins voted: Y
David Miller voted: Y

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

Randall Jenkins also spoke suggesting the Budget Committee look at using some of the Unclaimed Funds towards the completion of the property around the lake (the sub-station.) project.

Motion was made by Sonja Culler, seconded by Robert Acuff, to reconsider the last vote on the **Planning Commission Item #26 (made by Mark Blevins)**. Sonja Culler noted she was on the prevailing side. (Item #28)

Roll Call Vote as follows (Item #28)

28. Vote Results for: Item No. 28

Time of Vote: 9:59:02 AM

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: N

Ronnie Trivett was Absent

Charles Von Cannon voted: Y

Isaiah Grindstaff was Absent

Jerry Proffitt voted: Y

Austin Jaynes was Absent

Ross Garland voted: N

Layla Ward voted: N

Ginger Holdren voted: Y

Randall Jenkins voted: Y

Gary Bailey voted: N

Travis Hill voted: N

Sonja Culler voted: Y (*See request below)

Ray Lyons voted: Y

Aaron Frazier voted: Y

Robin McKamey voted: Y

Kelly Collins voted: Y

David Miller voted: Y

Passed (12 Y - 9 N - 0 A - 3 Absent)

** Clerks Note: Motion Failed to receive 13Y votes

Number of Abstain Votes: 0

*Commissioner Sonja Culler requested that she go on record that she made a mistake on the first vote being Item #26, thinking she hit "NO," and she wanted to vote NO on that item. Entered into the Minutes August 19, 2019.

Commissioner Robert Acuff spoke concerning Isaiah117 House luncheon and meeting on August 27th.

Commissioner Culler questioned if changing her vote on Item #26 to being a NO vote would change that outcome therefore, making the vote fail. County Attorney Joshua Hardin noted once the vote is revealed, according to rules, the outcome cannot be changed.

Matter of Record Requested by Sonja Culler. Commissioner Sonja Culler a vote of NO on the Item #26 was desired.

Commissioner Aaron Frazier spoke concerning the Animal Shelter funding and animal control.

Commissioner Robin McKamey spoke concerning the need for Animal Ordinances.

Commissioner Nancy Brown spoke concerning people in a tent in the Hampton area. She stated she had received complaints about this being offensive.

Sheriff Lunceford responded that no violation of state law had been made. He also encouraged that State Representatives be contacted concerning state laws.

Commissioner Sonja Culler spoke confirming the animal shelter was not asking for money, but for someone to oversee a county building.

Commissioner Aaron Frazier spoke concerning people making comments during committee meetings which are not committee members. It was encouraged that committee chairs keep this to a minimum.

Commissioner Patty Woodby also stressed that committee chairs discourage distracting comments from non-committee members made during committee meetings.

Commissioner Ginger Holdren spoke noting that everyone needs to be very careful when conducting business.

Motion to adjourn was made by Aaron Frazier seconded by David Miller. By majority voice vote, motion carried.

Meeting Ended at: 9:59:13 PM

DRAFT

AGENDA
Board of County Commissioners
Carter County, Tennessee
REGULAR SESSION
Monday, August 19, 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 Meeting Minutes from July meeting
9. Approval of Notaries & Bonds
10. Mayoral Proclamation - **Mayor Rusty Barnett**
1960 State Champion Hampton High School Basketball Team
11. Public Comments- 5 minutes per person
12. Presentation by Rhonda Chafin –Second Harvest Food Bank Executive Director
13. Consideration of Cooperation Agreement for Emergency Communications (911)
14. Consideration of Elevator Service Agreement with United Elevator Services
15. Consideration of \$25,000 Dog Park Dash Grant from Boyd Foundation
16. Mayoral Report – **Mayor Rusty Barnett**
17. Committee Reports
18. County Attorney Report
19. Commissioner Comments
20. Adjourn

Standing Committees:

- Budget-Garland
- Building & Grounds-Ward
- Education-McKamey
- Financial Management- Johnson
- Health & Welfare-Acuff
- Highway-VonCannon
- Landfill-Culler
- Law Enforcement-Proffitt
- Nominating-Woodby
- Rules & Bylaws-Jenkins

Boards/Commissions:

- Agriculture-Garland
- Animal Shelter- Acuff,Collins&Culler
- Beer Board – M. Hill
- Board of Health-McKamey
- Carter County Tomorrow- Culler&Woodby
- Civil Service Board-Sheriff Lunceford
- Equalization Board-Ronnie Taylor
- Library Liaison-T. Hill
- Industrial Development Board
- Parks & Recreation-Jenkins
- Planning Commission- Schuettler
- Records Commission-Woodby

Mayoral Proclamation

Honoring the Hampton High School 1959-60 Basketball Team on their State Championship and Accomplishments

WHEREAS In 1960 there were no divisions in high school basketball as there are now, making it a difficult task for a small school like Hampton High to capture a state title as they were forced to compete against much larger schools throughout the regular season and in the playoffs,

WHEREAS Throughout the course of their historic run, the 1959-1960 Hampton Bulldogs were dubbed the "Little Men of the Mountains" by the press since they hailed from a small school in the mountains of East Tennessee and their tallest player was only slightly over six feet tall,

WHEREAS The Bulldogs were given little chance at success in the state tournament that year by the sports media who boldly, and incorrectly, predicted it would be Murfreesboro versus Union City in the state finals.

WHEREAS The Hampton Bulldogs shocked the experts by defeating the previously unbeaten Murfreesboro Central and Union City teams to capture the state title,

WHEREAS The 1959-1960 Hampton Bulldogs basketball team brought honor and recognition to our community through their determination and sportsmanship,

WHEREAS The team members served as role models both on and off the court and still serve as an inspiration to generations of Carter County youth that hard work, determination, and a winning spirit can bring success

WHEREAS The team was comprised of Willie Malone, Wes Forbes, Carl Roberson, Glen "Cotton" Nave, Arnold Hughes, Jerry White, Bobby Stout, Larry Montgomery, Ray Greene, Richard Hyder, Glen Hayes, Wayne Ellis, Jimmy Jones, and Edwin Holtsclaw and the team was led in this historic season by the legendary Coach Buck Van Huss,

THEREFORE, BE IT RESOLVED that I, Russell Barnett, Mayor of Carter County, do hereby proclaim today, August 19, 2019, a day of honor for the 1959-1960 State Champion Hampton Bulldogs Basketball Team.

Russell Barnett
Carter County Mayor

DRAFT

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

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

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

THIRTEEN THOUSAND SIX HUNDRED SIXTY THREE DOLLARS AND ZERO CENTS (\$213,663.00), for the fiscal year 2019-2020. This sum shall be paid quarterly in the amount of **FIFTY THREE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS and SEVENTY FIVE CENTS (\$53,415.75)**, with said payments being due and payable on or before the last business day of each quarter (September 30, December 31, March 31, and June 30). Said fee is based upon the direct operating expense of CARTER COUNTY 911 and then prorated to CARTER COUNTY's portion, or call volume.

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

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

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

terminate direct dispatch services to CARTER COUNTY is passed by a majority vote of the Board of Directors of CARTER COUNTY 911. Non-payment of the quarterly installment shall be considered a material breach of the terms and provisions of this agreement.

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

The term of this agreement shall extend for a period of one year, beginning on the 1st day of July, 2019, and terminating on the 30th day of June, 2020. The contract shall terminate at the expiration of the term set forth herein if the terms of the agreement are not renegotiated and/or renewed prior to the expiration of said term; however the contract shall continue in full force and effect beyond the expiration of the term upon the then existing terms during any period in which the parties are engaged in good faith negotiations for the renewal of the contract.

It is agreed by the parties that should either party elect to terminate this contract during an existing term for any reason, other than a material breach of the terms of the

agreement as detailed above, a mandatory notice period of ONE HUNDRED and TWENTY (120) DAYS is required, in writing, delivered to the business addresses of each party stated and contained herein. Notice shall be considered effective by hand delivery or by mailing same, via the United States Postal Service, first class mail. Each party shall keep the other informed of any change in its mailing or physical address. During the termination notice period the obligations of CARTER COUNTY 911 to perform the 911 related services detailed herein and the obligation of CARTER COUNTY to provide payment in full consistent with the provisions set forth hereinabove shall continue in full force and effect.

