

This is to certify that these minutes were approved by the Hamblen County Legislative
Body on

May 19, 2016

Rick Eldridge
Rick Eldridge, Chairman

Penny Petty
Penny Petty, Hamblen County Clerk

3 min

Be It Remembered that the Legislative Body for Hamblen County, Tennessee met At its regular monthly meeting April 21, 2016 at 5:00p.m. in the Hamblen County Courthouse with the Honorable Rick Eldridge presiding.

The Legislative Body was opened by Pandy Drinnon.

Invocation was given by Pastor Ray Sweet, First Christian Church.

The Pledge of Allegiance was led by Commissioner Larry Carter.

Upon roll call the following member were present:

Chair R. Eldridge	Present	vacant	Absent
S. Ford	Present	T. Ward	Present
J. Walker	Present	J. Smyth	Present
R. Debord	Present	T. Goins	Present
H. Davis	Present	D. Wampler	Present
H. Harville	Present	L. Jarvis	Present
J. Huntsman	Present	VChair H. Shipley	Present
L. Carter	Present		

Roll Call

Quorum: 8 Present Voters: 14

8 YES Needed >

Appointments Hamblen County Board of Equalization

Motion by Larry Carter, seconded by Doe Jarvis to nominate Bob White for Board of Equalization from district 5, 6, 12, 13 and 14.

Voting For

Larry Carter	Joe Huntsman
Hubert Davis	Doe Jarvis
Rick Eldridge	Howard Shipley
Randy DeBord	John Smyth
Stancil Ford	Johnny Walker
Tim Goins	Dana Wampler
Herbert Harville	Taylor Ward

Motion by Dana Wampler, seconded by Larry Carter to Reappoint Earl Cameron, Ralph Wilkerson and Darrell Williams For the Board of Equalization for the 2015/2016 term.

Voting For

Larry Carter	Joe Huntsman
Hubert Davis	Doe Jarvis
Rick Eldridge	Howard Shipley
Randy DeBord	John Smyth
Stancil Ford	Johnny Walker
Tim Goins	Dana Wampler
Herbert Harville	Taylor Ward

Consent Calendar Items

Motion by John Smyth, seconded by Howard Shipley to approve the consent calendar.

Chair R. Eldridge	YES	vacant	Absent
S. Ford	YES	T. Ward	YES
J. Walker	YES	J. Smyth	(M) YES
R. Debord	YES	T. Goins	YES
H. Davis	YES	D. Wampler	YES
H. Harville	YES	L. Jarvis	YES
J. Huntsman	YES	VChair H. Shipley	(2) YES
L. Carter	YES		

5.a.

Passed (14 YES - 0 NO - 0 ABS - 1 Absent)

Majority Vote >

Regular Calendar Items

Motion by John Smyth, seconded by Howard Shipley to approve the regular calendar items with additions.

Chair R. Eldridge	YES
S. Ford	YES
J. Walker	YES
R. Debord	YES
H. Davis	YES
H. Harville	YES
J. Huntsman	YES
L. Carter	YES

vacant	Absent
T. Ward	YES
J. Smyth	(M) YES
T. Goins	YES
D. Wampler	YES
L. Jarvis	YES
VChair H. Shipley	(2) YES

5.b.

Passed (14 YES - 0 NO - 0 ABS - 1 Absent)

Majority Vote >

Consent Calendar

Motion by Doe Jarvis, seconded by John Smyth
to approve the Consent Calendar.

Chair R. Eldridge	YES	vacant	Absent
S. Ford	YES	T. Ward	YES
J. Walker	YES	J. Smyth	(2) YES
R. Debord	YES	T. Goins	YES
H. Davis	YES	D. Wampler	YES
H. Harville	YES	L. Jarvis	(m) YES
J. Huntsman	YES	VChair H. Shipley	YES
L. Carter	YES		

6.a.

Passed (14 YES - 0 NO - 0 ABS - 1 Absent)

Majority Vote >

CONSENT CALENDAR

Hamblen County Legislative Body

Order #	Item	Placed From
1	Approval of the Previous Month Minutes a. Hamblen County Commission Meeting – March 17, 2016	Commission Chairman Rick Eldridge
2	Approval of Notaries	County Clerk Penny Petty
3	Expenditure Reports – March 2016	Finance Committee
4	Planning Commission Building Permit Report – March 2016	Finance Committee
5	County Attorney Invoices – March 2016	Finance Committee
6	Coroner's Monthly Report – March 2016	Finance Committee
7	Budget Amendments Approved by County Mayor a. Fund #101, Accounting and Budgeting. - \$100 b. Fund #101, Chancery Court - \$507 c. Fund #101, Election Commission - \$2,000 d. Fund #101, Election Commission - \$1,000 e. Fund #101, Sherriff's Dept. - \$500 f. Fund #101, Sheriff's Dept. - \$3,000	Finance Committee

CONSENT CALENDAR – April 21, 2016



Batch 56
3-9-16
4-18-16

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC


AS A CLERK OF THE COUNTY OF HAMBLLEN, TENNESSEE I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE APRIL 21, 2016 MEETING OF THE GOVERNING BODY:



NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. KAREN A BALES	253 FLEMING DR MORRISTOWN TN 37813	423-581-5845	146 EAST MAIN ST MORRISTOWN TN 37814	423-586-5451	RLI
2. LAVERNE REESE BRACKEN	2200 HAY MEADOW TRAIL KNOXVILLE TN 37920	865-924-0121	3603 WEST ANDREW JOHNSON HWY MORRISTOWN TN 37814	423-586-8665	SAM F GRIGSBY, JR. DWAYN MOORE
3. LINDA R BREWER	532 POPLAR STREET MORRISTOWN TN 37813	423-327-3068	ONE HURRICAN LANE MORRISTOWN TN 37813	423-327-3068	SOUTHERN STATES INSURAN CO
4. LOREN C BROOKS	5527 MAXINE STREET RUSSELLVILLE TN 37860	423-736-5400	2600 WESTERN AVE KNOXVILLE TN 37921	865-594-8547	SOUTHERN STATES INSURAN
5. MELISSA R GOINS	PO BOX 64 MORRISTOWN TN 37815	423-839-9385	215 SOUTH LIBERTY HILL ROAD MORRISTOWN TN 37813	423-317-1060	
6. DEAN CURTIS GRIFFEY	731 PANTHER CREEK CT MORRISTOWN TN 37814	865-603-9715	175 W MAIN ST MORRISTOWN TN 37814	423-492-3288	ALLSTATE INS
7. FAUSTINO F HERNANDEZ	1427 RUSSELL ST MORRISTOWN TN 37814	423-258-0074	432 S CUMBERLAND ST MORRISTOWN TN 37813	423-839-1499	RLI INSURANCE COMPANY
8. CASSANDRA HILL	645 ETHEL AVE MORRISTOWN TN 37813	423-748-2204	5421 EAST A J HWY MORRISTOWN TN 37814	4235816946	MERCHANT BONDING CO
9. ANDREW MICHAEL IRWIN	4400 MAPLE VALLEY RD, APT 6B MORRISTOWN TN 37813	423-277-6481	4190 W A J HWY MORRISTOWN TN 37814	4235890187	WESTERN SURETY
10. CASEY M JOHNS	691 ELK DRIVE MORRISTOWN TN 37814	423-258-4909	5512 E MORRIS BLVD MORRISTOWN TN 37813	423-254-6026	RLI INSURANCE
11. STEFANIE JOHNSON	1679 BOARDWALK CIRCLE MORRISTOWN TN 37814	423-231-2853	1111 GATEWAY PARK RD MORRISTOWN TN 37814	423-581-6048	PRICE RAMEY INS
12. ASHLEY A JOHNSON	214 MOORES CHAOEL RD BEAN STATION TN 37708	865-851-5319	3955 W A J HWY MORRISTOWN TN 37814	865-544-5400	CNA SURETY
13. DELMA RAE KEARNS	2020 OLD PARROTTSVILLE HW PARROTTSVILLE TN 37843	423-608-1322	100 W 1ST N MORRISTOWN TN 37814	5810100	MERCHANTS
14. GLORIA D LARRANCE	1525 PIEDMONT RD NEW MARKET TN 37820	865-475-4828	400 W MAIN ST SUITE 316 MORRISTOWN TN 37814	423-587-9335	MASENGIL, MCCRARY AND GREGG
15. MATTHEW JUSTIN MOZZACHIODI	1656 MCBRIDE RD MORRISTOWN TN 37814	813-516-1725	4190 W A J HWY MORRISTOWN TN 37814	4235890187	WESTERN SURETY
16. DOROTHY DARLENE MULLINS	1340 COUNTY LINE ROAD MOORESBURG TN 37811	423-312-7489	910 W MORRIS BLVD MORRISTOWN TN 37813	423-587-2000	CNA SURETY
17. DIANA L NEWSOME	1954 WILDERNESS DR TALBOTT TN 37877	423-748-2123	918 WEST 1ST NORTH ST MORRISTOWN TN 37814	4235865800	STRATE INS CO
18. SONIA IRMA OTERO	5685 REMMINGTON DR RUSSELLVILLE TN 37860	423-786-2351	1843 S CUMBERLAND ST MORRISTOWN TN 37813	4233531229	ONIEL SANTESTEBAN ARIAN RODRIGUEZ
19. JOELL M RAMSEY	1262 LIBERTY HILL DR MORRISTOWN TN 37813		3955 W A J HWY MORRISTOWN TN 37814	865-544-5400	CNA SURETY
20. RAFAEL RODRIGUEZ	5685 REMMINGTON DR RUSSELLVILLE TN 37860	000-748-2351	1843 S CUMBERLAND ST MORRISTOWN TN 37813	3531229	

Batch 56
3-9-16
4-18-16

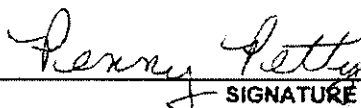
Henry Pottiez
SIGNATURE
CLERK OF THE COUNTY OF HAMBLLEN, TENNESSEE
4-12-16 DATE
Return to Regular Calendar

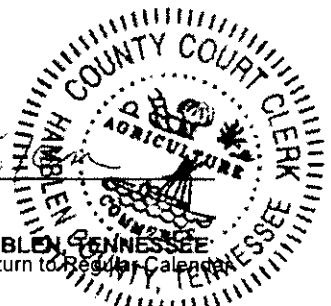




CERTIFICATE OF ELECTION OF NOTARIES PUBLIC
 AS A CLERK OF THE COUNTY OF HAMBLLEN, TENNESSEE I HEREBY CERTIFY TO
 THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
 NOTARY PUBLIC DURING THE APRIL 21, 2016 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
21. DEBORAH L SINGLETON	4802 RAY ST MORRISTOWN TN 37814	000-258-2580	10304 CHAPMAN HWY SEYMOUR TN 37865	8656842280	MERCHANTS BONDING CO
22. TERRI LEE WELLS	1030 WEST 7TH NORTH ST MORRISTOWN TN 37814	423-586-5511	121 WEST 1ST NORTH STREET MORRISTOWN TN 37814	423-581-9458	TRAVELERS
23. KAREN A WHEELER	1002 LOOKOUT DRIVE MORRISTOWN TN 37814	423-587-0962	214 NORTH JACKSON STREET MORRISTOWN TN 37814	423-581-8955	JAMES M DAVIS JOY H DAVIS
24. T KELSEY WOLFE	4001 FISH HATCHERY RD MORRISTOWN TN 37813	000-748-2880	4495 ENKA HWY MORRISTOWN TN 37813	5812967	CNA SURETY


 SIGNATURE
 CLERK OF THE COUNTY OF HAMBLLEN, TENNESSEE
 Return to Regular Calendar
 4-12-16





HAMBLEN COUNTY ACCOUNTS & BUDGETS

**GENERAL FUND (101)
EXPENDITURE REPORT**

REPORT DATE: 03/31/2016

Page: 1
Date: 4/2/2016
Time: 2:01 pm

Year: 2015
From: 2015 101 50000 000 00 000 0000 000
Thru: 2015 101 99999 999 99 999 9999 999

Fund	Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
01	51100 County Commission	181,877.00	12,849.68	113,931.35	19,265.00	48,680.65	26.77%
01	51210 Board Of Equalization	4,800.00	0.00	0.00	0.00	4,800.00	100.00%
01	51300 County Mayor/Executive	207,308.00	16,861.76	146,085.86	4,467.01	56,755.13	27.38%
01	51400 County Attorney	131,293.00	5,029.06	52,966.40	0.00	78,326.60	59.66%
01	51500 Election Commission	255,185.00	49,781.54	190,410.50	1,235.68	63,538.82	24.90%
01	51600 Register Of Deeds	296,517.00	22,206.27	205,908.73	5,016.14	85,592.13	28.87%
01	51720 Planning	238,038.00	17,199.02	168,664.00	1,715.39	67,658.61	28.42%
01	51760 Geographical Information Systems	50,000.00	0.00	21,290.08	0.00	28,709.92	57.42%
01	51810 Other Facilities	824,210.00	55,605.37	559,633.88	24,814.32	239,761.80	29.09%
01	51910 Preservation Of Records	20,448.00	1,407.33	12,730.99	278.18	7,438.83	36.38%
01	52100 Accounting And Budgeting	342,286.00	30,553.36	239,604.80	1,736.64	100,944.56	29.49%
01	52200 Purchasing	46,391.00	3,065.92	21,713.32	111.00	24,566.68	52.96%
01	52300 Property Assessor's Office	392,027.00	29,196.16	280,633.96	2,918.16	108,474.88	27.67%
01	52310 Reappraisal Program	142,825.00	10,981.14	51,517.78	5,600.00	85,707.22	60.01%
01	52400 County Trustee's Office	365,807.00	24,590.96	248,697.54	3,333.18	113,776.28	31.10%
01	52500 County Clerk's Office	703,268.00	46,769.96	405,209.27	7,799.95	290,258.78	41.27%
01	52600 Data Processing	145,891.00	15,775.38	67,388.97	5,710.14	72,791.89	49.89%
01	52900 Other Finance	293,572.00	22,559.32	222,050.28	1,617.63	69,904.09	23.81%
01	53100 Circuit Court	866,764.00	68,719.73	561,154.20	30,160.24	275,449.56	31.78%
01	53300 General Sessions Court	434,788.00	36,400.43	305,400.95	481.00	128,906.05	29.65%
01	53330 Drug Court	143,345.00	9,956.48	105,100.65	1,530.93	36,713.42	25.61%
01	53400 Chancery Court	350,951.00	29,418.50	256,778.77	1,399.23	92,773.00	26.43%
01	53500 Juvenile Court	300,898.00	21,681.56	200,435.93	1,595.01	98,867.06	32.86%
01	53920 Courtroom Security	378,357.00	40,243.57	313,905.29	7,644.00	56,807.71	15.01%
01	54110 Sheriff's Department	2,904,991.00	223,273.32	1,959,149.33	143,127.36	802,714.31	27.63%
01	54160 Administration Of The Sexual Offender Registry	3,360.00	217.82	862.10	0.00	2,497.90	74.34%
01	54210 Jail	3,625,153.00	363,033.14	2,589,305.78	112,530.54	923,316.68	25.47%
01	54220 Workhouse	75,921.00	7,432.30	62,625.03	0.00	13,295.97	17.51%
01	54250 Work Release Program	170,272.00	13,440.68	116,778.58	1,320.78	52,172.64	30.64%
01	54310 Fire Prevention And Control	200,000.00	100,000.00	200,000.00	0.00	0.00	0.00%
01	54410 Civil Defense	91,948.00	5,575.04	57,281.77	2,924.09	31,742.14	34.52%
01	54490 Other Emergency Management	170,242.00	0.00	130,167.84	0.00	40,074.16	23.54%
01	54510 Inspection And Regulation	8,597.00	730.45	4,399.05	1,007.50	3,190.45	37.11%
01	54610 County Coroner/Medical Examiner	120,000.00	11,108.31	85,997.10	11,333.36	22,669.54	18.89%
01	54900 Other Public Safety	0.00	0.00	0.00	0.00	0.00	0.00%



HAMBLEN COUNTY ACCOUNTS & BUDGETS

GENERAL FUND (101)

EXPENDITURE REPORT

REPORT DATE: 03/31/2016

Page: 2

Date: 4/2/2016

Time: 2:01 pm

Year: 2015
 From: 2015 101 50000 000 00 000 0000 000
 Fthru: 2015 101 99999 999 99 999 9999 999

Fnd	Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
101	55110 Local Health Center	667,421.00	42,111.42	404,100.95	4,601.49	258,718.56	38.76%
101	55120 Rabies And Animal Control	133,500.00	11,125.00	100,125.00	0.00	33,375.00	25.00%
101	55140 Nursing Home	2,000.00	0.00	2,000.00	0.00	0.00	0.00%
101	55170 Alcohol And Drug Programs	5,000.00	245.00	1,050.00	0.00	3,950.00	79.00%
101	55180 Crippled Children Services	6,242.00	0.00	6,242.00	0.00	0.00	0.00%
101	55390 Appropriation To State	110,500.00	100.00	55,350.00	0.00	55,150.00	49.91%
101	55520 Aid To Dependent Children	8,000.00	0.00	8,000.00	0.00	0.00	0.00%
101	55530 Child Support	0.00	0.00	0.00	0.00	0.00	0.00%
101	55590 Other Local Welfare Services	40,000.00	13,350.00	28,060.00	0.00	11,940.00	29.85%
101	55710 Sanitation Management	0.00	0.00	0.00	0.00	0.00	0.00%
101	55900 Other Public Health And Welfare	0.00	0.00	0.00	0.00	0.00	0.00%
101	56100 Adult Activities	11,600.00	5,800.00	11,600.00	0.00	0.00	0.00%
101	56300 Senior Citizens Assistance	6,500.00	0.00	6,500.00	0.00	0.00	0.00%
101	56500 Libraries	267,250.00	133,625.00	267,250.00	0.00	0.00	0.00%
101	56700 Parks And Fair Boards	260,508.00	18,909.12	161,733.35	20,522.83	78,251.82	30.04%
101	56900 Other Social, Cultural And Recreational	292,900.00	100,000.00	270,215.58	0.00	22,684.42	7.74%
101	57100 Agricultural Extension Service	141,755.00	2,628.53	67,571.86	68,668.43	5,514.71	3.89%
101	57300 Forest Service	1,000.00	0.00	1,000.00	0.00	0.00	0.00%
101	57500 Soil Conservation	45,212.00	3,742.10	33,641.84	0.00	11,570.16	25.59%
101	57800 Storm Water Management	32,000.00	0.00	828.31	10,000.00	21,171.69	66.16%
101	58110 Tourism	70,712.00	11,250.00	44,609.75	0.00	26,102.25	36.91%
101	58120 Industrial Development	204,610.00	129,305.00	160,305.00	0.00	44,305.00	21.65%
101	58210 Public Transportation	0.00	0.00	0.00	0.00	0.00	0.00%
101	58300 Veterans' Services	19,833.00	1,403.19	13,451.55	0.00	6,381.45	32.18%
101	58600 Employee Benefits	991,993.00	185,560.43	700,508.07	0.00	291,484.93	29.38%
101	58900 Miscellaneous	233,404.00	31.68	101,316.32	0.00	132,087.68	56.59%
101	73300 Community Services	500.00	0.00	500.00	0.00	0.00	0.00%
101	91110 General Administration Projects	0.00	0.00	0.00	0.00	0.00	0.00%
101	91120 Administration Of Justice Projects	0.00	0.00	0.00	0.00	0.00	0.00%
101	91130 Public Safety Projects	431,300.00	11,300.00	158,300.00	314,247.69	-41,247.69	-9.56%
101	91140 Public Health And Welfare Projects	375,000.00	0.00	0.00	0.00	375,000.00	100.00%
101	91150 Social, Cultural And Recreation Projects	0.00	0.00	0.00	0.00	0.00	0.00%
101	91190 Other General Government Proje	0.00	0.00	0.00	0.00	0.00	0.00%
101	99100 Transfers Out	0.00	675.13	43,261.86	0.00	-43,261.86	0.00%



**HAMBLLEN COUNTY ACCOUNTS & BUDGETS
GENERAL FUND (101)
EXPENDITURE REPORT
REPORT DATE: 03/31/2016**

Page: 3
Date: 4/2/2016
Time: 2:01 pm

Year: 2015
Fund: 101
Account: 50000
Object: 000
Group: 00
Sub: 000
Loc: 0000
Pgm: 000
Thru: 2015 101 99999 999 99 999 9999 999

<u>Fund Account/Description</u>	<u>Revised Budget</u>	<u>Month-to-Date Expenditures</u>	<u>Year-to-Date Expenditures</u>	<u>Encumbrances</u>	<u>Available Funds</u>	<u>Avl Fnds % of Budg</u>
	\$ 18,846,070.00	\$ 1,966,825.16	\$ 12,605,301.52	\$ 818,712.90	\$ 5,422,055.58	28.77%



HAMBLEN COUNTY ACCOUNTS & BUDGETS
SOLID WASTE/SANITATION (116)
EXPENDITURE REPORT
REPORT DATE: 03/31/2016

Page: 1
 Date: 4/2/2016
 Time: 2:02 pm

Year: 2015
 From: 2015 116 50000 000 00 000 0000 000
 Thru: 2015 116 99999 999 99 999 9999 999

Fund Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
116 55710 Sanitation Management	2,420,378.00	170,154.21	1,414,800.92	168,201.55	837,375.53	34.60%
	\$ 2,420,378.00	\$ 170,154.21	\$ 1,414,800.92	\$ 168,201.55	\$ 837,375.53	34.60%



HAMBLLEN COUNTY ACCOUNTS & BUDGETS

HIGHWAY ID (131)
EXPENDITURE REPORT

REPORT DATE: 03/31/2016

Page: 1
Date: 4/2/2016
Time: 2:02 pm

Rel: Year Fnd Acct Obj Gp Sub Loc Pgm
From: 2015 131 50000 000 00 000 0000 000
Thru: 2015 131 99999 999 99 999 9999 999

Ind	Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
31	61000 Administration	393,640.00	42,581.32	297,840.27	8,904.46	86,895.27	22.07%
31	62000 Highway And Bridge Maintenance	1,204,155.00	109,774.76	851,840.00	50,407.19	301,907.81	25.07%
31	63100 Operation And Maintenance Of Equipment	364,449.00	18,806.52	173,479.28	35,584.11	155,385.61	42.64%
31	66000 Employee Benefits	50,540.00	0.00	35,235.11	0.00	15,304.89	30.28%
31	68000 Capital Outlay	844,600.00	118,529.40	308,278.63	359,724.00	176,597.37	20.91%
		\$ 2,857,384.00	\$ 289,692.00	\$ 1,666,673.29	\$ 454,619.76	\$ 736,090.95	25.76%



March	2016				Cost of	Building	SW	Plumbing	Mech.	Gas	Permit			
Permit	Date	Applicant	Type	Address	Construction	Permit	Permit	Permit	Permit	Permit	Total	Tax Map	Group	Parcel
14-442	3/1/16	Hunter	storage building	552 Fox Drive 37814	\$1,000.00	\$96.00					\$96.00	048A	B	022.03
14-443	3/1/16	Zitt	addition to storage bldg	1624 Fledging Ave. 37877	\$17,000.00	\$33.75					\$33.75	046J	E	015.00
14-444	3/2/16	French	room addition	4234 Bayberry Drive 37813	\$4,000.00	\$43.97					\$43.97	035E	C	022.00
14-445	3/4/16	Couch	garage	4829 Millstone Drive 37860	\$20,000.00	\$224.00					\$224.00	036I	A	049.00
14-446	3/7/16	Winkler	garage / room addition	4851 Brookview Drive 37860	\$25,000.00	\$228.00					\$228.00	036I	A	054.00
14-447	3/9/16	McGarel	inground pool	1920 Old Oak Lane 37814	\$138,240.00	\$50.00					\$50.00	032		113.00
14-448	3/10/16	Andrews	pavilion for school	6595 St. Clair Road 37891	\$4,000.00	\$0.00					\$0.00	019		009.06
14-449	3/10/16	Miller	garage	Kidwell Ridge Road 37814	\$17,000.00	\$700.00					\$700.00	031		002.07
14-450	3/15/16	Southerland	house	6265 Old Russellville Pike 37860	\$128,000.00	\$828.85	\$100.00	\$75.00	\$15.00		\$1,018.85	019		007.19
14-451	3/15/16	Southerland	house	6279 Old Russellville Pike 37860	\$130,000.00	\$911.35	\$100.00	\$85.00	\$20.00		\$1,116.35	019		007.23
14-452	3/15/16	Mulderrig	dollar general store	2258 Springvale Road 37813	\$420,000.00	\$5,005.00	\$100.00	\$80.00	\$30.00	\$10.00	\$5,225.00	051		029.00
14-453	3/16/16	Mastec	tower upgrade	706 Statem Gap Road 37813	\$49,500.00	\$50.00					\$50.00	050		007.11
14-454	3/21/16	Baldwin	front porch cover	2096 Boat Dock Road 37877	\$800.00	\$32.00					\$32.00	039O	D	001.00
14-455	3/23/16	Bullington	dwmh	Warrensburg Road 37891	\$93,000.00	\$350.00					\$350.00	027		062.08
14-456	3/23/16	Carlyle	house	850 Rouse Road 37813	\$125,000.00	\$772.20	\$100.00	\$75.00	\$15.00		\$962.20	057		096.15
14-457	3/24/16	Ely	pool	4758 Southfork Circle 37813	\$20,000.00	\$50.00					\$50.00	057		095.04
14-458	3/28/16	Brackett	pool	5700 Winchester Ave 37860	\$4,000.00	\$50.00					\$50.00	018F	A	005.00
14-459	3/28/16	Whitaker	house	1282 Greenbriar Road 37877	\$150,000.00	\$825.00	\$100.00	\$65.00	\$15.00		\$1,005.00	046		034.03
14-460	3/30/16	Lovin	storage building	691 Wylie Miller Road 37813	\$500.00	\$144.00					\$144.00	042P	C	008.00
	Total	19		Total:	\$1,347,040.00	\$10,394.12	\$500.00	\$380.00	\$95.00	\$10.00	\$11,379.12			
Running	Total	131			\$8,442,019.00	\$58,952.32	\$2,700.00	\$2,540.00	\$550.00	\$125.00	\$64,867.32			
												ETHRA	Monthly	YTD
												HOMES	0	0
					Total No.	Amount		Total						
				Copies and Miscellaneous		\$0.00		\$0.00						
				Re-Zoning Request	1	\$75.00		\$75.00						
				Variance Request	2	\$50.00		\$100.00						
				Plat Approval	4	\$150.00		\$600.00						
		3 lots or more		Land Disturbance/Development		\$100.00		\$0.00						
				Use on Review	1	\$50.00		\$50.00						
				Refunds				\$0.00						
				Total Collected				\$825.00						
				Running Total Collected				\$6,301.00						
									Total:		\$71,168.32			



LAW OFFICES
CAPPS, CANTWELL, CAPPS & BYRD
P.O. Box 1897
1004 WEST FIRST NORTH STREET
MORRISTOWN, TENNESSEE 37816-1897

PAUL R. CAPPS (1922-2003)

CHRISTOPHER P. CAPPS
DAVID S. BYRD

TELEPHONE: (423) 586-3083
FACSIMILE: (423) 586-0513
WEBSITE: cccblaw.com
E-MAIL: info@cccblaw.com

March 31, 2016

Mr. Bill Brittain, County Mayor
Hamblen County Courthouse
511 West Second North Street
Morristown, TN 37814

**RE: INVOICES FOR LEGAL SERVICES RENDERED ON BEHALF
OF HAMBLEN COUNTY, TENNESSEE - MARCH, 2016**

Dear Bill:

Please find enclosed three (3) invoices representing legal services rendered on behalf of Hamblen County, Tennessee during the month of March, 2016.

As usual, one invoice covers our General/Miscellaneous File, one invoice covers a separate county department and one invoice covers pending litigation.

Please review these invoices, and if you have any questions, please do not hesitate to contact me.

With best regards, I remain,

Very truly yours,

Christopher P. Capps/alg

Christopher P. Capps

CPC/alg

Enclosures

C:\USERS\AMY GREER\DOCUMENTS\PUBLIC FOLDERS\DOCUMENTS\HAMBLEN COUNTY\LETTERS\2016\BRITTAIN BILL\INVOICE\03-31-16.DOCX



Law Office of Capps, Cantwell, Capps, & Byrd

P.O. Box 1897
Morristown, TN 37816-1897

INVOICE

Invoice # 20
Date: 04/01/2016
Due On: 05/01/2016

Hamblen County Government
Hamblen County Courthouse
511 West Second North Street
Morristown, TN 37814

00027-Hamblen County Government

General Account

Type	Date	Description	Quantity	Rate	Total
Service	03/01/2016	Property maintenance meeting	0.60	\$150.00	\$90.00
Service	03/02/2016	E-mail from Bill Brittain re: Garcia, review Garcia jail suit; e-mail from Craig Strand re: Coffey	0.35	\$150.00	\$52.50
Service	03/03/2016	E-mail from and to Craig Strand re: Coffey; e-mails from and to Cindy Dibb re: non profit opinion	0.20	\$150.00	\$30.00
Service	03/04/2016	E-mail from Cindy Dibb re: 3/7 committee meeting	0.05	\$150.00	\$7.50
Service	03/07/2016	Committee meeting	1.50	\$150.00	\$225.00
Service	03/16/2016	E-mails from Bill Brittain re: Highway Department personnel issues; e-mail from Cindy Dibb re: 3/17 commission meeting	0.20	\$150.00	\$30.00
Service	03/17/2016	Commission meeting	1.00	\$150.00	\$150.00
Service	03/21/2016	E-mails from and to Craig Strand re: Garcia	0.10	\$150.00	\$15.00
Service	03/22/2016	Email from Bill Brittain re: sunshine law	0.05	\$150.00	\$7.50
Service	03/23/2016	Emails to and from Bill Brittain re: sunshine law, real estate consulting services agreement and consulting agreement; review consulting agreement	0.50	\$150.00	\$75.00
Service	03/24/2016	Review real estate consulting services agreement	0.20	\$150.00	\$30.00
Service	03/28/2016	Email from Jeff Metzger re: open meeting act question and side waste authority, forward to Bill Brittain, email from Bill	0.20	\$150.00	\$30.00



Service	03/29/2016	Email to Bill Brittain re: open meetings act question and solid waste authority	0.05	\$150.00	\$7.50
				Total	\$750.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
20	05/01/2016	\$750.00	\$0.00	\$750.00	
				Outstanding Balance	\$750.00
				Amount in Trust	\$0.00
				Total Amount Outstanding	\$750.00

Please make all amounts payable to: Law Office of Capps, Cantwell, Capps, & Byrd

Please pay within 30 days.



Law Office of Capps, Cantwell, Capps, & Byrd

P.O. Box 1897
Morristown, TN 37816-1897

INVOICE

Invoice # 23
Date: 04/01/2016
Due On: 05/01/2016

Hamblen County Road Department
511 West Second North Street
Morristown, TN 37814

00055-Hamblen County Road Department

Road Department

Type	Date	Description	Quantity	Rate	Total
Service	03/29/2016	Conference with Barry Poole re: Freighliners	1.25	\$150.00	\$187.50
Total					\$187.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
23	05/01/2016	\$187.50	\$0.00	\$187.50
Outstanding Balance				\$187.50
Amount in Trust				\$0.00
Total Amount Outstanding				\$187.50

Please make all amounts payable to: Law Office of Capps, Cantwell, Capps, & Byrd

Please pay within 30 days.



