

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

Legislative Body on

Oct. 22, 2020

Howard Shipley

Howard Shipley, Chairman

Penny Petty

Penny Petty, Hamblen County Clerk

BE IT REMEMERED that the Legislative Body for Hamblen County, Tennessee met at its regular monthly meeting on Sept. 24, 2020 at 5:00 p.m. in the Hamblen County Courtroom with the Honorable Howard Shipley presiding.

The Legislative Body was open by Courtroom Officer Harley Kelly.

Invocation was given by Commissioner Bobby Haun.

The Pledge of Alliance was led by Commissioner Taylor Ward.

Upon roll call the following members were present:

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

APPOINTMENTS – VICE CHAIRMAN

Motion by Thomas Doty, seconded by Taylor Ward to nominate Tim Goins as
Hamblen County Commission Vice Chairman.

Voting : " All in Favor say I"

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:
None

Motion Passed unanimously.

2.a.

Election of Chairman

Motion by Tim Horner, seconded by Bobby Haun to nominate Howard Shipley as Hamblen County Commission Chairman.

Voting: " All in Favor say I"

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:

None

Motion Passed unanimously.

2.a.

Salary of Chairman

Motion by Chris Cutshaw, seconded by Jim Stepp to keep the Hamblen County

Commission Chairman salary the same as currently of \$750 per month.

Voting : "All In Favor say I"

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against :

None

Motion Passed unanimously.

2.b.

COUNTY ATTORNEY

Motion by Chris Cutshaw, seconded by Taylor Ward to nominate
Chris Capps as County Attorney.

Voting : "All In favor say I"

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Mike Reed
Randy DeBord	Howard Shipley
Thomas Doty	Jim Stepp
Tim Goins	Taylor Ward
Bobby Haun	

Voting against:

Wayne NeSmith

Motion Passed.

2.c.

CIVIL SERVICE BOARD

Motion by Taylor Ward, seconded by Tim Goins to the reappointment
of the members to the Hamblen County Civil Service Board.

Neal Johnson term to expire September 2023
Ron Kramer term to expire September 2023
Ed Sempkowski term to expire September 2023

Voting : "All in Favor say I"

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:
None

Motion Passed unanimously.

2.d.



OFFICE OF THE MAYOR

September 16, 2020

Hamblen County Commission
Hamblen County Courthouse
511 West Second North St.
Morristown, TN 37814

Dear Commissioners,

I am requesting the confirmation of the reappointment of members to the Hamblen County Civil Service Board. They are:

Neal Johnson	term to expire September 2023
Ron Kramer	term to expire September 2023
Ed Sempkowski	term to expire September 2023

Do not hesitate to call with any questions.

Sincerely,

Bill Brittain
County Mayor

Cc: Sheriff Esco Jarnagin

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.585.4699

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

September 24, 2020

CONSENT CALENDAR ITEMS

Motion by Jim Stepp, seconded by Randy DeBord to approve the Consent Calendar Items.

Voting : "All in Favor say I"

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:

None

Motion passed unanimously .

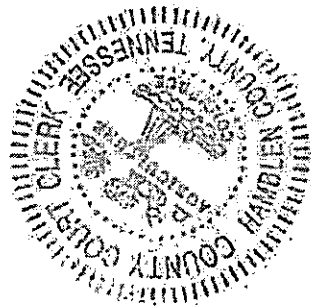
3.a.

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC
 AS A CLERK OF THE COUNTY OF HAMBLLEN, TENNESSEE I HEREBY CERTIFY TO
 THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
 NOTARY PUBLIC DURING THE SEPTEMBER 24, 2020 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. KELLY M ARNWINE	2139 FRANK HODGE ROAD TALBOTT TN 37877	423-839-4485	1907 W MORRIS BLVD SUITE D MORRISTOWN TN 37813	423-200-5800	BIBLE INSURANCE
2. APRIL D. BALL	5032 SOUTH DAVY CROCKETT PKWY MORRISTOWN TN 37813	423-623-0940	500 S DAVY CROCKETT PKWY MORRISTOWN TN 37813	4235856960	BIB LE INSURANCE
3. RACHEL ANN BROYLES	980 PINWOOD CIRCLE MORRISTOWN TN 37814	423-307-9187	1901 CLINCH AVE KNOXVILLE TN 37917	865-331-2600	BOND
4. LORI ANN COBB	6262 WESTGATE CIRCLE TALBOTT TN 37877	865-475-1300	263 E BROADWAY BLVD JEFFERSON CITY TN 37760	8654751300	MARK MASTER INC
5. AUNDREA JILL CRAWSHAW	2815 MEADOW BRANCH RD BEAN STATION TN 377083016	443-758-5763	4055 E MORRIS BLVD MORRISTOWN TN 378131259	865-318-0649	WESTERN SURETY.CO
6. GWENDOLYNN B DRINNON	1707 FISHER ROAD MORRISTOWN TN 37814	423-277-3517	818 W FIRST NORTH STREET MORRISTOWN TN 37814	423-587-2800	DOUGLAS R BEIER MATTHEW EVANS
7. C DWAIN EVANS	5850 CATAWBA LN MORRISTOWN TN 37814	423-312-4005	818 W FIRST NORTH ST MORRISTOWN TN 37814	423-587-2800	DOUGLAS R BEIER GWENDOLYNN D DRINNON
8. MARK G HARRISON	4312 CADMIUM LN KNOXVILLE TN 379382995	865-399-8481	1838 W MORRIS BLVD MORRISTOWN TN 378132836	423-317-7000	TN5309361
9. ERNIE HORNER	1062 ST IVES CT MORRISTOWN TN 378142597	423-581-8766	838 W MAIN ST MORRISTOWN TN 378144513		RLI SURETY
10. SUSAN R TIPTON	3015 HARLEY RD MORRISTOWN TN 378133411	423-312-3273	1908 W ANDREW JOHNSON HWY MORRISTOWN TN 378143741	865-475-3391	RLI INSURANCE COMPANY

September 24, 2020

*Batch III
8-11-20
- thru
9-14-20*



RECEIVED
 SEP 15 2020
 OFFICE OF HAMBLLEN
 COUNTY MAYOR

Cathy Lambert

 SIGNATURE
 CLERK OF THE COUNTY OF HAMBLLEN, TENNESSEE
 9-14-20

 DATE



EXPENDITURE REPORTS

AUGUST 2020

HAMBLEN COUNTY ACCOUNTS & BUDGETS

GENERAL FUND (101)

EXPENDITURE REPORT

REPORT DATE: 08/31/2020

Sel: Year Fnd Acct Obj Gp Sub Loc Pgm
 From: 2020 101 50000 000 00 000 0000 000
 Thru: 2020 101 99999 999 99 999 9999 999

Page: 1
 Date: 9/1/2020
 Time: 2:19 pm

Fnd	Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
101	51100 County Commission	175,305.00	10,584.35	27,139.83	25,824.49	122,340.68	69.79%
101	51210 Board Of Equalization	5,550.00	0.00	0.00	0.00	5,550.00	100.00%
101	51300 County Mayor/Executive	235,206.00	21,262.14	34,650.20	7,287.20	193,268.60	82.17%
101	51400 County Attorney	31,293.00	1,565.41	1,673.07	0.00	29,619.93	94.65%
101	51500 Election Commission	369,764.00	44,275.53	80,412.63	5,018.99	284,332.38	76.90%
101	51600 Register Of Deeds	370,844.00	30,535.07	42,518.19	18,058.62	310,267.19	83.67%
101	51720 Planning	220,878.00	15,010.81	24,076.28	2,951.27	193,850.45	87.76%
101	51750 Codes Compliance	57,305.00	4,715.39	7,221.06	0.00	50,083.94	87.40%
101	51760 Geographical Information Systems	89,433.00	4,261.22	6,391.82	0.00	83,041.18	92.85%
101	51810 Other Facilities	881,602.00	55,064.73	117,113.83	88,483.31	676,004.86	76.68%
101	51910 Preservation Of Records	20,744.00	1,927.46	2,532.55	2,145.80	16,065.65	77.45%
101	52100 Accounting And Budgeting	432,752.00	34,093.87	64,967.66	1,014.92	366,769.42	84.75%
101	52200 Purchasing	42,114.00	3,366.61	4,995.97	0.00	37,118.03	88.14%
101	52300 Property Assessor's Office	351,556.00	28,243.06	41,349.60	20,825.16	289,381.24	82.31%
101	52310 Reappraisal Program	139,279.00	6,262.84	8,545.70	7,085.80	123,647.50	88.78%
101	52400 County Trustee's Office	378,102.00	26,336.13	58,598.06	18,078.40	301,425.54	79.72%
101	52500 County Clerk's Office	685,678.00	49,297.28	102,295.05	22,546.19	560,836.76	81.79%
101	52600 Data Processing	127,030.00	6,933.41	12,209.15	23,142.99	91,677.86	72.17%
101	52900 Other Finance	328,048.00	27,305.51	45,769.15	24,454.93	257,823.92	78.59%
101	53100 Circuit Court	965,794.00	64,591.90	143,012.56	10,515.90	812,265.54	84.10%
101	53300 General Sessions Court	457,243.00	36,484.07	55,441.82	2,538.82	399,262.36	87.32%
101	53330 Drug Court	153,668.00	3,100.88	5,876.76	0.00	147,791.24	96.18%
101	53400 Chancery Court	392,925.00	29,089.17	68,963.62	6,354.70	317,606.68	80.83%
101	53500 Juvenile Court	317,775.00	19,656.06	33,257.66	3,046.62	281,470.72	88.58%
101	53920 Courtroom Security	894,627.00	65,125.13	100,338.68	4,905.42	789,382.90	88.24%
101	53930 Victim Assistance Program	132,197.00	4,578.25	4,578.25	0.00	127,618.75	96.54%
101	54110 Sheriff's Department	3,245,489.00	260,205.89	386,804.17	230,255.23	2,628,429.60	80.99%
101	54160 Administration Of The Sexual Offender Registry	6,000.00	0.00	377.00	0.00	5,623.00	93.72%
101	54210 Jail	4,610,097.00	345,854.12	580,438.47	1,038,553.51	2,991,105.02	64.88%
101	54220 Workhouse	92,071.00	7,562.26	11,343.57	0.00	80,727.43	87.68%
101	54250 Work Release Program	318,077.00	16,877.41	28,708.67	2,507.61	286,860.72	90.19%
101	54310 Fire Prevention And Control	220,000.00	0.00	0.00	0.00	220,000.00	100.00%
101	54410 Civil Defense	100,485.00	7,258.83	10,577.05	5,187.46	84,720.49	84.31%
101	54490 Other Emergency Management	185,089.00	0.00	46,272.25	0.00	138,816.75	75.00%
101	54510 Inspection And Regulation	4,877.00	322.95	645.90	368.50	3,862.60	79.20%

HAMBLEN COUNTY ACCOUNTS & BUDGETS

GENERAL FUND (101)

EXPENDITURE REPORT

REPORT DATE: 08/31/2020

Page: 2
Date: 9/1/2020
Time: 2:19 pm

Sel: Year Fnd Acct Obj Gp Sub Loc Pgm
From: 2020 101 50000 000 00 000 0000 000
Thru: 2020 101 99999 999 99 999 9999 999

Fnd	Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
101	54610 County Coroner/Medical Examiner	165,100.00	19,982.08	20,212.08	38,966.67	105,921.25	64.16%
101	54900 Other Public Safety	40,500.00	2,895.00	2,895.00	14,175.00	23,430.00	57.85%
101	55110 Local Health Center	931,867.00	55,633.72	85,932.29	17,324.00	828,610.71	88.92%
101	55120 Rabies And Animal Control	150,000.00	12,500.00	37,500.00	0.00	112,500.00	75.00%
101	55140 Nursing Home	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
101	55170 Alcohol And Drug Programs	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
101	55180 Children's Special Services	0.00	0.00	0.00	0.00	0.00	0.00%
101	55390 Appropriation To State	115,233.00	0.00	0.00	0.00	115,233.00	100.00%
101	55520 Aid To Dependent Children	0.00	0.00	0.00	0.00	0.00	0.00%
101	55530 Child Support	0.00	0.00	0.00	0.00	0.00	0.00%
101	55590 Other Local Welfare Services	27,500.00	0.00	0.00	0.00	27,500.00	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	55500 Libraries	293,500.00	73,375.00	73,375.00	0.00	220,125.00	75.00%
101	56700 Parks And Fair Boards	302,707.00	23,321.22	41,468.45	16,501.56	244,736.99	80.85%
101	56900 Other Social, Cultural And Recreational	430,460.00	27,075.05	27,075.05	0.00	403,384.95	93.71%
101	57000 Agriculture & Natural Resource	0.00	0.00	0.00	0.00	0.00	0.00%
101	57100 Agricultural Extension Service	165,206.00	48.58	202.86	160,301.72	4,701.42	2.85%
101	57300 Forest Service	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
101	57500 Soil Conservation	50,888.00	4,062.54	6,093.71	0.00	44,794.29	88.03%
101	57800 Storm Water Management	30,960.00	49.99	99.98	10,981.64	19,878.38	64.21%
101	58110 Tourism	54,700.00	0.00	650.00	0.00	54,050.00	98.81%
101	58120 Industrial Development	641,000.00	0.00	0.00	0.00	641,000.00	100.00%
101	58210 Public Transportation	0.00	0.00	0.00	0.00	0.00	0.00%
101	58300 Veterans' Services	32,164.00	2,428.18	3,644.16	0.00	28,519.84	88.67%
101	58600 Employee Benefits	709,682.00	20,149.84	590,051.74	0.00	119,630.26	16.86%
101	58801 COVID-19 Grant #1 Election Funds	41,405.00	5,258.29	5,576.99	223.84	35,604.17	85.99%
101	58802 COVID-19 Grant #2	0.00	8,823.92	8,823.92	72,126.86	-80,950.78	0.00%
101	58900 Miscellaneous	308,404.00	0.00	23,653.97	0.00	284,750.03	92.33%
101	73300 Community Services	6,000.00	0.00	0.00	0.00	6,000.00	100.00%
101	91110 General Administration Projects	300,000.00	0.00	0.00	24,492.00	275,508.00	91.84%
101	91120 Administration Of Justice Projects	0.00	0.00	0.00	0.00	0.00	0.00%
101	91130 Public Safety Projects	406,000.00	0.00	0.00	35,284.00	370,716.00	91.31%

HAMBLLEN COUNTY ACCOUNTS & BUDGETS
GENERAL FUND (101)
EXPENDITURE REPORT
REPORT DATE: 08/31/2020

Sel: Year Fnd Acct Obj Gp Sub Loc Pgm
 From: 2020 101 50000 000 00 000 0000 000
 Thru: 2020 101 99999 999 99 999 9999 999

Page: 3
 Date: 9/1/2020
 Time: 2:19 pm

Fnd	Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
101	91140 Public Health And Welfare Projects	45,000.00	0.00	0.00	0.00	45,000.00	100.00%
101	91150 Social, Cultural And Recreation Projects	0.00	0.00	0.00	1,117.51	-1,117.51	0.00%
101	91190 Other General Government Proje	3,135.00	0.00	0.00	0.00	3,135.00	100.00%
101	99100 Transfers Out	0.00	37,164.66	37,164.66	0.00	-37,164.66	0.00%
		\$ 22,319,408.00	\$ 1,524,515.81	\$ 3,123,516.09	\$ 1,962,646.64	\$ 17,233,245.27	77.21%

September 24, 2020

HAMBLLEN COUNTY ACCOUNTS & BUDGETS
SOLID WASTE/SANITATION (116)
EXPENDITURE REPORT
REPORT DATE: 08/31/2020

Page: 1
 Date: 9/1/2020
 Time: 2:20 pm

Sel: Year Fnd Acct Obj Gp Sub Loc Pgm
 From: 2020 116 50000 000 00 000 0000 000
 Thru: 2020 116 99999 999 99 999 9999 999

Fnd Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
116 55710 Sanitation Management	2,518,814.00	220,857.20	349,823.07	118,293.60	2,050,697.33	81.42%
	\$ 2,518,814.00	\$ 220,857.20	\$ 349,823.07	\$ 118,293.60	\$ 2,050,697.33	81.42%

September 24, 2020

HAMBLEN COUNTY ACCOUNTS & BUDGETS
HIGHWAY FUND (131)
EXPENDITURE REPORT
REPORT DATE: 08/31/2020

Sel: Year Fnd Acct Obj Gp Sub Loc Pgm
 From: 2020 131 50000 000 00 000 0000 000
 Thru: 2020 131 99999 999 99 999 9999 999

Page: 1
 Date: 9/1/2020
 Time: 2:21 pm

Fnd	Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds % of Budg
131	61000 Administration	441,596.00	29,954.62	119,047.97	14,156.43	308,391.60	69.84%
131	62000 Highway And Bridge Maintenance	1,580,621.00	115,721.34	158,415.26	68,457.93	1,353,747.81	85.65%
131	63100 Operation And Maintenance Of Equipment	349,484.00	17,786.70	22,895.65	53,481.20	273,107.15	78.15%
131	66000 Employee Benefits	24,725.00	235.00	15,191.00	0.00	9,534.00	38.56%
131	68000 Capital Outlay	714,000.00	0.00	0.00	230,300.00	483,700.00	67.75%
		\$ 3,110,426.00	\$ 163,697.66	\$ 315,549.88	\$ 366,395.56	\$ 2,428,480.56	78.08%

September 24, 2020

LAW OFFICES
CAPPS, CANTWELL, CAPPS & BYRD
1004 WEST FIRST NORTH STREET
MORRISTOWN, TENNESSEE 37814

PAUL R. CAPPS (1922-2003)

CHRISTOPHER P. CAPPS
DAVID S. BYRD

ELIANA LEAL, ASSOCIATE

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

August 31, 2020

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, 2020**

Dear Bill:

Please find enclosed two (2) invoices representing legal services rendered on behalf of Hamblen County, Tennessee during the month of August, 2020.

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

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

[HTTPS://CCCBLAW.SILAREPOINT.COM/SITES/LAWFILES/SHARED DOCUMENTS/HAMBLEN COUNTY/LETTERS%20TO%20BRITTAIN,BILL/INVOICE%20-%2008-31-20.DOCX](https://cccblaw.silarepoint.com/sites/lawfiles/shared/documents/HAMBLEN%20COUNTY/LETTERS%20TO%20BRITTAIN,BILL/INVOICE%20-%2008-31-20.DOCX)

September 24, 2020

Law Office of Capps, Cantwell, Capps, & Byrd

1004 W. 1st North Street
Morristown, TN 37816-1897

INVOICE

Invoice # 624
Date: 09/02/2020
Due On: 10/02/2020

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

00027-Hamblen County Government

General Account

Type	Date	Description	Quantity	Rate	Total
Service	08/01/2020	E-mail from Bill Brittain re: mask mandate	0.05	\$150.00	\$7.50
Service	08/03/2020	Phone conference with C. Bonnyman; letter to Securus; phone conference with Paul LeBel	1.00	\$150.00	\$150.00
Service	08/04/2020	E-mail from and to Trish Bowman re: records request; worked on pending litigation, research and call to Clerk and Master's office	1.35	\$150.00	\$202.50
Service	08/05/2020	E-mail to Betsy Stibler re: pending litigation	0.05	\$150.00	\$7.50
Service	08/06/2020	E-mail from Trish Bowman re: 8/10 committee meeting; e-mail from Jessica Skipper re: Smart Communication	0.10	\$150.00	\$15.00
Service	08/07/2020	E-mail to Jessica Skipper re: Smart Communication	0.05	\$150.00	\$7.50
Service	08/09/2020	E-mail from Bill Brittain re: Zencity	0.05	\$150.00	\$7.50
Service	08/10/2020	E-mails from and to Jeff Thompson and Bill Brittain re: pending litigation	0.10	\$150.00	\$15.00
Service	08/11/2020	E-mail from Marte Lawrence re: pending litigation; e- mails from and to Marte Lawrence re: Zencity	0.10	\$150.00	\$15.00
Service	08/12/2020	E-mail from Josh Martin re: Securus	0.05	\$150.00	\$7.50
Service	08/13/2020	E-mails from and to Bill Brittain re: rescue squad; draft Hold Harmless agreement	1.00	\$150.00	\$150.00
Service	08/14/2020	E-mail from Trish Bowman re: 8/20 commission; e-mail from Johnna Harrell re: Morgan Road	0.10	\$150.00	\$15.00

Service	08/17/2020	E-mails from Bill Brittain and Bobbi Hall re: rent of church space	0.05	\$150.00	\$7.50
Service	08/18/2020	E-mails from and to Josh Martin re: Securus	0.05	\$150.00	\$7.50
Service	08/20/2020	Phone conference with Josh Martin with Securus	0.25	\$150.00	\$37.50
Service	08/26/2020	Phone conference with Josh Martin with Securus	0.20	\$150.00	\$30.00
Service	08/27/2020	E-mails from and to Josh Martin and Bill Brittain re: Securus; e-mails from and to Bill Brittain re: land use agreement, review contract	0.50	\$150.00	\$75.00
Service	08/28/2020	E-mails from and to Jonathan Taylor re: pending litigation	0.05	\$150.00	\$7.50
Service	08/31/2020	E-mail to Betsy Stibler re: pending litigation	0.05	\$150.00	\$7.50
				Total	\$772.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
624	10/02/2020	\$772.50	\$0.00	\$772.50
Outstanding Balance				\$772.50
Amount in Trust				\$0.00
Total Amount Outstanding				\$772.50

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

Please pay within 30 days.