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

In the event an interruption of service occurs that is directly related to the negligence of CARTER COUNTY 911, its agents, employees, representatives or assigns, which results in an inability to provide said services to CARTER COUNTY, and said interruption continues for a period of 12 hours, or longer, CARTER COUNTY shall be

entitled to a pro-rata reduction for their payment of services for the following month. CARTER COUNTY agrees that any damages they may suffer due to an interruption in services related directly to the negligence of CARTER COUNTY 911, its agents, employees, representatives or assigns, shall be limited to their actual damages suffered, and they specifically waive the right to punitive damages, attorneys fees, discretionary costs or other expenses associated with any such claim or demand.

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

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

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

This agreement may not be amended or modified by oral agreement. No amendment or modification is effective unless made in writing and executed by both

parties. This agreement is the final expression of the terms of the parties for the purposes set forth hereinabove.

THIS the _____ Day of _____, 2019.

**RUSSELL BARNETT, MAYOR,
CARTER COUNTY, TENNESSEE**

**TERRY DALE BLEVINS,
DIRECTOR,
CARTER COUNTY
EMERGENCY
COMMUNICATIONS DISTRICT**

MARY GOUGE, COUNTY CLERK

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



Post Office Box 1301, Knoxville, TN 37901 865.573.0731 / 800.338.0064

FULL MAINTENANCE SERVICE AGREEMENT

TO: Carter County Finance ("Customer")
801 E Elk Avenue
Elizabethton, TN 37643

REF: Carter County Courthouse
Carter County Detention Center
Workforce Development Complex
Carter County Sheriff's Office

Date: July 10, 2019

The undersigned, UNITED ELEVATOR SERVICES, LLC ("UES"), pursuant to the TERMS AND CONDITIONS of this Full Maintenance Service Agreement ("Agreement") does hereby agree to furnish to the Customer the services described herein, beginning on the Commencement Date shown, at the above referenced building address for the equipment listed on Schedule 1 below ("Equipment"),

SCHEDULE 1

Equipment

Five (5) Hydraulic Passenger Elevators

Agreed and Accepted By on this the _____ day of _____, 20____:

DRAFT

Accepted by Owner/Agent

Approved for United Elevator Services, LLC

Signed _____

Signed _____

Print _____

Print P. David Vickers

Title _____

Title Chief Manager

Date _____

Date _____

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal.



START AND TERMINATION

This service shall begin on the commencement date and shall continue thereafter for a period of **Three (3) years**.

Should the property where the Equipment is located be sold or use of this property be changed, resulting in a different environment for the Equipment covered by this Agreement, **UES** has the sole right to cancel this Agreement after giving at least thirty (30) days written notice of its intent to do so or propose adjusted pricing accordingly upon which the parties hereto may agree to prevent cancellation of the Agreement.

Commencement Date: October 1, 2019

DRAFT

INSPECTIONS (See Schedule 4 for frequency)

Service shall consist of examinations and lubrication including oiling and/or cleaning of each machine, motor, valve, pump and controller; oiling and/or greasing bearings and guides; and making necessary minor adjustments at the time of regular examination. The examinations include examination of signal devices, enclosures, door operation and interlocks. **UES** will furnish all lubricants. Cleaning of pits and car tops is included.

MINOR PARTS

In addition to all the services and materials specified above, **UES** will further furnish all controller contacts, limit switch contacts, interlock contacts, contact insulators, contact springs, and signal fixture lamps as necessary. **UES** will relamp signal fixtures only on a regularly scheduled visit.

MAJOR PARTS

UES will regularly and systematically examine, adjust, lubricate as required, and if, in our judgment, conditions warrant, repair or replace Machine, Motor, Brakes, Generator, Pump, Valve, Hydraulic Packing, Microprocessors, Controllers, Electronic Boards, Door Operator, Reversing Edge, Guide Shoes/Rollers, Hoist and Conductor Cables.

EMERGENCY REPAIRS (See Schedule 5 for exception)

This callback service will be made upon request if trouble should develop or difficulties arise between **UES's** regular examinations. All work covered under this Agreement is to be performed during normal business hours, Monday through Friday, 8:00 am to 4:30 pm. 24/7 monitoring of your emergency phone is included at no additional charge.

Overtime examinations, repairs or emergency minor adjustment call-back services are not included in this Agreement. For Customer requested callbacks outside of regular working hours, **UES** will absorb the worked hours at straight time rates and you will be charged for the overtime premium portion only, including for travel for work covered under this contract. For all callback services provided by **UES** which are outside the scope of this agreement (examples being repairs caused by vandalism, mis-use, weather or building power issues) either during normal working hours or overtime hours, the customer will be billed at the applicable standard billing rate.

If the Equipment is malfunctioning or is in a dangerous condition, Customer agrees to notify **UES** as soon as possible by phone. Until the problem is corrected, Customer agrees to remove the malfunctioning unit from service and take all necessary precautions to prevent access or use.

UES personnel shall respond to Customer's facility within two (2) hours of receiving an emergency repair call from Customer.

SAFETY TESTS

UES will perform the annual pressure release test required by the State on hydraulic elevators. **UES** will provide the annual no load safety test and the 5 year full load safety test on traction elevators. **UES** assumes no responsibility for any damage to the elevator or building pursuant to these tests.

If Customer's system requires a safety test at the commencement date of this Agreement and Customer's system fails the safety test, it is Customer's responsibility to make any repairs necessary to the Equipment in order for the elevator to pass this safety test and/or to be put in acceptable condition for coverage under the terms of this Agreement.



DRAFT

Customer assumes responsibility for the cost of correcting all elevator code violations existing prior to and on the date of this Agreement.

PERFORMANCE

UES will use trained personnel to maintain the original performance and contract speed where applicable.

FIREFIGHTERS' SERVICE TEST

If the Equipment has firefighter's service, UES will perform the test twice a year and log those tests in the machine room as required by Tennessee Code. Customer assumes responsibility for performing and keeping a record of any additional Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

TWO WAY COMMUNICATIONS TEST

Customer assumes responsibility for performing and keeping a record of monthly tests of the elevator two-way communication device (telephone, intercom etc...). A checklist will be provided in the elevator machine room that shows that device in each elevator was tested, what, if any deficiencies and that those deficiencies were corrected.

OBSOLESCENCE

During the term of this agreement, a component may be found to be obsolete and will no longer be covered by this agreement. Should an obsolete component need replacement, UES will provide the Customer with a separate quotation for the price of the component(s). If modifications are required to accommodate the replacement of obsolete components then those modifications will also be billable at the Customer's expense.

Components are defined without limitations as any software, software module, firmware, part, assembly or product. Obsolete components are those that are designated obsolete by the OEM or due to lack of conformance to codes or standards that mandate the use a component be discontinued for safety. Components that are available from a third-party manufacturer that are economically suitable within accepted industry standards will not be considered obsolete. There will be no exceptions to the above due to the fact a part could be custom made or found for a price outside industry standards. UES will not be required to provide used or re-conditioned components. Components that are provided to replace an obsolete component will be covered under this agreement.

GENERAL CONDITIONS

The following items of elevator equipment are not covered under this Agreement: Pistons, piston cylinders, outer casing and other underground pipe and connections; refinishing, repairing or replacement of car enclosure, cab flooring, hoistway entrance frames, hoistway door panels and sills, power switches and feeders to controllers, heat and smoke sensing devices, cab light fixtures and fluorescent tubes, two-way communication devices, exhaust fans, steel guide rail replacement or realignment.

For existing installations Customer agrees to provide UES with current wiring diagrams that reflect all changes to the Equipment, parts catalogs, and maintenance instructions for the Equipment covered by this Agreement. Customer agrees to authorize UES to make a copy of these documents for backup purposes. Customer also agrees to authorize UES to produce a single copy of any programmable chip or device used in the Equipment for the purpose of archival back-up of the software embodied therein. These items will remain Customer's property.

UES shall not be obligated to make other safety tests, equipment adjustments, or install new attachments or upgrades whether or not recommended or directed by insurance companies or by federal, State, municipal, ASME codes, or other authorities. UES shall not be obliged to make equipment adjustments to achieve Code required new or retroactive code changes. Should such repairs, upgrades, tests or modernizations be required, UES will provided the Customer with a detailed proposal of such changes with pricing for the Customer's acceptance and approval. UES is not responsible for renewals or repairs necessitated by fluctuations in building AC power systems, fire and security alarms, extreme variations in the machine room temperature or tampering with the elevator equipment by unauthorized personnel.