Law Office of Capps, Cantwell, Capps, & Byrd

P.O. Box 1897
Morristown, TN 37816-1897

INVOICE

Invoice # 22
Date: 04/01/2016
Due On: 05/01/2016

Hamblen County Government
Hamblen County Courthouse
511 West Second North Street
Morristown, TN 37814

00029-Hamblen County Government

Esco R. Jarnagin v. Bill Brittain (salary suit)

Type	Date	Description	Quantity	Rate	Total
Expense	02/24/2016	Reimbursable expense: Parking (depositions)	1.00	\$4.00	\$4.00
Service	03/01/2016	E-mails from and to Lindsey Lyle re: equipment; e-mail from Bill Brittain	0.20	\$150.00	\$30.00
Service	03/02/2016	Phone conference with Greg Brown; left message for Bill Brittain; e-mails from Greg Brown, Bill Brittain and Lindsey Lyle	0.65	\$150.00	\$97.50
Service	03/03/2016	Phone conference with Bill Brittain and Greg Brown; multiple calls to Bill Brittain; e-mails to and from Greg Brown and Jerri Denney	1.35	\$150.00	\$202.50
Service	03/04/2016	Attempted to call Joey Barnard (6x); trip to City Hall and meet with Joey; e-mail from Lindsey Lyle; e-mails to and from Bill Brittain	0.45	\$150.00	\$67.50
Service	03/07/2016	E-mail from Beth Riley re: letter from Grossman; e-mails from and to Greg Brown and Bill Brittain; texts to Greg Brown; phone conference with Russell	0.95	\$150.00	\$142.50
Service	03/08/2016	E-mail from Beth Riley re: letter from Grossman and Dean; e-mails from and to Bill Brittain and Greg Brown; e-mails from and to Chris Field re: meeting	0.45	\$150.00	\$67.50
Expense	03/09/2016	Reimbursable expense: Mileage (76 x \$0.54)	1.00	\$41.04	\$41.04
Service	03/09/2016	E-mail from Beth Riley re: letter from Grossman; e-mail from Nancy Poole re: witness and exhibit lists; e-mails to and from Chris Field re: meeting; e-mail from Greg Brown; forward to Joey Barnard; call to Joey Barnard;	6.30	\$150.00	\$945.00



meeting with Joey Barnard; e-mails from and to Greg Brown; travel to and from Kodak; meeting with Russell, Brown & Lauder; trial preparation; calls to Bill Brittain

Service	03/10/2016	Hearing; e-mails to and from David Byrd	7.55	\$150.00	\$1,132.50
Service	03/11/2016	Hearing; e-mail from Bill Brittain re: judge ruling; e-mail to Greg Brown	7.60	\$150.00	\$1,140.00
Service	03/14/2016	E-mails from and to Greg Brown	0.10	\$150.00	\$15.00
Service	03/15/2016	E-mails to and from Bill Brittain	0.05	\$150.00	\$7.50
Service	03/17/2016	E-mail from Greg Brown re: opinion; e-mail from Kevin Dean and Greg Brown re: opinion	0.10	\$150.00	\$15.00
Service	03/18/2016	Print and read Memorandum Opinion	0.30	\$150.00	\$45.00
Service	03/21/2016	Email from Kevin Dean re: costs and judgment	0.05	\$150.00	\$7.50
Service	03/22/2016	Emails from Greg Brown re: transcript of Larry Miller, s testimony, costs, judgment and case; email from Matthew Grossman re: costs and judgment	0.35	\$150.00	\$52.50
Service	03/23/2016	Email from Matthew Grossman re: judgment; email to Greg Brown and Bill Brittain re: case; email from Greg Brown re: case	0.10	\$150.00	\$15.00
Service	03/24/2016	Emails from Greg Brown, Matthew Grossman and Kevin Dean re: costs and judgment; emails from and to Greg Brown re: case	0.30	\$150.00	\$45.00
Service	03/25/2016	Emails from Greg Brown re: judgment and case	0.15	\$150.00	\$22.50
Service	03/31/2016	Phone conferences with Chris Field; letter to Carolyn Parsons; fax to Carolyn Parsons, Matthew Grossman, Kevin Dean, Greg Brown and Chris Field; e-mails from and to Carolyn Parsons re: hearing date and transcript; e-mails from Matthew Grossman, Chris Field and Jeri Denney re: hearing date	0.80	\$150.00	\$120.00
				Total	\$4,215.04

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
22	05/01/2016	\$4,215.04	\$0.00	\$4,215.04
				Outstanding Balance
				\$4,215.04



Amount in Trust	\$0.00
Total Amount Outstanding	\$4,215.04

Please make all amounts payable to: Law Office of Capps, Cantwell, Capps, & Byrd

Please pay within 30 days.



Thompson & Childress Court Reporters
 Emily A. Headrick
 PO Box 411
 Alcoa, Tennessee 37701
 (865) 281-8220
 Tax ID: 62-1522095

2/19/2016

Christopher P. Capps
 PO Box 1897
 Morristown, TN 37816

PAST DUE

Invoice Number
E021916 450

In Reference: Esco R. Jarnigan
 v
 Bill Brittain
 02/17/16 Deposition of Larry S. Miller

Invoice total: \$1,503.00

Payment due upon receipt. Payment not received within 30 days may be subject to additional fees including late fees, interest, court costs and collection fees.

TO ENSURE THAT YOUR PAYMENT IS PROPERLY CREDITED, PLEASE INCLUDE INVOICE NUMBER(S) ON YOUR CHECK.



MONTHLY AUTOPSIES PENDING REPORT

Hamblen County Coroner

P.O. Box 1479

Morristown, Tennessee 37816-1479

Phone (423): Office/Home; 581-6229 Fax; 289-1262 Cell; 312-6322

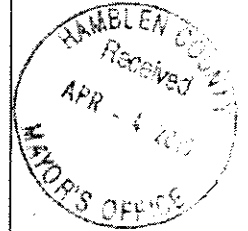
Email: coroner@musfiber.com

April 1, 2016

East Tennessee Regional Medical Examiner

Darinka Mileusnic-Polchan, M.D., M.E.

Fax number: 865-215-8001



In an effort to keep all files current, the following Hamblen County Coroner/Medical Examiner's cases have not been closed pending receipt of the final autopsy report from you as of March 31, 2016. If your records do not match as listed below, please notify me as soon as possible.

#	CASE#	DATE ORDERED	NAME	AGE
1.	16048	02-01-16	Mr. Alfred Miller, Jr.,	48
2.	16059	02-21-16	Mr. Stephen Calgaro,	53
3.	16087	03-02-16	Mrs. Lisa Griffith,	52
4.	16088	03-03-16	Miss. Gracyn Phillips,	3 Months

If I may provide any additional information or assistance please feel free to contact me at any time.

Sincerely,

Eddie R. Davis
Hamblen County Coroner

CC: Hamblen County Mayor & County Commission
Hamblen County Medical Examiner



MONTHLY REPORT
Hamblen County Coroner
P.O. Box 1479

Morristown, Tennessee 37816-1479
Phones (423)Home 581-6229 Fax 289-1262 Cell 301-6322

April 1, 2016


Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were investigated by me during the month of March along with being on call 24/7/365, recording/maintaining statistics, prepare reports, training, assisting, directing and reviewing each call, and the work of all Deputy Coroners and, serving as liaison between Medical Examiner and Pathologist; collecting, preparing and shipping toxicology specimens and reviewing/approving all cremation requests.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	16086	03-02-16	Ms. Marjorie Horner, 86, 5665 Reno Drive
2.	16089	03-03-16	Mrs. Mary Lyons, 68, 2982 Gregg Road
3.	16090	03-04-16	Mr. Frank Anderson, 73, Jefferson City, TN
4.	16091	03-07-16	Mrs. Bertha Miller, 91, 1829 North Liberty Hill Road
5.	16092	03-07-16	Mr. Danny Collins, 62, 1005 West Skyline Drive
6.	16094	03-08-16	Mr. James Cobb, 76, 1691 Mullins Road
7.	16095	03-08-16	Mr. Randy Singleton, 53, 465 Victor Lane
8.	16097	03-09-16	Mr. Raymond Collins, 73, 515 Valley Street
9.	16098	03-09-16	Mrs. Mary Rucker, 95, 229 Eleventh Street
10.	16102	03-12-16	Mr. Paul Niederlander, 85, 4150 Old Kentucky Road
11.	16104	03-12-16	Mr. Glen Branham, 87, Powell, TN
12.	16105	03-13-16	Mr. Jim Mayes, 59, Newport, TN
13.	16107	03-13-16	Mrs. Patricia Greenier, 78, 5144 Copperridge Road
14.	16108	03-14-16	Mrs. Helen Roberts, 78, 1062 Central Church Road
15.	16110	03-16-16	Mr. Jimmy Bowling, 67, Knoxville, TN
16.	16111	03-16-16	Mr. Leroy Einkorn, 65, Thorn Hill, TN
17.	16113	03-18-16	Mrs. Geneva Huskey, 84, 1345 Celeste Drive
18.	16114	03-20-16	Ms. Michael Debates, 70, 891 Fletcher Road
19.	16115	03-22-16	Mrs. Margaret Seals, 71, 1607 Russell Street
20.	16116	03-23-16	Mrs. Lois Rhea, 86, 632 Cedar Creek Road
21.	16119	03-26-16	Ms. Sally B. Haun, 102, 515 West Sunset Hills
22.	16120	03-27-16	Mrs. Vaughnell Mullins, 80, Sneedville, TN
23.	16121	03-28-16	Mrs. Sharon Myers, 77, 2882 Scenic Lake Drive
24.	16122	03-28-16	Mrs. Dorothy Hubbard, 74, 1823 Wooddawn Drive
25.	16123	03-29-16	Mr. James Lingerfelt, 75, 224 West Second North St

If I may ever provide any additional information or assistance, please feel free to contact me at any time on my cell phone 423-312-6322.


Eddie R. Davis
Hamblen County Coroner

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

& Toxicology Samples Collected by Coroner's Office and sent to:
AIT Laboratories, Indianapolis, IN



MONTHLY REPORT

Hamblen County Deputy Coroner
1943 Warrensburg Road
Whiteburg, Tennessee 37891
Phone: 423-736-3961

April 1, 2016

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of March.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	16093	03-08-16	Mrs. Carrie Hackler, 86, White Pine, TN

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

1 Calls X \$40. = \$40.00

Sincerely,

SIGNATURE OF FILE

Paul Baldy
Deputy Coroner

erd/wbl

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

& Toxicology Samples Gathered and Sent to AIT Laboratories, Indianapolis, IN



MONTHLY REPORT

Hamblen County Deputy Coroner
7763 Melanie Circle
Talbott, Tennessee 37877
Phone: 423-586-6310

April 1, 2016

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of March.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	*16087	03-02-16	Mrs. Lisa Griffith, 52, 7253 Cherry Brook Lane
2.	16096	03-08-16	Ms. Mary Moyers, 61, White Pine, TN
3.	16099	03-10-16	Mrs. Mary Senter, 97, 712 Center Street
4.	16101	03-11-16	Mr. Alfred Smith, 73, 527 Randolph Drive
5.	16103	03-12-16	Mr. Mark Hill, 46, 645 Ethel Avenue
6.	16117	03-23-16	Mrs. Judy Oliver, 56, 202 Silver City Road
7.	16118	03-26-16	Mr. Alan Martinson, 56, New Market, TN
8.	16124	03-31-16	Mrs. Onalee Wright, 84, 1839 Fairview Road

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

8 Calls X \$40. = \$320.00

Sincerely,

SIGNATURE ON FILE

Jimmy Peoples
Deputy Coroner

erd/jp

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

6 Toxicology Samples Sent to AIT Laboratories, Indianapolis, IN



MONTHLY REPORT

Hamblen County Deputy Coroner
Post Office Box 577
Russellville, Tennessee 37860-0577
Phone: 423-585-7117

April 1, 2016

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of March.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	16125	03-31-16	Mrs. Dottie Thompson, 73, 848 Willburn Drive

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

1 Calls X \$40. = \$40.00

Sincerely,

SIGNATURE ON FILE

J.R. Thompson, Jr.
Deputy Coroner

erd/wbl

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

& Toxicology Samples Gathered and Sent to AIT Laboratories, Indianapolis, IN



MONTHLY REPORT

Hamblen County Deputy Coroner
1925 Dear Ridge Drive
Morristown, Tennessee 37813
Phone: 423-586-2524

April 1, 2016

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of March.

CALL#	CASE#	DATE	NAME,	AGE,	HOME ADDRESS *1
1.	16085	03-01-16	Mr.		Richard Diamond, 70, Bean Station, TN
2.	*16088	03-03-16	Miss.		Gracyn Phillips, 3 Months, 2133 Brights Pike
3.	16100	03-10-16	Mr.		Carson Coffey, 76, 4382 Danbury Drive
4.	&16106	03-13-16	Mrs.		Dora Antrican, 84, 1331 Slop Creek Road
5.	&16109	03-15-16	Ms.		Sandra Lambert, 55, 2724 Calvin Road
6.	16112	03-16-16	Ms.		Onita Afflick, 74, 5249 Rolling Springs Drive

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

6 Calls X \$40. = \$240.00

Sincerely,

SIGNATURE ON FILE

Todd Giles
Deputy Coroner

erd/jp

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

& Toxicology Samples Sent to AIT Laboratories, Indianapolis, IN





**Report of Budget amendments approved by County Mayor
 during the month of March**

Month MARCH Year 2016

Fund #101

DEPT: ACCOUNTING AND BUDGETING

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	ACCOUNTING AND BUDGETING		
52100.355	Travel	100	
52100.435	Office Supplies		100

Brief Descriptions of issue:
 No New Monies.
 To reclassify appropriations for travel.

Requesting Department

Signature: M. WOOD
 Title: Finance Director
 Date: 3.29.2016

Approval by County Mayor

Signature: Bill Butcher
 Title: County Mayor
 Date: 3-31-2016

For Finance Department Only
 Reviewed by: _____
 Budget Amendment _____



*Report of Budget amendments approved by County Mayor
 during the month of March*

Month MARCH Year 2016

Fund #101

DEPT: CHANCERY COURT

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	CHANCERY COURT		
53400.348	Postal Charges	507	
53400.307	Communication		507

Brief Descriptions of issue:

No New Monies.
 To reclassify appropriations for postal charges.

Requesting Department

Signature: _____

Title: _____

Date: _____

Approval by County Mayor

Signature: _____

Title: _____

Date: _____

For Finance Department Only:

Reviewed by: MW

Budget Amendment 101-030



Hamblen County Commission
Finance Committee
Information Purposes Only



Report of Budget amendments approved by County Mayor during the month of March

Month MARCH Year 2016

Fund #101

DEPT: ELECTION COMMISSION

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	ELECTION COMMISSION		
51500.332	Legal Notices, Recording, and Court Costs	2,000	
51500.349	Printing, Stationery, and Forms		500
51500.719	Office Equipment		1,500

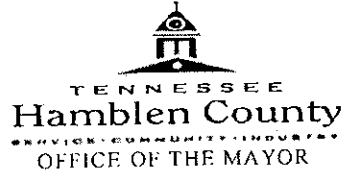
Brief Descriptions of issue:
No New Monies.
To reclassify appropriations for additional legal notices incurred due to issue at the East High precinct.

Requesting Department
Signature: Jeff Sandner
Title: AOE
Date: 3-11-2016

Approval by County Mayor
Signature: Bill Burtner
Title: County Mayor
Date: 3-11-2016

For Finance Department Only:
Reviewed by: mw
Budget Amendment 101-031





Report of Budget amendments approved by County Mayor during the month of March

Month MARCH Year 2016

Fund #101

DEPT: ELECTION COMMISSION

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	ELECTION COMMISSION		
51500.348	Postal Charges	1,000	
51500.312	Contracts with Private Agencies		1,000

Brief Descriptions of issue:
No New Monies.
To reclassify appropriations for postal charges.

Requesting Department

Signature: *Jeffrey Gardner*
 Title: AOE
 Date: 3-31-2016

Approval by County Mayor

Signature: *Bill Burtain*
 Title: County Mayor
 Date: 3-31-2016

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment _____



Hamblen County Commission
 Finance Committee
 Information Purposes Only



Report of Budget amendments approved by County Mayor during the month of March

Month MARCH Year 2016

Fund #101

DEPT: SHERIFF'S DEPARTMENT

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	SHERIFF'S DEPARTMENT		
54110.348	Postal Charges	500	
54110.599	Other Charges		500

Brief Descriptions of issue:
 No New Monies.
 To reclassify appropriations for postal charges.

Requesting Department

Signature: [Handwritten Signature]
 Title: Executive Assistant
 Date: 3-29-16

Approval by County Mayor

Signature: [Handwritten Signature]
 Title: County Mayor
 Date: 3-29-16

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment _____



**Report of Budget amendments approved by County Mayor
 during the month of March**

Month MARCH Year 2016

Fund #101 DEPT: SHERIFF'S DEPARTMENT

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	SHERIFF'S DEPARTMENT		
54110.355	Travel	3,000	
54110.599	Other Charges		3,000

Brief Descriptions of issue:
 No New Monies.
 To reclassify appropriations for travel.

Requesting Department
 Signature: *Deeeri Hammond*
 Title: *Executive Assistant*
 Date: *3-29-16*

Approval by County Mayor
 Signature: *Bill Burtain*
 Title: *County Mayor*
 Date: *3-29-16*

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment _____



**Motion by John Smyth, seconded by Stancil Ford to
Add items to the Regular Calendar.**

- 1. Approval to apply for FY16 Homeland Security Grant
(EMA- Chris Bell)**
- 2. Budget Amendment Jail \$8,000**
- 3. Budget Amendment County Clerk's Office \$2,330**
- 4. Budget Amendment County Clerk's Office \$25,000**

Voting For

Larry Carter	Joe Huntsman
Hubert Davis	Doe Jarvis
Rick Eldridge	Howard Shipley
Randy DeBord	John Smyth
Stancil Ford	Johnny Walker
Tim Goins	Dana Wampler
Herbert Harville	Taylor Ward

REGULAR CALENDAR

Order #	Vote	Item
1		<u>Recognition/Presentations/Proclamations (Commission Chairman Rick Eldridge)</u> a. Years of Service
2		<u>Public Comment Regarding Business of the Agenda Only (Commission Chairman Rick Eldridge)</u>
3	Vote OTB	<u>Appointments and Nominations (Commission Chairman Rick Eldridge)</u> a. Hamblen County Board of Equalization – One Member from Districts 5, 6, 12, 13, and 14 (Off the Board)
4		<u>Public Official Bonds (Commission Chairman Rick Eldridge)</u> a. None
5	Vote Vote	<u>Calendar and Rules Committee Report (Chairman John Smyth)</u> a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items
6	Vote	<u>Approval of Consent Calendar (Commission Chairman Rick Eldridge)</u> a. Consent Calendar
7	Vote	<u>Jail Study Committee (Chairman Dana Wampler)</u> a. Contract for Architectural Planning and Design Services
8	Vote Vote Vote Vote Vote Vote Vote Vote Vote Vote Vote Vote Vote Vote	<u>Finance Committee (Chairman Herbert Harville)</u> a. Approval of Monthly Checks – March 2016 b. Resolution to Appropriate Funds for the Jail/Justice Center Project c. Budget Amendment 1. Fund #101 – Public Safety Projects 2. Fund #101 - Juvenile d. Annual Debt Report for Fiscal Year Ending June 30, 2016 e. Resolution Authorizing LPRF Grant Application for Improvements at Cherokee Park f. Resolution Authorizing Rural Tourism Development Grant Application g. Health Department Memorandum of Agreement (Tobacco Settlement Grant) 1. Cherokee Health Systems 2. Morristown Parks and Recreation Department 3. Coordinated School Health Program of the Hamblen County Board of Education h. Real Estate Services Contract i. Justice Benefits Inc. Contract Renewal
9	Vote	<u>Public Services Committee (Chairman Howard Shipley)</u> a. County Clerk Satellite Office
10		<u>Public Comment – General (Commission Chairman Rick Eldridge)</u>
11		<u>Announcements / Informational Items / Upcoming Meeting Dates (Commission Chairman Rick Eldridge)</u> a. May 5, 2016 – <i>Budget Committee – Budget Overview Presentation</i> 4:00 p.m. – Courthouse Large Courtroom b. May 9, 2016 – <i>Committee Meetings:</i> 11:30 a.m. – Health Dept. Conference Room c. May 19, 2016 – <i>County Commission Meeting:</i> 5:00 p.m. – Courthouse Large Courtroom d. May 20, 2016 – Hamblen County High School Graduations - WSCC Expo Center
12		<u>Adjournment (Commission Chairman Rick Eldridge)</u>



Jail Study Contract

Motion by Dana Wampler, seconded by Howard Shipley to approve Phase One (\$117,870) and Phase Two (\$67,500) of the contract with Mosley Architect to provide Architectural Planning and Design Service for the Hamblen County Jail/Justice Center project.

Chair R. Eldridge	YES
S. Ford	YES
J. Walker	NO
R. Debord	YES
H. Davis	YES
H. Harville	YES
J. Huntsman	YES
L. Carter	YES

vacant	Absent
T. Ward	NO
J. Smyth	YES
T. Goins	YES
D. Wampler	(M) YES
L. Jarvis	YES
VChair H. Shipley	(2) YES

7.a.

Passed (12 YES - 2 NO - 0 ABS - 1 Absent)

Majority Vote >

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-ninth day of March in the year Two Thousand Sixteen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Hamblen County
511 West Second North Street
Morristown, Tennessee 37814
Telephone Number: (423) 586-1931

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:

(Name, legal status, address and other information)

Moseley Architects P.C.
11430 North Community House Road
Suite 225
Charlotte, North Carolina 28277
Telephone Number: (704) 540-3755

for the following Project:

(Name, location and detailed description)

Jail and Justice Center
Hamblen County, Tennessee

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

~~EXHIBIT A INITIAL INFORMATION~~

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article ~~1 and in optional Exhibit A, 1,~~ Initial Information:

~~(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state (State below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)~~

This Agreement is based on the following information.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

1.1.1 PROJECT INFORMATION

1.1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

To be determined in Phase 1 of Architect's services in accordance with Architect's proposal letter dated March 31, 2016, attached hereto as Exhibit A.

§1.1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To be determined in Phase 2 of Architect's services in accordance with Architect's proposal letter dated March 31, 2016, attached hereto as Exhibit A.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software April 26, 2016. Copyright © 2016. Order No. 7097452434_1 which expires on 04/22/2016, and is not for resale.

User Notes:

(1513322582)

§ 1.1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

To be determined

§ 1.1.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

To be determined

§ 1.1.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

A stipulated sum construction contract with a single Contractor pursuant to competitive bidding.

§ 1.1.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Not Applicable

1.1.2 PROJECT TEAM

§ 1.1.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

Mr. Bill Brittain, County Manager
Hamblen County
511 West Second North Street
Morristown, Tennessee 37814
Telephone Number: (423) 586-1931

§ 1.1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Not Applicable

§ 1.1.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

Not Applicable

§ 1.1.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Daniel R. Mace, AIA, Vice President
Moseley Architects P.C.
11430 North Community House Road
Suite 225
Charlotte, North Carolina 28277
Telephone Number: (704) 540-3755

§ 1.1.2.5 The Architect will retain the consultants identified in Sections 1.1.2.5.1 and 1.1.2.5.2.
(List discipline and, if known, identify them by name and address.)

§ 1.1.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

Init.

Moseley Architects P.C.

.2 Mechanical Engineer

Moseley Architects P.C.

.3 Electrical Engineer

Moseley Architects P.C.

.4 Civil Engineer

McGill Associates
2240 Sutherland Avenue
Suite 2
Knoxville, Tennessee 37919

.5 Design for food facilities

Foodesign Associates, Inc.
5828 Oak Drive
Charlotte, North Carolina 28227

.6 Acoustics

Not Applicable

.7 Technology

Not Applicable

.8 Roofing

Not Applicable

§ 1.1.2.5.2 Consultants retained under Additional Services:

Not Applicable

§ 1.1.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

Not Applicable

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined as Project progresses

.2 Substantial Completion date:

To be determined as Project progresses

Init.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no warranties, either express or implied, with respect to services provided under this Agreement.

§ 2.2.1 Subject to the standard of care set forth in Section 2.2 for applying professional judgment to the information used or relied upon, Architect and its Consultants may use and rely upon design elements, technical standards, test results, and all other information ordinarily or customarily furnished or published by others, including, but not limited to, specialty contractors, manufacturers, fabricators, and suppliers.

§ 2.2.2 By training and experience, the Architect does not possess the expertise to assess the environmental and human health impacts of varying types and quantities of substances contained in building products. To the extent the Architect collects product manufacturer materials disclosing product contents, the Owner acknowledges that it is not relying upon the Architect for any analysis of material composition or the human or environmental health impacts of specific material selections. The Architect shall be entitled to rely exclusively on information furnished by manufacturers and material suppliers. The Owner acknowledges that the Architect does not possess the expertise to (1) evaluate the specific chemical composition of products or materials, (2) recognize that a product includes any particular chemicals or substances, or (3) evaluate the information furnished by the manufacturers or material suppliers, in order to determine the environmental and human health impacts of varying types and quantities of substances contained in building products. To the extent the Owner requires such analysis, any assessments or evaluations of this kind shall be conducted by a toxicologist or other trained professionals retained by the Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each occurrence \$1,000,000.00, general aggregate \$2,000,000.00

.2 Automobile Liability

Combined single limit \$1,000,000.00

.3 Workers' Compensation

As required by statute and Employer's liability with a \$500,000 limit

.4 Professional Liability

Claims-made basis, \$1,000,000.00 per claim, and \$1,000,000.00 aggregate.

Init.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary architectural, landscape architectural, structural, mechanical, civil, and electrical engineering services. Services not set forth in this Article 3 are Additional Services. Article 3 are Additional Services.

Architect's Phase 1 Services

Architects' Phase 1 Services shall consist of a Functional and Space Program Development document. Architect will use data collected by Owner and input from various County leaders to begin pre-architectural program development, functional and space programming. This document will summarize the functions that will take place in the building(s), where the functions will take place, the amount of space needed and an estimated budget to build, equip, and staff the space estimated to meet the Owner's need for the next 25-30 years. Current jail contracted services (food service, commissary, phone, inmate medical, etc.) will be evaluated for staffing and operational/budgetary efficiencies.

Architect's Phase 2 Services

Architect's Phase 3 Services shall consist of an evaluation of the current justice center to determine the feasibility of adding space for corrections / court systems / law enforcement (sheriff) functions to the current site and neighboring properties that will meet the needs outlined in the Phase 1 document. This analysis will consider the personnel and all fixed costs involved in operating additional facilities at the same location. Phase 2 services will also include analyzing and comparing other possible sites for a justice center of jail facility using the same criteria regarding the total space needs for corrections, court systems and law enforcement and the total development and operational costs.

Architect's Phase 3 Services, upon mutual agreement and written authorization of Owner

Once a site is selected, Phase Three of the Project will involve Architect preparing schematic design documents for the Owner to approve followed by Construction Documents from which the Project will be bid. Architect will coordinate the bidding of the Project and the award of the construction contract. Upon Owner approval to move forward with construction, Architect will assist the Owner with overseeing the construction of the facility. Additional services to be negotiated if needed/desired include Transition, Training, and Activation services, Policy and Procedure and PREA consulting, Interior FF&E Design, LEED and Energy Analytics, and enhanced "full-time" Construction Administration.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if ~~necessary~~, necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES, upon mutual agreement and written authorization of Owner

~~§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES, upon mutual agreement and written authorization of Owner

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. ~~The~~ If requested by the Owner, the Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

Init.

§ 3.3.3 The Architect shall submit the Design Development Documents ~~documents~~ to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES ~~CONSTRUCTION DOCUMENTS PHASE SERVICES, upon mutual agreement and written authorization of Owner~~

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES ~~BIDDING PHASE SERVICES, upon mutual agreement and written authorization of Owner~~

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals;~~ competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

Init.

~~§ 3.5.3.2~~ The Architect shall assist the Owner in obtaining proposals by

- ~~1~~ procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- ~~2~~ organizing and participating in selection interviews with prospective contractors; and
- ~~3~~ participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

~~§ 3.5.3.3~~ The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

~~§~~

~~§~~

~~§~~

~~§~~

§ 3.6 CONSTRUCTION PHASE SERVICES~~CONSTRUCTION PHASE SERVICES, upon mutual agreement and written authorization of Owner~~

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

Init.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of ~~either the Owner or Contractor.~~ the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of ~~other~~ information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. ~~The Architect shall review Shop Drawings - Contractor's design professional shall verify the accuracy, adequacy, and suitability of the performance and design criteria. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the~~

Init.

Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, ~~certifications~~ certifications, statements confirming performance and design criteria and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	To be provided as Part of Phase 1 Basic Services
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect,	To be provided as Part of Phase 2 Basic Services
§ 4.1.6 Building Information Modeling (B202™-2008) information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect,	Upon mutual agreement and written authorization of Owner upon conclusion of Phase 1 and Phase 2 of Architect's Services
§ 4.1.8 Landscape design	Architect	Upon mutual agreement and written authorization of Owner upon conclusion of Phase 1 and Phase 2 of Architect's Services
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	Architect	Upon mutual agreement and written authorization of Owner upon conclusion of Phase 1 and Phase 2 of Architect's Services
§ 4.1.12 On-site Project Representation (B207™-2008)		
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record-As-designed record drawings	Not Provided	
§ 4.1.15 As-Constructed Record-As-constructed record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect	Upon mutual agreement and written authorization of Owner upon conclusion of Phase 1 and Phase 2 of Architect's Services
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Architect	Upon mutual agreement and written authorization of Owner upon conclusion of Phase 1 and Phase 2 of Architect's Services
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2007)	Architect	Upon mutual agreement and written authorization of Owner upon conclusion of Phase 1 and Phase 2 of Architect's Services
§ 4.1.24 LEED® Certification (B214™-2012)		
§ 4.1.25 Fast-track design services	Architect	

§ 4.1.26 Historic Preservation (B205™-2007)	Architect	
§ 4.1.27 Furniture Design (B253™-2007)	Architect, Owner or Not Provided	Upon mutual agreement and written authorization of Owner upon conclusion of Phase 1 and Phase 2 of Architect's Services
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007) § 4.1.28 Training, Transition, PREA Policies	Architect	Upon mutual agreement and written authorization of Owner upon conclusion of Phase 1 and Phase 2 of Architect's Services
§ 4.1.29 Training,	Architect	Upon mutual agreement and written authorization of Owner upon conclusion of Phase 1 and Phase 2 of Architect's Services

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.2.1 LEED CERTIFICATION SERVICES OF ARCHITECT, upon mutual agreement and written authorization of Owner

§ 4.2.1.1 GENERAL

§ 4.2.1.1.1 The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team, and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 4.2.1.1.2 The Architect shall submit U.S. Green Building Council's (USGBC's) Leadership in Energy and Environmental Design (LEED) certification documentation to the Owner at intervals appropriate to the LEED certification process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the LEED Certification Services.

§ 4.2.1.1.3 The Owner and Architect mutually acknowledge that a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) green-building rating system. The Owner understands that the Project cannot achieve LEED certification until after Substantial Completion of construction and will be subject to the LEED-certification processes and procedures as determined by the Green Building Certification Institute (GBCI). These processes and procedures are outside the control of the Architect, may not be uniformly implemented and may be subject to change at any time. Accordingly, Substantial Completion of construction does not include award of the LEED certification or verification that the Owner's sustainability objectives have been met. Further, LEED certification will require input and effort from the Owner, as well as from other consultants, contractors and other parties associated with the Project that are not parties to this Agreement. The Architect shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Architect makes no warranty or assurance that LEED certification will be attained for or by the Project.

§ 4.2.1.1.4 The Project may incorporate design strategies and/or components intended to result in energy and water consumption and operating costs below certain "baseline" amounts or standards established for similar facilities by various entities. Both the Owner and the Architect agree and acknowledge that, due to variables beyond the control of the Architect and the Architect's consultants, including but not limited to limitations of predictive computer modeling, weather, the actions of building occupants and users, and the Owner's maintenance practices, the Architect cannot and does not guarantee that any goals, projections, and/or estimates discussed or established, either orally or in writing, will actually be met or experienced.

§ 4.2.1.2 PREDESIGN WORKSHOP

The Architect shall conduct a predesign workshop with the Owner, the Owner's consultants, and the Architect's consultants at which the participants will review the LEED Green Building Rating System. The participants will also examine each LEED credit utilizing the appropriate Green Building Rating System Project Checklist as a template for

Init.

establishing green building goals, identify potential LEED points, examine strategies for implementation, assess the impact on the Owner's program and budget, and determine the LEED points to be targeted.