Law Office of Capps, Cantwell, Capps, & Byrd

1004 W. 1st North Street
Morristown, TN 37816-1897

INVOICE

Invoice # 625
Date: 09/02/2020
Due On: 10/02/2020

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

00068-Hamblen County Planning Department

Planning

Type	Date	Description	Quantity	Rate	Total
Service	08/06/2020	E-mails from and to Tommy McKinney re: property	0.10	\$150.00	\$15.00
Service	08/07/2020	E-mail from Tommy McKinney re: property	0.05	\$150.00	\$7.50
Service	08/12/2020	E-mails from Tommy McKinney re: property	0.10	\$150.00	\$15.00
Service	08/13/2020	E-mails from and to Tommy McKinney re: property	0.15	\$150.00	\$22.50
Service	08/14/2020	E-mails from and to Tommy McKinney re: property; letter to Davis	0.50	\$150.00	\$75.00
Service	08/18/2020	E-mail to Tommy McKinney re: citation	0.05	\$150.00	\$7.50
Service	08/24/2020	E-mails from and to Tommy McKinney re: property	0.10	\$150.00	\$15.00
Service	08/24/2020	Prepare Show Cause Order re: Goodwin and get signed by the Judge	0.70	\$150.00	\$105.00
Service	08/31/2020	Review e-mail from Bill Brittain and thread re: letter and respond to Bill Brittain	0.15	\$150.00	\$22.50
				Total	\$285.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
625	10/02/2020	\$285.00	\$0.00	\$285.00
Outstanding Balance				\$285.00
Amount in Trust				\$0.00
Total Amount Outstanding				\$285.00

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

Please pay within 30 days.

MONTHLY REPORT
 Hamblen County Coroner
 P.O. Box 1479
 Morristown, Tennessee 37816-1479
 Phones (423) Home 581-6229 Fax 289-1262 Cell 312-6322

September 1, 2020

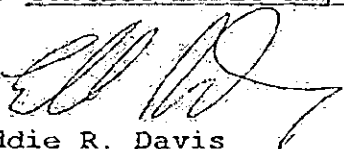
Hamblen County Commission
 C/O Mr. Bill Brittian, County Mayor
 Hamblen County Court House
 Morristown, Tennessee 37814

Dear Commissioners:

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

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	20389	08-06-20	Mrs. Ester Tompkins, 82, 2156 Eagle Trail
2.	20390	08-06-20	Mrs. Dail Schluth, 73, 250 Greenbriar Road
3.	20394	08-09-20	Miss. Elizabeth Toote, 91, 2526 Mall Drive
4.	20395	08-09-20	Mrs. Patricia Peterson, 77, Bybee, TN
5.	20396	08-09-20	Mr. Woodrow Daniel, 87, 5450 Brights Pike
6.	20397	08-10-20	Mrs. Que Gillette, 83, 3827 Shannon Drive
7.	20401	08-12-20	Ms. Alice Bell, 64, White Pine, TN
8.	20403	08-14-20	Mr. Charles Taylor, 58, Bean Station, TN
9.	20409	08-16-20	Mrs. Evelyn Grigby, 92, 1403 Navaho Trail
10.	20412	08-16-20	Mrs. Sue Johnson, 86, Rogersville, TN
11.	20415	08-19-20	Miss. Alma Davis, 79, 340 Gilbert Street
12.	20416	08-21-20	Mr. Kevin Graft, 70, 1650 Seven Oakes Drive
13.	20417	08-23-20	Mrs. Daisy Chambers, 90, 340 Locus Street
14.	20419	08-23-20	Mr. Jose Lopez, 57, 510 Montview Avenue
15.	20423	08-28-20	Ms. Camella Jessee, 68, 947 Mountain Laurel Road
16.	20424	08-29-20	Mr. Yuri Bustamante, 52, 2518 Plantation Drive
17.	20425	08-29-20	Ms. Sherry Millay, 63, 5144 Crystal Brook Drive

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


 Eddie R. Davis
 Hamblen County Coroner

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

** Omitted from previous Month's Report

*1 All home addresses are Hamblen County unless otherwise stated. C, Toxicology Samples Collected by Coroner's Office and sent to: AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

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

September 1, 2020

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.	20381	08-02-20	Mrs. Debra Wineman, 58, 1811 Spring Street
2.	20382	08-03-20	Mr. Terry Moore, 63, 227 West Croxdale
3.	20383	08-04-20	Mr. Ellis Blanton, 78, 1731 Canary Lane
4.	20385	08-05-20	Mrs. Phyllis Owens, 61, 2695 Halton Gaby Road
5.	20386	08-05-20	Mrs. Sharon Kemp, 78, Dandridge, TN
6.	20387	08-05-20	Mr. Leonard Patterson, 77, White Pine, TN
7.	20388	08-06-20	Mrs. Phyllis Arwood, 77, 337 Jacobs Road
8.	20391	08-07-20	Mr. Robert Thompson, 77, 3375 Robinson Creek Road
9.	20392	08-09-20	Mr. Luther Meyers, 85, 303 Elois Drive
10.	20393	08-09-20	Miss. Laura Childs, 68, 1706 Elgin Drive
11.	20398	08-11-20	Mrs. Anita Marcum, 53, Bean Station TN
12.	20399	08-12-20	Mr. Thomas Pittock, 72, 425 North Henry Street
13.	20400	08-12-20	Mrs. Kathryne Muncy, 81, 7798 Melanie Circle
14.	20402	08-13-20	Mr. James Rickard, 45, Bean Station, TN
15.	20404	08-14-20	Mr. Kenneth Burrell, 76, Bean Station, TN
16.	20405	08-14-20	Mr. Gary Epperson, 68, Ewing, TN
17.	20407	08-15-29	Mrs. Sharon Newton, 62, 126 Dorothy Drive
18.	20408	08-15-20	Mr. Joseph Bennett, 65, 6613 Rocky Top Road
19.	20413	08-17-20	Ms. Lily Kirkpatrick, 65, 1658 Elgin Drive
20.	20414	08-18-20	Mrs. Cynthia Lawson, 82, 832 West Second North Street
21.	20418	08-23-20	Mrs. Dwan Bradley, 83, 392 Ravenwood Drive
22.	20421	08-25-20	Mr. Charles Short, 68, 8625 Stagecoach Road
23.	20422	08-27-20	Ms. Rita Ortiz, 53, 222 Barclay Landing Drive

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

Sincerely,

23 Calls X \$40. = \$920.00

SIGNATURE ON FILE
 J.R. Thompson, Jr.
 Deputy Coroner

erd/jrt

CC: Hamblen County Medical Examiner
 Indicates Autopsy Performed
 All home addresses are Hamblen County unless otherwise stated.
 & Toxicology Samples Gathered and Sent to AXIS Forensic Toxicology
 (Formerly AIT Laboratories), Indianapolis, IN

September 24, 2020

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

September 1, 2020

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.	*20384	08-04-20	Mr.	65	Phillip Winters, Greenville, TN
2.	20405	08-15-20	Mr.	70	Danny Noah, 222 Western Avenue
3.	20410	08-16-20	Mr.	62	Aaron Lawson, 6156 Beacon Light
4.	20420	08-24-20	Mr.	87	William Williams, 1627 Oak Street

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

4 Calls X \$40. = \$160.00

Sincerely,

SIGNATURE ON FILE
 Jimmy Peoples
 Deputy Coroner

erd/jp

- CC: Hamblen County Medical Examiner
 * Indicates Autopsy Performed
 *1 All home addresses are Hamblen County unless otherwise stated.
 ** Omitted from last month's Report.
 & Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

MONTHLY REPORT
 Hamblen County Deputy Coroner
 437 Britton Drive
 Talbott, Tennessee 37877
 Phone: 423-312-7510

September 1, 2020

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.	60411	08-16-20	Mr., Joseph Gilbert, Jr., 73, 2417 Holder Street

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

1 Calls X \$40. = \$40.00

Sincerely,

SIGNATURE ON FILE

Jeffery Holt
 Deputy Coroner

erd/jh

CC: Hamblen County Medical Examiner
 * Indicates Autopsy Performed
 ** Omitted from previous Month's Report
 *1 All home addresses are Hamblen County unless otherwise stated.
 & Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT
 Laboratories), Indianapolis, IN
 CALLS ARE NOT ALWAYS IN DATE AND TIME ORDER!

**Hamblen County Commission
Finance Committee
Information Purposes Only**



**Budget Amendment approved by County Mayor for review by the County Commission.
(TCA 5-9-407)**

Fund 101 DEPT: Other Finance / Clerk's Satellite Office

Account Number	Description	Increase	Decrease
INCREASE APPROPRIATIONS:			
52900.399	Other Contracted Services	\$ 4,500.00	
52900.415	Electricity	\$ 6,200.00	
DECREASE APPROPRIATIONS:			
52900.435	Office Supplies		\$ 8,700.00
52900.709	Data Processing Equipment		\$ 2,000.00

Brief Descriptions of Issue:

To correct original budget posting

Requesting Department

Signature: *Anne Bryant Hurst*
 Title: *Finance Director*
 Date: *9/1/2020*

Approval by County Mayor

Signature: *Bill Burtain*
 Title: *County Mayor*
 Date: *9/1/2020*

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment

**Hamblen County Commission
Finance Committee
Information Purposes Only**



**Budget Amendment approved by County Mayor for review by the County Commission.
(TCA 5-9-407)**

Fund 101 DEPT: County Trustee's Office

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
52400.508	Premiums on Corporate Surety Bonds	\$ 224.00	
	DECREASE APPROPRIATIONS:		
52400.334	Maintenance Agreements		\$ 224.00

Brief Descriptions of issue:

To increase appropriations to cover the additional premium due to an increase in the covered bond amount for the County Trustee

Requesting Department
 Signature: [Handwritten Signature]
 Title: TRUSTEE
 Date: 8/26/20

Approval by County Mayor
 Signature: [Handwritten Signature]
 Title: County Mayor
 Date: 8-29-2020

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment

Hamblen County Commission
 Finance Committee
 Information Purposes Only



Budget Amendment approved by County Mayor for review by the County Commission.
 (TCA 5-9-407)

Fund 101 DEPT: Agricultural Extension Service

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
57100.140	Salary Supplements	\$ 577.38	
	DECREASE APPROPRIATIONS:		
57100.355	Travel		\$ 577.38

Brief Descriptions of issue:
 To adjust appropriations for UT Ag Extension to final agreed upon amounts

Requesting Department

Signature: Anne Bryant Hurst
 Title: Finance Director
 Date: 9-3-2020

Approval by County Mayor

Signature: Bill Burtain
 Title: County Mayor
 Date: 9-3-2020

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

**Hamblen County Commission
Finance Committee
Information Purposes Only**



Budget Amendment approved by County Mayor for review by the County Commission.
(TCA 5-9-407)

Fund 122 DEPT: Drug Enforcement

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
122.54150.524	In Service / Staff Development	\$ 2,000.00	
	DECREASE APPROPRIATIONS:		
122.54150.716	Law Enforcement Equipment		\$ 2,000.00

Brief Descriptions of issue:
To increase appropriations to cover the cost of two conferences for the narcotics officers.

Requesting Department

Signature: Dolores Hammond
Title: Executive Assistant
Date: 9-3-2020

Approval by County Mayor

Signature: Billy Burtain
Title: County Mayor
Date: 9-8-2020

For Finance Department Only
Reviewed by: _____
Budget Amendment



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

September 4, 2020

Honorable Bill H. Brittain, County Mayor
and Honorable Board of Commissioners
Hamblen County
511 West 2nd North Street
Morristown, TN 37814

Dear Mayor Brittain and Members of the Board:

This letter acknowledges receipt of a certified copy of the fiscal year 2021 budget.

We have reviewed the budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received. With regard to programs included in the budget such as education, roads, and corrections, we have not attempted to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. Please note local officials are required to ensure the budget remains balanced throughout the fiscal year and that all maintenance of effort requirements are met – our office has not reviewed or approved any maintenance of effort programs in this budget. Budget amendments must be sent to our office for formal acknowledgement after they are approved by the local governing body (submit to: LGF@cot.tn.gov).

Approval

This letter constitutes approval, by this office, for the County's fiscal year 2021 budget as adopted by the County Commission.

Changes to our Office

We are enclosing a memorandum about the newly created Division of Local Government Finance within the Comptroller's Office.

If you need further assistance, please contact your financial analyst, Lori Barnard, at 615.747.5347 or Lori.Barnard@cot.tn.gov.

Very truly yours,

A handwritten signature in black ink, appearing to read "B. Knotts".

Betsy Knotts
Director of the Division of Local Government Finance

cc: Mr. Bryan Burklin, Assistant Director, Division of Local Government Audit

Encl: Comptroller's Memorandum Regarding New Division

BK:lb



AUGUST 2020
JUSTICE CENTER/JAIL PROJECT COMMITTEE MINUTES

Hamblen County Government
Justice Center/Jail Project Committee
Monday, August 3, 2020
Hamblen County Courthouse-Large Courtroom

MINUTES

Members Present

Tim Horner, Jim Stepp, Eileen Arnwine, Chris Cutshaw, Bobby Haun, Mike Minnich, Howard Shipley,

Members Absent

Randy DeBord, Thomas Doty, Tim Goins, Jeff Akard, Joe Huntsman, Sr., Wayne NeSmith, Taylor Ward

Call to Order

Chairman Horner called the meeting to order at 5:00 p.m.

New Business

- a. Construction Manager Interview
 1. Matthew DeBardelaben
 2. SKANSKA

Adjournment

There being no further business Chairman Horner adjourned the meeting at 6:00 p.m.

Hamblen County Government
Justice Center/Jail Project Committee
Monday, August 4, 2020
Hamblen County Courthouse-Large Courtroom

MINUTES

Members Present

Tim Horner, Jim Stepp, Eileen Arnwine, Chris Cutshaw, Bobby Haun, Mike Minnich, Howard Shipley, Taylor Ward, Joe Huntsman, Sr.

Members Absent

Randy DeBord, Thomas Doty, Tim Goins, Jeff Akard, Wayne NeSmith,

Call to Order

Chairman Horner called the meeting to order at 5:00 p.m.

New Business

- a. Construction Manager Interview
 - 1. Volkert
 - 2. Burwill Constuction

Adjournment

There being no further business Chairman Horner adjourned the meeting at 6:30 p.m.

Hamblen County Government
Justice Center/Jail Project Committee
Monday, August 6, 2020
Hamblen County Courthouse-Large Courtroom

MINUTES

Members Present

Tim Horner, Jim Stepp, Eileen Arnwine, Chris Cutshaw, Bobby Haun, Mike Minnich, Taylor Ward, Joe Huntsman, Sr.

Members Absent

Randy DeBord, Thomas Doty, Tim Goins, Jeff Akard, Howard Shipley, Wayne NeSmith

Call to Order

Chairman Horner called the meeting to order at 5:00 p.m.

New Business

- a. Construction Manager Interview
 1. Smith-Doyle Contractors
 2. Codell Construction

Adjournment

There being no further business Chairman Horner adjourned the meeting at 6:10 p.m.

Hamblen County Government
Justice Center/Jail Project Committee
Monday, August 10, 2020
Hamblen County Courthouse-Large Courtroom

MINUTES

Members Present

Tim Horner, Jim Stepp, Eileen Arnwine, Chris Cutshaw, Randy DeBord, Thomas Doty, Tim Goins, Bobby Haun, Joe Huntsman, Sr., Mike Minnich, Wayne NeSmith, Howard Shipley, Taylor Ward

Members Absent

Jeff Akard

Call to Order

Chairman Horner called the meeting to order at 5:00 p.m.

New Business

- a. Construction Manager Interview
 - 1. Main Street Studio-Sam Moser, Principal Architect

Adjournment

There being no further business Chairman Horner adjourned the meeting at 5:40 p.m.

REGULAR CALENDAR ITEMS

Motion by Jim Stepp, seconded by Bobby Haun to approve the Regular Calendar Items with addition 4.b. under Consent Calendar Emergency Communication Board appointment.

Voting: "All in Favor say I"

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:

None

Motion Passed unanimously.

3.b.

Order #	Vote	Item
1		<u>Recognition/Presentations/Proclamations (Commission Chairman Howard Shipley)</u> a. Bob White-Planning Commission
2	Vote Vote Vote Vote Vote	<u>Nominations/Appointments (Commission Chairman Howard Shipley)</u> a. Election of Vice-Chairman (Off the Board) a. Election of Chairman (Off the Board) b. Salary of Chairman (Currently \$750 per month) (Off the Board) c. County Attorney (Off the Board) d. Civil Service Board (Off the Board)
3	Vote Vote	<u>Calendar and Rules Committee Report (Chairman Jim Stepp)</u> a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items
4	Vote	<u>Approval of Consent Calendar (Commission Chairman Howard Shipley)</u> a. Consent Calendar
5		<u>Public Comment Regarding Business of the Agenda Only (Commission Chairman Howard Shipley)</u>
6	Vote Vote Vote Vote Vote Vote Vote Vote	<u>Finance Committee (Chairman Randy DeBord)</u> a. Monthly Checks August 2020 b. Budget Amendments i. Hamblen County Department of Education Budget Amendment #2- Increase of \$159,403.11 ii. Hamblen County Department of Education Budget Amendment #3-Increase of \$251,672.00 iii. Fund #101 Circuit Court \$4,717 iv. Fund #101 Other Social, Cultural, and Recreational \$10,560 c. Public Official Bonds-Trustee-Scotty Long d. Animal Control Services e. 10 Day Rule
7	Vote	<u>Public Services Committee (Chairman Tim Goins)</u> a. Surplus Items for Circuit Court Clerk
8	Vote Vote Vote	<u>Justice Center/Jail Project Committee (Chairman Tim Horner)</u> a. Request to Bid Hale Property Development Project b. Bid Award for Commissioning Services c. BurWil Construction Company Contract
9		<u>Public Comment – General (Commission Chairman Howard Shipley)</u>
10		<u>Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Howard Shipley)</u> a. October Committee Meeting: <u>Tuesday</u> , October 13, 2020 at 5:30 at the Courthouse-Large Courtroom b. October Commission Meeting: Thursday, October 22, 2020 at 5:00 p.m. at the Courthouse-Large Courtroom
11		<u>Adjournment (Commission Chairman Howard Shipley)</u>

Thursday, September 24, 2020

Emergency Communication Board

Motion by Thomas Doty, seconded by Randy DeBord to approve the appointment of Tim Goins to fill the vacancy of the Emergency Communication Board (911). His term will expire August 31, 2022

Voting: "All in Favor say I"

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:

None

Motion Passed unanimously.

