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

<u>Itoler 15,2015</u> 1.

Rick Eldridge, Chairman

lden

Linda Wilder, Hamblen County Clerk

BE IT REMEMBERED that the Legislative Body for Hamblen County, Tennessee met at its regular monthly meeting on September 24, 2015 at 5:00 p.m. in the Hamblen County Courthouse with the Honorable Stancil Ford presiding.

The Legislative Body Session was opened by Sheriff Esco Jarnagin.

Invocation was given by Scott McMinn, Director of Lakeway Area Young Life.

The Pledge of Allegiance was led by Commissioner John Smyth.

Upon roll call the following members were present:

Chair S. Ford	Present	L. Carter	Present
R. Eldridge Present		VChair H. Shipley	Present
J. Walker	Present	T. Ward	Present
R. Debord	Present	J. Smyth	Present
H. Davis	Present	T. Goins	Present
H. Harville	Present	D. Wampler	Present
J. Huntsman	Present	L. Jarvis	Present
Roll Call	Quorum: 8 P	resent Voters: 14	8 YES Needed

ELECTION OF COMMISSION VICE-CHAIRMAN

Motion by Joe Huntsman, seconded by Doe Jarvis to appoint Howard Shipley to serve as Vice Chairman of the Hamblen County Commission.

Motion by Doe Jarvis, seconded by Herbert Harville that nomination cease and Howard Shipley be elected by acclamation.

Voting for: all

ELECTION OF COMMISSION CHAIRMAN

Tim Goins nominated Rick Eldridge to serve as Chairman of the Hamblen County Commission.

Motion by Stancil Ford, seconded by Taylor Ward that nomination cease and Rick Eldridge be elected by acclamation.

Voting for all except Doe Jarvis who voted NO.

SALARY OF CHAIRMAN

Motion by Stancil Ford, seconded by Herbert Harville that the Chairman's salary remain the same as the previous year.

Voting for: all

COUNTY ATTORNEY APPOINTMENT

Motion by Doe Jarvis, seconded by Tim Goins that Chris Capps be reappointed as County Attorney.

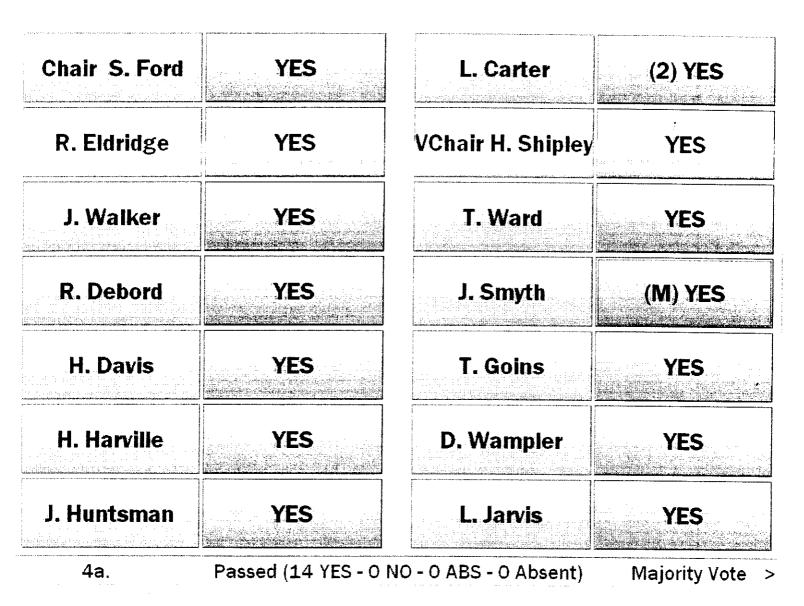
Voting for: all

PLANNING COMMISSION APPOINTMENT

Motion by Dana Wampler, seconded by Stancil Ford to confirm the County Mayor's re-appointment of Bill Hicks to the Planning Commission for another 4-year term. Voting for: all

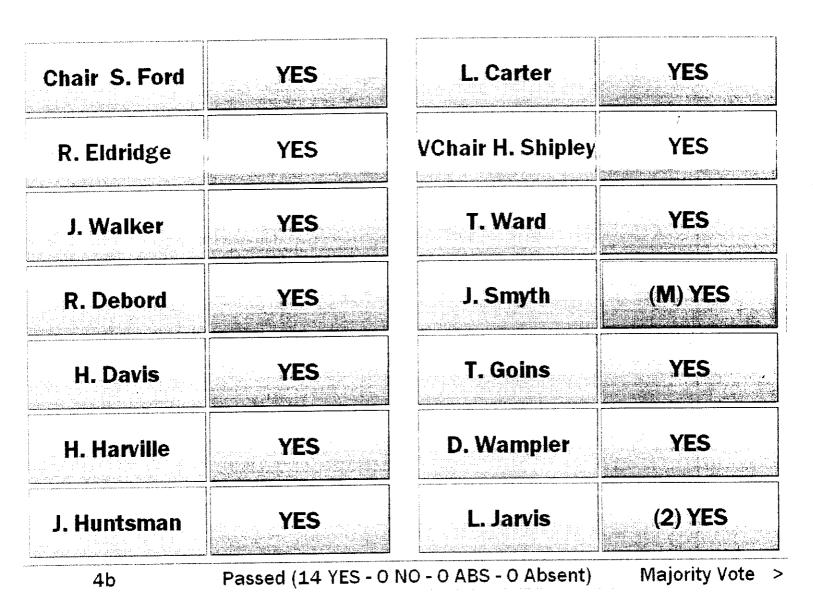
CONSENT CALENDAR ITEMS

Motion by John Smyth, seconded by Larry Carter to approve the consent calendar items.



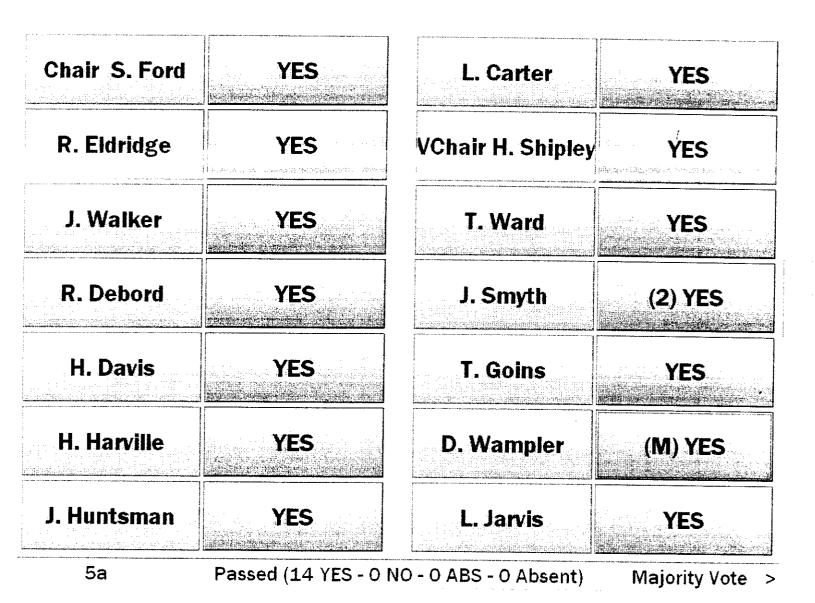
REGULAR CALENDAR ITEMS

Motion by John Smyth, seconded by Doe Jarvis to approve the regular calendar items with the addition of 2 items: 1) Public Hearing to adopt updated zoning map and 2) in Public Service add items to surplus.



CONSENT CALENDAR

Motion by Dana Wampler, seconded by John Smyth to approve the consent calendar.



CONSENT CALENDAR

4

Hamblen County Legislative Body

Order #	item	Placed From
1	Approval of the Previous Month Minutes a. Hamblen County Commission Meeting – August 20, 2015	Chairman
2	Approval of Notaries	County Clerk Linda Wilder
3	Operating Summaries – August 2015	Finance Committee
4	Planning Commission Building Permit Report – August 2015	Finance Committee
5	County Attorney Invoices – August 2015	Finance Committee
6	Coroner's Report – August 2015	Finance Committee
7	Budget Amendments Approved by County Mayor a. Fund #131 Highway/Public Works - \$3,600 b. Fund #101 Parks and Fair Boards - \$875	Finance Committee
8	Hamblen County Department of Education – Quarterly Expenditure Report for th Fourth Quarter	e 2014-2015 Finance Committee
9	2014 Hamblen County Tourism Direct Economic Impact Report	Finance Committee

CONSENT CALENDAR – September 24, 2015

CERTIFICATE OF ELEC. (ON OF NOTARIES PUBLIC

AS A CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT, THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE 30.5 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
JESSICALYNN NICOLE ADAMS	780 FOX TROTT LANE MORRISTOWN TN 37813	865-361-2737	780 FOX TROTT LANE MORRISTOWN TN 37815	8653612737	COMMUNITY INSURANCE
J. DERRY CURTIS AMOS	1830 OAK STREET MORRISTOWN TN 37813	423-586-0971	127 CEDAR STREET MORRISTOWN TN 37814	423-587-4501	TRAVALERS
3/LAURA L BELLMAN	3850 GLENDALE RD BYBEE TN 37713	423-312-9995	3101 MILLERS POINT DR MORRISTOWN TN 37813	4235810981	WESTERN SURETY
JACQUE J BOLER	4950 HUNDRED OAKS DR MORRISTOWN TN 37813	423-3127528	4005 E MORRIS BLVD MORRISTOWN TN 37814	423-317-9611	MCINTURFF MILLIGAN & BROOKS
S. BRITTNI N COCKRUM	1649 PLEASANT VIEW DR TALBOTT TN 37877	423- 254-5 333	PO BOX 1175 MORRISTOWN TN 37816	4232545333	MERCHANTS BONDING COMPANY
. PAM DUDEK	348 PINTO RIDGE DR NEW MARKET TN 37820	865-603-0215	1709 W A J HWY MORRISTOWN TN 37814	423-587-8848	FARM BUREAU
J. ALLISON KELSI GREENE	4625 FOWLER DR MORRISTOWN TN 37814	423-748-5615	1960 W A J HWY MORRISTOWN TN 37815	4235860606	TRAVERLS CASAULTIES SURETY CO
. TRACY A HEIST	6326 HIAWATHA ROAD MORRISTOWN TN 37814	423-231-6543	120 EVANS AVENUE MORRISTOWN TN 37814	423-714-1750	WESTERN SURETY COMPANY
. TERESA ANN HELTON	1961 HWY 113 WHITESBURG TN 37891	423-736-1054	5935 E ANDREW JOHNSON HWY RUSSELLVILLE TN 37860	423-586-2232	STRATE INS
10. TERESA D LAWSON	5668 BROWNING WAY RUSSELLVILLE TN 37860	423-586-6819	123 MERCHANTS GREENE MORRISTOWN TN 37814	423-714-1691	SHEPPARD INSURANCE GROU
1. KIMBERLY DAWN MAYES	4769 HORSESHOE TRAIL MORRISTOWN TN 37814	423-438-7101	5932 COMMERCE BLVD. MORRISTOWN TN 37814	423-585-2551	STRATE INS.
12. PAOLA CRISTINA MUEHLEISEN	714 DOUGLAS AVE MORRISTOWN TN 37814	423-231-2210	1108 GATEWAY SERVICE PARK RD MORRISTOWN TN 37813	4233186800	MASENGILL-MCCRARY-GREGO
J3. TINA H PARKER	4300 STANSBERRY RD MORRISTOWN TN 37813	423-318-7289	1 HURRICANE LANE MORRISTOWN TN 37813	423-586-2543 ext 403	STATE FARM
14 ANTHONY SHAUN PURKEY	4097 WHITE WOOD CIRCLE MORRISTOWN TN 37814	423-312-8560	1115 E MORRIS BLVD MORRISTOWN TN 37814	423-587-9092	FARM BUREAU FARM BUREAL
15 BETH ANN SMITH	7677 ABBEY LANE TALBOTT TN 37877	865-566-2701	1610 RUSSELL AVE JEFFERSON CITY TN 37760	865-475-3826	SURITY BONDS
16. DONNA KATHERN TRAVIS	6206 NIGHTINGALE STREET MORRISTOWN TN 37814	423-585-5898	200 CENTENNIAL COURT MORRISTOWN TN 37814	423-522-3003	CNA SURETY

Ide Her September 24, 2015 - 20 SIGNATURE SIGNAT FILA minin

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Sel: Year Fnd Accnt Obj Gp Sub Loc Pgm

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Thru: 2015 101 99999 999 99 999 9999 999

HAMBLEN COUNTY A DUNTS & BUDGETS GENERAL FUND (101) EXPENDITURE REPORT

REPORT DATE: 08/31/2015

Page: 1 Date: 9/8/2015 Time: 6:38 am

Description ounty Commission oard Of Equalizaton	Budget	Expenditures	E			
				Encumbrances	Funds	%of Budg
oard Of Equalizaton	181,877.00	14,063.17	25,987.71	18,765.00	137,124.29	75.39%
•	4,800.00	0.00	0.00	0.00	4,800.00	100.00%
ounty Mayor/Executive	207,308.00	17,839.58	31,621.33	5,067.10	170,619.57	82.30%
ounty Attorney	31,293.00	1,607.66	1,715.32	0.00	29,577.68	94.52%
lection Commission	255,185.00	18,765.90	33,313.95	11,074.99	210,796.06	82.61%
egister Of Deeds	296,517.00	23,775.06	44,602.54	16,622.50	235,291.96	79.35%
lanning	229,638.00	23,815.55	39,499.97	6,527.71	183,610.32	79.96%
eographical Information Systems	50,000.00	5,522.41	5,522.41	0.00	44,477.59	88.96%
ther Facilities	824,210.00	67,248.27	116,917.19	52,513.53	654,779.28	79.44%
reservation Of Records	20,448.00	1,397.00	2,466.96	1,390.90	16,590.14	81.13%
ccounting And Budgeting	342,286.00	25,088.43	49,606.93	1,347.84	291,331.23	85.11%
urchasing	46,391.00	0.00	2,550.38	0.00	43,840.62	94.50%
roperty Assessor's Office	392,027.00	29,697.07	58,274.03	17,800.64	315,952.33	80.59%
eappraisal Program	142,825.00	3,981.56	7,723.34	6,020.00	129,081.66	90.38%
ounty Trustee's Office	365,807.00	24,624.84	64,573.60	14,980.90	286,252.50	78.25%
ounty Clerk's Office	703,268.00	43,725.11	104,942.19	4,977.65	593,348.16	84.37%
ata Processing	145,891.00	9,147.05	9,665.08	7,229.68	128,996.24	88.42%
ther Finance	293,572.00	27,740.93	51,551.12	3,343.70	238,677.18	81.30%
ircuit Court	836,003.00	63,098.89	123,123.34	14,894.29	697,985.37	83.49%
eneral Sessions Court	434,788.00	34,358.87	67,955.35	353.57	366,479.08	84.29%
rug Court	143,345.00	12,995.18	21,857.85	7,254.02	114,233.13	79.69%
hancery Court	350,951.00	38,292.22	64,785.92	2,895.83	283,269.25	80.71%
uvenile Court	300,298.00	23,614.74	42,177.72	2,844.75	255,275.53	85.01%
ourtroom Security	378,357.00	34,984.31	65,445.72	2,600.00	310,311.28	82.02%
heriff's Department	2,882,795.00	224,273.46	410,094.48	71,921.81	2,400,778.71	83.28%
dministration Of The Sexual Offender Registry	3,360.00	100.00	100.00	201.83	3,058.17	91.02%
ail	3,628,453.00	303,808.85	436,795.43	381,036.13	2,810,621.44	77.46%
/orkhouse	75,921.00	7,248.76	13,412.56	0.00		82.33%
/ork Release Program	170,272.00	13,628.86	26,011.82	543.02		84.40%
re Prevention And Control	200,000.00	0.00	0.00	0.00		100.00%
ivil Defense	91,948.00	7,000.80	12,618.53	1,950.40		84.16%
ther Emergency Management	169,793.00	2,375.00	44,823.13	-2,375.00	127,344.87	75.00%
spection And Regulation	8,597.00	322.95	645.90	2,500.00	5,451.10	63.41%
ounty Coroner/Medical Examiner	92,000.00	8,753.81	8,753.81	31,232.47	52,013.72	56.54%
ther Public Safety	0.00	0.00	0.00	0.00		
h d a h d a h d a h c h d a h c h d a h c h d a h c h c h c h c h c h c h c h c h c h	ancery Court venile Court purtroom Security periff's Department Iministration Of The Sexual Offender Registry il orkhouse ork Release Program re Prevention And Control vil Defense her Emergency Management spection And Regulation punty Coroner/Medical Examiner	Jancery Court350,951.00venile Court300,298.00purtroom Security378,357.00periff's Department2,882,795.00Iministration Of The Sexual Offender Registry3,360.00il3,628,453.00porkhouse75,921.00pork Release Program170,272.00re Prevention And Control200,000.00vil Defense91,948.00her Emergency Management169,793.00spection And Regulation8,597.00punty Coroner/Medical Examiner92,000.00her Public Safety0,00	nancery Court 350,951.00 38,292.22 venile Court 300,298.00 23,614.74 purtroom Security 378,357.00 34,984.31 periff's Department 2,882,795.00 224,273.46 Iministration Of The Sexual Offender Registry 3,360.00 100.00 il 3,628,453.00 303,808.85 porkhouse 75,921.00 7,248.76 pork Release Program 170,272.00 13,628.86 re Prevention And Control 200,000.00 0.00 vil Defense 91,948.00 7,000.80 her Emergency Management 169,793.00 23,75.00 spection And Regulation 8,597.00 322.95 punty Coroner/Medical Examiner 92,000.00 8,753.81 her Public Safety 0.00 0.00	nancery Court350,951.0038,292.2264,785.92venile Court300,298.0023,614.7442,177.72purtroom Security378,357.0034,984.3165,445.72periff's Department2,882,795.00224,273.46410,094.48Iministration Of The Sexual Offender Registry3,360.00100.00100.00il3,628,453.00303,808.85436,795.43porkhouse75,921.007,248.7613,412.56pork Release Program170,272.0013,628.8626,011.82perevention And Control200,000.000.000.00vil Defense91,948.007,000.8012,618.53her Emergency Management169,793.002,375.0044,823.13spection And Regulation8,597.00322.95645.90punty Coroner/Medical Examiner92,000.008,753.818,753.81	nancery Court350,951.0038,292.2264,785.922,895.83venile Court300,298.0023,614.7442,177.722,844.75purtroom Security378,357.0034,984.3165,445.722,600.00periff's Department2,882,795.00224,273.46410,094.4871,921.81Iministration Of The Sexual Offender Registry3,360.00100.00100.00201.83il3,628,453.00303,808.85436,795.43381,036.13orkhouse75,921.007,248.7613,412.560.00ork Release Program170,272.0013,628.8626,011.82543.02e Prevention And Control200,000.000.000.000.00vil Defense91,948.007,000.8012,618.531,950.40her Emergency Management169,793.002,375.0044,823.13-2,375.00spection And Regulation8,597.00322.95645.902,500.00purty Coroner/Medical Examiner92,000.008,753.818,753.8131,232.47	nancery Court350,951.0038,292.2264,785.922,895.83283,269.25venile Court300,298.0023,614.7442,177.722,844.75255,275.53pourtroom Security378,357.0034,984.3165,445.722,600.00310,311.28periff's Department2,882,795.00224,273.46410,094.4871,921.812,400,778.71Iministration Of The Sexual Offender Registry3,360.00100.00100.00201.833,058.17il3,628,453.00303,808.85436,795.43381,036.132,810,621.44orkhouse75,921.007,248.7613,412.560.0062,508.44ork Release Program170,272.0013,628.8626,011.82543.02143,717.16e Prevention And Control200,000.000.000.000.00200,000.00vil Defense91,948.007,000.8012,618.531,950.4077,379.07her Emergency Management169,793.002,375.0044,823.13-2,375.00127,344.87spection And Regulation8,597.00322.95645.902,500.005,451.10ounty Coroner/Medical Examiner92,000.008,753.818,753.8131,232.4752,013.72her Public Safety0.000.000.000.000.000.00

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HAMBLEN COUNTY A DUNTS & BUDGETS GENERAL FUND (101) EXPENDITURE REPORT REPORT DATE: 08/31/2015

Page: 2 Date: 9/8/2015 Time: 6:38 am

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	665,421.00	45,904.14	85,927.58	22,121.63	557,371.79	83.76%
101 55120 Rabies And Animal Control	133,500.00	11,125.00	22,250.00	0.00	111,250.00	83.33%
101 55140 Nursing Home	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
101 55170 Alcohol And Drug Programs	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
101 55180 Crippled Children Services	6,242.00	0.00	0.00	0.00	6,242.00	100.00%
101 55390 Appropriation To State	110,500.00	0.00	0.00	0.00	110,500.00	100.00%
101 55520 Aid To Dependent Children	8,000.00	0.00	0.00	0.00	8,000.00	100.00%
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	0.00	0.00	0.00	40,000.00	100.00%
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	0.00	0.00	0.00	11,600.00	100.00%
101 56300 Senior Citizens Assistance	6,500.00	0.00	0.00	0.00	6,500.00	100.00%
101 56500 Libraries	267,250.00	0.00	0.00	0.00	267,250.00	100.00%
101 56700 Parks And Fair Boards	260,508.00	28,169.78	39,835.16	23,644.21	197,028.63	75.63%
101 56900 Other Social, Cultural And Recreational	292,900.00	0.00	0.00	0.00	292,900.00	100.00%
101 57100 Agricultural Extension Service	138,460.00	985.49	985.49	132,594.72	4,879.79	3.52%
101 57300 Forest Service	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
101 57500 Soil Conservation	45,212.00	3,779.16	7,447.14	0.00	37,764.86	83.53%
101 57800 Storm Water Management	32,000.00	0.00	0.00	269.80	31,730.20	99.16%
101 58110 Tourism	70,712.00	1,589.40	7,484.97	700.00	62,527.03	88.42%
101 58120 Industrial Development	204,610.00	5,000.00	5,000.00	0.00	199,610.00	97.56%
101 58210 Public Transportation	0.00	0.00	0.00	0.00	0.00	0.00%
101 58300 Veterans' Services	19,833.00	1,532.20	2,662.52	158.95	17,011.53	85.77%
101 58600 Employee Benefits	991,993.00	335,323.70	335,632.10	331,228.50	325,132.40	32.78%
101 58900 Miscellaneous	233,404.00	5,003.52	5,003.52	10,400.48	218,000.00	93.40%
101 73300 Community Services	500.00	0.00	0.00	0.00	500.00	100.00%
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	420,000.00	0.00	0.00	0.00	420,000.00	100.00%
101 91140 Public Health And Welfare Projects	0.00	0.00	0.00	0.00	0.00	0.00%
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	31,053.44	64,206.88	0.00	-64,206.88	0.00%

September 24, 2015 - Commission Meeting

Return to Regular Calendar

	HAMBLEN COUNTY A JUNTS & BUDGETS	C
Sel:YearFndAccntObjGpSubLocPgmFrom:201510150000000000000000000Thru:201510199999999999999999	GENERAL FUND (101) EXPENDITURE REPORT REPORT DATE: 08/31/2015	Page: 3 Date: 9/8/2015 Time: 6:38 am
Fnd Account/Description	Revised Month-to-Date Year-to-Date Budget Expenditures Expenditures Encumbrances	Available Avl Fnds Funds %of Budg
	\$ 18,267,369.00 \$ 1,582,362.12 \$ 2,565,570.97 \$ 1,206,633.55 \$	14,495,164.48 79.35%

C	HAMBLEN COUNTY		BUDGETS			(
Sel:YearFndAccntObjGpSubLocPgmFrom:201511650000000000000000000Thru:20151169999999999999999	SOLID WASTE/SANITATION (116) EXPENDITURE REPORT REPORT DATE: 08/31/2015				Page: Date: Time:	9/8/2015
Fnd Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
116 55710 Sanitation Management	2,394,354.00	203,048.24	264,030.73	218,162.52	1,912,160.75	79.86%
	\$ 2,394,354.00	\$ 203,048.24 \$	264,030.73	\$ 218,162.52	1,912,160.75	79.86%

Sel: Year Fnd Accnt Obj Gp Sub Loc Pgm From: 2015 131 50000 000 000 000 000 Thru: 2015 131 99999 999 999 999 999	HAMBLEN COUNTY A DUNTS & BUDGETS HIGHWAY FUND (131) EXPENDITURE REPORT REPORT DATE: 08/31/2015				Page: Date: Time:	9/8/2015
Fnd Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
131 61000 Administration	393,640.00	48,711.19	72,101.27	45,845.56	275,693.17	70.04%
131 62000 Highway And Bridge Maintenance	1,154,155.00	96,026.89	158,283.30	58,339.55	937,532.15	81.23%
131 63100 Operation And Maintenance Of Equipment	369,049.00	25,978.97	35,804.69	88,330.29	244,914.02	66.36%
131 66000 Employee Benefits	50,540.00	1,154.01	1,154.01	0.00	49,385.99	97.72%
131 68000 Capital Outlay	840,000.00	0.00	100.00	0.00	839,900.00	99.99%

171,871.06 \$

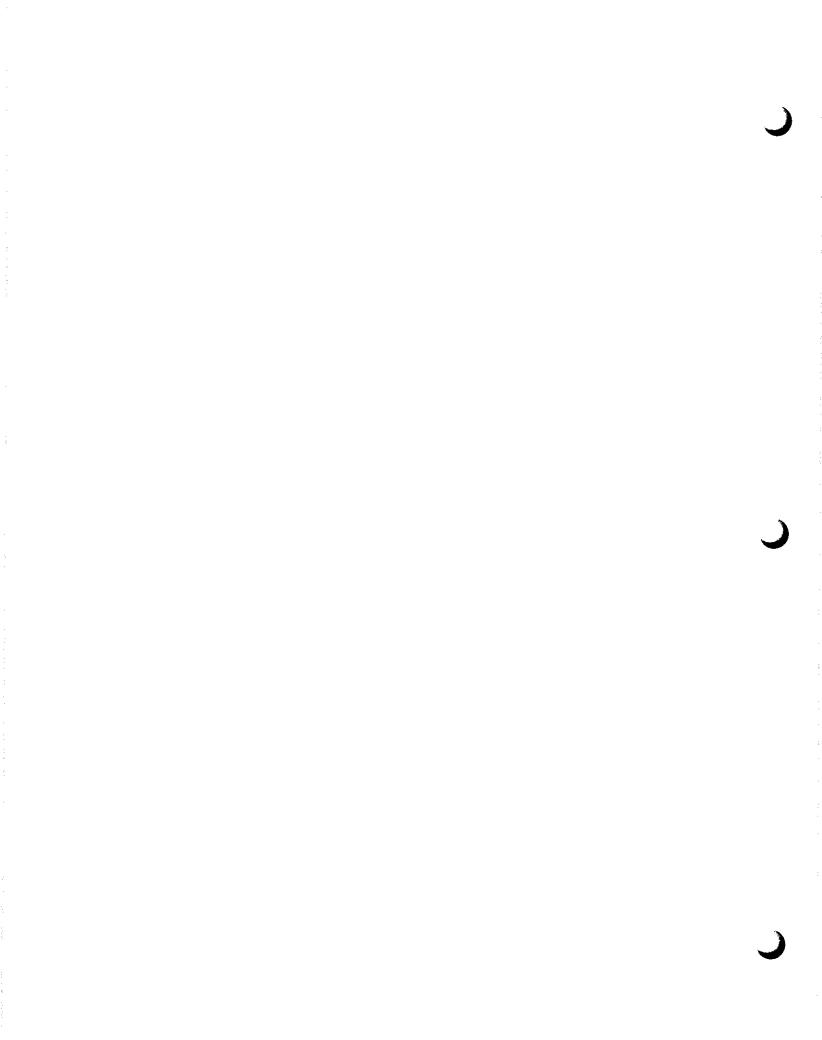
267,443.27 \$

192,515.40 \$ 2,347,425.33

83.62%

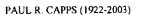
2,807,384.00 \$

\$



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August	2015		· · · · · · · · · · · · · · · · · · ·		⊢ ∙ —		1							<u> </u>
Permit	Date	Applicant	Туре	Address	Construction	Permit	sw	Plumbing	Mech.	Gas	Total	Tax Map	Group	Parcel
14-351	8/3/15	Christiansen	Covered Deck(s)	2755 Gregg Road 37814	\$5,000.00	\$342.25					\$342.25	032		058.04
14-352	8/3/15	Hyder	house	3493 Elwood Drive 37814	\$20,000,00	\$490.00	\$100.00	\$55.00			\$645.00	025		154.00
14-353	8/3/15	Hewitt	enclosed deck(s)	950 Pinewood Circle 37814	\$7,500.00	\$67.50					\$67.50	040P		021.00
14-354	8/4/15	Ellison/Cedar Grove	pavillion	2030 Silver City Road 37860	\$25,000.00	\$600.00					\$600.00	036		027.00
14-355	8/4/15	Jarnagin	addition	1437 Dover Road 37814	\$15,000.00	\$280.00					\$280.00	035		029.04
14-356	8/4/15	Long	storage building	3750 Old Kentucky Road 37814	\$300.00	\$0.00			1		\$0.00	017		129.01
14-357	8/5/15	Arnold	garage	1937 Wilderness Drive 37877	\$26,000.00	\$188.00					\$188.00	046K	в	003.00
14-358	8/10/15	Rutherford	addition	4075 Frank Road 37814	\$10,000.00	\$200.00					\$200.00	018P	с	002.00
14-359	8/10/15	Davis	garage	1344 Windcrest Drive 37814	\$5,000.00	\$850.00					\$850.00	040A	с	008.00
14-360	8/11/15	Carlyle	pool	2791 Kidwell Ridge Rd 37814	\$5,000.00	\$50.00			1		\$50.00	031	ţ ,	Pt 002.00
14-361	8/11/15	C & H Management	storage building	6230 Talley Chapel Pike 37860	\$500.00	\$0,00				•	\$0.00	011	·····	069.20
14-362	8/12/15	Couch	Pool and deck	2041 Autumn Lane 37814	\$8,000.00	\$75.00			!		\$75.00	018B	D	017,00
14-363	8/13/15	Carlyle	house	876 Rouse Road 37813	\$100,000.00	\$772.20	\$100.00	\$75.00	\$15.00		\$962.20	057		pt of 096.0
14-364	8/18/15	Newman	storage building	4024 Scarlett Drive 37814	\$14,000.00	\$144.00					\$144.00	040C	A	072.00
14-365	8/19/15	Demayo	enclosed deck	2081 Ruthena Circle 37813	\$800.00	\$60.00					\$60.00	0350	с	010.00
14-366	8/20/15	Соре	DWMH	5172 Spencer Hale Road 37813	\$12,000.00	\$350.00			+	-	\$350.00	057		140.11
14-367	8/25/15	Greene	storage building	7274 St. Clair Road 37891	\$60,000,00	\$2,640.00					\$2,640.00	012		026,14
14-368	8/25/15	Henrikson	addition	869 McBride Road 37814	\$40,000.00	\$220,50		\$30.00	\$15,00		\$265,50	033		009.02
14-369	8/27/15	Waites	storage building	5137 St. Paul Road 37813	\$300.00	\$60.00			1		\$60.00			000.02
14-370	8/26/15	Johnson	SWMH	3331 McBride Road 37814	\$8,000.00	\$100.00					\$100.00	023		054.00
14-371	8/28/15	Couch	Cover for Vehicles	3994 S. Davy Crockett Pkwy 37814	\$24,000.00	\$1,340,00					\$1,340.00	050		069.07
14-372	8/28/15	Brogan	deck	1241 Taylor Road 37814	\$300.00	\$25.00					\$25,00	040B	С	006.00
											\$0.00	0.05	_ 0	000.00
	Total	22		Total:	\$386,700.00	\$8,854.45	\$200.00	\$160.00	\$30.00	\$0.00	\$9,244.45			
Running	Total	- 44	and the second second		\$1,752,973.00			A CONTRACTOR OF	\$135.00	5.23.977 BHB	\$20,373.85			
										Shahoo ta baha ku	inter and a standard standard standard in		Monthly	УТД
					Total No.	Amount		Total	1			HOMES	0	0
				Copies and Miscellaneous		\$0.00		\$0.00	August]		SHOMEOS	Construction of the second	
				Re-Zoning Request		\$75.00		\$0.00	Grand					
				Variance Request		\$50.00		\$0.00	Total:		\$9,394.45			
				Plat Approval		\$150.00		\$0.00		· · · · · · · · · · · · · · · · · · ·	φ3,33 4.4 ÿ			
	····	3 lots or	more	Land Disturbance/Development	1	\$100.00		\$100.00	2014-2015	!				
	···			Use on Review	1	\$50.00		\$50.00	Running					
				Refunds		400.00	_	\$0.00						
.,			· · · · · · · · · · · · · · · · · · ·	Total Collected		e di		\$150.00	Total:		\$20,873.65			
1	37				2015 - Commis	sion Mee	ing -	\$500,00				o Regula	r Calend	ar

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



CHRISTOPHER P. CAPPS DAVID S. BYRD

WILLIE SANTANA, ASSOCIATE

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

August 31, 2015

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 - AUGUST, 2015

Dear Bill:

Please find enclosed three (3) invoices representing legal services rendered on behalf of Hamblen County, Tennessee during the month of August, 2015.