§ 4.2.1.3 LEED CERTIFICATION PLAN

§ 4.2.1.3.1 The Architect shall prepare a LEED Certification Plan based on the LEED points targeted. The LEED Certification Plan will describe the LEED certification process and may contain a description of the green building goals established, LEED points targeted, implementation strategies selected, list of participants and their roles and responsibilities, description of how the plan is to be implemented, certification schedule, specific details about design reviews, list of systems and components to be certified, and certification documentation required.

§ 4.2.1.3.2 Subject to Section 4.2.1.9 the Architect shall revise the LEED Certification Plan as the design and construction of the Project progresses to reflect any changes approved by the Owner.

§ 4.2.1.4 LEED CERTIFICATION DOCUMENTATION

§ 4.2.1.4.1 The Architect shall organize and manage the LEED design documentation and certification process, and shall prepare a basis of design narrative.

§ 4.2.1.4.2 The Architect shall review the LEED certification process and regularly report progress to the Owner.

§ 4.2.1.4.3 The Architect shall provide the services of LEED accredited professionals necessary for certification of the Project.

§ 4.2.1.4.4 The Architect shall register the Project with the USGBC. Registration and certification fees charged by the USGBC shall be a reimbursable expense.

§ 4.2.1.4.5 Subject to Section 4.2.1.9 and 4.3.3, the Architect shall prepare submittals for Credit Rulings from the USGBC for interpretation of credit language, principles, or implementation strategies. Credit Ruling fees charged by the USGBC shall be a reimbursable expense.

§ 4.2.1.4.6 Subject to Section 4.2.1.9 and 4.3.3, the Architect shall prepare and submit a LEED Certification Application for the Project to the USGBC, including required calculations and documentation for each LEED credit claimed, in accordance with the LEED Certification Plan.

§ 4.2.1.4.7 Subject to Section 4.2.1.9 and 4.3.3, the Architect shall prepare responses and submit additional documentation required by comments or questions received from the USGBC after review of the original submission for certification.

§ 4.2.1.5 LEED CERTIFICATION SPECIFICATIONS

The Architect shall provide specifications that incorporate LEED requirements for inclusion in the Contract Documents. The Contract Documents shall define the Contractor's responsibilities and documentation requirements related to LEED certification, including Construction Waste Management, Construction Indoor Air Quality, and obtaining materials and indoor environmental quality credits.

§ 4.2.1.6 LEED CERTIFICATION SERVICES DURING BIDDING

§ 4.2.1.6.1 The Architect shall conduct a pre-bid meeting to review the differences between current standard construction practices and LEED principles, procedures, requirements, and the responsibilities of Contractor, relating to performance and documentation of LEED-related parts of the Work.

§ 4.2.1.6.2 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents related to LEED certification in the form of addenda.

§ 4.2.1.6.3 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare addenda identifying approved substitutions related to LEED certification.

Init.

§ 4.2.1.6.4 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any, related to LEED certification.

§ 4.2.1.7 LEED CERTIFICATION SERVICES DURING CONTRACT ADMINISTRATION

§ 4.2.1.7.1 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents related to LEED certification. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 4.2.1.7.2 If deemed appropriate by the Architect, the Architect shall, on the Owner's behalf, prepare, reproduce and distribute supplemental Drawings, Specifications and information in response to requests for information by the Contractor related to LEED certification.

§ 4.2.1.7.3 Subject to Section 4.2.1.9 and 4.3.3, the Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in writing, to become generally familiar with and to keep the Owner informed about the progress of the portions of the Work related to LEED certification. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not have control over, charge of, or be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.1.7.4 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 4.2.1.7.5 Subject to Section 4.2.1.9 and 4.3.3, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with requirements for LEED certification. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Owner's consultants or Contractor, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.1.7.6 The Architect shall review properly prepared, timely requests by the Owner, Owner's consultants or Contractor for changes in the Work related to LEED certification. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements for LEED certification, the Architect shall recommend an order for a minor change in the Work be issued or recommend to the Owner that the requested change be denied.

§ 4.2.1.7.7 If the Architect determines that implementation of the requested changes would result in a material change to the LEED certification, the Architect shall notify the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall make a recommendation to the Owner regarding the implementation of the requested changes.

§ 4.2.1.8 FINAL LEED CERTIFICATION REPORT

The Architect shall prepare a Final LEED Certification Report documenting the LEED rating the Project achieved, including the LEED Certification Plan, LEED Certification Documentation submitted, LEED Certification Reviews received from the USGBC, together with the specific LEED points that the Project is recognized as having received, all clarifications or interpretations of credits, and any re-certification requirements.

§ 4.2.1.9 LIMITS ON LEED CERTIFICATION SERVICES

§ 4.2.1.9.1 The Architect shall provide LEED Certification Services up to the limits set forth below. When the limits below are reached, the Architect shall notify the Owner and additional compensation for any services beyond the limits set forth below shall be negotiated at such time as services are required:

- .1 Two (2) revisions to the LEED Certification Plan
- .2 Ten (10) meetings during development of the design and Contract Documents
- .3 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .4 Ten (10) visits to the site by the Architect over the duration of the Project during construction
- .5 Three (3) submittals to the USGBC
- .6 Three (3) responses to the USGBC's comments and questions

§ 4.2.1.9.2 To avoid delay, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. Compensation for such services shall be in addition to the compensation defined herein for LEED Certification Services, and shall be negotiated at such time as the services are required. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .4 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 Evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 Evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom; or
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner.

§ 4.2.1.10 OWNER'S RESPONSIBILITIES - LEED SERVICES OF ARCHITECT

§ 4.2.1.10.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including system requirements and relationships, special equipment and site requirements.

§ 4.2.1.10.2 The Owner shall provide to the Architect data necessary for the LEED Certification Services which may include design Drawings, Construction Documents, record drawings, shop drawings and other submittals, operation and maintenance manuals, master plans, operation costs, operation budgets, pertinent records relative to historical building data, building equipment and furnishing and repair records.

§ 4.2.1.10.3 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to provide the LEED Certification Services. The personnel shall conduct tours and walk-throughs and explain the facility's original, current and anticipated future use.

§ 4.2.1.10.4 The Owner shall furnish the services of design consultants, testing agencies, and contractor necessary to allow the Architect to provide the LEED Certification Services.

§ 4.2.2 FURNITURE DESIGN SERVICES OF ARCHITECT, upon mutual agreement and written authorization of Owner

§ 4.2.2.1 GENERAL

§ 4.2.2.1.1 The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 4.2.2.1.2 The Architect shall prepare, and periodically update, a schedule that identifies milestone dates for decisions required by the Owner, services furnished by the Architect and completion of documentation to be provided by the Architect. The Architect shall coordinate the Furniture Design Services schedule with the Owner's Project schedule.

§ 4.2.2.1.3 The Architect shall submit documents to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely upon approvals received from the Owner to complete the Furniture Design Services.

§ 4.2.2.1.4 Except with the Owner's knowledge and consent, the Architect shall not (1) accept trade discounts, (2) have a significant financial interest, or (3) undertake any activity or employment or accept any contribution if it would reasonably appear that such activity, employment, interest or contribution could compromise the Architect's professional judgment.

§ 4.2.2.2 PROGRAMMING PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 4.2.2.2.1 The Architect shall consult with representatives of the Owner to review the applicable requirements of the Project in order to understand the goals and objectives of the Owner with respect to their impact on the Owner's furniture requirements.

§ 4.2.2.2.2 The Architect shall assist the Owner in the preparation of a budget for the Work.

§ 4.2.2.2.3 The Architect shall gather information furnished by the Owner's designated representatives to aid the Architect in understanding the Owner's furniture requirements.

§ 4.2.2.2.4 The Architect shall develop personnel space standards based upon an evaluation of the existing conditions at the Owner's facilities, and the functional requirements and standards of the Owner. Personnel space standards shall take into consideration the design and layout of furniture system workstation environments, if applicable. The proposed space standards shall be submitted for the Owner's review and approval.

§ 4.2.2.2.5 The Architect shall develop a general understanding of the Owner's equipment requirements, including data, telecommunications, and reproduction equipment related to furniture.

§ 4.2.2.2.6 The Architect shall prepare a written summary of observations and make recommendations with respect to the planning of the facility for the Owner's review and approval.

§ 4.2.2.4 SCHEMATIC DESIGN PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 4.2.2.4.1 Based on the approved written program, the Architect shall prepare the design concept for the furniture of the Project, indicating types and quality.

§ 4.2.2.4.2 The Architect shall review with the Owner alternative designs and methods for procurement of the furniture.

§ 4.2.2.4.3 The Architect shall assist the Owner in the preparation of a preliminary Project schedule and estimate of the Cost of the Work.

§ 4.2.2.4 DESIGN DEVELOPMENT PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 4.2.2.4.1 Based on the approved Schematic Design, the Architect shall obtain product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation.

§ 4.2.2.4.2 The Architect shall illustrate the design character of the Project. Such illustrations may include drawings, plans, elevations, renderings, photographs, and samples of actual materials, colors and finishes.

§ 4.2.2.4.3 The Architect shall assist the Owner in the preparation of adjustments to the preliminary schedule and estimate of the Cost of the Work.

§ 4.2.2.5 CONTRACT DOCUMENTS PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 4.2.2.5.1 Based on the approved Design Development drawings and other documents, including schedule and estimate of the Cost of the Work, the Architect shall prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishings and equipment for the Project.

§ 4.2.2.5.2 The Architect shall assist the Owner in the preparation of the necessary Quotation Documents.

§ 4.2.2.6 QUOTATION PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 4.2.2.6.1 The Architect shall assist the Owner in establishing a list of proposed vendors for furniture..

§ 4.2.2.6.2 The Architect shall assist the Owner in obtaining quotations for furniture.

§ 4.2.2.6.3 The Architect shall prepare written responses to questions from vendors preparing quotations and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.

§ 4.2.2.6.4 The Architect shall assist the Owner in the review of quotations including conformance with the design concept expressed in the Contract Documents.

§ 4.2.2.6.5 Quotation Documents include the Quotation Requirements and the proposed Contract Documents.

§ 4.2.2.6.6 The Architect shall assist the Owner in awarding and preparing agreements with vendors.

§ 4.2.2.6.7 If the Owner and Architect agree that the Architect will purchase furniture on behalf of the Owner with funds provided by the Owner, the duties and compensation related to such Additional Services shall be set forth in a separate agreement.

§ 4.2.2.7 CONTRACT ADMINISTRATION PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 4.2.2.7.1 The Architect shall provide administration of the contracts for furniture as set forth below..

§ 4.2.2.7.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for any failure of a Vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.

§ 4.2.2.7.3 The Architect shall review and approve or take other appropriate action upon a Vendor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 4.2.2.7.4 As the buyer of goods, the Owner shall receive, inspect, and accept or reject furniture at the time of their delivery to the premises and installation unless otherwise agreed. The Architect is not authorized to act as the Owner's agent in contractual matters.

§ 4.2.2.7.5 The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture is in accordance with the requirements of the Contract Documents. The Architect may recommend to the Owner acceptance or rejection of furniture.

§ 4.2.2.7.6 The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation to become generally familiar with the progress and quality of the portion of the Work completed, and to

Init.

determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall not have control over, charge of, or be responsible for the means, methods, techniques, sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 4.2.2.8 OWNER'S RESPONSIBILITIES – FURNITURE DESIGN SERVICES OF ARCHITECT

§ 4.2.2.8.1 The Owner shall be responsible for negotiations and obligations of the lease, if any, and shall serve as the contact with the lessor. The Owner shall provide information contained in the lease and lessor correspondence relevant to the Project.

§ 4.2.2.8.2 The Owner shall be responsible for the relocation or removal of existing furniture and the contents from the facility, otherwise provided in this Agreement.

§ 4.2.2.8.3 The Owner shall establish and update an overall budget for the furniture for the Project, and the Owner's other costs and reasonable contingencies related to all of these costs. The Cost of this portion of the Work shall be the total cost including applicable taxes or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect. A reasonable allowance for contingencies shall be included for market conditions at the time of quotations and for changes in the Work. The Cost of the Work does not include the compensation of the Architect and Architect's consultants, the costs of financing or other costs that are the responsibility of the Owner.

§ 4.2.3 ENERGY MODELING, upon mutual agreement and written authorization of Owner

§ 4.2.3.1 The Architect shall develop an energy model to calculate the potential annual energy usage of the Project in accordance with Appendix G of ASHRAE Standard 90.1.

§ 4.2.3.2 The energy model shall be developed using a commercially available simulation program, such as Carrier HAP, Trane Trace, DOE 2.1, or other acceptable software to the Architect.

§ 4.2.3.3 The energy model will not predict actual energy consumption or costs for the Project after construction. Actual consumption and costs will differ from the energy model calculations due to variations which are not under the control of the Architect or known to the Architect at the time the energy model was prepared, such as fluctuating occupancy rates, actual building operation and maintenance procedures and schedules, varying weather conditions, unanticipated energy use not covered by the modeling, changes in energy rates between design of the Project and beneficial occupancy, and the precision of the calculation tool.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, the Architect may suspend performance of the Additional Services, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~()~~ Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 To be determined () visits to the site by the Architect over the duration of the Project during construction
- .3 ~~() inspections~~ One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~() inspections~~ One (1) inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including ~~a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.~~ Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

Init.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.9.1 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any defect(s) or suspected defect(s) in the Architect's professional services or Instruments of Service, so that the Architect may be afforded the opportunity to address such alleged defect(s). The Owner shall include in the Owner/Contractor Agreement a similar notification requirement on the part of the Contractor. Failure by the Owner or the Contractor to promptly notify the Architect in writing of the discovery or suspicion of such defect(s) shall relieve the Architect of liability for any damages caused by the defect(s) in excess of the damages that would have been incurred if the Owner and/or Contractor had given prompt notification to the Architect when such defect(s) were first discovered or suspected by the Owner and/or Contractor, and the Architect had promptly corrected such defects.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

Init.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Owner shall advise and provide to the Architect specification criteria that identify those chemicals or substances that the Owner desires the Architect to avoid when specifying products to be included in the improvements being designed for the Owner. The Architect shall endeavor to specify products from manufacturers that have made information disclosing product contents publically available, and shall further endeavor, based solely on a review of the information furnished by the manufacturers and material suppliers, to avoid specifying products that contain the substances identified by the Owner. The Architect shall be entitled to rely exclusively on information furnished by manufacturers and material suppliers. The Owner acknowledges that the Architect does not possess the expertise identified under Section 2.2.2. Accordingly, the Owner warrants that it will retain a chemist, toxicologist, or other qualified professional to determine the environmental and human health impacts of varying types and quantities of substances contained in building products or to make other assessments required by the Owner: (Insert, or attach as an exhibit, a list of substances that the Architect shall endeavor to avoid specifying or reference a published list of such substances.)

§ 5.14 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, ~~through no fault of the Architect,~~ the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

Init.

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 Inasmuch as the renovation of an existing building requires that certain assumptions be made regarding existing conditions, the Architect shall not be responsible for additional construction cost or other damages due to hidden conditions in an existing building which are uncovered during the progress of the construction, and which could not have been reasonably anticipated or known.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner ~~warrant~~ agree that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of full payment of all sums due or anticipated to be due Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other Instruments of Service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than ~~10~~5 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

~~Arbitration pursuant to Section 8.3 of this Agreement~~

Litigation in a court of competent jurisdiction

Other (Specify)

Init.

§ 8.3 ARBITRATION

~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 9.7. due.~~

§ 9.7 ~~Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 located.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction. No headings or numbering of Sections or Paragraphs in This Agreement shall be interpreted or construed to change or modify the duties and obligations of Owner or Architect.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. other.~~

§ 10.3.1 Notwithstanding Section 10.3, the Owner may propose an assignment of its rights and responsibilities under this Agreement to a third party, including a lender, when the following conditions have been met: prior to any assignment, the Owner and the Owner's proposed assignee shall furnish to the Architect reasonable evidence that arrangements have been made by the proposed assignee to fulfill all of the Owner's obligations, including financial obligations, under this Agreement. If the Architect has no reasonable objection to the proposed assignment, the Owner may then assign the Agreement. Any expense incurred by the Architect as a result of the assignment shall be considered as an Additional Service and compensated in accordance with this Agreement. If the Architect has reasonable objections, the Owner shall endeavor to resolve all such objections and obtain the Architect's acceptance prior to assigning the Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this Paragraph.

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Init.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation for Architect's Phase 1 Services shall be the lump sum of One Hundred Seventeen Thousand, Eight Hundred Seventy and 00/100 Dollars (\$117,870.00).

Compensation for Architect's Phase 2 Services shall be the lump sum of Sixty-seven Thousand, Five Hundred and 00/100 Dollars (\$67,500.00).

Compensation for Phase 3 Services (Schematic Design, Design Development, Construction Documents, Bidding, and Construction Contract Administration Phase Services) shall be a lump-sum amount based upon the approved construction project budget established during Phase One and Phase Two Services. Basic architectural and engineering services will be determined at the time that Phase 3 is approved to proceed.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As mutually agreed as Additional Services are required.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As mutually agreed as Additional Services are required.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (—%)~~, 20 percent (20%), or as otherwise stated below:

§ 11.5 ~~Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the~~
The compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (—)	(%)
Design Development Phase	percent (—)	(%)
Construction Documents Phase	percent (—)	(%)
Bidding or Negotiation Phase	percent (—)	(%)
Construction Phase	percent (—)	(%)
Total Basic Compensation	one-hundred percent (—)	100 (%)

Init.

<u>Schematic Design Phase</u>	<u>15%</u>
<u>Design Development Phase</u>	<u>20%</u>
<u>Construction Documents Phase</u>	<u>40%</u>
<u>Bidding or Negotiation Phase</u>	<u>5%</u>
<u>Construction Phase</u>	<u>20%</u>
<u>Total Basic Compensation</u>	<u>100%</u>

~~§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

SCHEDULE OF HOURLY BILLING RATES
CALENDAR YEAR 2016

<u>Principals</u>	<u>Rate</u>
Employee or Category	
<u>Principals</u>	<u>\$200.00</u>
<u>Architects</u>	
<u>Senior Project Manager</u>	<u>177.00</u>
<u>Project Manager</u>	<u>138.00</u>
<u>Architect</u>	<u>133.00</u>
<u>Intern Technician</u>	<u>87.00</u>
<u>Security and Detention Design</u>	
<u>Security Design Specialist</u>	<u>166.00</u>
<u>Engineering Director</u>	<u>200.00</u>
<u>Mechanical/Electrical/Plumbing/Engineering</u>	
<u>Senior Engineer</u>	<u>154.00</u>
<u>Engineer/Designer</u>	<u>126.00</u>
<u>Intern Technician</u>	<u>87.00</u>
<u>Structural Engineering</u>	
<u>Senior Engineer</u>	<u>138.00</u>
<u>Engineer/Designer</u>	<u>115.00</u>
<u>Intern Technician</u>	<u>87.00</u>
<u>Corrections Planner</u>	<u>\$200.00</u>
<u>Criminal Justice Consultant</u>	<u>\$150.00</u>
<u>Construction Administration</u>	
<u>Construction Administrator</u>	<u>\$133.00</u>
<u>Specification Writer</u>	<u>\$133.00</u>

init.

<u>Sustainability Planning</u>	
<u>Sustainability Planning Director</u>	<u>154.00</u>
<u>Energy Analyst</u>	<u>129.00</u>
<u>Sustainability Coordinator</u>	<u>115.00</u>
<u>Interior Design</u>	
<u>Interior Designer</u>	<u>87.00</u>
<u>Administrative</u>	<u>\$61.00</u>

Rates are subject to change on January 1 of each year.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the ~~Owner;~~ Owner (unless specifically included in Basic Services);
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (%) ~~ten percent (%)~~ of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Not Applicable

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 ~~An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~%~~ Twelve percent (12%) per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work

Init.

unless the Architect agrees or has been found liable for the amounts in a binding and final dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 Neither the Architect nor the Architect's consultants have offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by either the Architect or the Architect's consultants as a consequence of the Owner and Architect entering into this Agreement.

12.2 NON-DISCRIMINATION. During the performance of this Agreement, the Architect agrees as follows:

12.2.1 The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12.2.2 Architect shall state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect is an equal opportunity employer.

12.2.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient compliance with this provision.

12.2.4 The Architect agrees to include the provisions of 12.2.1, 12.2.2, and 12.2.3 above in every subcontract over \$10,000 so that the provisions will be binding upon each subcontractor.

12.3 During the performance of this Agreement, the Architect agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement in which the employees of the Architect are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

12.4 Architect's services, Instruments of Service, and work product are intended for the sole use and benefit of Owner and are not intended to create any third-party rights or benefits or for any use by any other person or entity or for any other purpose.

12.4.1 Architect's Services shall be limited to those expressly set forth in this Agreement. Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

12.4.2 Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety and compliance with all Construction Documents and directions from Owner or building officials. Architect shall not be responsible for construction related damages, losses, costs, or claims, except only to the extent caused by Architect's sole negligence.

Init.

12.4.3 If Value Engineering, or some other format that results in similar evaluations, is performed on this Project, upon the written request or direction of Owner, Architect shall provide its opinion to the Owner with respect to proposed or requested changes in materials, products, or equipment. Architect shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. Owner acknowledges that such changes may result in a reduction in the quality and performance of the project and accepts that risk in recognition of the objectives of the change. Accordingly, Architect shall not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~

~~.3~~ .2 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A Architect's Proposal Letter dated March 31, 2016.

This Agreement entered into as of the day and year first written above.

OWNER

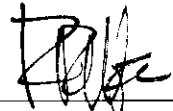


(Signature)

Mr. Bill Brittain, County Manager
Hamblen County

(Printed name and title)

ARCHITECT



(Signature)

Daniel R. Mace, AIA, Vice President
Moseley Architects P.C.

(Printed name and title)

MOSELEYARCHITECTS

Exhibit A

CHARLOTTE
HARRISONBURG
RALEIGH-DURHAM
RICHMOND
VIRGINIA BEACH
WARRENTON

March 31, 2016

RE: Professional Services Fee Proposal for the
New Hamblen County Jail / Justice Center

Mr. Bill Brittain
County Manager
Hamblen County
511 West Second North Street
Morristown, TN 37814

Dear Mr. Brittain:

Thank you again for the opportunity to provide planning and architectural services for this important project. We very much appreciate this opportunity, and we are pleased to be able to present you with this proposal for planning, design, and construction administration services for your upcoming Jail / Justice Center project.

Scope of Work:

1. **Phase One Services** - Hamblen County Government is requesting Architectural and Design Services for the Hamblen County Jail and Justice Center in Morristown, TN. Phase One services will include a Functional and Space Program Development document. Moseley Architects will use the data collected by Hamblen County and input from various County leaders to begin pre-architectural program development, functional and space programming. This document will summarize the functions that will take place in the building(s), where the functions will take place, the amount of space needed and an estimated budget to build, equip, and staff the space estimated to meet the County's need for the next 25-30 years. Current jail contracted services (food service, commissary, phone, inmate medical, etc.) will be evaluated for staffing and operational/budgetary efficiencies.
2. **Phase Two Services** – Moseley Architects will evaluate the current justice center to determine the feasibility of adding space for corrections / court systems / law enforcement (sheriff) functions to the current site and neighboring properties that will meet the needs outlined in the Phase One document. This analysis will consider the personnel and all fixed costs involved in operating additional facilities at the same location. Phase Two services will also include analyzing and comparing other possible sites for a justice center of jail facility using the same criteria regarding the total space needs for corrections, court systems and law enforcement and the total development and operational costs.
3. **Phase Three Services** – Once a site is selected, Phase Three of the project will involve Moseley Architects preparing schematic design documents for the

County to approve followed by construction drawings from which the project will be bid. Moseley Architects will coordinate the bidding of the project and the award of the construction contract. Upon County approval to move forward with construction, Moseley Architects will assist the County with overseeing the construction of the facility. Additional services to be negotiated if needed/desired include Transition, Training, and Activation services, Policy and Procedure and PREA consulting, Interior FF&E Design, LEED and Energy Analytics, and enhanced "full-time" Construction Administration.

Basic Services Fee:

We anticipate executing the scope outlined herein with an AIA B101 2007 Edition Standard Form of Agreement Between Owner and Architect (attached).

Phase One Services - We propose to provide the outlined services for the lump-sum amount of \$117,870.00.

Phase Two Services – We propose to provide the outlined services for the lump-sum amount of \$67,500.00.

Phase Three Services - We propose to provide the outlined Basic Architectural and Engineering Services for a lump-sum amount based upon the approved construction project budget established during Phase One and Phase Two Services. Basic architectural and engineering services will be determined at the time that Phase Three is approved to proceed. Additional services as requested will be negotiated lump sum fees according to final approved scope and budget.

End of Services and Scope List

Hamblen County will provide Moseley Architects site surveys and testing data for each site under consideration, existing facility plans, updated jail ADP data, organizational charts, jail contracted services agreements, jail and law enforcement salary and benefits information, and County population projections.

Mr. Brittain, we look forward to working with you and Hamblen County. If acceptable, please execute the attached contracts and return an original for our files. Thank you again for the opportunity to serve Hamblen County.

Sincerely,



Dan Mace, AIA, LEED AP
Vice President
Moseley Architects

Approval of Monthly Check – March 2016

Motion by Herbert Harville, seconded by John Smyth
To approve the March 2016 monthly checks submitted by the
County Mayor’s Office.

Chair R. Eldridge	YES
S. Ford	YES
J. Walker	YES
R. Debord	YES
H. Davis	YES
H. Harville	(M) YES
J. Huntsman	YES
L. Carter	YES

vacant	Absent
T. Ward	YES
J. Smyth	(2) YES
T. Goins	YES
D. Wampler	YES
L. Jarvis	YES
VChair H. Shipley	YES

8.a

Passed (14 YES - 0 NO - 0 ABS - 1 Absent)

Majority Vote >

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 Gen Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51100	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	341.35
51100	599	Other Charges	2016-03-03	1010253366	Verizon Wireless	49.75
51100	599	Other Charges	2016-03-24	1010253736	Suntrust Bankcard, NA	41.79
51100	599	Other Charges	2016-03-31	1010253794	Verizon Wireless	49.75
51100	.....	County Commission			Total: 4	482.64
51300	307	Communication	2016-03-03	1010253366	Verizon Wireless	74.66
51300	307	Communication	2016-03-10	1010253377	AT&T	92.10
51300	307	Communication	2016-03-10	1010253385	Century Link/Business Services	19.46
51300	307	Communication	2016-03-31	1010253794	Verizon Wireless	74.66
51300	348	Postal Charges	2016-03-24	1010253736	Suntrust Bankcard, NA	390.12
51300	351	Rentals	2016-03-10	1010253411	Pitney Bowes	180.00
51300	351	Rentals	2016-03-24	1010253713	Canon Solutions America, Inc	227.87
51300	351	Rentals	2016-03-24	1010253732	Pitney Bowes	816.00
51300	355	Travel	2016-03-10	1010253380	Brittain, William H	303.15
51300	355	Travel	2016-03-24	1010253736	Suntrust Bankcard, NA	20.00
51300	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	296.97
51300	435	Office Supplies	2016-03-31	1010253766	Evans Office Supply Co	241.04
51300	599	Other Charges	2016-03-10	1010253389	English Mountain Spring Water	25.00
51300	599	Other Charges	2016-03-24	1010253715	Citizen Tribune	181.80
51300	599	Other Charges	2016-03-24	1010253720	East TN Diamond	51.50
51300	599	Other Charges	2016-03-24	1010253736	Suntrust Bankcard, NA	32.91
51300	599	Other Charges	2016-03-31	1010253762	Dibb, Cynthia Diane	45.00
51300	.....	County Mayor/Executive			Total: 17	3,072.24
51400	331	Legal Services	2016-03-10	1010253382	Capps, Cantwell, Capps & Byrd	4,921.40
51400	.....	County Attorney			Total: 1	4,921.40
51500	193	Election Worker	2016-03-10	1010253429	ALLEN, SALLY N	125.00
51500	193	Election Worker	2016-03-10	1010253430	ANDERSON, EMMA L	125.00
51500	193	Election Worker	2016-03-10	1010253431	ANDERSON, LOIS L	125.00
51500	193	Election Worker	2016-03-10	1010253432	ASSADNIA, SOPHIE E	125.00
51500	193	Election Worker	2016-03-10	1010253433	BAKER, SALLY A	125.00
51500	193	Election Worker	2016-03-10	1010253434	BARKER, DAWN	50.00
51500	193	Election Worker	2016-03-10	1010253435	Bentley, Virginia	125.00
51500	193	Election Worker	2016-03-10	1010253436	BLEVINS, BARBARA J	155.00
51500	193	Election Worker	2016-03-10	1010253437	Bond, Eugenia	125.00
51500	193	Election Worker	2016-03-10	1010253438	BOND, JAMES W	125.00
51500	193	Election Worker	2016-03-10	1010253439	BRIDGEWATER, NANCY S	125.00
51500	193	Election Worker	2016-03-10	1010253440	Bryant, Charles Eldridge	125.00
51500	193	Election Worker	2016-03-10	1010253441	BURCHELL, SYDNEY V	125.00
51500	193	Election Worker	2016-03-10	1010253442	BURGIN, GORDON	50.00
51500	193	Election Worker	2016-03-10	1010253443	CAMPBELL, ANNA E	125.00



COMMISSION APPROVAL LISTING
MONTHLY CHECKS

Fund: 101 General Fund #101

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51500	193	Election Worker	2016-03-10	1010253444	CAMPBELL, JOCELYN P	155.00
51500	193	Election Worker	2016-03-10	1010253445	Campbell, Samuel D	125.00
51500	193	Election Worker	2016-03-10	1010253446	CANSLER, BARBARA M	125.00
51500	193	Election Worker	2016-03-10	1010253447	CARPENTER, AMETHYST	125.00
51500	193	Election Worker	2016-03-10	1010253448	CARTER, CHUCK	50.00
51500	193	Election Worker	2016-03-10	1010253449	Cole, Gary	125.00
51500	193	Election Worker	2016-03-10	1010253450	COLLINS, SANDRA	50.00
51500	193	Election Worker	2016-03-10	1010253451	CONWAY, PATRICE MC	125.00
51500	193	Election Worker	2016-03-10	1010253452	Cook, Betty	125.00
51500	193	Election Worker	2016-03-10	1010253453	Cook, Charlotte	125.00
51500	193	Election Worker	2016-03-10	1010253454	COX, PAULA T	125.00
51500	193	Election Worker	2016-03-10	1010253455	COXTON, WYNEMA S	125.00
51500	193	Election Worker	2016-03-10	1010253456	CRANFORD, BARBARA V	125.00
51500	193	Election Worker	2016-03-10	1010253457	CRAWFORD, BARBARA R	125.00
51500	193	Election Worker	2016-03-10	1010253458	CROSS, CLIFFORD E	125.00
51500	193	Election Worker	2016-03-10	1010253459	CROSS, PEGGY J	125.00
51500	193	Election Worker	2016-03-10	1010253460	CULLIP, CARLA S	155.00
51500	193	Election Worker	2016-03-10	1010253461	DALTON, AMANDA M	125.00
51500	193	Election Worker	2016-03-10	1010253462	DAMON, JOYCE A	125.00
51500	193	Election Worker	2016-03-10	1010253463	DAMON, RAYMOND G	155.00
51500	193	Election Worker	2016-03-10	1010253464	Dixon, Jason	50.00
51500	193	Election Worker	2016-03-10	1010253465	Dixon, Margaret	125.00
51500	193	Election Worker	2016-03-10	1010253466	DONELS, PAUL E	155.00
51500	193	Election Worker	2016-03-10	1010253467	DOVER, SONDA M	125.00
51500	193	Election Worker	2016-03-10	1010253468	Edmonds, Mitzi	125.00
51500	193	Election Worker	2016-03-10	1010253469	EPPS, JACKIE P	125.00
51500	193	Election Worker	2016-03-10	1010253470	ETTER, JANICE L	125.00
51500	193	Election Worker	2016-03-10	1010253471	Forester, Kaye	125.00
51500	193	Election Worker	2016-03-10	1010253472	GATES, BONNIE F	125.00
51500	193	Election Worker	2016-03-10	1010253473	GILBERT, MARY	50.00
51500	193	Election Worker	2016-03-10	1010253474	Goan, Nancy	125.00
51500	193	Election Worker	2016-03-10	1010253475	Graves, Doris L	125.00
51500	193	Election Worker	2016-03-10	1010253476	GREENE, DENNIS	50.00
51500	193	Election Worker	2016-03-10	1010253477	GREENE, PHILIP C	155.00
51500	193	Election Worker	2016-03-10	1010253478	Greene, Ruth Ann	125.00
51500	193	Election Worker	2016-03-10	1010253479	GREENE, SUSAN H	125.00
51500	193	Election Worker	2016-03-10	1010253480	GUTHRIE, EDDIE R	125.00
51500	193	Election Worker	2016-03-10	1010253481	HALE, KAY M	155.00
51500	193	Election Worker	2016-03-10	1010253482	HAMMOCK, VICKI P	125.00
51500	193	Election Worker	2016-03-10	1010253483	HARRIS, CHRISTINE G	125.00
51500	193	Election Worker	2016-03-10	1010253484	HARRIS, CRYSTAL G	125.00
51500	193	Election Worker	2016-03-10	1010253485	HARRIS, VIRGINIA L	125.00
51500	193	Election Worker	2016-03-10	1010253486	Hayworth, Letha M	125.00