4.b.



September 16, 2020

Hamblen County Commission
Hamblen County Courthouse
511 W Second North Street
Morristown, TN 37814

Dear Commissioners,

Fellow commissioner Thomas Doty has resigned from the Hamblen County Emergency Communications Board (E-911) because of a scheduling conflict at work. I am requesting the confirmation of the appointment of Tim Goins to fill the vacancy. His term will expire August 31, 2021.

Do not hesitate to call with any questions.

Sincerely,

Bill Brittain
County Mayor

Cc: Eric Carpenter

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.585.4699

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

September 24, 2020

CONSENT CALENDAR

Motion by Tim Goins, seconded by Jeff Akard to approve the Consent Calendar .

Voting: "All in Favor say I"

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:

None

Motion Passed unanimously.

4.a.

CONSENT CALENDAR

September 24, 2020

Hamblen County Legislative Body

Order #	Item	Placed From
1	Approval of the Previous Month's Minutes – August 20, 2020	Commission Chairman
2	Approval of Notaries	County Clerk Penny Petty
3	Expenditure Reports – August 2020	Finance Committee
4	Planning Commission Building Permit Log – August 2020	Finance Committee
5	County Attorney Invoices – August 2020	Finance Committee
6	Coroner's Monthly Report – August 2020	Finance Committee
7	Budget Amendments-Approved by the County Mayor i. Fund #101 Other Finance/Clerk's Satellite Office \$10,700 ii. Fund # 101 County Trustee's Office \$224 iii. Fund #101 Agricultural Extension Service \$577.38 iv. Fund #122 Drug Enforcement \$2,000	Finance Committee
8	State of Tennessee Comptroller Letter of Acknowledgement-Receipt of Certified Copy of the Fiscal Year 2021 Budget	Finance Committee
9	Approval of the Previous Month's Minutes of the Justice Center/Jail Project Committee August 3, 2020, August 4, 2020, August 6, 2020, August 10, 2020	Justice Center/Jail Project Committee

Thursday, September 24, 2020

Public Comment

Commission Chairman Howard Shipley said

“Let the record reflect that Linda Noe has refused to abide
by the rules of this body”.

MONTHLY CHECKS

Motion by Randy DeBord, seconded by Thomas Doty to approve the August 2020 monthly checks Submitted by the County Mayors Office.

Voting for:

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:

None

Motion Passed unanimously.

6.a



MONTHLY CHECKS

AUGUST 2020

August 2020
 101 Vendor Checks Associated with FY19-20 Encumbrances

<u>Vendor:</u>	<u>Check #:</u>	<u>Check Amount:</u>	<u>Check Amount by Account:</u>	<u>Expensed To:</u>	<u>Account Description</u>
Charlton S. Stanley	1010268338	750.00	750.00	101-54210-322	Jail - Evaluation & Testing
Duffield Aquatics Inc.	1010268346	384.48	384.48	101-56700-499	Parks & Fair Boards - Other Supplies & Materials
Interstate Tractor	1010268360	15.45	15.45	101-56700-336	Parks & Fair Boards - Maint. & Repair Svcs - Equip.
Ionogen, LLC	1010268361	967.20	967.20	101-51300-599	County Mayor - Other Charges
Lane Sales Power Equipment	1010268385	169.95	169.95	101-56700-336	Parks & Fair Boards - Maint. & Repair Svcs - Equip.
Lowe's	1010268367	111.22	5.69	101-51810-335	Other Facilities - Maint. & Repair Svcs - Buildings
Lowe's	1010268367		36.99	101-51810-335	Other Facilities - Maint. & Repair Svcs - Buildings
Lowe's	1010268367		68.54	101-51810-335	Other Facilities - Maint. & Repair Svcs - Buildings
Quality Waste	1010268375	25.00	25.00	101-52900-351	Other Finance Rentals
Relief Septic Service	1010268376	3,100.00	3,100.00	101-54210-335	Jail - Maint. & Repair Svcs - Buildings
Unifirst	1010268393	181.76	33.96	101-51810-410	Other Facilities - Custodial Supplies
Unifirst	1010268393		35.80	101-51810-410	Other Facilities - Custodial Supplies
Unifirst	1010268393		35.80	101-51810-410	Other Facilities - Custodial Supplies
Unifirst	1010268393		35.80	101-51810-410	Other Facilities - Custodial Supplies
Unifirst	1010268393		40.40	101-51810-410	Other Facilities - Custodial Supplies
English Mountain Spring Water	1010268415	16.00	16.00	101-53300-435-00002	General Sessions II - Office Supplies
Country Lock & Key	1010268443	501.00	34.50	101-51810-335	Other Facilities - Maint. & Repair Svcs - Buildings
Country Lock & Key	1010268443		466.50	101-51810-335	Other Facilities - Maint. & Repair Svcs - Buildings
Suntrust Bankcard, NA	1010268446	33.95	(37.41)	101-54410-599	Civil Defense - Other Charges
Suntrust Bankcard, NA	1010268446		71.36	101-54410-599	Civil Defense - Other Charges
Canon Solutions America, Inc	1010268591	246.50	98.75	101-51720-351	Planning - Rentals
Canon Solutions America, Inc	1010268591		147.75	101-52500-351	Planning - Rentals
Evans Office Supply Co	1010268637	3.99	3.99	101-53100-435	Circuit Court - Office Supplies
Ultimate Shine 3 Minute Express Car Wash	1010268660	390.00	15.00	101-51720-338	Planning - Maint. & Repair Svcs. - Vehicles
Ultimate Shine 3 Minute Express Car Wash	1010268660		30.00	101-52300-338	Prop. Assessor - Maint. & Repair Svcs. - Vehicles
Ultimate Shine 3 Minute Express Car Wash	1010268660		60.00	101-51810-338	Other Facilities - Maint. & Repair Svcs. - Vehicles
Ultimate Shine 3 Minute Express Car Wash	1010268660		285.00	101-54110-338	Sheriff's Dept. - Maint. & Repair Svcs. - Vehicles
		6,896.50	6,896.50		

COMMISSION APPROVAL LISTING
MONTHLY CHECKS

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
34120	000	Object Code (000)	2020-08-06	1010268338	Charlton S. Stanley	750.00
34120	000	Object Code (000)	2020-08-06	1010268346	Duffield Aquatics Inc.	384.48
34120	000	Object Code (000)	2020-08-06	1010268360	Interstate Tractor	15.45
34120	000	Object Code (000)	2020-08-06	1010268361	Ionogen, LLC	967.20
34120	000	Object Code (000)	2020-08-06	1010268365	Lane Sales Power Equipment	169.95
34120	000	Object Code (000)	2020-08-06	1010268367	Lowe's	111.22
34120	000	Object Code (000)	2020-08-06	1010268375	Quality Waste	25.00
34120	000	Object Code (000)	2020-08-06	1010268376	Relief Septic Service	3,100.00
34120	000	Object Code (000)	2020-08-06	1010268393	Unifirst	181.76
34120	000	Object Code (000)	2020-08-13	1010268415	English Mountain Spring Water	16.00
34120	000	Object Code (000)	2020-08-13	1010268443	Town & Country Lock & Key	501.00
34120	000	Object Code (000)	2020-08-13	1010268446	Suntrust Bankcard, NA	33.95
34120	000	Object Code (000)	2020-08-20	1010268591	Canon Solutions America, Inc	246.50
34120	000	Object Code (000)	2020-08-27	1010268637	Evans Office Supply Co	3.99
34120	000	Object Code (000)	2020-08-27	1010268660	Ultimate Shine 3 Minute Express Car Wash	390.00
34120	.....	Encumbrances - Prior Year			Total: 15	6,896.50
51990	000	Object Code (000)	2020-08-13	1010268419	Hamblen Co Register Of Deeds	68.00
51990	.....	Other Local Revenues			Total: 1	68.00
51300	312	Contracts With Private Agencies	2020-08-27	1010268653	Smith, Jerry Allen	100.00
51300	599	Other Charges	2020-08-20	1010268616	United Parcel Service	12.87
51300	.....	County Commission			Total: 2	112.87
51300	307	Communication	2020-08-06	1010268337	Century Link/Business Services	37.35
51300	307	Communication	2020-08-13	1010268398	AT&T	90.00
51300	351	Rentals	2020-08-20	1010268591	Canon Solutions America, Inc	227.87
51300	355	Travel	2020-08-06	1010268335	Brittain, William H	35.72
51300	435	Office Supplies	2020-08-27	1010268637	Evans Office Supply Co	276.00
51300	435	Office Supplies	2020-08-27	1010268665	Walmart Community BRC	41.58
51300	599	Other Charges	2020-08-06	1010268361	Ionogen, LLC	0.00
51300	599	Other Charges	2020-08-06	1010268380	State of Tennessee - Office of Business and Finan	715.12
51300	599	Other Charges	2020-08-13	1010268409	Citizen Tribune	1,932.48
51300	599	Other Charges	2020-08-13	1010268415	English Mountain Spring Water	21.50
51300	599	Other Charges	2020-08-13	1010268446	Suntrust Bankcard, NA	383.96
51300	599	Other Charges	2020-08-20	1010268602	Lakeway Printers	2,334.95
51300	599	Other Charges	2020-08-27	1010268658	Tucker, Robert	49.99
51300	.....	County Mayor/Executive			Total: 13	6,146.52
51400	331	Legal Services	2020-08-13	1010268406	Capps, Cantwell, Capps & Byrd	1,457.75
51400	.....	County Attorney			Total: 1	1,457.75
51500	193	Election Worker	2020-08-13	1010268447	ALLEN, SALLY N	125.00

COMMISSION APPROVAL LISTING
MONTHLY CHECKS

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51500	193	Election Worker	2020-08-13	1010268448	ANDERSON, MARTHA M	125.00
51500	193	Election Worker	2020-08-13	1010268449	ARMSTRONG, CONNIE	50.00
51500	193	Election Worker	2020-08-13	1010268450	Arnold, Luke Aaron	125.00
51500	193	Election Worker	2020-08-13	1010268451	Ayers, Malcolm M	125.00
51500	193	Election Worker	2020-08-13	1010268452	Ayers, Teresa B	25.00
51500	193	Election Worker	2020-08-13	1010268453	BARKER, DAWN	50.00
51500	193	Election Worker	2020-08-13	1010268454	Bentley, Virginia	125.00
51500	193	Election Worker	2020-08-13	1010268456	Burchell, Neill H	125.00
51500	193	Election Worker	2020-08-13	1010268457	Burgin, Bryan	50.00
51500	193	Election Worker	2020-08-13	1010268458	BURGIN, GORDON	50.00
51500	193	Election Worker	2020-08-13	1010268459	CAMPBELL, JOCELYN P	155.00
51500	193	Election Worker	2020-08-13	1010268461	CLABORN, JIMMY W	155.00
51500	193	Election Worker	2020-08-13	1010268462	COLE, GINGER F	125.00
51500	193	Election Worker	2020-08-13	1010268463	COLLINS, RHONDA D	125.00
51500	193	Election Worker	2020-08-13	1010268464	CONWAY, PATRICE MC	125.00
51500	193	Election Worker	2020-08-13	1010268465	Cook, Betty	125.00
51500	193	Election Worker	2020-08-13	1010268466	Cowan, Christy Miller	125.00
51500	193	Election Worker	2020-08-13	1010268467	CROSS, PEGGY J	125.00
51500	193	Election Worker	2020-08-13	1010268468	DAMON, JOYCE A	125.00
51500	193	Election Worker	2020-08-13	1010268469	DAMON, RAYMOND G	125.00
51500	193	Election Worker	2020-08-13	1010268470	DAVIS, KATHERINE A	125.00
51500	193	Election Worker	2020-08-13	1010268471	DIBB, DOUGLAS R	155.00
51500	193	Election Worker	2020-08-13	1010268472	DICKERSON, TERRY	50.00
51500	193	Election Worker	2020-08-13	1010268473	Dixon, Jason	50.00
51500	193	Election Worker	2020-08-13	1010268474	DOBBINS, DARRELL G	155.00
51500	193	Election Worker	2020-08-13	1010268475	DOBBINS, ELIZABETH H	155.00
51500	193	Election Worker	2020-08-13	1010268476	DOVER, SONDA M	125.00
51500	193	Election Worker	2020-08-13	1010268477	DREHER, ERIC F	125.00
51500	193	Election Worker	2020-08-13	1010268478	Dubois, Hannah	125.00
51500	193	Election Worker	2020-08-13	1010268479	Dubois, Ronald E	125.00
51500	193	Election Worker	2020-08-13	1010268481	ETTER, JANICE L	125.00
51500	193	Election Worker	2020-08-13	1010268482	EVANS, C DWAIN	125.00
51500	193	Election Worker	2020-08-13	1010268486	GARRISON, RANDY	50.00
51500	193	Election Worker	2020-08-13	1010268488	GILBERT, SANDY	50.00
51500	193	Election Worker	2020-08-13	1010268489	GOODSON, EVELYN R	125.00
51500	193	Election Worker	2020-08-13	1010268490	GREENE, SUSAN H	125.00
51500	193	Election Worker	2020-08-13	1010268491	GREENE, SUSAN S	125.00
51500	193	Election Worker	2020-08-13	1010268492	GUTHRIE, EDDIE R	125.00
51500	193	Election Worker	2020-08-13	1010268493	Hall, Pamela A	125.00
51500	193	Election Worker	2020-08-13	1010268494	HANCOCK, AMY R	125.00
51500	193	Election Worker	2020-08-13	1010268495	Harrell, David M	155.00
51500	193	Election Worker	2020-08-13	1010268496	HARRIS, CHRISTINE G	125.00
51500	193	Election Worker	2020-08-13	1010268497	HARRIS, CLEO M	125.00

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Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51500	193	Election Worker	2020-08-13	1010268498	HERNON, JENNIFER F	125.00
51500	193	Election Worker	2020-08-13	1010268499	HODGES, CHARLES DONALD	125.00
51500	193	Election Worker	2020-08-13	1010268500	Hodges, Linda Turner	125.00
51500	193	Election Worker	2020-08-13	1010268501	Holt, Aaron	50.00
51500	193	Election Worker	2020-08-13	1010268502	HONEYCUTT, DALLAS E	155.00
51500	193	Election Worker	2020-08-13	1010268504	Howard, Mary Elizabeth	125.00
51500	193	Election Worker	2020-08-13	1010268505	HOWINGTON, BETTY T	155.00
51500	193	Election Worker	2020-08-13	1010268506	HULL, MARY E	125.00
51500	193	Election Worker	2020-08-13	1010268507	Hunter, Rebecca D	125.00
51500	193	Election Worker	2020-08-13	1010268509	Inman, Verna M	125.00
51500	193	Election Worker	2020-08-13	1010268510	Jackson, Clifton D	125.00
51500	193	Election Worker	2020-08-13	1010268511	JACKSON, KATHY ANN	125.00
51500	193	Election Worker	2020-08-13	1010268512	James, Billy	50.00
51500	193	Election Worker	2020-08-13	1010268514	Johns, Kristen A	125.00
51500	193	Election Worker	2020-08-13	1010268517	Kimbrough, Pamela	125.00
51500	193	Election Worker	2020-08-13	1010268518	KNIGHT, JANICE R	125.00
51500	193	Election Worker	2020-08-13	1010268519	LAMB, WILLIAM	50.00
51500	193	Election Worker	2020-08-13	1010268520	Lande, Linda Marie	125.00
51500	193	Election Worker	2020-08-13	1010268521	Lee, Franklin H	125.00
51500	193	Election Worker	2020-08-13	1010268523	Longhenry, Betty J	125.00
51500	193	Election Worker	2020-08-13	1010268525	MAHAN, VICKI M	125.00
51500	193	Election Worker	2020-08-13	1010268526	MARSHALL, DAVID R	125.00
51500	193	Election Worker	2020-08-13	1010268528	MATTHEWS, LISA M	125.00
51500	193	Election Worker	2020-08-13	1010268529	McDonald, Rita F	125.00
51500	193	Election Worker	2020-08-13	1010268530	MCLENDON, ROBERT C	125.00
51500	193	Election Worker	2020-08-13	1010268531	Mills, Janice F	125.00
51500	193	Election Worker	2020-08-13	1010268532	MOSES, CYNTHIA T	125.00
51500	193	Election Worker	2020-08-13	1010268533	Muller, Jon L	125.00
51500	193	Election Worker	2020-08-13	1010268534	Munroe, Ashlee P	125.00
51500	193	Election Worker	2020-08-13	1010268536	NEWMAN, LYNN P	125.00
51500	193	Election Worker	2020-08-13	1010268538	Oakberg, Frank L	125.00
51500	193	Election Worker	2020-08-13	1010268540	PETERSON, CAROL W	125.00
51500	193	Election Worker	2020-08-13	1010268541	Pickard, Sheilah K	25.00
51500	193	Election Worker	2020-08-13	1010268542	Porter, Linda S	155.00
51500	193	Election Worker	2020-08-13	1010268543	PRICE, SYDNEY HARPER	125.00
51500	193	Election Worker	2020-08-13	1010268544	Pritchard, Rachel	125.00
51500	193	Election Worker	2020-08-13	1010268545	RAMSEY, JAMES E	125.00
51500	193	Election Worker	2020-08-13	1010268546	Riggs, Tina Harbison	125.00
51500	193	Election Worker	2020-08-13	1010268547	ROPER, AMY L	155.00
51500	193	Election Worker	2020-08-13	1010268548	Santizo-Johnson, Isaac Luc	125.00
51500	193	Election Worker	2020-08-13	1010268549	Schwalb, Kaye M	125.00
51500	193	Election Worker	2020-08-13	1010268550	Schwalb, Robert B	75.00
51500	193	Election Worker	2020-08-13	1010268552	Seal, Joel K	125.00