As usual, one invoice covers our General/Miscellaneous File and two (2) invoices cover separate County departments.

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,

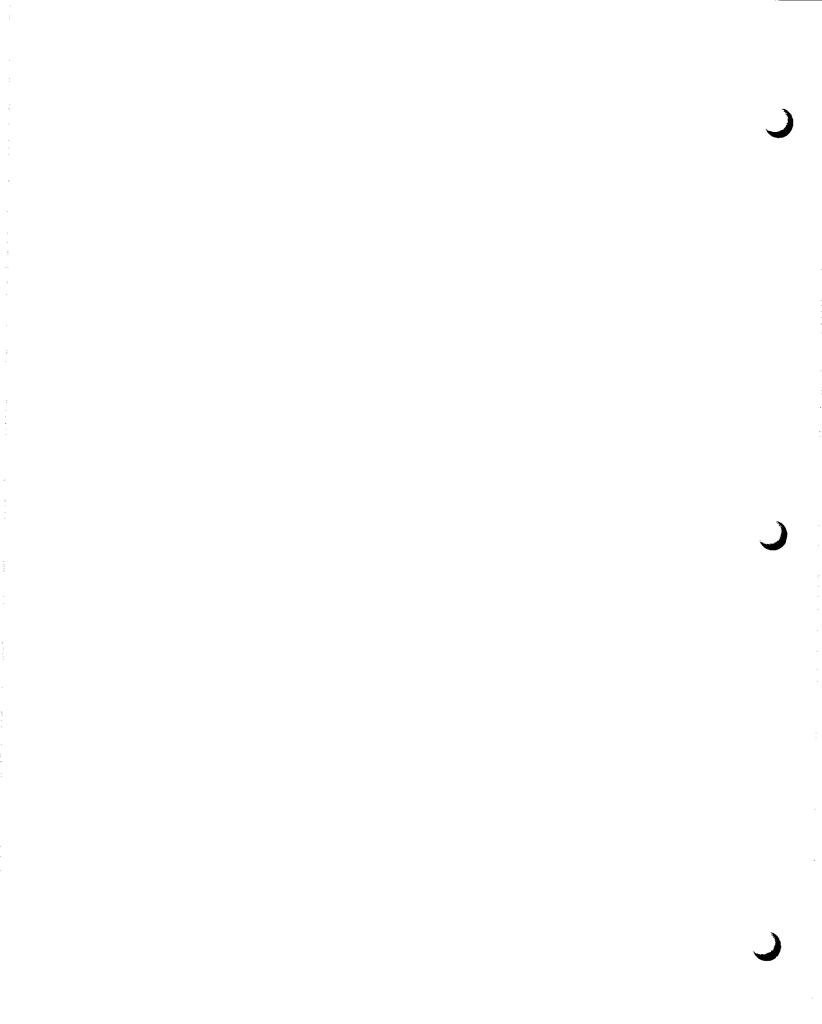
Christopher P. Capps/alg

Christopher P. Capps

CPC/alg

Enclosures CNUSERSNAMY GREERNXOCUMENTS/PUBLIC FOLDERS/DOCUMENTS/HAMBLEN COUNTY/LETTERS/2015/BRITTAIN BILL(INVOICE)-08-31-15 DOCX

Return to Regular Calendar



CAPPS, CANTWELL, CAPPS & BYRD

ATTORNEYS AT LAW

See attached invoice

1004 WEST FIRST NORTH STREET MORRISTOWN, TN 37814 Phone: 423-586-3083 Fax: 423-586-0513

TO:

FOR:

DESCRIPTION

HAMBLEN COUNTY, TENNESSEE

HAMBLEN COUNTY, TENNESSEE - GENERAL/MISCELLANEOUS

	\$367.50

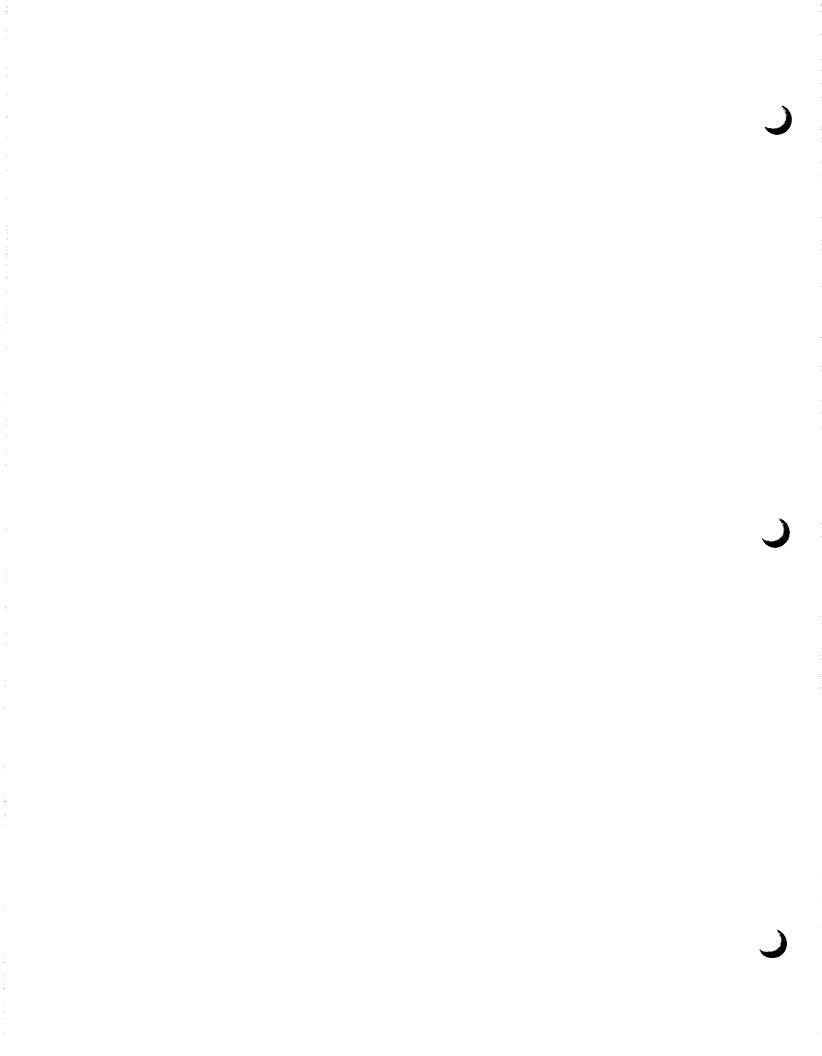
Make all checks payable to Capps, Cantwell, Capps & Byrd and REMIT TO: P.O. Box 1897, Morristown, TN 37816-1897. Payment is due within 30 days. Any accounts which remain unpaid after 30 day shall bear interest at the rate of 1 ½% per month.

Thank you for your business!

INVOICE

DATE: AUGUST 31, 2015

AMOUNT



RE: HAMBLEN COUNTY, TENNESSEE - GENERAL/MISCELLANEOUS LEGAL SERVICES RENDERED – AUGUST, 2015

<u>Hrs</u>.

08/05/15	E-mails from and to Stephen Later re: Southern Software	0.15
08/07/15	E-mail from Cindy Dibb re: 8/10 committee meeting; phone conference w. Stancil Ford re: Holden	ith 0.20
08/10/15 Smyth; 0.60	Review e-mail from Bill Brittain re: 8/10 meeting; review e-mail fro e-mail to John Smyth re: 8/10 meeting; Committee meeting	m John
08/16/15 re:	E-mail from Jennifer Schmidt re: <u>Peggy Cloak</u> ; e-mails from and to Bill internet access agreement	Brittain 0.15
08/17/15	E-mail from Cindy Dibb re: 8/20 commission meeting	0.05
08/18/15	E-mail from Lou Ann Sheffield re: <u>Peggy Cloak</u> ; e-mails to and from Bill re: internet access agreement, review resolution	Brittain 0.40
08/19/15	Fax from Sheriff's Department re: Garcia	0.10
08/20/15	Phone conference with Stancil Ford re: meeting; commission meeting	0.60
08/25/15	E-mails from and to Stephen Later re: Southern Software	0.10
08/31/15	E-mails from and to Michael Cogan re: <u>Reid</u>	0.10
Legal	Services Rendered (2.45 x \$150 =) \$367.5	50

TOTAL: \$367.50

C \Users\Amp_GreenDacamentsPhotic FuldersDocuments.invoicessHaubleaCo (5)August)General docs

J J

CAPPS, CANTWELL, CAPPS & BYRD

ATTORNEYS AT LAW

1004 WEST FIRST NORTH STREET MORRISTOWN, TN 37814 Phone: 423-586-3083 Fax: 423-586-0513

TO:

FOR:

HAMBLEN COUNTY ROAD DEPARTMENT

LEGAL SERVICES RENDERED (AUGUST, 2015)

DESCRIPTION		AMOUNT
See attached invoice		
	-	
	TOTAL	\$337.50

Make all checks payable to Capps, Cantwell, Capps & Byrd and REMIT TO: P.O. Box 1897, Morristown, TN 37816-1897. Payment is due within 30 days. Any accounts which remain unpaid after 30 day shall bear interest at the rate of 1 ½% per month.

Thank you for your business!

Return to Regular Calendar



DATE: AUGUST 31, 2015



RE: HAMBLEN COUNTY ROAD DEPARTMENT LEGAL SERVICES RENDERED - AUGUST, 2015

08/05/15 Meeting with Barry Poole re: Pullen Road

08/28/15 Visit to Graham residence with Barry Poole

Legal services rendered (2.25 hrs. x \$150) \$337.50 TOTAL: \$337.50

C:/Users/Amy GreenDocuments/Public Folders/Documents/Invoices/HomblenCo 15/August/Road docs

) J J

CAPPS, CANTWELL, CAPPS & BYRD

ATTORNEYS AT LAW

1018 WEST FIRST NORTH STREET MORRISTOWN, TN 37814 Phone: 423-586-3083 Fax: 423-586-0513

TO:

FOR:

HAMBLEN COUNTY SHERIFF'S DEPARTMENT

LEGAL SERVICES RENDERED – AUGUST, 2015

DESCRIPTION	AMOUNT
See attached invoice	
	TOTAL \$37.50

Make all checks payable to Capps, Cantwell, Capps & Byrd and REMIT TO: P.O. Box 1897, Morristown, TN 37816-1897. Payment is due within 30 days. Any accounts which remain unpaid after 30 day shall bear interest at the rate of 1 ½% per month.

Thank you for your business!

Return to Regular Calendar

143

INVOICE

DATE: AUGUST 31, 2015

) J)

RE: HAMBLEN COUNTY SHERIFF'S DEPARTMENT LEGAL SERVICES RENDERED - AUGUST, 2015

08/28/15 E-mail to Debbie Hammond and phone conference re: Sauceman/Gentry bill

Legal services rendered (0.25 x \$150 =)		\$37.50
	TOTAL:	\$37.50

CAUSERSIAMY GREERIDOCUMENTSIPUBLIC FOLDERSIDOCUMENTSINVOICESIHAMBLENCO ISIAUGUSTISHERIFF DOCX

J) J

EDDIE DAVIS MONTHLY REPORT Hamblen County Coroner P.O. Box 1479 Morristown, Tennessee 37816-1479 Phones (423) Home 581-6229 Fax 289-1262 Cell 301-6322 September 1, 2015 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 August along with being on call 24/7/365, training, assisting, directing and reviewing each call and the work of all Deputy Coroners and, serving as liaison between Medical Examiner and Fathologist; collecting, preparing and shipping toxicology specimens and reviewing all cremation requests. NAME, AGE, HOME ADDRESS *1 CALL# CASE# DATE Delena Reynolds, 81, 261 West Croxdale Road 1. 15251 08-01-15 Mrs. 2. 15252 08-02-15 Mr. Charles McCracken, 80, 3270 Boatsman's Mountain Road 3. 15253 08-02-15 Mrs. Marie Jenkins, 94, 503 White Avenue 4.*15254 08-02-15 Mr. Lindsey Coley, 20, Troutdale, VA Michael Keenan, 80, 911 Gaston Street 5. 15256 08-03-15 Mr. Linda Vaughn, 72, 1893 Bluebird Circle 6. 15257 08-04-15 Mrs. Shirley Warfield, 75, Dandridge, TN 7. 15258 08-04-15 Mrs. 8. 15261 08-04-15 Mr. Johnny Parker, 75, 711 Lennie Avenue 9. 15264 08-05-15 Mr. Mark Hammond, 45, 1027 Old Witt Road Arnold Lovin, 73, 1407 Morningside Drive 10. 15265 08-06-15 Mr. 11. 15266 08-06-15 Mrs. Irene Worley, 85, 6190 Talley Chapel Pike 12. 15267 08-08-15 Mr. Roger Blackburn, 58, Dandridge, TN Bonnie Pettigrew, 79, 3013 Reynolds Road 13. 15268 08-08-15 Mrs. 14. 15270 08-09-15 Mrs. Jewell Day, 66, 604 Ethel Road James Bailey, 54, Jefferson City, TN 15. 15276 08-13-15 Mr. 16. 15278 08-14-15 Ms. Mandy Seals, 78, 5927 Dodson Ferry Road 17. 15279 08-15-15 Mr. Edwin Griffeth, 82, 2900 Fish Hatchery Road 18. 15280 08-16-15 Mrs. Martha Russell, 78, 621 Hill Top Drive 19, 15283 08-21-15 Ms. Wanda Wolfe, 80, 414 East Fourth North Street 20. 15285 08-25-15 Mr. James Shockley, 81, 635 Walters Drive 21. 15286 08-27-15 Miss. Debra Scates, 59, 4185 Priscilla Street William Hilton, 71, Bean Station, TN 22. 15287 08-27-15 Mr.

23. 15288 08-28-15 Mr. Toby Fleener, 74, 215 Shields Ferry Road

Richard Gouge, 61, Homeless 24. 15292 08-31-15 Mr.

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

Ι ζ 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 Collseptender by 2000 connection Modifice and Repeate Reputer Calendar AIT Laboratories, Indianapolis, IN

09/01/2015 15:27 4232891262

PAGE 01/06

EDDIE DAVIS

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

September 1, 2015

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 August.

CALL# C	ASE#	DATE	NAME,	AGE, HOME ADDRESS *1
1. 1	5250	08-01-15	Mr.	Roger Jones, 60, 1461 Cain Mill Road
2. *1	.5255	08-03-15	Miss.	Stacy Richards, 41, 3016 Clinchview Drive
3. 1	5259	08-04-15	Mrs.	Judy Wilson, 62, 6172 Beacon Light Road
4. *1	5260	08-04-15	Mr.	James Simmons, 67, 3792 Old Kentucky Road
5. 1	5269	08-09-15	Mr.	Frank Fisher, 84, 2750 Buffalo Trail Road
6. 1	5271	08-10-15	Mr.	Mark Jinks, 42, 641 Union Avenue
7. *1	5281	08-16-15	Mr.	Stephen Maye, 31, 1956 Red Bird Street
8. *1	5290	08-28-15	Ms,	Angela Shelton, 45, 484 Lanier Drive

I certify that I attended to the cases listed above. I request the allocated fees of \$30.00 per call:

8 Calls X \$40. = \$320.00

Sincerely,

SIGNATURE ON FILE

Todd Giles Deputy Coroner

erd/jp

CC: Hamblen County Medical Examiner

* Indicates Autopsy Preformed

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

E Toxicology Samples Sent to AIT Laboratories, Indianapolis, IN

EDDIE DAVIS MONTHLY REPORT

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

September 1, 2015

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 August.

CALL# CASE# DATE NAME, AGE, HOME ADDRESS *1 1. *15272 08-10~15 Ms. Constance Gilbert, 33, 1768 Ledean Drive 2. &15273 08-10-15 Ms. Jeanette Strum, 53, 1012 Sulphur Springs Road 3. 15274 08-11-15 Mr. James Jones, 77, Lot 77 Eastwood Mobile Home Park *15275 08-12-15 Mrs. Patricia Estes, 48, 6750 Beacon Light Road 4. 5. 15277 08-14-15 Mrs. Tracy Shipman, 51, 1690 Ruthend Circle 15284 08-22-15 Miss. Lois Price, 81, 501 West Economy Road 6. 7. 15291 08-30-15 Mr. Don Rowlett, 89, 605 West Donaldson Drive *15293 08-31-15 Mr. 8. Jon White, 37, 504 Barton Drive

I certify that I attended to the cases listed above. I request the allocated fees of \$30.00 per call:

8 Calls X \$40. = \$320,00

Sincerely,

SIGNATURE ON FILE

J.R. Thompson, Jr. Deputy Coroner

erd/wbl

CC: Hamblen County Medical Examiner

* Indicates Autopsy Preformed

- *1 All home addresses are Hamblen County unless otherwise stated.
- & Toxicology Samples Gathered and Sent to AIT Laboratories, Indianapolis, IN

EDDIE DAVIS

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

September 1, 2015

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 August.

CALL#	CASE#	DATE	NAME,	, AGE, HOME ADDRESS *1	
1.	15282	08-21-15	Mr.	Hugh Russell, 72, 621 Hilltop Drive	
2.	15289	08-28-15	Mrs,	Jacqueline Fisher, 82, 2730 Buffalo Trai.	L

I certify that I attended to the cases listed above. I request the allocated fees of \$30.00 per call:

2 Calls X \$40. = \$80.00

Sincerely,

SIGNATURE ON FILE

Jimmy Peoples Deputy Coronar

erd/jp

CC: Hamblen County Medical Examiner

* Indicates Autopsy Preformed

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

& Toxicology Samples Sent to AIT Laboratories, Indianapolis, IN

 EDDIE DAVIS

MONTHLY REPORT Hamblen County Deputy Coroner 1500 Jarrell-Ray Road Whitesburg, Tennessee 37891 Phone: 235-4757

September 1, 2015

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 August

CALL# CASE# DATE NAME, AGE, HOME ADDRESS *1 1. 15262 08-04-15 Ms. Sharon Mathes, 63, 717 Cedar Creek Road 2.*15263 08-04-15 Mrs. Tammy Porter, 56, 1091 Wilburn Road

I certify that I attended to the cases listed above. I request the allocated fees of \$30.00 per call:

2 Calls X \$40. = \$80.00

Sincerely,

Signature on File

William B. Love Deputy Coroner

erd/wbl

CC: Hamblen County Medical Examiner

* Indicates Autopsy Preformed

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

& Toxicology Samples Sent to

09/01/2015 15:27 4232891262 EDDIE DAVIS PAGE 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

September 1, 2015

Knox County Medical Examiner ATTN: 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 final autopsy reports being received from you as of August 31, 2015. If your records do not match as listed below, please notify me as soon as possible.

Ħ	<u>CASE#</u>	DATE ORD	ERED NAM	E, AGE
1.	15197	06-16-15	Ms.	Lora Coldwell, 50
2.	15216	07-04-15	Ms.	Misty Dalton, 37
З.	15217	07-04-15	Mr.	Michael Gaby, 37
4.	15243	07-28-15	Mrs.	Elizabeth Whitson, 38
5.	15254	08-02-15	Mr.	Lindsey Coley, 20
6,	15255	08-03-15	Miss.	Stacy Richards, 41
7.	15260	08~04-15	Mr.	James Simmons, 67
8.	15263	08-04-15	Mrs.	Tammy Porter, 56
9.	15275	08-12-15	Mrs.	Patricia Estes, 48
10.	15281	08-16-15	Mr.	Stephen Maye, 31
11.	15290	08-28-15	Ms.	Angela Shelton, 45
12.	15293	08-31-15	Mr.	Jon White, 37

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

Sincerely Eddie R. Davi e

Hamblen County Coroner

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

Hamblen County Commission Finance Committee Information Purposes Only

Fund

AUG -THE OFFICE OF THE HAMBLEN COUNTY MAYOR TENNESSEE Hamblen County

ţ

OFFICE OF THE MAYOR

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

AUGUST Year 2015 Month

#131

DEPT: HIGHWAY / PUBLIC WORKS

Account Number	Description	Increase	Decrease
	AMDINISTRATION		
61000.317	Data Processing Services	9,600	- parte de Assistante de 1900-1980
61000.599	Other Charges		3,60
		a	
			· · · · · · · · · · · · · · · · · · ·
			1
		1,400	1

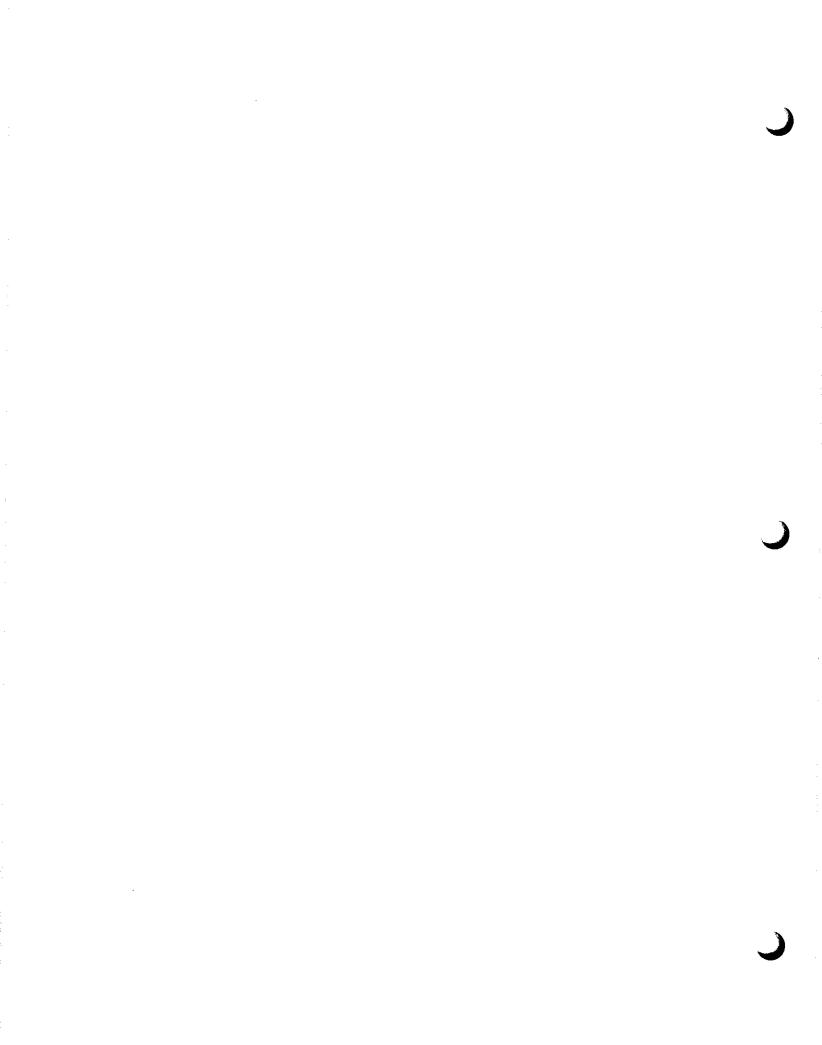
r	
Brief Descriptions of	f issue: riations for annual MUS Vault / backup services.
<u> </u>	

Requesting	Department 01
Signature:	Barry S. Tol
Title :	HAMPLEN COUNTY ROAD SUPT.
Date:	08-03-15 '
Approval by	County Mayor
Signature:	fall Brittan
Title :	Cocenty Moyer

8-4-15

For Finance Department Only: Reviewed by: MW Budget Amendment 131-00

Date:



Hamblen County Commission Finance Committee Information Purposes Only



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

Month AUGUST Year 2015

Fund #101 DEPT: PARKS AND FAIR BOARDS

Account Number	Description	Increase	Decrease
	PARKS AND FAIR BOARDS		
56700.506	Liability Insurance	875	
56700.513	Worker's Compensation Insurance		875
			
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	an manananan an a		
hand an	n and an and a second		
		······	
······			
	, , , , , , , , , , , , , , , , , , ,	<u>.</u>	

<u>Brief Descriptions of issue:</u> To reclassify appropriations for liability insurance premiums for FY15/16.