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #101

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51500	193	Election Worker	2016-03-10	1010253487	HAYWORTH, WILMA R	125.00
51500	193	Election Worker	2016-03-10	1010253488	Hodge, Barbara	125.00
51500	193	Election Worker	2016-03-10	1010253489	HOLDER, JESSICA R	125.00
51500	193	Election Worker	2016-03-10	1010253490	HOLDER, RONNIE L	155.00
51500	193	Election Worker	2016-03-10	1010253491	Holt, Aaron	50.00
51500	193	Election Worker	2016-03-10	1010253492	Holt, Kim	50.00
51500	193	Election Worker	2016-03-10	1010253493	HONEYCUTT, DALLAS E	125.00
51500	193	Election Worker	2016-03-10	1010253494	Horner, Joanne	125.00
51500	193	Election Worker	2016-03-10	1010253495	HOSKINS, KATHY A	125.00
51500	193	Election Worker	2016-03-10	1010253496	HOWINGTON, BETTY T	155.00
51500	193	Election Worker	2016-03-10	1010253497	HULL, MARY E	125.00
51500	193	Election Worker	2016-03-10	1010253498	Hux, William	125.00
51500	193	Election Worker	2016-03-10	1010253499	Inman, Verna M	155.00
51500	193	Election Worker	2016-03-10	1010253500	JAMES, PATSY H	125.00
51500	193	Election Worker	2016-03-10	1010253501	JOHNSON, MICHELLE	50.00
51500	193	Election Worker	2016-03-10	1010253502	KILLIAN, EDNA R	125.00
51500	193	Election Worker	2016-03-10	1010253503	Kimbrough, Pamela	125.00
51500	193	Election Worker	2016-03-10	1010253504	KING, VICKI G	125.00
51500	193	Election Worker	2016-03-10	1010253505	LANE, FORREST D	125.00
51500	193	Election Worker	2016-03-10	1010253506	Laster, Novella	125.00
51500	193	Election Worker	2016-03-10	1010253507	Long, Charlotte W	125.00
51500	193	Election Worker	2016-03-10	1010253508	MALONEY, LINDA G	125.00
51500	193	Election Worker	2016-03-10	1010253509	MARSH, EDWARD E	125.00
51500	193	Election Worker	2016-03-10	1010253510	MARSH, SANDRA M	125.00
51500	193	Election Worker	2016-03-10	1010253511	MARSHALL, DAVID R	125.00
51500	193	Election Worker	2016-03-10	1010253512	Martin, Barbara	125.00
51500	193	Election Worker	2016-03-10	1010253513	MATTHEWS, LISA M	125.00
51500	193	Election Worker	2016-03-10	1010253514	MCGINNIS, DONALD R	100.00
51500	193	Election Worker	2016-03-10	1010253515	Miller, Betty R	125.00
51500	193	Election Worker	2016-03-10	1010253516	MITCHELL, ALBERT L	125.00
51500	193	Election Worker	2016-03-10	1010253517	Mitchell, Mary Ann	125.00
51500	193	Election Worker	2016-03-10	1010253518	MUNROE, SHARON H	125.00
51500	193	Election Worker	2016-03-10	1010253519	NEAL, WANDA G	125.00
51500	193	Election Worker	2016-03-10	1010253520	NEWMAN, LYNN P	125.00
51500	193	Election Worker	2016-03-10	1010253521	NIES, MYRA G	125.00
51500	193	Election Worker	2016-03-10	1010253522	OAKBERG, BONNIE E	125.00
51500	193	Election Worker	2016-03-10	1010253523	Oakberg, Frank	125.00
51500	193	Election Worker	2016-03-10	1010253524	ORAM, PATRICIA R	125.00
51500	193	Election Worker	2016-03-10	1010253525	PAGE, JIMMY R	125.00
51500	193	Election Worker	2016-03-10	1010253526	PERKEY, CHARLES R	155.00
51500	193	Election Worker	2016-03-10	1010253527	PETERSON, CAROL W	125.00
51500	193	Election Worker	2016-03-10	1010253528	PHILLIPS, SHIRLEY A	125.00
51500	193	Election Worker	2016-03-10	1010253529	PIGMON, PATRICIA W	125.00



COMMISSION APPROVAL LISTING
MONTHLY CHECKS

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51500	193	Election Worker	2016-03-10	1010253530	Porter, Linda	155.00
51500	193	Election Worker	2016-03-10	1010253531	RALEY, LINDA R	125.00
51500	193	Election Worker	2016-03-10	1010253532	RALEY, RAYMOND V	125.00
51500	193	Election Worker	2016-03-10	1010253533	Ramsey, Nina	125.00
51500	193	Election Worker	2016-03-10	1010253534	RECTENWALD, LATOSHA R	125.00
51500	193	Election Worker	2016-03-10	1010253535	REEL, REBECCA H	125.00
51500	193	Election Worker	2016-03-10	1010253536	REMIS, LOIS P	125.00
51500	193	Election Worker	2016-03-10	1010253537	Rhodes, Janet	125.00
51500	193	Election Worker	2016-03-10	1010253538	ROBERTSON, BOB	50.00
51500	193	Election Worker	2016-03-10	1010253539	Robeson, Janet S	100.00
51500	193	Election Worker	2016-03-10	1010253540	ROPER, AMY L	155.00
51500	193	Election Worker	2016-03-10	1010253541	ROUSE, DOUG H	155.00
51500	193	Election Worker	2016-03-10	1010253542	RUCKER, JERRI F	125.00
51500	193	Election Worker	2016-03-10	1010253543	SEXTON, DANIEL	50.00
51500	193	Election Worker	2016-03-10	1010253544	SHARP, ALAN D	155.00
51500	193	Election Worker	2016-03-10	1010253545	SHARP, SHERRY S	125.00
51500	193	Election Worker	2016-03-10	1010253546	SHEPARD, JERRY L	155.00
51500	193	Election Worker	2016-03-10	1010253547	SIZEMORE, DARRELL	50.00
51500	193	Election Worker	2016-03-10	1010253548	SIZEMORE, JEFF	50.00
51500	193	Election Worker	2016-03-10	1010253549	Smallman-Lloyd, Deana	125.00
51500	193	Election Worker	2016-03-10	1010253550	SNODGRASS, ANGELA G	125.00
51500	193	Election Worker	2016-03-10	1010253551	SNOWDEN, WILLIAM S	155.00
51500	193	Election Worker	2016-03-10	1010253552	SPOONE, DIANE S	125.00
51500	193	Election Worker	2016-03-10	1010253553	Stephenson, Joyce	125.00
51500	193	Election Worker	2016-03-10	1010253554	STOOKSBURY, MARTHA G	125.00
51500	193	Election Worker	2016-03-10	1010253555	STUBBLEFIELD, ELIZABETH W	125.00
51500	193	Election Worker	2016-03-10	1010253556	Stubblefield, Florence	125.00
51500	193	Election Worker	2016-03-10	1010253557	Talley, Betty	50.00
51500	193	Election Worker	2016-03-10	1010253558	THOMAS, BRENDA B	125.00
51500	193	Election Worker	2016-03-10	1010253559	THOMAS, RITA E	125.00
51500	193	Election Worker	2016-03-10	1010253560	THOMPSON, DONNA NOE	125.00
51500	193	Election Worker	2016-03-10	1010253561	Thompson, Marjorie	125.00
51500	193	Election Worker	2016-03-10	1010253562	THOMPSON, ROSALIND RM	125.00
51500	193	Election Worker	2016-03-10	1010253563	UPTON, JUDY H	125.00
51500	193	Election Worker	2016-03-10	1010253564	WHITE, CAROL J	125.00
51500	193	Election Worker	2016-03-10	1010253565	WILCOX, DEBRA J	125.00
51500	193	Election Worker	2016-03-10	1010253566	Wilkerson, Ralph W, JR	155.00
51500	193	Election Worker	2016-03-10	1010253567	WOOD, MARLYS M	125.00
51500	307	Communication	2016-03-10	1010253377	AT&T	17.83
51500	307	Communication	2016-03-10	1010253385	Century Link/Business Services	2.81
51500	312	Contracts With Private Agencies	2016-03-03	1010253315	Brotherton, Landree	1,950.00
51500	312	Contracts With Private Agencies	2016-03-03	1010253337	Leonard, Stewart C	1,950.00
51500	312	Contracts With Private Agencies	2016-03-10	1010253406	Microvote Corporation	4,550.00



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51500	332	Legal Notices, Recording And Court Costs	2016-03-16	1010253670	Citizen Tribune	4,655.16
51500	349	Printing, Stationery And Forms	2016-03-10	1010253407	Morristown Signs, Inc	111.50
51500	351	Rentals	2016-03-16	1010253665	Canon Solutions America, Inc	139.09
51500	355	Travel	2016-03-24	1010253739	TN Assoc of Co Election Officials	1,625.00
51500	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	973.13
51500	435	Office Supplies	2016-03-10	1010253389	English Mountain Spring Water	15.00
51500	435	Office Supplies	2016-03-10	1010253406	Microvote Corporation	237.00
51500	435	Office Supplies	2016-03-31	1010253766	Evans Office Supply Co	126.00
51500	.....	Election Commission			Total: 152	33,092.52
51600	307	Communication	2016-03-10	1010253385	Century Link/Business Services	0.58
51600	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	193.19
51600	435	Office Supplies	2016-03-31	1010253766	Evans Office Supply Co	8.99
51600	709	Data Processing Equipment	2016-03-24	1010253712	Business Information Systems	1,105.15
51600	709	Data Processing Equipment	2016-03-31	1010253766	Evans Office Supply Co	195.00
51600	.....	Register Of Deeds			Total: 5	1,502.91
51720	307	Communication	2016-03-03	1010253366	Verizon Wireless	49.75
51720	307	Communication	2016-03-10	1010253385	Century Link/Business Services	3.59
51720	307	Communication	2016-03-31	1010253794	Verizon Wireless	49.75
51720	351	Rentals	2016-03-16	1010253665	Canon Solutions America, Inc	139.09
51720	425	Gasoline	2016-03-16	1010253673	Fuelman	55.99
51720	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	223.48
51720	524	In Service/Staff Development	2016-03-24	1010253736	Suntrust Bankcard, NA	278.00
51720	709	Data Processing Equipment	2016-03-03	1010253324	Dell Marketing Lp	564.85
51720	.....	Planning			Total: 8	1,364.50
51810	307	Communication	2016-03-03	1010253366	Verizon Wireless	252.30
51810	307	Communication	2016-03-10	1010253377	AT&T	778.96
51810	307	Communication	2016-03-10	1010253378	AT&T	632.75
51810	307	Communication	2016-03-31	1010253794	Verizon Wireless	252.56
51810	334	Maintenance Agreements	2016-03-24	1010253741	TN Dept Of Labor & Workforce Development	60.00
51810	334	Maintenance Agreements	2016-03-31	1010253752	Bullzye Fire Extinguisher Co	65.00
51810	335	Maintenance And Repair Service - Buildings	2016-03-03	1010253319	City Electric Supply	285.49
51810	335	Maintenance And Repair Service - Buildings	2016-03-03	1010253328	Fenco Supply Co	252.86
51810	335	Maintenance And Repair Service - Buildings	2016-03-03	1010253367	Wholesale Supply Group	95.04
51810	335	Maintenance And Repair Service - Buildings	2016-03-10	1010253404	Lowe's	357.49
51810	335	Maintenance And Repair Service - Buildings	2016-03-16	1010253678	Handyman & Maintenance	1,384.00
51810	335	Maintenance And Repair Service - Buildings	2016-03-16	1010253702	Town & Country Lock & Key	111.10
51810	335	Maintenance And Repair Service - Buildings	2016-03-31	1010253760	City Electric Supply	1,009.85
51810	335	Maintenance And Repair Service - Buildings	2016-03-31	1010253780	Lakeway Door & Glass Inc	135.00
51810	335	Maintenance And Repair Service - Buildings	2016-03-31	1010253781	Lakeway Fire Protection, Inc	250.00
51810	399	Other Contracted Services	2016-03-10	1010253389	English Mountain Spring Water	18.00



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #101

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51810	410	Custodial Supplies	2016-03-03	1010253327	Evans Office Supply Co	59.00
51810	410	Custodial Supplies	2016-03-03	1010253336	Kelsan Inc	2,194.64
51810	410	Custodial Supplies	2016-03-10	1010253392	G & K Services Inc	190.85
51810	415	Electricity	2016-03-03	1010253340	Morristown Utilities	228.00
51810	415	Electricity	2016-03-24	1010253729	Morristown Utilities	20,319.00
51810	425	Gasoline	2016-03-16	1010253673	Fuelman	110.85
51810	434	Natural Gas	2016-03-24	1010253710	Atmos Energy	2,956.32
51810	451	Uniforms	2016-03-10	1010253392	G & K Services Inc	441.33
51810	.....	Other Facilities			Total: 24	32,440.39
51910	351	Rentals	2016-03-16	1010253665	Canon Solutions America, Inc	139.09
51910	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	125.72
51910	435	Office Supplies	2016-03-03	1010253331	Gaylord Bros	38.57
51910	.....	Preservation Of Records			Total: 3	303.38
52100	355	Travel	2016-03-24	1010253723	Hale, Amanda D	147.50
52100	355	Travel	2016-03-24	1010253745	Woods, Crystal Michelle	554.10
52100	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	291.04
52100	435	Office Supplies	2016-03-31	1010253766	Evans Office Supply Co	29.83
52100	524	In Service/Staff Development	2016-03-16	1010253697	SMHRA	100.00
52100	524	In Service/Staff Development	2016-03-24	1010253736	Suntrust Bankcard, NA	660.00
52100	530	Fines, Assessments, And Penalties	2016-03-24	1010253736	Suntrust Bankcard, NA	-49.00
52100	.....	Accounting And Budgeting			Total: 7	1,733.47
52200	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	31.60
52200	.....	Purchasing			Total: 1	31.60
52300	307	Communication	2016-03-10	1010253385	Century Link/Business Services	3.46
52300	338	Maintenance And Repair Services - Vehicles	2016-03-10	1010253387	Crescent Wash & Lube	75.49
52300	425	Gasoline	2016-03-16	1010253673	Fuelman	79.78
52300	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	18.43
52300	435	Office Supplies	2016-03-10	1010253389	English Mountain Spring Water	20.00
52300	.....	Property Assessor's Office			Total: 5	197.16
52310	312	Contracts With Private Agencies	2016-03-31	1010253788	Tax Management Associates, Inc	6,960.00
52310	351	Rentals	2016-03-24	1010253713	Canon Solutions America, Inc	108.58
52310	.....	Reappraisal Program			Total: 2	7,068.58
52400	307	Communication	2016-03-10	1010253385	Century Link/Business Services	0.38
52400	349	Printing, Stationery And Forms	2016-03-16	1010253674	Goodwill Indust Of Knoxville	25.00
52400	349	Printing, Stationery And Forms	2016-03-24	1010253722	Goodwill Indust Of Knoxville	25.00
52400	351	Rentals	2016-03-16	1010253665	Canon Solutions America, Inc	139.09



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
52400	.....	County Trustee's Office				Total: 4 189.47
52500	307	Communication	2016-03-03	1010253366	Verizon Wireless	48.37
52500	307	Communication	2016-03-10	1010253377	AT&T	35.66
52500	307	Communication	2016-03-10	1010253385	Century Link/Business Services	11.62
52500	307	Communication	2016-03-31	1010253794	Verizon Wireless	23.74
52500	351	Rentals	2016-03-16	1010253665	Canon Solutions America, Inc	147.75
52500	355	Travel	2016-03-31	1010253783	McAmis, Tammy	17.86
52500	355	Travel	2016-03-31	1010253791	TN Association County Clerks	85.00
52500	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	177.73
52500	435	Office Supplies	2016-03-10	1010253381	Business Information Systems	238.52
52500	435	Office Supplies	2016-03-10	1010253389	English Mountain Spring Water	25.00
52500	435	Office Supplies	2016-03-24	1010253736	Suntrust Bankcard, NA	108.38
52500	435	Office Supplies	2016-03-31	1010253766	Evans Office Supply Co	176.68
52500	709	Data Processing Equipment	2016-03-31	1010253754	Business Information Systems	375.00
52500	719	Office Equipment	2016-03-03	1010253327	Evans Office Supply Co	219.00
52500	.....	County Clerk's Office				Total: 14 1,690.31
52600	307	Communication	2016-03-03	1010253312	Atkins, Jeff	50.00
52600	312	Contracts With Private Agencies	2016-03-03	1010253352	Sage Software, Inc	1,773.00
52600	312	Contracts With Private Agencies	2016-03-16	1010253689	MUS Fibernet	153.90
52600	317	Data Processing Services	2016-03-16	1010253689	MUS Fibernet	376.95
52600	411	Data Processing Supplies	2016-03-10	1010253404	Lowe's	210.26
52600	709	Data Processing Equipment	2016-03-10	1010253383	CDW Government, Inc	7,982.27
52600	709	Data Processing Equipment	2016-03-24	1010253736	Suntrust Bankcard, NA	358.67
52600	709	Data Processing Equipment	2016-03-31	1010253755	CDW Government, Inc	156.81
52600	.....	Data Processing				Total: 8 11,061.86
52900	307	Communication	2016-03-03	1010253366	Verizon Wireless	35.49
52900	307	Communication	2016-03-10	1010253377	AT&T	225.86
52900	307	Communication	2016-03-10	1010253385	Century Link/Business Services	3.41
52900	307	Communication	2016-03-31	1010253794	Verizon Wireless	35.49
52900	330	Operating Lease Payments	2016-03-10	1010253409	MUS Fibernet	82.95
52900	330	Operating Lease Payments	2016-03-10	1010253426	Waste Industries/102 Tidwaste	72.99
52900	335	Maintenance And Repair Service - Buildings	2016-03-03	1010253329	Fish Window Cleaning	10.00
52900	335	Maintenance And Repair Service - Buildings	2016-03-24	1010253721	Fish Window Cleaning	10.00
52900	351	Rentals	2016-03-03	1010253357	Thermocopy Of Tennessee	45.40
52900	351	Rentals	2016-03-10	1010253420	Thermocopy Of Tennessee	16.12
52900	435	Office Supplies	2016-03-10	1010253389	English Mountain Spring Water	18.00
52900	.....	Other Finance				Total: 11 555.71
53100	194	Jury And Witness Expense	2016-03-10	1010253568	ANDERSON, CHARLES M	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253569	ANDREWS, ROBIN A	20.00



COMMISSION APPROVAL LISTING
MONTHLY CHECKS

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
53100	194	Jury And Witness Expense	2016-03-10	1010253570	AYERS, MARION L	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253571	BACH-JOHNS, PAMELA S	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253572	BARNARD, JODI L	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253573	BARNETTE, JOSHUA M	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253574	BOLLING, LENNIE P	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253575	BROCKWELL, LISA R	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253576	BRYANT, MONTY D	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253577	CARPENTER, KYLE W	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253578	COFFEY, ALAN J	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253579	COFFEY, DELORES M	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253580	COFFEY, FAYE A	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253581	COLLINS, ROBERT W	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253582	CRUEY, DEBRA W	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253583	CUBERSON, CHRIS E	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253584	DAVIDSON, TAMMY D	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253585	DELORY, RHONDA L	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253586	DRINNON, GWENDOLYNN B	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253587	EDGECOMB, LAWRENCE R	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253588	FASSLER, PAMELA B	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253589	FERGUSON, BILLY R	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253590	FLEENOR, LAURA L	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253591	FRARY, AMANDA J	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253592	FRARY, ANTONIO F	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253593	GARNER, THOMAS F	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253594	GILBERT, MAURA A	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253595	GONZALEZ, MAKENZEY B	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253596	GRAHAM, LEROYCE	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253597	GRIFFIN, NORENE D	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253598	GUZY, ANDREW R	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253599	HARBIN, JEFFREY L	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253600	HATFIELD, MISTY M	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253601	HAWKS, JOSHUA M	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253602	HICKEY, DANIEL	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253603	HOPKINS, AARON D	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253604	HOUSTON, SCOTTIE C	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253605	HUMPHREY, FLOYD E	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253606	HUNNICUTT, CRYSTAL G	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253607	JAMES, KAVIANDRA I	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253608	JOHNSON, WILLIAM A	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253609	JONES, GREGORY A	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253610	KELLY, DELORES D	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253611	KILDAY, LINDA C	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253612	KINZEL, ANTHONY H	20.00



ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
53100	194	Jury And Witness Expense	2016-03-10	1010253613	LANE, JACK P	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253614	LANE, REUBEN F	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253615	LASTER, RALPH M	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253616	LAWSON, TERESA D	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253617	LEE, JAMES E	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253618	LEE, REAGAN S	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253619	LEE, WESLEY B	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253620	LEFEVERS, AUSTIN T	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253621	LEMKA, PATRICIA A	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253622	LONG, ANITA M	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253623	LONG, DOYLE E	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253624	MATSON, MICHELLE A	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253625	MCFALL, JESSICA L	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253626	MCPHERSON, MICHAEL D	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253627	MORTON, TIMOTHY C	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253628	MUSICK, GAY N	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253629	NEEDHAM, LAWRENCE D	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253630	NEEDHAM, MARY H	25.00
53100	194	Jury And Witness Expense	2016-03-10	1010253631	OSTROM, AMY B	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253632	PORTER, VICKI C	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253633	PRICKETT, FRANCES M	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253634	ROBERTSON, KAREN E	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253635	RYMER, ANGELA D	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253636	SCOTT, SUE H	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253637	SEALS, DANIELLE N	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253638	SEALS, JAMES C	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253639	SELF, MARILYN D	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253640	SETSOR, STEVEN D	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253641	SIGLER, WILLIAM C	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253642	SILVA, SALVADOR RAMOS	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253643	SOUN, SAR	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253644	STARKS, ANGELA D	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253645	STOUT, JONATHAN B	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253646	SUDHEIMER, RHONDA P	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253647	SWINEY, ROBBIE A	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253648	TAYLOR, LINSEY A	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253649	TAYLOR, VICKIE Y	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253650	TAYLOR, WILLIAM C	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253651	TILLEY, BETTY J	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253652	TINKER, ROBERT M	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253653	WALDROUP, CLAIRA R	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253654	WHITE, BILLY F	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253655	WILDER, MONTGOMERY L	20.00



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
53100	194	Jury And Witness Expense	2016-03-10	1010253656	WILDER, PATTY L	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253657	WILLIAMS, RICHARD T	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253658	WINSTEAD, CHELSEA B	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253659	YOUNG, ANTHONY A	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253660	YOUNG, KATHERINE J	20.00
53100	194	Jury And Witness Expense	2016-03-10	1010253661	ZAIN, HARRY A	20.00
53100	194	Jury And Witness Expense	2016-03-24	1010253718	Davy Crockett Restaurant	146.66
53100	307	Communication	2016-03-03	1010253366	Verizon Wireless	59.75
53100	307	Communication	2016-03-10	1010253377	AT&T	35.70
53100	307	Communication	2016-03-10	1010253385	Century Link/Business Services	24.39
53100	307	Communication	2016-03-31	1010253794	Verizon Wireless	59.75
53100	320	Dues And Memberships	2016-03-10	1010253388	East Tn Court Clerks Association	140.00
53100	320	Dues And Memberships	2016-03-10	1010253428	East Tn Court Clerks Association	20.00
53100	334	Maintenance Agreements	2016-03-31	1010253753	Business Info Systems, Inc	870.00
53100	349	Printing, Stationery And Forms	2016-03-31	1010253766	Evans Office Supply Co	507.00
53100	351	Rentals	2016-03-03	1010253346	Pitney Bowes	339.00
53100	351	Rentals	2016-03-16	1010253665	Canon Solutions America, Inc	479.62
53100	351	Rentals	2016-03-24	1010253732	Pitney Bowes	339.00
53100	399	Other Contracted Services	2016-03-10	1010253417	Sliger, Dwayne	482.00
53100	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	1,686.33
53100	435	Office Supplies	2016-03-24	1010253736	Suntrust Bankcard, NA	164.12
53100	435	Office Supplies	2016-03-24	1010253737	Tennessee Legal Directory	8.75
53100	709	Data Processing Equipment	2016-03-03	1010253316	Business Info Systems, Inc	4,644.00
53100	719	Office Equipment	2016-03-03	1010253327	Evans Office Supply Co	328.00
53100	.....	Circuit Court			Total: 112	12,219.07
53300	307	Communication	2016-03-10	1010253377	AT&T	17.83
53300	307	Communication	2016-03-10	1010253385	Century Link/Business Services	4.80
53300	320	Dues And Memberships	2016-03-24	1010253742	TN General Sessions Judges Conference	250.00
53300	355	Travel	2016-03-03	1010253320	Collins, Wayne Douglas	724.34
53300	355	Travel	2016-03-03	1010253354	Snider-Morgan, Janice	433.98
53300	355	Travel	2016-03-24	1010253736	Suntrust Bankcard, NA	472.84
53300	399	Other Contracted Services	2016-03-24	1010253713	Canon Solutions America, Inc	84.70
53300	399	Other Contracted Services	2016-03-31	1010253779	Lakeway CASA	1,000.00
53300	435	Office Supplies	2016-03-10	1010253389	English Mountain Spring Water	23.00
53300	.....	General Sessions Court			Total: 9	3,011.49
53330	307	Communication	2016-03-03	1010253366	Verizon Wireless	199.00
53330	307	Communication	2016-03-10	1010253377	AT&T	37.54
53330	307	Communication	2016-03-31	1010253794	Verizon Wireless	199.00
53330	322	Evaluation And Testing	2016-03-16	1010253683	Medtox Laboratories Inc	230.52
53330	351	Rentals	2016-03-16	1010253665	Canon Solutions America, Inc	139.09
53330	355	Travel	2016-03-16	1010253700	Tn Assoc'n Of Alcohol, Drug, &	120.00



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund # (101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
53330	368	Drug Treatment	2016-03-31	1010253773	Helen Ross McNabb Center	105.00
53330	435	Office Supplies	2016-03-10	1010253389	English Mountain Spring Water	18.00
53330	.....	Drug Court			Total: 8	1,048.15
53400	307	Communication	2016-03-10	1010253377	AT&T	17.83
53400	307	Communication	2016-03-10	1010253385	Century Link/Business Services	10.84
53400	351	Rentals	2016-03-16	1010253665	Canon Solutions America, Inc	188.00
53400	355	Travel	2016-03-10	1010253402	Jones-Terry, Katherine E	42.30
53400	355	Travel	2016-03-31	1010253769	Green, Michele	29.61
53400	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	229.00
53400	435	Office Supplies	2016-03-10	1010253389	English Mountain Spring Water	10.00
53400	435	Office Supplies	2016-03-16	1010253694	Office Furniture Outfitters	2,460.00
53400	524	In Service/Staff Development	2016-03-03	1010253326	East Tn Court Clerks Association	100.00
53400	524	In Service/Staff Development	2016-03-03	1010253369	East Tn Court Clerks Association	220.00
53400	524	In Service/Staff Development	2016-03-10	1010253403	Local Government Corporation	195.00
53400	524	In Service/Staff Development	2016-03-24	1010253726	Local Government Corporation	195.00
53400	524	In Service/Staff Development	2016-03-31	1010253764	Embassy Suites Murfreesboro	278.00
53400	.....	Chancery Court			Total: 13	3,975.58
53500	307	Communication	2016-03-03	1010253366	Verizon Wireless	41.57
53500	307	Communication	2016-03-10	1010253385	Century Link/Business Services	4.62
53500	307	Communication	2016-03-31	1010253794	Verizon Wireless	41.57
53500	322	Evaluation And Testing	2016-03-10	1010253405	Medtox Laboratories Inc	457.88
53500	351	Rentals	2016-03-16	1010253665	Canon Solutions America, Inc	139.09
53500	422	Food Supplies	2016-03-10	1010253389	English Mountain Spring Water	25.00
53500	422	Food Supplies	2016-03-24	1010253744	Walmart Community BRC	292.38
53500	425	Gasoline	2016-03-16	1010253673	Fuelman	29.47
53500	435	Office Supplies	2016-03-31	1010253766	Evans Office Supply Co	122.73
53500	524	In Service/Staff Development	2016-03-16	1010253682	Medics Llc	105.00
53500	.....	Juvenile Court			Total: 10	1,259.31
53920	355	Travel	2016-03-24	1010253736	Suntrust Bankcard, NA	1,196.16
53920	451	Uniforms	2016-03-16	1010253676	Greene Military & Police	195.00
53920	451	Uniforms	2016-03-31	1010253770	Greene Military & Police	292.50
53920	716	Law Enforcement Equipment	2016-03-03	1010253317	Cartwright Communication Inc	1,826.76
53920	.....	Courtroom Security			Total: 4	3,510.42
54110	307	Communication	2016-03-10	1010253377	AT&T	89.50
54110	307	Communication	2016-03-10	1010253385	Century Link/Business Services	79.81
54110	307	Communication	2016-03-10	1010253425	Verizon Wireless	1,020.62
54110	307	Communication	2016-03-16	1010253705	Verizon Wireless	2,488.10
54110	338	Maintenance And Repair Services - Vehicles	2016-03-03	1010253339	Morristown Ford	702.83
54110	338	Maintenance And Repair Services - Vehicles	2016-03-10	1010253387	Crescent Wash & Lube	252.50