INDEMNIFICATION AND LIMITATION OF LIABILITY

In consideration of **UES** performing the services herein specified, Customer expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit **UES**, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against **UES**, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Customer or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Agreement, or the associated areas surrounding such equipment. Customer's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the sole or comparative negligence of **UES** and/or its employees. Customer recognizes that Customer's obligation to **UES** under this clause includes payment of all fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

In consideration of the performance of the services and the furnishing of the materials as specified above at the price stated, Customer acknowledges and agrees that **UES** assumes no liability on the account of accidents to persons or damage to persons or property except to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the sole or comparative negligence of **UES** and/or its employees; and that Customer's own responsibility for damage to persons or property while riding on or being in or about the elevators referred to in this Agreement is in no way mitigated or abated.

Customer hereby acknowledges that **UES** is not required to make renewals or repairs necessitated by reason of Customer or any third party's negligence or misuse of the Equipment or by reason of any other cause beyond **UES's** control except ordinary wear and tear of the Equipment. **UES** shall not be required to install new attachments on the elevators as recommended or directed by insurance companies, by governmental authorities, by parts obsolescence, or to make any replacements mentioned herein with parts of a different design. It is further agreed that Customer, as the purchaser, will not permit others to make alterations, adjustments, repairs, or replacements to the Equipment. The cost to replace obsolete parts, or other items beyond **UES's** control, shall be at the Customer's expense.

PRICING

Pricing terms for this Agreement are set forth on Schedule 2 attached hereto.

Charges from third parties or owners to process invoices, paper work, etc. are not part of this Agreement and will be passed on and payable by the Customer as additional costs.

The Agreement price shall be increased or decreased by the percentage of increase or decrease in the straight time hourly labor cost in the month of the anniversary of the commencement of the service. **UES** reserves the right to make additional adjustments at that time to the price of its service under this Agreement and/or enact surcharges as needed for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate.

Payment in full is due by the 10th of the month following Billing Date and shall be considered in arrears after that date. At any time monthly payments are not timely paid, **UES** reserves the right to withhold further service and void the between examination call-back and parts included clauses of this Agreement until such monthly payments are brought current.

Customer agrees to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, court costs, attorney's fees, or collection costs) incurred by us to collect overdue amounts.

Failure to pay any sum due to **UES** by Customer related to the equipment described in this Agreement within sixty (60) days will be a material breach. **UES** may at its option choose one of the following: 1) Suspend all service until all amounts due have been paid in full. 2) Declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate this Agreement. If **UES** suspends for non-payment, **UES** shall not be responsible for personal injury, death, damage to property, (including elevator equipment) or losses of any other type



or kind that is in any way related to the elevator during suspension of service. Upon resumption of service, Customer will be responsible for payment to **UES** for all costs, if any, incurred by **UES** that result from the suspension of service.

Failure of **UES** to properly maintain the elevators covered by this Agreement pursuant to acceptable industry standards shall be a material breach of this Agreement. If an unresolved maintenance issue is identified by Customer it shall provide notice to **UES** and a reasonable opportunity to cure not to exceed ten (10) days after notification. Should the maintenance issue not be properly resolved pursuant to acceptable industry standards within said time the Customer may immediately terminate this Agreement without penalty or further obligation to **UES**. If good faith attempts are being made to resolve the maintenance issue during the ten day period and issues beyond the control of **UES** prevent the timely repair, the parties may reasonably extend the cure period.

CUSTOMER REPLACEMENT OBLIGATIONS

The items listed on **Schedule 3** show considerable wear and will have to be replaced in the near future. To provide Customer with the maximum of service from these items, **UES** is accepting them in their present condition with the understanding that Customer is to pay in addition to the base amount of this Agreement, the additional cost to replace such items at the time the items listed are first replaced. The charge for this replacement will be determined by prorating the total cost of replacing the individual items. Customer is to pay for that portion of the life of the items used from the date of installation to the date of this Agreement and **UES** is to pay for that portion used since the date of this Agreement.

MISCELLANEOUS

No other changes in or additions to this Agreement shall be recognized unless made in writing and signed by both parties hereto. This Agreement is not binding upon **UES** until signed by Chief Manager and not binding upon Customer unless signed by the Carter County Mayor following authorization by the Carter County Legislative Body.

Other than specifically mentioned herein, no work, service or liability on the part of **UES** is included or intended. It is further agreed that we do not assume possession or management of any part of the Equipment but such remains exclusively the Customer's as owner (or lessee).

UES shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall **UES** be liable for any consequential, special, or indirect damages. **UES** shall automatically receive an extension of time commensurate with any delay regarding the aforementioned and Customer expressly agrees to release and discharge **UES** from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In no event shall **UES's** liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement, except to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the sole or comparative negligence of **UES** and/or its employees

Customer agrees that this Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. Customer consents to jurisdiction of the Circuit or Chancery Court of Carter County, Tennessee and/or the appropriate Federal Court as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

UES's rights under this Agreement shall be cumulative and its failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by **UES** in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Customer's acceptance of this Agreement and its approval by an authorized manager of **UES** will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or



agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both parties. Should Customer's acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire Agreement as contemplated by Customer and **UES**.

Respectfully submitted by:

Lee Woodby

Tri Cities, Service Sales



SCHEDULE 2

Pricing Terms

Cost of agreement -- Payable annually in advance, @ a rate of Six Hundred Ninety and 00/100 Dollars (**\$690.00**) per month **\$8,280.00** per year.

SCHEDULE 3

Non applicable

SCHEDULE 4

The units located at Carter County Sheriffs Office and Workforce Development Complex will receive quarterly maintenance visits.
The units located at Carter County Detention Center and Carter County Courthouse will receive monthly maintenance visits.

SCHEDULE 5

THE TWO (2) ELEVATORS LOCATED AT CARTER COUNTY DETENTION CENTER 900 E THIRD AVE, ELIZABETHTON TN 37643.

Twenty-four hour callback service will be made upon request if trouble should develop or difficulties arise between UES's regular examinations. Regular examinations and service covered under this Agreement are to be performed during normal business hours, Monday through Friday, 8:00 am to 4:30 pm. 24/7 monitoring of your emergency phone is included at no additional charge.

Overtime repairs or emergency minor adjustment call-back services are included in this Agreement. ***If the elevator is running on arrival on overtime/holiday/weekend callbacks, those callbacks will be billable.*** For all callback services provided by UES which are outside the scope of this agreement (examples being repairs caused by vandalism, mis-use, weather or building power issues) either during normal working hours or overtime hours, the customer will be billed at the applicable standard billing rate.

UES personnel shall respond to Customer's facility within two (2) hours of receiving an emergency repair call from Customer.

**THE BOYD FOUNDATION DOG PARK DASH GRANT PROGRAM
AND GRAND PRIZE CONTEST AGREEMENT**

SPONSOR: THE BOYD FOUNDATION

COMMUNITY: Carter County Parks & Recreation Board
 [Address]: 801 E. Elk Avenue Suite 201
Elizabethton, TN 37643
 [Contact Person]: Ken Gough
 [Telephone]: 423-571-1970
 [E-Mail]: kdg@accmachprod.com

The Community is a (check the box that applies):

a county, city, municipality or other local governmental unit, legally organized, constituted and existing under Tennessee law (each, a "Local Government"); or

a Tennessee non-profit, public benefit organization legally organized and existing under Tennessee law which has received tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and which manages or operates park facilities in the State of Tennessee on behalf of a Local Government or which owns, manages and/or operates park facilities in the State of Tennessee which are open to the general public at no charge (each, an "Eligible Non-profit Organization"). The Community specifically certifies to the Sponsor that the Community's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, remains in full force and effect and has not been terminated, released or revoked.

If the Community is an Eligible Non-profit Organization, the Community must submit copies of the Community's corporate charter or other organization documents, their IRS determination letter and such other documentation that the Sponsor may reasonably request to confirm that the Community is in existence and in good standing under Tennessee law and has tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

GRANT AMOUNT: \$25,000.00 USD

AGREEMENT: Subject to the terms and conditions set forth herein and in the Terms and Conditions attached hereto and incorporated herein by reference, Sponsor agrees to award the Grant to the Community, and the Community agrees to accept the Grant and be bound by this Agreement and The Boyd Foundation Dog Park Dash Grant Program and Grand Prize Contest Official Rules (the "Official Rules"). The Community acknowledges that it may be required to provide additional documents and information to receive the Grant.