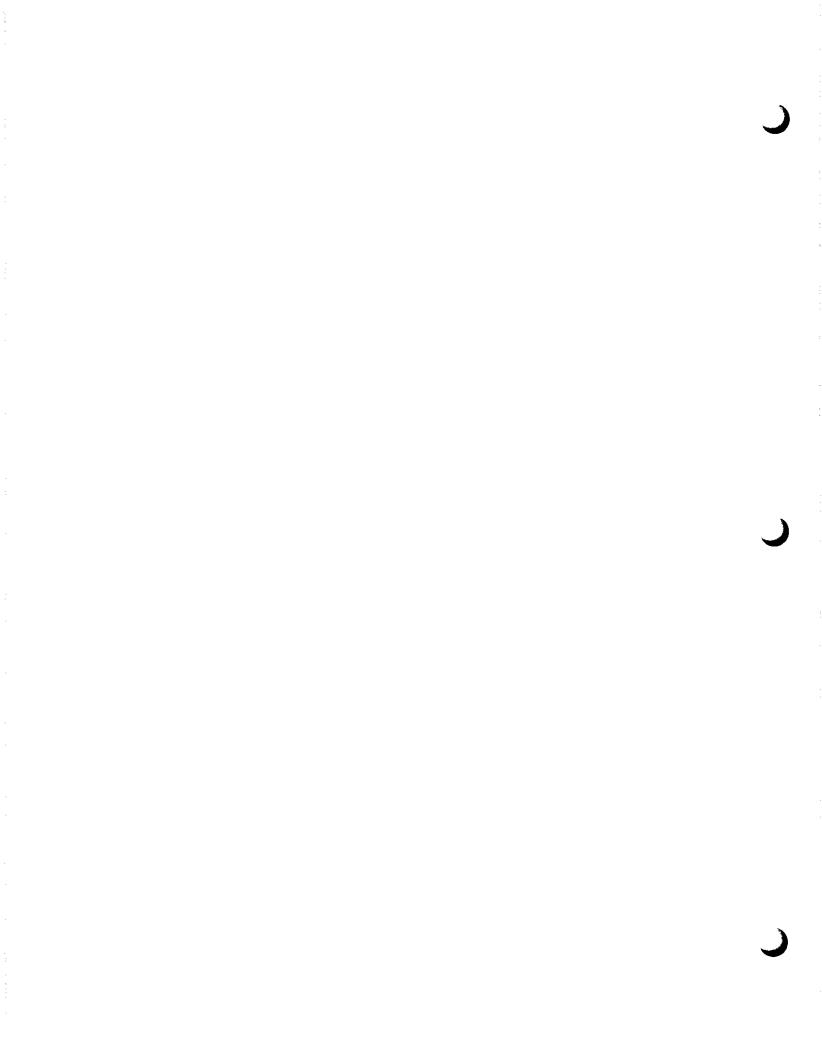
Requesting	Department	
Signature:	flanhen	
Title :	tark / lac	_
Date:	8/26/15	_
Approval by	County Mayor	
Signature:	Bill Dittai	
Title :	County Major	
Date:	<u></u>	*

For Finan	ce Depart:	<u>ment Only:</u>
Reviewed	by:	
Budget A:	nendment	

HAMBLEN COUNTY DEPARTMENT OF EDUCATION QUARTERLY EXPENDITURE REPORT Dr. Dale Lynch, Director

2014-2015 FOURTH QUARTER





L

THE COUNTY BOARD OF EDUCATION REPORTS THE FOLLOWING EXPENDITURES FOR THE PUBLIC SCHOOL PURPOSE AS OF THE QUARTER ENDING JUNE 30, 2015

GENERAL PURPOSE	BUDGET	SPENT	REMAINING	PERCENT REMAINING
REGULAR INSTRUCTION	\$38,843,203.98	\$ 37,787,634.04	\$ 1,055,569.94	2.72%
SPECIAL EDUCATION	6,181,138.33	5,903,575.69	277,562.64	4.49%
VOCATIONAL EDUCATION	3,140,193.00	2,959,238.42	180,954.58	5.76%
STUDENT BODY	184,570.00	142,843.74	41,726.26	22.61%
OTHER (FAMILY RESOURCE)	59,223.30	59,223.30	-	0.00%
ATTENDANCE	5,850.00	1,585.91	4,264.09	72.89%
HEALTH SERVICES	659,485.75	638,868.93	20,616.82	3.13%
OTHER STUDENT SUPPORT	1,331,722.00	1,259,018.16	72,703.84	5.46%
INSTRUCTIONAL ADMINISTRATION	708,717.47	605,094.39	103,623.08	14.62%
SPECIAL EDUCATION ADMINISTRATION	277,211.43	267,694.66	9,516.77	3.43%
VOCATIONAL EDUCATION ADMINISTRATION	148,918.00	148,216.47	701.53	0.47%
BOARD OF EDUCATION	1,122,454.00	1,005,281.75	117,172.25	10.44%
OFFICE OF THE DIRECTOR	616,194.00	590,111.46	26,082.54	4.23%
OFFICE OF THE PRINCIPAL	4,283,888.02	4,182,342.83	101,545.19	2.37%
FISCAL SERVICES	411,751.00	397,523.71	14,227.29	3.46%
OPERATION OF PLANT	6,156,262.00	5,501,166.02	655,095.98	10.64%
MAINTENANCE OF PLANT	1,483,264.00	1,439,285.56	43,978.44	2.96%
TRANSPORTATION	3,135,767.00	2,934,132.28	201,634.72	6.43%
CENTRAL AND OTHER	1,393,202.30	1,314,149.77	79,052.53	5.67%
EXTENDED SCHOOL PROGRAM	310,856.00	236,614.91	74,241.09	23.88%
EARLY CHILDHOOD EDUCATION	781,936.97	777,650.63	4,286.34	0.55%
REGULAR CAPITAL OUTLAY	2,211,415.52	1,986,782.01	224,633.51	10.16%
EDUCATION DEBT SERVICE	500,000.00	500,000.00	-	0.00%
TRANSFERS	28,244.00	<u> </u>	28,244.00	100.00%
TOTALS	\$73,975,468.07	\$ 70,638,034.64	\$ 3,337,433.43	4.51%

)) J

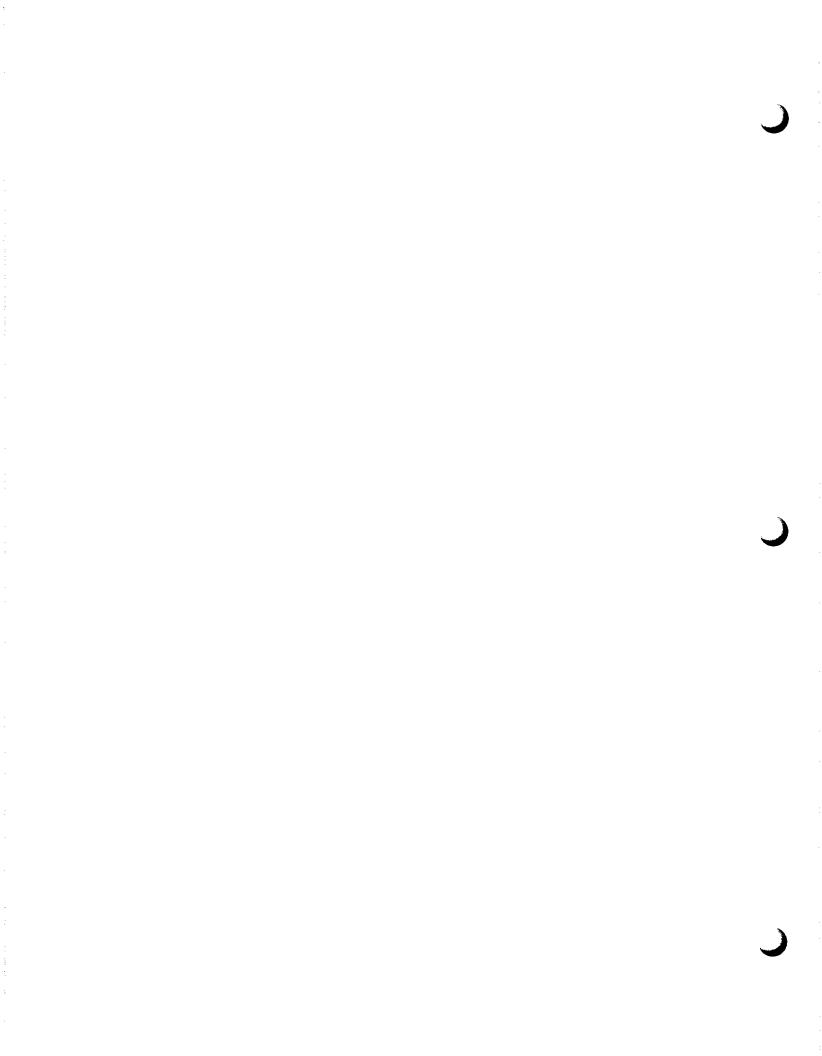
COUNTY BOARD OF EDUCATION REPORTS THE FOLLOWING EXPENDITURES FOR THE PUBLIC SCHOOL PURPOSE AS OF THE QUARTER ENDING JUNE 30, 2015

				PERCENT
FEDERAL PROGRAMS - CONSOLIDATED ADMIN. REGULAR INSTRUCTION	BUDGET \$ 169,569,00	SPENT \$ 155,832,68	REMAINING \$ 13.736.32	REMAINING
TOTALS	<u>\$ 169,569.00</u> \$ 169,569.00	<u>\$ 155,832.68</u> \$ 155,832.68	\$ 13,736.32 \$ 13,736.32	8.10%
	\$ 109,059.00	\$ 103,002,00	\$ 13,130.32	8.10%
				PERCENT
FEDERAL PROGRAMS - TITLE I	BUDGET	SPENT	REMAINING	REMAINING
REGULAR INSTRUCTION	\$ 2,114,752.73	\$ 2,076,321.74	\$ 38,430.99	1.829
OTHER STUDENT SUPPORT	150,810.00	146,405.86	4,404.14	2.92%
REGULAR INSTRUCTION	529,433.00	390,869.41	138,563.59	26.17%
TRANSFERS	48,983.00	48,351.54	631.46	1.29%
TOTALS	\$ 2,843,978.73	\$ 2,661,948.55	\$ 182,030.18	6.40%
				PERCENT
FEDERAL PROGRAMS - TITLE IIA	BUDGET	SPENT	REMAINING	REMAINING
REGULAR INSTRUCTION	\$ 193,483,84	\$ 187,687,84	\$ 5,796.00	3.00%
JULAR INSTRUCTION	381,324.00	220,015.45	161,308.55	42.30%
ANSFERS	6,559.00	6,559.00	-	0.00%
TOTALS	\$ 581,366.84	\$ 414,262.29	\$ 167,104.55	28.74%
				· ·
				PERCENT
FEDERAL PROGRAMS - TITLE III	BUDGET	SPENT	REMAINING	REMAINING
REGULAR INSTRUCTION	\$ 135,775.08	\$ 105,369.39	\$ 30,405.69	22.39%
REGULAR INSTRUCTION	27,110.00	13.150.32	13,959,68	51.49%
TRANSFERS		-	-	0.00%
TOTALS	\$ 162,885.08	\$ 118,519.71	\$ 44,365.37	27.24%
	<u></u>			<u></u>
				PERCENT
FEDERAL PROGRAMS - TITLE X HOMELESS ED.	BUDGET	SPENT	REMAINING	REMAINING

	000021	U ,		
REGULAR INSTRUCTION	\$ 70,907.17	\$ 65,912.18	\$ 4,994.99	7.04%
TRANSPORTATION	3,390.49	3,390.49		0.00%
TOTALS	\$ 74,297.66	\$ 69,302.67	\$ 4,994.99	6.72%

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Return to Regular Calendar



E COUNTY BOARD OF EDUCATION REPORTS THE FOLLOWING EXPENDITURES

FOR THE PUBLIC SCHOOL PURPOSE AS OF THE QUARTER ENDING JUNE 30, 2015

				PERCENT
FEDERAL PROGRAMS - CARL PERKINS	BUDGET	SPENT	REMAINING	REMAINING
VOCATIONAL EDUCATION	\$ 131,821.26	\$ 131,821.26	\$-	0.00%
OTHER STUDENT SUPPORT	38,890.05	38,890.05	-	0.00%
VOCATIONAL EDUCATION	3,488.13	3,488.13	-	0.00%
TRANSFERS	883.56	883.56		0.00%
TOTALS	<u>\$ 175,083.00</u>	\$ 175,083.00	<u>\$ -</u>	0.00%

							PERCENT
FEDERAL PROGRAMS - SP. ED. PRESCHOOL GRANT		BUDGET		SPENT	F	REMAINING	REMAINING
SPECIAL EDUCATION	s	50,218.00	\$	48,071.25		2,146.75	4.27%
TRANSPORTATION	<u>s</u>	782.00	\$	782.00		-	0.00%
TOTALS	<u>s</u>	51,000.00	\$	48,853.25	\$	2,146.75	4.21%
		· · · · · · · · · · · · · · · · · · ·	. • •				

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FEDERAL PROGRAMS - IDEA	BUDGET	SPENT	REMAINING	REMAINING
ſ				
	\$ 2,159,193.00	\$ 2,062,805.55	\$ 96,387.45	4.46%
TOTALS	\$ 2,159,193.00	\$ 2,062,805.55	\$ 96,387.45	4.46%

				PERCENT
FEDERAL PROGRAMS - IDEA CARRYOVER	BUDGET	SPENT	REMAINING	REMAINING
SPECIAL EDUCATION	\$ 57,000.26	\$ 57,000.26	-	0.00%
TRANSPORTATION	<u>\$</u>	\$ -		0.00%
TOTALS	\$ 57,000.26	\$ 57,000.26	<u>\$</u>	0.00%

DEDCENT

FEDERAL PROGRAMS - SPED PRESCHOOL	BUDGET	SPENT	REMAINING	REMAINING
SPECIAL EDUCATION TOTALS	\$ 61,373.00 \$ 61,373.00	\$ 44,176.81 \$ 44,176.81	\$ 17,196.19 \$ 17,196.19	28.02% 28.02%

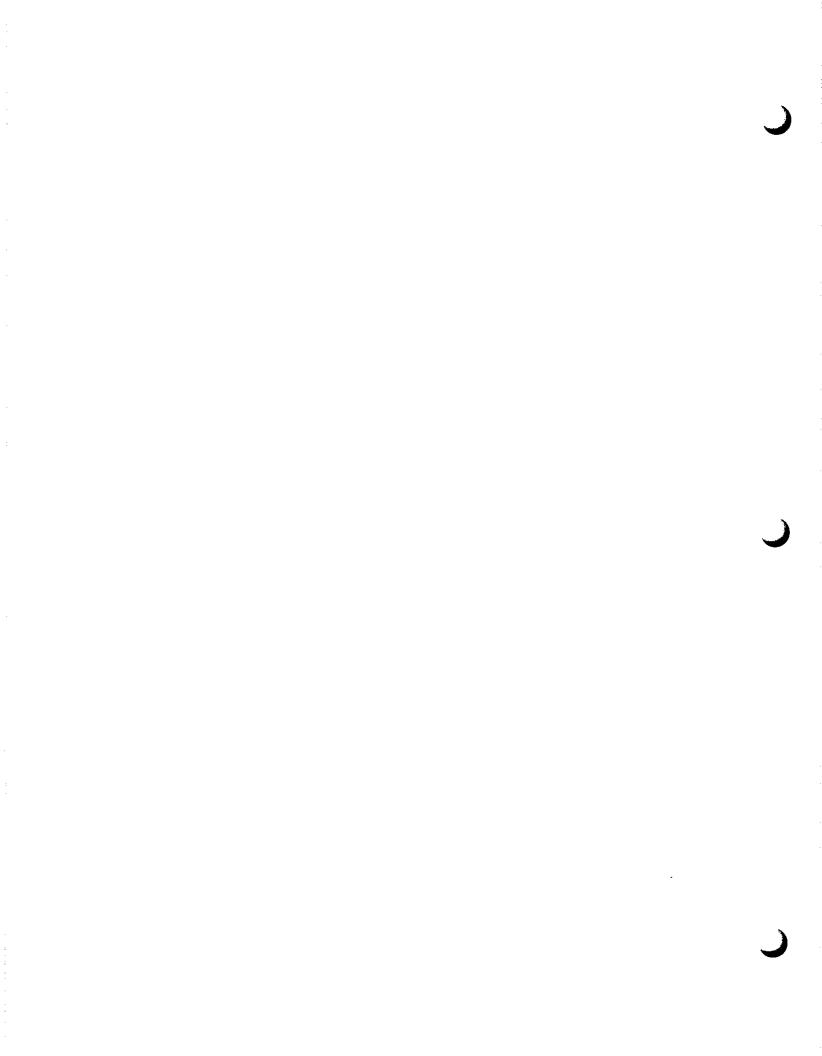
PERCENT

COUNTY BOARD OF EDUCATION REPORTS THE FOLLOWING EXPENDITURES

FOR THE PUBLIC SCHOOL PURPOSE AS OF THE QUARTER ENDING JUNE 30, 2015

FEDERAL PROGRAMS - SPED PRESCHOO	DL CARRYOVER BUDGET	SPENT	REMAINING	PERCENT
SPECIAL EDUCATION TOTALS	\$ 20,414.88 \$ 20,414.88	\$ 20,414.88 \$ 20,414.88	<u>\$</u>	0.00%
			$\begin{array}{c} \frac{1}{2} \left\{ \begin{array}{c} \frac{1}{2} \left\{ \frac{1}{2} \left\{$	
TOTAL FEDERAL PROGRAMS	\$ 6,356,161.45	\$ 5,828,199.65	\$ 527,961.80	8.31%

Return to Regular Calendar







CHAMBER of COMMERCE TENNESSEE

2014 HAMBLEN COUNTY TOURISM DIRECT ECONOMIC IMPACT

Direct tourism expenditures:	\$87.19 million
Increase over 2013:	4.5%
Local tax receipts:	\$1.91 million
Increase over 2013:	4.7%
State tax receipts:	\$5.16 million
Increase over 2013:	6.2%
Tourism-related jobs:	453

As a result of tourist spending, each Hamblen County household pays:

- \$210.09 LESS in state taxes
- \$77.76 LESS in local taxes

BOTTOM LINE

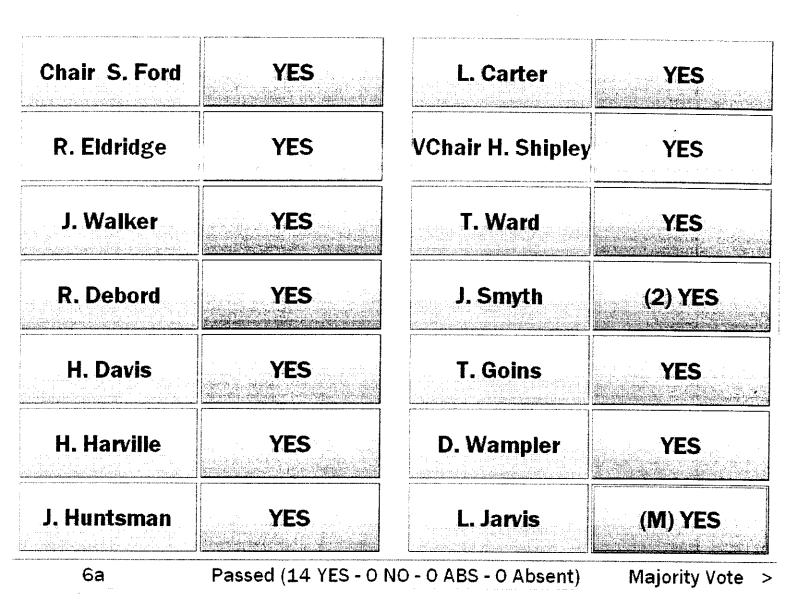
Without tourists, each Hamblen County household would pay *\$287.85 MORE* in state and local taxes.

Sources: 2014 Economic Impact of Travel on Tennessee Counties Report www.trivacation.com/industry

U.S. Census Bureau Quick Facts by County http://quickfacts.census.gov Return to Regular Calendar J

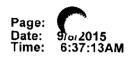
MONTHLY CHECKS

Motion by Doe Jarvis, seconded by John Smyth to approve the monthly checks submitted by the County Mayor's office.



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

COMMISSION AR OVAL LISTING MONTHLY CHECKS



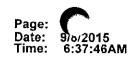
ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
55710	302	Advertising	2015-08-27	1160022375	Citizen Tribune	520.29
55710	312	Contracts With Private Agencies	2015-08-13	1160022364	S & B Recycling	2,521.50
55710	336	Maintenance And Repair Services - Equipment	2015-08-13		A1 Napa Auto Parts (DO NOT USE)	-2,006.05
55710	336	Maintenance And Repair Services - Equipment	2015-08-06	1160022351	Fastenal Company	455.02
55710	336	Maintenance And Repair Services - Equipment	2015-08-13	1160022357	A1 Napa Auto Parts (DO NOT USE)	2,006.05
55710	336	Maintenance And Repair Services - Equipment	2015-08-13	1160022360	Freightliner Of Knoxville Inc	2,000.03
55710	336	Maintenance And Repair Services - Equipment	2015-08-13	1160022363	Moore's Tractor & Trailer	3,088.28
55710	336	Maintenance And Repair Services - Equipment	2015-08-13	1160022365	Triad Freightliner	633.20
55710	336	Maintenance And Repair Services - Equipment	2015-08-27	1160022376	NAPA Auto Parts Of Morristown	2,006.05
55710	359	Disposal Fees	2015-08-13	1160022361	Hamblen County-Morristown Solid Waste	79,419.17
55710	412	Diesel Fuel	2015-08-06	1160022352	Fuelman	
55710	412	Diesel Fuel	2015-08-13	1160022358	BP	9,739.41 96.63
55710	425	Gasoline	2015-08-06	1160022352	Fuelman	
55710	425	Gasoline	2015-08-13	1160022358	BP	283.38
55710	433	Lubricants	2015-08-06	1160022355	Southeast Supply	65.15
55710	433	Lubricants	2015-08-13	1160022362	Lubricorp, dba Petrochoice	199.95
55710	446	Small Tools	2015-08-06	1160022354	Snap-On Tools	5,315.88
55710	451	Uniforms	2015-08-13	1160022359	Cintas Corp., Loc. 207	836.25
55710	499	Other Supplies And Materials	2015-08-06	1160022356	Zee Medical, Inc	551.30
55710	499	Other Supplies And Materials	2015-08-20	1160022366	Able Exterminators, Inc	65.26
55710	499	Other Supplies And Materials	2015-08-27	1160022300		70.00
55710	506	Liability Insurance	2015-08-31	1160022378	Scott-Gross Co Inc	112.65
55710	513	Worker's Compensation Insurance	2015-08-31	1160022378	Strate Insurance Group	13,865.00
55710					Strate Insurance Group	15,559.00
00710		Sanitation Management	********	, « , , , , , , , , , , , , , , , , , ,	Total: 23	135,663.55

Total of checks for Solid Waste/Sanitation Fund #(116) 135,663.55

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COMMISSION A JVAL LISTING MONTHLY CHECKS

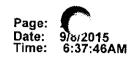


ACCT	<u>OBJ</u>	NAME	DATE	Check Nbr	Description	Amount	t Paid
61000	307	Communication	2015-08-13	1313040265	AT&T		75.42
61000	307	Communication	2015-08-13	1313040270	Comcast Cable		41.56
61000	415	Electricity	2015-08-20	1313040283	Holston Electric Cooperative		39.69
61000	454	Water and Sewer	2015-08-20	1313040286	Morristown Utilities		81.00
61000	506	Liability Insurance	2015-08-31	1313040301	Strate Insurance Group		77.00
61000	599	Other Charges	2015-08-06	1313040252	Big M Janitorial		25.15
61000	599	Other Charges	2015-08-06	1313040259	MUS Fibernet		69.00
61000	599	Other Charges	2015-08-13	1313040266	Big M Janitorial		95.55
61000	599	Other Charges	2015-08-13	1313040273	Lowe's		08.24
61000	599	Other Charges	2015-08-20	1313040277	Able Exterminators, Inc		85.00
61000	599	Other Charges	2015-08-20	1313040282	Elliott Boots		99.95
61000	599	Other Charges	2015-08-20	1313040288	Suntrust Bankcard, NA		19.18
61000		Administration	• • • • • • • • • • • • • • • • • • • •				16.74
62000	312	Contracts With Private Agencies	2015-08-06	1313040257	Lakeway Tree Service	2.0	00.00
62000	312	Contracts With Private Agencies	2015-08-20	1313040284	Lakeway Tree Service	•	00.00
62000	351	Rentals	2015-08-06	1313040250	A-1 Equipment Rental		00.00
62000	351	Rentais	2015-08-27		A-1 Equipment Rental		52.00
62000	404	Asphalt - Hot Mix	2015-08-06	1313040251	Apac Atlantic, Inc		50.00
62000	404	Asphalt - Hot Mix	2015-08-06	1313040253	Duracap Asphalt Paving Co, Inc	, -	98.10
62000	404	Asphalt - Hot Mix	2015-08-06	1313040260	Newport Paving & Ready Mix		34.00
62000	404	Asphalt - Hot Mix	2015-08-06	1313040262			52.24
62000	404	Asphalt - Hot Mix	2015-08-13	1313040275	Newport Paving & Ready Mix		40.40
62000	404	Asphalt - Hot Mix	2015-08-27	1313040294	Apac Atlantic, Inc		22.71
62000	409	Crushed Stone	2015-08-20	1313040291	Vulcan Materials Company		34.22
62000	409	Crushed Stone	2015-08-27		Vulcan Materials Company Vulcan Materials Company		70.21
62000	426	General Construction Materials	2015-08-13	1313040273	Lowe's		73.98
62000	436	Other Road Materials	2015-08-06	1313040261	Power Equipment Company		55.74
62000	436	Other Road Materials	2015-08-27	1313040296	Lane Sales Power Equipment		78.20 59.95
62000	440	Pipe - Metal	2015-08-06	1313040256	Hayes Pipe Supply		
62000	443	Road Signs	2015-08-13	1313040271	G & C Supply Co		32.80
62000	443	Road Signs	2015-08-20		Vulcan Inc D/B/A Vulcan Signs		28.00 10.00
62000	451	Uniforms	2015-08-13	1313040268	Cintas Corp., Loc. 207		
62000		Highway And Bridge Maintenance		1010040200	Cintas Colp., Loc. 207		87.30
				*******	iotai;	19 30,07	79.85
63100	412	Diesel Fuel	2015-08-06	1313040254	Fuelman	3.30	00.80
63100	412	Diesel Fuel	2015-08-13	1313040267	BP		39.35
63100	416	Equipment Parts - Heavy	2015-08-13		A1 Napa Auto Parts (DO NOT USE)		79.66
63100	416	Equipment Parts - Heavy	2015-08-06	1313040263	Worldwide Equip/Volunteervolvo		58.00
63100	416	Equipment Parts - Heavy	2015-08-13	1313040264	A1 Napa Auto Parts (DO NOT USE)		79.66
63100	416	Equipment Parts - Heavy	2015-08-20	1313040292	Worldwide Equip/Volunteervolvo		09.00
63100	416	Equipment Parts - Heavy	2015-08-27	1313040295	Interstate Tractor		63.16
63100	416 7	Equipment Parts - Heavy	2015-08-27	1313040297	NAPA Auto Parts Of Morristown	17	79.66
			September 24	, 2013 • COMMISSI		Return to Regular Calendar	

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COMMISSION AF JVAL LISTING MONTHLY CHECKS



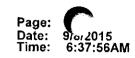
ACCT	OBJ	NAME	DATE	Check Nbr	Description			Amount Paid
63100	416	Equipment Parts - Heavy	2015-08-27	1313040298	Rogers Manufacturing Co, Inc			
63100	425	Gasoline	2015-08-06	1313040254	Fuelman			787.35
63100	425	Gasoline	2015-08-13	1313040267	BP			1,263.51
63100	425	Gasoline	2015-08-13	1313040269				182.30
63100	433	Lubricants	2015-08-13	1313040274	Cocke Farmers Co-Op			58.80
63100	499	Other Supplies And Materials	2015-08-06	1313040258	Lubricorp, dba Petrochoice			5,236.29
63100	499	Other Supplies And Materials	2015-08-13	1313040269	Lynn Malone Wrecker			250.00
63100		Operation And Maintenance Of Equip			Cocke Farmers Co-Op			99.98
		operation And Maintenance Of Equit	ment	********************	******	Total:	15	14,428.20
66000	299	Other Fringe Benefits	2015-08-13	1313040272				
66000	515	Liability Claims	2015-08-13		Hamblen County Government			37.50
66000		•		1313040299	Travelers			1,116.51
00000	•••••	Employee Benefits	*****			Total:	2	1,154.01
						Million III.		•
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Total of checks for Highway/Public Works Fund (#131)

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Fund: 101 General Fund #(101)

COMMISSION AR OVAL LISTING MONTHLY CHECKS



ACCT	<u>OBJ</u>	NAME	DATE		Description	Amount Paid
51100	312	Contracts With Private Agencies	2015-08-13	1010251819	Powell, Joe	125.00
51100	320	Dues And Memberships	2015-08-27	1010251927	TN Co Commissioners Assn	1,800.00
51100	599	Other Charges	2015-08-06	1010251790	Verizon Wireless	49.63
51100	599	Other Charges	2015-08-27	1010251902	Citizen Tribune	177.60
51100		County Commission	****		Total: 4	2,152.23
51300	307	Communication	2015-08-06	1010251790	Verizon Wireless	74.48
51300	307	Communication	2015-08-13	1010251791	AT&T	92.10
51300	307	Communication	2015-08-13	1010251799	Century Link/Business Services	30.58
51300	320	Dues And Memberships	2015-08-20	1010251840	Association Of County Mayors	500.00
51300	320	Dues And Memberships	2015-08-20	1010251880	The University Of Tennessee	100.00
51300	320	Dues And Memberships	2015-08-27	1010251928	TN County Services Association	2,444.00
51300	351	Rentals	2015-08-20	1010251843	Canon Solutions America, Inc	455.74
51300	355	Travel	2015-08-06	1010251739	Brittain, William H	72.85
51300	355	Travel	2015-08-13	1010251808		18.64
51300	599	Other Charges	2015-08-20	1010251878	Suntrust Bankcard, NA	105.01
51300	599	Other Charges	2015-08-27	1010251902	Citizen Tribune	25.00
51300	599	Other Charges	2015-08-27	1010251908	English Mountain Spring Water	20.00
51300	•••••	County Mayor/Executive	*******			3,938.40
51400	331	Legal Services	2015-08-06	1010051770		-
51400	331				O'neil, Parker & Williamson	1,047.92
			2015-08-13	1010251797	Capps, Cantwell, Capps & Byrd	1,500.00
51400		County Attorney		*****	Total: 2	2,547.92
51500	307	Communication	2015-08-13	1010251791	AT&T	18.32
51500	307	Communication	2015-08-13	1010251799	Century Link/Business Services	0.91
51500	334	Maintenance Agreements	2015-08-20	1010251853	Embry, David L	3,400.00
51500	351	Rentals	2015-08-20	1010251843	Canon Solutions America, Inc	278.18
51500	435	Office Supplies	2015-08-20	1010251845	CDW Government, Inc	284.18
51500	435	Office Supplies	2015-08-27	1010251908	English Mountain Spring Water	15.00
51500		Election Commission	****	**********		3,996.59
51600	307	Communication	2015-08-13	1010251799	Century Link/Business Services	1.54
51600	320	Dues And Memberships	2015-08-27	1010251905	County Officials Association	584.00
51600	320	Dues And Memberships	2015-08-27	1010251907	East Tn Register's Association	25.00
51600	320	Dues And Memberships	2015-08-27		Tn Registers Associtation	135.00
51600	435	Office Supplies	2015-08-20	1010251880	The University Of Tennessee	100.00
51600	435	Office Supplies	2015-08-27	1010251903	City Directory, Inc	159.00
51600	435	Office Supplies	2015-08-27	1010251922	State Of Tennessee	280.00
51600	709	Data Processing Equipment	2015-08-27	1010251900	Business Information Systems	1,317.50
51600		Register Of Deeds				2,602.04
51720	307	, Communication			Verizon Wireless	49.63