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
54110	338	Maintenance And Repair Services - Vehicles	2016-03-10	1010253414	Royston Chrysler Dodge Jeep	2,853.99
54110	338	Maintenance And Repair Services - Vehicles	2016-03-16	1010253672	Drinnon, Kenny	47.38
54110	338	Maintenance And Repair Services - Vehicles	2016-03-31	1010253763	Drinnon, Kenny	480.26
54110	348	Postal Charges	2016-03-03	1010253364	United Parcel Service	170.04
54110	348	Postal Charges	2016-03-10	1010253390	Federal Express	80.18
54110	348	Postal Charges	2016-03-16	1010253703	United Parcel Service	28.61
54110	348	Postal Charges	2016-03-31	1010253793	United Parcel Service	40.75
54110	349	Printing, Stationery And Forms	2016-03-16	1010253695	R Chatfield Co, Inc	148.00
54110	351	Rentals	2016-03-03	1010253346	Pitney Bowes	339.00
54110	351	Rentals	2016-03-16	1010253665	Canon Solutions America, Inc	229.27
54110	351	Rentals	2016-03-24	1010253732	Pitney Bowes	339.00
54110	353	Towing Services	2016-03-03	1010253360	Tipton, Ronald	40.00
54110	353	Towing Services	2016-03-16	1010253699	Tipton, Ronald	125.00
54110	353	Towing Services	2016-03-31	1010253789	Tipton, Ronald	25.00
54110	355	Travel	2016-03-16	1010253666	Carson, Eric	96.00
54110	355	Travel	2016-03-16	1010253680	Ingram, Eddie	96.00
54110	355	Travel	2016-03-16	1010253688	Mullins, Chad A	132.00
54110	355	Travel	2016-03-24	1010253736	Suntrust Bankcard, NA	330.16
54110	355	Travel	2016-03-31	1010253767	Gentry, Kevin M	88.50
54110	399	Other Contracted Services	2016-03-03	1010253363	Transunion Risk & Alternative	25.00
54110	399	Other Contracted Services	2016-03-16	1010253693	Nicusa, Tennessee Division	150.00
54110	425	Gasoline	2016-03-03	1010253345	Peralez, Joe	36.00
54110	425	Gasoline	2016-03-16	1010253673	Fuelman	4,685.54
54110	431	Law Enforcement Supplies	2016-03-31	1010253759	Chief Supply Corporation	179.80
54110	431	Law Enforcement Supplies	2016-03-31	1010253782	Lynn Peavey Company	828.00
54110	433	Lubricants	2016-03-03	1010253339	Morristown Ford	50.27
54110	433	Lubricants	2016-03-10	1010253387	Crescent Wash & Lube	125.96
54110	433	Lubricants	2016-03-10	1010253414	Royston Chrysler Dodge Jeep	344.95
54110	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	506.65
54110	435	Office Supplies	2016-03-24	1010253736	Suntrust Bankcard, NA	49.99
54110	435	Office Supplies	2016-03-24	1010253744	Walmart Community BRC	2.88
54110	435	Office Supplies	2016-03-31	1010253766	Evans Office Supply Co	517.87
54110	450	Tires And Tubes	2016-03-03	1010253347	Porter's Tire Store	60.00
54110	450	Tires And Tubes	2016-03-10	1010253414	Royston Chrysler Dodge Jeep	1,076.00
54110	450	Tires And Tubes	2016-03-10	1010253415	S&S Tire	8,160.52
54110	450	Tires And Tubes	2016-03-24	1010253735	S&S Tire	2,098.00
54110	450	Tires And Tubes	2016-03-31	1010253786	Porter's Tire Store	135.95
54110	451	Uniforms	2016-03-03	1010253333	Greene Military & Police	393.00
54110	451	Uniforms	2016-03-10	1010253393	Gall's Inc	187.50
54110	499	Other Supplies And Materials	2016-03-16	1010253691	National Pen Company	544.95
54110	499	Other Supplies And Materials	2016-03-24	1010253736	Suntrust Bankcard, NA	142.06
54110	524	In Service/Staff Development	2016-03-03	1010253362	TN Law Enforcement Training Academy	3,000.00
54110	524	In Service/Staff Development	2016-03-10	1010253421	TN Chapter IAAI	200.00



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
54110	599	Other Charges	2016-03-10	1010253389	English Mountain Spring Water	20.00
54110	599	Other Charges	2016-03-10	1010253398	Hamblen County Clerk	7.00
54110	599	Other Charges	2016-03-10	1010253416	Shred-It	13.56
54110	599	Other Charges	2016-03-10	1010253418	Tennessee Wildlife Resources Agency	71.00
54110	599	Other Charges	2016-03-24	1010253709	AmerID, Inc.	149.60
54110	599	Other Charges	2016-03-24	1010253744	Walmart Community BRC	31.78
54110	599	Other Charges	2016-03-31	1010253766	Evans Office Supply Co	23.50
54110	599	Other Charges	2016-03-31	1010253784	Morristown Signs, Inc	36.00
54110	716	Law Enforcement Equipment	2016-03-03	1010253317	Cartwright Communication Inc	4,569.15
54110	716	Law Enforcement Equipment	2016-03-10	1010253383	CDW Government, Inc	7,348.23
54110	.....	Sheriff's Department			Total: 59	46,093.21
54160	309	Contracts With Government Agencies	2016-03-24	1010253740	TN Bureau Of Investigation	100.00
54160	435	Office Supplies	2016-03-31	1010253766	Evans Office Supply Co	117.82
54160	.....	Administration Of The Sexual Offender Registry			Total: 2	217.82
54210	335	Maintenance And Repair Service - Buildings	2016-03-03	1010253319	City Electric Supply	745.52
54210	335	Maintenance And Repair Service - Buildings	2016-03-03	1010253328	Fenco Supply Co	149.29
54210	335	Maintenance And Repair Service - Buildings	2016-03-03	1010253349	Relief Septic Service	500.00
54210	335	Maintenance And Repair Service - Buildings	2016-03-03	1010253361	TMS - Marlin	1,474.11
54210	335	Maintenance And Repair Service - Buildings	2016-03-03	1010253367	Wholesale Supply Group	190.39
54210	335	Maintenance And Repair Service - Buildings	2016-03-10	1010253375	American Detention	2,900.00
54210	335	Maintenance And Repair Service - Buildings	2016-03-10	1010253404	Lowe's	293.43
54210	335	Maintenance And Repair Service - Buildings	2016-03-16	1010253663	Alcoa Mechanical No. 2	12,915.82
54210	335	Maintenance And Repair Service - Buildings	2016-03-16	1010253702	Town & Country Lock & Key	258.05
54210	335	Maintenance And Repair Service - Buildings	2016-03-24	1010253733	Relief Septic Service	500.00
54210	335	Maintenance And Repair Service - Buildings	2016-03-31	1010253750	American Detention	300.00
54210	335	Maintenance And Repair Service - Buildings	2016-03-31	1010253760	City Electric Supply	48.32
54210	335	Maintenance And Repair Service - Buildings	2016-03-31	1010253790	TMS - Marlin	818.11
54210	336	Maintenance And Repair Services - Equipment	2016-03-10	1010253412	Powerclean	295.00
54210	340	Medical And Dental Services	2016-03-03	1010253321	Correcthealth, LLC	32,787.97
54210	340	Medical And Dental Services	2016-03-03	1010253322	Correctional Risk Services Inc	2,724.35
54210	340	Medical And Dental Services	2016-03-03	1010253325	Diamond Drugs, Inc	5,278.44
54210	340	Medical And Dental Services	2016-03-03	1010253342	Morristown-Hamblen Hospital	12,471.97
54210	340	Medical And Dental Services	2016-03-16	1010253671	Correctional Risk Services Inc	16,754.89
54210	340	Medical And Dental Services	2016-03-24	1010253708	American Esoteric Laboratories	754.82
54210	340	Medical And Dental Services	2016-03-24	1010253716	Correcthealth, LLC	32,922.45
54210	340	Medical And Dental Services	2016-03-24	1010253717	Correctional Risk Services Inc	2,257.42
54210	340	Medical And Dental Services	2016-03-24	1010253730	Morristown-Hamblen EMS	50.00
54210	340	Medical And Dental Services	2016-03-24	1010253731	Morristown-Hamblen Hospital	7,603.09
54210	340	Medical And Dental Services	2016-03-31	1010253761	Correctional Risk Services Inc	158.64
54210	351	Rentals	2016-03-16	1010253665	Canon Solutions America, Inc	184.30
54210	410	Custodial Supplies	2016-03-03	1010253318	Chem Clean Systems LLC	89.99



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #101

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
54210	410	Custodial Supplies	2016-03-03	1010253336	Kelsan Inc	3,184.60
54210	410	Custodial Supplies	2016-03-10	1010253426	Waste Industries/102 Tidiwaste	426.60
54210	410	Custodial Supplies	2016-03-16	1010253669	Chem Clean Systems LLC	514.91
54210	410	Custodial Supplies	2016-03-24	1010253714	Chem Clean Systems LLC	269.95
54210	410	Custodial Supplies	2016-03-31	1010253758	Chem Clean Systems LLC	329.95
54210	410	Custodial Supplies	2016-03-31	1010253777	Kelsan Inc	2,730.16
54210	413	Drugs And Medical Supplies	2016-03-24	1010253719	Diamond Drugs, Inc	3,694.29
54210	422	Food Supplies	2016-03-03	1010253330	Flowers Baking Company	2,318.55
54210	422	Food Supplies	2016-03-03	1010253348	Reinhart Foodservice LLC	26,110.37
54210	422	Food Supplies	2016-03-10	1010253413	Prairie Farm Dairy	1,910.27
54210	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	973.99
54210	441	Prisoners Clothing	2016-03-10	1010253379	Bob Barker Company, Inc	884.00
54210	441	Prisoners Clothing	2016-03-24	1010253711	Bob Barker Company, Inc	363.36
54210	524	In Service/Staff Development	2016-03-31	1010253774	Hines, John	600.00
54210	599	Other Charges	2016-03-10	1010253379	Bob Barker Company, Inc	1,044.00
54210	599	Other Charges	2016-03-31	1010253772	Hamblen County Clerk	17.50
54210	710	Food Service Equipment	2016-03-24	1010253724	Katom	5,350.53
54210	710	Food Service Equipment	2016-03-31	1010253776	Katom	126.45
54210	716	Law Enforcement Equipment	2016-03-24	1010253746	Charm-Tex	0.00
54210	790	Other Equipment	2016-03-10	1010253379	Bob Barker Company, Inc	1,063.40
54210	.....	Jail			Total: 47	187,339.25
54250	307	Communication	2016-03-03	1010253366	Verizon Wireless	70.98
54250	307	Communication	2016-03-10	1010253385	Century Link/Business Services	8.71
54250	307	Communication	2016-03-31	1010253794	Verizon Wireless	70.98
54250	338	Maintenance And Repair Services - Vehicles	2016-03-16	1010253686	Morristown Chevrolet	38.65
54250	349	Printing, Stationery And Forms	2016-03-03	1010253310	Acme Printing Company, Inc	414.00
54250	425	Gasoline	2016-03-16	1010253673	Fuelman	120.73
54250	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	191.74
54250	.....	Work Release Program			Total: 7	915.79
54310	316	Contributions	2016-03-31	1010253797	East Hamblen County VFD	25,000.00
54310	316	Contributions	2016-03-31	1010253802	North Hamblen County VFD	25,000.00
54310	316	Contributions	2016-03-31	1010253804	South Hamblen County VFD	25,000.00
54310	316	Contributions	2016-03-31	1010253805	West Hamblen County VFD	25,000.00
54310	.....	Fire Prevention And Control			Total: 4	100,000.00
54410	307	Communication	2016-03-03	1010253314	Bell, Chris E	50.00
54410	338	Maintenance And Repair Services - Vehicles	2016-03-10	1010253387	Crescent Wash & Lube	8.50
54410	338	Maintenance And Repair Services - Vehicles	2016-03-16	1010253690	NAPA Auto Parts Of Morristown	120.17
54410	338	Maintenance And Repair Services - Vehicles	2016-03-31	1010253786	Porter's Tire Store	88.95
54410	425	Gasoline	2016-03-16	1010253673	Fuelman	220.69
54410	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	85.48



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #101

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
54410	435	Office Supplies	2016-03-10	1010253391	Food City	7.98
54410	435	Office Supplies	2016-03-31	1010253766	Evans Office Supply Co	108.96
54410	.....	Civil Defense			Total: 8	690.73
54510	322	Evaluation And Testing	2016-03-16	1010253681	IPMA-HR	407.50
54510	.....	Inspection And Regulation			Total: 1	407.50
54610	312	Contracts With Private Agencies	2016-03-03	1010253313	Baldy, Paul	80.00
54610	312	Contracts With Private Agencies	2016-03-03	1010253332	Giles, Todd E	280.00
54610	312	Contracts With Private Agencies	2016-03-03	1010253338	Mayes Family Services	225.00
54610	312	Contracts With Private Agencies	2016-03-03	1010253341	Morristown-Hamblen EMS	50.00
54610	312	Contracts With Private Agencies	2016-03-03	1010253344	Peoples, Jimmy W	240.00
54610	312	Contracts With Private Agencies	2016-03-03	1010253355	Stetzer Funeral Home	150.00
54610	312	Contracts With Private Agencies	2016-03-03	1010253358	Thompson, Claude, JR	320.00
54610	312	Contracts With Private Agencies	2016-03-03	1010253359	Thompson, Tom C, MD	2,083.33
54610	312	Contracts With Private Agencies	2016-03-10	1010253373	AIT Laboratories	500.00
54610	312	Contracts With Private Agencies	2016-03-24	1010253725	Knox County Medical Examiner	6,300.00
54610	399	Other Contracted Services	2016-03-03	1010253323	Davis, Eddie	750.00
54610	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	129.98
54610	.....	County Coroner/Medical Examiner			Total: 12	11,108.31
55110	309	Contracts With Government Agencies	2016-03-03	1010253350	Rix Copies	120.00
55110	309	Contracts With Government Agencies	2016-03-03	1010253351	Roberts Cleaning Company	1,699.00
55110	309	Contracts With Government Agencies	2016-03-10	1010253377	AT&T	190.51
55110	309	Contracts With Government Agencies	2016-03-10	1010253385	Century Link/Business Services	66.69
55110	309	Contracts With Government Agencies	2016-03-10	1010253399	Handyman & Maintenance	210.00
55110	309	Contracts With Government Agencies	2016-03-16	1010253665	Canon Solutions America, Inc	17.81
55110	309	Contracts With Government Agencies	2016-03-24	1010253710	Atmos Energy	46.50
55110	309	Contracts With Government Agencies	2016-03-24	1010253729	Morristown Utilities	1,468.00
55110	309	Contracts With Government Agencies	2016-03-24	1010253744	Walmart Community BRC	30.81
55110	309	Contracts With Government Agencies	2016-03-31	1010253765	English Mountain Coffee	201.80
55110	309	Contracts With Government Agencies	2016-03-31	1010253766	Evans Office Supply Co	433.88
55110	310	Contracts With Other Public Agencies	2016-03-03	1010253350	Rix Copies	90.00
55110	355	Travel	2016-03-03	1010253335	Hattaway, Shannon N	46.06
55110	355	Travel	2016-03-03	1010253353	Smith, Kim	92.83
55110	355	Travel	2016-03-03	1010253356	Testerman, Carla D	66.27
55110	355	Travel	2016-03-03	1010253365	Upman, Jessica C	42.30
55110	.....	Local Health Center			Total: 16	4,822.46
55120	316	Contributions	2016-03-03	1010253343	Morristown-Hamblen Humane Soc	11,125.00
55120	.....	Rabies And Animal Control			Total: 1	11,125.00
55170	316	Contributions	2016-03-31	1010253773	Helen Ross McNabb Center	245.00



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
55170	.....	Alcohol And Drug Programs				Total: 1 245.00
55390	316	Contributions	2016-03-24	1010253743	University Of Tn Med Center	100.00
55390	.....	Appropriation To State				Total: 1 100.00
55590	316	Contributions	2016-03-10	1010253400	Helen Ross McNabb Center	765.00
55590	316	Contributions	2016-03-31	1010253773	Helen Ross McNabb Center	85.00
55590	316	Contributions	2016-03-31	1010253800	Morristown-Hamblen Childcare	12,500.00
55590	.....	Other Local Welfare Services				Total: 3 13,350.00
56100	316	Contributions	2016-03-31	1010253803	Senior Citizens Center	5,800.00
56100	.....	Adult Activities				Total: 1 5,800.00
56500	316	Contributions	2016-03-31	1010253801	Morristown-Hamblen Library	133,625.00
56500	.....	Libraries				Total: 1 133,625.00
56700	307	Communication	2016-03-03	1010253366	Verizon Wireless	62.60
56700	307	Communication	2016-03-10	1010253409	MUS Fibernet	126.72
56700	307	Communication	2016-03-31	1010253794	Verizon Wireless	62.60
56700	399	Other Contracted Services	2016-03-03	1010253368	Williams, Cindy	350.00
56700	399	Other Contracted Services	2016-03-31	1010253795	Williams, Cindy	350.00
56700	410	Custodial Supplies	2016-03-10	1010253426	Waste Industries/102 Tidiwaste	105.61
56700	410	Custodial Supplies	2016-03-31	1010253777	Kelsan Inc	603.44
56700	412	Diesel Fuel	2016-03-16	1010253706	Voyager Fleet Systems Inc	19.44
56700	415	Electricity	2016-03-10	1010253408	Morristown Utilities	3,457.00
56700	415	Electricity	2016-03-16	1010253664	Appalachian Electric Co-Op	22.29
56700	425	Gasoline	2016-03-16	1010253706	Voyager Fleet Systems Inc	71.56
56700	451	Uniforms	2016-03-24	1010253736	Suntrust Bankcard, NA	91.16
56700	454	Water And Sewer	2016-03-10	1010253408	Morristown Utilities	1,159.00
56700	506	Liability Insurance	2016-03-16	1010253698	Strate Insurance Group	2,647.25
56700	513	Worker's Compensation Insurance	2016-03-16	1010253698	Strate Insurance Group	1,137.75
56700	599	Other Charges	2016-03-10	1010253389	English Mountain Spring Water	16.00
56700	599	Other Charges	2016-03-24	1010253707	Ace Hardware Of Morristown	137.98
56700	719	Office Equipment	2016-03-31	1010253751	Breath Of Life Ministries	200.00
56700	.....	Parks And Fair Boards				Total: 18 10,620.40
56900	316	Contributions	2016-03-31	1010253799	Morristown Parks & Recreation	100,000.00
56900	.....	Other Social, Cultural And Recreational				Total: 1 100,000.00
57100	307	Communication	2016-03-10	1010253385	Century Link/Business Services	3.43
57100	355	Travel	2016-03-16	1010253673	Fuelman	33.76
57100	355	Travel	2016-03-24	1010253727	Long, Debra	34.31
57100	435	Office Supplies	2016-03-03	1010253327	Evans Office Supply Co	223.85



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund # (101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
57100	435	Office Supplies	2016-03-10	1010253419	The University Of Tennessee	1,502.00
57100	435	Office Supplies	2016-03-24	1010253738	The University Of Tennessee	831.18
57100	.....	Agricultural Extension Service			Total: 6	2,628.53
58110	316	Contributions	2016-03-31	1010253798	Morristown Chamber Of Commerce	11,250.00
58110	.....	Tourism			Total: 1	11,250.00
58120	316	Contributions	2016-03-16	1010253685	Morristown Area Chamber Of Commerce	5,000.00
58120	364	Contracts For Development Costs	2016-03-28		City Of Morristown Indus Dev Board	-124,305.00
58120	364	Contracts For Development Costs	2016-03-24	1010253747	City Of Morristown Indus Dev Board	124,305.00
58120	364	Contracts For Development Costs	2016-03-28	1010253748	City Of Morristown Indus Dev Board	87,780.00
58120	364	Contracts For Development Costs	2016-03-28	1010253749	City Of Morristown Indus Dev Board	36,525.00
58120	.....	Industrial Development			Total: 5	129,305.00
58300	307	Communication	2016-03-10	1010253385	Century Link/Business Services	3.68
58300	.....	Veterans' Services			Total: 1	3.68
58600	210	Unemployment Compensation	2016-03-10	1010253422	TN Dept Of Labor & Workforce Development	589.28
58600	506	Liability Insurance	2016-03-16	1010253698	Strate Insurance Group	128,886.00
58600	513	Worker's Compensation Insurance	2016-03-16	1010253698	Strate Insurance Group	36,728.25
58600	515	Liability Claims	2016-03-10	1010253423	Travelers	19,202.50
58600	515	Liability Claims	2016-03-16	1010253687	Morristown-Hamblen Hospital	41.00
58600	.....	Employee Benefits			Total: 5	185,447.03
58900	399	Other Contracted Services	2016-03-24	1010253728	Morristown	31.68
58900	.....	Miscellaneous			Total: 1	31.68
91130	718	Motor Vehicles	2016-03-24	1010253734	Royston Chrysler Dodge Jeep	11,300.00
91130	.....	Public Safety Projects			Total: 1	11,300.00
Total of checks for General Fund # (101)						1,091,158.55



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 116 Solid Waste/Sanitation Fund #(116)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
55710	312	Contracts With Private Agencies	2016-03-10	1160022575	S & B Recycling	3,825.00
55710	336	Maintenance And Repair Services - Equipment	2016-03-03	1160022561	Safety-Kleen Systems, Inc	242.89
55710	336	Maintenance And Repair Services - Equipment	2016-03-03	1160022562	Stringfellow	142.16
55710	336	Maintenance And Repair Services - Equipment	2016-03-10	1160022571	Mid-State Equip Co,Inc	2,276.57
55710	336	Maintenance And Repair Services - Equipment	2016-03-10	1160022572	NAPA Auto Parts Of Morristown	692.43
55710	336	Maintenance And Repair Services - Equipment	2016-03-10	1160022574	Premier Truck Group	92.52
55710	336	Maintenance And Repair Services - Equipment	2016-03-10	1160022577	Triad Freightliner	5,776.06
55710	336	Maintenance And Repair Services - Equipment	2016-03-31	1160022591	Ferguson Driveshafts	640.00
55710	336	Maintenance And Repair Services - Equipment	2016-03-31	1160022594	Mid-State Equip Co,Inc	295.66
55710	359	Disposal Fees	2016-03-10	1160022569	Hamblen County-Morristown Solid Waste	48,522.60
55710	412	Diesel Fuel	2016-03-10	1160022563	BP	218.18
55710	412	Diesel Fuel	2016-03-10	1160022565	Fuelman	5,104.90
55710	425	Gasoline	2016-03-10	1160022563	BP	13.33
55710	425	Gasoline	2016-03-10	1160022564	Cocke Farmers Co-Op	18.62
55710	425	Gasoline	2016-03-10	1160022565	Fuelman	130.45
55710	433	Lubricants	2016-03-03	1160022560	Lubricorp, dba Petrochoice	1,356.71
55710	450	Tires And Tubes	2016-03-10	1160022566	Goforth Tire & Auto, Inc	1,381.40
55710	451	Uniforms	2016-03-24	1160022589	Cintas Corp., Loc. 207	435.96
55710	499	Other Supplies And Materials	2016-03-03	1160022557	Big M Janitorial	28.60
55710	499	Other Supplies And Materials	2016-03-03	1160022558	Elliott Boots	99.99
55710	499	Other Supplies And Materials	2016-03-10	1160022564	Cocke Farmers Co-Op	100.00
55710	499	Other Supplies And Materials	2016-03-10	1160022569	Hamblen County-Morristown Solid Waste	2,905.00
55710	499	Other Supplies And Materials	2016-03-10	1160022570	Interstate Battery System	227.90
55710	499	Other Supplies And Materials	2016-03-10	1160022576	Scott-Gross Co Inc	97.35
55710	499	Other Supplies And Materials	2016-03-16	1160022582	Big M Janitorial	62.75
55710	499	Other Supplies And Materials	2016-03-24	1160022588	Big M Janitorial	144.05
55710	499	Other Supplies And Materials	2016-03-31	1160022593	Kennedy Coffee Service	87.90
55710	506	Liability Insurance	2016-03-16	1160022587	Strate Insurance Group	13,865.00
55710	513	Worker's Compensation Insurance	2016-03-16	1160022587	Strate Insurance Group	15,559.00
55710	.....	Sanitation Management			Total: 29	104,342.98

Total of checks for Solid Waste/Sanitation Fund #(116) 104,342.98



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 131 Highway/Public Works Fund (#131)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
31000	307	Communication	2016-03-03	1313040566	Comcast Cable	66.00
31000	307	Communication	2016-03-10	1313040583	AT&T	73.58
31000	307	Communication	2016-03-10	1313040599	Verizon Wireless	224.90
31000	307	Communication	2016-03-31	1313040616	Comcast Cable	66.00
31000	307	Communication	2016-03-31	1313040624	Verizon Wireless	229.90
31000	317	Data Processing Services	2016-03-03	1313040569	Gravity Networks	130.00
31000	415	Electricity	2016-03-24	1313040609	Holston Electric Cooperative	1,015.89
31000	435	Office Supplies	2016-03-31	1313040617	Evans Office Supply Co	160.09
31000	442	Propane Gas	2016-03-03	1313040571	Heritage Propane	374.71
31000	442	Propane Gas	2016-03-10	1313040592	Heritage Propane	455.79
31000	454	Water and Sewer	2016-03-24	1313040610	Morristown Utilities	83.00
31000	506	Liability Insurance	2016-03-16	1313040604	Strate Insurance Group	13,488.50
31000	506	Liability Insurance	2016-03-31	1313040622	Travelers	183.82
31000	511	Vehicle And Equipment Insurance	2016-03-03	1313040575	Strate Insurance Group	7,010.00
31000	599	Other Charges	2016-03-03	1313040573	Kennedy Coffee Service	111.90
31000	599	Other Charges	2016-03-10	1313040587	Elliott Boots	199.99
31000	599	Other Charges	2016-03-24	1313040607	Buffalo Trail Western Wear	100.00
31000	599	Other Charges	2016-03-24	1313040612	Suntrust Bankcard, NA	63.45
31000	599	Other Charges	2016-03-31	1313040615	Cintas Corp., Loc. 207	37.42
31000	.....	Administration			Total: 19	24,074.94
32000	351	Rentals	2016-03-10	1313040578	A-1 Equipment Rental	26.00
32000	351	Rentals	2016-03-31	1313040614	A-1 Equipment Rental	26.00
32000	351	Rentals	2016-03-31	1313040623	United Rentals Inc.	1,233.33
32000	404	Asphalt - Hot Mix	2016-03-10	1313040586	Duracap Asphalt Paving Co, Inc	2,086.03
32000	408	Concrete	2016-03-10	1313040585	Concrete Materials Inc / Apac	456.00
32000	409	Crushed Stone	2016-03-10	1313040600	Vulcan Materials Company	5,057.63
32000	443	Road Signs	2016-03-03	1313040568	G & C Supply Co	550.00
32000	443	Road Signs	2016-03-10	1313040589	G & C Supply Co	101.70
32000	444	Salt	2016-03-03	1313040567	Compass Minerals America, Inc.	35,398.73
32000	451	Uniforms	2016-03-24	1313040608	Cintas Corp., Loc. 207	447.07
32000	467	Fencing	2016-03-03	1313040572	Highway Markings, Inc	4,941.25
32000	467	Fencing	2016-03-10	1313040593	Highway Markings, Inc	4,950.77
32000	.....	Highway And Bridge Maintenance			Total: 12	55,274.51
33100	412	Diesel Fuel	2016-03-10	1313040584	BP	72.52
33100	412	Diesel Fuel	2016-03-10	1313040588	Fuelman	1,858.90
33100	416	Equipment Parts - Heavy	2016-03-03	1313040574	Morristown Chevrolet	41.70
33100	416	Equipment Parts - Heavy	2016-03-03	1313040576	Worldwide Equip/Volunteervolvo	172.52
33100	416	Equipment Parts - Heavy	2016-03-10	1313040595	NAPA Auto Parts Of Morristown	2,719.50
33100	416	Equipment Parts - Heavy	2016-03-24	1313040613	Worldwide Equip/Volunteervolvo	1,285.95
33100	416	Equipment Parts - Heavy	2016-03-31	1313040618	Heavy Machines Inc	184.97
33100	424	Garage Supplies	2016-03-10	1313040598	Safety-Kleen Systems, Inc	584.93



**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 131 Highway/Public Works Fund (#131)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
63100	425	Gasoline	2016-03-10	1313040584	BP	150.19
63100	425	Gasoline	2016-03-10	1313040588	Fuelman	577.61
63100	433	Lubricants	2016-03-03	1313040565	Chemsearch Division	315.00
63100	450	Tires And Tubes	2016-03-10	1313040590	Goforth Tire & Auto, Inc	641.40
63100	450	Tires And Tubes	2016-03-10	1313040597	Porter's Tire Store	60.00
63100	499	Other Supplies And Materials	2016-03-10	1313040594	Lowe's	268.40
63100	499	Other Supplies And Materials	2016-03-31	1313040621	Town & Country Lock & Key	159.36
63100	.....	Operation And Maintenance Of Equipment			Total: 15	9,092.95
68000	705	Bridge Construction	2016-03-15		Robert G. Campbell & Associates, L.P.	-100,302.90
68000	705	Bridge Construction	2016-03-15	1313040601	Robert G. Campbell & Associates, L.P.	100,302.90
68000	705	Bridge Construction	2016-03-24	1313040611	Summers-Taylor Materials Co	118,529.40
68000	.....	Capital Outlay			Total: 3	118,529.40
Total of checks for Highway/Public Works Fund (#131)						206,971.80



Resolution to Appropriate Funds for the Jail/Justice Center Project

Motion by Herbert Harville, seconded by Howard Shipley to approve the resolution to appropriate funds for the Hamblen County Jail/Justice Center Project Architectural Service – Phase I and Phase II.

Chair R. Eldridge	YES
S. Ford	YES
J. Walker	NO
R. Debord	YES
H. Davis	YES
H. Harville	(M) YES
J. Huntsman	YES
L. Carter	YES

vacant	Absent
T. Ward	NO
J. Smyth	YES
T. Goins	YES
D. Wampler	YES
L. Jarvis	YES
VChair H. Shipley	(2) YES

8.b.

Passed (12 YES - 2 NO - 0 ABS - 1 Absent)

Majority Vote >

Resolution 16-06
HAMBLLEN COUNTY, TENNESSEE
RESOLUTION TO APPROPRIATE FUNDS FOR ARCHITECTURAL
AND PLANNING SERVICES FOR HAMBLLEN COUNTY
JAIL/JUSTICE CENTER PROJECT

WHEREAS, on June 23, 2011 the Hamblen County Legislative Body passed a resolution placing funds made available by closing the Special Endowment Fund into the General Fund and committing those funds for use for capital projects; and,

WHEREAS, that resolution established a two-thirds (2/3) majority vote requirement by the Hamblen County Legislative Body to appropriate funds for specific capital projects; and

WHEREAS, the Hamblen County Legislative Body now desires to appropriate \$185,370 to pay for architectural and planning services (Phase I &II) for the Hamblen County Jail/Justice Center project; and

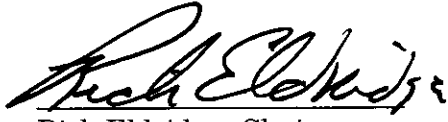
WHEREAS, this resolution establishes a two-thirds (2/3) majority vote requirement by the Hamblen County Legislative Body to appropriate funds for all other capital projects;

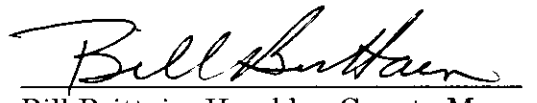
NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Legislative Body does hereby authorize \$185,370 to be appropriated from the restricted capital outlay money in the General Fund for services to be provided by Moseley Architects.

BE IT FURTHER RESOLVED that any resolution or part of a resolution which has heretofore been passed by the Legislative Body of Hamblen County which is in direct conflict with any provision in this resolution be and the same is hereby repealed;

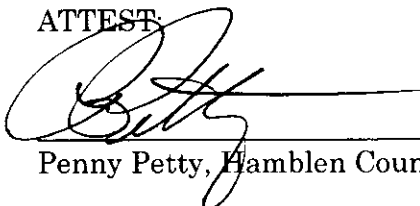
BE IT FURTHER RESOLVED that this resolution shall take effect from and after its passage on this the 21st day of April, 2016, a two-thirds (2/3) majority vote requiring it. This resolution shall be spread upon the minutes of the Hamblen County Legislative Body.

APPROVED:


Rick Eldridge, Chairman


Bill Brittain, Hamblen County Mayor

ATTEST


Penny Petty, Hamblen County Clerk

Budget Amendment / Public Safety Project

Motion by Herbert Harville, seconded by Randy DeBoard
 To approve the Budget Amendment for Fund #101 Public Safety Project
 Jail/Justice Center Project Architectural Service – Phase I and Phase II
 In the amount of \$185,370 from the Special Endowment Fund.

Chair R. Eldridge	YES
S. Ford	YES
J. Walker	YES
R. Debord	(2) YES
H. Davis	YES
H. Harville	(M) YES
J. Huntsman	YES
L. Carter	YES

vacant	Absent
T. Ward	YES
J. Smyth	YES
T. Goins	YES
D. Wampler	YES
L. Jarvis	YES
VChair H. Shipley	YES

8.c.1.