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Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51500	193	Election Worker	2020-08-13	1010268553	Semeraro, Barbara	125.00
51500	193	Election Worker	2020-08-13	1010268554	SHARP, ALAN D	155.00
51500	193	Election Worker	2020-08-13	1010268555	SHARP, SHERRY S	125.00
51500	193	Election Worker	2020-08-13	1010268556	Skidmore, Diana Irene	125.00
51500	193	Election Worker	2020-08-13	1010268557	Skidmore, Michael Thomas	125.00
51500	193	Election Worker	2020-08-13	1010268558	Smallman-Lloyd, Deana	125.00
51500	193	Election Worker	2020-08-13	1010268559	SNODGRASS, ANGELA G	125.00
51500	193	Election Worker	2020-08-13	1010268562	STEADMAN, GEORGE F	155.00
51500	193	Election Worker	2020-08-13	1010268563	STUBBLEFIELD, BUDDIE T	125.00
51500	193	Election Worker	2020-08-13	1010268564	STUBBLEFIELD, CHARLES O	155.00
51500	193	Election Worker	2020-08-13	1010268565	Swann, Joseph M	125.00
51500	193	Election Worker	2020-08-13	1010268566	Tabor, Thomas R	75.00
51500	193	Election Worker	2020-08-13	1010268567	Thaxton, Claudia R	125.00
51500	193	Election Worker	2020-08-13	1010268568	THOMAS, RITA E	125.00
51500	193	Election Worker	2020-08-13	1010268569	THOMPSON, ROSALIND RM	125.00
51500	193	Election Worker	2020-08-13	1010268570	Trent, Jean	50.00
51500	193	Election Worker	2020-08-13	1010268572	Wallen Greene, Linda Sue	125.00
51500	193	Election Worker	2020-08-13	1010268573	WEBB, EDITH O	125.00
51500	193	Election Worker	2020-08-13	1010268574	WEDDINGTON, JOSHUA M	155.00
51500	193	Election Worker	2020-08-13	1010268575	Weems, Ricky L	125.00
51500	193	Election Worker	2020-08-13	1010268577	Weston, Louia	50.00
51500	193	Election Worker	2020-08-13	1010268578	Wilkerson, Ralph W	155.00
51500	193	Election Worker	2020-08-13	1010268579	WILKES, GERALD L	125.00
51500	193	Election Worker	2020-08-13	1010268580	Winstead, Donna	125.00
51500	193	Election Worker	2020-08-13	1010268581	Wisecarver, Pam G	125.00
51500	193	Election Worker	2020-08-13	1010268582	Woods, Jamie D	125.00
51500	193	Election Worker	2020-08-13	1010268583	YOUNT, TIM	50.00
51500	193	Election Worker	2020-08-20	1010268613	Tabor, Thomas R	50.00
51500	307	Communication	2020-08-06	1010268337	Century Link/Business Services	4.64
51500	307	Communication	2020-08-13	1010268398	AT&T	21.16
51500	312	Contracts With Private Agencies	2020-08-13	1010268403	Brotherton, Landree	1,500.00
51500	312	Contracts With Private Agencies	2020-08-13	1010268425	Leonard, Stewart C	1,500.00
51500	312	Contracts With Private Agencies	2020-08-20	1010268604	Microvote Corporation	4,700.00
51500	332	Legal Notices, Recording And Court Costs	2020-08-20	1010268595	Citizen Tribune	2,122.99
51500	349	Printing, Stationery And Forms	2020-08-06	1010268368	Morristown Signs, Inc	110.00
51500	351	Rentals	2020-08-20	1010268591	Canon Solutions America, Inc	117.42
51500	435	Office Supplies	2020-08-13	1010268415	English Mountain Spring Water	5.00
51500	435	Office Supplies	2020-08-27	1010268637	Evans Office Supply Co	136.94
51500	719	Office Equipment	2020-08-27	1010268635	Cumberland Glass Company	348.51
51500	.....	Election Commission			Total: 126	23,966.66
51600	307	Communication	2020-08-06	1010268337	Century Link/Business Services	1.69
51600	320	Dues And Memberships	2020-08-06	1010268341	County Officials Association	728.00

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ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51600	320	Dues And Memberships	2020-08-06	1010268387	Tn Registers Association	160.00
51600	348	Postal Charges	2020-08-06	1010268394	United States Postal Service	288.00
51600	709	Data Processing Equipment	2020-08-06	1010268336	Business Information Systems	55.00
51600	709	Data Processing Equipment	2020-08-13	1010268405	Business Information Systems	1,271.00
51600	709	Data Processing Equipment	2020-08-20	1010268590	Business Information Systems	9.00
51600	709	Data Processing Equipment	2020-08-27	1010268637	Evans Office Supply Co	211.38
51600	.....	Register Of Deeds			Total: 8	2,724.07
51720	307	Communication	2020-08-06	1010268337	Century Link/Business Services	4.89
51720	332	Legal Notices, Recording And Court Costs	2020-08-20	1010268595	Citizen Tribune	25.53
51720	338	Maintenance And Repair Services - Vehicles	2020-08-27	1010268660	Ultimate Shine 3 Minute Express Car Wash	15.00
51720	351	Rentals	2020-08-20	1010268591	Canon Solutions America, Inc	0.00
51720	425	Gasoline	2020-08-06	1010268352	Fuelman	61.57
51720	509	Refunds	2020-08-06	1010268333	Arteaga, Martin	50.00
51720	.....	Planning			Total: 6	156.99
51550	331	Legal Services	2020-08-13	1010268406	Capps, Cantwell, Capps & Byrd	277.50
51550	.....	Codes Compliance			Total: 1	277.50
51810	169	Part-Time Personnel	2020-08-06	1010268332	Alonso, Ana G	600.00
51810	307	Communication	2020-08-13	1010268398	AT&T	950.38
51810	307	Communication	2020-08-13	1010268399	AT&T	636.38
51810	334	Maintenance Agreements	2020-08-06	1010268370	Murrell Burglar Alarm Co Inc	78.00
51810	335	Maintenance And Repair Service - Buildings	2020-08-06	1010268347	Fenco Supply Co	112.72
51810	335	Maintenance And Repair Service - Buildings	2020-08-06	1010268367	Lowe's	140.39
51810	335	Maintenance And Repair Service - Buildings	2020-08-13	1010268443	Town & Country Lock & Key	0.00
51810	336	Maintenance And Repair Services - Equipment	2020-08-06	1010268372	NAPA Auto Parts Of Morristown	13.76
51810	338	Maintenance And Repair Services - Vehicles	2020-08-27	1010268660	Ultimate Shine 3 Minute Express Car Wash	60.00
51810	399	Other Contracted Services	2020-08-13	1010268415	English Mountain Spring Water	28.00
51810	410	Custodial Supplies	2020-08-06	1010268393	Unifirst	0.00
51810	410	Custodial Supplies	2020-08-13	1010268444	Tractor Supply	34.99
51810	415	Electricity	2020-08-27	1010268644	Morristown Utilities	24,756.00
51810	425	Gasoline	2020-08-06	1010268352	Fuelman	348.54
51810	434	Natural Gas	2020-08-20	1010268587	Atmos Energy	779.39
51810	451	Uniforms	2020-08-06	1010268393	Unifirst	260.80
51810	.....	Other Facilities			Total: 16	28,799.35
51910	351	Rentals	2020-08-20	1010268591	Canon Solutions America, Inc	117.42
51910	435	Office Supplies	2020-08-20	1010268614	Tn State Library & Archives	600.00
51910	.....	Preservation Of Records			Total: 2	717.42
52100	312	Contracts With Private Agencies	2020-08-27	1010268651	Russell, Lawrance G.	2,394.47
52100	320	Dues And Memberships	2020-08-06		Hamblen County Clerk	-75.00

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ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
52100	320	Dues And Memberships	2020-08-08	1010268356	Hamblen County Clerk	75.00
52100	320	Dues And Memberships	2020-08-12	1010268396	Hamblen County Clerk	70.00
52100	435	Office Supplies	2020-08-27	1010268637	Evans Office Supply Co	558.20
52100	.....	Accounting And Budgeting			Total: 5	3,022.67
52200	302	Advertising	2020-08-13	1010268409	Citizen Tribune	107.89
52200	.....	Purchasing			Total: 1	107.89
52300	307	Communication	2020-08-06	1010268337	Century Link/Business Services	1.72
52300	320	Dues And Memberships	2020-08-13	1010268440	TN Assn Of Assessing Officers	1,350.00
52300	338	Maintenance And Repair Services - Vehicles	2020-08-27	1010268660	Ultimate Shine 3 Minute Express Car Wash	30.00
52300	425	Gasoline	2020-08-06	1010268352	Fuelman	134.18
52300	435	Office Supplies	2020-08-13	1010268415	English Mountain Spring Water	34.00
52300	435	Office Supplies	2020-08-13	1010268446	Suntrust Bankcard, NA	258.00
52300	435	Office Supplies	2020-08-27	1010268637	Evans Office Supply Co	11.88
52300	.....	Property Assessor's Office			Total: 7	1,819.78
52310	351	Rentals	2020-08-20	1010268591	Canon Solutions America, Inc	108.58
52310	.....	Reappraisal Program			Total: 1	108.58
52400	320	Dues And Memberships	2020-08-20	1010268598	East Tennessee Trustee Assoc	20.00
52400	351	Rentals	2020-08-20	1010268591	Canon Solutions America, Inc	117.42
52400	435	Office Supplies	2020-08-13	1010268415	English Mountain Spring Water	13.00
52400	.....	County Trustee's Office			Total: 3	150.42
52500	169	Part-Time Personnel	2020-08-06	1010268366	Lawson, Jenna	575.00
52500	169	Part-Time Personnel	2020-08-13	1010268424	Lawson, Jenna	575.00
52500	307	Communication	2020-08-06	1010268337	Century Link/Business Services	6.66
52500	307	Communication	2020-08-13	1010268398	AT&T	42.32
52500	351	Rentals	2020-08-20	1010268591	Canon Solutions America, Inc	0.00
52500	355	Travel	2020-08-06	1010268339	Conway, Sharon L	69.04
52500	355	Travel	2020-08-13	1010268446	Suntrust Bankcard, NA	-607.60
52500	435	Office Supplies	2020-08-13	1010268415	English Mountain Spring Water	23.00
52500	435	Office Supplies	2020-08-27	1010268637	Evans Office Supply Co	708.18
52500	.....	County Clerk's Office			Total: 9	1,391.60
52600	307	Communication	2020-08-06	1010268395	Verizon Wireless	48.50
52600	312	Contracts With Private Agencies	2020-08-06	1010268350	Foothills Netcom, Inc.	293.50
52600	312	Contracts With Private Agencies	2020-08-20	1010268608	MUS Fibernet	311.90
52600	317	Data Processing Services	2020-08-06	1010268391	Tucker, Robert	79.99
52600	317	Data Processing Services	2020-08-13	1010268446	Suntrust Bankcard, NA	295.00
52600	317	Data Processing Services	2020-08-27	1010268658	Tucker, Robert	79.99
52600	709	Data Processing Equipment	2020-08-27	1010268630	CDW Government, Inc	398.05

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ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
52600	709	Data Processing Equipment	2020-08-27	1010268637	Evans Office Supply Co	138.00
52600	.....	Data Processing			Total: 8	1,644.93
52900	307	Communication	2020-08-06	1010268337	Century Link/Business Services	1.43
52900	307	Communication	2020-08-13	1010268398	AT&T	478.80
52900	317	Data Processing Services	2020-08-06	1010268371	MUS Fibernet	113.88
52900	330	Operating Lease Payments	2020-08-27	1010268652	Sawyer, Mark	2,100.00
52900	335	Maintenance And Repair Service - Buildings	2020-08-06	1010268349	Fish Window Cleaning	27.00
52900	351	Rentals	2020-08-06	1010268375	Quality Waste	0.00
52900	351	Rentals	2020-08-20	1010268593	Centriworks, a Thermocopy Company	20.00
52900	399	Other Contracted Services	2020-08-06	1010268340	Corner, Angel M	690.00
52900	399	Other Contracted Services	2020-08-13	1010268411	Corner, Angel M	690.00
52900	415	Electricity	2020-08-13	1010268430	Morristown Utilities	726.00
52900	435	Office Supplies	2020-08-13	1010268405	Business Information Systems	264.00
52900	435	Office Supplies	2020-08-13	1010268415	English Mountain Spring Water	22.00
52900	435	Office Supplies	2020-08-27	1010268637	Evans Office Supply Co	217.00
52900	.....	Other Finance			Total: 13	5,350.11
53100	307	Communication	2020-08-06	1010268337	Century Link/Business Services	11.43
53100	307	Communication	2020-08-13	1010268398	AT&T	42.32
53100	349	Printing, Stationery And Forms	2020-08-13	1010268436	Schwaab Inc	52.70
53100	349	Printing, Stationery And Forms	2020-08-20	1010268610	Shred-It	13.56
53100	351	Rentals	2020-08-20	1010268591	Canon Solutions America, Inc	457.95
53100	399	Other Contracted Services	2020-08-13	1010268446	Suntrust Bankcard, NA	15.00
53100	435	Office Supplies	2020-08-27	1010268637	Evans Office Supply Co	647.42
53100	.....	Circuit Court			Total: 7	1,240.38
53300	307	Communication	2020-08-06	1010268337	Century Link/Business Services	8.35
53300	307	Communication	2020-08-13	1010268398	AT&T	21.16
53300	320	Dues And Memberships	2020-08-13	1010268402	Board Of Professional Responsibility	175.00
53300	351	Rentals	2020-08-20	1010268591	Canon Solutions America, Inc	84.70
53300	435	Office Supplies	2020-08-13	1010268415	English Mountain Spring Water	23.00
53300	435	Office Supplies	2020-08-13	1010268446	Suntrust Bankcard, NA	142.56
53300	.....	General Sessions Court			Total: 6	454.77
53330	307	Communication	2020-08-13	1010268398	AT&T	42.32
53330	351	Rentals	2020-08-20	1010268591	Canon Solutions America, Inc	117.42
53330	435	Office Supplies	2020-08-13	1010268415	English Mountain Spring Water	8.00
53330	499	Other Supplies And Materials	2020-08-13	1010268417	Food City	387.51
53330	.....	Drug Court			Total: 4	555.25
53400	307	Communication	2020-08-06	1010268337	Century Link/Business Services	5.72
53400	307	Communication	2020-08-13	1010268398	AT&T	21.16

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ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
53400	320	Dues And Memberships	2020-08-20	1010268597	County Officials Association	728.00
53400	351	Rentals	2020-08-20	1010268591	Canon Solutions America, Inc	147.75
53400	435	Office Supplies	2020-08-13	1010268415	English Mountain Spring Water	13.00
53400	.....	Chancery Court			Total: 5	915.63
53500	307	Communication	2020-08-06	1010268337	Century Link/Business Services	1.71
53500	309	Contracts With Government Agencies	2020-08-13	1010268435	Richard L Bean Juvenile Srv	870.00
53500	309	Contracts With Government Agencies	2020-08-27	1010268650	Richard L Bean Juvenile Srv	435.00
53500	351	Rentals	2020-08-20	1010268591	Canon Solutions America, Inc	117.42
53500	399	Other Contracted Services	2020-08-27	1010268657	Trent, Chris	600.00
53500	422	Food Supplies	2020-08-13	1010268415	English Mountain Spring Water	15.00
53500	435	Office Supplies	2020-08-27	1010268637	Evans Office Supply Co	123.80
53500	.....	Juvenile Court			Total: 7	2,162.93
53920	524	In Service/Staff Development	2020-08-20	1010268621	Walters State Comm College	275.00
53920	.....	Courtroom Security			Total: 1	275.00
54110	307	Communication	2020-08-06	1010268337	Century Link/Business Services	58.06
54110	307	Communication	2020-08-06	1010268395	Verizon Wireless	1,850.42
54110	307	Communication	2020-08-13	1010268398	AT&T	105.80
54110	307	Communication	2020-08-20	1010268619	Verizon Wireless	1,854.26
54110	320	Dues And Memberships	2020-08-13	1010268584	Suntrust Bankcard, NA	165.00
54110	334	Maintenance Agreements	2020-08-06	1010268374	Professional and Technical Software Solutions, Inc	16,650.00
54110	338	Maintenance And Repair Services - Vehicles	2020-08-06	1010268345	Drinnon, Kenny	3,697.57
54110	338	Maintenance And Repair Services - Vehicles	2020-08-13	1010268404	Burgin, Chad R	504.88
54110	338	Maintenance And Repair Services - Vehicles	2020-08-13	1010268439	Synergy Auto Wash	459.34
54110	338	Maintenance And Repair Services - Vehicles	2020-08-20	1010268618	Valvoline, Inc.	54.48
54110	338	Maintenance And Repair Services - Vehicles	2020-08-27	1010268660	Ultimate Shine 3 Minute Express Car Wash	285.00
54110	348	Postal Charges	2020-08-13	1010268416	Federal Express	72.19
54110	351	Rentals	2020-08-20	1010268591	Canon Solutions America, Inc	173.21
54110	399	Other Contracted Services	2020-08-06	1010268388	Transunion Risk & Alternative	50.00
54110	399	Other Contracted Services	2020-08-27	1010268647	Murrell Burglar Alarm Co Inc	58.00
54110	425	Gasoline	2020-08-06	1010268351	Fuelman	7,173.27
54110	433	Lubricants	2020-08-20	1010268618	Valvoline, Inc.	246.62
54110	435	Office Supplies	2020-08-13	1010268446	Suntrust Bankcard, NA	29.98
54110	435	Office Supplies	2020-08-27	1010268637	Evans Office Supply Co	80.85
54110	499	Other Supplies And Materials	2020-08-06	1010268358	HomeTrust Bank	58.51
54110	499	Other Supplies And Materials	2020-08-06	1010268362	Jarnagin, Esco Ray	104.20
54110	499	Other Supplies And Materials	2020-08-20	1010268601	Jordan, Brittany	146.00
54110	599	Other Charges	2020-08-06	1010268355	Hamblen County Clerk	29.00
54110	599	Other Charges	2020-08-06	1010268377	Shred-It	20.34
54110	599	Other Charges	2020-08-13	1010268415	English Mountain Spring Water	15.00

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54110	Sheriff's Department			Total: 25	33,941.98
54210	322	Evaluation And Testing	2020-08-06	1010268338	Charlton S. Stanley	0.00
54210	334	Maintenance Agreements	2020-08-06	1010268374	Professional and Technical Software Solutions, In	10,570.00
54210	334	Maintenance Agreements	2020-08-06	1010268378	South Western Comm, Inc	24,768.14
54210	335	Maintenance And Repair Service - Buildings	2020-08-06	1010268359	Interstate Mechanical Service, LLC	715.00
54210	335	Maintenance And Repair Service - Buildings	2020-08-06	1010268367	Lowe's	164.75
54210	335	Maintenance And Repair Service - Buildings	2020-08-06	1010268376	Relief Septic Service	500.00
54210	335	Maintenance And Repair Service - Buildings	2020-08-13	1010268421	Johnson Controls Fire Protection LP,	848.32
54210	335	Maintenance And Repair Service - Buildings	2020-08-13	1010268443	Town & Country Lock & Key	30.00
54210	335	Maintenance And Repair Service - Buildings	2020-08-13	1010268445	Trane Co	171.77
54210	335	Maintenance And Repair Service - Buildings	2020-08-20	1010268586	American Detention	110.00
54210	335	Maintenance And Repair Service - Buildings	2020-08-20	1010268615	United Elevator Services LLC	460.25
54210	335	Maintenance And Repair Service - Buildings	2020-08-27	1010268640	Johnson Controls Fire Protection LP	367.22
54210	335	Maintenance And Repair Service - Buildings	2020-08-27	1010268666	Wholesale Supply Group	9.24
54210	336	Maintenance And Repair Services - Equipment	2020-08-06	1010268379	Starr Equipment Company Inc	402.90
54210	336	Maintenance And Repair Services - Equipment	2020-08-13	1010268434	REM Company Inc.	326.23
54210	336	Maintenance And Repair Services - Equipment	2020-08-20	1010268609	Powerclean Pressure Washing, LLC	295.00
54210	340	Medical And Dental Services	2020-08-06	1010268342	Covenant Medical Group, Inc.	1,018.20
54210	340	Medical And Dental Services	2020-08-06	1010268369	Morristown-Hamblen Hospital	5,984.84
54210	340	Medical And Dental Services	2020-08-13	1010268412	Creazzo, Jr. DPM, Joseph	676.59
54210	340	Medical And Dental Services	2020-08-13	1010268413	Emergency Coverage Corporation	159.10
54210	340	Medical And Dental Services	2020-08-13	1010268418	Hamblen Anesthesia	2,025.00
54210	340	Medical And Dental Services	2020-08-13	1010268423	Knoxville HMA Physician Management LLC	289.80
54210	340	Medical And Dental Services	2020-08-13	1010268428	Mobile Images Acquisition LLC	2,375.00
54210	340	Medical And Dental Services	2020-08-13	1010268429	Morristown Heart, PLLC	300.00
54210	340	Medical And Dental Services	2020-08-13	1010268431	Morristown-Hamblen Hospital	2,566.89
54210	340	Medical And Dental Services	2020-08-20	1010268606	Morristown-Hamblen Healthcare System	2,624.00
54210	340	Medical And Dental Services	2020-08-20	1010268607	Morristown-Hamblen Hospital	22,772.10
54210	340	Medical And Dental Services	2020-08-20	1010268611	Southern Health Partners	53,308.93
54210	340	Medical And Dental Services	2020-08-20	1010268617	University Radiology	235.20
54210	340	Medical And Dental Services	2020-08-27	1010268627	Blount Memorial Hospital	6,570.60
54210	340	Medical And Dental Services	2020-08-27	1010268641	Laboratory Corporation Of Amer	340.00
54210	340	Medical And Dental Services	2020-08-27	1010268643	LeConte Radiology PC	75.00
54210	340	Medical And Dental Services	2020-08-27	1010268662	University Radiology	193.90
54210	351	Rentals	2020-08-20	1010268591	Canon Solutions America, Inc	147.75
54210	410	Custodial Supplies	2020-08-06	1010268375	Quality Waste	235.00
54210	410	Custodial Supplies	2020-08-20	1010268594	Chem Clean Systems LLC	619.88
54210	413	Drugs And Medical Supplies	2020-08-27	1010268655	Southern Health Partners	5,344.21
54210	422	Food Supplies	2020-08-06	1010268390	Trinity Services Group, Inc.	18,524.15
54210	422	Food Supplies	2020-08-27	1010268665	Walmart Community BRC	16.58
54210	435	Office Supplies	2020-08-13	1010268446	Suntrust Bankcard, NA	517.99
54210	435	Office Supplies	2020-08-27	1010268637	Evans Office Supply Co	1,517.88