51720 307 77 Communication

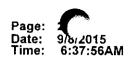
2015-08-06 1010251790 Verizon Wireless September 24, 2015 - Commission Meeting

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COMMISSION AF OVAL LISTING MONTHLY CHECKS



ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51720	307	Communication	2015-08-13	1010251799	Century Link/Business Services	6.42
51720	312	Contracts With Private Agencies	2015-08-27	1010251906		6,737.50
51720	338	Maintenance And Repair Services - Vehicles	2015-08-13	1010251802	Crescent Wash & Lube	8.50
51720	351	Rentals	2015-08-20	1010251843	Canon Solutions America, Inc	278.18
51720	425	Gasoline	2015-08-13	1010251808	Fuelman	94.31
51720	524	In Service/Staff Development	2015-08-06		University Of Tennessee	200.00
51720	524	In Service/Staff Development	2015-08-20	1010251880	The University Of Tennessee	100.00
51720	524	In Service/Staff Development	2015-08-27	1010251924	Tfaca	108.00
51720		Planning	*****			7,582.54
51760	309	Contracts With Government Agencies	2015-08-13	1010251816	Morristown	5,522.41
51760		Geographical Information Systems				
01100		coographical mornation bystems		********************		5,522.41
51810	307	Communication	2015-08-06		Verizon Wireless	251.09
51810	307	Communication	2015-08-13	1010251791		770.95
51810	307	Communication	2015-08-13	1010251792		632.04
51810	307	Communication	2015-08-20	1010251832	Advanced Communications, Inc	3,521.57
518 1 0	307	Communication	2015-08-20	1010251879	Telecom Audit Group LLC	72.82
51810	334	Maintenance Agreements	2015-08-13	1010251829	TN Dept Of Labor & Workforce Development	55.00
51810	334	Maintenance Agreements	2015-08-20	1010251857	Gallaher & Associates Inc	1,115.00
51810	334	Maintenance Agreements	2015-08-20	1010251867		2,130.00
51810	334	Maintenance Agreements	2015-08-20	1010251876	SimplexGrinnell	3,519.25
51810	334	Maintenance Agreements	2015-08-20	1010251886	United Elevator Services LLC	1,580.74
51810	334	Maintenance Agreements	2015-08-27	1010251930	Trane Co	912.00
51810	335	Maintenance And Repair Service - Buildings	2015-08-06		A Plus Sealcoating & Striping	3,675.00
51810	335	Maintenance And Repair Service - Buildings	2015-08-06	1010251738	Bill Waddell Plumbing	155.00
51810	335	Maintenance And Repair Service - Buildings	2015-08-06		Fenco Supply Co	216.87
51810	335	Maintenance And Repair Service - Buildings	2015-08-06	1010251764	Lowe's	232.57
51810	335	Maintenance And Repair Service - Buildings	2015-08-13	1010251813	Lakeway Fire Protection, Inc	710.00
51810	335	Maintenance And Repair Service - Buildings	2015-08-13	1010251830	Trane Co	912.00
51810	335	Maintenance And Repair Service - Buildings	2015-08-27	1010251930	Trane Co	650.00
51810	338	Maintenance And Repair Services - Vehicles	2015-08-13	1010251802	Crescent Wash & Lube	9.99
51810	347	Pest Control	2015-08-20	1010251831	Adrian Hale Pest Control Inc	2,496.00
51810	399	Other Contracted Services	2015-08-27	1010251908	English Mountain Spring Water	23.00
51810	410	Custodial Supplies	2015-08-06	1010251752	G & K Services Inc	109.02
51810	415	Electricity	2015-08-27	1010251915	Morristown Utilities	23,168.22
51810	425	Gasoline	2015-08-13	1010251808	Fuelman	287.69
51810	434	Natural Gas	2015-08-27		Atmos Energy	933.86
51810	•••••	Other Facilities	******			48,139.68
51910	351	Rentals	2015-08-20	1010251843	Canon Solutions America, Inc	278.18
51910	435	Office Supplies	2015-08-06	1010251753	Gaylord Bros	20.57
	7	/8		4 2015 - Commise		n to Berular Colordan

September 24, 2015 - Commission Meeting

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COMMISSION AR OVAL LISTING MONTHLY CHECKS

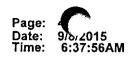


ACCT	OBJ	NAME	DATE	Check Nbr	Description		Amount Paid
51910	•••••	Preservation Of Records	******		Tot	tal:	
							- 258.75
52100	349	Printing, Stationery And Forms	2015-08-27	1010251894	Acme Printing Company, Inc		321.00
52100	355	Travel	2015-08-13	1010251808	Fuelman		8.71
52100		Accounting And Budgeting	*********	******	Tot	al:	
52300	307	Communication	2015-08-13	1010251799	Century Link/Business Services		2.89
52300	425	Gasoline	2015-08-13	1010251808	Fuelman		158.46
52300	435	Office Supplies	2015-08-27	1010251908	English Mountain Spring Water		35.00
52300		Property Assessor's Office			Tot	al:	3 196.35
52310	051						
	351	Rentals	2015-08-20	1010251843	Canon Solutions America, Inc		108.58
52310		Reappraisal Program	**************		Tot	al:	1 108.58
52400	307	Communication					
52400 52400	349	Printing, Stationery And Forms	2015-08-13	1010251799	Century Link/Business Services		0.09
52400 52400	349 349	Printing, Stationery And Forms	2015-08-27	1010251911	Goodwill Indust Of Knoxville		30.00
52400 52400	349 351	Rentals	2015-08-27	1010251917	Presto Services, Inc		1,692.48
52400 52400			2015-08-20	1010251843	Canon Solutions America, Inc		278.18
52400	•••••	County Trustee's Office	********	***********************	Tot	al:	4 2,000.75
52500	307	Communication	2015-08-06	1010251790	Verizon Wireless		48.23
52500	307	Communication	2015-08-13	1010251791			46.23 36.64
52500	307	Communication	2015-08-13		Century Link/Business Services		
52500	320	Dues And Memberships	2015-08-31	1010251937	The University Of Tennessee		8.84 300.00
52500	351	Rentals	2015-08-20	1010251843	Canon Solutions America, Inc		330.00
52500	435	Office Supplies	2015-08-20	1010251870	Oak Ridge Office Supply		1,743.94
52500	435	Office Supplies	2015-08-20		Petty, Penny		40.50
52500	435	Office Supplies	2015-08-27	1010251908	English Mountain Spring Water		30.00
52500		County Clerk's Office			Tot	al. (And the second s
		, ,		*******************************		al, (8 2,538.15
52600	307	Communication	2015-08-13	1010251793	Atkins, Jeff		100.00
52600	312	Contracts With Private Agencies	2015-08-06	1010251772	MUS Fibernet		82.95
52600	312	Contracts With Private Agencies	2015-08-20	1010251868			2,400.00
52600	312	Contracts With Private Agencies	2015-08-27	1010251916	MUS Fibernet		171.27
52600	317	Data Processing Services	2015-08-06	1010251778	Saratoga Technologies Inc		200.00
52600	317	Data Processing Services	2015-08-06	1010251788	Tucker, Robert		191.84
52600	317	Data Processing Services	2015-08-27	1010251916	MUS Fibernet		295.05
52600	317	Data Processing Services	2015-08-27	1010251932	Tucker, Robert		135.00
52600	334	Maintenance Agreements	2015-08-06	1010251741	CDW Government, Inc		1,211.36
52600	709	Data Processing Equipment	2015-08-27	1010251901	CDW Government, Inc		189.47
52600	•••••	Data Processing		***************	Tota	al: '	10 4,976.94
52900	307 ₇₉	9 Communication	2015-08-06 September 24	1, 2019 281790	oX สเ ริญญWireless	F	Return to Regular Calendar 35.37

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COMMISSION AF JVAL LISTING MONTHLY CHECKS



52900 52900 52900 52900 52900 52900 52900 52900	307 307 330 330 335 335 335 351 351	Communication Communication Operating Lease Payments Operating Lease Payments Maintenance And Repair Service - Buildings	2015-08-13 2015-08-13 2015-08-13 2015-08-20	1010251791 1010251799 1010251798	AT&T Century Link/Business Services	226.35 2.79
52900 52900 52900 52900 52900 52900	330 330 335 335 335 335 351	Operating Lease Payments Operating Lease Payments Maintenance And Repair Service - Buildings	2015-08-13 2015-08-20	1010251799 1010251798	Century Link/Business Services	
52900 52900 52900 52900 52900	330 335 335 335 351	Operating Lease Payments Maintenance And Repair Service - Buildings	2015-08-20	1010251798		Z./9
52900 52900 52900 52900	335 335 335 351	Maintenance And Repair Service - Buildings		.0.0201700	CBL & Associates Properties, Inc	5,005.42
52900 52900 52900	335 335 351			1010251890	Waste Industries/102 Tidiwaste	72.99
52900 52900	335 351		2015-08-06	1010251750	Fish Window Cleaning	10.00
52900	351	Maintenance And Repair Service - Buildings	2015-08-20	1010251844	Carpet Care Plus, Inc.	430.00
		Maintenance And Repair Service - Buildings	2015-08-20	1010251855	Fish Window Cleaning	10.00
	351	Rentals	2015-08-20	1010251881	Thermocopy Of Tennessee	69.09
52900		Rentals	2015-08-27	1010251926	Thermocopy Of Tennessee	61.74
52900	435	Office Supplies	2015-08-27	1010251908	English Mountain Spring Water	18.00
52900	••••	Other Finance				5,941.75
53100	307	Communication	2015-08-06	1010251790	Verizon Wireless	59.63
53100	307	Communication	2015-08-13	1010251791	AT&T	54.61
53100	307	Communication	2015-08-13		Century Link/Business Services	19.47
53100	320	Dues And Memberships	2015-08-27	1010251925	The University Of Tennessee	100.00
53100	334	Maintenance Agreements	2015-08-13	1010251826	Saratoga Technologies Inc	100.00
53100	334	Maintenance Agreements	2015-08-27	1010251919	Saratoga Technologies Inc	200.00
53100	349	Printing, Stationery And Forms	2015-08-20	1010251851	County Record Services	2,522.18
53100	351	Rentals	2015-08-20	1010251843	Canon Solutions America, Inc	1,048.90
53100	399	Other Contracted Services	2015-08-06	1010251762	Lindsey, Tommi	780.00
53100	399	Other Contracted Services	2015-08-06	1010251779	Sliger, Dwayne	365.00
53100	435	Office Supplies	2015-08-13	1010251827	Schwaab Inc	111.60
53100	435	Office Supplies	2015-08-20		American Stamp & Marking Prod	25.34
53100	435	Office Supplies	2015-08-27	1010251918	R Chatfield Co, Inc	851.90
53100	•••••	Circuit Court				6,238.63
53300	307	Communication	2015-08-13	1010251791	ΔΤΑΤ	18.32
53300	307	Communication	2015-08-13		Century Link/Business Services	7.48
53300	320	Dues And Memberships	2015-08-20	1010251842	Board Of Professional Responsibility	170.00
53300	355	Travel	2015-08-06	1010251786	TN General Sessions Judges Conference	245.00
53300	399	Other Contracted Services	2015-08-20	1010251843	Canon Solutions America, Inc	84.70
	435	Office Supplies	2015-08-27	1010251908	English Mountain Spring Water	28.00
53300		General Sessions Court		*****		553.50
53330	307	Communication	2015-08-06	1010251790	Verizon Wireless	198.52
53330	307	Communication	2015-08-13	1010251791		198.52
53330	322	Evaluation And Testing			510.00	
53330	334	Maintenance Agreements	2015-08-20	1010251856	Flattware Inc	2,750.00
53330	351	Rentals	2015-08-20	1010251843	Canon Solutions America, Inc	2,750.00 278.18
	425	Gasoline	2015-08-13	1010251808	Fuelman	278.16
53330	435	Office Supplies	2015-08-27	1010251908	English Mountain Spring Water	23.15
		10		4. 2015 - Commiss	- · · •	gular Calendar

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September 24, 2015 - Commission Meeting

Return to Regular Calendar

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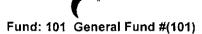


COMMISSION AR OVAL LISTING MONTHLY CHECKS

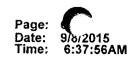


ACCT	OBJ	NAME	DATE	Check Nbr	Description	Am	ount Paid
53330		Drug Court		*********	Total:	7	3,804.56
						•	0,004.00
53400	307	Communication	2015-08-13	1010251791			18.32
53400	307	Communication	2015-08-13	1010251799	Century Link/Business Services		6.69
53400	320	Dues And Memberships	2015-08-20	1010251880	The University Of Tennessee		300.00
53400	334	Maintenance Agreements	2015-08-06	1010251763	Local Government Corporation		9,360.00
53400	351	Rentals	2015-08-20	1010251843	Canon Solutions America, Inc		376.00
53400	435	Office Supplies	2015-08-20	1010251860	Hayter Printing		120.00
53400	435	Office Supplies	2015-08-27	1010251908	English Mountain Spring Water		15.00
53400	711	Furniture And Fixtures	2015-08-20	1010251871	Office Depot		2,239.94
53400	••••	Chancery Court	*****	********	Total:	8	12,435.95
						-	,
53500	307	Communication	2015-08-06	1010251790	Verizon Wireless		41.46
53500	307	Communication	2015-08-13		Century Link/Business Services		2.44
53500	309	Contracts With Government Agencies	2015-08-13	1010251823	Richard L Bean Juvenile Srv		120.00
53500	351	Rentals	2015-08-20	1010251843	Canon Solutions America, Inc		278.18
53500	422	Food Supplies	2015-08-27	1010251908	English Mountain Spring Water		35.00
53500	435	Office Supplies	2015-08-06	1010251781	Softec Inc		3,550.00
53500	524	In Service/Staff Development		1010251863	Medics Llc		75.00
53500		In Service/Staff Development Juvenile Court			Total	7	4,102.08
						1	4,102.00
54110	307	Communication	2015-08-06	1010251790	Verizon Wireless		611.95
54110	307	Communication	2015-08-13	1010251791	AT&T		91.71
54110	307	Communication	2015-08-13		Century Link/Business Services		82.88
54110	307	Communication	2015-08-27	1010251934	Verizon Wireless		1,878.76
54110	336	Maintenance And Repair Services - Equipment	2015-08-06	1010251755	H & H Firearms		42.00
54110	338	Maintenance And Repair Services - Vehicles	2015-08-06	1010251746	Drinnon Auto Repair		809.79
54 1 10	338	Maintenance And Repair Services - Vehicles	2015-08-06	1010251777	Royston Chrysler Dodge Jeep		875.60
54110	338	Maintenance And Repair Services - Vehicles	2015-08-13		Crescent Wash & Lube		631.36
54110	338	Maintenance And Repair Services - Vehicles	2015-08-13	1010251825	Safelite Fulfillment Inc		226.85
54110	338	Maintenance And Repair Services - Vehicles	2015-08-20		Transmission R Us		485.00
54110	338	Maintenance And Repair Services - Vehicles	2015-08-27	1010251914	Morristown Ford		592.58
54110	348	Postal Charges	2015-08-13	1010251807	Federal Express		22.00
54110	351	Rentals	2015-08-20		Canon Solutions America, Inc		458.54
54110	353	Towing Services	2015-08-06	1010251782	Sunset 24 Hour Towing		430.34 65.00
54110	355	Travel	2015-08-13	1010251803	Cribley, David M		69.00
54110	355	Travel	2015-08-13	1010251818	Mullins, Chad A		69.00 69.00
54110	355	Travel	2015-08-20	1010251861	Ingram, Eddie		99.00 99.00
54110	355	Travel	2015-08-20	1010251878			
54110	425	Gasoline	2015-08-20	1010251878	,		1,964.34
54110	431	Law Enforcement Supplies	2015-08-13	1010251884	Fuelman		9,172.50
54110	433	Lubricants	2015-08-20	1010251884	Transunion Risk & Alternative		26.25
54110							92.36
50		Lubricants	September	24, 2015 - Commissi	Royston Chrysler Dodge Jeep	Return to Regular Calendar	111.02

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COMMISSION AF JVAL LISTING MONTHLY CHECKS

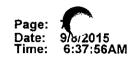


ACCT	<u>OBJ</u>	NAME	DATE	Check Nbr	Description		Amor	unt Paid
54110	433	Lubricants	2015-08-13	1010251802	Crescent Wash & Lube			568.76
54110	435	Office Supplies	2015-08-20	1010251878	Suntrust Bankcard, NA			52.26
54110	450	Tires And Tubes	2015-08-06	1010251775	Porter's Tire Store			1,739.32
54110	450	Tires And Tubes	2015-08-06	1010251777	Royston Chrysler Dodge Jeep			65.95
54110	451	Uniforms	2015-08-06	1010251754	Greene Military & Police			400.00
54110	499	Other Supplies And Materials	2015-08-06	1010251759	Hicks, Mason			50.00
54110	499	Other Supplies And Materials	2015-08-20	1010251878	Suntrust Bankcard, NA			217.68
54110	524	In Service/Staff Development	2015-08-06	1010251785	Tibrs User Group			210.00
54110	599	Other Charges	2015-08-06		Hamblen County Clerk			-41.50
54110	599	Other Charges	2015-08-06	1010251757	Hamblen County Clerk			41.50
54110	599	Other Charges	2015-08-06	1010251768				12.00
54110	599	Other Charges	2015-08-13	1010251809	Hamblen County Clerk			17.50
54110	599	Other Charges	2015-08-13	1010251810	Hamblen County Clerk			24.00
54110	599	Other Charges	2015-08-20	1010251859	Hamblen County Clerk			111.50
54110	599	Other Charges	2015-08-20	1010251866	Morristown Signs, Inc			12.00
54110	599	Other Charges	2015-08-27	1010251908	English Mountain Spring Water			30.00
54110	716	Law Enforcement Equipment	2015-08-20	1010251858	Gall's Inc		4	5,243.00
54110		Sheriff's Department				otal:	C	7,231.46
54160	309	Contracts With Government Agencies	2015-08-20	1010251882	TN Bureau Of Investigation			
54160		Administration Of The Sexual Offender Regis		1010201002				100.00
0,1,00		Administration of the bexuar offender Regis		**********************		otal:	1	100.00
54210	334	Maintenance Agreements	2015-08-20	1010251877	South Western Comm, Inc		4	4,780.00
54210	335	Maintenance And Repair Service - Buildings	2015-08-06	1010251743	City Electric Supply			21.98
54210	335	Maintenance And Repair Service - Buildings	2015-08-06	1010251764	Lowe's			293.89
54210	335	Maintenance And Repair Service - Buildings	2015-08-13	1010251795	Bill Waddell Plumbing			165.00
54210	335	Maintenance And Repair Service - Buildings	2015-08-20		Alcoa Mechanical No. 2		-	1,380.27
54210	335	Maintenance And Repair Service - Buildings	2015-08-20	1010251874	Relief Septic Service			900.00
54210	335	Maintenance And Repair Service - Buildings	2015-08-27		American Detention			91.50
54210	336	Maintenance And Repair Services - Equipment	2015-08-27	1010251913	Large Equipment Inc			284.56
54210	336	Maintenance And Repair Services - Equipment	2015-08-27	1010251933	Valley Proteins, Inc			225.00
54210	340	Medical And Dental Services	2015-08-13	1010251804	Diamond Drugs, Inc			1,745.90
54210	340	Medical And Dental Services	2015-08-13	1010251815	Mobile Images Acquisition LLC			860.00
54210	340	Medical And Dental Services	2015-08-13	1010251821	Recovery Treatment Center			400.00
54210	340	Medical And Dental Services	2015-08-20	1010251849			51	1,771.62
54210	340	Medical And Dental Services	2015-08-20	1010251850	Correctional Risk Services Inc			9,084.26
54210	340	Medical And Dental Services	2015-08-27	1010251904	Correctional Risk Services Inc			2,462.64
54210	351	Rentals	2015-08-20	1010251843	Canon Solutions America, Inc		-	368.60
54210	355	Travel	2015-08-20	1010251878				261.20
54210	410	Custodial Supplies	2015-08-06		Chem Clean Systems LLC			859.85
54210	410	Custodial Supplies	2015-08-06	1010251760	Kelsan Inc		9	3,405.98
54210	410	Custodial Supplies	2015-08-13	1010251800	Chem Clean Systems LLC		L. L	99.98
54210	410 。	Custodial Supplies			Chem Clean Systems LLC			289.96
	8	4	September 24,	2015 - Commiss	ion Meeting		Return to Regular Calendar	200.00

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COMMISSION AF OVAL LISTING MONTHLY CHECKS

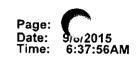


ACCT	OBJ	NAME	DATE	Check Nbr	Description		Amo	unt Paid
54210	410	Custodial Supplies	2015-08-20	1010251890	Waste Industries/102 Tidiwaste			413.54
54210	422	Food Supplies	2015-08-06	1010251751	Flowers Baking Company			2,485.85
54210	422	Food Supplies	2015-08-06		Reinhart Foodservice LLC		2	3,747.20
54210	422	Food Supplies	2015-08-13	1010251820	Prairie Farm Dairy			1,927.70
54210	435	Office Supplies	2015-08-13	1010251811	Hayter Printing			400.00
54210	599	Other Charges	2015-08-13	1010251814	Med Express, Inc			781.55
54210	599	Other Charges	2015-08-27	1010251897	Arcmate Manufacturing Corp			249.02
54210		Jail	*****			Total:	28 11	9,757.05
54250	307	Communication	2015-08-06	1010251790	Verizon Wireless			70.74
54250	307	Communication	2015-08-13	1010251799	Century Link/Business Services			9.40
54250	338	Maintenance And Repair Services - Vehicles	2015-08-13	1010251794	Auto Electric			205.00
54250	425	Gasoline	2015-08-13	1010251808				146.98
54250	435	Office Supplies	2015-08-27	1010251935	Walmart Community BRC			39.97
54250		Work Release Program				Total:	5	472.09
54410	307	Communication	2015-08-06	1010251736	Bell Chris F			50.00
54410	338	Maintenance And Repair Services - Vehicles	2015-08-06		Porter's Tire Store			198.91
54410	338	Maintenance And Repair Services - Vehicles	2015-08-13		Crescent Wash & Lube			17.00
54410	425	Gasoline	2015-08-13	1010251801				72.28
54410	425	Gasoline	2015-08-13	1010251808				457.85
54410	435	Office Supplies	2015-08-20	1010251881				45.00
54410	435	Office Supplies	2015-08-27		Walmart Community BRC			22.81
54410	451	Uniforms	2015-08-20	1010251841	BK Graphics			567.00
54410	506	Liability Insurance	2015-08-06	1010251737				300.00
54410	708	Communication Equipment	2015-08-20		Suntrust Bankcard, NA			174.18
54410	*****	Civil Defense			•	Total:	10	1,905.03
						i otai.		-
54490	790	Other Equipment	2015-08-13	1010251806	Emergency Vehicle Specialists			2,375.00
54490		Other Emergency Management	*****	*******	***************************************	Total:	1	2,375.00
54610	312	Contracts With Private Agencies	2015-08-06	1010251774	Peoples, Jimmy W			120.00
54610	312	Contracts With Private Agencies	2015-08-06	1010251784	Thompson, Claude, JR			400.00
54610	312	Contracts With Private Agencies	2015-08-06		Tom C Thompson, MD			2,083.33
54610	312	Contracts With Private Agencies	2015-08-13	1010251812	Knox County Medical Examiner			4,500.00
54610	312	Contracts With Private Agencies	2015-08-13	1010251817	Morristown-Hamblen EMS			50.00
54610	312	Contracts With Private Agencies	2015-08-27	1010251895	Allen Funeral Home Inc			645.00
54610	399	Other Contracted Services	2015-08-06	1010251745	Davis, Eddie			750.00
54610	435	Office Supplies	2015-08-20	1010251878	Suntrust Bankcard, NA			205.48
54610		County Coroner/Medical Examiner			******	Total:	8	8,753.81
55110	309	Contracts With Government Agencies	2015-08-06	1010251740	Canon Solutions America, Inc			18.66
55110	309 ₈	3 Contracts With Government Agencies	2015-08-06 24	20110251748	ioFnotish Mountain Coffee		Return to Regular Calendar	38.90
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Fund: 101 General Fund #(101)

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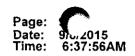


6510 309 Contracts With Government Agencies 2016-08-13 1010221792 Candro Sublicine America. Inc. 18.00 5510 309 Contracts With Government Agencies 2016-08-13 1010221824 Roberts Clearning Company 18.90 5510 309 Contracts With Government Agencies 2016-08-20 1010221832 Arrain Hale Peace 540.00 5510 309 Contracts With Government Agencies 2016-08-20 1010221852 Arrain Action Communications. Inc. 1563.63 5510 309 Contracts With Government Agencies 2016-08-20 1010221854 Arrain Action Communications. Inc. 189.20 5510 309 Contracts With Government Agencies 2016-08-27 1010221867 Murrai Burgar Alarm Co Inc. 82.24 5510 309 Contracts With Government Agencies 2016-08-27 1010221821 Smilemarkers 2,085.55 5510 309 Contracts With Government Agencies 2015-08-06 10102251747 Bage Reviews 2,085.55 5510 355 Travel 2015-08-06 10102251771 Bage Revi	ACCT	<u>OBJ</u>	NAME	DATE	Check Nbr	Description	Amount Paid
309 Contracts With Government Agencies 2015-08-13 1010251796 Century Link/Business Services 60.22 55110 309 Contracts With Government Agencies 2015-08-13 1010251824 Roberts Cleaning Company 1.689.00 55110 309 Contracts With Government Agencies 2015-08-20 1010251824 Adrian Hale Pest Control Inc 540.00 55110 309 Contracts With Government Agencies 2015-08-20 1010251824 Adrian Hale Pest Control Inc 882.4 55110 309 Contracts With Government Agencies 2015-08-27 1010251896 Atmos Energy 57.22 55110 309 Contracts With Government Agencies 2015-08-27 1010251915 Moinstown Ultilies 2.045.00 55110 309 Contracts With Government Agencies 2015-08-27 1010251915 Moinstown Ultilies 2.045.00 55110 309 Contracts With Government Agencies 2015-08-66 101025177 Moinstown Ultilies 2.045.00 55110 309 Contracts With Government Agencies 2015-08-66 10102251778 Hataway,	55110		Contracts With Government Agencies	2015-08-13	1010251791	AT&T	180.01
9610 309 Contracts With Government Agencies 2015-08-13 1010251790 Centry Link/Business Services 602 9510 309 Contracts With Government Agencies 2015-08-20 1010251831 Adrian Hale Pest Control Inc 5400 9510 309 Contracts With Government Agencies 2015-08-20 1010251824 Advanced Communications, Inc 1508 88 95110 309 Contracts With Government Agencies 2015-08-20 1010251864 English Mountain Coffee 882 4 95110 309 Contracts With Government Agencies 2015-08-27 101025190 Gases, Holaton 482 5 95110 309 Contracts With Government Agencies 2015-08-27 1010251915 Mirratown Uitikies 2.085 00 95110 309 Contracts With Government Agencies 2015-08-27 1010251935 Wainratown Uitikies 2.085 00 95110 355 Travel 2015-08-06 1010251735 Hataway, Sharnon N 52 66 95110 355 Travel 2015-08-06 1010251735 Hataway, Sharnon N 52 66 </td <td></td> <td></td> <td>Contracts With Government Agencies</td> <td>2015-08-13</td> <td>1010251796</td> <td>Canon Solutions America. Inc</td> <td></td>			Contracts With Government Agencies	2015-08-13	1010251796	Canon Solutions America. Inc	
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							121.86
2015-08-31 1010251936 Strate Insurance Group 5,295.00						Suntrust Bankcard, NA	121.86
September 24, 2013 - Commission Meeting Return to Regular Calendar	30700	500 84		2015-08-31 September 24	1010251936 , 2015 - Commissi	Strate Insurance Group on Meeting	5,295.00 Return to Regular Calendar

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COMMISSION AR OVAL LISTING MONTHLY CHECKS



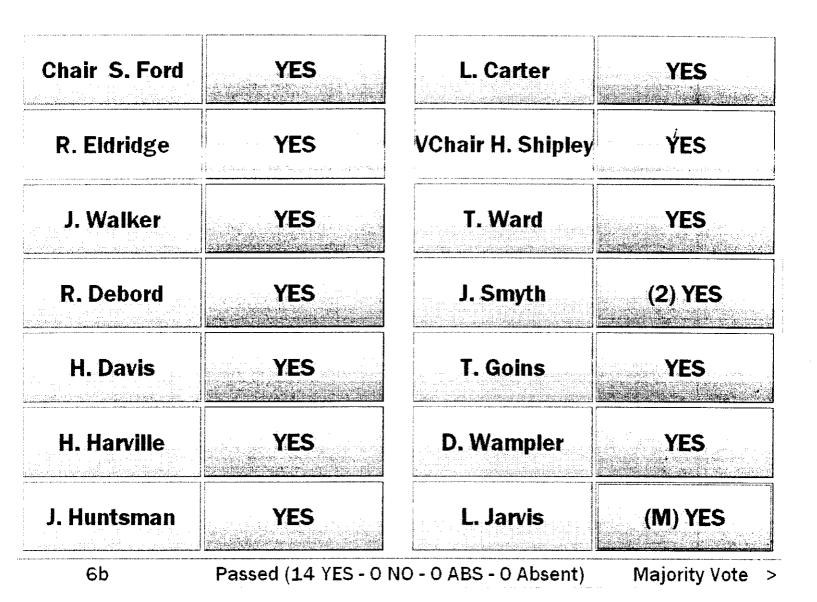
ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Pai
6700	513	Worker's Compensation Insurance	2015-08-31	1010251936	Strate Insurance Group	2,276.0
6700	599	Other Charges	2015-08-06	1010251769	Morristown Tree Service	1,100.0
6700	599	Other Charges	2015-08-27	1010251893	Ace Hardware Of Morristown	40.4
6700	599	Other Charges	2015-08-27	1010251908	English Mountain Spring Water	46.0
6700		Parks And Fair Boards	*****			16,807.7
57100	307	Communication	2015-08-13	1010251799	Century Link/Business Services	6.4
57100	435	Office Supplies	2015-08-20	1010251871	Office Depot	68.0
57100	435	Office Supplies	2015-08-27	1010251910	Gerber, Glenn	765.0
7100	435	Office Supplies	2015-08-27	1010251920	Sherwin Williams	214.0
57100		Agricultural Extension Service				1,053.5
8110	302	Advertising	2015-08-20	1010251860	Hayter Printing	329.0
8110	307	Communication	2015-08-13		Dillard, Jeffrey Wayne	30.0
8110	355	Travel	2015-08-13		Fuelman	23.3
8110	399	Other Contracted Services	2015-08-20	1010251878	Suntrust Bankcard, NA	724.
8110	399	Other Contracted Services	2015-08-20	1010251890	Waste Industries/102 Tidiwaste	450.
58110	499	Other Supplies And Materials	2015-08-06	1010251764		171.:
58110		Tourism	*****			1,727.5
58120	316	Contributions	2015-08-06	1010251766	Morristown Chamber Of Commerce	5,000.0
8120		Industrial Development	***********			5,000.4
8300	307	Communication	2015-08-13	1010251799	Century Link/Business Services	1.1
58300		Veterans' Services			Total: 1	1.2
8600	506	Liability Insurance	2015-08-31	1010251936	Strate Insurance Group	257,772.0
8600	513	Worker's Compensation Insurance	2015-08-31	1010251936	Strate Insurance Group	73,456.5
8600	515	Liability Claims	2015-08-27	1010251912	Howlett Equipment Company	2,791.0
6600	515	Liability Claims	2015-08-27	1010251931	Travelers	1,201.
8600	•••••	Employee Benefits		******************	Total: 4	335,221.
8900	310	Contracts With Other Public Agencies	2015-08-20	1010251852	East TN Development Dist	5,003.5
8900		Miscellaneous				5,003.
1130	304	Architects	2015-08-27	1010251899	Barber McMurry Architects	27,265.0
91130		Public Safety Projects				27,265.0

692,525.70

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2015 HOME GRANT CONTRACT

Motion by Doe Jarvis, seconded by John Smyth to approve the contract for the 2015 Tennessee Housing Development Agency HOME Grant.