Passed (14 YES - 0 NO - 0 ABS - 1 Absent)

Majority Vote >



TENNESSEE
Hamblen County
 SERVICE • COMMUNITY • INDUSTRY
 OFFICE OF THE MAYOR

Hamblen County Commission

Month APRIL Year 2016

Fund #101

DEPT: PUBLIC SAFETY PROJECTS

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	PUBLIC SAFETY PROJECTS		
	Increase Appropriations		
91130.304	Architects	185,370	
	FUND BALANCE:		
	Decrease Fund Balance		
34685.000	Committed for Capital Projects (Endowment Funds)		185,370

Brief Descriptions of issue:

To appropriate funds for architectural and planning services (Phase I and II) for the Hamblen County Jail / Justice Center project.

Signature: Bill Burtman
 Title: County Mayor
 Date: April 8, 2016

For Finance Department Only:	
Reviewed by: _____	
Budget Amendment: _____	
Date: _____	



Budget Amendment / Juvenile Court

Motion by Herbert Harville, seconded by John Smyth to approve the Budget Amendment for Fund #101 Juvenile Court in the amount of \$10,000.

Chair R. Eldridge	YES
S. Ford	YES
J. Walker	YES
R. Debord	YES
H. Davis	YES
H. Harville	(M) YES
J. Huntsman	YES
L. Carter	YES

vacant	Absent
T. Ward	YES
J. Smyth	(2) YES
T. Goins	YES
D. Wampler	YES
L. Jarvis	YES
VChair H. Shipley	YES

8.c.2.

Passed (14 YES - 0 NO - 0 ABS - 1 Absent)

Majority Vote >



TENNESSEE
Hamblen County
 SERVICE • COMMUNITY • INDUSTRY
 OFFICE OF THE MAYOR

Hamblen County Commission

Month APRIL Year 2016

Fund #101 DEPT: JUVENILE COURT

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	JUVENILE COURT		
	Increase Appropriations		
53500.309	Contracts with Government Agencies	10,000	
	FUND BALANCE:		
	Decrease Fund Balance		
39000.000	Unassigned		10,000

Brief Descriptions of issue:

To appropriate additional funds for the holding of juveniles.

Signature: *Carol Ann Doty*
 Title: Director
 Date: 3/21/16

For Finance Department Only:	
Reviewed by: _____	
Budget Amendment: _____	
Date: _____	



Annual Debt Report for Fiscal Year Ending June 30, 2016

Motion by Herbert Harville, seconded by John Smyth to approve the Annual Debt Report for Fiscal Year Ending June 30, 2016 as presented.

Chair R. Eldridge	YES
S. Ford	YES
J. Walker	YES
R. Debord	YES
H. Davis	YES
H. Harville	(M) YES
J. Huntsman	YES
L. Carter	YES

vacant	Absent
T. Ward	YES
J. Smyth	(2) YES
T. Goins	YES
D. Wampler	YES
L. Jarvis	YES
VChair H. Shipley	YES

8.d.

Passed (14 YES - 0 NO - 0 ABS - 1 Absent)

Majority Vote >

Hamblen County Government



T E N N E S S E E
Hamblen County
SERVICE • COMMUNITY • INDUSTRY

Annual Debt Report

For the Year Ending June 30, 2016

Bill Brittain
County Mayor

Michelle Woods
Finance Director

Hamblen County, Tennessee
Annual Debt Report for the Fiscal Year Ending June 30, 2016
Table of Contents

	Page (s)
Letter of Transmittal	1
Letter to Finance Committee	2
Schedule of Changes in Long-term Other Loans and Bonds	3
Percentage of Debt - Hamblen County Government and Hamblen County School Department	4
Schedule of Budgeted Debt Payments - 2015	5
Benchmarks:	
Debt per Capita	6
Net Debt and Net Debt Per Capita	7
Debt as a Percentage of Personal Income	8
Net Debt as a Percentage of Personal Income	9
Debt to Assessed Property Value	10
Net Debt to Assessed Property Value	11
Debt Requirements:	
Schedule of Long-term Debt Requirements by Year - Total	12
Schedule of Long-term Debt Requirements by Year - By Debt Type	13
Schedule of Long-term Debt Requirements by Year - LGPIB, E-4-A, Refunding	14
Schedule of Long-term Debt Requirements by Year - LGPIB, VII-C-2, Refunding	15
Schedule of Long-term Debt Requirements by Year - Qualified School Construction Bonds	16
Schedule of Long-term Debt Requirements by Year - General Obligation Refunding Bonds, Series 2009	17
Schedule of Long-term Debt Requirements by Year - General Obligation Bonds, Series 2010	18
Schedule of Long-term Debt Requirements by Year - General Obligation Bonds, Series 2014	19
Multi-Year Budget	20
Charts:	
Schedule of Total Payments	21
Schedule of Principal Payments	22
Debt Portfolio Ratio - Fixed to Variable Rate Debt	23
Percentage of Debt - Hamblen County Government to Hamblen County School Department	24
 APPENDIX: Debt Management Policy	 i



TENNESSEE
Hamblen County
SERVICE • COMMUNITY • INDUSTRY
OFFICE OF THE MAYOR

To: Herbert Harville
Finance Committee Chair

From: Bill Brittain, County Mayor *BB*
Michelle Woods, Finance Director *MW*

Date: April 2, 2016

Re: Annual Debt Report

In compliance with Section II.B of Hamblen County's Debt Management Policy, Michelle Woods, Finance Director, and I present the Annual Debt Report (Report) for the fiscal year ending June 30, 2016, for your approval. Michelle and I agree that the timing of this report is advantageous. This report provides invaluable information to the Finance Committee, Budget Committee, and County Commission that will allow us to adopt an adequately funded debt budget. The information contained herein will allow us to evaluate our current financial position, future funding requirements, and our ability to issue debt in the future based on capacity.

Hamblen County's ratings of Aa3 from Moody's Investors Service and AA- from Standard and Poor's are a positive reflection of Hamblen County's solid financial position, strengthening of reserves, conservative budgetary practices, and manageable debt profile. These ratings allow Hamblen County to obtain financing at lower interest rates, which in return means a lesser burden on its citizens.

Additionally, I feel that this report allows us to demonstrate strong financial management practices to the citizens of Hamblen County, investors, and credit agencies. This transparency strengthens the accountability for all of us. We must, and will, ensure that taxpayers' dollars are properly expended.

We look forward to working together, so that we can, and will, prepare a debt budget that meets the needs of the citizens. Again, we are pleased to present the Annual Report as we begin to consider the 2016-2017 General Debt Service Fund Budget.

Bill Brittain, County Mayor

511 West Second North Street • ~~Memphis, TN 37814~~ *Office* 423.586.1931 • *fax* 423.586.4699
April 21, 2016 Commission Meeting

www.HamblenCountyTN.gov • *email* bbrittain@co.hamblen.tn.us



TENNESSEE
Hamblen County
SERVICE • COMMUNITY • INDUSTRY
OFFICE OF THE MAYOR

To: Hamblen County Citizens and All Interested Parties

From: Bill Brittain, County Mayor *BB*
Michelle Woods, Finance Director *MW*

Date: April 4, 2016

Re: Annual Debt Report

We are pleased to present to you our Annual Debt Report (Report) in compliance with Section II.B of Hamblen County's Debt Management Policy for the fiscal year ending June 30, 2016. It is our goal to demonstrate strong financial management practices to the citizens of Hamblen County, investors, and credit agencies. This transparency strengthens the accountability for all of us. We must, and will, ensure that taxpayers' dollars are properly expended.

Hamblen County received a rating of Aa3 from Moody's Investors Service, and an AA- from Standard and Poor's during its most recent ratings. These ratings are a positive reflection of Hamblen County's solid financial position, strengthening of reserves, conservative budgetary practices, and manageable debt profile. These ratings allow Hamblen County to obtain financing at lower interest rates, which in return means a lesser burden on its citizens.

The most recent ratings are further supported by examining certain ratios to national benchmarks. Based on the principal that will be outstanding as of June 30, 2016, Hamblen County's net debt to assessed property value is 2.02 percent compared to the national benchmark of no more than 10 percent. Additionally, Hamblen County's net debt-per-capita ratio of \$453 is more than favorable compared to the benchmark of \$1,200. Finally, the fact that Hamblen County's net debt as a percentage of personal income is 1.40 percent compared to the benchmark of 15 percent or less reinforces the strong financial management practices that are being utilized.

As we begin the 2016-2017 budget discussions, we will work with County Commission and exercise strong financial management practices to ensure the continued financial success of Hamblen County.

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • office: 423.586.1931 • fax: 423.586.4699
April 21, 2016 Commission Meeting

www.HamblenCountyTN.gov • email: bbrittain@co.hamblen.tn.us

Hamblen County, Tennessee
Annual Debt Report
Schedule of Changes in Long-term Other Loans and Bonds
For Year Ending June 30, 2016

Description of Indebtedness	Original Amount of Issue	Interest Rate	Date of Issue	Last Maturity Date	Outstanding 7/1/2015	Issued During Period	Paid and/or Matured During Period	Outstanding 6/30/2016
OTHER LOANS PAYABLE								
<u>Payable through General Debt Service Fund</u>								
Local Government Public Improvement Bonds, Series E-4-A - Refunding	\$ 10,100,000	Variable (1) %	8-13-08	6-1-25	\$ 10,100,000	\$ 0	\$ 0	\$ 10,100,000
Local Government Public Improvement Bonds, Series VII-C-2 - Refunding	20,200,000	Variable (1)	11-24-08	6-1-17	3,335,000	0	2,975,000	360,000
Qualified School Construction Bonds	11,280,000	1.515	12-17-09	7-1-26	7,878,038	0	703,854	7,174,184
Total Payable through General Debt Service Fund					<u>\$ 21,313,038</u>	<u>\$ 0</u>	<u>\$ 3,678,854</u>	<u>\$ 17,634,184</u>
Total Other Loans Payable					<u>\$ 21,313,038</u>	<u>\$ 0</u>	<u>\$ 3,678,854</u>	<u>\$ 17,634,184</u>
BONDS PAYABLE								
<u>Payable through General Debt Service Fund</u>								
General Obligation Refunding Bonds, Series 2009	10,860,000	3 to 5	9-23-09	6-1-19	\$ 10,235,000	\$ 0	\$ 110,000	\$ 10,125,000
General Obligation Bonds, Series 2010	2,375,000	2	8-11-10	6-1-16	270,000	0	270,000	0
General Obligation Bonds, Series 2014	5,200,000	1.15 to 2	3-28-14	6-1-23	4,615,000	0	595,000	4,020,000
Total Payable through General Debt Service Fund					<u>\$ 15,120,000</u>	<u>\$ 0</u>	<u>\$ 975,000</u>	<u>\$ 14,145,000</u>
Total Bonds Payable					<u>\$ 15,120,000</u>	<u>\$ 0</u>	<u>\$ 975,000</u>	<u>\$ 14,145,000</u>
TOTAL DEBT					<u>\$ 36,433,038</u>	<u>\$ 0</u>	<u>\$ 4,653,854</u>	<u>\$ 31,779,184</u>

(1) These issues were swapped to a synthetic fixed rate by execution of swap agreements in prior years.

Hamblen County, Tennessee

Annual Debt Report

Percentage of Debt - Hamblen County Government to Hamblen County School Department

Description of Indebtedness	Percentage of Outstanding Balance Related to Hamblen County General Government	Percentage of Outstanding Balance Related to Hamblen County School Department	Amount of Outstanding Balance Related to Hamblen County General Government	Amount of Outstanding Balance Related to Hamblen County School Department	Total
<u>OTHER LOANS PAYABLE</u>					
<u>Payable through General Debt Service Fund</u>					
Local Government Public Improvement Bonds, Series E-4-A - Refunding	24.76 %	75.24 %	\$ 2,500,760	\$ 7,599,240	\$ 10,100,000
Local Government Public Improvement Bonds, Series VII-C-2 - Refunding	13.60	86.40	48,960	311,040	360,000
Qualified School Construction Bonds	0.00	100.00	0	7,174,184	7,174,184
Total Payable through General Debt Service Fund			<u>\$ 2,549,720</u>	<u>\$ 15,084,464</u>	<u>\$ 17,634,184</u>
Total Other Loans Payable			<u>\$ 2,549,720</u>	<u>\$ 15,084,464</u>	<u>\$ 17,634,184</u>
<u>BONDS PAYABLE</u>					
<u>Payable through General Debt Service Fund</u>					
General Obligation Refunding Bonds, Series 2009	2.00	98.00	\$ 202,500	\$ 9,922,500	\$ 10,125,000
General Obligation Bonds, Series 2010	0.00	100.00	0	0	0
General Obligation Bonds, Series 2014	51.92	48.08	2,087,184	1,932,816	4,020,000
Total Payable through General Debt Service Fund			<u>\$ 2,289,684</u>	<u>\$ 11,855,316</u>	<u>\$ 14,145,000</u>
Total Bonds Payable			<u>\$ 2,289,684</u>	<u>\$ 11,855,316</u>	<u>\$ 14,145,000</u>
TOTAL DEBT	15.23	84.77	<u>\$ 4,839,404</u>	<u>\$ 26,939,780</u>	<u>\$ 31,779,184</u>

Hamblen County, Tennessee
Annual Debt Report
Schedule of Budgeted Debt Payments
Fiscal Year 2016

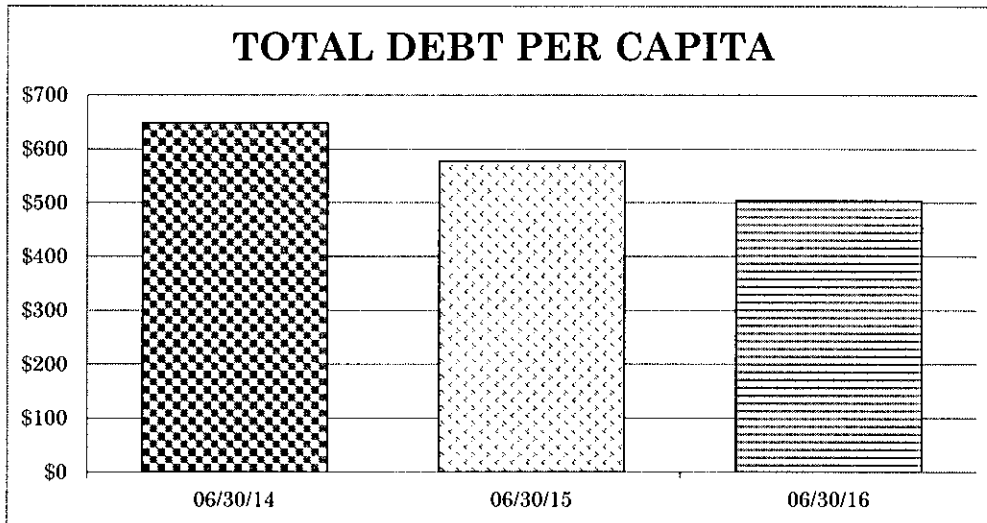
	PRINCIPAL	INTEREST
Other Loans:		
Local Government Public Improvement Bonds Refunding, Series E-4-A	\$ -	\$ 505,000
Local Government Public Improvement Bonds Refunding, Series VII-C-2	2,975,000	166,750
Qualified School Construction Bonds	<u>703,854</u>	<u>182,172</u>
Total Other Loans	<u>\$ 3,678,854</u>	<u>\$ 853,922</u>
Bonds:		
General Obligation Refunding Bonds, Series 2009	\$ 110,000	\$ 444,900
General Obligation Bonds, Series 2010	270,000	5,400
General Obligation Bonds, Series 2014	<u>595,000</u>	<u>79,630</u>
Total Bonds	<u>\$ 975,000</u>	<u>\$ 529,930</u>
TOTAL BUDGETED DEBT PAYMENTS	<u>\$ 4,653,854</u>	<u>\$ 1,383,852</u>

Hamblen County, Tennessee
Annual Debt Report
Debt Per Capita

Calculation Method:

$$\text{Debt Per Capita} = \frac{\text{Total Debt of the County}^1}{\text{County's Population}^2}$$

	06/30/14	06/30/15	06/30/16
Total Debt	40,931,892 \$	36,433,038 \$	31,779,184
Population	63,074	63,074	63,036
Debt Per Capita	649 \$	578 \$	504



Debt Per Capita - This ratio is used in evaluating the county's ability to pay off its debt by taking the total principal on outstanding debt divided by the total citizens in the county.

¹ Only the principal amount is utilized.

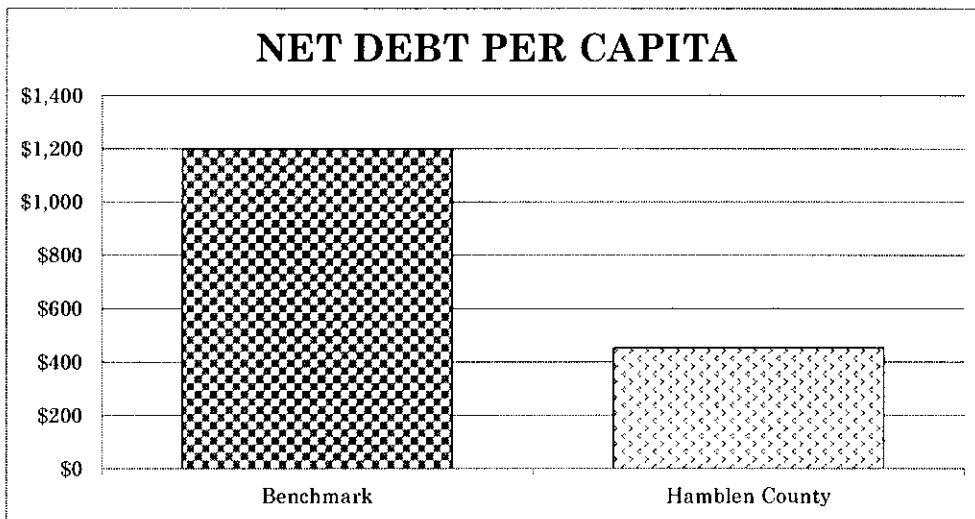
² U.S. Census, <http://factfinder2.census.gov/facets/tableservices/jsf/pages/productview.xhtml?src=bkmk>.

Hamblen County, Tennessee
Annual Debt Report
Net Debt and Net Debt Per Capita

Calculation Method:

$$\text{Net Debt Per Capita} = \frac{\text{Net Debt of the County}^1}{\text{County's Population}^2}$$

	Benchmark ³	Hamblen County
Total Debt		\$ 31,779,184
Less: Projected Year-end Fund Balances		(3,213,224)
Net Debt		<u>\$ 28,565,960</u>
Population		<u>63,036</u>
Net Debt Per Capita	\$ 1,200	\$ 453



Net Debt - Net debt is the outstanding principal less the funds that are currently available in fund balance. This allows Hamblen County to determine the amount that will be required to be collected in the future to retire the outstanding principal. This ratio is used in evaluating Hamblen County's ability to pay off its debt by taking the total principal on outstanding debt divided by the citizens in the county.

Net Debt Per Capita - This is calculated by taking the net debt divided by the total citizens of Hamblen County. This is the additional amount that Hamblen County would need to collect from every citizen in order to retire the outstanding principal balance. Simply stated, if every citizen remitted an additional \$575 at June 30, Hamblen County would be able to retire all of its debt excluding the interest component. The national benchmark is \$1,200 in principal indebtedness per citizen. However, this benchmark on the citizens of Hamblen County would not be a sustainable level, and would impact Hamblen County's ability to borrow additional debt in the future and higher interest rates.

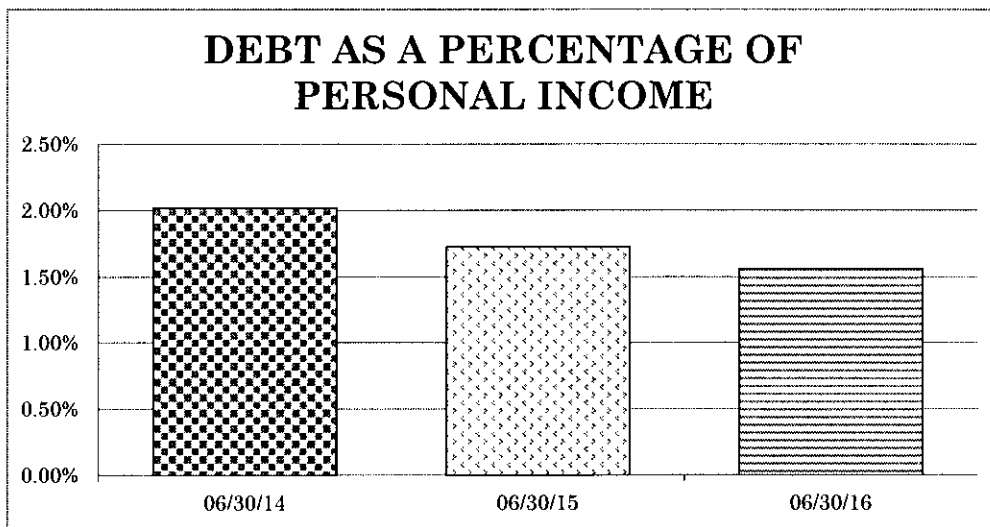
¹ Only the principal amount less projected year-end fund balance is utilized.
² U.S. Census, <http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk>.
³ "Municipal Benchmarks: Assessing Local Performance and Establishing Community Service Standards", David N. Ammons. - 2001. p. 119.

Hamblen County, Tennessee
Annual Debt Report
Debt as a Percentage of Personal Income

Calculation Method:

$$\frac{\text{Debt as Percentage of Personal Income}}{\text{Personal Income}} = \frac{\text{Total Debt of the County}^1 / \text{County's Population}^2}{\text{Total Personal Income}^3}$$

	06/30/14	06/30/15	06/30/16
Total Debt	\$ 40,931,892	\$ 36,433,038	\$ 31,779,184
Population	63,074	63,074	63,036
Personal Income	32,117	33,483	32,328
Debt Per Capita	2.02%	1.73%	1.56%



Debt as a Percentage of Personal Income - This ratio incorporates an ability to pay concept into the assessment of debt burden. It uses the total personal income (including wages, dividends, interest, rent, and government payments) divided by total population.

¹ Only the principal amount is utilized.

² U.S. Census, <http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk>.

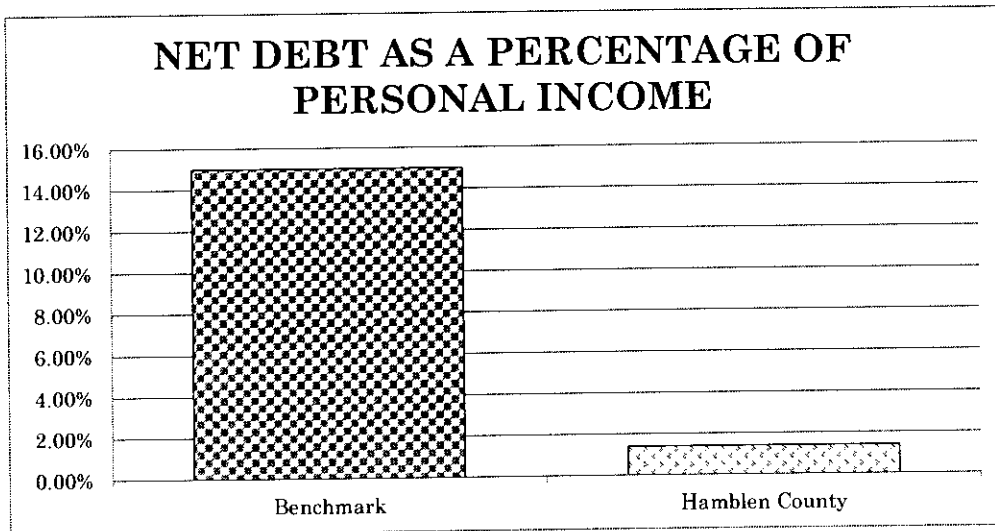
³ Bureau of Economic Analysis, www.bea.gov/iTable/print.cfm.

Hamblen County, Tennessee
Annual Debt Report
Net Debt as a Percentage of Personal Income

Calculation Method:

$$\text{Net Debt as Percentage of Personal Income} = \frac{\text{Net Debt of the County}^1 / \text{County's Population}^2}{\text{Total Personal Income}^3}$$

	Benchmark ⁴	Hamblen County
Total Debt		\$ 31,779,184
Less: Beginning of the Year Fund Balances		(3,213,224)
Net Debt		<u>\$ 28,565,960</u>
Personal Income		<u>\$ 32,328</u>
Population		<u>63,036</u>
Net Debt Per Capita	<u>15%</u>	<u>1.40%</u>



Net Debt as a Percentage of Personal Income - This ratio incorporates an ability to pay concept into the assessment of debt burden. It uses the total personal income (including wages, dividends, interest, rent, and government payments) divided by total population. The importance of this ratio is that it can be utilized to determine how Hamblen County's debt load can be spread to its citizens on their ability to pay compared to a benchmark. The current benchmark is that net debt as a percentage of personal income is 15% or less. Hamblen County's current net debt as a percentage of personal income is 1.79%.

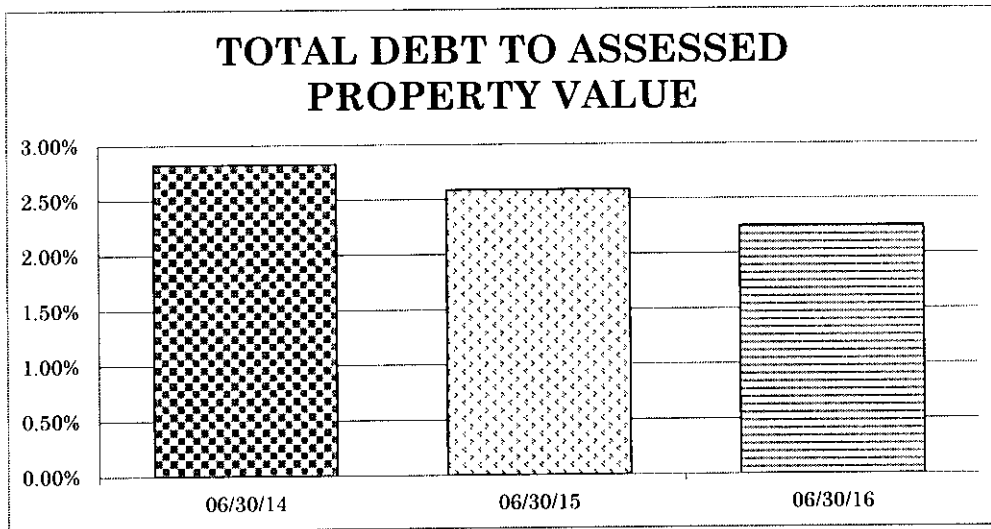
¹ Only the principal amount less projected year-end fund balance is utilized.
² U.S. Census, <http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk>.
³ Bureau of Economic Analysis, www.bea.gov/iTable/print.cfm.
⁴ "Municipal Benchmarks: Assessing Local Performance and Establishing Community Service Standards", David N. Ammons. - 2001, p. 119.

Hamblen County, Tennessee
Annual Debt Report
Debt to Assessed Property Value

Calculation Method:

$$\text{Debt to Assessed Property Value} = \frac{\text{Total Debt of the County}^1}{\text{Assessed Property Value}^2}$$

	06/30/14	06/30/15	06/30/16
Total Debt	40,931,892 \$	36,433,038 \$	31,779,184
Assessed Property Value	1,449,506,267	1,407,856,687	1,412,927,316
Debt to Assessed Property Value	2.82%	2.59%	2.25%



Debt to Assessed Property Value - This ratio examines Hamblen County's current indebtedness to the assessed property value. It shows the wealth available to support present indebtedness so the County can include any planned debt to calculate anticipated ratio, thus helping determine whether the County has capacity to meet present and future obligations.

¹ Only the principal amount is utilized.

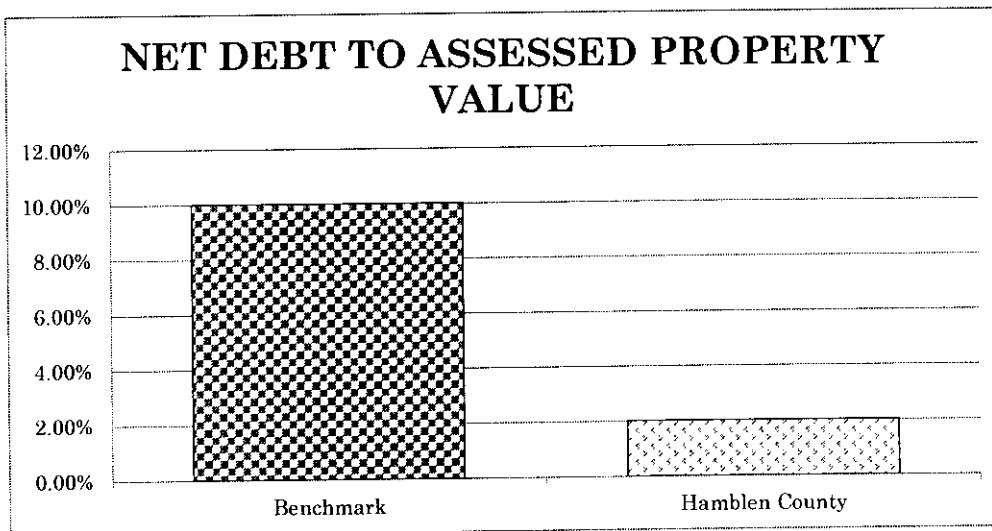
² This is based on final assessments as received from the State of Tennessee, and excludes any changes made during the year.

Hamblen County, Tennessee
Annual Debt Report
Net Debt to Assessed Property Value

Calculation Method:

$$\frac{\text{Net Debt to Assessed Property Value}}{\text{Property Value}} = \frac{\text{Net Debt of the County}^1}{\text{Assessed Property Value}^2}$$

	Benchmark ³	Hamblen County
Total Debt		\$ 31,779,184
Less: Beginning of the Year Fund Balance		(3,213,224)
Net Debt		<u>\$ 28,565,960</u>
Assessed Property Value		<u>\$ 1,412,927,316</u>
Net Debt to Assessed Property Value	<u>10%</u>	<u>2.02%</u>



Net Debt to Assessed Property Value - This ratio examines Hamblen County's net indebtedness to the assessed property value. It shows the wealth available to support present indebtedness so the County can include any planned debt to calculate anticipated ratio, thus helping determine whether the County has capacity to meet present and future obligations. The higher the percentage, the higher that the tax rate must be in order to meet Hamblen County's obligation. The current benchmark being utilized is 10%. Hamblen County's current net debt to assessed property value of 2.50% is well below the benchmark.

¹ Only the principal amount less projected year-end fund balance is utilized.

² This is based on final assessments as received from the State of Tennessee, and excludes any changes made during the year.

³ "Municipal Benchmarks: Assessing Local Performance and Establishing Community Service Standards", David N. Ammons. - 2001, p. 119.