THE BOYD FOUNDATION:	COMMUNITY:
By: _____	By: <u>Rusty Barnett</u>
Title: _____	Title: <u>Carter County Mayor</u>
Date: _____	Date: <u>8-29-19</u>

THE BOYD FOUNDATION DOG PARK DASH GRANT PROGRAM AND GRAND PRIZE CONTEST AGREEMENT TERMS AND CONDITIONS:

1. **Representations and Warranties.** To induce the Sponsor to make the Grant, the Community hereby represents, warrants and certifies to the Sponsor as follows: (a) the Community has read, complied with, and will continue to comply with the Official Rules, and any other requirements imposed by law with respect to the Program and/or the Contest; (b) the Community is a duly organized, valid, legally existing Local Government or Eligible Non-profit Organization, as applicable, and in good standing in the State of Tennessee; (c) the execution and delivery by the Community of this Agreement and the performance by the Community of its obligations hereunder have been duly authorized by any and all necessary corporate or governmental action; and (d) the Community has full right, power, legal capacity and authority, to enter into and perform its obligations under this Agreement in accordance with its terms, and this Agreement constitutes the valid and legally binding obligation of the Community, enforceable in accordance with its terms.

2. **Advertising and Promotion.** The Community grants the Sponsor and each of its respective affiliates, representatives, agents and advertising/promotion agencies (collectively, the "Sponsor Affiliates") the right and permission to use the Community's name and all items and information submitted by a Community to the Sponsor in connection with Program and/or the Contest, such as but not limited to links to media support, photographs, videos, and documentation of charitable donations, for advertising and promotion of the Program and/or the Contest and for any other lawful purpose in any media or format now or hereafter known without further compensation, permission or notification. The Community releases the Sponsor and the Sponsor Affiliates from any and all claims that any advertising or promotional materials produced, presented, and/or prepared by or on behalf of the Sponsor or the Sponsor Affiliates infringes upon the Community's rights with regard to its name or any submitted materials or information. The Community agrees that its name may be announced publicly in connection with the award of the Grant.

3. **Limitation of Liability.** The Sponsor, the Sponsor Affiliates and their respective trustees, officers, directors, employees, representatives, agents and affiliates, expressly disclaim, shall have no liability and shall be held harmless from and against any liability, loss, injury or death to the Community, including without limitation damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the Grant, the Community's participation or attempt to participate in the Program and/or the Contest or ability or inability to upload or download any information in connection with participating in the Program and/or the Contest, any fraud, viruses or other events that compromise the integrity of the Program and/or the Contest or any claims related to the ownership, construction, maintenance or use of the dog park. The Community further acknowledges that neither the Sponsor, the Sponsor's Affiliates nor any of their respective trustees, officers, directors, employees, representatives and agents, has made or is in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any right or Grant, other than the dollar amount of the Grant. To the extent permitted by law, the Community agrees to indemnify, release and hold the Sponsor and the Sponsor's Affiliates, including but not limited to Facebook, and all of their respective trustees, officers, directors, employees, representatives, agents and affiliates, harmless from any and all claims, damages, expenses, costs (including attorney's fees) and liabilities (including settlements) due to or arising out of or in any way related to their participation in the Program or the Contest, their acceptance or use of the Grant and from any claims related to the ownership, construction, maintenance or use of the dog park.

4. **Miscellaneous.** The parties agree that nothing contained herein shall be construed as creating a joint venture, partnership or any other type of relationship between the parties and neither party shall have the right to act on behalf of or otherwise bind the other party. This Agreement will be binding upon the parties hereto, their successors and permitted assigns. Neither party may assign its rights under this Agreement without the prior written consent of the other party. This Agreement shall be governed by and interpreted under the laws of the State of Tennessee, without regard to its conflict of laws principles. Exclusive jurisdiction and venue for any action arising out of or relating to this Agreement shall be in the state or federal courts of record located in Knox County, Tennessee. The Community agrees to submit to the exclusive jurisdiction and venue of such courts for all purposes in connection with this Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties hereto unless set forth in writing and signed by the parties, or their respective successors or assigns. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Official Rules.

Carter County
General Purpose School Fund #141
Fiscal Year Ending June 30, 2020
Budget Amendment #1
August 19, 2019

Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
1	72250	307		Communication (BNA)	20,800.00	0.00	Increase
	72320	307		Communication	0.00	20,800.00	Decrease
<i>To reallocate funds between Technology and Director of Schools categories for internet phone service</i>							
2	72250	105		Supervisor/Director	3,000.00	0.00	Increase
	72620	105		Supervisor/Director	3,000.00	0.00	Increase
	72710	105		Supervisor/Director	3,000.00	0.00	Increase
	39000			Unassigned Fund Balance	0.00	9,000.00	Decrease
<i>To allocate unassigned fund-balance for salary increases for the following supervisors: Technology, Maintenance, and Bus Garage.</i>							
3	71200	336		Maintenance and Repair - Equipment	0.00	2,000.00	Decrease
	71200	351		Rentals	2,000.00	0.00	Increase
	72220	336		Maintenance and Repair - Equipment	0.00	4,000.00	Decrease
	72220	351		Rentals	4,000.00	0.00	Increase
	72220	435		Office Supplies	1,000.00	0.00	Increase
	72220	499		Other Supplies and Materials	0.00	1,000.00	Decrease
	<i>To reallocate funds within the Special Education classroom and non-classroom budgets.</i>						
4	71300	429		Instructional Supplies and Materials	0.00	8,163.00	Decrease
	72130	435		Office Supplies	3,900.00	0.00	Increase
	72130	471		Software	4,863.00	0.00	Increase
<i>To reallocate Vocational Education funds between classroom and non-classroom budgets</i>							
5	48610		957	Contributions	0.00	4,000.00	Increase
	73300	499	957	Other Supplies and Materials	4,000.00	0.00	Increase
<i>To allocate donation for Kinder Camp</i>							
6	71100	719		Office Equipment	4,500.00	0.00	Increase
	39000			Unassigned Fund Balance	0.00	4,500.00	Decrease
<i>To allocate fund balance to purchase scanner/fax machines for all schools</i>							
7	72210	189		Other Salaries and Wages	4,311.80	0.00	Increase
	72210	201		Social Security	267.33	0.00	Increase
	72210	204		Pensions	458.35	0.00	Increase
	72210	212		Employer Medicare	62.52	0.00	Increase
	46590			Other State Education Funds	0.00	5,100.00	Increase
<i>To allocate Portfolio funds received from the state</i>							
8	72310	531	04001	Access Fees	8,500.00	0.00	Increase
	39000			Unassigned Fund Balance	0.00	8,500.00	Decrease
<i>To allocate unassigned fund balance for annual cost of the BOE website</i>							

9	72250	336		Maintenance & Repair - Equipment	0.00	1,200.00	Decrease
	72250	451		Uniforms	1,200.00	0.00	Increase
<i>To reallocate funds within the Technology budget.</i>							
10	73400	116		Teachers	0.00	3,500.00	Decrease
	73400	195		Certified Substitute Teachers	1,000.00	0.00	Increase
	73400	207		Medical Insurance	0.00	3,000.00	Decrease
	73400	307		Communication	100.00	0.00	Increase
	73400	355		Travel	400.00	0.00	Increase
	73400	429		Instructional Supplies and Materials	3,500.00	0.00	Increase
	73400	524		In-Service/Staff Development	700.00	0.00	Increase
	73400	599		Other Charges	800.00	0.00	Increase
	<i>To reallocate funds within the Voluntary Preschool category</i>						
11	72210	334		Maintenance Agreements	0.00	2,490.00	Decrease
	72210	351		Rentals	4,989.76	0.00	Increase
	72210	599		Other Charges	0.00	2,449.76	Decrease
<i>To reallocate funds within Regular Instruction Program (non-classroom) category.</i>							
Total					79,702.76	79,702.76	