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Begin Date		End D)ate		Age	ency Trackir	ng #	Edi	ison ID	
	July 1, 2015		June 30,	2018		31620-0	0299			45150
Grantee Leg	al Entity Name	9						Edi	ison Vendor	ID
Hamble	en County								62-	-6000631
<u> </u>	nt or Contracto		CFDA #14.23	89						
Subreci	ipient 🔄 Con	tractor	Grantee's fis	scal year	' end					
•	etion (one line c Federal Grant	•								•
Funding —	State F	ederal		Interde tmenta		Other	т	DTAL Gi	rant Contrac	t Amount
2014			\$375,000							\$375,000
TOTAL:			\$375,000							\$375,000
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Speed Chart	(optional)	Accou	nt Code (optio	nal)						

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GRANT CONTRACT HM-14-08 BETWEEN THE STATE OF TENNESSEE TENNESSEE HOUSING DEVELOPMENT AGENCY AND Hamblen County

This Grant Contract or Working Agreement, by and between the State of Tennessee, Tennessee Housing Development Agency, hereinafter referred to as the "State" or "THDA" and Hamblen County, hereinafter referred to as the "Grantee," is for creating, maintaining or making more affordable, housing for low and very low income households under the HOME Investment Partnership Program (the "HOME Program"), as further described under "Scope of Services and Deliverables" (the "SCOPE OF SERVICES") below.

The Grantee is a Government Entity.

Grantee Place of Incorporation or Organization is Tennessee.

Grantee Edison Vendor ID # 62-6000631

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables as required, described, and detailed in this Scope of Services section or elsewhere in this Working Agreement.
- A.2. To perform the housing and housing related activities to improve housing conditions for low and very low income persons, as specified in ATTACHMENT A; DESCRIPTION OF ACTIVITIES; ATTACHMENT B: IMPLEMENTATION PLAN; ATTACHMENT C: BUDGET; and if applicable, ATTACHMENT D: OPERATING EXPENSES.
- A.3. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment E, is incorporated in this Working Agreement by this reference.
- A.4. Incorporation of Additional Documents. The following documents are incorporated by this reference in this Working Agreement:
 - a. Title 24 Code of Federal Regulations, Part 92, as amended, the HOME Investment Partnership Program Regulations, (the "Federal HOME Regulations").
 - b. THDA HOME Program Description and Operations Manual (the "THDA HOME Requirements").

In the event of a discrepancy, ambiguity or conflicting requirements regarding the Grantee's duties, responsibilities and performance under this Working Agreement, the more stringent requirement shall apply.

- A.5. To comply with the Project Requirements in 24 CFR 92, Subpart F of the Federal HOME Regulations, as applicable in accordance with the type of project assisted.
- A.6. To maintain records adequate to document compliance with 24 CFR Section 92.508(a)(2)-(7) of the Federal HOME Regulations, along with such other records the State determines necessary to enable the State to fulfill its responsibilities in the HOME Program. All records shall be retained in accordance with the requirements of 24 CFR Section 92.508(c) of the Federal HOME Regulations.

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A.7. To furnish to the State all reports required to be filed in accordance with any directives of the State and within the time period prescribed by the State for such reports.

B. TERM OF GRANT CONTRACT:

- B.1 <u>Grant Term</u>. This Working Agreement shall be effective on July 1, 2015 ("Effective Date") and extend for a period of 36 months after the Effective Date to June 30, 2018 ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.
- B.2. <u>Period of Affordability</u>. The Working Agreement shall remain effective, regardless of the Grant Term specified above, for the period of affordability required under 24 CFR 92.252 or 92.254 of the Federal HOME Regulations, as applicable (the "Affordability Period").

C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed THREE HUNDRED SEVENTY-FIVE THOUSAND and 00/100 DOLLARS (\$375,000) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Grantee under this Working Agreement. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee. If the Grantee is a Community Housing Development Organization ("CHDO"), the administrative line item on Attachment C is further defined in Attachment D: CHDO Operating Expenses.
- C.2. <u>Compensation Firm</u>. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. <u>Payment Methodology</u>. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Working Agreement, the Grantee shall submit invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs.
- C.4. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. <u>Invoice Requirements</u>. The Grantee shall invoice THDA based upon the percentage of completion of construction or based on an approved payment schedule, with all necessary supporting documentation required by the THDA HOME Requirements, and shall submit such to the Tennessee Housing Development Agency via electronic drop box.
- C.6. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Working Agreement shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-items amount(s) detailed. Any change in Grant Budget line-items shall require an amendment of this Grant Contract.
- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Working Agreement end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Working Agreement, the Grantee shall refund the

) difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required shall result in the Grantee being deemed ineligible for reimbursement under this Working Agreement, and the Grantee shall be required to refund any and all payments by the State pursuant to this Working Agreement.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. <u>Indirect Cost</u>. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. <u>Cost Allocation</u>. If any part of the costs to be reimbursed under this Working Agreement are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. <u>Payment of Invoice</u>. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. <u>Non-allowable Costs</u>. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Working Agreement, to constitute non-allowable costs.
- C.12. <u>State's Right to Set Off.</u> The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Working Agreement or any other contract between the Grantee and THDA or the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Working Agreement until the State has received the following documentation properly completed.
 - a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.

b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Working Agreement or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. <u>Required Approvals</u>. The State is not bound by this Working Agreement until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Working Agreement, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. <u>Modification and Amendment</u>. This Working Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the Working Agreement and, depending upon the specifics of the Working Agreement as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. This Working Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services, in compliance with Federal HOME Regulations and the THDA HOME Requirements, completed as of the termination date, but, in no event, shall the State be liable to the Grantee for any service which has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. In the event of disagreement, the Grantee may file a claim with the Tennessee Claims Commission to seek redress.
- D.4. <u>Termination for Cause</u>. If the Grantee fails to properly perform its obligations under this Working Agreement in a timely or proper manner, or if the Grantee violates any terms of this Working Agreement ("Breach Condition"), the State shall have the right to immediately terminate the Working Agreement and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Working Agreement.
- D.5. <u>Subcontracting</u>. The Grantee shall not assign this Working Agreement or enter into a subcontract for any of the services performed under this Working Agreement without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Working Agreement pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. <u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Working Agreement Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Working Agreement. The Grantee acknowledges, understands, and agrees that this Working Agreement shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

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- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Ralph M. Perrey, Executive Director Tennessee Housing Development Agency Andrew Jackson Building, Third Floor 502 Deaderick Street, Nashville, Tennessee 37243 Telephone Number: 615-815-2200 Facsimile Number: 615-564-1292 Email: rperrey@thda.org

The Grantee:

Bill Brittain, County ExecutiveHamblen County511 West 2nd North Street, Morristown, TN 37814Telephone Number:423-586-1931Email:bbrittain@co.hamblen.tn.us

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

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

- D.9. <u>Subject to Funds Availability</u>. This Working Agreement is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Working Agreement upon written notice to the Grantee. The State's right to terminate this Working Agreement due to lack of funds is not a breach of this Working Agreement by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Working Agreement. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. <u>Nondiscrimination</u>. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Working Agreement or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. Reserved.
- D.12. <u>Public Accountability</u>. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Working Agreement involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. <u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Working Agreement shall include the statement, "This project is funded under a Working Agreement with the Tennessee Housing Development Agency through the U.S. Department of Housing and Urban Development." All notices by the Grantee in relation to this Working Agreement shall be approved by the State.
- D.14. <u>Licensure</u>. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. <u>Records</u>. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Working Agreement. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Working Agreement, shall be maintained for a period of five (5) full years from the date of the

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final payment and shall be subject to audit at any reasonable time and upon reasonable notice by THDA, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control -Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

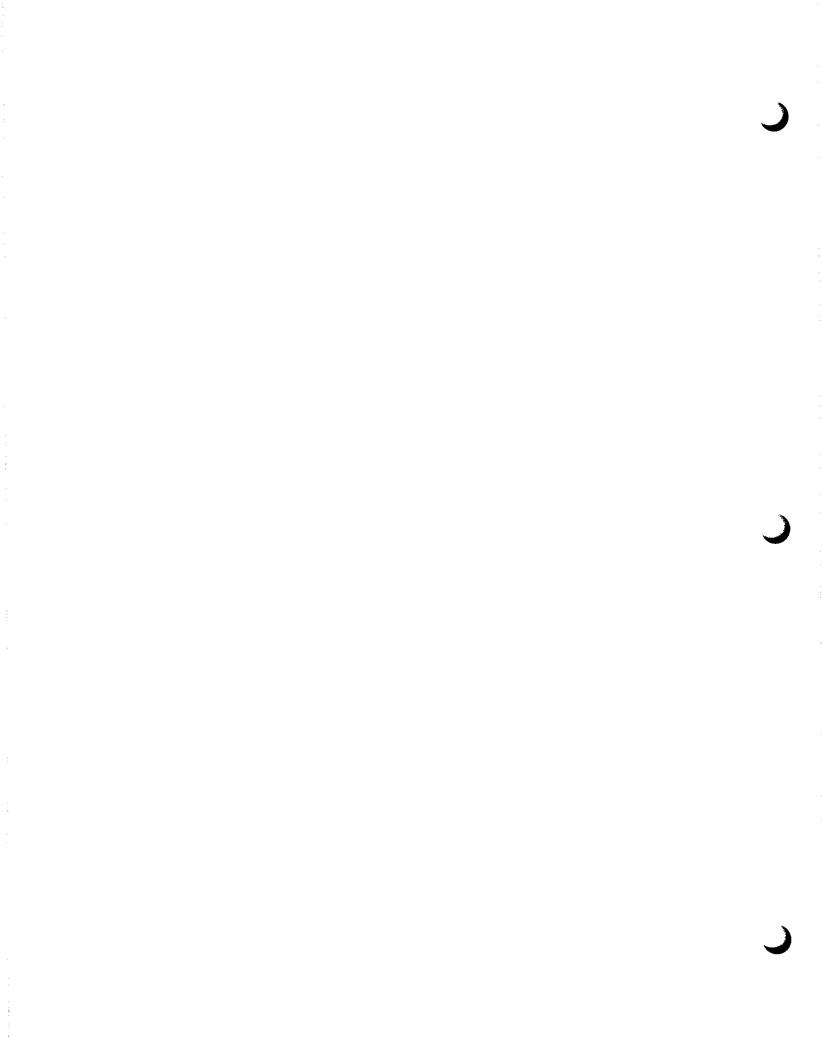
Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of THDA, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. <u>Monitoring</u>. The Grantee's activities conducted and records maintained pursuant to this Working Agreement shall be subject to monitoring and evaluation by the State, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. <u>Reports</u>. The Grantee shall submit all reports with form, substance and deadlines as specified in the Federal HOME Regulations and the THDA HOME Requirements. The Grantee shall submit, within three (3) months of the conclusion of the Term, a HOME Close-out Report to THDA.the
- D.19. <u>Audit Report.</u> When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Working Agreement. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.



D.20. <u>Procurement</u>. If other terms of this Working Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Working Agreement. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—300.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Working Agreement.

- D.21. <u>Strict Performance</u>. Failure by any party to this Working Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Working Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. <u>Independent Contractor</u>. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Working Agreement. The parties acknowledge that they are independent contracting entities and that nothing in this Working Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Working Agreement.

- D.23. <u>State Liability</u>. The State shall have no liability except as specifically provided in this Working Agreement.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Working Agreement. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Working Agreement arising from a Force Majeure Event is not a default under this Working Agreement or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Working Agreement is not a Force Majeure Event under this Working Agreement. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Working

Agreement or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Working Agreement or charge the State any fees other than those provided for in this Working Agreement as the result of a Force Majeure Event.

- D.25. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Working Agreement.
- D.26. <u>No Acquisition of Equipment or Motor Vehicles</u>. This Working Agreement does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Working Agreement.
- D.27. Local, State and Federal Compliance. The Grantee shall comply with all applicable local, state and federal ordinances, laws and regulations in the performance of this Working Agreement.
- D.28. <u>Governing Law</u>. This Working Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Working Agreement. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee, THDA, or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.29. <u>Completeness</u>. This Working Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Working Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.30. <u>Severability</u>. If any terms and conditions of this Working Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Working Agreement are declared severable.
- D.31. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Working Agreement.
- D.32. <u>Hold Harmless</u>. To the extent permitted by law, the Grantee agrees to indemnify and hold harmless THDA as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for THDA to enforce the terms of this Working Agreement.

In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee, through its attorney(s), the right to represent the State of Tennessee in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

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E. SPECIAL TERMS AND CONDITIONS:

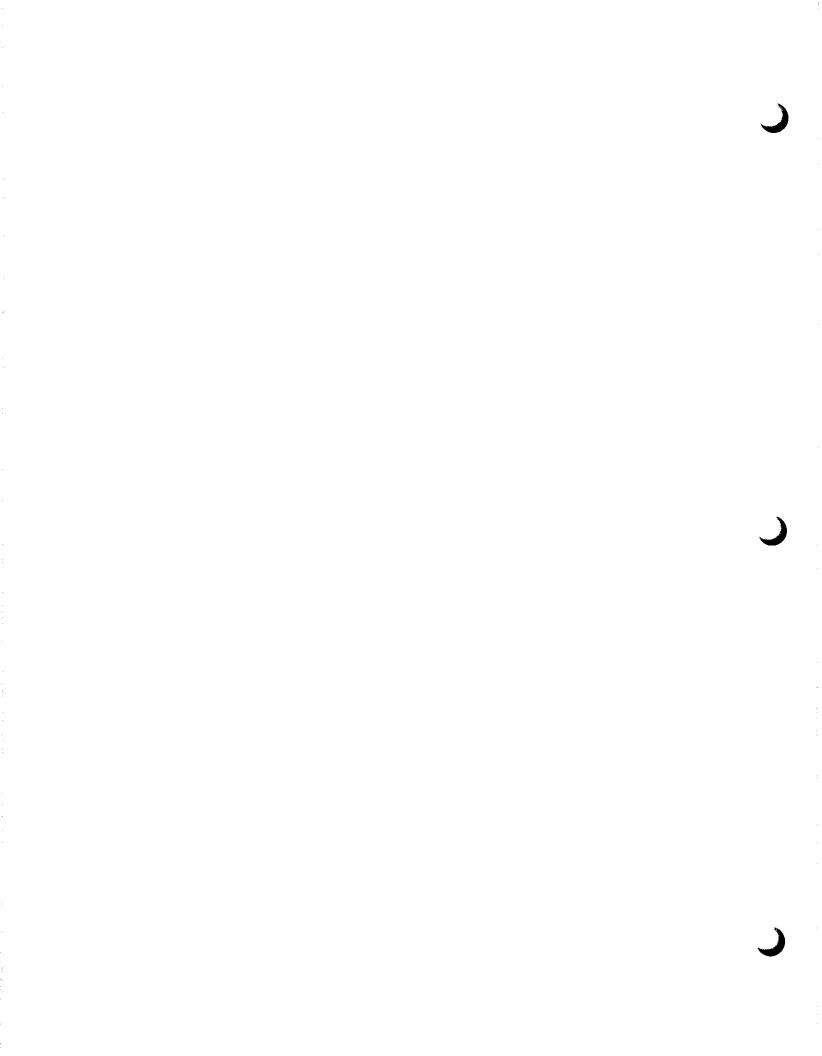
- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. <u>Training</u>. The Grantee shall attend all training sessions as required by THDA. (Consultants may attend and will be considered as fulfilling this requirement).
- E.3. <u>Program Income</u>. The Grantee agrees that any repayment, interest and other return of HOME funds ("program income") shall be returned to THDA.
- E.4. <u>Commitment of Funds</u>. THDA will periodically review the Grantee's progress in committing HOME funds to individual projects. Any Grantee who is unable to draw down funds in a timely manner, as determined by THDA in its sole discretion, may, at THDA's sole discretion and upon thirty (30) days written notice, have all or any portion of its HOME funds reassigned.
- E.5. <u>Home Program Requirements</u>. Under this Grant Contract, Grantee is receiving a grant of HOME Investment Partnership Program funds ("HOME funds"). The Grantee understands these HOME funds are made available through the United States Department of Housing and Urban Development (HUD) and to facilitate the receipt of these HOME funds the Grantee agrees and certifies to comply with all applicable State, THDA and HUD requirements. Without limitation, Grantee specifically agrees and certifies as follows:
 - a. The Grantee will comply with all the requirements of 24 CFR, Part 92, HOME Investment Partnership Program, as amended.
 - b. The Grantee will develop and implement an "Affirmative Marketing Policies and Procedures" acceptable to THDA for HOME-assisted housing containing 5 or more units for a homebuyer project, consisting of actions to provide information and otherwise attract persons from all racial, ethnic and gender groups in the housing market to the available housing. Affirmative marketing procedures adopted must include provisions to satisfy the requirements of 24 CFR 92.351 (a)(2)(i) through (v).
 - c. The Grantee will develop and implement a "Policy and Procedures for Outreach to Minority and Women Business Enterprises" acceptable to THDA.
 - d. The Grantee will comply with all other applicable Federal Requirements including, but not limited to the following sections of 24 CFR, Part 92:
 - 1. Section 92.350 Other Federal Requirements;
 - 2. Section 92.351 Affirmative Marketing; Minority Outreach Program
 - 3. Section 92.352 Environmental Review;
 - 4. Section 92.353 Displacement, Relocation and Acquisition;
 - 5. Section 92.354 Labor;
 - 6. Section 92.355 Lead-Based Paint;
 - 7. Section 92.356 Conflict of Interest;
 - 8. Section 92.357 Executive Order 12372;

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- 9. Section 92.358 Consultant Activities.
- e. The Grantee will certify that it is not primarily a religious organization and will not use its funds to assist a primarily religious organization as provided by 24 CFR 92.257.
- f. The Grantee, as a non-profit organization, will comply with the requirements of OMB Circular No. A-122 and the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13-84.16, 84.21, 84.22, 84.26-84.28, 84.30, 84.31, 84.34-84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72 and 84.73.
- g. Before committing any HOME funds to a project, the Grantee will evaluate the project in accordance with the guidelines provided by THDA for this purpose and will not invest any more HOME funds, in combination with other federal or State assistance, than is necessary to provide affordable housing.
- h. The Grantee will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 92.353.
- i. The Grantee will use HOME funds pursuant to its or the State's Consolidated Plan approved by HUD and all requirements of 24 CFR, Part 92.
- j. The Grantee will require that any housing constructed or rehabilitated meet all applicable local, county and state codes, rehabilitation standards, Uniform Property Condition Standards ("UPCS"), and zoning ordinances at the time of project completion. In the absence of a local code, new construction of single-family units or duplexes must meet the current, State-adopted edition of the International Residential Code for One- and Two-Family Dwellings. The newly constructed units must also meet the accessibility requirements and mitigate disaster impact as applicable per State and local codes, ordinances, etc. In addition, newly constructed units must be Energy Star qualified and certified by an independent Home Energy Rating System (HERS) rater and also meet the requirements of the most current edition of the International Energy Conservation Code. In the absence of a local code, rehabilitation of existing homeowner units must meet the current, State-adopted edition of the International Existing Building Code.

Any HOME-funded unit must also conform to the THDA Minimum Design Standards for New Construction and Rehabilitation of Single-Family Housing Units. THDA must review and approve plans, work write-ups and written cost estimates and determine cost reasonableness for both new construction and rehabilitation prior to putting the project out to bid.

- k. The Grantee will abide by the HOME affordability requirements of 24 CFR 92.252 or 92.254, as applicable. If HOME-assisted housing fails to meet the Affordability Period for the specified period, the Grantee will repay the applicable HOME funds as directed by the State.
- I. The Grantee will provide a means of enforcing compliance with HOME program requirements, including the Affordability Period and affordability requirements specified in 24 CFR 92.252 and 92.254. Enforcement may include liens on real property, deed restrictions, or covenants running with the land.
- m. A Grantee who is also a subrecipient, as defined in 24 CFR 92.2 must, upon the expiration of this Grant Contract, transfer to THDA any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.



- E.6. <u>Drug Free Workplace</u>. The Grantee will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the action that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Grantee's policy of maintaining a drug-free workplace;
 - 3. Any drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the Grant Contract be given a copy of the statement required by Paragraph E.6(a);
 - d. Notifying the employee in the statement required by Paragraph E.6(a) that, as a condition of employment under the Grant Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notifying the State in writing, within ten calendar days after receiving notice under Paragraph E.6(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
 - f. Taking one of the following actions, within thirty calendar days of receiving notice under Paragraph E.6(d)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs E.6(a), (b), (c), (d), (e) and (f).
- E.7. <u>Corrective Action</u>. If HUD orders the State to take any corrective or remedial action as outlined in Section 92.551 that are the result of any action taken by the Grantee, the Grantee will take any action required to prevent a continuation of the deficiency, mitigate to the extent possible, its

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adverse effects or consequences, and prevent its recurrence. These remedies could, among other action, include repaying HOME funds to the HOME Investment Trust Fund.

IN WITNESS WHEREOF,

HAMBLEN COUNTY:

Bill Brittain, County Executive

Date

TENNESSEE HOUSING DEVELOPMENT AGENCY:

Cordee B. Holloway, Director

Community Programs

7-28-15

Date

ATTACHMENT A

TENNESSEE HOUSING DEVELOPMENT AGENCY 2014 HOME PROGRAM DESCRIPTION OF GRANTEE ACTIVITIES

GRANTEE NAME: HAMBLEN COUNTY

I. The activities for the 2014 HOME Project shall consist of the following:

- 1. Use HOME funds to provide grants for the rehabilitation of ten units of owneroccupied housing in Hamblen County.
- 2. The Grantee will conduct third-party energy audits and incorporate energy saving measures into the work write-ups.

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TENNESSEE HOUSING DEVELOPMENT AGENCY 2014 HOME PROGRAM IMPLEMENTATION PLAN FOR HOMEOWNER REHABILITATION PROJECTS

GRANTEE: HAMBLEN COUNTY

I. The time table for completing the activities for the project shall be:

].	ERR submitted to THDA	December 2015
2.	Policies & Procedures adopted	January 2016
3.	Public meeting to explain program	February 2016
4.	Take applications and establish priority list	February 2016
5.	Initial inspection conducted by THDA	March 2016
6.	Work write-up or specifications completed	April 2016
7.	Approval of plans, specifications, work write-up, and cost estimates by THDA	May 2016
8.	Advertise projects for bid	June 2016
9.	Begin rehabilitation of first units	August 2016
10.	THDA progress inspection at mid-point of construction	November 2016
11.	Complete construction in compliance with codes and rehabilitation contract	February 2017
12.	THDA final inspections	March 2017
13.	All required documentation complete and submitted to TH	DA April 2017
14.	Continue down priority list	May 2017
15.	Contract complete	June 2018

September 24, 2015 - Commission Meeting

TENNESSEE HOUSING DEVELOPMENT AGENCY 2014 HOME PROGRAM PROJECT BUDGET

GRANTEE NAME:

HAMBLEN COUNTY

Funding Source	Home Owner Rehabilitation	Rental Rehabilitation	Rental New Construct	Administration	TOTAL
HOME FUNDS	\$ 352,500	\$	\$	\$ 22,500	\$ 375,000
Other Federal Funds	\$	\$	\$	\$	S
Other State Funds	\$	\$	\$	\$	\$
Local Gov't or Agency Fund	\$	\$	\$	\$	\$
Private Lending Funds	\$	\$	\$	\$	\$
Other (define)	\$	\$	\$	\$	\$
TOTAL	\$ 352,500	\$	\$	\$ 22,500	\$ 375,000

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ATTACHMENT E

Federal Award Identification Worksheet

Subrecipient's name (must match registered	Hamblen County		
name in DUNS)	074000007		
Subrecipient's DUNS number	074909227		
Federal Award Identification Number (FAIN)	HM-14-47-0100		
Federal award date	July 1, 2015		
CFDA number and name	14.239		
	HOME Investment Partnership Program		
Grant contract's begin date	July 1, 2015		
Grant contract's end date	June 30, 2018		
Amount of federal funds obligated by this grant	To be determined, but not to exceed		
contract	\$500,000		
Total amount of federal funds obligated to the subrecipient	\$375,000		
Total amount of the federal award to the pass-	\$10,096,577		
through entity (Grantor State Agency)			
Name of federal awarding agency	U. S. Department of Housing and Urban		
	Development		
Name and contact information for the federal	Mary C. Wilson		
awarding official	Director, CPD		
	John J. Duncan Federal Building, Ste 300		
	710 Locust Street, SW		
	Knoxville, TN 37902		
Is the federal award for research and	No		
development?			
Indirect cost rate for the federal award (See 2	N/A State recipients are restricted to third-		
C.F.R. §200.331 for information on type of	party billing by program administrators and		
indirect cost rate)	Non-profit agencies are restricted to		
	program direct costs		
	program direct cosis		



HOME PROGRAM POLICIES AND PROCEDURES FOR

HAMBLEN COUNTY 2014 HOME GRANT

1. PURPOSE

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

2. AUTHORITY

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

3. **PROGRAM RESOURCES**

The source of funds for the undertaking of these activities is a grant in the amount of \$375,000 which <u>Hamblen County 2014 Home Grant</u> has been awarded by Tennessee Housing Development Agency (THDA) through the U.S. Department of Housing and Urban Development Home Investment Partnership Act.