Hamblen County, Tennessee
Annual Debt Report
Schedule of Long-term Debt Requirements by Year - Total
General Debt Service Fund

Year Ending June 30	Principal	Interest	Other Fees	Total
2016	4,653,854	1,279,448	104,404	6,037,706
2017	4,548,854	1,119,682	94,820	5,763,356
2018	4,883,854	975,342	93,660	5,952,856
2019	4,973,854	820,242	93,660	5,887,756
2020	2,788,854	630,227	93,660	3,512,741
2021	2,883,854	560,414	81,670	3,525,938
2022	2,978,854	485,477	69,028	3,533,359
2023	2,743,854	405,339	55,733	3,204,926
2024	2,518,854	326,968	41,704	2,887,526
2025	2,618,854	251,022	26,900	2,896,776
2026	773,140	170,892	11,280	955,312
2027	66,358	14,241	2,820	83,419
Total	\$ 36,433,038	\$ 7,039,294	\$ 769,339	\$ 44,241,671

Hamblen County, Tennessee
Annual Debt Report
Schedule of Long-term Debt Requirements by Year - By Debt Type
General Debt Service Fund

Year Ending June 30	Other Loans			Total
	Principal	Interest	Other Fees	
2016	3,678,854	749,518	104,404	4,532,776
2017	1,063,854	610,352	94,820	1,769,026
2018	703,854	593,512	93,660	1,391,026
2019	703,854	593,512	93,660	1,391,026
2020	2,173,854	593,512	93,660	2,861,026
2021	2,253,854	532,002	81,670	2,867,526
2022	2,333,854	467,144	69,028	2,870,026
2023	2,423,854	398,939	55,733	2,878,526
2024	2,518,854	326,968	41,704	2,887,526
2025	2,618,854	251,022	26,900	2,896,776
2026	773,140	170,892	11,280	955,312
2027	66,358	14,241	2,820	83,419
Total	\$ 21,313,038	\$ 5,301,614	\$ 769,339	\$ 27,383,991

Year Ending June 30	Bonds		Total
	Principal	Interest	
2016	975,000	529,930	1,504,930
2017	3,485,000	509,330	3,994,330
2018	4,180,000	381,830	4,561,830
2019	4,270,000	226,730	4,496,730
2020	615,000	36,715	651,715
2021	630,000	28,412	658,412
2022	645,000	18,333	663,333
2023	320,000	6,400	326,400
Total	\$ 15,120,000	\$ 1,737,680	\$ 16,857,680

Hamblen County, Tennessee
Annual Debt Report
Schedule of Long-term Debt Requirements by Year
Local Government Public Improvement Bonds - Series E-4-A, Refunding

Year Ending June 30	Principal	Interest	Other Fees	Total
2016	0	422,620	82,380	505,000
2017	0	422,620	82,380	505,000
2018	0	422,620	82,380	505,000
2019	0	422,620	82,380	505,000
2020	1,470,000	422,620	82,380	1,975,000
2021	1,550,000	361,110	70,390	1,981,500
2022	1,630,000	296,252	57,748	1,984,000
2023	1,720,000	228,047	44,453	1,992,500
2024	1,815,000	156,076	30,424	2,001,500
2025	1,915,000	80,130	15,620	2,010,750
Total	\$ 10,100,000	\$ 3,234,715	\$ 630,535	\$ 13,965,250

NOTE:

Local Government Public Improvement Bonds, Series E-4-A, Refunding were issued through the Blount County Public Building Authority on August 13, 2008, in the amount of \$10,100,000. This other loan was issued at a cost of \$100,000 to refund the \$10,000,000 outstanding for the Local Government Public Improvement Bonds, Series A-2-B. Series A-2-B was originally issued on June 1, 2001, for capital projects related to the school department and the courthouse annex. Series A-2-B has a synthetic fixed rate through the execution of swap agreement (a derivative). As of March 31, 2015, the swap agreement has a \$1,104,333 termination value should Hamblen County desire to terminate the swap. The termination value is constantly changing based on financial market conditions. Currently, interest and other fees are budgeted at a rate of 5%.

Hamblen County, Tennessee
Annual Debt Report
Schedule of Long-term Debt Requirements by Year
Local Government Public Improvement Bonds - Series VII-C-2, Refunding

Year Ending June 30	Principal	Interest	Other Fees	Total
2016	2,975,000	156,006	10,744	3,141,750
2017	360,000	16,840	1,160	378,000
Total	\$ 3,335,000	\$ 172,846	\$ 11,904	\$ 3,519,750

NOTE:

Local Government Public Improvement Bonds, Series VII-C-2, Refunding were issued through the Sevier County Public Building Authority on November 24, 2008, in the amount of \$20,200,000. This other loan was issued at a cost of \$200,000 to refund the \$10,000,000 outstanding for the Local Government Public Improvement Bonds, Series III-D-2, and the \$10,000,000 outstanding for the Local Government Public Improvement Bonds, Series IV-B-3. Series III-D-2 was originally issued on January 1, 1999, for capital projects related to the school department and the courthouse annex. Series III-D-2 has a synthetic fixed rate through the execution of swap agreement (a derivative). As of March 31, 2015, the swap agreement had a \$200,759 termination value should Hamblen County desire to terminate the swap. The termination value is constantly changing based on financial market conditions. Series IV-B-3 was originally issued on January 1, 2000, for capital projects related to the school department and the courthouse annex. Currently, interest and other fees are budgeted at a rate of 5%.

Hamblen County, Tennessee
Annual Debt Report
Schedule of Long-term Debt Requirements by Year
Qualified School Construction Bond

Year Ending June 30	Principal	Interest	Other Fees	Total
2016	703,854	170,892	11,280	886,026
2017	703,854	170,892	11,280	886,026
2018	703,854	170,892	11,280	886,026
2019	703,854	170,892	11,280	886,026
2020	703,854	170,892	11,280	886,026
2021	703,854	170,892	11,280	886,026
2022	703,854	170,892	11,280	886,026
2023	703,854	170,892	11,280	886,026
2024	703,854	170,892	11,280	886,026
2025	703,854	170,892	11,280	886,026
2026	773,140	170,892	11,280	955,312
2027	66,358	14,241	2,820	83,419
Total	\$ 7,878,038	\$ 1,894,053	\$ 126,900	\$ 9,898,991

NOTE:

The Qualified School Construction Bonds were issued through the Tennessee State School Bond Authority and loaned to Hamblen County on December 17, 2009, in the amount of \$11,280,000. This other loan was issued at a cost of \$124,936 for capital projects related to the school department. It is important to note that the Tennessee State School Bond Authority issued the bonds and loaned the proceeds to Hamblen County and various other governments across Tennessee. Hamblen County pays interest of 1.515 percent on its share of the bonds and also pays a monthly administrative fee to the State of Tennessee. Hamblen County and the other borrowers of the bond proceeds are required to comply with federal regulations established for the Qualified School Construction Bond program. Failure to comply with those requirements may result in the loss of the tax credit status of the bonds. This would result in further charges to the borrowers (Hamblen County) including the requirements to pay the tax-credit rate (5.86 percent) in addition to the 1.515 percent for a total rate of 7.375 percent. Currently, the budget is based on the 1.515 percent and the related monthly administrative fee.

Hamblen County, Tennessee
Annual Debt Report
Schedule of Long-term Debt Requirements by Year
General Obligation Refunding Bonds, Series 2009

Year Ending June 30	Principal	Interest	Total
2016	110,000	444,900	554,900
2017	2,890,000	441,600	3,331,600
2018	3,575,000	326,000	3,901,000
2019	<u>3,660,000</u>	<u>183,000</u>	<u>3,843,000</u>
Total	<u>\$ 10,235,000</u>	<u>\$ 1,395,500</u>	<u>\$ 11,630,500</u>

NOTE:

General Obligation Refunding Bonds, Series 2009 were issued on September 23, 2009 in the amount of \$10,860,000. These bonds were sold at premium totaling \$911,416 and issued at a cost of \$234,113. The bonds refunded the \$10,000,000 outstanding on the Local Government Public Improvement Bonds, Series III-A-3, and the associated swap agreement (a derivative) totaling \$1,497,000. The Series III-A-3 was originally issued on March 19, 1998, for capital projects related to the school department. The fixed interest rates on the Series 2009 bonds range from 3% percent to 5%.

Hamblen County, Tennessee
Annual Debt Report
Schedule of Long-term Debt Requirements by Year
General Obligation Bonds, Series 2010

Year Ending June 30	Principal	Interest	Total
2016	<u>270,000</u>	<u>5,400</u>	<u>275,400</u>
Total	<u>\$ 270,000</u>	<u>\$ 5,400</u>	<u>\$ 275,400</u>

NOTE:

General Obligation Bonds, Series 2010 were issued on August 11, 2010, in the amount of \$2,375,000. These bonds were sold at a premium totaling \$52,081 and issued at a cost of \$48,946. The bonds were issued for capital projects related to the school department. The interest rate on the Series 2010 bonds is fixed at 2%.

Hamblen County, Tennessee
Annual Debt Report
Schedule of Long-term Debt Requirements by Year
General Obligation Bonds, Series 2014

Year Ending June 30	Principal	Interest	Total
2016	595,000	79,630	674,630
2017	595,000	67,730	662,730
2018	605,000	55,830	660,830
2019	610,000	43,730	653,730
2020	615,000	36,715	651,715
2021	630,000	28,412	658,412
2022	645,000	18,333	663,333
2023	320,000	6,400	326,400
Total	<u>\$ 4,615,000</u>	<u>\$ 336,780</u>	<u>\$ 4,951,780</u>

NOTE:

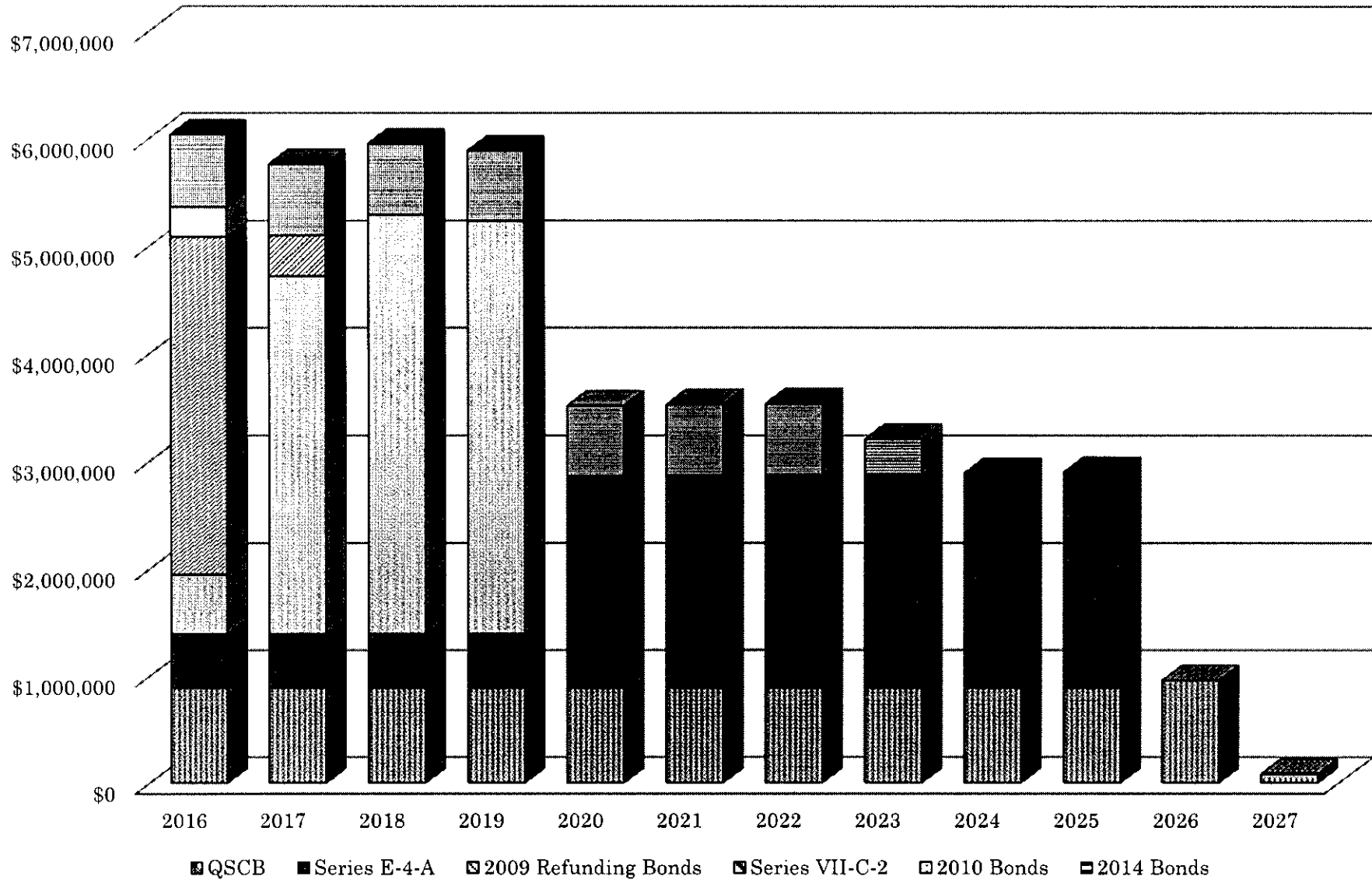
General Obligation Bonds, Series 2014 were issued on March 28, 2014, in the amount of \$5,200,000. These bonds were sold at a premium totaling \$77,475 and issued at a cost of \$73,224. Of the \$5,200,000 issued, \$2,700,000 was for paving project in the county and \$2,500,000 was for capital improvements projects at one of the county high schools. The fixed interest rates on the Series 2014 bonds range from 1.15% to 2%.

Henderson County, Tennessee
 Annual Debt Report
 Multiple Year Debt Budget

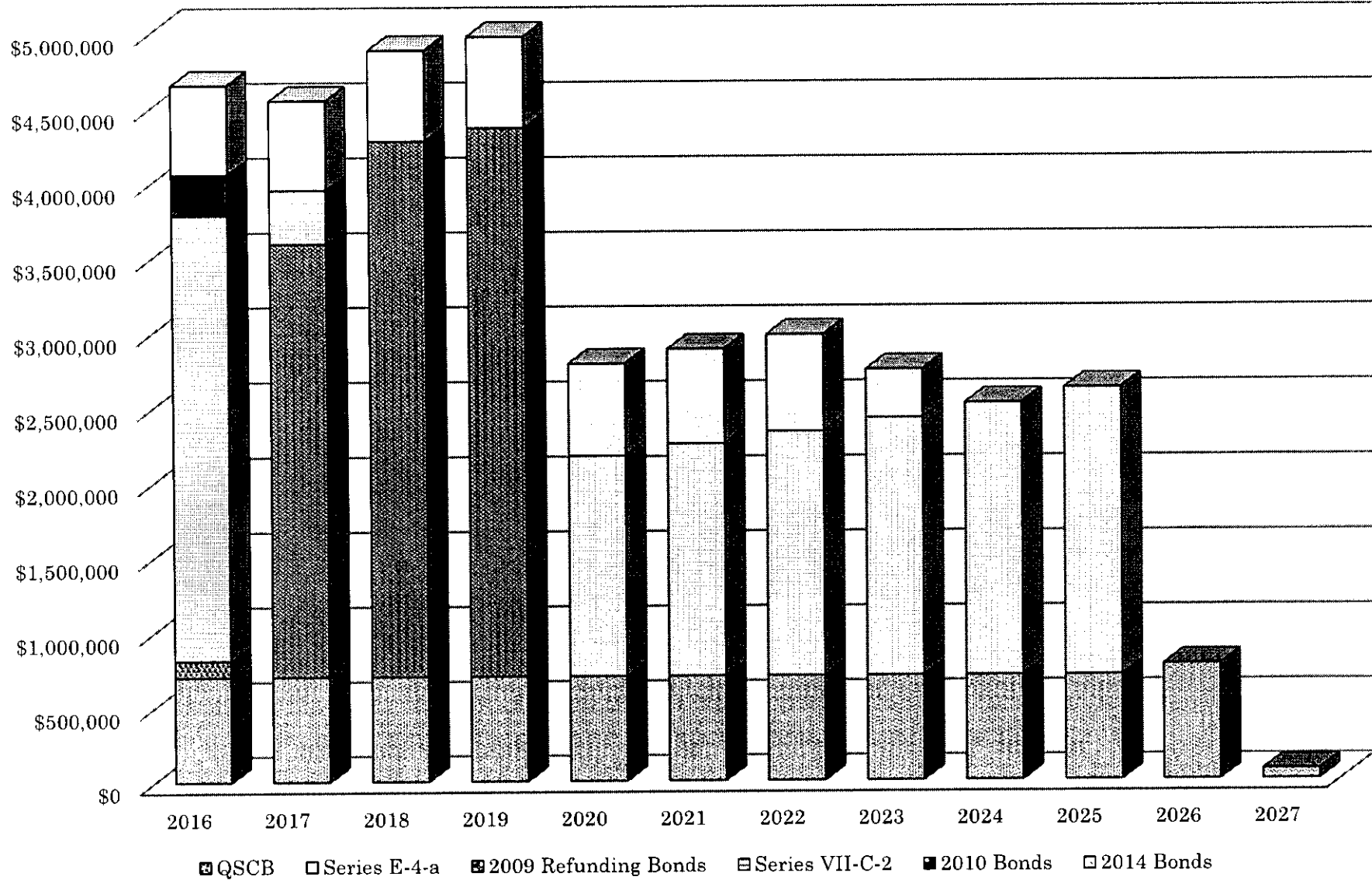
ACCOUNT NUMBER DESCRIPTION	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
ESTIMATED REVENUES												
40000 Local Taxes												
40100 County Property Taxes												
40110 Current Property Tax	\$ 3,993,000	\$ 3,993,000	\$ 3,993,000	\$ 3,993,000	\$ 3,993,000	\$ 3,993,000	\$ 3,993,000	\$ 3,993,000	\$ 3,993,000	\$ 3,993,000	\$ 3,993,000	\$ 3,993,000
40120 Trustee's Collections - Prior Year	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
40130 Circuit Clerk and Master Collections - Prior Year	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250
40140 Interest and Penalties	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250
40161 Payments in-Lieu-of Taxes - T.V.A	409	409	409	409	409	409	409	409	409	409	409	409
40162 Payments in-Lieu-of Taxes - Local Utilities	62,310	62,310	62,310	62,310	62,310	62,310	62,310	62,310	62,310	62,310	62,310	62,310
40163 Payments in Lieu of Taxes - Other	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
40200 County Local Option Taxes	0	0	0	0	0	0	0	0	0	0	0	0
40210 Local Option Sales Tax	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
40265 Litigation Taxes - Jail, Workhouse or Courthouse	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
40300 Statutory Local Taxes	0	0	0	0	0	0	0	0	0	0	0	0
40320 Bank Excise Tax	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Total Local Taxes	\$ 4,631,219	\$ 4,631,219	\$ 4,631,219	\$ 4,631,219	\$ 4,631,219	\$ 4,631,219	\$ 4,631,219	\$ 4,631,219	\$ 4,631,219	\$ 4,631,219	\$ 4,631,219	\$ 4,631,219
12000 Fines, Forfeitures, and Penalties												
12100 Circuit Court												
12150 Jail Fees	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
12300 General Sessions Court												
12350 Jail Fees	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000
Total Fines, Forfeitures, and Penalties	\$ 47,500	\$ 47,500	\$ 47,500	\$ 47,500	\$ 47,500	\$ 47,500	\$ 47,500	\$ 47,500	\$ 47,500	\$ 47,500	\$ 47,500	\$ 47,500
11000 Other Local Revenues												
11100 Recurring Items												
11110 Investment Income	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000
11900 Other Local Revenues	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	0	0
11900 Other Local Revenues	\$ 725,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 225,000	\$ 225,000
Total Other Local Revenues	\$ 5,403,719	\$ 5,403,719	\$ 5,403,719	\$ 5,403,719	\$ 5,403,719	\$ 5,403,719	\$ 5,403,719	\$ 5,403,719	\$ 5,403,719	\$ 5,403,719	\$ 4,903,719	\$ 4,603,719
Total Estimated Revenues and Other Sources	\$ 10,064,938	\$ 10,064,938	\$ 10,064,938	\$ 10,064,938	\$ 10,064,938	\$ 10,064,938	\$ 10,064,938	\$ 10,064,938	\$ 10,064,938	\$ 10,064,938	\$ 9,534,938	\$ 9,234,938
ESTIMATED EXPENDITURES												
82100 Principal on Debt												
82110 General Government												
601 Principal on Bonds	\$ 2,200	\$ 57,800	\$ 71,500	\$ 73,200	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
612 Principal on Other Loans	404,600	48,960	0	0	363,972	383,780	403,588	425,872	449,394	474,154	0	0
Total Principal - General Government	\$ 406,800	\$ 106,760	\$ 71,500	\$ 73,200	\$ 363,972	\$ 383,780	\$ 403,588	\$ 425,872	\$ 449,394	\$ 474,154	\$ 0	\$ 0
82120 Highways and Streets												
601 Principal on Bonds	\$ 290,000	\$ 290,000	\$ 290,000	\$ 300,000	\$ 300,000	\$ 305,000	\$ 315,000	\$ 320,000	\$ 0	\$ 0	\$ 0	\$ 0
Total Principal - Highways and Streets	\$ 290,000	\$ 290,000	\$ 290,000	\$ 300,000	\$ 300,000	\$ 305,000	\$ 315,000	\$ 320,000	\$ 0	\$ 0	\$ 0	\$ 0
82130 Education												
601 Principal on Bonds	\$ 682,800	\$ 3,137,200	\$ 3,813,500	\$ 3,896,800	\$ 3,115,000	\$ 3,250,000	\$ 3,300,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
612 Principal on Other Loans	3,274,254	1,014,804	793,854	703,854	1,809,882	1,870,074	1,930,266	1,997,982	2,069,460	2,144,700	773,140	63,358
Total Principal - Education	\$ 3,957,054	\$ 4,152,004	\$ 4,607,354	\$ 4,600,654	\$ 4,924,882	\$ 5,120,074	\$ 5,230,266	\$ 1,997,982	\$ 2,069,460	\$ 2,144,700	\$ 773,140	\$ 63,358
82200 Interest on Debt												
82210 General Government												
603 Interest on Bonds	\$ 8,806	\$ 8,832	\$ 6,520	\$ 3,660	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
613 Interest on Other Loans	147,716	127,486	125,038	125,038	125,038	106,839	87,650	67,471	46,177	23,708	0	0
Total Interest - General Government	\$ 156,522	\$ 136,318	\$ 131,558	\$ 128,698	\$ 125,038	\$ 106,839	\$ 87,650	\$ 67,471	\$ 46,177	\$ 23,708	\$ 0	\$ 0
82220 Highways and Streets												
603 Interest on Bonds	\$ 42,108	\$ 36,307	\$ 30,507	\$ 24,608	\$ 21,157	\$ 17,107	\$ 12,228	\$ 6,400	\$ 0	\$ 0	\$ 0	\$ 0
Total Interest - Highways and Streets	\$ 42,108	\$ 36,307	\$ 30,507	\$ 24,608	\$ 21,157	\$ 17,107	\$ 12,228	\$ 6,400	\$ 0	\$ 0	\$ 0	\$ 0
82230 Education												
603 Interest on Bonds	\$ 478,924	\$ 464,191	\$ 344,803	\$ 198,462	\$ 15,558	\$ 11,305	\$ 6,105	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
604 Interest on Notes	0	0	0	0	0	0	0	0	0	0	0	0
613 Interest on Other Loans	694,926	566,406	550,854	550,854	550,854	495,553	437,242	375,921	311,215	242,934	170,892	14,241
Total Interest - Education	\$ 1,173,850	\$ 1,030,597	\$ 895,657	\$ 749,316	\$ 566,412	\$ 506,858	\$ 443,347	\$ 375,921	\$ 311,215	\$ 242,934	\$ 170,892	\$ 14,241
82300 Other Debt Service												
82310 General Government												
510 Trustee's Commission	\$ 91,815	\$ 93,652	\$ 95,525	\$ 97,435	\$ 99,384	\$ 101,372	\$ 103,399	\$ 105,467	\$ 107,576	\$ 109,728	\$ 111,922	\$ 114,161
Total Other Debt Service - General Government	\$ 91,815	\$ 93,652	\$ 95,525	\$ 97,435	\$ 99,384	\$ 101,372	\$ 103,399	\$ 105,467	\$ 107,576	\$ 109,728	\$ 111,922	\$ 114,161
82330 Education												
609 Other Debt Service	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 2,820
Total Other Debt Service - Education	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 11,280	\$ 2,820
Total Estimated Expenditures and Other Uses	\$ 6,120,521	\$ 5,857,008	\$ 6,048,381	\$ 5,985,191	\$ 6,612,125	\$ 6,627,310	\$ 6,646,758	\$ 6,666,092	\$ 6,685,426	\$ 6,704,764	\$ 6,724,102	\$ 6,743,440
Excess of Estimated Revenue Over (Under) Estimated Expenditures	\$ 3,944,417	\$ 4,207,930	\$ 4,456,587	\$ 4,583,747	\$ 3,442,813	\$ 3,444,628	\$ 3,438,180	\$ 3,438,846	\$ 3,439,512	\$ 3,439,512	\$ 3,439,512	\$ 3,439,512
Estimated Beginning Fund Balance & Reserves - July 1	3,089,026	3,213,221	2,759,935	2,115,273	1,533,801	3,325,305	5,101,805	6,868,766	8,962,092	11,370,709	13,767,924	17,604,409
Estimated Ending Fund Balance & Reserves - June 30	\$ 3,213,221	\$ 2,759,935	\$ 2,115,273	\$ 1,533,801	\$ 3,325,305	\$ 5,101,805	\$ 6,868,766	\$ 8,962,092	\$ 11,370,709	\$ 13,767,924	\$ 17,604,409	\$ 22,013,538

NOTE: Based on current economic conditions, the revenues are budgeted constant with no growth.

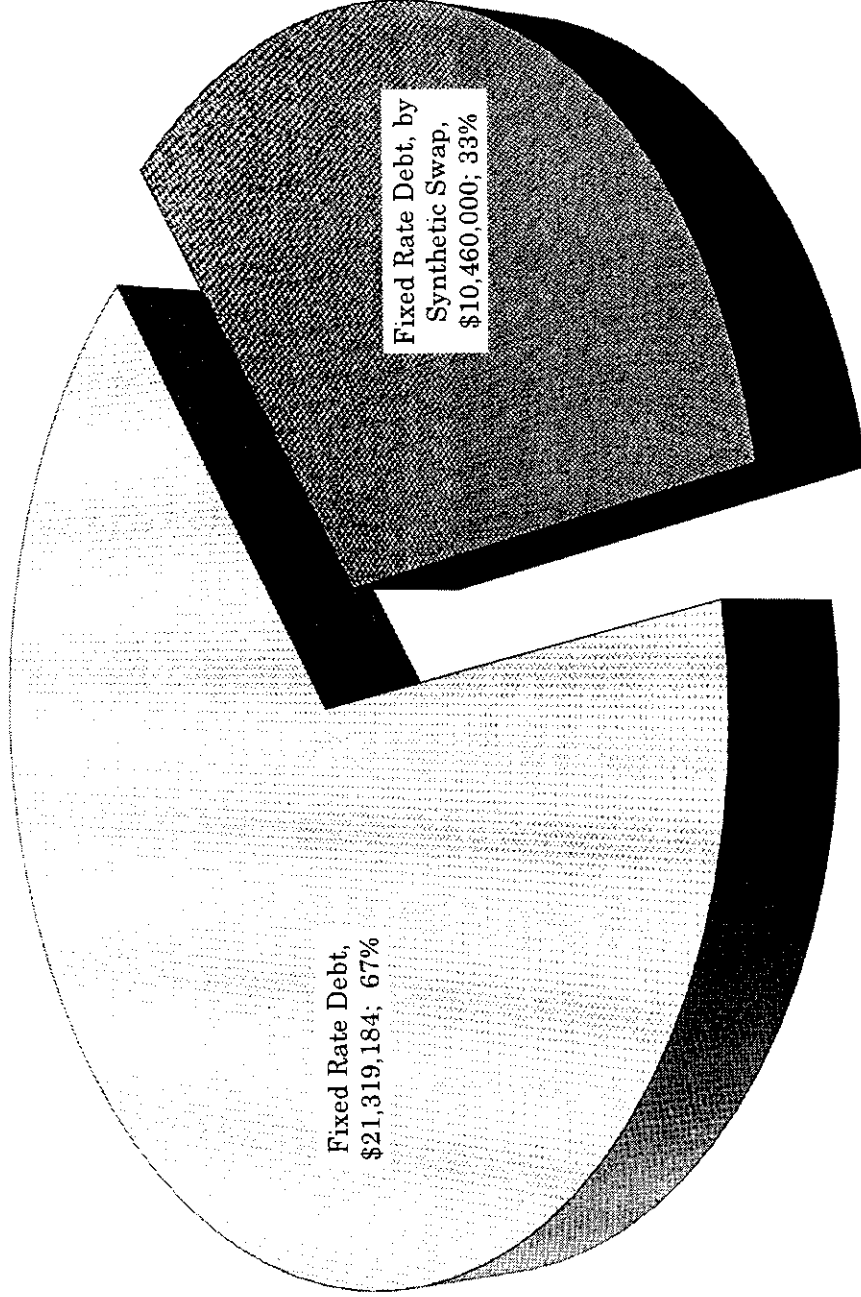
HAMBLEN COUNTY, TENNESSEE SCHEDULE OF TOTAL PAYMENTS



HAMBLLEN COUNTY, TENNESSEE SCHEDULE OF PRINCIPAL PAYMENTS

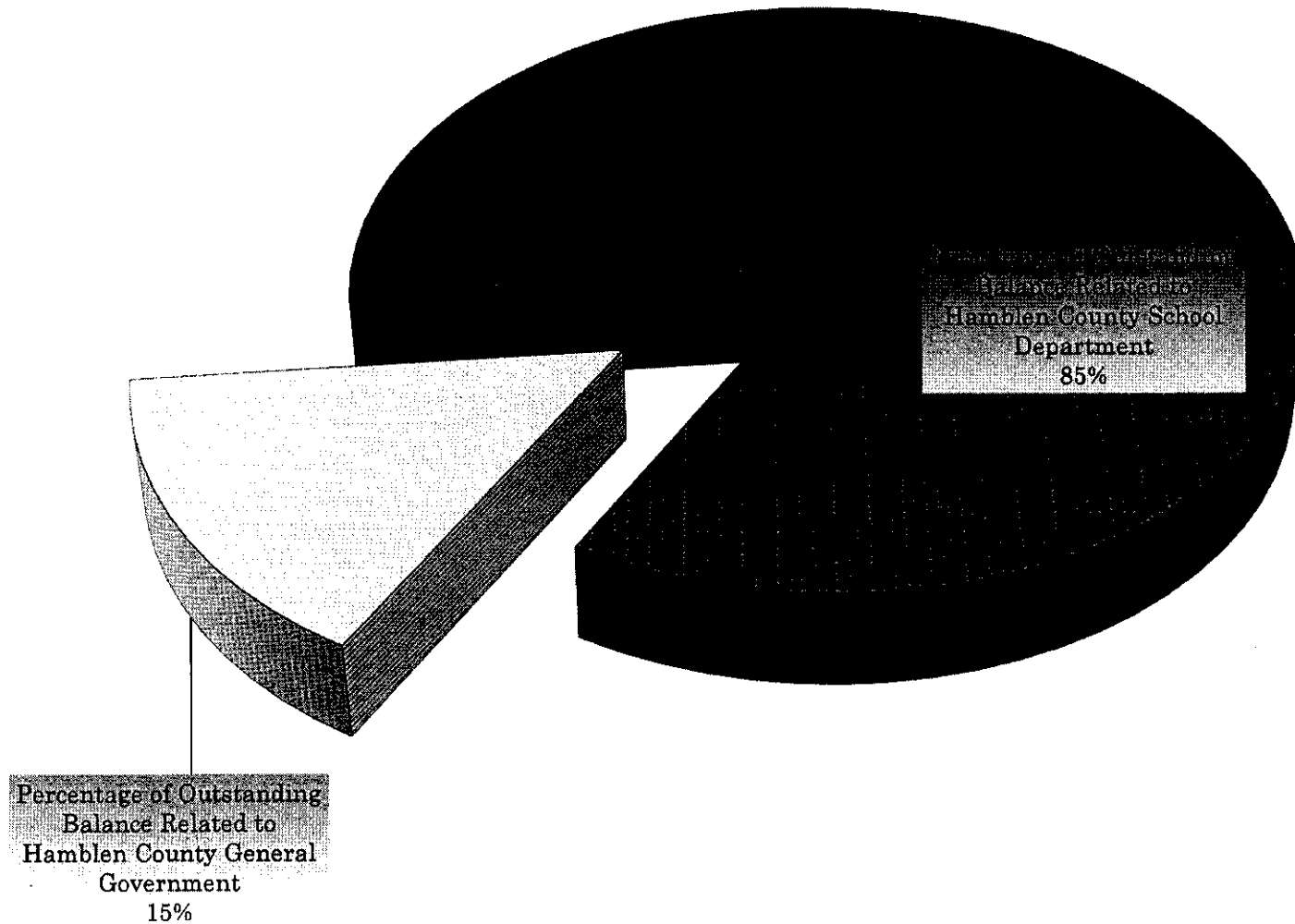


**Hamblen County, Tennessee
Debt Portfolio Ratios
Total Outstanding Debt - \$31,779,184**



Hamblen County, Tennessee General Government to Schools Percentage

Total Outstanding Debt - \$31,779,184



Resolution Authorizing LPRF Grant Application for Improvement at Cherokee Park

Motion by Herbert Harville, seconded by Howard Shipley to approve Resolution 16-05 authorizing the application for the LPRF Grant to fund the proposed improvements at Cherokee Park.