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54210	441	Prisoners Clothing	2020-08-20	1010268589	Bob Barker Company, Inc	155.88	
54210	451	Uniforms	2020-08-06	1010268382	Summit Uniform Solutions, Inc.	599.65	
54210	451	Uniforms	2020-08-20	1010268612	Summit Uniform Solutions, Inc.	454.48	
54210	599	Other Charges	2020-08-06	1010268358	HomeTrust Bank	98.15	
54210	599	Other Charges	2020-08-20	1010268589	Bob Barker Company, Inc	100.66	
54210	599	Other Charges	2020-08-20	1010268610	Shred-It	27.12	
54210	.....	Jail				
Total:						47	169,613.35
54250	307	Communication	2020-08-06	1010268337	Century Link/Business Services	6.52	
54250	307	Communication	2020-08-06	1010268395	Verizon Wireless	246.65	
54250	338	Maintenance And Repair Services - Vehicles	2020-08-06	1010268372	NAPA Auto Parts Of Morristown	17.67	
54250	338	Maintenance And Repair Services - Vehicles	2020-08-27	1010268629	Budget Auto Clinic	211.90	
54250	425	Gasoline	2020-08-06	1010268352	Fuelman	174.72	
54250	.....	Work Release Program				
Total:						5	657.46
54410	307	Communication	2020-08-06	1010268334	Bell, Chris E	56.00	
54410	338	Maintenance And Repair Services - Vehicles	2020-08-13	1010268439	Synergy Auto Wash	17.85	
54410	355	Travel	2020-08-06	1010268358	HomeTrust Bank	55.00	
54410	425	Gasoline	2020-08-06	1010268352	Fuelman	206.42	
54410	435	Office Supplies	2020-08-27	1010268637	Evans Office Supply Co	102.50	
54410	599	Other Charges	2020-08-06	1010268331	Access Unlimited	10.00	
54410	599	Other Charges	2020-08-06	1010268358	HomeTrust Bank	6.31	
54410	599	Other Charges	2020-08-06	1010268395	Verizon Wireless	34.00	
54410	599	Other Charges	2020-08-13	1010268417	Food City	11.97	
54410	599	Other Charges	2020-08-13	1010268433	Philadelphia Insurance Companies	300.00	
54410	599	Other Charges	2020-08-13	1010268446	Suntrust Bankcard, NA	0.00	
54410	.....	Civil Defense				
Total:						11	800.05
54610	307	Communication	2020-08-06	1010268348	Field2Base, Inc.	230.00	
54610	312	Contracts With Private Agencies	2020-08-06	1010268344	Dockery-Senter Funeral Home Inc.	500.00	
54610	312	Contracts With Private Agencies	2020-08-06	1010268354	Giles, Todd E	200.00	
54610	312	Contracts With Private Agencies	2020-08-06	1010268357	Holt, Jeffrey E.	160.00	
54610	312	Contracts With Private Agencies	2020-08-06	1010268363	Knox County Medical Examiner	208.75	
54610	312	Contracts With Private Agencies	2020-08-06	1010268364	Kreceman, Teresa A.	1,000.00	
54610	312	Contracts With Private Agencies	2020-08-06	1010268373	Peoples, Jimmy W	400.00	
54610	312	Contracts With Private Agencies	2020-08-06	1010268381	Stetzer Funeral Home	150.00	
54610	312	Contracts With Private Agencies	2020-08-06	1010268383	Thompson, Claude, JR	1,080.00	
54610	312	Contracts With Private Agencies	2020-08-06	1010268384	Thompson, Tom C, MD	2,083.33	
54610	312	Contracts With Private Agencies	2020-08-13	1010268400	Axis Forensic Toxicology, Inc.	340.00	
54610	312	Contracts With Private Agencies	2020-08-13	1010268422	Knox County Medical Examiner	12,950.00	
54610	399	Other Contracted Services	2020-08-06	1010268343	Davis, Eddie	750.00	
54610	435	Office Supplies	2020-08-06	1010268364	Kreceman, Teresa A.	50.00	

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54610	County Coroner/Medical Examiner				
				Total: 14		20,102.08
54900	790	Other Equipment	2020-08-06	1010268365	Lane Sales Power Equipment	2,895.00
54900	.....	Other Public Safety				
				Total: 1		2,895.00
55110	309	Contracts With Government Agencies	2020-08-06	1010268337	Century Link/Business Services	103.93
55110	309	Contracts With Government Agencies	2020-08-06	1010268353	Gallaher & Associates Inc	57.50
55110	309	Contracts With Government Agencies	2020-08-06	1010268385	TMA Services, LLC	1,500.00
55110	309	Contracts With Government Agencies	2020-08-13	1010268398	AT&T	331.42
55110	309	Contracts With Government Agencies	2020-08-13	1010268414	English Mountain Coffee	118.90
55110	309	Contracts With Government Agencies	2020-08-20	1010268587	Atmos Energy	71.12
55110	309	Contracts With Government Agencies	2020-08-20	1010268591	Canon Solutions America, Inc	16.94
55110	309	Contracts With Government Agencies	2020-08-20	1010268608	MUS Fibernet	12.00
55110	309	Contracts With Government Agencies	2020-08-27	1010268644	Morristown Utilities	1,676.00
55110	309	Contracts With Government Agencies	2020-08-27	1010268665	Walmart Community BRC	187.03
55110	.....	Local Health Center				
				Total: 10		4,074.84
55200	316	Contributions	2020-08-27	1010268645	Morristown-Hamblen Humane Soc	12,500.00
55200	.....	Rabies And Animal Control				
				Total: 1		12,500.00
55300	316	Contributions	2020-08-27	1010268646	Morristown-Hamblen Library	73,375.00
55300	.....	Libraries				
				Total: 1		73,375.00
56700	307	Communication	2020-08-06	1010268371	MUS Fibernet	134.22
56700	336	Maintenance And Repair Services - Equipment	2020-08-06	1010268360	Interstate Tractor	0.00
56700	336	Maintenance And Repair Services - Equipment	2020-08-06	1010268365	Lane Sales Power Equipment	0.00
56700	410	Custodial Supplies	2020-08-06	1010268375	Quality Waste	235.00
56700	410	Custodial Supplies	2020-08-27	1010268665	Walmart Community BRC	67.91
56700	412	Diesel Fuel	2020-08-20	1010268620	Voyager Fleet Systems Inc	172.59
56700	415	Electricity	2020-08-13	1010268397	Appalachian Electric Co-Op	22.65
56700	415	Electricity	2020-08-13	1010268430	Morristown Utilities	4,621.00
56700	425	Gasoline	2020-08-20	1010268620	Voyager Fleet Systems Inc	221.90
56700	454	Water And Sewer	2020-08-13	1010268430	Morristown Utilities	2,921.00
56700	499	Other Supplies And Materials	2020-08-06	1010268346	Duffield Aquatics Inc.	0.00
56700	499	Other Supplies And Materials	2020-08-06	1010268367	Lowe's	225.21
56700	499	Other Supplies And Materials	2020-08-13	1010268437	Smoky Mountain Farmers Co-Op	169.99
56700	599	Other Charges	2020-08-13	1010268415	English Mountain Spring Water	41.00
56700	599	Other Charges	2020-08-20	1010268605	Morristown Tree Service	850.00
56700	791	Other Construction	2020-08-06	1010268376	Relief Septic Service	225.00
56700	.....	Parks And Fair Boards				
				Total: 16		9,907.47
56900	309	Contracts With Government Agencies	2020-08-27	1010268639	Hamblen County-Morristown Solid Waste	27,075.05

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ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
56900	Other Social, Cultural And Recreational				
					Total: 1	27,075.05
57100	307	Communication	2020-08-06	1010268337	Century Link/Business Services	2.52
57100	355	Travel	2020-08-13	1010268426	Long, Debra	46.06
57100	.....	Agricultural Extension Service			Total: 2	48.58
57800	399	Other Contracted Services	2020-08-27	1010268658	Tucker, Robert	49.99
57800	.....	Storm Water Management			Total: 1	49.99
58110	399	Other Contracted Services	2020-08-06	1010268392	Turner, Eddie	107.81
58110	.....	Tourism			Total: 1	107.81
58300	307	Communication	2020-08-06	1010268337	Century Link/Business Services	5.04
58300	435	Office Supplies	2020-08-27	1010268637	Evans Office Supply Co	32.50
58300	.....	Veterans' Services			Total: 2	37.54
58600	210	Unemployment Compensation	2020-08-06	1010268386	TN Dept Of Labor & Workforce Development	2,871.26
58600	210	Unemployment Compensation	2020-08-13	1010268442	TN Dept Of Labor & Workforce Development	4,832.03
58600	299	Other Fringe Benefits	2020-08-20	1010268599	Hamblen Co Dept Of Education	175.00
58600	515	Liability Claims	2020-08-06	1010268389	Travelers	4,350.00
58600	515	Liability Claims	2020-08-13	1010268427	LSG (US) LLC	120.63
58600	515	Liability Claims	2020-08-13	1010268438	Stites & Harbison, PLLC	5,847.87
58600	515	Liability Claims	2020-08-20	1010268588	Blount Memorial Hospital	3,230.36
58600	515	Liability Claims	2020-08-27	1010268628	Brit Global Specialty USA	2,982.25
58600	.....	Employee Benefits			Total: 8	24,409.40
58801	193	Election Worker	2020-08-13	1010268455	Buell, Allen M	125.00
58801	193	Election Worker	2020-08-13	1010268460	Cantwell, Dawn P	125.00
58801	193	Election Worker	2020-08-13	1010268480	Ellison, David	50.00
58801	193	Election Worker	2020-08-13	1010268483	FORD, RICHARD GLENN	125.00
58801	193	Election Worker	2020-08-13	1010268484	Ford, Ruth Ann	125.00
58801	193	Election Worker	2020-08-13	1010268485	Fugate, Abigail	50.00
58801	193	Election Worker	2020-08-13	1010268487	Gentry, Margaret M	125.00
58801	193	Election Worker	2020-08-13	1010268503	Horner, Stephen Cole	125.00
58801	193	Election Worker	2020-08-13	1010268508	Huntsman, Jean W	125.00
58801	193	Election Worker	2020-08-13	1010268513	Johns, Gracie	50.00
58801	193	Election Worker	2020-08-13	1010268515	Johns, Mason	50.00
58801	193	Election Worker	2020-08-13	1010268516	KEESE, NOLAN RICHARD	50.00
58801	193	Election Worker	2020-08-13	1010268522	Long, Hannah	50.00
58801	193	Election Worker	2020-08-13	1010268524	Lovell, Timothy Blake	125.00
58801	193	Election Worker	2020-08-13	1010268527	MATTHEWS, GARY A	125.00
58801	193	Election Worker	2020-08-13	1010268535	Neill, Jackson Brady	25.00
58801	193	Election Worker	2020-08-13	1010268537	Norton, Hunter	50.00

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58801	193	Election Worker	2020-08-13	1010268539	Palmer, Scott Frederick	125.00
58801	193	Election Worker	2020-08-13	1010268551	Scott, Suella Cutshall	125.00
58801	193	Election Worker	2020-08-13	1010268560	Starnes, Alice M	125.00
58801	193	Election Worker	2020-08-13	1010268561	Starnes, Hannah Ann	125.00
58801	193	Election Worker	2020-08-13	1010268571	Wallace, Haley	50.00
58801	193	Election Worker	2020-08-13	1010268576	West, Gary S	125.00
58801	435	Office Supplies	2020-08-06	1010268367	Lowe's	243.27
58801	435	Office Supplies	2020-08-13	1010268446	Suntrust Bankcard, NA	1,461.96
58801	.....	COVID-19 Grant #1 Election Funds				
					Total: 25	3,880.23
58802	399	Other Contracted Services	2020-08-20	1010268596	Corner, Angel M	690.00
58802	399	Other Contracted Services	2020-08-20	1010268603	Lawson, Jenna	575.00
58802	399	Other Contracted Services	2020-08-27	1010268634	Corner, Angel M	575.00
58802	399	Other Contracted Services	2020-08-27	1010268642	Lawson, Jenna	460.00
58802	399	Other Contracted Services	2020-08-27	1010268654	South Marketing Group	200.00
58802	435	Office Supplies	2020-08-13	1010268401	Big M Janitorial	64.80
58802	435	Office Supplies	2020-08-27	1010268637	Evans Office Supply Co	359.00
58802	499	Other Supplies And Materials	2020-08-27	1010268623	AirDefense USA, LLC	649.00
58802	499	Other Supplies And Materials	2020-08-27	1010268637	Evans Office Supply Co	646.80
58802	599	Other Charges	2020-08-20	1010268585	Alpha Technologies, Inc.	358.80
58802	709	Data Processing Equipment	2020-08-20	1010268592	CDW Government, Inc	2,221.03
58802	709	Data Processing Equipment	2020-08-27	1010268630	CDW Government, Inc	145.49
58802	709	Data Processing Equipment	2020-08-27	1010268636	Dell Marketing LP	864.72
58802	.....	COVID-19 Grant #2				
					Total: 13	7,809.64
Total of checks for General Fund #(101)						481,809.04

COMMISSION APPROVAL LISTING
MONTHLY CHECKS

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

Page:
Date: 9/1/2020
Time: 2:15:23PM

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
55710	299	Other Fringe Benefits	2020-08-20	1160024095	Hamblen Co Dept Of Education	37.50
55710	302	Advertising	2020-08-13	1160024091	Citizen Tribune	425.77
55710	336	Maintenance And Repair Services - Equipment	2020-08-06	1160024086	Moore's Tractor & Trailer	6,272.69
55710	336	Maintenance And Repair Services - Equipment	2020-08-06	1160024087	NAPA Auto Parts Of Morristown	2,302.22
55710	336	Maintenance And Repair Services - Equipment	2020-08-06	1160024088	Triad Freightliner	1,074.39
55710	336	Maintenance And Repair Services - Equipment	2020-08-13	1160024094	Worldwide Equip/Volunteervolvo	750.50
55710	336	Maintenance And Repair Services - Equipment	2020-08-20	1160024098	Moore's Tractor & Trailer	3,359.45
55710	353	Towing Services	2020-08-20	1160024097	Lynn Malone Wrecker	300.00
55710	359	Disposal Fees	2020-08-06	1160024085	Hamblen County-Morristown Solid Waste	100,568.82
55710	412	Diesel Fuel	2020-08-06	1160024084	Fuelman	9,532.99
55710	425	Gasoline	2020-08-06	1160024084	Fuelman	270.75
55710	451	Uniforms	2020-08-13	1160024090	Cintas Corp., Loc. 207	408.56
55710	499	Other Supplies And Materials	2020-08-20	1160024096	Kennedy, Thomas A.	206.80
55710	499	Other Supplies And Materials	2020-08-27	1160024102	Big M Janitorial	3,422.52
55710	.....	Sanitation Management			Total: 14	128,932.96

Total of checks for Solid Waste/Sanitation Fund #(116) 128,932.96

September 24, 2020

August 2020

Fund 131 Vendor Checks Associated with FY19-20 Encumbrances

<u>Vendor</u>	<u>Check #</u>	<u>Amount</u>	<u>Expensed To:</u>	<u>Account Description</u>
Superior Pavement Marking, Inc	1313043052	4,297.43	131-62000-312 HWY & Bridge Maintenance	Contracts with Private Agencies

September 24, 2020

COMMISSION APPROVAL LISTING
MONTHLY CHECKS

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

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
34120	000	Object Code (000)	2020-08-06	1313043052	Superior Pavement Marking, Inc	4,297.43
34120	.....	Encumbrances - Prior Year			Total: 1	4,297.43
61000	307	Communication	2020-08-06	1313043056	Verizon Wireless	185.33
61000	307	Communication	2020-08-13	1313043059	AT&T	86.74
61000	307	Communication	2020-08-27	1313043086	Comcast Cable	76.95
61000	317	Data Processing Services	2020-08-27	1313043085	CDC Holdings	135.00
61000	320	Dues And Memberships	2020-08-06	1313043053	TN County Highway Officials Assn	3,359.00
61000	320	Dues And Memberships	2020-08-06	1313043055	Tn Highway Officials For Better Roads	250.00
61000	331	Legal Services	2020-08-13	1313043061	Capps, Cantwell, Capps & Byrd	90.00
61000	415	Electricity	2020-08-20	1313043075	Holston Electric Cooperative	875.23
61000	415	Electricity	2020-08-27	1313043089	Morristown Utilities	2,010.00
61000	435	Office Supplies	2020-08-27	1313043088	Evans Office Supply Co	174.83
61000	454	Water and Sewer	2020-08-27	1313043089	Morristown Utilities	86.00
61000	599	Other Charges	2020-08-06	1313043049	Lowe's	420.99
61000	599	Other Charges	2020-08-13	1313043071	Whitaker, Randall G	150.00
61000	599	Other Charges	2020-08-20	1313043072	Able Exterminators, Inc-	85.00
61000	599	Other Charges	2020-08-20	1313043073	Bailey, Terry A	439.00
61000	599	Other Charges	2020-08-20	1313043074	Healthstar Physicians, Inc	28.00
61000	599	Other Charges	2020-08-20	1313043076	Lakeway Fire Protection, Inc	80.00
61000	599	Other Charges	2020-08-27	1313043087	Comer Electric Company Inc	1,076.65
61000	599	Other Charges	2020-08-27	1313043094	UniFirst First Aid Corp	79.97
61000	.....	Administration			Total: 19	9,688.69
62000	312	Contracts With Private Agencies	2020-08-06	1313043051	Rose, James Larry	1,300.00
62000	312	Contracts With Private Agencies	2020-08-06	1313043052	Superior Pavement Marking, Inc	0.00
62000	312	Contracts With Private Agencies	2020-08-20	1313043078	Rose, James Larry	1,275.00
62000	312	Contracts With Private Agencies	2020-08-27	1313043091	Rose, James Larry	300.00
62000	404	Asphalt - Hot Mix	2020-08-13	1313043058	Apac Atlantic, Inc	13,546.02
62000	404	Asphalt - Hot Mix	2020-08-13	1313043067	Summers-Taylor Materials Co	793.60
62000	404	Asphalt - Hot Mix	2020-08-27	1313043084	Blalock & Sons Inc	973.62
62000	408	Concrete	2020-08-13	1313043063	Concrete Materials Inc / Apac	596.50
62000	409	Crushed Stone	2020-08-13	1313043070	Vulcan Materials Company	8,619.89
62000	451	Uniforms	2020-08-13	1313043062	Cintas Corp., Loc. 207	548.65
62000	.....	Highway And Bridge Maintenance			Total: 10	27,953.28
63100	412	Diesel Fuel	2020-08-06	1313043048	Fuelman	1,786.85
63100	412	Diesel Fuel	2020-08-20	1313043077	Pioneer Petroleum	1,057.71
63100	416	Equipment Parts - Heavy	2020-08-06	1313043050	NAPA Auto Parts Of Morristown	2,679.46
63100	424	Garage Supplies	2020-08-13	1313043057	American Welding & Gas	90.76
63100	424	Garage Supplies	2020-08-20	1313043079	Safety-Kleen Systems, Inc	418.00
63100	425	Gasoline	2020-08-06	1313043048	Fuelman	1,096.47
63100	425	Gasoline	2020-08-13	1313043060	BP	37.05

COMMISSION APPROVAL LISTING
MONTHLY CHECKS

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

Page:
Date: 9/1/2020
Time: 2:16:44PM

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
63100	499	Other Supplies And Materials	2020-08-13	1313043066	Smoky Mountain Farmers Co-Op	402.50
63100	.....	Operation And Maintenance Of Equipment			Total: 8	7,568.80
66000	202	Handling Charges & Administrative Costs	2020-08-06	1313043054	TN Dept Of Labor & Workforce Development	1,678.69
66000	202	Handling Charges & Administrative Costs	2020-08-13	1313043069	TN Dept Of Labor & Workforce Development	235.00
66000	.....	Employee Benefits			Total: 2	1,913.69
Total of checks for Highway/Public Works Fund (#131)						51,421.89

September 24, 2020

BUDGET AMENDMENT – HCDE AMENDMENT #2

Motion by Randy DeBord, seconded by Bobby Haun to approve the Budget Amendment #2 for the Hamblen County Department of Education Increase of \$159,403.11

Voting for:

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:

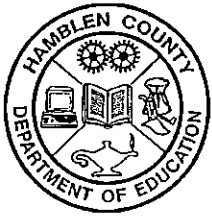
None

Motion Passed unanimously

6.b.1.