4. APPLICABLE LAWS

- A. The local governing bodies, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.
 - 1. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128 and 24 CFR 92.358).
 - 2. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)(42 U.S.C. 4201-4655), 49 CFR Part 24, and 24 CFR 92.353)
 - 3. Debarment and Suspension provisions as required by 24 CFR Part 24 and 24 CFR 92.357.
 - 4. National Environment Policy Act of 1969 (NEPA), 24 CFR Parts 50 and 58, and 24 CFR 92.352.
 - 5. Equal Opportunity Provisions and Fair Housing, 24 CFR 92.350.
 - 6. Affirmative Marketing, 24 CFR 92.351.

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- 7. Lead-based Paint Poisoning Prevention Act, 24 CFR 92.355.
- 8. Conflict of Interest Provisions, 24 CFR 85.36 or 24 CFR 84.42, as applicable, and 24 CFR 92.356.
- 9. Davis-Bacon Act and Contract Work Hours and Safety Standards Act, and 24 CFR 92.354.
- 10. Intergovernmental Review of Federal Programs, Executive Order 12372 and 24 CFR 92.359.
- 11. Drug-Free Workplace, 24 CFR part 24, subpart F.
- 12. Standard Equal Opportunity Construction Contract Specifications.
- 13. Certification of Non-segregated Facilities for Contracts Over \$10,000.
- 14. Title VI of Civil Rights Act of 1964 Provisions.
- 15. Section 109 of Housing and Community Development Act of 1974 Provisions.
- 16. Section 3 Compliance Provisions.
- 17. Age Discrimination Act of 1975 Provisions.
- 18. Section 504 Affirmative Action for Handicapped Provisions.
- 19. And any other Federal requirements as set forth in 24 CFR Part 92, HOME Investment Partnerships Program

5. DRUG-FREE WORKPLACE

- A. <u>Hamblen County</u> will or will continue to provide a drug-free workplace by
 - 1. Notifying employees in writing that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the action that will be taken against employees for violation of such prohibition.
 - 2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Grantee's policy of maintaining a drug-free workplace;
 - c. Any drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- B. Providing each employee engaged in the performance of the HOME contract a copy of the notification required in paragraph A(1) above;

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- C. The written notification required in paragraph A (1) above will advise the employee that, as a condition of employment under the HOME grant, the employee will:
 - 1. Abide by the terms of the notification; and
 - 2. Notify the employers in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- D. Notifying the State in writing, within ten (10) calendar days after receiving notice under D(2) above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal Agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- E. Taking one of the following actions, within thirty (30) calendar days of receiving notice under D(2) above, with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs A, B, C, D, E and F above.

6. CONFLICT OF INTEREST

- A. No person listed in paragraph B may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- B PERSONS COVERED Immediate family members of any local elected official or of any employee or board member of a non-profit agency are ineligible to receive benefits through the HOME program. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

In addition, the conflict of interest provisions as apply to any person who is an employee, agent, consultant, officer, clected official or appointed official of TIIDA, the local community or the non-profit agency (including CHDOs) receiving HOME funds, and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position to participate in a decision-making process or gain inside information with regard to these activities.

12.4 **APPEARANCE OF A CONFLICT OF INTEREST** - Grantees must also make every effort to avoid the appearance of favoritism in the eligibility determination process. In those cases where the applicant is otherwise eligible, but there exists the appearance of a conflict of interest or the

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appearance of favoritism, the Grantee must complete HO-4A (Determination of a Conflict of Interest) and submit written documentation to THDA that the following procedures have been observed:

- 1. The Grantee must publish an announcement in the local newspaper concerning the potential for a conflict of interest and request citizen comments.
- 2. The Grantee's attorney must render an opinion as to whether or not a conflict of interest exists and that no state or local laws will be violated should the applicant receive HOME assistance.
- 3. The Grantee's elected body must pass a resolution approving the applicant.

APPLICANT ELIGIBILITY

- A. **APPLICANT ELIGIBILITY CRITERIA:** The following criteria must be satisfied by all applicants in order to become eligible for a rehabilitation grant:
 - 1. The applicant must be low or very low income as defined by Section 8 income requirements, i.e., below 80% of area median income.
 - 2. The applicant must have been the resident of the property to be rehabilitated for a period of not less than one year and must occupy the property as his or her principle residence.
 - 3. The applicant's ownership must be in the form of:
 - a. fee simple title; or
 - b. a 99-year leasehold; or

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c. a life estate. The person with the life estate must have the right to live in the housing for the remainder of his or her life and not pay rent, must be low income, and must occupy the housing as his or her principal residence; or

d. inherited property with multiple owners not all residing in the housing. The owneroccupant must be low income, must occupy the house as his or her principal residence, and must pay all the costs associated with ownership and maintenance of the housing.

- 4. The title must not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest.
- 5. The applicant must voluntarily apply for assistance.

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INCOME ELIGIBILITY

- A. ANNUAL INCOME (GROSS INCOME) The State's HOME program uses the income definitions of the Section 8 program to determine the annual income (gross income) used to classify a *household* for purposes of eligibility. Annual income means all amounts, monetary or not, which:
 - 1. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member;

- 2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date. In other words, it is the household's *future or expected* ability to pay rather than its past earnings that is used to determine program eligibility. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period; and
- 3. Which are not specifically excluded in paragraph 6.8 (Income Exclusions) below.
- 4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
- 5. MONTHLY GROSS INCOME Monthly gross income is Annual Gross Income divided by 12 months.
- **B.** ASSETS In general terms, an asset is a cash or non-cash item that can be converted to cash. There is no asset limitation for participation in the HOME program. Income from assets is, however, recognized as part of Annual Gross Income. Assets have both a market value and a cash value.
 - 1. MARKET VALUE The market value of an asset is simply its dollar value on the open market. For example, a stock's market value is the price quoted on a stock exchange on a particular day, and a property's market value is the amount it would sell for on the open market. This may be determined by comparing the property with similar, recently sold properties.
 - 2. CASH VALUE The cash value of an asset is the market value less reasonable expenses required to convert the asset to cash, including:
 - a. Penalties or fees for converting financial holdings. Any penalties, fees, or transaction charges levied when an asset is converted to cash are deducted from the market value to determine its cash value (e.g., penalties charged for premature withdrawal of a certificate of deposit, the transaction fee for converting mutual funds, or broker fees for converting stocks to cash); and/or
 - b. Costs for selling real property. Settlement costs, real estate transaction fees, payment of mortgages/liens against the property, and any legal fees associated with the sale of real property are deducted from the market value to determine equity in the real estate.
 - c. Under Section 8 rules, only the cash value (rather than market value) of an item is counted as an asset.
- C. **INCOME FROM ASSETS** The income counted is the actual income generated by the asset (e.g., interest on a savings or checking account.) The income is counted even if the household elects not to receive it. For example, although a household may elect to reinvest the interest of dividends from an asset, the interest or dividends is still counted as income.
 - 1. The income from assets included in Annual Gross Income is the income that is anticipated to be received during the coming 12 months.
 - a. To obtain the anticipated interest on a savings account, the current account balance can be multiplied by the current interest rate applicable to the account; or

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- b. If the value of the account is not anticipated to change in the near future and interest rates have been stable, a copy of the IRS 1099 form showing past interest earned can be used.
- Checking account balances (as well as savings account balances) are considered c. an asset. This is recognition that some households keep assets in their checking accounts, and is not intended to count monthly income as an asset. Grantees should use the average monthly balance over a 6-month period as the cash value of the checking account.
- 2. When an Asset Produces Little or No Income:
 - If the family's assets are \$5,000 or less, actual income from assets (e.g., interest on a. a checking account) is not counted as annual income. For example, if a family has \$600 in a non-interest bearing checking account, no actual income would be counted because the family has no actual income from assets and the total amount of all assets is less than \$5,000.
 - b, If the family's assets are greater than \$5,000, income from assets is computed as the greater of:
 - i. actual income from assets, or'
 - calculate income from assets based on a passbook rate applied to the cash ii. value of all assets. For example, if a family has \$3,000 in a non-interest bearing checking account and \$5,500 in an interest-bearing savings account, the two amounts are added together. Use the standard passbook rate to determine the annual income from assets for this family.
- 3. Applicants who dispose of assets for less than fair market value (i.e., value on the open market in an "arm's length" transaction) have, in essence, voluntarily reduced their ability to afford housing. Section 8 rules require, therefore, that any asset disposed of for less than fair market value during the 2 years preceding the income determination be counted as if the household still owned the asset.
 - The value to be included as an asset is the difference between the cash value of the a. asset and the amount that was actually received (if any) in the disposition of the asset (less any fees associated with disposal of property, such as a brokerage fee).
 - b. Each applicant must certify whether an asset has been disposed of for less than fair market value. Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce or separation is not included in this calculation.
 - These procedures are followed to eliminate the need for an assets limitation and С, to penalize people who give away assets for the purpose of receiving assistance or paying a lower rent.

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Ð. ASSETS INCLUDE:

- Amounts in savings accounts and six month average balance for checking accounts. 1.
- 2. Stocks, bonds, savings certificates, money market funds and other investment accounts.
- 3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and

 reasonable costs (such as broker fees) that would be incurred in selling the asset. DO NOT INCLUDE EQUITY OF PRINCIPAL RESIDENCE AS AN ASSET FOR HOMEOWNER REHABILITATION PROGRAMS.

- 4. The cash value of trusts that are available to the household.
- 5. IRA, Keogh, and similar retirement savings accounts, even though withdrawal would result in penalty.
- 6. Contributions to company retirement/pension funds that can be withdrawn without retiring or terminating employment.
- 7. Assets which, although owned by more than one person, allow unrestricted access by the applicant.
- 8. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.
- 9. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
- 10. Cash value of life insurance policies.
- 11. Assets disposed of for less than fair market value during two years preceding certification or recertification.

E. ASSETS DO NOT INCLUDE:

- 1. Necessary personal property, except as noted under paragraph 6.5(9) (Assets Include) above
- 2. Interest in Indian Trust lands
- 3. Assets that are part of an active business or farming operation.

<u>NOTE</u>: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the applicant/tenant's main occupation.

- 4. Assets not accessible to the family and which provide no income to the family.
- 5. Vehicles especially equipped for the handicapped.
- 6. Equity in owner-occupied cooperatives and manufactured homes in which the family lives.
- F. **INCOME INCLUSIONS** The following are used to determine the annual income (gross income) of *an applicant's household* for purposes of eligibility:
 - 1. The full amount, before any payroll deductions, of wages and salaries, over-time pay, commissions, fees, tips and bonuses, and other compensation for personal services;
 - 2. The net income for operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a

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business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

- 3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from net family assets or a percentage of the value of such Assets based on the current passbook saving rate, as determined by HUD.
- 4. The full amount of periodic payments received from Social Security, annuitics, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except Supplemental Security Income (SSI) or Social Security).
- 5. Payments in lieu of earnings, such as unemployment, worker's compensation and severance pay (but see paragraph (3) under Income Exclusions).
- 6. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
- 8. All regular pay, special pay and allowances of a member of the Armed Forces. (See paragraph (8) under Income Exclusions).
- G. INCOME EXCLUSIONS The following are excluded from a household's income for purposes of determining eligibility:
 - 1. Income from employment of children (including foster children) under the age of 18 years;
 - 2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family), who are unable to live alone;
 - 3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except for payments in lieu of earnings see paragraph (5) of Income Inclusions).

- 4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- 5. Income of a live-in aide;
- 6. Certain increases in income of a disabled member of the family residing in HOME assisted housing or receiving HOME tenant-based rental assistance (see 6.12 (7) under Determining Whose Income to Count).
- 7. The full amount of student financial assistance paid directly to the student or to the educational institution;
- 8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- 9. a. Amounts received under training programs funded by HUD;
 - b. Amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care etc.) which are made solely to allow participation in a specific program;
 - d. Amount received under a resident's service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner or manager on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination and serving as a member of the governing board. No resident may receive more than one such stipend during the same period of time.
 - e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded must be received under employment training programs with clearly defined goals and objectives, are excluded only for the period during which the family member participates in the employment training program.
- 10. Temporary, nonrecurring or sporadic income (including gifts);
- 11. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi cra;
- 12. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- 13. Adoption assistance payments in excess of \$480 per adopted child;
- 14. For public housing only, the earnings and benefits to any family member resulting from participation in a program providing employment training and supportive services in

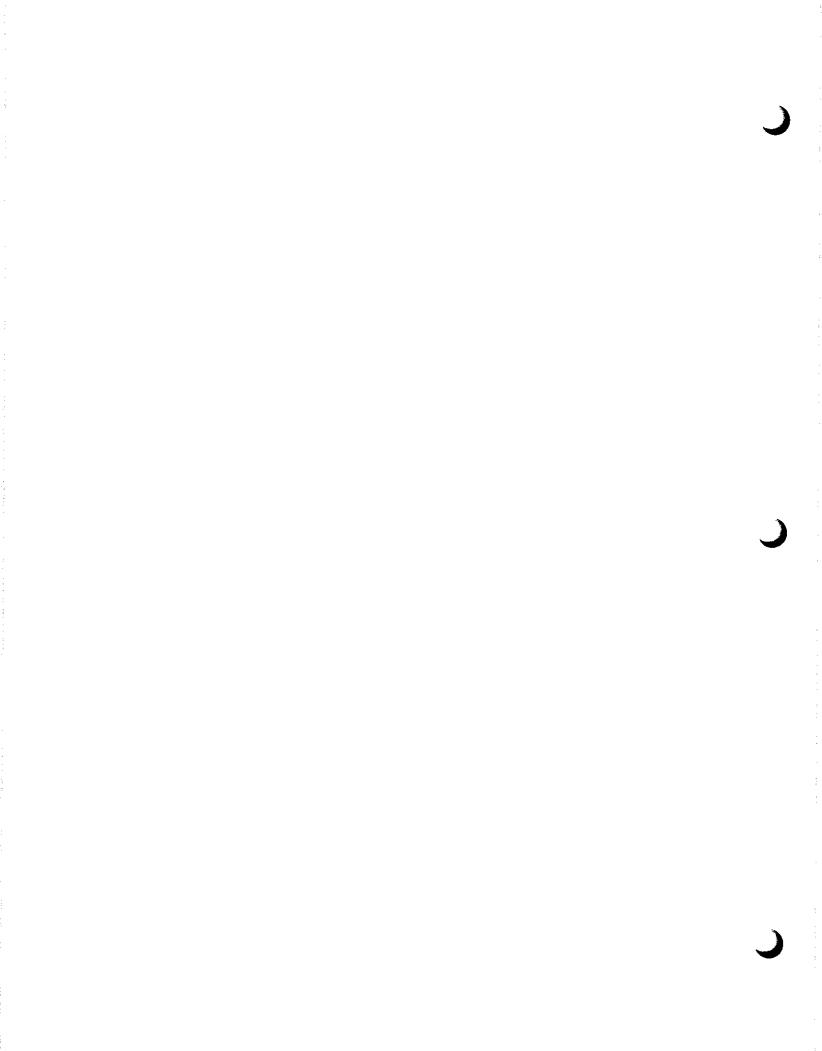
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accordance with the Family Support Act of 1988, Section 22 of the 1937 Act, or any comparable federal, state or local law during the exclusion period.

- 15. Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
- 16. Amounts received by the family in the form of refunds or rebates under state or local law from property taxes paid on the dwelling unit.
- 17. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
- 18. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions apply.
 - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
 - Payments to voluntcers under the Domestic Volunteer Service Act of 1973 (employment through VISTA; Retired Senior Volunteer Program, Foster Grandparents Program, youthful offenders incarceration alternatives, senior companions);
 - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a));
 - d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 259e);
 - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act;
 - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
 - h. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117)
 - i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
 - j. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f)).
 - k. Any earned income tax credit refund payments received on or after January I, 1991, including advanced earned income credit payments;

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- 1. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other funds established pursuant to the settlement in the In Re Agent Orange product liability litigation MDL No. 381 (E.D.N.Y.)
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- n. Payments received under the Maine Indian Claims Settlement Act of 1980.
- H. **TIMING OF INCOME CERTIFICATIONS** All households that receive HOME assistance must be income eligible. Income must be verified before rehabilitation assistance begins.
 - 1. Application processing is labor intensive. Early screening for income eligibility can eliminate excessive work in processing an ineligible applicant.
 - 2. Establishing a deadline for formal eligibility determinations is a challenging part of the planning process. Generally, the HOME Program permits verification dated no earlier than 6 months prior to providing assistance
 - 3. The Grantee must calculate the annual income of the household by projecting the prevailing rate of income of the family at the time the Grantee determines that the family is income eligible. The Grantee is not required to re-examine the family's income at the time the HOME assistance is committed to the household, unless more than six months has elapsed since the Grantee determined that the family qualified as income eligible. If more than six months elapses before assistance is provided, eligibility must be re-determined.
 - a. For homeowner rehabilitation projects, the date assistance is provided is the date of the rehabilitation contract.
 - b. For homeownership programs, the income eligibility of the families is timed as follows:
 - i. In the case of a contract to purchase existing housing, it is the date of the purchase;
 - ii. In the case of a lease-purchase agreement for existing housing or for housing to be constructed, it is the date the lease-purchase agreement is signed; and
 - iii. In the case of a contract to purchase housing to be constructed, it is the date the contract is signed.
- I. INCOME VERIFICATION Grantees must verify and retain documentation of two (2) months of income information for each person in the household to determine the household's income. Under the Section 8 Program, there are three forms of verification which are acceptable: third-party, review of documents, and applicant certification.
 - 1. <u>THIRD-PARTY VERIFICATION</u> Under this form of verification, a third party (e.g., employer, Social Security Administration, or public assistance agency) is contacted to provide information. Although written requests and responses are generally preferred, conversations with a third party are acceptable if documented through a memorandum to the file that notes the contact person and date of the call.



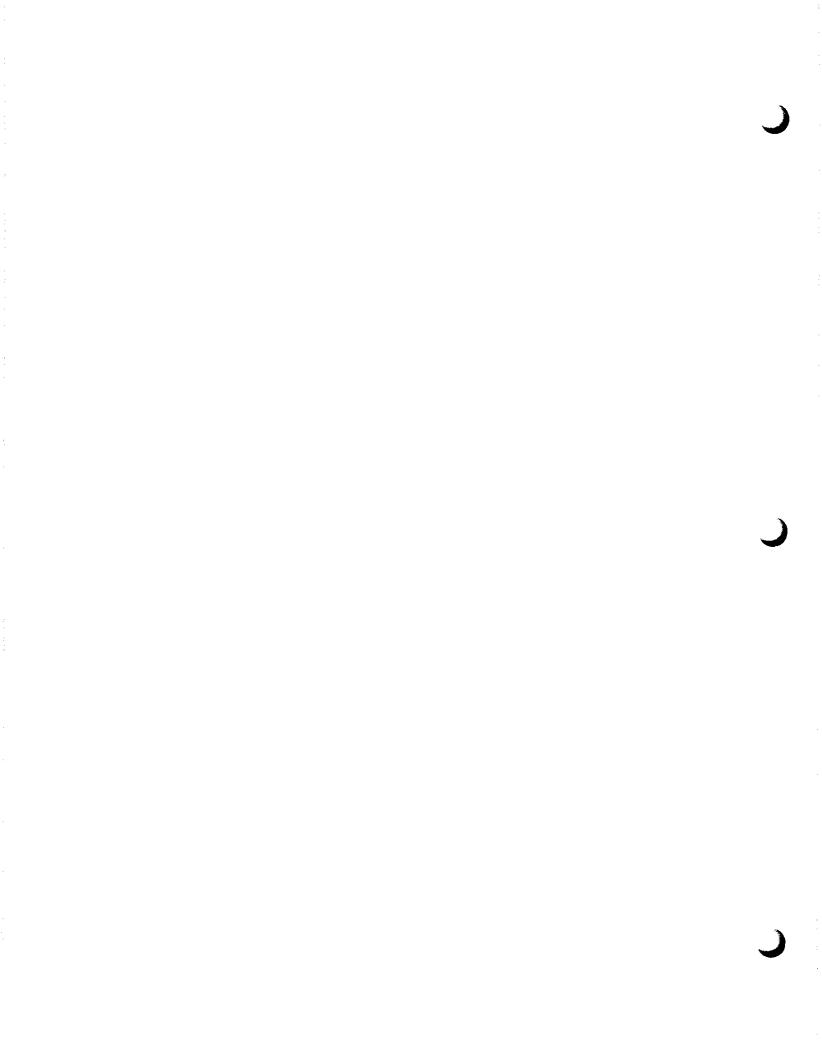
- a. To conduct third-party verifications, a Grantee must obtain a written release from the household that authorizes the third party to release required information.
- b. Third-party verifications are helpful because they provide independent verification of information and permit Grantees to determine if any changes to current circumstances are anticipated. Some third-party providers may, however, be unwilling or unable to provide the needed information in a timely manner.
- 2. <u>REVIEW OF DOCUMENTS</u> Documents provided by the applicant (such as pay stubs, IRS returns, etc.) may be most appropriate for certain types of income and can be used as an alternative to third-party verifications. Copies of documents should be retained in project files.

Grantees should be aware that although easier to obtain than third-party verifications, a review of documents often does not provide needed information. For instance, a pay stub may not provide sufficient information about average number of hours worked, overtime, tips and bonuses.

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

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

- J. CALCULATION METHODOLOGIES Grantees must establish methodologies that treat all households consistently and avoid confusion.
 - 1. It is important to understand the basis on which applicants are paid (hourly, weekly or monthly, and with or without overtime). An applicant who is paid "twice a month" may actually be paid either twice a month (24 times a year) or every two weeks (26 times a year).
 - 2. It is important to clarify whether overtime is sporadic or a predictable component of an applicant's income.
 - 3. Annual salaries are counted as Annual Income regardless of the payment method. For instance a teacher receives an annual salary whether paid on a 9- or 12-month period.
- K. **DETERMINING WHOSE INCOME TO COUNT** Knowing whose income to count is as important as knowing which income to count. Under the Section 8 definition of income, the following income *is not counted*:
 - 1. <u>INCOME OF LIVE-IN AIDES</u> If a household includes a paid live-in aide (whether paid by the family or a social service program), the income of the live-in aide, regardless of its source, is not counted. (Except under unusual circumstances, a related person can never be considered a live-in aide);
 - 2. <u>INCOME ATTRIBUTABLE TO THE CARE OF FOSTER CHILDREN</u> Foster children are not counted as family members when determining family size to compare with the



Income Limits. Thus, the income a household receives for the care of foster children is not included; and

- 3. <u>EARNED INCOME OF MINORS</u> Earned income of minors (age 18 and under) is not counted. However, unearned income attributable to a minor (e.g., child support, AFDC payments, and other benefits paid on behalf of a minor) is counted.
- 4 <u>TEMPORARILY ABSENT FAMILY MEMBERS</u> The income of temporarily absent family members is counted in Annual Income - regardless of the amount the absent family member contributes to the household. For example, a construction worker earns \$600/week at a temporary job on the other side of the state. He keeps \$200/week for expenses and sends \$400/week home to his family. The entire \$600/week is counted in the family's income;
- 5. <u>ADULT STUDENTS LIVING AWAY FROM HOME</u> If the adult student is counted as a member of the household in determining the Income Limit used for eligibility of the family, the student's income must be counted in the family's income. Note, however, that the \$480 limit does not apply to a student who is head of household or spouse (their full income must be counted); and
- 6. <u>PERMANENTLY ABSENT FAMILY MEMBER</u> If a family member is permanently absent from the household (e.g., a spouse who is in a nursing home), the head of household has the choice of either counting that person as a member of the household, and including income attributable to that person as household income, or specifying that the person is no longer a member of the household.
- 7. <u>PERSONS WITH DISABILITES</u> During the annual recertification of a family's income, increases in the income of a disabled member of qualified families residing in HOME assisted housing or receiving HOME tenant- based rental assistance is excluded. 24 CFR 5.61(a) outlines the eligible increases in income. These exclusions from annual income are of limited duration. The full amount of increase to an eligible family's annual income is excluded for the cumulative 12-month period beginning on the date the disabled family member is first employed or the family first experiences an increase in annual income attributable to the employment. During the second cumulative 12-month period, 50 percent of the increase in income is excluded. The disallowance of increased income of an individual family member who is a person with disabilities is limited to a lifetime 48-month period.

9 ELIGIBILITY REQUIREMENTS OF PROPERTY TO BE REHABILITATED

- A. **DEFINITIONS** The following are definitions of the various terms used with respect to eligibility requirements of the property to be rehabilitated.
 - 1. <u>DWELLING UNIT</u> A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
 - 2. <u>SINGLE FAMILY</u> A housing unit consisting of living, sleeping, bathing, and food preparation designed for single-family use, although more than one family may be residing therein, if every occupant has access to all areas within the building envelope.



3. <u>SUBSTANDARD</u> - A housing unit failing to meet all applicable codes, rehabilitation standards ordinances, and zoning ordinances as set forth by the Community, UPCS as defined by HUD, or as defined by the HOME application.

B. ELIGIBILITY CRITERIA

- 1. The minimum HOME expenditure per unit must exceed \$1,000.
- 2. The dwelling must be located within the designated area as outlined in the application.
- 3. The dwelling unit must be classified as substandard, based on a written, detailed inspection report by a qualified inspector.
- 4. The dwelling unit must not lie within a 100-year floodplain.

10. RATING SYSTEM FOR RANKING OF APPLICANTS

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

FAMILY SIZE	80% INCOME LIMIT	
1	\$ 26,250	
2	\$ 30,000	
3	\$ 33,750	
4	\$ 37,500	
5	\$ 40,500	
6	\$ 43,500	
7	\$ 46,500	
8	\$ 49,500	

1. INCOME/FAMILY SIZE

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

If 80% to 99% less

If 60% to 79% less

Add 70 points Add 60 points

¹ Annual Income Limit Figures available from HUD/TIIDA

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If 40% to 59% less	Add 50 points
If less than 39%	Add 20 points

2. NUMBER IN HOUSEHOLD

1 Person Household	5 Points
2 Person Household	10 Points
3 Person Household	20 Points
4 Person Household	25 Points
5 Person Household	30 Points
6 Person Household	35 Points
7 Person Household	40 Points
8 Person Household	45 Points

3. NUMBER OF ELDERLY

10 Points per person

10 Points

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

4. NUMBER OF HANDICAPPED/DISABLED 10 Points per person

Household member receiving disability benefits from Social Security, a pension program, life insurance program, or a total or partial physical impairment which renders the person unable to work. Where there exists reasonable question, a doctor's certification will be used.

5. HEAD OF HOUSEHOLD

This is a single head of household (male or female) with children under 18, or a dependent with severe developmental disabilities or severe dementia. This does not apply to a widow/widower living alone.