Carter County							
School Federal Projects Fund #142							
Fiscal Year Ending June 30, 2020							
Original Budgets							
August 19, 2019							
Item #	Category	Line Item	Project #	Description	\$ Amount		Increase/Decrease
1	71100	116	101	Teachers	719,090.00	0.00	Increase
	71100	163	101	Educational Assistants	305,000.00	0.00	Increase
	71100	189	101	Other Salaries and Wages	115,000.00	0.00	Increase
	71100	195	101	Certified Substitute Teachers	1,200.00	0.00	Increase
	71100	198	101	Non-certified Substitute Teachers	1,600.00	0.00	Increase
	71100	201	101	Social Security	74,000.00	0.00	Increase
	71100	204	101	Pensions	105,000.00	0.00	Increase
	71100	206	101	Life Insurance	2,000.00	0.00	Increase
	71100	207	101	Medical Insurance	150,000.00	0.00	Increase
	71100	208	101	Dental Insurance	6,500.00	0.00	Increase
	71100	210	101	Unemployment Compensation	4,000.00	0.00	Increase
	71100	212	101	Employer Medicare	19,500.00	0.00	Increase
	71100	429	101	Instructional Supplies and Materials	15,000.00	0.00	Increase
	71100	722	101	Regular Instruction Equipment	16,900.00	0.00	Increase
	72130	130	101	Social Workers	40,000.00	0.00	Increase
	72130	201	101	Social Security	2,800.00	0.00	Increase
	72130	204	101	Pensions	4,600.00	0.00	Increase
	72130	206	101	Life Insurance	50.00	0.00	Increase
	72130	207	101	Medical Insurance	6,000.00	0.00	Increase
	72130	208	101	Dental Insurance	375.00	0.00	Increase
	72130	210	101	Unemployment Compensation	40.00	0.00	Increase
	72130	212	101	Employer Medicare	800.00	0.00	Increase
	72130	307	101	Communication	1,700.00	0.00	Increase
	72130	322	101	Evaluation and Testing	120,000.00	0.00	Increase
	72130	355	101	Travel	1,800.00	0.00	Increase
	72130	499	101	Other Supplies and Materials	36,500.00	0.00	Increase
	72130	599	101	Other Charges	14,800.00	0.00	Increase
	72210	105	101	Supervisor/Director	60,000.00	0.00	Increase
	72210	161	101	Secretary (ies)	23,000.00	0.00	Increase
	72210	189	101	Other Salaries and Wages	59,000.00	0.00	Increase
	72210	196	101	In-Service Training	4,000.00	0.00	Increase
	72210	201	101	Social Security	10,250.00	0.00	Increase
	72210	204	101	Pensions	16,600.00	0.00	Increase
	72210	206	101	Life Insurance	800.00	0.00	Increase
	72210	207	101	Medical Insurance	16,000.00	0.00	Increase
	72210	208	101	Dental Insurance	1,800.00	0.00	Increase
	72210	210	101	Unemployment Compensation	1,500.00	0.00	Increase
	72210	212	101	Employer Medicare	2,560.00	0.00	Increase
	72210	307	101	Communication	2,000.00	0.00	Increase
	72210	330	101	Operating Lease Payments	5,000.00	0.00	Increase
	72210	355	101	Travel	4,200.00	0.00	Increase
	72210	499	101	Other Supplies and Materials	5,000.00	0.00	Increase
	72210	524	101	In-Service/Staff Development	15,302.00	0.00	Increase
	72210	790	101	Other Equipment	4,000.00	0.00	Increase
	72710	313	101	Contracts with Parents	2,000.00	0.00	Increase
	47141		101	Title I	0.00	1,997,267.00	Increase
To recognize initial budget for Title I-A							

2	47189		201	Eisenhower Professional Develop.	0.00	284,456.00	Increase
	71100	195	201	Certified Substitute Teachers	5,000.00	0.00	Increase
	71100	198	201	Non-certified Substitute Teachers	6,000.00	0.00	Increase
	71100	201	201	Social Security	700.00	0.00	Increase
	71100	212	201	Employer Medicare	200.00	0.00	Increase
	72130	322	201	Evaluation and Testing	2,000.00	0.00	Increase
	72210	189	201	Other Salaries and Wages	180,000.00	0.00	Increase
	72210	201	201	Social Security	12,400.00	0.00	Increase
	72210	204	201	Pensions	21,000.00	0.00	Increase
	72210	206	201	Life Insurance	150.00	0.00	Increase
	72210	207	201	Medical Insurance	24,000.00	0.00	Increase
	72210	208	201	Dental Insurance	1,200.00	0.00	Increase
	72210	210	201	Unemployment Compensation	1,000.00	0.00	Increase
	72210	212	201	Employer Medicare	4,000.00	0.00	Increase
	72210	355	201	Travel	4,000.00	0.00	Increase
	72210	499	201	Other Supplies and Materials	4,806.00	0.00	Increase
	72210	524	201	In-Service/Staff Development	18,000.00	0.00	Increase
<i>To recognize initial budget for Title II-A</i>							
3	47143		901	Special Education (IDEA Part-B)	0.00	1,384,802.00	Increase
	71200	116	901	Teachers	121,325.00	0.00	Increase
	71200	168	901	Educational Assistants	456,769.00	0.00	Increase
	71200	201	901	Social Security	57,169.00	0.00	Increase
	71200	204	901	Pensions	100,000.00	0.00	Increase
	71200	206	901	Life Insurance	1,300.00	0.00	Increase
	71200	207	901	Medical Insurance	326,100.00	0.00	Increase
	71200	208	901	Dental Insurance	12,330.00	0.00	Increase
	71200	210	901	Unemployment Compensation	5,000.00	0.00	Increase
	71200	212	901	Employer Medicare	10,000.00	0.00	Increase
	71200	429	901	Instructional Supplies and Materials	1,000.00	0.00	Increase
	71200	499	901	Other Supplies and Materials	50.00	0.00	Increase
	71200	725	901	Special Education Equipment	50.00	0.00	Increase
	72220	189	901	Other Salaries and Wages	191,688.00	0.00	Increase
	72220	201	901	Social Security	11,500.00	0.00	Increase
	72220	204	901	Pensions	18,340.00	0.00	Increase
	72220	206	901	Life Insurance	122.00	0.00	Increase
	72220	207	901	Medical Insurance	28,611.00	0.00	Increase
	72220	208	901	Dental Insurance	1,026.00	0.00	Increase
	72220	210	901	Unemployment Compensation	100.00	0.00	Increase
	72220	212	901	Employer Medicare	2,621.00	0.00	Increase
	72220	312	901	Contracts with Private Agencies	100.00	0.00	Increase
	72220	336	901	Maintenance & Repair - Equipment	50.00	0.00	Increase
	72220	355	901	Travel	50.00	0.00	Increase
	72220	499	901	Other Supplies and Materials	100.00	0.00	Increase
	72220	524	901	In-Service/Staff Development	100.00	0.00	Increase
	72220	599	901	Other Charges	100.00	0.00	Increase
	72710	146	901	Bus Drivers	11,700.00	0.00	Increase
	72710	189	901	Other Salaries and Wages	15,000.00	0.00	Increase
	72710	201	901	Social Security	1,700.00	0.00	Increase
	72710	204	901	Pensions	3,700.00	0.00	Increase
	72710	206	901	Life Insurance	101.00	0.00	Increase
	72710	207	901	Medical Insurance	6,100.00	0.00	Increase
	72710	208	901	Dental Insurance	500.00	0.00	Increase
	72710	210	901	Unemployment Compensation	50.00	0.00	Increase
	72710	212	901	Employer Medicare	350.00	0.00	Increase
<i>To recognize initial budget for Special Education (IDEA Part-B)</i>							