BUDGET AMENDMENTS



HAMBLLEN 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.*

BOARD OF EDUCATION

Shahin Assadnia

Carolyn Clawson

Joe Gibson, Jr.

Roger Greene

James Grigsby

Janice Haun

Clyde Kinder

AMENDMENT #2 2020-2021

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #2 to the 2020-2021 General Purpose School Budget. This amendment was approved by the Board of Education on August 11, 2020.

On July 23, 2020, the Hamblen County Commission approved a General Purpose School Budget in the amount of \$87,968,084.30. Amendment #2 would increase the budget to \$88,127,487.41.

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

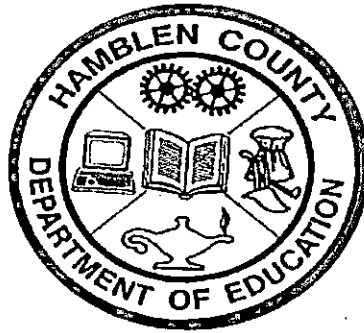


Jeff Perry, Superintendent of Schools

**HAMBLLEN COUNTY DEPARTMENT OF EDUCATION
2020-2021**

Dr. Jeff Perry, Superintendent of Schools

**GENERAL PURPOSE
AMENDMENT #2**



HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2020-2021

AMENDMENT #2 - EXTERNAL

EXPENDITURE CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
71100-449	BOUND TEXTBOOKS	\$ 827,554.00	\$ 100,000.00	\$ -	\$ 927,554.00	BUDGETING ADDITIONAL TEXTBOOK RESERVE FOR 20-21 MATERIALS
71100-499	OTHER SUPPLIES AND MATERIALS	\$ 70,192.00	\$ 13,875.01	\$ -	\$ 84,067.01	NISWONGER AP GRANT RESERVE FOR STUDENT EXAM FEE REIMB. (\$5,517) UTRUST GRANT FOR STUDENT LEADERSHIP PROGRAMS (\$4,473.26) UTRUST GRANT FOR TRANSITION ACADEMY (\$3,884.75)
71300-429	INSTRUCTIONAL SUPPLIES AND MATERIALS	\$ 55,000.00	\$ 15,512.00	\$ -	\$ 70,512.00	HCEXCELL WORK KEYS GRANT RESERVE (\$9,460) UTRUST CTE GRANT RESERVE (\$4,850) HEALTHSTAR CTE STEM BUS GRANT RESERVE (\$1,202)
71300-599	OTHER CHARGES	\$ -	\$ 466.00	\$ -	\$ 466.00	ARCONIC INDUSTRY CERTIFICATION GRANT RESERVE
72210-524	STAFF DEVELOPMENT	\$ 77,200.00	\$ 500.00	\$ -	\$ 77,700.00	HCEXCELL PROFESSIONAL DEVELOPMENT GRANT RESERVE
72210-599	OTHER CHARGES	\$ 68,650.00	\$ 10,000.00	\$ -	\$ 78,650.00	UTRUST BETA COMPETITION GRANT FOR MIDDLE SCHOOLS
72250-709	DATA PROCESSING EQUIPMENT	\$ 201,451.00	\$ 5.10	\$ -	\$ 201,456.10	E-RATE RESERVE FOR TECHNOLOGY
73400-499	OTHER SUPPLIES AND MATERIALS	\$ -	\$ 19,045.00	\$ -	\$ 19,045.00	MORRISTOWN ROTARY CLUB GRANT FOR PRESCHOOL FURNITURE (\$9,045) UTRUST PRESCHOOL GRANT RESERVE (\$10,000)
TOTALS		\$ 1,300,047.00	\$ 159,403.11	\$ -	\$ 1,459,450.11	
NET INCREASE			\$ 159,403.11			

HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2020-2021

AMENDMENT #2 - EXTERNAL

REVENUE CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
34377	UTRUST GRANT FOR TRANSITION ACADEMY	\$ -	\$ 3,884.75	\$ -	\$ 3,884.75	UTRUST GRANT FOR TRANSITION ACADEMY
34378	UTRUST GRANT FOR STUDENT LEADERSHIP PROGRAM	\$ -	\$ 4,473.26	\$ -	\$ 4,473.26	UTRUST GRANT FOR STUDENT LEADERSHIP PROGRAM
34379	UTRUST PRESCHOOL GRANT RESERVE	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	UTRUST PRESCHOOL GRANT RESERVE
34383	E-RATE RESERVE	\$ -	\$ 5.10	\$ -	\$ 5.10	E-RATE RESERVE FOR TECHNOLOGY
34384	HCEXCELL PROF. DEVELOPMENT GRANT RES.	\$ -	\$ 500.00	\$ -	\$ 500.00	HCEXCELL PROFESSIONAL DEVELOPMENT GRANT RESERVE
34387	UTRUST CTE GRANT RESERVE	\$ -	\$ 4,850.00	\$ -	\$ 4,850.00	UTRUST CTE GRANT RESERVE
34555	HCEXCELL WORK KEYS GRANT RESERVE	\$ -	\$ 9,460.00	\$ -	\$ 9,460.00	HCEXCELL WORK KEYS GRANT RESERVE
34590	UTRUST BETA COMPETITION GRANT	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	UTRUST BETA COMPETITION GRANT FOR MIDDLE SCHOOLS
34591	ALCOA GRANT FOR IND. CERT.	\$ -	\$ 466.00	\$ -	\$ 466.00	ARCONIC INDUSTRY CERTIFICATION GRANT RESERVE
34592	NISWONGER AP GRANT RESERVE	\$ -	\$ 5,517.00	\$ -	\$ 5,517.00	NISWONGER AP GRANT RESERVE FOR STUDENT EXAM FEE REIMB.
34655	HEALTHSTAR CTE STEM BUS GRANT RES.	\$ -	\$ 1,202.00	\$ -	\$ 1,202.00	HEALTHSTAR CTE STEM BUS GRANT RESERVE
34760	TEXTBOOK RESERVE	\$ 297,232.49	\$ 100,000.00	\$ -	\$ 397,232.49	BUDGETING ADDITIONAL TEXTBOOK RESERVE FOR 20-21 MATERIALS
44570	CONTRIBUTIONS AND GIFTS	\$ 181,154.00	\$ 9,045.00	\$ -	\$ 190,199.00	MORRISTOWN ROTARY CLUB GRANT FOR PRESCHOOL FURNITURE
TOTALS		\$ 488,386.49	\$ 159,403.11	\$ -	\$ 627,789.60	
NET INCREASE			\$ 159,403.11			

BUDGET AMENDMENT – HCDE AMENDMENT #3

Motion by Randy DeBord, seconded by Tim Goins to approve the Budget Amendment #3 for the Hamblen County Department of Education Increase of \$251,672.00

Voting for:

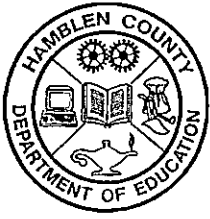
Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:

None

Motion Passed unanimously.

6.b.2.



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.*

BOARD OF EDUCATION

Shahin Assadnia

Carolyn Clawson

Joe Gibson, Jr.

Roger Greene

James Grigsby

Janice Haun

Clyde Kinder

AMENDMENT #3 2020-2021

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #3 to the 2020-2021 General Purpose School Budget. This amendment was approved by the Board of Education on September 8, 2020.

On July 23, 2020, the Hamblen County Commission approved a General Purpose School Budget in the amount of \$87,968,084.30. Amendment #2 would increase the budget to \$88,127,487.41. Amendment #3 would increase the budget to \$88,379,159.41.

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



Jeff Perry, Superintendent of Schools

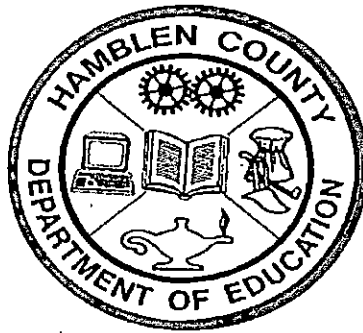
HAMBLLEN COUNTY DEPARTMENT OF EDUCATION

2020-2021

Dr. Jeff Perry, Superintendent of Schools

GENERAL PURPOSE

AMENDMENT #3



HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2020-2021
AMENDMENT #3 - EXTERNAL

EXPENDITURE						
CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
71100-116	TEACHERS	\$ 28,981,944.00	\$ 23,980.00	\$ -	\$ 29,005,924.00	ARTS COORDINATOR POSITION FUNDED THROUGH HCCELL
71100-201	SOCIAL SECURITY	\$ 1,948,322.00	\$ 1,487.00	\$ -	\$ 1,949,809.00	ARTS COORDINATOR POSITION FUNDED THROUGH HCCELL
71100-204	STATE RETIREMENT	\$ 2,859,611.00	\$ 2,463.00	\$ -	\$ 2,862,074.00	ARTS COORDINATOR POSITION FUNDED THROUGH HCCELL
71100-212	EMPLOYER MEDICARE	\$ 459,133.00	\$ 348.00	\$ -	\$ 459,481.00	ARTS COORDINATOR POSITION FUNDED THROUGH HCCELL
71300-499	OTHER SUPPLIES AND MATERIALS	\$ 20,000.00	\$ 80,000.00	\$ -	\$ 100,000.00	ARCONIC GRANT FOR CTE CAREER EXPLORATION BUS (\$75,000) COLORTECH GRANT FOR CTE CAREER EXPLORATION BUS (\$5,000)
72120-131	MEDICAL PERSONNEL	\$ 491,820.00	\$ 96,573.00	\$ -	\$ 588,393.00	FOUR ADDITIONAL LPN POSITIONS TO STAFF EVERY SCHOOL WITH A NURSE
72120-201	SOCIAL SECURITY	\$ 35,288.00	\$ 5,998.00	\$ -	\$ 41,276.00	FOUR ADDITIONAL LPN POSITIONS TO STAFF EVERY SCHOOL WITH A NURSE
72120-204	STATE RETIREMENT	\$ 52,605.00	\$ 9,004.00	\$ -	\$ 61,609.00	FOUR ADDITIONAL LPN POSITIONS TO STAFF EVERY SCHOOL WITH A NURSE
72120-206	LIFE INSURANCE	\$ 867.00	\$ 152.00	\$ -	\$ 1,019.00	FOUR ADDITIONAL LPN POSITIONS TO STAFF EVERY SCHOOL WITH A NURSE
72120-207	MEDICAL INSURANCE	\$ 154,084.00	\$ 30,276.00	\$ -	\$ 184,360.00	FOUR ADDITIONAL LPN POSITIONS TO STAFF EVERY SCHOOL WITH A NURSE
72120-212	EMPLOYER MEDICARE	\$ 8,256.00	\$ 1,401.00	\$ -	\$ 9,657.00	FOUR ADDITIONAL LPN POSITIONS TO STAFF EVERY SCHOOL WITH A NURSE
TOTALS		\$ 35,011,930.00	\$ 251,672.00	\$ -	\$ 35,263,602.00	
NET INCREASE			\$ 251,672.00			

HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2020-2021
AMENDMENT #3 - EXTERNAL

REVENUE						
CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
39000	UNDESIGNATED FUND BALANCE	\$ 895,316.00	\$ 143,394.00	\$ -	\$ 1,038,710.00	FOUR ADDITIONAL LPN POSITIONS TO STAFF EVERY SCHOOL WITH A NURSE
44570	CONTRIBUTIONS AND GIFTS	\$ 199,199.00	\$ 108,278.00	\$ -	\$ 298,477.00	ARTS COORDINATOR POSITION FUNDED THROUGH HCCELL (\$28,278) ARCONIC GRANT FOR CTE CAREER EXPLORATION BUS (\$75,000) COLORTECH GRANT FOR CTE CAREER EXPLORATION BUS (\$5,000)
TOTALS		\$ 1,094,515.00	\$ 251,672.00	\$ -	\$ 1,337,187.00	
NET INCREASE			\$ 251,672.00			

BUDGET AMENDMENT – FUND # 101 CIRCUIT COURT

Motion by Randy DeBord, seconded by Jeff Akard to approve the budget amendment for Fund #101 Circuit Court for \$4,717

Voting for:

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:

None

Motion Passed unanimously.

6.b.3.



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

Hamblen County Commission

Month August Year 2020

Fund #101

DEPT: Circuit Court

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
53100.709	Data Processing	\$ 4,717.00	
	DECREASE FUND BALANCE:		
	General Fund		
34162.000	Reserved for Automation - Circuit Court		\$ 4,717.00

Brief Descriptions of Issue:
 To appropriate funds from Circuit Court Clerk's Automation Reserve Account for the purchase of Fujitsu Sheetfeed Scanners

Signature: [Handwritten Signature]
 Title: Circuit Court Clerk
 Date: 9/8/20

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

BUDGET AMENDMENT – FUND # 101

OTHER SOCIAL, CULTURAL AND RECREATIONAL

Motion by Randy DeBord, seconded by Thomas Doty to approve the budget amendment for Fund #101 Other Social, Cultural and Recreational for \$10,560.

Voting for:

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:

None

Motion Passed unanimously.

6.b.4.



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

Hamblen County Commission

For the September 2020 Commission Meeting

Fund #101

DEPT: Other Social, Cultural, and Recreational

Account Number	Description	Increase	Increase
INCREASE APPROPRIATIONS:			
51810.169	Other Facilities (Maintenance) - Part-Time Personnel	\$ 1,920.00	
54110.187	Sheriff's Department - Overtime	\$ 2,790.00	
58900.399	Miscellaneous - Other Contracted Services	\$ 5,850.00	
INCREASE REVENUES:			
48990.000	Other Governments and Citizens Groups - Other		\$ 10,560.00

Brief Descriptions of issue:

To record contract with ETHRA for security and custodial work for American Jobs Center

Signature: Bill Brittain
 Title: County Mayor
 Date: 9-8-2020

For Finance Department Only:

Reviewed by: _____

Budget Amendment: _____

Date: _____

PUBLIC OFFICIAL BOND

Motion by Randy DeBord, seconded by Chris Cutshaw to approve the Public Official Bond for Trustee Scotty Long in the amount of \$2,985,873 for coverage through 09/01/2020 to 08/31/2022.

Voting for:

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:

None

Motion Passed unanimously.

6.c.

Public Official Bond Renewal Summary

Prepared for:

Hamblen County
Randall S. Long, Trustee

511 West Second North Street
Morristown, TN 37814
(423)586-1931

Policy Period

09/01/2020 - 08/31/2022

Prepared By

Thomas M. Strate, CIC, CRM, CWCA
Tammy Lee McDaniel, CIC, CRM, CWCA

Date

August 26, 2020

STRATE
insurance group, inc.

This proposal is not an insurance policy, but only a summary of coverage. The insurance company will determine whether a claim for coverage is applicable or not. Their decision will be based solely on the terms and conditions of the policy and endorsements on the date of loss. This proposal is not intended to be a complete description of all coverage that the Insured may need.

Named Insured

The Named Insured page lists all Named Insureds and the policies under which each is named. Only those insureds shown are afforded coverage under the policy(ies) for which they are indicated. Immediately notify a member of your "Strate Edge Team" if any other individuals, partnerships, organizations, joint ventures, etc. require insurance coverage, or if any are formed or acquired during the policy term.

Principal

Randall S. Long, Hamblen County Trustee

Public Official Bond Terms

Bond Term	09/23/2019 – 08/31/2020	09/01/2020 – 08/31/2022
Bonding Company	The Cincinnati Insurance Company	The Cincinnati Insurance Company
Bond Amount	\$2,852,628	\$2,985,873

Named Insured: **Randall Scott Long**

Bond Premium Summary

<i>Description Of Coverage</i>	<i>Expiring Premium 9/23/2019 - 08/31/2020</i>	<i>Renewal Premium 9/1/2020 - 8/31/2022</i>
Public Official Bond	\$ 3,648 ⁽¹⁾	\$ 7,524 ⁽²⁾
Rate/\$1,000	136	136

- (1) Premium shown is for short-term bond term. Annual premium would have been \$3,893 or \$7,202 for a 2-year term including a 15% discount for Year 2.
(2) Premium shown is for a 2-year term and includes a 15% discount for Year 2.

Pay Plan:

- Public Official Bond – 2-Year Premium payable to Strate Insurance

The undersigned insured acknowledges that they have read and understood the Insurance Proposal as presented by the Strate Insurance Group, Inc. and authorizes them to bind coverage.

Effective Date: 09/01/2020 - 08/31/2022

Signature: Bill Butcher

Title: County Mayor

Date: 9-27-2020

ANIMAL CONTROL SERVICES

Motion by Randy DeBord, seconded by Tim Horner to approve the Animal Control Proposal including the MOU between Animal Control Department and the Sheriff, MOU between the County and the City of Morristown to Provide Animal Control and the MOU between Morristown Hamblen Humane Society and the County for Animal Care Services.

Voting for:

Chris Cutshaw	Joe Huntsman
Randy DeBord	Tim Horner
Thomas Doty	Wayne NeSmith
Tim Goins	Mike Reed
Bobby Haun	Howard Shipley
	Jim Stepp
	Taylor Ward

Against:

Jeff Akard
Eileen Arnwine

Motion Passed.

6.d.



OFFICE OF THE MAYOR

September 10, 2020

To: Finance Committee
Hamblen County Commission

From: Bill Brittain, County Mayor *BB*

Re: Animal Control Services

Effective November 30, 2020, the Morristown-Hamblen Humane Society will no longer provide animal control services for the City of Morristown and Hamblen County.