6. NUMBER OF PERSONS 18 OR YOUNGER 10 Points per person

7. CONDITION OF THE DWELLING STRUCTURE

Standard DwellingNo PointsSubstandard Dwelling15 to 29 PointsDilapidated Structure30 to 50 PointsStructures beyond repairNo Points

11. TERMS, CONDITIONS AND CONSIDERATIONS FOR GRANTS

A. **DETERMINATION OF THE AMOUNT OF THE GRANT** - The amount of a rehabilitation grant that an applicant may receive will not exceed:



- 1. The actual and approved cost of the repairs and improvements necessary to make the dwelling conform to the housing standards adopted by the Grantee and THDA.
- 2. The amount and structure of the grant must be consistent with the application submitted to THDA.
- 3. When the applicant is furnishing supplementary funds from other sources, evidence that actual funds are available will consist of verification and documentation by the Grantee that the applicant has deposited the required amount in the appropriate escrow account. Such deposit must be made before the grant application and any construction work can begin.
- **B. STRUCTURE OF FINANCIAL ASSISTANCE -** HOME funds are used to make forgivable grants to property owners to cover the full cost of the needed rehabilitation work.
 - 1. To prevent homeowners from simply selling the property and profiting from the HOME funded improvements, the owners must repay the program if they sell the property within the compliance period. Part of the owner's obligation is forgiven each year they live in the rehabilitated unit.
 - 2. Repayment of the rehabilitation grant over a five year affordability period shall be based on a twenty percent (20%) reduction of the amount to be repaid per year, according to the following schedule:

0 - 12 months	100% Repayment	
After one year	80% Repayment	
After two years	60% Repayment	
After three years	40% Repayment	
After four years	20% Repayment	
After five years	0% Repayment	

- 3. The property owner must sign a Grant Note and a Deed of Trust. The Deed of Trust secures the Grant Note by placing a lien against the property and is activated if the owner attempts to sell within the compliance period.
 - a. If ownership of the property is in the form of a life estate, the owners of the property as well as the person with the life estate must sign the Grant Note and the Deed of Trust.
 - b. If the property has been inherited by multiple owners not of whom reside in the property, all of the owners must sign the Grant Note and Deed of Trust.
 - Grantees and administrators should consult their agency or community general counsel if there are questions.
- 4. In cases of death, THDA does not require repayment as long as the ownership of the property passes to the heirs. The heirs may occupy the unit, rent it or let it sit empty, without triggering the repayment clause. However, if the heirs sell the property, or if the property is sold with monetary gain by any actions of a court to settle outstanding claims or settle the estate, the grant must be repaid to THDA, less any forgivable portion.
- C. OTHER GRANT CONDITIONS Specific terms and conditions are incorporated in the grant application and the contract documents. The applicant agrees to:

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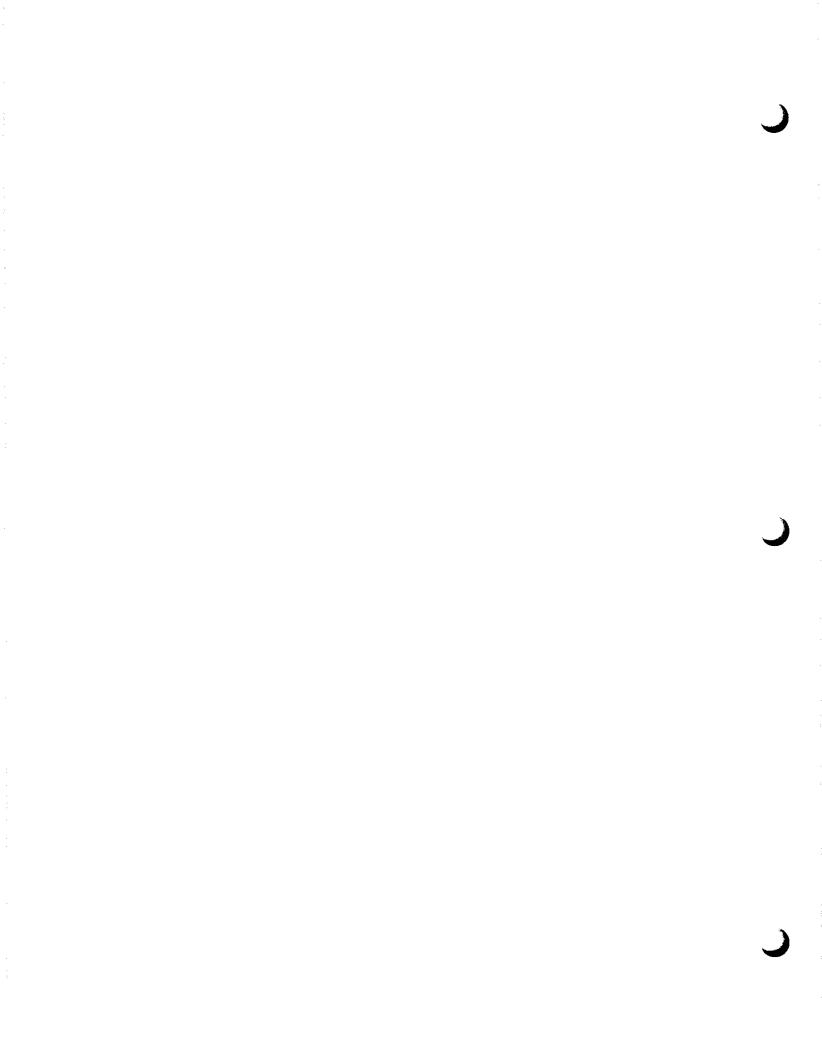
- 1. Allow inspection by the Grantee and/or THDA of the property whenever the Grantee and/or THDA determines that such inspection is necessary.
- 2. Furnish complete, truthful and proper information as needed to determine eligibility for receipt of grant money.
- 3. Permit the contractor to use, at no cost, reasonable existing utilities such as gas, water and electricity which are necessary to the performance and completion of the work.
- 4. Cooperate fully with the Grantee and the contractor to insure that the rehabilitation work will be carried out in a timely manner. Provide a safe, secure, and non-hostile environment.

12. ELIGIBLE REHABILITATION ACTIVITIES

- A. **INTRODUCTION** A rehabilitation grant may be made only to cover the cost of rehabilitation necessary to make a dwelling unit conform to the UPCS and applicable code adopted by the jurisdiction in which the property is located and consistent with the application submitted to THDA.
- **B. HOUSING REHABILITATION COSTS AND LEAD-BASED PAINT** The maximum HOME subsidy per unit is established by HUD and cannot be exceeded.
 - 1. If a unit to be rehabilitated was built after 1978, the rehabilitation costs are capped by the HOME subsidy limits.
 - 2. All units built prior to 1978 require a risk assessment by a qualified lead inspector. If the risk assessment of a pre-1978 unit discloses no lead, then the cap for rehabilitation costs is \$40,000.
 - 3. If the risk assessment for a pre-1978 unit reveals the presence of lead-based paint and the estimated rehabilitation costs are less than \$25,000, the standard treatments will apply and the maximum HOME subsidy for rehabilitation is limited to \$25,000.
 - 4. If the risk assessment for a pre-1978 unit reveals the presence of lead-based paint and the estimated rehabilitation costs exceed \$25,000, then abatement using a qualified abatement contractor will be required to provide assistance up to \$40,000 for rehabilitation hard costs. Lead-based paint costs would be paid as project soft costs up to the HOME subsidy limits. The Grantee must have pre-approval by THDA staff before proceeding with abatement.

C. ELIGIBLE COSTS

- 1. **EXISTING CODE VIOLATIONS** Costs which can be included in rehabilitation grants are the costs of correcting existing housing code violations which have been determined by a qualified project inspector and formalized in an individualized housing report.
- 2. INCIPIENT CODE VIOLATIONS An incipient violation exists if at the time of inspection an element in the structure which, due to age, deterioration, wear, or normal usage will deteriorate within the life of the grant period and thus become a code violation. Costs to correct these potential violations are eligible costs.
- 3. **PERMITS AND FEES** Rehabilitation funds may be used to cover the cost of building permits and related fees required to carry out the proposed rehabilitation work. However, since the rehabilitation contract documents will require the contractor to pay them, these



costs ordinarily would be included in the contract amount. Recording and filing fees are eligible costs.

- 4. EQUIPMENT Rehabilitation funds may provide for the repair or purchase and installation of certain basic equipment necessary for the maintenance of the household in a safe, decent, sanitary condition, and in good repair. These include such items as a furnace, water heater, electrical and sanitary fixtures, kitchen range, refrigerator, cabinets and sinks. Purchase and installation is acceptable if there is no such equipment in the dwelling or if the existing equipment is unsafe, unsanitary or non-functional. There is a \$1,000 maximum expenditure (including taxes and delivery) for a kitchen range, and a \$1,000 maximum expenditure (including taxes and delivery) for a refrigerator. These appliances must be Energy-Star rated where available.
- 5. HANDICAPPED Special alterations or costs related to making the dwelling more convenient or accessible for physically challenged persons are eligible costs. All work performed in these units must comply with all applicable codes as well as all Federal and State regulations.
- 6. **LEAD-BASED PAINT** All costs associated with the reduction of lead-based paint hazards must comply with 24 CFR 92.355.
- 7. **DEMOLITION OF EXISTING STRUCTURES AND UTILITY CONNECTIONS** All costs related to the demolition of existing structures and to provide utility connections are to comply with 24 CFR 92.206(a)(3). Demolition is only eligible if it is a part of a HOME project such as reconstruction or removal of an unsafe addition or out building.
- 8.
- 9. **EXTERIOR PAINTING** Exterior painting is an eligible cost when it is necessary to maintain a weatherproof exterior on the dwelling.
- 10. **GUTTERS** Gutters are an eligible cost when rehabilitating the exterior of a unit or when reconstructing a unit.
- 11. **OTHER COSTS** Rehabilitation costs not specifically required by the housing rehabilitation standards found necessary to be decent, safe, sanitary, and in good repair-for the general welfare of the occupants of the structure may be considered for eligibility, with prior consent of the Grantee's governing body and THDA, as well as any other cost as outlined in 24 CFR 92.206.

C. INELIGIBLE COSTS

- 1. Renovation of dilapidated out buildings.
- 2. Appliances not required by code standards.
- 3. Materials, fixtures, equipment, or landscaping of type or quality that exceeds that customarily used in the locality for properties of the same general type as the property to be rehabilitated.
- 4. All items outlined in 24 CFR 92.214.
- D.

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13. HOUSING REHABILITATION SPECIFICATIONS

- A. **INTRODUCTION** This section sets forth the responsibilities of the Grantee for determining the rehabilitation work necessary to bring a dwelling into conformance with the UPCS and applicable code adopted by the State, county or city and with the objective of the program as proposed in the application submitted to THDA. The Grantee will:
 - 1. Inspect the property and prepare an inspection list noting UPCS and code deficiencies.
 - 2. Conduct lead-based paint testing/risk assessment to identify lead-based paint hazards.
 - 3. Consult with and advise the owner of the work to be done and the availability of a rehabilitation grant.
 - 4. Prepare a work write-up and cost estimate as a basis for rehabilitation grant and for the bid process in contracting for rehabilitation work and lead-paint hazard reduction activities.
- B. PROPERTY INSPECTION AND SPECIFICATIONS CHECKLIST The Grantee will have the property inspected and have a report prepared that identifies each deficiency with respect to the UPCS and applicable code adopted by the Community and the lead-based paint hazard reduction activities required by the testing/risk assessment. The homeowner will also list other deficiencies and request for repairs which may be eligible for correction through the rehabilitation grant. This Initial Inspection will provide a proper basis for the preparation of the work write-up, cost estimate and contract specifications.
- C. WORK WRITE-UP AND COST ESTIMATE The work write-up and cost estimate is a statement based on the initial inspection and lead-based paint testing/risk assessment. It itemizes separately all the rehabilitation work and the lead hazard reduction activities to be done on the dwelling and includes an estimate of the cost of each item. The cost estimate will be reasonable, reflect prevailing labor and material costs, and reflect a reasonable profit & overhead costs for the contractor. The work write-up and estimate must be reviewed and approved by THDA before presenting it to the homeowner/ applicant.
 - 1. <u>DUAL-USE OF WORK WRITE-UP</u> The write-up will be detailed and specific in style. Each item will be identified as correcting a UPCS and code violation, meeting a code requirement, reducing lead-based paint hazards, or as an eligible cost under the grant. This same write-up without the cost estimate will serve as part of the scope of work and specifications for the construction contract documents.
 - 2. <u>ITEMIZING COSTS</u> Each item, definable feature of work and its estimated cost will be identified in the work write-up as either correcting a UPCS and code violation, meeting a code requirement, reducing lead-based paint hazards, or eligible under the grant. This will be done on the work write-up by entering the cost estimates in a columnar arrangement.
 - 3. <u>OWNER PREFERENCE</u> A work write-up need not contain details that have no significant effect on cost. The term "to be selected by owner" may be used appropriately.
- **D. CONSULTATION WITH HOMEOWNER/APPLICANT** The Grantee will consult with the prospective applicant on the work write-up and cost estimate. The Grantee will advise the applicant that only work that is directed toward correcting a UPCS and code violation, meeting a code requirement, or that is an eligible activity can be funded by the grant. The homeowner must understand that "cosmetic improvements" are not eligible for funding. The final work write-up (without costs) will be used by contractors for determining their bids and incorporated into the

 rehabilitation contract documents which the homeowner and contractor will sign. The homeowner should initial each page and sign the last page of the write-up.

- E. CLEARLY WRITTEN SPECIFICATIONS The work write-up will be written so that it provides a clear detailed understanding of the nature and scope of the work to be done and a basis for carefully determined bids and proposals from contractors. The homeowner shall have a clear understanding of the nature and scope of the work to be done and any limitations that may exist.
 - 1. Each specification will show the nature and location of the work and the quantity and type of material required. The specifications are to comply with THDA's Minimum Design Standards for New Construction & Rehabilitation of Single Family & Multifamily Housing Units.
 - 2. The specifications will refer to manufacturer's brand names or association standards to identify quality of material and equipment, and may make provision for acceptable substitutes of equal or greater value or quality and brand name requirements may be included in the "General Conditions and Specifications" and indicated by reference in the work write-up.

14. CONTRACTING FOR REHABILITATION WORK

- A. INTRODUCTION This section sets forth requirements and procedures with respect to the construction contracts for housing rehabilitation financed through a rehabilitation grant. Rehabilitation work will be undertaken only through a written contract between the contractor and the property owner receiving the grant.
 - 1. FORM OF CONTRACT The construction contract will consist of a single document signed by the contractor and the property owner, following approval of the grant application. It will contain a bid, the Grantee's General Conditions and Specifications by reference, the work write-up which specifies the work to be done, and the existing UPCS and code violations.
 - 2. <u>USE OF ALTERNATES</u> The document prepared by the Grantee may contain alternates by which each bidder may increase or decrease the lump sum contract price, if the alternates are later accepted as part of the work to be performed.
 - 3. <u>PROCUREMENT OF BIDS</u> The Grantee will advertise openly and publicly for bids and encourage minority and female owned firms to bid on its projects.
- **B. GENERAL CONDITIONS** The bid package will contain the following:
 - 1. The address, time and date by which the bid should be submitted by the contractor.
 - 2. A provision that the bid be accepted by the homeowner within a specified length of time.
 - 3. A provision that the contractor start work within a specified length of time.
 - 4. A statement concerning the acceptability of progress payments.
 - 5. A provision that final payment on the contract amount will be made only after final inspection, acceptance of all work by the Grantee and the homeowner, and after the Grantee

receives the contractor's final invoice release of liens and warranty, and claims for liens by subcontractors, laborers and material suppliers for completed work or supplied materials.

- 6. Provisions that the contractor will be required to:
 - a. Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.
 - b. Perform all work in conformance with UPCS, applicable local codes, as well as lead-based paint regulations and requirements, whether or not covered by specification and drawings for the work.
 - c. Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically stated otherwise within the work write-up.
 - d. Not assign the contract without written consent of the Grantee and homeowner.
 - e. Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract. Furthermore, furnish the homeowner, in care of the Grantee, with all operations and maintenance manuals, manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under the contract.
 - f. Include a statement as to whether the premises are to be either occupied or vacant during the course of construction work.
 - g. A provision that the contractor may reasonably use existing utilities without payment during the course of the work.

C. INSURANCE

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

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- **NOTE** The Grantee is advised to consult with its attorney to insure that the extent, limit and amount of contractor's insurance is consistent with the scope of the project and current State law.
- D. WORK WRITE-UPS, SPECIFICATIONS AND DRAWINGS The specifications, based on the code inspection, and work write-up and illustrative sketches, if any, covering the specific rehabilitation work for each property to be rehabilitated will be prepared by the Grantee. The specifications will:
 - 1. Clearly identify the code violation and lead-based paint hazard;
 - 2. Specify work to correct those violations or hazards;
 - 3. Note any unusual features or limitations;
 - 4. Include the Grantee's estimated cost for rehabilitation; and
 - 5. Will be initialed on each page by the homeowner and signed on the signature page by the homeowner.
- E. INELIGIBLE CONTRACTORS The Grantee may determine a contractor ineligible to bid on projects when:
 - 1. The contractor is listed on the Federal Debarred list; The grantee must check the contractor and all subcontractors' names against the Federal Excluded Parties List System (available at https://www.sam.gov/portal/public/SAM/). The grantee will print out the system search results and place in file to document that the contractors and subcontractors are not on this list.
 - 2. There is documented proof that the contractor has not paid material suppliers;
 - 3. There is documented proof that the contractor has not completed projects within the allotted time frame;
 - 4. There exist substantial complaints by homeowners about quality of work and performance.
 - 5. There is documented proof that the contractor has not performed warranty work on previous contracts.
 - 6. Conflict of interest exist between the contractor candidate and project participants, location, or any financial ties

F. INVITATION TO CONTRACTORS FOR BID AND PROPOSAL

- 1. The Grantee will announce the program and advertise for contractors in local and/or regional newspapers at the beginning of the program and at least once each year thereafter.
- 2. The Grantee will accept applications from contractors throughout the life of the program.
- 3. The Grantee will develop and maintain a list of contractors, including minority and female headed firms within the region.
- 4. The Grantee will notify in writing and in a timely fashion all contractors on the Contractors List when bid packages are available.

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- 5. The Grantee will document when and to whom invitations to bid are sent out and packages picked up.
- G. SELECTION OF A SUCCESSFUL BIDDER The opening of the sealed bids must meet these conditions.
 - 1. The opening must be public.
 - 2. The best value responsive and responsible bid will prevail. Bids that fall 15% under or 15% over the Grantee's cost estimate may be rejected as not responsible bides.
 - 3. There must be at least three (3) competitive bids by eligible contractors.
 - 4. Minutes of the award and bid tabulations should be appropriately filed.
 - 5. Questions concerning contractor eligibility shall be decided prior to opening the bids.
 - 6. The Grantee will verify with THDA that contractors are not debarred.
 - 7. The Grantee may limit the number of bids awarded to any one contractor at any one bid letting to three (3).
 - 8. If all bids exceed the amount of the construction budget, the Grantee may not negotiate solely with the low bidder. The project can be re-bid or changed in scope. If the project is changed, then each bidder must be given the opportunity to bid again. Bidders must be informed that they have the right to change their original unit prices as long as they conform to the revised bid specifications. Grantees must maintain documentation to demonstrate that this process was followed.
 - 9. If there are not at least three (3) competitive bids from eligible contractors, the project must be re-bid. If there are still not three bids after the project has been re-bid, the Grantee will contact THDA before awarding the contract.
- H. AWARD OF THE CONSTRUCTION CONTRACT The contract will become effective upon the signatures of the homeowner and contractor and with the Grantee's endorsement. The Grantee will distribute the executed contract documents as follows: original to Grantee, copy to homeowner, copy to contractor.

15. INSPECTION, CLOSE-OUT AND PAYMENT FOR REHABILITATION WORK

- A. **RESPONSIBILITY FOR MAKING INSPECTIONS** Inspection of construction will be performed by the Grantee or its designate as follows:
 - 1. Compliance inspections will be made as often as necessary to assure that the work is being completed in accordance with the community's building, electrical, mechanical and plumbing codes, zoning regulations, and any other related State or local laws and ordinances.
 - 2. Inspections will be made as often as necessary to assure that the work being performed is in accordance with the terms of the construction contract.
 - 3. Written notices of inspections (HO-17) shall be filed appropriately.

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- 4. THDA's QAI will perform a minimum of 3 inspections throughout the project. An initial inspection, a progress inspection, and a final inspection will be conducted in accordance with THDA's Policy and Procedures and HUD 24CFR 92.251 of the 2013 HOME Final rule.
- **B. PROGRESS PAYMENTS** If progress payments are allowed by the Grantee, no more than one progress payment can be made and the payment will be 50% of the funds at the completion of 60% of the work.

C. FINAL PAYMENTS

- 1. <u>FINAL INSPECTION</u> Upon completion of the rehabilitation work, a final inspection is held by the Grantee. Any uncompleted work or work that is unsatisfactory is noted on a final "punch list" and sent to the contractor in writing (HO-17 and HO-18). When these items are completed, clearance testing for lead-based paint hazards is conducted on the unit. When the unit passes clearance testing, the contract is complete.
- 2. <u>CERTIFICATION</u> After the Grantee determines that the rehabilitation work has been fully and satisfactorily completed and the unit has passed clearance testing, the Certification of Completion and Final Inspection (FM-7) is prepared. The homeowner signs the Certification indicating that he accepts the rehabilitation work as meeting the terms and conditions of the contract. The contractor signs the Certification indicating that the work has been completed in accordance with the contract and that there are no unpaid claims for labor, materials supplies or equipment. The inspector signs the Certification indicating that work has been completed in accordance with the contract and authorizing final payment.
- 3. <u>NOTICE OF COMPLETION</u> The contractor shall file a Notice of Completion with the Register of Deeds in the county where the work is performed and return a certified copy to the Grantee.
- 4. <u>MAKING FINAL PAYMENT</u> When the final inspection determines that the work is completed in accordance with the contract and the homeowner has accepted the work, the Grantee will obtain from the contractor a release of liens, including all subcontractors and suppliers, and a copy of each warranty due the owner for the work. The Grantee will request final payment from THDA at that time.
- 5. If the homeowner refuses to sign the final acceptance, the Grantee may authorize full payment for those items which are undisputed and acceptable to all parties.

16. **GRIEVANCE PROCEDURE**

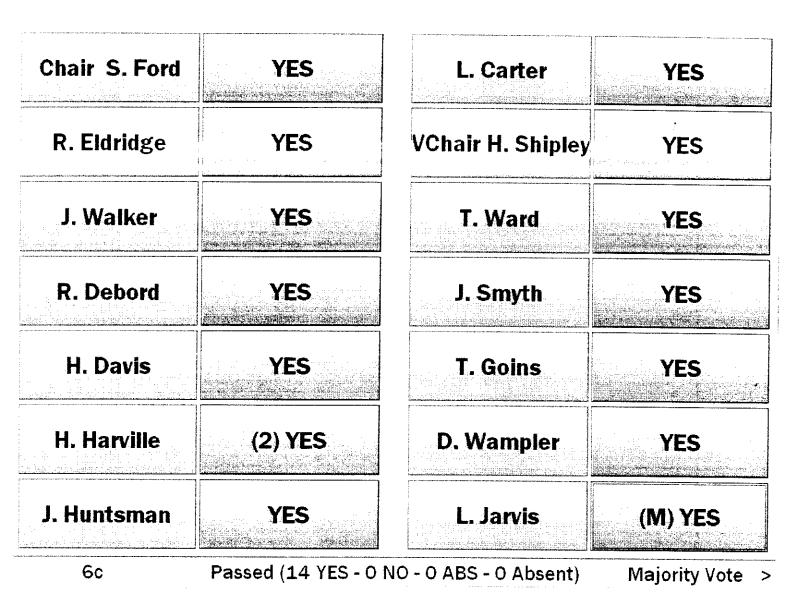
- A. The Grievance Procedure shall be made a part of the contract between the homeowner and the contractor. Disputes between the homeowner, Grantee and contractor may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the grievance procedure will be followed.
 - 1. The grievance by the homeowner or contractor is to be filed with the program administrator in writing.
 - 2. The program administrator will meet with the homeowner/contractor and attempt to negotiate a solution.

- 3. Contact the THDA Community Programs Division at (615) 815-2030 should the program administrator fail to negotiate a solution.
- **B. GRIEVANCE PROCEDURE** If this fails, the program administrator will follow the grievance procedure as outlined below:
 - 1. All claims or disputes between the owner and contractor arising out of or related to the work shall be decided by arbitration in accordance with the current construction industry arbitration rules of the American Arbitration Association unless the parties mutually agree otherwise.
 - 2. The owner and contractor shall submit all disputes or claims, regardless of the extent of the works progress, <u>Hamblen County</u> unless the parties mutually agree otherwise.
 - 3. Notice of the demand for arbitration shall be filed in writing with the other party to this rehabilitation agreement and shall be made within a reasonable time after the dispute has arisen.
 - 4. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
 - 5. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the contractor, the arbitrator may award costs and attorney fees in favor of the contractor. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the owners, the arbitrator may award costs and attorney fees in favor of the owner.
- C. THE WRITTEN CONTRACT The contract and the rehabilitation specifications, along with the initial inspection report provide the basic documentation by which the relative merits of any dispute will be judged.
- D. CONFLICT OF INTEREST OF PUBLIC OFFICIALS No elected or appointed Federal, State or local official, member of the local governing body, or any other public official or employee who exercises any functions or responsibilities in conjunction with the administration of the housing rehabilitation shall have any interest, direct or indirect, in the proceeds or benefits of the rehabilitation grant program. In those cases where the interest may not be direct or indirect, and the conflict of interest is only "apparent", the Grantee must contact THDA for clarification before proceeding. THDA will not routinely consider requesting an exception to the conflict of interest provisions from HUD.
- E. KICKBACKS AND DISCOUNTS No member of the governing body of the Grantee or any Grantee employee shall receive kickbacks or discounts from either contractors or property owners in return for special favors in regard to housing rehabilitation.

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2015 HOME GRANT RESOLUTION

Motion by Doe Jarvis, seconded by Herbert Harville to approve the resolution approving the program policies and procedures for the 2015 Tennessee Housing Development Agency HOME Grant.



RESOLUTION

BEFORE THE COUNTY COMMISSION OF HAMBLEN COUNTY, TENNESSEE

WHEREAS, Hamblen County has received funding from the HOME program, administered by the Tennessee Housing Development Agency (THDA), to provide housing rehabilitation for low and very low income persons; and

WHEREAS, the County desires to provide housing rehabilitation services to these residents in an equitable and consistent manner; and

WHEREAS, the County Commission understands that it must approve program policies and procedures for this grant to ensure equitable and consistent housing rehabilitation services.

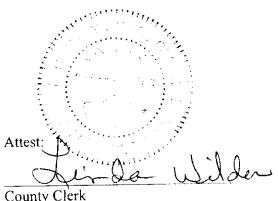
NOW, THEREFORE, BE IT RESOLVED, that the Hamblen County Commission does hereby authorize the approval of the document, "Program Policies and Procedures for the Hamblen County 2014 HOME Program" (H0-1).

BE IT FURTHER RESOLVED, that the County Commission does hereby authorize the First Tennessee Development District to provide administrative services in the manner accorded in these policies.

This Resolution was duly considered and adopted by the County Commission, in and for Hamblen County, Tennessee, this the <u>24</u> day of <u>Sept.</u>, 2015

ounty Mayor

Chairman



County Clerk

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BUDGET AMENDMENT-2015 HOME GRANT Motion by Louis Jarvis, seconded by John Smyth to approve the budget amendment for fund #171 Public Health and Welfare Projects-2015 HOME Grant.

Chair S. Ford	YES	L. Carter	YES
R. Eldridge	YES	VChair H. Shipley	YES
J. Walker	YES	T. Ward	YES
R. Debord	YES	J. Smyth	(2) YES
H. Davis	YES	T. Goins	YES
H. Harville	YES	D. Wampler	YES
J. Huntsman	YES	L. Jarvis	(M) YES
6d1	Passed (14 YES - 0 I	NO - O ABS - O Absent)	Majority Vote >



Hamblen County Commission

Month SEPTEMBER Year 2015

Fund #171

PUBLIC HEALTH AND WELFARE PROJECTS

Account Number	Description	Increase	Decrea
Account rumber	ESTIMATED REVENUES:		
47590.000	Other Federal Through State	375,000	
	APPROPRIATIONS:		
	PUBLIC HEALTH AND WELFARE PROJECTS	375.000	[
91140.791	Other Construction		
		······································	

DEPT:

<u>Brief Descriptions of issue:</u> To appropriate funds that have been awarded for the Home Grant Program from THDA. County Commission approved to apply for these funds at its February 2015 meeting. This grant does not require local matching funds.

Signature:

Title :

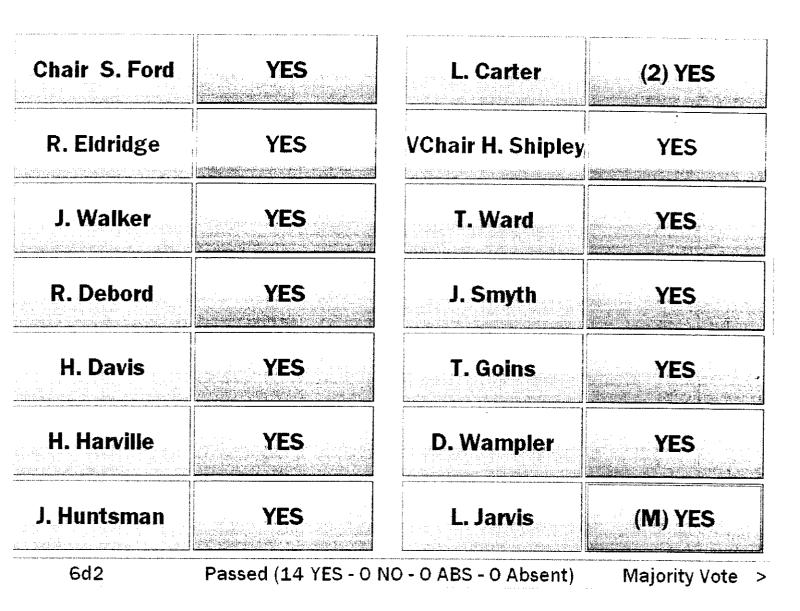
Date:

	nance Department Only: ved by:
Budge	t Amendment:
Date:	

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BUDGET AMENDMENT-VARIOUS

Motion by Doe Jarvis, seconded by Larry Carter to approve the budget amendment for fund #101 Various.





Hamblen County Commission

2015 Year Month SEPTEMBER

#101 Fund

Increase Decrease Description Account Number PLANNING AND ZONING 8,400 Part-Time Personnel 51720.169 8,400 Unassigned Fund Balance 39000.000 AGRICULTURE EXTENSION SERVICE 3,295 Salary Supplements 57100.140 3,295 **Unassigned Fund Balance** 39000.000 11,095 11,635

DEPT:

VARIOUS

Buich	Descript	ione of	icene.
Brief	Descript	tons of	Losue.

To appropriate funds for a part-time position in Planning and Zoning that was part of the department reorganization. To appropriate funds for the U.T. Agriculture Extension office to reflect the three percent COLA. These items were overlooked during the budget process.