4	47131		801	Vocational Educ. - Grants to States	0.00	126,072.34	Increase
	71300	429	801	Instructional Supplies and Materials	3,500.00	0.00	Increase
	71300	730	801	Vocational Instruction Equipment	97,195.34	0.00	Increase
	72130	355	801	Travel	17,370.00	0.00	Increase
	72130	524	801	In-Service/Staff Development	6,854.00	0.00	Increase
	72230	355	801	Travel	153.00	0.00	Increase
	72230	524	801	In-Service/Staff Development	1,000.00	0.00	Increase
<i>To recognize initial budget for CTE Perkins Basic</i>							
5	47145		911	Special Education Preschool Grants	0.00	70,955.00	Increase
	71200	163	911	Educational Assistants	19,668.00	0.00	Increase
	71200	201	911	Social Security	1,625.00	0.00	Increase
	71200	204	911	Pensions	3,000.00	0.00	Increase
	71200	206	911	Life Insurance	120.00	0.00	Increase
	71200	207	911	Medical Insurance	13,825.00	0.00	Increase
	71200	208	911	Dental Insurance	500.00	0.00	Increase
	71200	210	911	Unemployment Compensation	100.00	0.00	Increase
	71200	212	911	Employer Medicare	360.00	0.00	Increase
	71200	429	911	Instructional Supplies and Materials	50.00	0.00	Increase
	71200	499	911	Other Supplies and Materials	50.00	0.00	Increase
	71200	725	911	Special Education Equipment	50.00	0.00	Increase
	72220	355	911	Travel	50.00	0.00	Increase
	72220	499	911	Other Supplies and Materials	50.00	0.00	Increase
	72220	524	911	In-Service/Staff Development	50.00	0.00	Increase
	72710	146	911	Bus Drivers	10,554.00	0.00	Increase
	72710	189	911	Other Salaries and Wages	11,900.00	0.00	Increase
	72710	201	911	Social Security	1,650.00	0.00	Increase
	72710	204	911	Pensions	1,500.00	0.00	Increase
	72710	206	911	Life Insurance	26.00	0.00	Increase
	72710	207	911	Medical Insurance	5,200.00	0.00	Increase
	72710	208	911	Dental Insurance	257.00	0.00	Increase
	72710	210	911	Unemployment Compensation	50.00	0.00	Increase
	72710	212	911	Employer Medicare	320.00	0.00	Increase
<i>To recognize initial budget for Special Education (Pre-school)</i>							
6	47590		401	Other Federal Through State	0.00	23,000.00	Increase
	72130	130	401	Social Workers	2,068.00	0.00	Increase
	72130	201	401	Social Security	140.00	0.00	Increase
	72130	204	401	Pensions	310.00	0.00	Increase
	72130	212	401	Employer Medicare	40.00	0.00	Increase
	72130	499	401	Other Supplies and Materials	2,000.00	0.00	Increase
	72130	599	401	Other Charges	2,292.00	0.00	Increase
	72210	524	401	In-Service/Staff Development	5,000.00	0.00	Increase
	72710	189	401	Other Salaries and Wages	7,500.00	0.00	Increase
	72710	201	401	Social Security	500.00	0.00	Increase
	72710	212	401	Employer Medicare	150.00	0.00	Increase
	72710	313	401	Contracts with Parents	3,000.00	0.00	Increase
<i>To recognize initial budget for Title IX McKinney-Vento grant</i>							
Total					3,886,552.34	3,886,552.34	
From Fund Balance						0.00	

Carter County						
Central Cafeteria Fund #143						
Fiscal Year Ending June 30, 2020						
Budget Amendment #1						
August 19, 2019						
Item #	Category	Line Item	Description	\$ Amount		Increase/Decrease
1	73100	105	Supervisor/Director	3,000.00	0.00	Increase
	39000		Unassigned Fund Balance	0.00	3,000.00	Decrease
<i>To allocate unassigned fund balance for salary increase for the food service supervisor</i>						
			Total	3,000.00	3,000.00	
			From Fund Balance		3,000.00	

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Carter County							
General Purpose School Fund #141							
Fiscal Year Ending June 30, 2020							
Original Budgets							
August 19, 2019							
Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
1	73400	105		Supervisor/Director			
	73400	116		Teachers	38,605.00	0.00	Increase
	73400	162		Clerical Personnel	126,708.00	0.00	Increase
	73400	163		Educational Assistants	8,628.41	0.00	Increase
	73400	189		Other Salaries and Wages	39,524.70	0.00	Increase
	73400	195		Certified Substitute Teachers	350.00	0.00	Increase
	73400	201		Social Security	2,500.00	0.00	Increase
	73400	204		Pensions	13,270.81	0.00	Increase
	73400	206		Life Insurance	19,374.05	0.00	Increase
	73400	207		Medical Insurance	151.20	0.00	Increase
	73400	208		Dental Insurance	43,312.70	0.00	Increase
	73400	212		Employer Medicare	1,609.80	0.00	Increase
	73400	307		Communication	3,103.87	0.00	Increase
	73400	330		Operating Lease Payments	410.00	0.00	Increase
	73400	355		Travel	3,000.00	0.00	Increase
	73400	429		Instructional Supplies and Materials	600.00	0.00	Increase
	73400	524		In-Service/Staff Development	744.88	0.00	Increase
	73400	599		Other Charges	300.00	0.00	Increase
					700.00	0.00	Increase
<i>To recognize initial budget for Voluntary Pre-K</i>					0.00	302,893.22	Increase
				Total	302,893.22	302,893.22	
				From Fund Balance		0.00	
				From Unassigned Fund Balance		0.00	



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
REGION 1 STATE AID ROADS OFFICE
P. O. BOX 58
KNOXVILLE, TENNESSEE 37901
(865) 594-2464**

**CLAY BRIGHT
COMMISSIONER**

**BILL LEE
GOVERNOR**

August 8, 2019

Roger Colbaugh
1246 Stateline Road
Elizabethton, TN 37643

RE: Local Agency: Carter County
Bridge Loc No: 10-0A984-00.06
Project No. 10SAB1-S3-007
Local Name: Big Sandy Road over Stoney Creek

DRAFT

Dear Mr. Colbaugh:

Please find attached an approved state-aid bridge replacement program contract for the above referenced project. This letter is notification that you may contact your consultant to determine when work may begin on the above referenced project.

Thank you,

Sharees Fife
Transportation Project Specialist
Regional State-Aid Office

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TDOT Standard Contract Summary Form

Originating Office: Local Programs Division - State Aid Office

Return Signed Contract to: State Aid Office - (615) 741-2028

Original Contract Amendment
 Contract Grant

Grantor: Carter County - Region 1

Amount: \$ 341,740.11 per yr./Term/Life of Project
~~\$334,532.11~~

<input checked="" type="checkbox"/> HPBRP/(220SAH)	(90%)	\$307,566.10
<input checked="" type="checkbox"/> Bridge Grant(SAG08)	(10.00%)	\$34,174.01
<input checked="" type="checkbox"/> Local	(0.00%)	\$0.00

Term: On or before: January 1, 2021 ✓ Ext. _____

Bridge Number: 100A984-00.06 ✓

Project Number: 10SABI-S3-007 ✓

DRAFT

Description of Work or Purpose of Contract/Amendment: Construct a 35' of 2 @ 12' x 7 box bridge on a 62.5 degree skew on Big Sandy Road over Stony Creek in Carter County. This structure shall to the 2015 edition of the TDOT Standard Specifications for Road and Bridge Construction.

Method of Procurement:

- Low Bid
- F&A Service RFP
- Negotiated pursuant to F&A Regulations
- Brooks Act
- UT Contract Authority
- Other: BRIDGE GRANT PROGRAM/HPBRP

If amendment, the date and value of original contract: _____ \$ _____

Division Recommends for Commissioner's Signature: [Signature] 7/22/19

Bureau Recommends for Commissioner's Signature: _____

Certified as to Availability of Funds: [Signature]
 Director of Finance

Carter County
General Fund #101
Fiscal Year Ending June 30, 2020
Budget Amendment #1
August 19, 2019