Chair R. Eldridge	YES
S. Ford	YES
J. Walker	NO
R. Debord	YES
H. Davis	YES
H. Harville	(M) YES
J. Huntsman	YES
L. Carter	NO

vacant	Absent
T. Ward	YES
J. Smyth	YES
T. Goins	YES
D. Wampler	YES
L. Jarvis	YES
VChair H. Shipley	(2) YES

8.e.

Passed (12 YES - 2 NO - 0 ABS - 1 Absent)

Majority Vote >

Resolution 16-05

A RESOLUTION OF THE COUNTY COMMISSION OF HAMBLEN COUNTY, TENNESSEE AUTHORIZING THE LPRF GRANT APPLICATION

WHEREAS, the Hamblen County Commission supports all attempts to improve recreation opportunities within Hamblen County; and

WHEREAS, Hamblen County has indicated its intention to make major capital improvements to Cherokee Park; and

WHEREAS, the Tennessee Local Parks and Recreation Fund (LPRF), as administered by the Tennessee Department of Environment and Conservation, offers grants to local governments for partial financing of improvements made to local recreational facilities; and

WHEREAS, Hamblen County has committed to providing necessary matching funds from existing Cherokee Park capital improvement funds and/or in-kind services which will be used to satisfy the fifty percent (50%) funding match required by the LPRF for the proposed improvements at Cherokee Park; and

WHEREAS, if funded Hamblen County agrees to file a Notice of Limitation of Use (NLU) form, and that the grant project shall be completed within two (2) years of the project contract start date.


NOW, THEREFORE, BE IT RESOLVED, that the Hamblen County Commission hereby authorizes the County Mayor or his representative(s) to prepare an LPRF grant application to fund the proposed improvements at Cherokee Park. The LPRF application would seek grant funds not to exceed \$250,000 with 50% of the total project cost to be matched from existing Cherokee Park capital improvements funds and other in-kind matching sources. If awarded grant funding, Hamblen County will register the required Notice of Use (NLU) form and Hamblen County agrees to completing the project within two (2) years of the project contract start date.

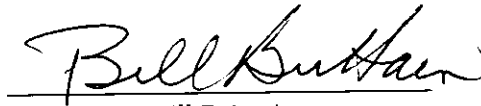
WHEREFORE, it was moved by Herbert Harville and seconded by Howard Shiplay that this Resolution be adopted.

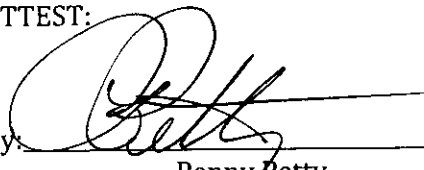
Voting Aye: 12 Voting Nay: 2 Pass: 0

The Chair declared the Resolution adopted this 21st day of April, 2016.

Hamblen County Board of Commissioners

By: 
Rick Eldridge, Chairman

APPROVED:
By: 
Bill Brittain
Hamblen County Mayor

ATTEST:
By: 
Penny Petty
Hamblen County Clerk

Resolution Authorizing Rural Tourism Development Grant Application

Motion by Herbert Harville, seconded by John Smyth to approve a resolution authorizing a Rural Tourism Development Grant Application for the proposed improvement to the boat ramp at Point 20 at Cherokee Park.

Chair R. Eldridge	YES
S. Ford	YES
J. Walker	YES
R. Debord	YES
H. Davis	YES
H. Harville	(M) YES
J. Huntsman	YES
L. Carter	YES

vacant	Absent
T. Ward	YES
J. Smyth	(2) YES
T. Goins	YES
D. Wampler	YES
L. Jarvis	YES
VChair H. Shipley	YES

8.f.

Passed (14 YES - 0 NO - 0 ABS - 1 Absent)

Majority Vote >

Resolution 16-07

**A RESOLUTION OF THE COUNTY COMMISSION OF HAMBLLEN COUNTY, TENNESSEE
AUTHORIZING THE RURAL TOURISM DEVELOPMENT GRANT APPLICATION**

WHEREAS, the Hamblen County Commission supports all attempts to improve recreation and tourism opportunities within Hamblen County; and

WHEREAS, Hamblen County has indicated its intention to make major capital improvements to Cherokee Park which is a tourist destination for concerts, camping, disc golf and fishing; and

WHEREAS, the Tennessee Tourism Enhancement Grant, as administered by the Tennessee Department of Economic & Community Development, offers grants to local governments for partial financing of improvements made to local tourism assets; and

WHEREAS, Hamblen County has committed to providing necessary matching funds from existing Cherokee Park capital improvement funds and/or in-kind services which will be used to satisfy the thirty percent (30%) funding match required by the Tourism Enhancement Grant for the proposed improvements at Cherokee Park; and

WHEREAS, the County commits to complete the grant project during the 2017 Fiscal Year.

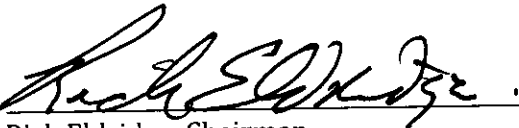
NOW, THEREFORE, BE IT RESOLVED, that the Hamblen County Commission hereby authorizes the County Mayor or his representative(s) to prepare a local Tourism Enhancement grant application to fund the proposed improvements at Cherokee Park. The application would seek grant funds not to exceed \$10,000 with 30% of the total project cost to be matched from existing capital improvements funds and other in-kind matching sources. If awarded grant funding, Hamblen County agrees to complete the project during the 2017 fiscal year.

WHEREFORE, it was moved by Herbert Harville and seconded by John Smyth that this Resolution be adopted.


Voting Aye: 14 Voting Nay: 0 Pass: 0

The Chair declared the Resolution adopted this 21st day of April, 2016.

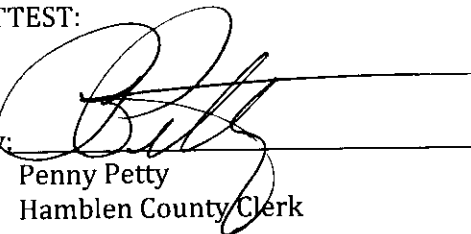
Hamblen County Board of Commissioners

By: 
Rick Eldridge, Chairman

APPROVED:

By: 
Bill Brittain
Hamblen County Mayor

ATTEST:

By: 
Penny Petty
Hamblen County Clerk

Health Department Memorandum of Agreement / Cherokee Health Systems

Motion by Herbert Harville, seconded by Dana Wampler
 To approve the Health Department Memorandum of Agreement with Cherokee Health Systems relating to the Hamblen County Tobacco Settlement Grant.

Chair R. Eldridge	YES
S. Ford	YES
J. Walker	YES
R. Debord	YES
H. Davis	YES
H. Harville	(M) YES
J. Huntsman	YES
L. Carter	YES

vacant	Absent
T. Ward	YES
J. Smyth	YES
T. Goins	YES
D. Wampler	(2) YES
L. Jarvis	YES
VChair H. Shipley	YES

8.g.1.

Passed (14 YES - 0 NO - 0 ABS - 1 Absent)

Majority Vote >

Memorandum of Agreement

This Memorandum of Agreement is made between Hamblen County Government, Morristown, Tennessee 37814 hereinafter HCG and Cherokee Health Systems 6350 W. Andrew Johnson Hwy, Talbott, Tn., hereinafter CHS.

The parties hereby bind themselves to a memorandum of agreement under consideration of the following terms and conditions:

TERM: The term of the agreement shall be one year unless terminated sooner in accordance with this agreement.

GOALS AND OBJECTIVES: The HCG is enlisting the help of CHS to assist in fulfilling year three of the Hamblen County Tobacco Settlement Grant. The Parties to the agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

To assess smoking status and exposure to second hand smoke for prenatal, postpartum, and newborn patients at Cherokee Health Systems Talbott Facility

Continue the opportunity to educate, and provide intervention and guidance on smoking/smoke exposure in pregnancy to positively impact pregnancy outcomes and health of infants/young children.

Assist in reducing by 10% the number of pregnant women in Hamblen County who are smoking (over 3 year period of 2013-16).

OBLIGATIONS OF THE PARTIES:

HCG and Hamblen County Health Department hereinafter HCHD shall perform the following obligations:

- Hamblen County Government will be the fiscal agent for the Tobacco settlement grant.
- Hamblen County Health Dept. (HCHD) will provide guidance and support in the completion of the goals and objectives of the grant.
- Hamblen County Health Department will attend regional and state meetings associated with the completion of this grant.

CHS will perform the following obligations:

- i. Smoking status/exposure to second hand smoke assessment questionnaire administered to pre/postnatal patients at key points throughout prenatal care
 1. Initial Visit
 2. 27 wks in conjunction with Glucose Screening
 3. 36 wks in conjunction with GBS (group B strep) screening
 4. First post-partum visit

- ii. Smoking status/exposure to second hand smoke assessment questionnaire administered to parents of newborns at key points throughout well visit care
 - 1. Newborn Visit
 - 2. 4 Week Well Visit
 - 3. 2 Month Well Visit
 - 4. 4 Month Well Visit
- iii. Prenatal/Postpartum pts and/or Newborn Parents smoking will be referred to a Cherokee Health Systems behavioral health consultant to develop a cessation plan and goals to stop smoking and/or eliminate second hand smoke.
- iv. Patients will continue visits with the consultant during the length of pregnancy or term or 6 month grant period.
- v. All patients who are smoke free and avoid second hand smoke in living environment by the end of the 6 month period and have not missed any of the identified key visits will receive a \$30.00 WalMart gift card.
- vi. Will participate in statewide data collection and tobacco grant reporting requirements on smoking in pregnancy

CONSIDERATION: The agreement is being made in consideration of the following:

Hamblen County Government agrees to pay \$5,000.00 to Cherokee Health Systems for implementation of Prenatal/Postpartum Smoking Cessation Protocol.

SIGNATORIES:

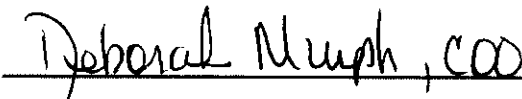
Hamblen County Government



Date 4-22-16

Bill Brittain, County Mayor

Cherokee Health Systems



Date: 5/4/16

Deb Murph, Regional Vice President

**Health Department Memorandum of Agreement / Morristown
Parks and Recreation Department**

Motion by Herbert Harville, seconded by Dana Wampler
To approve the Health Department Memorandum of Agreement with
Morristown Parks and Recreation Department relating to the Hamblen
County Tobacco Settlement Grant.


Chair R. Eldridge	YES
S. Ford	YES
J. Walker	YES
R. Debord	YES
H. Davis	YES
H. Harville	(M) YES
J. Huntsman	YES
L. Carter	YES

vacant	Absent
T. Ward	YES
J. Smyth	YES
T. Goins	YES
D. Wampler	(2) YES
L. Jarvis	YES
VChair H. Shipley	YES

8.g.2.

Passed (14 YES - 0 NO - 0 ABS - 1 Absent)

Majority Vote >




Memorandum of Agreement

This Memorandum of Agreement is made between Hamblen County Government, Morristown, Tennessee, hereinafter HCG, and the Morristown Parks and Recreation Department, hereinafter MPRD.

The parties hereby bind themselves to a memorandum of agreement under consideration of the following terms and conditions:

TERM: The term of the agreement shall be one year unless terminated sooner in accordance with this agreement.

GOALS AND OBJECTIVES: The HCG is enlisting the help of MPRD to assist in fulfilling year three of the Hamblen County Tobacco Settlement Grant. The Parties to the agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

- 
- To continue to raise awareness of second hand smoke/vapors and how it affects others during special events.
 - To observe an increase in awareness of health hazards linked to second hand smoke/vapor and to realize a measureable decrease of smokers attending programs and events in public parks.
 - To recognize a cultural change in Hamblen County's public parks, facilities, and special events in regards to attitudes of smokers and their respect of others, which will reduce the amount of second hand smoke/vapor exposure to non-smokers.

OBLIGATIONS OF THE PARTIES:

HCG and Hamblen County Health Department hereinafter HCHD shall perform the following obligations:

- Hamblen County Government will be the fiscal agent for the Tobacco settlement grant.
- Hamblen County Health Dept. (HCHD) will provide guidance and support in the completion of the goals and objectives of the grant.
- Hamblen County Health Department will attend regional and state meetings associated with the completion of this grant.



MPRD will perform the following obligations:

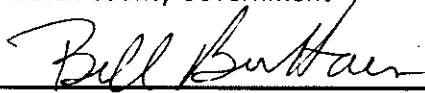
Continue the "Smoke Free Parks Media Campaign" started in 2015 by promoting a smoke free environment in Hamblen County's public facilities. MPRD will engage in a campaign that will use visual reminders about the hazards of second hand smoke. "Smoke Free Summer" and "Children Need FRESH air" messages will be printed on popcorn bags and banners at park events. A contest will be held for "Smoke free" jingles. All entries will be awarded prizes with smoke free logos while the winning jingle will be rewarded a grand prize. The jingle will be sent as a Smoke free PSA to local radio stations and played during all special events. Reminders will be given at community events to please be courteous to others and refrain from smoking. Smoke free environment information will be distributed at ballgames and special events. MPRD will also participate in statewide data collection and submit information needed for midyear and end of year tobacco grant reporting.

CONSIDERATION: The agreement is being made in consideration of the following:

Hamblen County Government agrees to pay \$13,000.00 to the Morristown Parks and Recreation Department for continued implementation of a Smoke Free Parks Media Campaign.

SIGNATORIES:

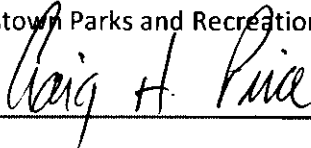
Hamblen County Government



Date: 4-22-16

Bill Brittain, County Mayor

Morristown Parks and Recreation Department



Date: 4-26-16

Craig Price, Director

Health Department Memorandum of Agreement / Coordinated School Health Program of the Hamblen County Board of Education

Motion by Herbert Harville, seconded by John Smyth to approve the Health Department Memorandum of agreement with the Coordinated School Health Program of the Hamblen County Board of Education relating To the Hamblen County Tobacco Settlement Grant.

Chair R. Eldridge	YES
S. Ford	YES
J. Walker	YES
R. Debord	YES
H. Davis	YES
H. Harville	(M) YES
J. Huntsman	YES
L. Carter	YES

vacant	Absent
T. Ward	YES
J. Smyth	(2) YES
T. Goins	YES
D. Wampler	YES
L. Jarvis	YES
VChair H. Shipley	YES

8.g.3.

Passed (14 YES - 0 NO - 0 ABS - 1 Absent)

Majority Vote >

Memorandum of Agreement

This Memorandum of Agreement is made between Hamblen County Government, Morristown, Tennessee, hereinafter HCG and the Coordinated School Health Program of the Hamblen County Board of Education, Morristown, Tennessee, hereinafter CSH.

The parties hereby bind themselves to a memorandum of agreement under consideration of the following terms and conditions.

TERM: The term of the agreement shall be one year unless terminated sooner in accordance with this agreement.

GOALS AND OBJECTIVES: The HCG is enlisting the help of CSH and the Hamblen County Health Department hereinafter HCHD to assist in fulfilling year three of the Hamblen County Tobacco Settlement Grant. The Parties to the agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

(1) Decrease the use of tobacco in Hamblen County 8th grade students by 17.6% over a three year period from 2012-2016. (2) Provide comprehensive tobacco prevention education through Michigan Model curriculum and peer to peer program, particularly targeting E-Cigarette usage, for all students K-8th grade in the Hamblen County School system over the next year. (3) Assist in administering tobacco survey of 8th graders in Hamblen County School system.

OBLIGATIONS OF THE PARTIES:

HCG and HCHD shall perform the following obligations:

- Hamblen County Government will be the fiscal agent for the Tobacco settlement grant.
- Hamblen County Health Dept. (HCHD) will provide guidance and support in the completion of the goals and objectives of the grant.
- Hamblen County Health Department will attend regional and state meetings associated with the completion of this grant.
- HCHD School based dental hygienists will provide education on health hazards of tobacco use.

CSH will perform the following obligations:

Using Michigan Model Tobacco Curriculum, the following activities will be conducted:

Elite Fitness Day: Elite Fitness Day is a day to award and acknowledge the importance of healthy living and physical activity. Included as part of healthy living, is tobacco prevention and the importance of not beginning the use tobacco products. The event includes the students and parents. The goal of the activity is to reach over 700 people including students and parents. Parents will be provided with anti-tobacco information bags and students will be provided t-shirts with an anti-tobacco message.

Target population: 3rd-5th grade students

8th grade surveys: Survey to assess use of knowledge of, and attitudes regarding tobacco use will be administered to all 8th graders in Hamblen County that meet consent form requirements. This survey is provided by the State of TN Coordinated School Health program. Incentives will be awarded to the middle schools that have completed the survey.

Target Population: All 8th graders in Hamblen County Schools

Kick-Butts Day: The week-long recognition of National Kick Butts Day to all area middle schools. The activity will reach over 2,000 middle school students, presenting an anti-tobacco message, including smoking, and smoke-less tobacco. Education materials will be distributed to students ages 11-14.

Target Population: All 6th-8th grade students in Hamblen County Schools

Tennessee Smokies Baseball Game: This activity will be held at a spring baseball game that is attended by all of the 4th grade students in the Hamblen County school system. The theme for the day will be based on anti-tobacco slogans, and focusing on not beginning to use tobacco products. Promotional items and giveaways will be distributed throughout the day. The theme for the day will include knowing the consequences of smoking and why one should chose to refrain.

Target Population: All 4th grade students in Hamblen County

Tennessee Teens Talk Tobacco (T4):

1. Form a team of high school students that will be trained as peer mentors through the T4 program (Tennessee Teens Talk Tobacco).
2. Hamblen T4 team and sponsors attend workshops and trainings provided at the regional and state level by T4 team members and sponsors.
3. T4 Team work with all 11 elementary schools in Hamblen County to incooperate T4 Peer education/mentoring into their Extended School Program, to reach students in K-5th grades.

Coordinated School Health will also participate in statewide data collection plan on tobacco use among school children, submit semi-annual and annual project outputs report to HCHD, and participate in statewide training opportunities for all counties implementing the Michigan Model project and T4.

CONSIDERATION: The agreement is being made in consideration of the following:

Hamblen County Government agrees to pay to the Coordinated School Health Program of the Hamblen County Board of Education \$7,400.00 for implementation of all tobacco activities under the Michigan Model curriculum and, \$4,000.00 for implementation of the Tennessee Teens Talk Tobacco (T4) peer mentoring program.

SIGNATORIES: this agreement shall be signed on behalf of Hamblen County Government and the Coordinated School Health Program of the Hamblen County Board of Education

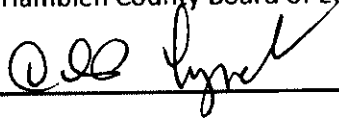
Hamblen County Government



Date: 4-22-16

Bill Brittain, County Mayor

Hamblen County Board of Education



Date: 4/26/16

Dr. Dale Lynch, Director

Real Estate Service Contract

Motion by Herbert Harville, seconded by Larry Carter to approve
The Real Estate Agreement between Hamblen County Government and
LeBel Commercial Realty.

Chair R. Eldridge	YES
S. Ford	YES
J. Walker	NO Absent
R. Debord	YES
H. Davis	YES
H. Harville	(M) YES
J. Huntsman	NO
L. Carter	(2) YES

vacant	Absent
T. Ward	NO
J. Smyth	YES
T. Goins	NO
D. Wampler	YES
L. Jarvis	ABSTAIN
VChair H. Shipley	YES

8.h. Passed (9 YES - 3 NO - 1 ABS - 2 Absent) Majority Vote >

CONSULTING AGREEMENT
Real Estate Consulting Agreement

THIS REAL ESTATE CONSULTING AGREEMENT (hereinafter "Agreement") is made this 1st day of May, 2016, by and between Hamblen County, Tennessee (the "County") and Lebel Commercial Realty (the "Consultant").

BACKGROUND:

- a. The County desires to retain the Consultant to provide certain real estate consulting services, and is of the opinion that Consultant has the necessary qualifications, experience, and abilities to provide such services to the County.
- b. The Consultant desires to provide certain real estate consulting services to the County in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, County and Consultant agree as follows:

Services Provided

1. The County hereby agrees to retain the Consultant to provide the County with real estate consulting services (hereinafter "Services") related to a) the search for property for needs that may arise; b) the negotiation for the purchase and/or lease of identified property; and c) assistance with the process of closing the purchase and/or lease of identified property. The Consultant shall provide such real estate consulting services as reasonably requested by the County during the term of this Agreement, provided that nothing here within shall require the Consultant to devote a minimum number of hours per week to the performance of services herein.
2. Services will also include any other tasks that the County and the Consultant both mutual agree on.

Terms of Agreement

3. The term of this agreement will begin on the date of this Agreement and will remain in full force and effect until April 30, 2018.
4. Services shall be performed at the request of the County Mayor and/or the Chairman of the County Commission. A scope of work agreement must be signed by the County Mayor and the Consultant before billable hours can begin.
5. The County hereby agrees to indemnify, defend and hold harmless, the Consultant and assigns from and against any and all claims, damages, losses, liability, deficiencies, actions, suits, proceedings, cost or legal expenses arising out this Agreement unless activities or services performed by the Consultant were the result of intentional misconduct or gross negligence of the Consultant.



6. The County acknowledges and takes full responsibility and maintains control of all conclusions and decisions made as a result of the services provided by the Consultant. The County acknowledges that the Consultant cannot control future events, and therefore, cannot be responsible for long-term outcomes of budget or financial strategies.
7. This Agreement shall be for a time period specified by and agreed to by both parties. Cancellation of the Agreement requires written notification by the requesting party not less than 30 days in advance of cancellation unless it is determined by the County or the Consultant that a direct or indirect conflict of interest exists. If so, this Agreement will be terminated immediately without prejudice.
8. Under certain circumstances, brokers can have a conflict in the representation of two parties. If a professional conflict of interest arises involving lead broker Paul LeBel, LeBel Commercial Realty will assign broker Will Sliger to represent the County.
9. County acknowledges that the Consultant is an independent contractor and is NOT considered an employee of the County. Consultant acknowledges that it is an independent contractor and has no expectations to be treated as an employee.
10. Hamblen County's Request for Qualifications/Proposals for Real Estate Agent Services and LeBel Commercial Realty's response are part of this consulting agreement.

Performance

11. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

12. For the services rendered by the Consultant, the Consultant will be compensated on a case by case basis depending on the scope of work. The Consultant may be paid a commission fee by the Seller/Landlord if a property transaction takes place. If the County is responsible for paying the fee, it may be a percent of the transaction amount or an hourly rate depending on the scope of work agreed upon by the Consultant and the County Mayor before work begins. The percentage fee, to be divided among the realtors involved, will be 7% for transactions below \$300,000 and 5% for transactions at or above \$300,000. The hourly fee is \$130 per hour. The hourly rate will be used for consulting duties that do not involve property transactions, such as negotiating lease agreements. For work compensated by the hourly rate, the Consultant shall submit an invoice for payment on a monthly basis that will be paid by the fifteenth of the subsequent month.



IN WITNESS WHEREOF the parties have duly affixed their signatures on this 1st day of May, 2016.

HAMBLEN COUNTY

LEBEL COMMERCIAL REALTY

Authorized Representative

Authorized Representative

Title

Title



Justice Benefits Inc. Contract Renewal

Motion by Herbert Harville, seconded by Larry Carter to approve the three year renewal with Justice Benefits Inc. effective July 1, 2016.

Chair R. Eldridge	YES
S. Ford	YES
J. Walker	YES
R. Debord	YES
H. Davis	YES
H. Harville	(M) YES
J. Huntsman	YES
L. Carter	(2) YES

vacant	Absent
T. Ward	YES
J. Smyth	YES
T. Goins	YES
D. Wampler	YES
L. Jarvis	YES
VChair H. Shipley	YES

8.i

Passed (14 YES - 0 NO - 0 ABS - 1 Absent)

Majority Vote >

RENEWAL AND EXTENSION AGREEMENT FOR PROFESSIONAL SERVICES

between
Justice Benefits, Incorporated
and
Hamblen County, Tennessee

This Renewal and Extension Agreement is entered into by and between Hamblen County, Tennessee (hereinafter referred to as the "County") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 1711 E. Beltline Road, Coppell, Texas 75019.

WITNESSETH

WHEREAS, JBI is assisting the County to obtain reimbursements through Federal Financial Participation (hereinafter "FFP"); and

WHEREAS, the parties desire to renew and extend the Agreement for Professional Services dated April 1, 2013 (the "Agreement"), so JBI will continue to provide professional assistance to County exploring opportunities for FFP, reviewing prospects for expansion of existing FFP, and securing FFP for the County;

NOW, THEREFORE, the County and JBI agree as follows.

RENEWAL AND EXTENSION

1. The Agreement, including all its terms, conditions and provisions, is incorporated herein fully by reference as if copied verbatim into this paragraph.
2. Under this agreement extension, the County will pay JBI fifteen percent (15%) of all State Criminal Alien Assistance monies received by the County for the filing years of 2017, 2018 and 2019.
3. The Agreement is hereby renewed and extended for an additional period of three (3) years.

MISCELLANEOUS

To the extent that the terms of this Renewal and Extension Agreement are in conflict with the original terms of the Agreement, the terms of the original Agreement shall control except in case of dispute as to the length of the term of the Agreement in which instance these agreements shall be interpreted to renew, extend and continue the professional services contract between the undersigned parties for the longer period of time.

IN WITNESS WHEREOF, the undersigned parties have executed this Renewal and Extension Agreement as of the date written below.

EXECUTED THIS 22nd DAY OF April, 2016

AGREED:

Hamblen County, Tennessee

Bill Butts

Name

County Mayor

Title

Address: 511 W 2nd N St
MORRISTOWN TN 37814

ACCEPTED BY:

**JBI, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner**

By: C. Robin Liu

C. Robin Liu

**Chief Operations Officer
1711 E. Beltline Road
Coppell, Texas 75019**

Approval to apply for Fy16 Homeland Security Grant

Motion by Herbert Harville, seconded by John Smyth for approval to apply for FY16 Homeland Security Grant.

Voting For

Larry Carter
Hubert Davis
Rick Eldridge
Randy DeBord
Stancil Ford
Tim Goins
Herbert Harville

Joe Huntsman
Doe Jarvis
Howard Shipley
John Smyth
Johnny Walker
Dana Wampler
Taylor Ward

Budget Amendment / Jail

Motion by Herbert Harville, seconded by Dana Wampler to approve
The Budget Amendment Jail \$8,000.

Voting For

Larry Carter	Joe Huntsman
Hubert Davis	Doe Jarvis
Rick Eldridge	Howard Shipley
Randy DeBord	John Smyth
Stancil Ford	Johnny Walker
Tim Goins	Dana Wampler
Herbert Harville	Taylor Ward



TENNESSEE
Hamblen County
 SERVICE • COMMUNITY • INDUSTRY
 OFFICE OF THE MAYOR

Hamblen County Commission

Month APRIL Year 2016

Fund #101

DEPT: JAIL

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	JAIL		
54210.410	Custodial Supplies	8,000	
54210.169	Part-Time Personnel		8,000

Brief Descriptions of issue:

To re-class appropriations for custodial supplies used at the Justice Center.

Signature: *Debra Hammond*
 Title: Executive Assistant
 Date: 4-19-16

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment: _____
 Date: _____

Budget Amendment / County Clerk's Office

Motion by Herbert Harville, seconded by John Smyth to approve Budget Amendment County Clerk's Office \$2,330.

Voting For

Larry Carter	Joe Huntsman
Hubert Davis	Doe Jarvis
Rick Eldridge	Howard Shipley
Randy DeBord	John Smyth
Stancil Ford	Johnny Walker
Tim Goins	Dana Wampler
Herbert Harville	Taylor Ward



TENNESSEE
Hamblen County
 SERVICE • COMMUNITY • INDUSTRY
 OFFICE OF THE MAYOR

Hamblen County Commission

Month APRIL Year 2016

Fund #101

DEPT: COUNTY CLERK'S OFFICE & OTHER FINANCE (SATEL

Account Number	Description	Increase	Decrease
APPROPRIATIONS:			
COUNTY CLERK'S OFFICE			
52500.349	Printing, Stationery and Forms		600
52500.435	Office Supplies		1,500
52500.435			
OTHER FINANCE (SATELLITE OFFICE)			
52900.435	Office Supplies	2,330	
52900.335	Maintenance and Repair Services - Buildings		230

Brief Descriptions of issue:

To re-class appropriations for office supplies for the satellite office.

Signature: Penny Potts
 Title: County Clerk
 Date: 4-20-16

For Finance Department Only:

Reviewed by: _____
 Budget Amendment: _____
 Date: _____

Budget Amendment / County Clerk's Office

Motion by Herbert Harville, seconded by Dana Wampler to approve the Budget Amendment County Clerk's Office \$25,000.

Voting For

Larry Carter
Hubert Davis
Rick Eldridge
Randy DeBord
Stancil Ford
Tim Goins
Herbert Harville

Joe Huntsman
Doe Jarvis
Howard Shipley
John Smyth
Johnny Walker
Dana Wampler
Taylor Ward



TENNESSEE
Hamblen County

SERVICE • COMMUNITY • INDUSTRY

OFFICE OF THE MAYOR

Hamblen County Commission

Month APRIL

Year 2016

Fund #101

DEPT: COUNTY CLERK'S OFFICE

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	COUNTY CLERK'S OFFICE		
	Increase Appropriations		
52900.709	Data Processing Equipment	25,000	
	FUND BALANCE:		
	Decrease Fund Balance		
34169.000	Reserved for Automation - County Clerk	12,500	
34510.000	Restricted for General Government	12,500	

Brief Descriptions of issue:

To appropriate funds for the satellite office's data processing needs.

Signature: Penny Petty /rw
 Title: County Clerk
 Date: 4-20-16

For Finance Department Only:

Reviewed by: _____

Budget Amendment: _____

Date: _____

County Clerk Satellite Office

Motion by Howard Shipley, seconded by John Smyth to approve to Move the County Clerk Satellite Office to the East A J Highway Bank Branch.

Chair R. Eldridge	YES
S. Ford	NO
J. Walker	YES
R. Debord	NO
H. Davis	YES
H. Harville	NO
J. Huntsman	NO
L. Carter	NO

vacant	Absent
T. Ward	YES
J. Smyth	(2) NO
T. Goins	YES
D. Wampler	YES
L. Jarvis	NO
VChair H. Shipley	(M) NO

9.a.

Failed (6 YES - 8 NO - 0 ABS - 1 Absent)

Majority Vote >

Suspend Rules for Another Vote

Voting For

Randy DeBord

Rick Eldridge

Tim Goins

Herbert Harville

Joe Huntsman

Doe Jarvis

Howard Shipley

John Smyth

Johnny Walker

Dana Wampler

Taylor Ward

Voting Against

Larry Carter

Hubert Davis

Stancil Ford

County Clerk Satellite Office

Motion by Randy DeBoard, seconded by Herbert Harville to approve to Move the County Clerk Satellite Office to the Mark Sawyer Property on 2415 N Davy Crockett Parkway.

Voting For

Hubert Davis
Rick Eldridge
Randy DeBord
Herbert Harville
Joe Huntsman

Doe Jarvis
Howard Shipley
John Smyth
Dana Wampler

Voting Against

Larry Carter
Stancil Ford
Tim Goins
Johnny Walker
Taylor Ward

Thereupon, meeting adjourned at 6:00 p.m.