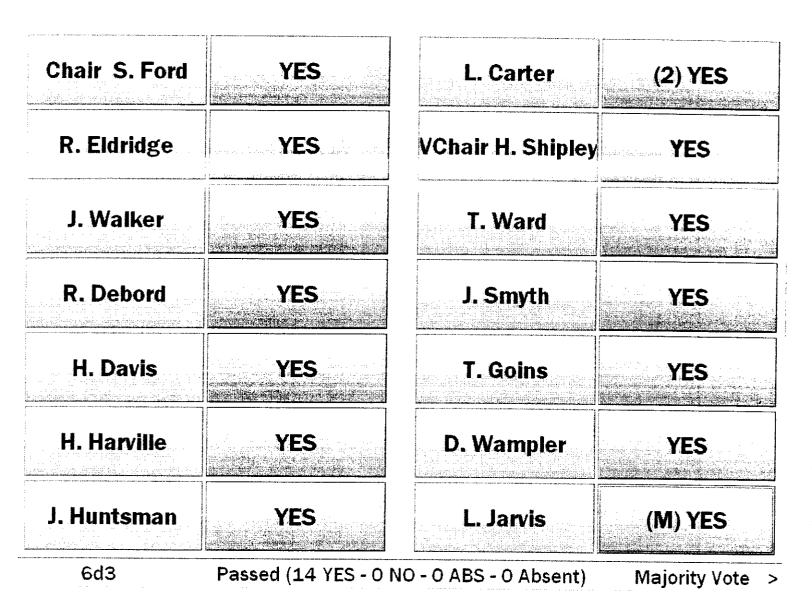
Bill Buttain Sunty Mayor Signature: Title : Date:

For Finance I	Department Only:
Reviewed by:	
Budget Amen	idment:
Date:	

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BUDGET AMENDMENT-DRUG FUND

Motion by Doe Jarvis, seconded by Larry Carter to approve the budget amendment for fund #122 Drug Fund.





Hamblen County Commission

Month SEPTEMBER Year 2015

#122

Executive assistant

9-10-15

Fund

DEPT:

DRUG CONTROL

Description	Increase	Decrease
APPROPRIATIONS:		ļ
Drug Enforcement		
Travel	2,100	
Dues and Memberships	1,145	
FUND BALANCE:		
Restricted for Public Safety		3,24
• - · · ·	APPROPRIATIONS: Drug Enforcement Travel Dues and Memberships FUND BALANCE: Restricted for Public Safety	APPROPRIATIONS: Drug Enforcement Travel 2,100 Dues and Memberships 1,145 FUND BALANCE: Restricted for Public Safety

o appropriate additional funds for five (5) Narcotics Officers for the yearly membership dues and conference gistration for the Tennessee Narcotics Officers Association (TNOA).					
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Title :

Date:

Reviewed by:

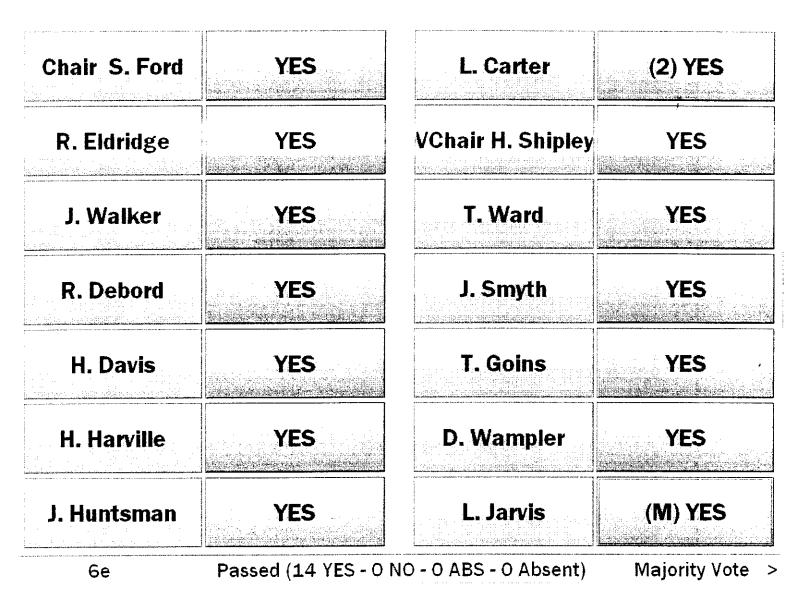
Budget Amendment: _____

Date: ___

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BUDGET AMENDMENT-SCHOOL BOARD

Motion by doe Jarvis, seconded by Larry Carter to approve the Hamblen County Department of Education Budget Amendment #1 for FY 2015-16 budget increase in the amount of \$229,200.25.





DR. DALE P. LYNCH Director

BOARD OF EDUCATION Shahin Assadnia

Carolyn Clawson

Joe Gibson, Jr.

Roger Greene

James Grigsby Janice Haun

Clyde Kinder

HAMBLEN COUNTY DEPARTMENT OF EDUCATION

210 East Morris Boulevard Morristown, Tennessee 37813 Phone (423) 586-7700 • Fax (423) 586-7747

The mission of Hamblen County Schools is to educate students so they can be challenged to successfully compete in their chosen fields.

AMENDMENT #1 2015-2016

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #1 to the 2015-2016 General Purpose Budget. This amendment was approved by the Board of Education on August 11, 2015.

On July 31, 2015, the Hamblen County Commission approved a General Purpose Budget in the amount of \$76,824,540.09. Amendment #1 will increase the budget to \$77,053,740.34.

This amendment does not affect the County's maintenance of effort.

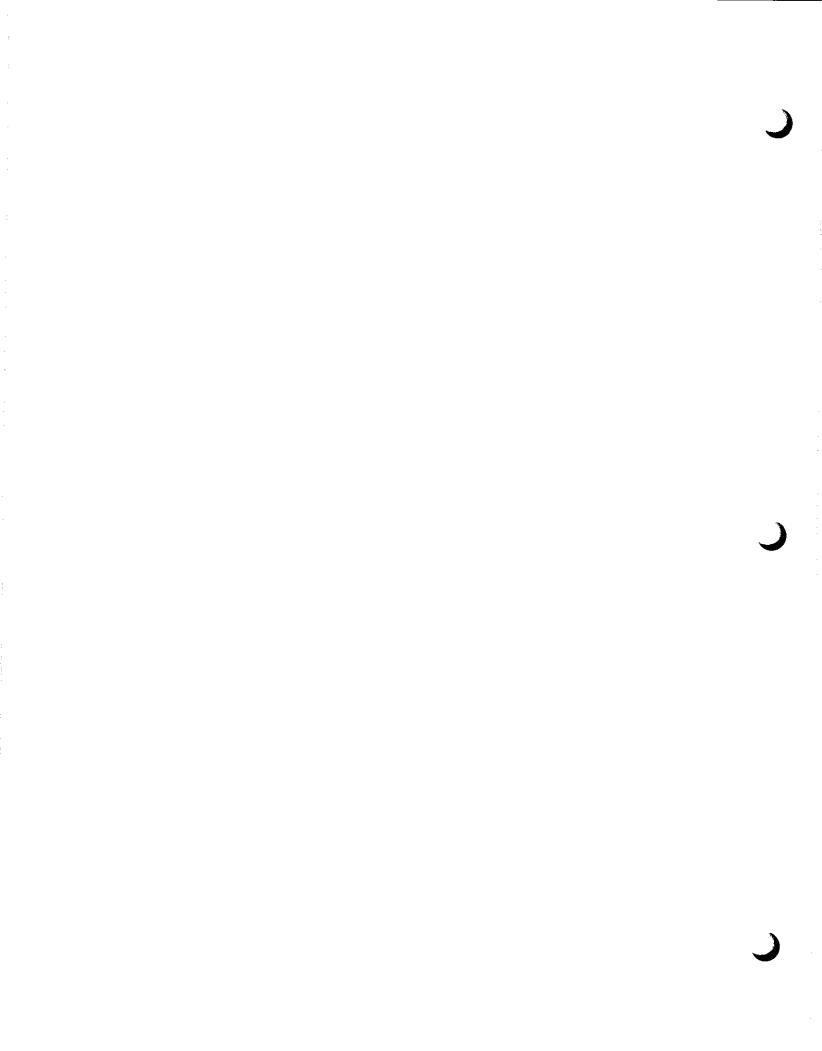
Dale Lynch, Director of Schools

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HAMBLEN COUNTY DEPARTMENT OF EDUCATION 2015-2016 Dr. Dale Lynch, Director GENERAL FUND

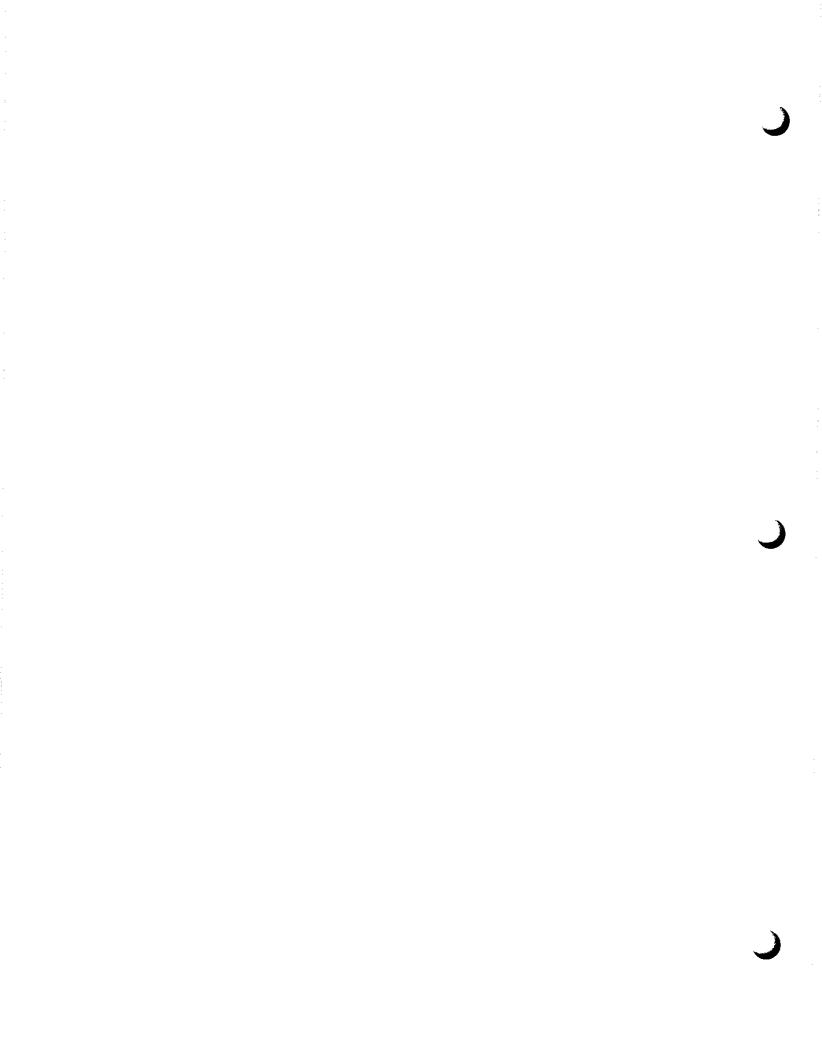
AMENDMENT #1





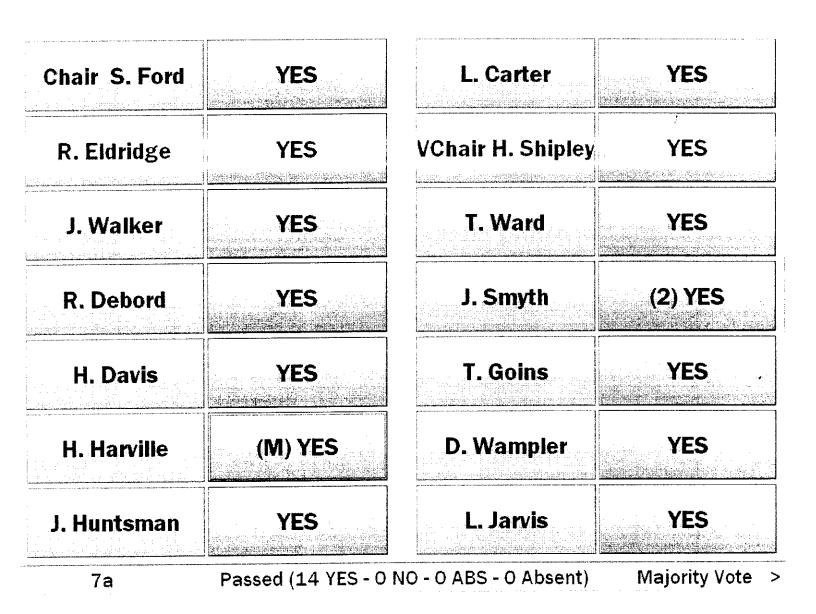
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						2015-2016 INT #1 - EXT	ERNAL		
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EXPENDITURE									,
CODE	TITLE	8	UDGET	INCREASE	- <u>-</u> 0	CREASE		ACTUAL	PURPOSE
1100-127	EXTENDED CONTRACT	5	-	\$ 61,600.0	5		\$	61,600.00	EXTENDED CONTRACT RESERVE
1100-201	SOCIAL SECURITY		710,523.00	\$ 3,820.D		-		1,714,343.00	EXTENDED CONTRACT RESERVE
1100-204	STATE RETIREMENT		448,908.00	\$ 5,574.0		-		2,454,482.00	EXTENDED CONTRACT RESERVE
1100-212	EMPLOYER MEDICARE	\$	404,450.00	\$ 896.6			\$	405,348.65	EXTENDED CONTRACT RESERVE
1300-599	OTHER CHARGES	s		\$ 12,000.0	1 S		\$	12,000,00	ALCOA GRANT TO ASSIST STUDENTS IN OBTAINING INDUSTRY CERTIFICATION
								3 000 00	ALCOA GRANT TO ASSIST STUDENTS IN OBTAINING INDUSTRY CERTIFICATION
2230-524	STAFF DEVELOPMENT	2	•	\$ 3,000.0) \$		\$	3,000.00	ALLON GRANT TO ASSIST STUDENTS IN ODIAINING INDUSTRY CONTINUED
2410-599	OTHER CHARGES	\$	-	\$ 218.5) S	-	\$	218.50	ARTS TICKET SUBSIDY GRANT RESERVE
2810-709	DATA PROCESSING EQUIPMENT	S 1	313,009.10	\$ 142,089.1) \$	-	\$	1,455,098.20	E-RATE FUNDING (\$39,405.37) / E-RATE RESERVE (\$102,683.73)
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	TOTALS	<u>, s</u>	5,876,890.10	\$ 229,200.2		-		6,106,096,35	
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	NET INCREASE			<u>\$ 229,200.2</u> GEN	HAMBLEN ERAL PUR ANENDM	POSE SCHO 2015-2018 ENT #1 - EXT	HODLS OL BUI	S DGET	PURPOSE
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CODE 4379	NET INCREASE	E \$		<u>\$ 229,200.2</u> GEN <u>INCREASE</u> \$ 71,892.6	HAMBLEN ERAL PUR ANENDM 5 S 3 S	POSE SCHO 2015-2016 ENT #1 - EXT ECREASE	HOOLS OL BUI ERNAL	S DGET 	BUDGETING EXTENDED CONTRACT RESERVE
CODE 4379 4383	NET INCREASE	E 		<u>\$ 229,200.2</u> GEN <u>INCREASE</u> \$ 71,892.6 \$ 102,683.7	AMBLEN ERAL PUR AMENDA 5 S 3 S 3 S	POSE SCHO 2015-2016 ENT #1 - EXT ECREASE	HOOLS OL BUI ERNAL	S DGET ACTUAL 71,892.65 102,683.73	BUDGETING EXTENDED CONTRACT RESERVE BUDGETING E-RATE RESERVE FOR TECHNOLOGY
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CODE 4379 4383 4555	NET INCREASE TITLE EXTENDED CONTRACT RESERVE E-RATE RESERVE ARTS TICKET SUBSIDY GRANT RESERVE E-RATE FUNDING	E S S S	UDGET	<u>\$ 229,200.2</u> GEN <u>INCREASE</u> \$ 71,892.6 \$ 102,683.7 \$ 218.5 \$ 39,405.3	HAMBLEN ERAL PUR AMENDMI 5 S 3 S 3 S 5	POSE SCHO 2015-2016 ENT #1 - EXT ECREASE	HOOLS OL BUI ERNAL S S S S S S	S DGET ACTUAL 71,892.85 102,683.73 218.50 39,405.37	BUDGETING EXTENDED CONTRACT RESERVE BUDGETING E-RATE RESERVE FOR TECHNOLOGY BUDGETING ARTS TICKET SUBSIDY GRANT RESERVE

Return to Regular Calendar



ZONING MAP UPDATE

Motion by Herbert Harville, seconded by John Smyth to approve the corrections and update to the digital version of the Hamblen County Zoning Map.



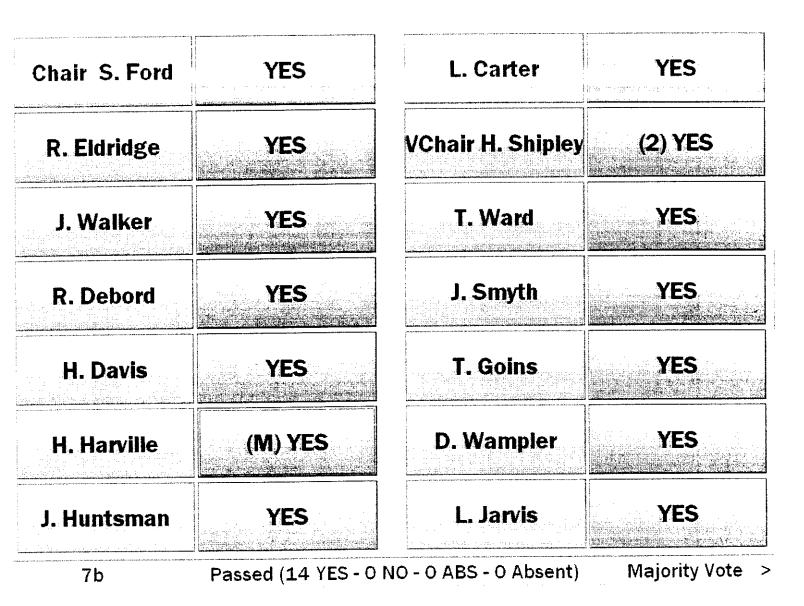
- 017-91 2236 LeConte Street
- 003.00 3436 Brights Pike
- 008.00 735 Pine Brooke Rd.
- 004-01 3881 S. Davy Crockett Pkwy
- 005-04 3119 Enka Hwy.
- 002-05 441 Snyder Rd.
- 001-07 881 Kidwell Ridge Rd.
- 008-00 735 Pine Brooke Rd.
- 009-94 702, 706 Statem Gap Rd.

Jacobs Rd.

J)

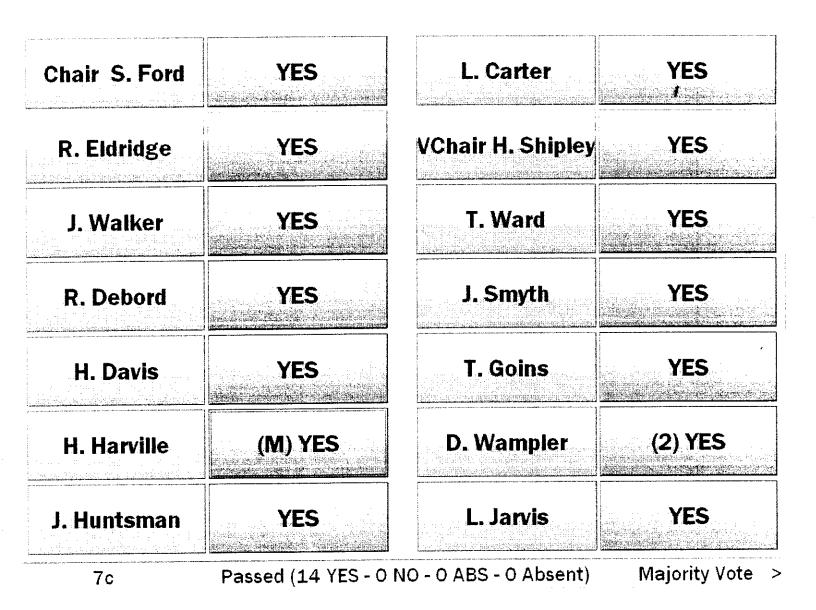
MORRISTOWN SHRINE CLUB LEASE REQUEST

Motion by Herbert Harville, seconded by Howard Shipley to authorize Mayor Brittain to enter into a twenty (20) year lease agreement in the amount of \$1 per year with the Morristown Shrine Club to lease a 24"x24" section of Hamblen County property located at the south side of the Masonic Lodge for the purpose of placing a carport to park two Shrine Vans.



RESOLUTION-INTERNET SERVICE

Motion by Herbert Harville, seconded by Dana Wampler to approve the resolution authorizing Hamblen County to give ETRAMA access to its internet service and the MUS will bill ETRAMA directly.



RESOLUTION AUTHORIZING HAMBLEN COUNTY TO GIVE ETRAMA ACCESS TO ITS INTERNET SERVICE

Resolution No. _____

Whereas, high speed internet access is considered a necessary tool for companies to be competitive in the modern global economy;

Whereas, the East Tennessee Regional Agribusiness Marketing Authority, hereafter referred to as ETRAMA, owns and leases property to commercial and industrial tenants located on Garden Village Drive in White Pine, Tennessee and wishes to develop more of its acreage into industrial and commercial sites;

Whereas, ETRAMA wishes to provide high speed internet access to its current and future tenants;

Whereas, no high speed internet service is currently available at a reasonable price for the properties except through special arrangements with customers of MUS Fibernet;

Whereas Hamblen County Government is a customer of MUS Fibernet and is willing to provide its access to ETRAMA and its tenants;

Whereas, ETRAMA agrees to pay for the installation and monthly use of the internet service provided to its properties;

NOW THEREFORE, BE IT RESOLVED by the Hamblen County Legislative Body meeting in regular session on the 24 day of Sept. 2015 that:

The County Mayor is hereby authorized to enter into an agreement allowing ETRAMA to provide high speed internet access to its current and future tenants using the MUS Fibernet service provided to Hamblen County.

BE IT FURTHER RESOLVED that this resolution shall take effect upon adoption, the public welfare requiring it.

Adopted this <u>21</u> day of <u>Sept.</u> 2015.

APPROVED:

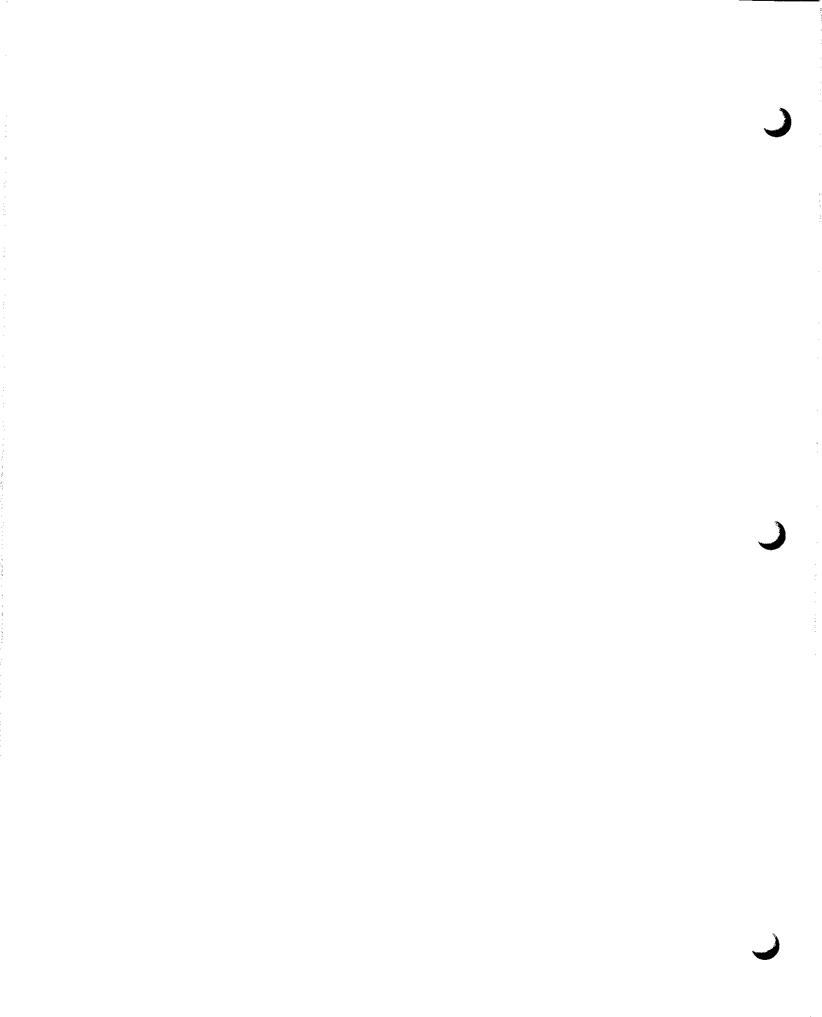
se.

Chairman, County Legislative B

County Mayor

Attest

County Clerk



The County Commission recessed and goes into a public hearing concerning Hamblen County zoning.

The public hearing recessed and reconvened as Hamblen County Legislative Body.

RESOLUTION-ADOPT NEW ZONING MAP

Motion by Dana Wampler, seconded by Herbert Harville to approve the resolution to adopt a new formatted zoning map for Hamblen County, Tennessee and to rescind all other zoning maps.

1.

Voting for:all

YES	VChair H. Shipley	
YES	T Mand	
the second states and the second states of the second states of the second states of the second states of the s	T. Ward	YES
YES	J. Smyth	(2) YES
YES	T. Goins	YES
(M) YES	D. Wampler	YES
YES	L. Jarvis	YES
	YES (M) YES YES	YES (M) YES D. Wampler

A RESOLUTION TO ADOPT A NEW FORMATTED ZONING MAP FOR HAMBLEN COUNTY, TENNESSEE AND TO RESCIND ALL OTHER ZONING MAPS.

WHEREAS, the Hamblen County Regional Planning Commission has certified the zoning resolution to the Hamblen County Board of Commissioners on August 4, 2015 and has recommended adoption of the new zoning map to the legislative body;

WHEREAS, Section 13-7-101-13-7-119 of the Tennessee Code Annotated provides Hamblen County, Tennessee with the powers and authority to enact county zoning codes; and

WHEREAS, said sections provide a process for adoption of a local county zoning map; and

WHEREAS, more accurate depiction of the zoning boundaries will create a better interpretation for the location of said boundaries; and

WHEREAS, the Hamblen County Board of Commissioners finds it to be in the best interest and to the best general welfare of the citizens of Hamblen County, Tennessee to adopt a new zoning map.

NOW, THEREFORE BE IT FURTHER RESOLVED by the Hamblen County Board of Commissioners that the new zoning map dated and certified by the Planning Commission on August 4, 2015 is hereby adopted and enacted as part of the zoning ordinance and all other zoning maps are rescinded.

Introduced by Commissioner: Dana WampleR Seconded by Commissioner: Helbert HARU'ILE

Adopted by the Hamblen County Legislative Body in session duly assembled on this the

20th day of September, 2015.

LINDA WILDER, County Clerk

BILL BRITTAIN, County Mayor

STANCIL FORD, Chairman Rick Eldridge

SURPLUS ITEMS

Motion by Herbert Harville, seconded by Doe Jarvis that the following items be declared surplus.

Voting for: all

County Clerk Lexmark Printer #K98234 Gateway Computer Tag #L6078 Gateway Computer Tag #L05944 Desktop Bundler Tag #L50820 Gateway Computer Tag #L0946 Gateway Computer Tag #L05950 Gateway Computer Tag#L06040 Gateway Computer Tag #L06091 Gateway Computer Tag #L09956 Gateway Computer Tag#L06093 Dell Optiplex 270 s/n 65663 Dell Optiplex 270 s/n DQM6M51 Dell Optiplex GX280 s/n 9CP7J61 Dell Connect TNII Server Brother 4100

Clerk and Master 4 Desks 4 Small Tables

Election Commission 1 Cannon Printer

Sheriff's Department 2006 Ford Expedition

Thereupon, meeting adjourned at 5:55 p.m.

Thursday, September 24, 2015 Hamblen County Legislative Body

REGULAR CALENDAR

rder #	Vote	ltem
1		Recognition/Presentations (Commission Chairman)
_		a. None
		(a substant beingen)
2		Appointments and Nominations (Commission Chairman)
	Vote	a. County Attorney (Off the Board)
	Vote	b. Planning Commission (Off the Board)
3		Public Official Bonds (Commission Chairman)
-		a. None
		Calendar and Rules Committee Report (Chairman John Smyth)
4	1 1	
		a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items
	Vote	D. Approval of Regular Calendar Items
5	<u> </u>	Approval of Consent Calendar (Commission Chairman)
	Vote	
6		Finance Committee (Chairman Louis "Doe" Jarvis)
Ŭ	Vote	a. Approval of Monthly Checks – June 2015
	Vote	h 2015 HOME Grant Contract
	Vote	Procedures
	Vote	d Budget Amendment
	Vote	1. Fund 171 Public Health and Welfare Projects 2015 HOME Grant
	Vote	2. Fund 101 Various
	Vote	3. Fund 122 Drug Fund
	Vote	e. Hamblen County Department of Education Budget Amendment #1 2015-2016 – Increase \$229,200.25
		Public Services Committee (Chairman Herbert Harville)
,	Vote	and the second sec
	Vote	he Morristown Shrine Club Lease Request
	Vote	I service the standard county to Give ETRAMA Access to its Internet Service
		Jail Study Committee (Chairman Rick Eldridge)
-		a. Jail Study Committee Report
9		Announcements /informational Items / Upcoming Meeting Dates (Chairman Stancil Ford)
5		- October 5, 2015 - Committee Meetings: 11:30 a.m Health Dept. Conference Room
		 b. October 15 2015 - County Commission Meeting: 5 p.m Courthouse Large Courtroom
		Adjournment (Commission Chairman)

REGULAR CALENDAR - September 24, 2015