Item #	Category	Line Item	Description	\$ Amount		Increase/Decrease
1	51800	338	Maintenance & Repair - Vehicles			
	51800	717	Maintenance Equipment	0.00	294.58	Decrease
				294.58	0.00	Increase
<i>To reallocate funds within the County Building budget.</i>						
2	51100	513	County Commission - Workers Compensation Insurance	2,800.38	0.00	Increase
	51300	513	County Mayor - Workers Compensation Insurance	399.61	0.00	Increase
	51500	513	Election Commission - Workers Compensation Insurance	341.21	0.00	Increase
	51600	513	Register of Deeds - Workers Compensation Insurance	400.28	0.00	Increase
	51720	513	Planning - Workers Compensation Insurance	311.48	0.00	Increase
	51800	513	County Buildings - Workers Compensation Insurance	0.00	1,083.33	Increase
	52100	513	Accounting & Budgeting - Workers Compensation Insurance	682.01	0.00	Increase
	52300	513	Property Assessor - Workers Compensation Insurance	661.25	0.00	Increase
	52400	513	Trustee - Workers Compensation Insurance	475.28	0.00	Increase
	52500	513	County Clerk - Workers Compensation Insurance	568.99	0.00	Increase
	53100	513	Circuit Court - Workers Compensation Insurance	875.59	0.00	Increase
	53300	513	General Sessions Court - Workers Compensation Insurance	593.37	0.00	Increase
	53400	513	Chancery Court - Workers Compensation Insurance	486.28	0.00	Increase
	54110	513	Sheriff's Department - Workers Compensation Insurance	18,227.59	0.00	Increase
	54110	506	Sheriff's Department - Liability Insurance	0.00	134.00	Decrease
	54210	513	Jail - Workers Compensation Insurance	0.00	7,532.86	Decrease
	54240	513	Juvenile Services - Workers Compensation Insurance	0.00	1,169.88	Decrease
	54490	513	Other Emergency Management - Workers Compensation Insurance	92.52	0.00	Increase
	55120	513	Rabies & Animal Control - Workers Compensation Insurance	39.06	0.00	Increase
	58300	513	Veterans Services - Workers Compensation Insurance	1,228.29	0.00	Increase
	58300	506	Other Charges - Liability Insurance	158.37	0.00	Increase
	58300	511	Other Charges - Vehicle & Equipment Insurance	0.00	1,620.87	Decrease
	58900	513	Other Charges - Workers Compensation Insurance	0.00	906.16	Decrease
				0.00	10,394.46	Decrease
<i>To reallocate funds for workers compensation insurance premiums from the "Other Charges" category to the various offices/departments. Amounts were allocated based on a breakdown of premiums and wages for employee groups/types provided by the insurance provider.</i>						
<i>For the Sheriff's Department: To reallocate funds for workers compensation insurance premiums from other insurances within the Sheriff's Department budget and from insurance accounts in the Jail category.</i>						
3	51720	511	Planning - Vehicle & Equipment Insurance			
	51800	511	County Buildings - Vehicle & Equipment Insurance	1,176.32	0.00	Increase
	52300	511	Property Assessor - Vehicle & Equipment Insurance	294.08	0.00	Increase
	53900	511	Other Admin. Of Justice - Vehicle & Equipment Insurance	882.24	0.00	Increase
	54210	511	Jail - Vehicle & Equipment Insurance	294.08	0.00	Increase
	54210	513	Jail - Workers Compensation Insurance	588.16	0.00	Increase
	54490	511	Other Emergency Management - Vehicle & Equipment Insurance	0.00	588.16	Decrease
	54610	511	County Coroner - Vehicle & Equipment Insurance	882.24	0.00	Increase
	55120	511	Rabies & Animal Control - Vehicle & Equipment Insurance	294.08	0.00	Increase
	58900	511	Other Charges - Vehicle & Equipment Insurance	1,176.32	0.00	Increase
				0.00	4,999.36	Decrease
<i>To reallocate funds for vehicle and equipment insurance premiums from the "Other Charges" category to the various offices/departments. Amounts were allocated based on a breakdown of vehicles per office/department provided by the insurance provider.</i>						
<i>For the Jail: To reallocate funds for vehicle & equipment insurance premiums from workers compensation insurance within the Jail budget.</i>						

4	34520	005	Restricted for Automation - Chancery Court			
	53400	435	Office Supplies	0.00	260.00	Decrease
				260.00	0.00	Increase
			<i>To allocate Chancery Court restricted funds</i>			
5	55120	401	Animal Food and Supplies			
	44570		Contributions and Gifts	50.00	0.00	Increase
				0.00	50.00	Increase
			<i>To allocate funds (gift card) received by Animal Shelter</i>			
6	54110	338	Maintenance & Repair - Vehicles			
	54110	453	Vehicle Parts	2,134.96	0.00	Increase
	54210	707	Building Improvements	6,404.89	0.00	Increase
	34725	039	Assigned for Public Safety - Sheriff Insurance Recovery	98,026.78	0.00	Increase
	39000		Unassigned Fund Balance	0.00	105,566.63	Decrease
				0.00	1,000.00	Decrease
			<i>To allocate insurance recovery that was received but not spent prior to June 30, 2019; and to allocate unassigned fund balance for the deductible portion.</i>			
7	52500	709	Data Processing Equipment			
	34515	001	Restricted for Data Processing - County Clerk	17,650.00	0.00	Increase
				0.00	17,650.00	Decrease
			<i>To allocate restricted fund balance to purchase new hardware (server and nine PCs) and installation for the county clerk's office. Equipment will be covered under the hardware maintenance contract. Quotes from other vendors were obtained.</i>			
8	44170	041	Miscellaneous Refunds - Sheriff			
	54110	353	Towing Services	0.00	1,200.00	Increase
	46990	041	Other State Revenue - Sheriff	1,200.00	0.00	Increase
	54110	435	Office Supplies	0.00	1,000.00	Increase
				1,000.00	0.00	Increase
			<i>To allocate various funds to be received ((from defendants for tow bills (\$1,200), storage fees (\$500), etc. (\$500)), and funds to be received from the State of Tennessee (driver license confiscation fees, medical records fee, gun permits, etc. for a total of \$1,000) for the entire fiscal year 2019-20.</i>			
9	49700		Insurance Recovery			
	54110	338	Maintenance and Repair - Vehicles	0.00	2,227.09	Increase
				2,227.09	0.00	Increase
			<i>To allocate insurance recovery for repairs on vehicle #7.</i>			
10	48140		Contracted Services			
	54210	334	Maintenance Agreements	0.00	2,566.80	Increase
				2,566.80	0.00	Increase
			<i>To allocate funds received from the City of Elizabethton for the fingerprint machine.</i>			
			Total	160,244.18	160,244.18	
			From Fund Balance		18,910.00	
			From Unassigned Fund Balance		1,000.00	

Carter County						
Solid Waste/Sanitation Fund #116						
Fiscal Year Ending June 30, 2020						
Budget Amendment #1						
August 19, 2019						
Item #	Category	Line Item	Description	\$ Amount		Increase/Decrease
1	55754	336	Maintenance and Repair - Equipment	0.00	8,500.00	Decrease
	55754	709	Data Processing Equipment	8,500.00	0.00	Increase
<i>To reallocate funds to purchase a new computer program at the landfill</i>						
			Total	8,500.00	8,500.00	
			From Fund Balance		0.00	

Carter County						
Drug Control Fund #122						
Fiscal Year Ending June 30, 2020						
Budget Amendment #1						
August 19, 2019						
Item #	Category	Line Item	Description	\$ Amount		Increase/Decrease
1	48610		Donations	0.00	2,112.00	Increase
	54110	401	Animal Food and Supplies	2,112.00	0.00	Increase
<i>To allocate donations for K-9 for the entire fiscal year 2019-20.</i>						
			Total	2,112.00	2,112.00	
			From Fund Balance		0.00	

DRAFT

Carter County						
Highway/Public Works Fund #131						
Fiscal Year Ending June 30, 2020						
Budget Amendment #1						
August 19, 2019						
Item #	Category	Line Item	Description	\$ Amount		Increase/Decrease
1	62000	336	Maintenance and Repair - Equipment	5,000.00	0.00	Increase
	62000	351	Rentals	10,000.00	0.00	Increase
	62000	404	Asphalt - Hot Mix	0.00	15,000.00	Decrease
	63100	351	Rentals	3,000.00	0.00	Increase
	63100	418	Equipment and Machinery Parts	0.00	3,000.00	Decrease
	63100	416	Equipment Parts - Heavy	1,891.85	0.00	Increase
	63100	418	Equipment and Machinery Parts	0.00	1,891.85	Decrease
	63100	417	Equipment Parts - Light	25,000.00	0.00	Increase
	63100	418	Equipment and Machinery Parts	0.00	25,000.00	Decrease
<i>To reallocate within categories.</i>						
			Total	44,891.85	44,891.85	
			From Fund Balance		0.00	

July 2019 Donations

July Animal Shelter Donation- J. Louie Greene	\$ 100.00
July Animal Shelter Donation- In Memory of Dr. Harold Lane	\$ 575.00
July Animal Shelter Donation- Penny Guy	\$ 50.00
July Animal Shelter Donation- Rick Addison	\$ 50.00
July Animal Shelter Donation- Barbara Prewitt	\$ 3,000.00
July Animal Shelter Donation- Richard Butler	\$ 20.00
July Animal Shelter Donation- Donna Dietz	\$ 100.00
July Animal Shelter Donation- Keira Reece	\$ 40.00
July Animal Shelter Donation- Brenda Persinger	\$ 35.00
July Animal Shelter Donation- Ann Brumback	\$ 50.00
July Animal Shelter Donation- James White	\$ 20.00
July Schools Donation- Niswonger Foundation on behalf of Kinder Camp Grant	\$ 4,000.00
July Schools Donation- Louie Green on behalf of Music and Aviation	\$ 10,000.00
July Drug Fund Donation- Cherry Point Animal Hospital	\$ 176.10
Animal Shelter Total	\$ 4,040.00
Drug Fund Total	\$ 176.10
Carter County Schools Total	\$ 14,000.00
July 2019 Total Donations	\$ 18,216.10

DRAFT

135 Sycamore Shoals Drive
Elizabethton, TN 37643



Telephone: 423-547-6359
www.cartercountyttn.gov
E-mail: animalshelter@cartercountyttn.gov

**ELIZABETHTON / CARTER COUNTY
ANIMAL SHELTER**

Walmart donations for the month of July 2019 is approximately \$688.52.