I am proposing the County adopt the "Greene County" model for supplying Animal Control services under a program that is administered from the County Mayor's office. Under this concept, the County creates an Animal Control Department and contracts with the City of Morristown to provide animal control services for City and County residents. The Animal Control officers (ACOs) will be trained "auxiliary deputies" who have the authority to issue citations and make arrests for violations of animal laws and ordinances. The ACO's would relieve City and County law enforcement officers from responding to animal calls except when there is not an ACO on duty. Agreements would be signed between the City and County and the Animal Control Department and the Sheriff. Both the City and the Sheriff have been briefed on the concept.

Under this plan, the Morristown-Hamblen Humane Society (MHHS) would provide "animal care" services under a contract with the County. The City and County would share the costs of both animal control and animal care services. The City and County currently pay the Humane Society \$150,000 each for these services. It will cost the County and City each about \$32,500 more annually for operating expenses and \$35,000 for (one-time) capital expenses to equip the ACO's.

Attached are drafts of four agreements:

- a) MOU between the Animal Control Department and the Sheriff
- b) MOU between the County and the City of Morristown to provide animal control services
- c) MOU between MHHS and the County for animal care services.
- d) Budgets for FY 2021 and for FY 2022.

I am proposing that the County begin providing animal control services November 1, 2020.

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.585.4699

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

September 24, 2020

September 8, 2020

Barbara Horton, MHHS Board Member
Chair, ACO Committee
5251 E Morris Blvd
Morristown, TN 37813

Bill Brittain
County Mayor
511 W 2nd North Street
Morristown, TN 37814

Dear Mayor Brittain:

This letter is to inform you about a change in services provided by the month-to-month contract that currently exists between the Morrystown Hamblen Humane Society and Hamblen County.

On August 10, 2020, the board voted to stop all ACO (Animal Control Services) provided to Hamblen County and the City of Morrystown by MHHS as of November 30, 2020.

We look forward to working out an amicable solution that is good for all parties involved in the process of addressing this issue in the future.

Respectfully,

Barbara Horton

September 24, 2020

ANIMAL CONTROL OFFICER PROGRAM

MEMORANDUM OF UNDERSTANDING

This agreement made and entered into this ____ day of _____, 2020 by and between the Hamblen County Sheriff's Department and the Hamblen County Animal Control.

WHEREAS, the duly elected Sheriff of Hamblen County with the assistance of his appointed deputies, corrections officers, assistants and other employees is required to perform those duties of his office as specified in T.C.A. 8-8-201; and

WHEREAS, the Hamblen County Animal Control was created, funded and organized by Hamblen County Government with the responsibility to answer any complaints, concerns or questions concerning or related to animals including but not limited to investigating of animal cruelty and/or neglect, animals running at large, animal attacks or bites, enforcing compliance with rabies vaccination statutes, and investigating individuals who violate the law regarding their care and treatment of their animals; and

WHEREAS, after much discussion and deliberation it appears that it would be much more efficient for officers employed by the Hamblen County Animal Control to be deputized by the Hamblen County Sheriff's Department to not only respond to and investigate but also to arrest, cite, and prosecute cases involving the abuse or neglect of animals, allowing animals to run at large, violations of the vaccination requirements for dogs, animal attacks, or bites, and any other possible criminal offenses involving or concerning animals; and

WHEREAS, it appears that the Hamblen County Animal Control has sufficient manpower to investigate and prosecute all potential cases involving animals as identified above and it would be prudent to allow those animal control officers to investigate and prosecute such cases in order to permit the deputies with the Hamblen County Sheriff's Department to devote their time and energies in the enforcement of other criminal laws and fulfillment of other legal obligation of the Sheriff's Department; and

WHEREAS, it is the desire of the parties to set forth in this agreement the specific terms and conditions of the services to be performed and provided by the Animal Control Officers in their capacities as auxiliary deputies with the Hamblen County Sheriff's Department; and

WHEREAS, in order to effect an agreement between Hamblen County and the Hamblen County Sheriff's Department and the Hamblen County Animal Control, the two departments have agreed to enter into a Memorandum of Understanding assigning the duties and responsibilities of each department to the other as it relates to animal control issues, investigations, and prosecutions in Hamblen County, Tennessee.

Based on the foregoing, the parties mutually agree as follows:

1) The Hamblen County Sheriff, at his discretion, will appoint as he chooses those duly qualified officers employed by the Hamblen County Animal Control as auxiliary deputies subject to each Animal Control Officer fulfilling and satisfying the pre-employment requirements as mandated by Rule 1110-08-.02 of the TN Peace Officers Standards and Training Commission titled *Pre-Employment Requirements*.

September 24, 2020

2) That before an Animal Control Officer may be sworn in and take the oath as an auxiliary deputy, he/she complete all pre-employment requirements as specified in Rule 1110-08-.02 of the TN Peace Officer Standards and Training Commission.

3) That in addition to completing the 80 hours of required training approved by the Sheriff during the first year of employment as an auxiliary deputy, each Animal Control Officer appointed and serving as an auxiliary deputy shall also complete 40 hours of continuing education each ensuing year, completing such courses as directed and agreed to by the Sheriff and the Director of Animal Control.

4) That as it relates to all non-law enforcement duties and/or responsibilities of the Animal Control Department, all Animal Control Officers shall at all times be under the supervision and direction of the Director of Animal Control.

5) That as it relates to duties performed as an auxiliary deputy, Animal Control Officers acting in that capacity shall be under the dual supervision of the Hamblen County Sheriff and the Director of Animal Control, but at all times shall comply with any requirements, mandates, or responsibilities issued or directed by the Hamblen County Sheriff or his designee.

6) That officers employed as Animal Control Officers shall serve as auxiliary deputies in responding to investigating and prosecuting only cases involving the following:

- Animal Cruelty
- Animal Neglect
- Animals Running at Large
- Vaccinations requirements and investigations
- Any other issues or matters involving the criminal investigation and prosecution of offenses relating to animals.

7) In those instances when an Animal Control Officer (1) has information, knowledge, or observed what he/she believes to be criminal conduct not involving animals as identified in paragraph 6 above, and/or (2) has determined that the individual(s) that is the subject of their investigation has outstanding warrants, and/or (3) believes that the safety or welfare of a citizen is in jeopardy, and/or (4) believes that a situation required that a full-time deputy be summoned, the Animal Control Officer shall immediately notify Hamblen County 911 and shall advise the dispatcher of his location and his opinion as the possible criminal conduct or situation occurring at the residence or location where he is located with a request that a full-time deputy be dispatched immediately. The Animal Control Officer shall remain at the location securing/detaining the necessary persons and property until a full-time deputy arrives. At that point the Animal Control Officer shall provide such assistance as is directed by the full-time deputy or the deputy's immediate supervisor until he is released to continue about his other duties as an Animal Control Officer.

8) Animal Control Officers during the period of time when they are acting in a law enforcement capacity as an auxiliary deputy shall maintain a log with a narrative of their activities and the time expended as an auxiliary deputy in order to provide documentation toward the number of hours that they are working in a law enforcement capacity.

9) Unless specifically requested by the Sheriff, the Chief Deputy, or their designee, Animal Control Officers shall not undertake any other or additional duties or responsibilities other than as specified above related to law enforcement.

10) The Sheriff and Director of Animal Control shall meet annually to review the Memorandum of Understanding, the performance of Animal Control Officers as auxiliary deputies in their law enforcement capacity, and make such modifications or issue such directives as may be necessary to comply with all applicable statutes and the needs for the animal control department to continue to perform all their essential duties and responsibilities of their positions as both Animal Control Officer and Auxiliary Deputy.

Executed this ____ day of _____, 2020

Hamblen County Animal Control

Hamblen County Sheriff's Department

Hamblen County Mayor

DRAFT

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2020 by and between the CITY OF MORRISTOWN, TENNESSEE, a municipal corporation, created by the Private Acts of the Tennessee Legislature for 1903, Chapter 103 ("CITY") and HAMBLEN COUNTY, TENNESSEE, a political subdivision of the State of Tennessee ("COUNTY").

WHEREAS

1. The COUNTY has created an Animal Control Division to County Government for the purpose of providing animal control services to the citizens of the County;
2. The COUNTY has contracted with the Morristown-Hamblen Humane Society to provide shelter services for the citizens of the County;
3. The CITY wishes to provide animal control and shelter services to the citizens within its corporate limits by contracting with the COUNTY to supply both services to city residents;
4. The COUNTY and CITY enter this agreement to accomplish the above stated goals.

TERMS AND CONDITIONS

IT IS THEREFORE AGREED BY AND AMONG THE PARTIES THAT:

- a) **Animal Control Services.** During the term of this agreement, including extensions and renewals, the COUNTY shall provide animal control services for residents of the CITY that will include but not limited to, a) enforcement of all state and local animal laws, ordinances and resolutions; b) investigate and prosecute animal cruelty and neglect complaints, c) respond to animal complaint calls from citizens, d) impound strays, e) respond to emergency animal calls when an animal or a human is eminently in danger or when a law enforcement officer deems their assistance is needed due to a dangerous animal regardless of time of day or day of the week.
- b) **Animal Shelter Services.** During the term of this agreement, including extensions and renewals, the COUNTY shall provide animal shelter services for CITY residents through its contract with the Morristown Hamblen Humane Society. The Shelter Services shall consist of a) housing and caring for all stray dogs and cats picked up by Animal Control or surrendered by City residents with a sliding scale fee structure ; b) animal adoption services; and c) end of life services for the very sick, older or injured animals with a sliding scale fee structure.
- c) **Education Services.** The COUNTY ACO DIVISION will provide public education programs to promote spay/neuter issues, questions and/or concerns. It will also help educate the public how to resolve animal behavior issues that are causing problems for pet owners and/or their families.

- d) **Budget and Financial Reports.** During the term hereof and any renewal term, the COUNTY shall submit to the CITY administration each budget cycle a budget request for funding for the subsequent fiscal year based on the needs of the ACO department to provide its services to the residents of the CITY and COUNTY. The COUNTY shall supply the CITY administration with monthly/quarterly expenditure reports.
- e) **Termination.** Any party may terminate this contract for cause by providing written notice of the cause alleged to entitle the notifying party to terminate the agreement. If the alleged cause is not corrected within forty-five (45) days of notification, the notifying party may declare default and terminate the agreement on a date certain which shall not be less than thirty (30) days. During the notice period, the COUNTY agrees to continue providing care for the animals until the notice period expires. Thereafter, it shall be the responsibility of the CITY and COUNTY to care for the animals and comply with their obligations concerning animal control.
- f) **Term.** Unless earlier terminated pursuant to this agreement, the term shall commence as of November 1, 2020 ending at midnight June 30, 2021. This agreement will automatically renew for a period of one (1) year on July 1, 2021 and each subsequent year unless either party notifies the other in writing no less than sixty (60) days prior to the end of the term that it does not wish to renew the agreement.
- g) **Funding.** During the term of this agreement, the CITY shall make monthly/quarterly payments to the COUNTY for the services provided for the amount agreed upon during the budget process.
- h) **Binding Parties.** This agreement shall be binding on parties hereto, their successors and assigns.

EXECUTED on this day and date first above appearing

CITY OF MORRISTOWN, TENNESSEE ("CITY")

BY: _____
GARY CHESNEY, MAYOR

HAMBLEN COUNTY, TENNESSEE ("COUNTY")

BY: _____
BILL BRITAIN, MAYOR

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020 by and between HAMBLEN COUNTY, TENNESSEE, a political subdivision of the State of Tennessee ("COUNTY"); and MORRISTOWN-HAMBLEN HUMANE SOCIETY, a non-profit agency created by Charter on July 19, 1972 ("MHHS"), which is operated by a board of directors ("BOARD").

WHEREAS

1. The COUNTY has created an Animal Control Division to County Government for the purpose of providing animal control services for the citizens of the County;
2. The COUNTY has contracted with the City of Morristown ("CITY") to provide animal control services for residents within the Morristown corporate limits;
3. The agreement between the CITY and COUNTY also includes the COUNTY providing animal shelter services to City residents through this agreement with MHHS;
4. The COUNTY wishes to contract with the Morristown-Hamblen Humane Society to provide animal shelter services for the COUNTY'S Animal Control Department and its obligations to the CITY under the terms of the animal care services agreement between the COUNTY and the CITY;

TERMS AND CONDITIONS

IT IS THEREFORE AGREED BY AND AMONG THE PARTIES THAT DURING THE TERM OF THIS CONTRACT, INCLUDING EXTENSIONS AND RENEWALS:

- (a) **Animal Shelter Services.** The MHHS shall provide animal shelter services that will include, but are not limited to, a) housing and care for all stray dogs and cats from citizens of Hamblen County and the City of Morristown; b) housing and care for all dogs and cats confiscated and/or impounded by animal control officers (ACO); c) animal adoption services; d) animal rescue programs e) end of life services for very sick, older, or injured animals with a sliding-scale fee structure; and f) animal owner-surrender services as space permits with a sliding-scale fee structure to help cover the costs for caring for the animals.
- (b) **Office Space.** MHHS will provide office space for the ACOs to work from. The County will provide the furniture and computer equipment for the office. The County will provide a direct phone line for animal control calls with an answering machine to record messages.
- (c) **Education Services.** MHHS will partner with the Animal Control Department to provide public education programs to promote spay/neuter issues, and to answer questions and/or concerns. It will also help education the public about how to resolve animal behavior issues that are causing problems for pet owners and/or their families.

- (d) **Board.** The BOARD shall consist of thirteen (13) members, eight of whom shall be selected by MHHS; the City Mayor, or his designee; the County Mayor, or his designee; a Hamblen County citizen who may reside in the city, appointed by the City Mayor; a Hamblen County citizen who may reside in the City, appointed by the County Mayor; and a citizen appointed by City Council who may not be an employee or officer of the City or County. If there should be a conflict between the MHHS by-laws and this provision, MHHS shall amend its by-laws to conform to this agreement. (Possible changes to Board membership may be negotiated.)
- (e) **Tax exempt status.** MHHS shall maintain a 501(c)(3) tax exempt status with the Internal Revenue Service.
- (f) **Budget and Financial reports.** MHHS shall submit to the County Finance Department a proposed budget and appropriations request for the subsequent fiscal year by March 15th. MHHS shall submit monthly financial reports to the County Mayors' office by the 15th day of each month.
- (g) **Accounting reports.** MHHS shall conduct a separate accounting report of funds received for fines, adoption fees, rescue reimbursements/operations, building donations, and all other funds.
- (h) **Audit.** MHHS shall have a financial audit completed for each fiscal year and shall submit said audit report to the Animal Control Director and the County Mayors' offices.
- (i) **Insurance.** MHHS shall obtain and maintain all appropriate insurance policies, including, but not limited to, workers' compensation insurance, comprehensive liability insurance and officers and directors insurance with coverage's and companies which are A-rated or better. The County will carry workers' compensation and all appropriate liability insurance for the ACO's.
- (j) **Termination.** Any party may terminate this contract for cause by providing written notice of the cause alleged to entitle the notifying party to terminate the contract. If the alleged cause is not corrected within forty-five (45) days of notification, the notifying party may declare default and terminate the contract on a date certain which shall not be less than thirty (30) days. During the notice period, MHHS agrees to continue providing care for the animals until the notice period expires. Thereafter, it shall be the responsibility of the CITY and COUNTY to care for the animals and comply with their obligations concerning animal control. Once the notice period expires, MHHS agrees to give the CITY and COUNTY access to the premises to care for the animals until the City and County can arrange for another location to provide animal care. In the event of termination, all requirements of MHHS to report to the CITY and/or COUNTY, based upon this Contract, shall terminate.

- (k) **Operating Funds.** In the event of termination or non-renewal of this agreement, the MHHS will not be responsible for refunding any operating funds to the COUNTY.
- (l) **Debts of MHHS.** In the event of a termination or non-renewal of this agreement, the COUNTY and the CITY shall not be responsible for any outstanding debts, including loans, unpaid payroll or payroll taxes, and accounts payable accumulated through the effective date of termination or end of the contract term.
- (m) **Fees.** All of the fees paid by animal owners associated with impoundment of their animals shall be collected by MHHS and become the sole property of MHHS.
- (n) **Indemnification.** MHHS shall indemnify and hold the COUNTY harmless from any claims, losses or liability which may arise from the MHHS's operations or acts of its employees, officers and directors. (MHHS will not be held accountable for any animal control complaints in which the CITY OR COUNTY officers refuse to enforce when recommended by animal control humane officers)
- (o) **Term.** Unless earlier terminated pursuant to this agreement, the term shall commence as of November 1, 2020 ending at midnight June 30, 2021. This agreement will automatically renew for a period of one (1) year on July 1, 2021 unless any party notifies the others in writing no less than 60 days prior to the end of the term that it does not wish to renew the agreement
- (p) **Funding.** During the term hereof, funding shall be in monthly installments of \$20,000. Payments shall be made on or before the 15th day of each month.
- (q) **Independent contractors.** In performing their duties and exercising their rights hereunder, the parties shall be deemed to be acting as independent contractors.
- (r) **Binding parties.** This agreement shall be binding on the parties hereto, their successors and assigns.

EXECUTED on the day and date first above appearing.

HAMBLEEN COUNTY, TENNESSEE ("COUNTY")

By: _____
BILL BRITTAIN, COUNTY MAYOR

MORRISTOWN-HAMBLEH HUMANE SOCIETY ("MHHS")

By: _____
BOARD PRESIDENT

Prepared 9/11/2020

DRAFT

**Hamblen County Animal Control
FY 2020-21 Budget**

55120 Rabies and Animal Control

Account Number	Account Description	8 mo Budget Amount	Annual	
105	Supervisor/Director	\$ 25,500.00	\$ 38,000.00	
133	Paraprofessionals (ACO)	\$ 18,700.00	\$ 28,000.00	
169	Part-Time Personnel (ACO)	\$ -	\$ -	
187	Overtime	\$ 2,500.00	\$ 5,000.00	
201	Social Security	\$ 2,750.00	\$ 4,100.00	
204	TCRS/Pension	\$ 3,200.00	\$ 4,625.00	
206	Life Insurance	\$ 70.00	\$ 100.00	
207	Medical Insurance	\$ 11,500.00	\$ 17,000.00	
212	Employer Medicare	\$ 675.00	\$ 1,000.00	
307	Communications	\$ 1,500.00	\$ 3,000.00	2 cells/1 land line/2 jet packs for MDTs
312	Contracts w/Private Agencies	\$160,000.00	\$240,000.00	MHHS
333	Licenses	\$ 200.00	\$ 600.00	
336	Maintenance/Repair Equipment	\$ 300.00	\$ 300.00	
337	Maintenance/Repair Office Equipme	\$ 400.00	\$ 400.00	
338	Maintenance/Repair Vehicle	\$ 500.00	\$ 1,000.00	
351	Rentals	\$ -	\$ -	
355	Travel	\$ 725.00	\$ 725.00	training
356	Tuition	\$ 525.00	\$ 525.00	training
359	Disposal Fees	\$ 250.00	\$ 250.00	
425	Gasoline	\$ 8,000.00	\$ 12,000.00	\$1,000/mo
435	Office Supplies	\$ 500.00	\$ 600.00	
450	Tires & Tubes	\$ 500.00	\$ 1,500.00	
499	Other Supplies/Materials	\$ 2,000.00	\$ 2,000.00	
599	Other Charges	\$ 1,000.00	\$ 1,000.00	Uniforms/Boots
709	Data Processing Equipment	\$ 1,000.00	\$ 1,000.00	PC in office
790	Other Equipment (taser)	\$ 1,000.00	\$ 1,000.00	\$500/yr per taser w/ license
	TOTAL	\$243,295.00	\$363,725.00	

September 24, 2020

CAPITAL

Used Vehicles (Van, SUV)	\$ 55,000.00	
MDT/Mount (2)	\$ 5,000.00	\$1,500 MDT; \$1,000 mount /each
Animal Cages for Vehicles	\$ 5,250.00	
Body camera	\$ 1,050.00	\$522/each
Radio (2)	\$ 1,200.00	\$600/each
Outer vest (2)	\$ 1,000.00	\$500/each
Handgun (2)	\$ 1,000.00	G17 \$500/each
Handgun belt and holster	\$ 500.00	\$240/set
	<u>\$ 70,000.00</u>	

September 24, 2020

Animal Control Call Out Criteria

Definition – **Imminent Danger** is happening now or about to happen. (Ex: Dog attack and not under control)

DOG BITES -

If a dog is contained and no longer a threat to public safety, Animal Control can follow up the next business day regardless of the severity of the bite. All parties involved should be told to call the Animal Control phone line _____ and leave their contact information. Ask citizens to leave a message if they are not calling during business hours.