Thank You,

ECCAS Director

A handwritten signature in cursive script, appearing to read "Shesada".

DRAFT

Carter County						
Highway/Public Works Fund #131						
Fiscal Year Ending June 30, 2020						
Budget Amendment #1						
August 19, 2019						
Item #	Category	Line Item	Description	\$ Amount		Increase/ Decrease
1	62000	336	Maintenance and Repair - Equipment	5,000.00	0.00	Increase
	62000	351	Rentals	10,000.00	0.00	Increase
	62000	404	Asphalt - Hot Mix	0.00	15,000.00	Decrease
	63100	351	Rentals	3,000.00	0.00	Increase
	63100	418	Equipment and Machinery Parts	0.00	3,000.00	Decrease
	63100	416	Equipment Parts - Heavy	1,891.85	0.00	Increase
	63100	418	Equipment and Machinery Parts	0.00	1,891.85	Decrease
	63100	417	Equipment Parts - Light	25,000.00	0.00	Increase
	63100	418	Equipment and Machinery Parts	0.00	25,000.00	Decrease
	<i>To reallocate within categories.</i>					
2	46410		Bridge Program	0.00	416,500.00	Increase
	68000	321	Engineering Services	416,500.00	0.00	Increase
<i>To allocate state aid for engineering costs associated with following bridge projects: Big Sandy Road bridge; Blevins Hollow Road bridge; Freemond Road bridge; Hodge Branch Road bridge; and Rainbows End Road bridge.</i>						
Total				461,391.85	461,391.85	
From Fund Balance					0.00	

DRAFT

Planning

August 12, 2019

Ross Garland, Chairman, Budget Committee

Mr. Garland,

Please make the following budget amendments to the 2019-2020 budget:

51720302 from 51720307	\$200.00
51720355 from 51720358 - 47	\$8,000.00
51720361 from 51720384 (stormwater)	\$4,000.00 (MS-4 Permit)
51720320 from 51720358 - 47	\$5,000.00
51720332 from 51720358 - 47	\$500.00
51720524 from 51720358 - 47	\$5,900.00

Signed

Chris Schuettler,
Director

Cc: Brad Burke
Michael Kennedy

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NOR-WELL

COMPANY, INC. • MECHANICAL CONTRACTORS

May 13, 2019

Carter County Courthouse
801 East Elk Avenue
Elizabethton, TN 37643

Attn: Mayor Barnett

Re: Replace the 4 ton heat pump to Johnny Blankenship's Office.

We propose to provide labor and material to replace the 4 ton split system heat pump located in Johnny Blankenship's office with a new York 4 ton split system heat pump including a new digital thermostat and a new auxiliary drain pan with a float safety switch. Unit will connect to existing duct, plumbing, and electrical.

Labor \$1,680.00
Material \$4,580.00
For the Sum of...\$6,260.00

Clarifications and Exclusions:

- Work to be performed on regular time.
- York 1 year parts/5 year compressor warranty.
- Norwell 1 year Labor warranty.

DRAFT

Thanks for the opportunity to present this proposal. If you should need any further information, please call.

Sincerely

Brian Jones
Service Manager



136 East Elk Avenue. Elizabethton, Tennessee 27643. (423)543-4373. (423)928-1779. Fax (423)543-7109.

e-mail:norwell@chartertn.net

LICENSED IN TENNESSEE, VIRGINIA & NORTH CAROLINA

NOR-WELL

COMPANY, INC. • MECHANICAL CONTRACTORS

May 10, 2019

Carter County Courthouse
801 East Elk Avenue
Elizabethton, TN 37643

Attn: Mayor Barnett

Re: Replace the 3 ton water source heat pump to Johnny Blankenship's Office.

We propose to provide labor and material to replace the 3 ton water source heat pump located in Johnny Blankenship's office with a new Climatemaster 3 ton water source heat pump including a new digital thermostat, new hoses, and a new auxiliary drain pan with a float safety switch. Unit will connect to existing duct, plumbing, and electrical.

Labor \$1,890.00
Material \$3,470.00
For the Sum of...\$5,360.00

Clarifications and Exclusions:

- Work to be performed on regular time.
- Climatemaster 5 year parts/compressor warranty.
- Norwell 1 year Labor warranty.

Thanks for the opportunity to present this proposal. If you should need any further information, please call.

Sincerely

Brian Jones
Service Manager



PLUMBING-HEATING-COOLING
CONTRACTORS ASSOCIATION
Best People. Best Practices.

136 East Elk Avenue, Elizabethton, Tennessee 27643. (423)543-4373. (423)928-1779. Fax (423)543-7109

e-mail:norwell@chartertn.net

LICENSED IN TENNESSEE, VIRGINIA & NORTH CAROLINA

COUNTY ATTORNEY REPORT
AUGUST 2019

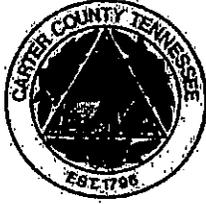
General Litigation update:

1. Litter Code violation cases- (Carter County Chancery Court), 13 cases set for hearing on 8/21/19: Carter County v. Storieland Partnership (4 properties); Tyler Whitson; Clarence Sheets (heirs); James & Juanita Gourley (heirs); William & Franchie Russell (heirs); Michael, Brenda, Perry & Donna Gray; Jonathan Hardin & Pamela Wilson; Betty Carolyn Wilson; Carl Calhoun; Lanny & Beulah Roberts.
2. Richardson v. Carter County (Carter County Circuit Court) – case settled/dismissed
3. Cecil Perry v. Carter County (Barney Brown) – Federal Dist. Court - case dismissed
4. Staubus, et al. v. Purdue Pharma, et al (Sullivan Co. Chancery Court- opioid litigation)
5. Shell v. Carter County (Fed. Dist. Court) – Assist Sheriff regarding document production court order

DRAFT

Other Work performed/ongoing:

1. Research completed and opinions rendered for various county office holders and commissioners as requested.
2. Finance Office – Review of Ameriflex Benefits Contract; Research and assist with various budget questions and procedures; Continued assistance with former county official overpayment issue; Assistance with Planning Department budget issues.
3. Circuit Court Clerk – Research and assist with subpoena issue.
4. County Commission – Contract review re: 911 Agreement; Review of Agreement re: acceptance of Dog Park Grant from Boyd Foundation.
5. Mayor's Office – Meetings and assistance with Planning Department issues; Title research and assist with CenturyLink easement renewal request; Research employee gun carry issue.
6. Planning Department – Continued work on all active litter code cases; Research and assist with ongoing budget issues.
7. Industrial Development Board – Attend committee meeting; Research and assistance with Sterling Hills Apartments Bond matter.
8. Financial Management Committee – Attended committee meeting. Continued assistance with TCRS issues.
9. Sheriff's Office- Assistance in compliance with court order, document review and production in pending litigation.
10. Highway Department – Title research and begin process for acquisition of ROW for Hidden Oaks Lane.
11. Landfill Committee – Attend committee meeting; Assist with insurance carrier requests re: fire loss at recycling center.
12. Budget Committee – Attended committee meeting.
13. Health and Welfare Committee- Attended Committee meeting.
14. Buildings and Grounds Committee – Attended Committee meeting.
15. Rules & Bylaws Committee - Attended Committee meeting.
16. JECDB – Attended Committee meeting; Assistance with Bylaws



Carter County Planning & Zoning
Courthouse Box 14
801 E. Elk Avenue
Elizabethton, TN 37643
Phone (423) 542-1834 Fax (423) 542-3469

July 12, 2019

To: Carter County Finance

Attn.: Brad Burke, Finance Director

Subject: Bonus for exceptional work done for Carter County Planning and Zoning for Fiscal Year 2018-2019.

Dear Mr. Burke,

Please be advised that the Carter County Planning Commission requests from line items 189, and 162 a bonus check to Director Schuettler. The amount is \$14,466.67 to be relieved out of the 2018-19 budget.

This request comes after talking to the County Attorney, Mr. Hardin, who states that the previous request for a line item amendment was not necessary due to the fact that the said monies are coming out of a payroll line items.

Thank you for your immediate action on this request.

Signed,


Jerry Pearman
Chairman, Carter County Regional Planning Commission