ANIMALS RUNNING AT LARGE COMPLAINT –

Dog or multiple dogs running loose does **NOT** meet criteria for a call out unless the dog or dogs pose “imminent danger” to humans without provocation. Ask complainant to leave a message on the Animal Control answering machine.

A dog running at large that may get hit by an automobile does **NOT** meet the criteria for an emergency call out.

Move dead dogs or cats that were hit by an automobile to the side of the road for the ACO to pick up the next business day. Leave a message on the Animal Control answering machine with location of dead animal.

Dogs and Cats hit by an automobile and still alive, meets the criteria for an emergency call out.

ANIMAL ABUSE OR CRUELTY COMPLAINT -

If animals are active and not in immediate danger of dying, have caller leave message for animal control to follow up the next business day.

A complaint about barking dogs does **NOT** meet emergency call-out criteria. Ask complainant to leave message on the Animal Control answering machine.

Not sure how livestock complaints will be handled.

10 DAY RULE

Randy DeBord asked if we had a motion. Tim Goins made motion, seconded by Jim Stepp to rescind the 10 Day Rule for Contract Approvals.

Voting for:

Howard Shipley
Jim Stepp

Against:

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Taylor Ward
Tim Goins	
Bobby Haun	

Motion Failed.

6.e.

MILEAGE REIMBURSEMENT RATE

Motion by Maudie Briggs, seconded by Larry Baker to approve the adoption of the amendment to the travel policy adjusting the mileage rate to match the state rate of \$.38/mile.

Voting for	Voting against	Absent
Dennis Alvis	None	Donald Gray
Larry Baker		
Maudie Briggs		
Ricky Bruce		
Guy Collins		
Doyle Fullington		
Herbert Harville		
Linda Noe		
Edwin Osborne		
Nancy Phillips		
Bobby Reinhardt		
Joe Spooone		

(Tom Lowe was out of the courtroom at the time of this vote)

10 DAY RULE

Motion by Maudie Briggs, seconded by Herbert Harville to have contracts put in regular committee packets to discuss at committee, but take no action until the following month's committee meeting.

(Tom Lowe returns to the courtroom)

Voting for: all Voting against: none

ELECTION COMMISSION SIGN

Motion by Dennis Alvis, seconded by Tom Lowe to approve the sign for the Election Commission Office in the amount of \$125.

Voting for: all Voting against: none

CHEROKEE PARK PARKING CONCESSION AGREEMENT

Motion by Dennis Alvis, seconded by Tom Lowe to accept the following agreement between Cherokee Park and the Rescue Squad.

Voting for: all Voting against: none

CLARIFICATION 10 DAY RULE

Motion by Herbert Harville, seconded by John Smyth to approve the request for clarification of the "10 DAY RULE-Contracts will be put in the regular committee packets to be discussed at the committee meeting, but no action will be taken until the subsequent County Commission meeting (normally 10 days after the monthly committee meeting)."

Chair R. Eldridge	YES	L. Carter	YES	Roll Call Discussion Voting Results Agenda Setup Options
S. Ford	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	(M) YES	D. Wampler	YES	
J. Huntsman	YES	L. Jarvis	YES	

6b.

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

Majority Vote >

SURPLUS ITEMS FOR CIRCUIT COURT CLERK

Motion by Tim Goins, seconded by Randy DeBord to approve
the Surplus Items for the Circuit Court Clerk.

Brother Printer – Model HL-52 – Serial #U61444F8J621369

Voting: "All in Favor say I"

Jeff Akard	Joe Huntsman
Eileen Arnwine	Tim Horner
Chris Cutshaw	Wayne NeSmith
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:

None

Motion Passed unanimously.



To: Hamblen County Commission

From: Bill Brittain *BB*

Date: September 2, 2020

Re: Surplus Item for Circuit Court Clerk

Hamblen County would like to surplus the following items from the Circuit Court Clerk's office.

- 1) Brother Printer – Model HL-52 – Serial # U61444F8J621369

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • *office.* 423.586.1931 • *fax.* 423.585.4699

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

September 24, 2020

REQUEST TO BID HALE PROPERTY DEVELOPMENT PROJECT

Motion by Tim Horner, seconded by Randy DeBord to approve the request from Mayor Brittain to proceed with Bidding the Hale Property Development .

Voting for:

Eileen Arnwine	Joe Huntsman
Chris Cutshaw	Tim Horner
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:

Jeff Akard
Wayne NeSmith


Motion Passed.



OFFICE OF THE MAYOR

September 10, 2020

To: Justice Center Project Committee
Hamblen County Commission

From: Bill Brittain, County Mayor 

Re: Hale Property Development

The following is a proposal for the development of the Hale Property.

ADA Improvements to Hale House – estimated cost \$150,000

- Handicapped entrance at west end of house
- Addition of ADA compliant restroom
- Upgrade of electrical service throughout the house
- Painting of first floor
- Sanding and finishing of wooden floors
- Replacement or Painting of metal roof
- Replacement of some lighting fixtures
- Complete restroom facilities in basement

Parking Lot Development – (see diagram) estimated cost \$150,000

- Add 67 spaces on less than ½ acre of property
- No retention pond required
- Entrance from West Third North Street
- Sidewalks to front and rear of Hale House
- Keep the historic white tool shed

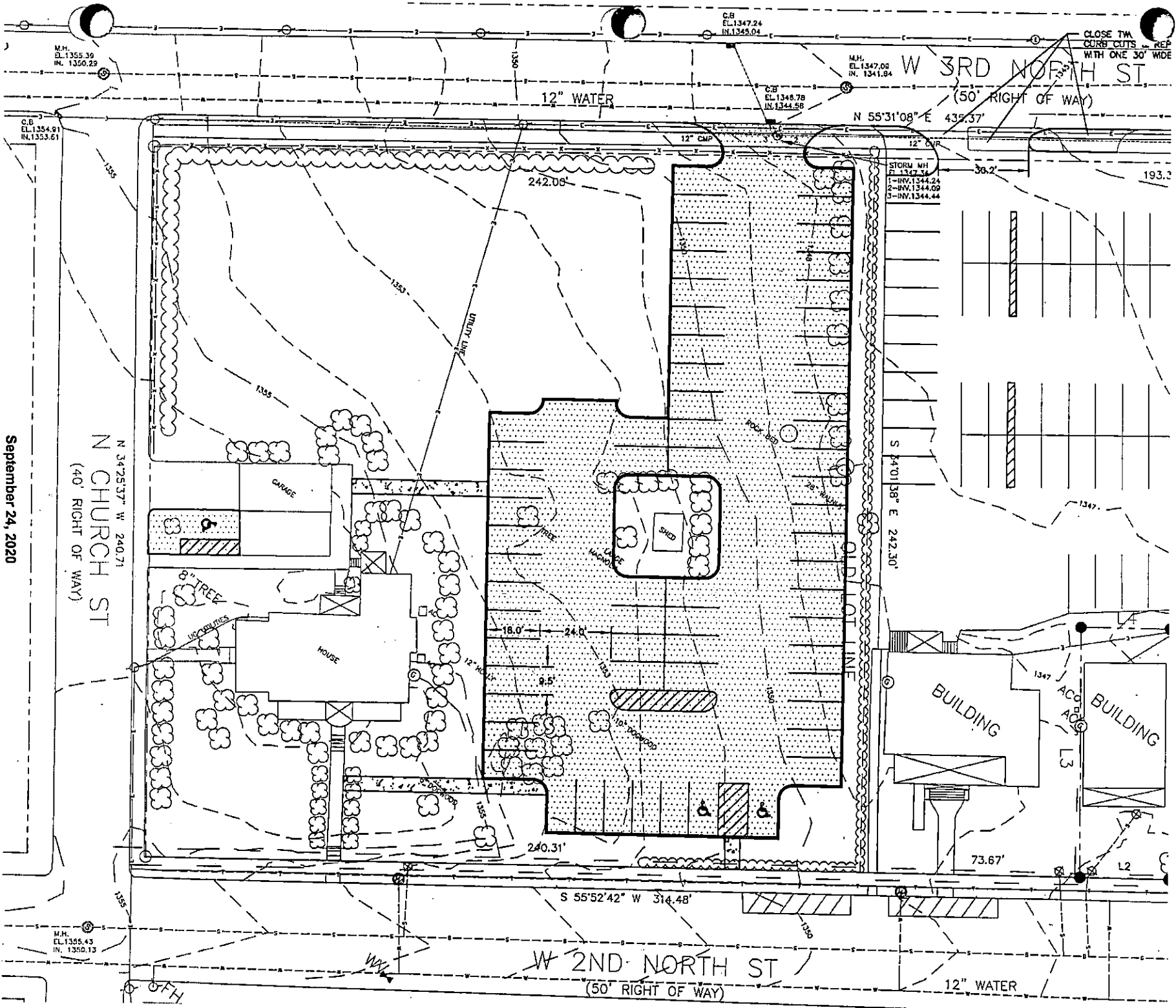
Maintenance House Repair – estimated cost \$75,000

- Replace roof and gutters, add shutters to front windows, paint exterior trim
- Repair/replace front porch and handicapped ramp
- Repair first floor restroom, add new sewer cleanout, basement plumbing repairs
- Repair/replace first floor flooring
- Convert basement entrance to ramp
- Add privacy fence at east side of building
- Staff repairs – Front Storm Door, Add electrical outlets, Add Shelving in basement and office

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.585.4699

www.HamblenCountyTn.gov • September 24, 2020 • bbrittain@co.hamblen.tn.us



M.H.
EL. 1355.39
IN. 1350.29

C.B.
EL. 1347.24
IN. 1348.04

M.H.
EL. 1347.09
IN. 1341.84

CLOSE T.M.
CURB CUTS ... REP
WITH ONE 30' WIDE

12" WATER

W 3RD NORTH ST
(50' RIGHT OF WAY)

N 55°31'08" E 435.37'

C.B.
EL. 1354.91
IN. 1353.61

STORM MH
1-INV. 1344.24
2-INV. 1344.09
3-INV. 1344.44

193.2

September 24, 2020

N 34°25'37" W 240.71'
N CHURCH ST
(40' RIGHT OF WAY)

GARAGE

HOUSE

SHED

BUILDING

BUILDING

S 55°52'42" W 314.48'

W 2ND NORTH ST
(50' RIGHT OF WAY)

M.H.
EL. 1355.43
IN. 1350.13

12" WATER

Survey

 **AIA® Document C172™ – 2014**

Standard Form of Agreement Between Owner and Program Manager for use on a Single Project

AGREEMENT made as of the 20 day of August in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Project Manager's client identified as the Owner:
(Name, legal status, address, and other information)

Office of Hamblen County Mayor
511 West Second North Street
Morristown, TN 37814

and the Project Manager:
(Name, legal status, address, and other information)

BurWil Construction Company, Inc
1545 Western Avenue
Knoxville, TN 37921

for the following Project:
(Name, location, and detailed description)

Hamblen County Justice Center
511 West Second North Street
Morristown, TN 37814

The Owner and Project Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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(1899121507)

September 24, 2020

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.2 Definitions

§ 1.2.1 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.
Program Manager shall mean Project Manager in this agreement.

§ 1.3 Project Information

§ 1.3.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

RFQ dated July 10, 2020
Exhibit B BurWil's Response to RFQ dated July 30, 2020
Exhibit C Proposed Pricing and Services dated August 19, 2020

§ 1.3.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographical surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The proposed Justice Center is a three (3)-story building with basement in approximately 196,000 square feet. It will consist of a 600-625-bed jail facility, three (3)-courtrooms, clerk office, community service office, judges office suite, and jail administration. The total project budget is \$60-65 million.

§ 1.3.3 Preliminary assessment of the condition of existing facilities or site, if any:
(Identify or describe written reports of the conditions of existing facilities or site.)

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Several residential houses and support buildings that will be demolished.

§ 1.3.4 Funding source:

(Identify anticipated funding sources, and deadlines or schedules related to funding, as well as whether funding is authorized.)

Hamblen County

§ 1.3.5 The Owner's budget for the Project:

(Provide the Owner's total budget for the Project and, if known, a line-item breakdown of all costs described in Section 3.5.1.)

\$60 to \$65 million inclusive of design, construction, FF&E, and fees

§ 1.3.6 The Owner's intended procurement or delivery method for design and construction of the Project:

(Identify method such as competitive bid, negotiated contract, multiple prime contracts, or construction management.)

Competitive bid for prequalified contractors

§ 1.3.7 Anticipated scheduling information:

(Include overall Project duration and milestones. If known, include proposed dates for commencement and completion of design, commencement and completion of construction, occupancy, and any other critical scheduling information for the Project.)

.1 Anticipated dates of Project commencement and completion:

.1 Commencement of design, if other than the date of this Agreement:

N/A

.2 Completion of design:

September 2020

.3 Commencement of construction:

January / February 2021

.4 Completion of construction:

TBD

.2 Other Project scheduling information:

§ 1.3.8 Other information regarding the Project:

(Identify any other available studies or reports, as well as special characteristics or needs of the Project, such as historic preservation requirements, not provided elsewhere.)

§ 1.3.9 The Owner's anticipated sustainable objective for the Project, if any:

(Identify the Owner's sustainable objective for the Project such as sustainability certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency.)

None

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§ 1.4 Project Team

§ 1.4.1 The Owner will retain the following consultants and contractors:
(List name, discipline, address, and other information.)

Moseley Architects
6210 Ardrey Kell Road
Suite 425
Charlotte, NC 28277

§ 1.4.2 The Project Manager will retain the consultants identified in Sections 1.4.2.1 and 1.4.2.2:
None anticipated

§ 1.4.2.1 Consultants retained under Basic Services:
(List name, discipline, address, and other information.)

None

§ 1.4.2.2 Consultants retained under Additional Services:
(List name, discipline, address, and other information.)

None Identified

§ 1.4.3 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other information.)

Bill Brittain
County Mayor
511 West Second North Street
Morristown, TN 37814

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

Tim Horner
7476 Circle Point Drive
Talbott, TN 37877

§ 1.4.5 The Project Manager identifies the following representative in accordance with Section 2.4:
(List name, address, and other information.)

Tony Pettit
Manager of Knoxville Operations
1545 Western Ave
Knoxville, TN 37921
865-409-4825 (o)
865-776-3836 cell

Michael Scott
Assistant Project Manager
1545 Western Ave
Knoxville, TN 37921
865-409-4825 (o)

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865-315-3315 cell

Stacy Prince
Safety Director
620 Locust Street
Bristol, TN 37620
423-968-4158 (o)
423-483-5186 cell

§ 1.5 Other Initial Information on which the Agreement is based:

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

ARTICLE 2 PROJECT MANAGER'S RESPONSIBILITIES

§ 2.1 The Project Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Project Manager shall perform its services consistent with the skill and care ordinarily provided by project managers practicing in the same or similar locality under the same or similar circumstances. The Project Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

(Paragraph deleted)

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

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

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

§ 2.7 Insurance. The Project Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Project Manager normally maintains, the Owner shall reimburse the Project Manager for any additional cost as set forth in Section 10.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Project Manager and non-owned vehicles used by the Project Manager with policy limits of not less than One Million (\$ 1,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Project Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

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§ 2.7.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than One Million (\$ 1,000,000).

§ 2.7.5 Professional Liability covering negligent acts, errors, and omissions in the performance of professional services, with policy limits of not less than Three Million (\$ 3,000,000) per claim and Three Million (\$ 3,000,000) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Project Manager's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Project Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies. See Exhibit A

ARTICLE 3 SCOPE OF PROJECT MANAGER'S BASIC SERVICES

§ 3.1 General

§ 3.1.1 The Project Manager's Basic Services consist of those described in this Article 3. The Project Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Project Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs employed in connection with the construction of the Project, nor shall the Project Manager be responsible for the failure of the Owner's consultants or contractors to perform services for, or the construction of, the Project in accordance with the plans, specifications, or other contract or legal requirements. The Project Manager shall be responsible for the Project Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Owner's consultants or contractors.

§ 3.1.2 The Project Manager shall provide the Owner with a preliminary evaluation of the Owner's program, schedule, and construction budget requirements, each in terms of the other.

§ 3.1.3 The Project Manager shall assist the Owner in determining the Owner's need for retaining consultants to provide professional and other services for the Project, and assist the Owner in reviewing qualifications and selecting any such consultants. The Project Manager shall review the development of the construction documents for the Project, and provide recommendations to the Owner for systems, materials, equipment, and techniques that may be utilized to achieve design standards for the Project, if any.

§ 3.1.4 The Project Manager shall assist the Owner in selecting the services of independent testing laboratories, review their reports, and make recommendations, if any, to the Owner based on that review.

§ 3.1.5 The Project Manager shall assist the Owner in coordinating the professional services of surveyors, special consultants, and testing laboratories required for the Project.

§ 3.1.6 The Project Manager shall assist the Owner in reviewing the qualifications of, and in selecting and retaining, the Contractor for Project.

(Paragraph deleted)

§ 3.1.8 The Project Manager shall develop a strategy, procedure, and schedule to assist the Owner in obtaining the required reviews and approvals of authorities having jurisdiction over the Project; and shall assist the Owner in connection with the Owner's responsibility for filing documents required for such approvals. The Project Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractor. The Project Manager shall verify that the Owner has paid applicable fees and assessments.

§ 3.1.9 The Project Manager and the Owner shall discuss the feasibility of incorporating sustainable objectives in the Project.

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§ 3.1.10 The Project Manager shall retain all Project related documents and information it receives. Upon reasonable notice, the Owner shall have access to all such documents and information. Project participants shall have access to such documents and information only as approved by the Owner. The Project Manager shall preserve such documentation and information for a period of one year from the date of Substantial Completion and at that time provide a copy to the Owner.

§ 3.2 Project Management Plan

§ 3.2.1 In order to ascertain the requirements of the Project, the Project Manager shall review and discuss with the Owner the Initial Information, along with any other information to be furnished by the Owner and listed below. (List other information to be furnished by the Owner.)

§ 3.2.2 The Project Manager shall develop and document a Project Management Plan with recommendations for the Owner's internal management of the Project, including a description of, and requirements pertaining to, the following:

- .1 Project management approach and organization, including executive, management and team staffing plan and responsibilities;
- .2 Project planning and development activities, including strategic planning; prioritizing; and defining scope, schedule, and budget for the Project;
- .3 Cost estimates, if selected in Section 4.1;
- .4 Project management controls, including scope, budget/cost, schedule, and quality management plan;
- .5 Procurement strategies and procedures, including strategy for procurement of design services and construction; procedures for pre-purchase of material, systems, and equipment; procedures for assisting in evaluating and approving substitutions; and strategy for affirmative action or diversity planning;
- .6 Authorization processes and procedures, including administrative approval processes and responsibilities, and key documentation for professional services and preconstruction services; processes and procedures for Project construction procurement, such as award, contracting, notice to proceed, Change Orders, payment certification; and Project closeout;
- .7 Project communication procedures, including systems, meetings, reporting, investigation, and records;
- .8 Development of design process guidelines, including coordination and permit process;
- .9 Development of construction process guidelines, including preconstruction and construction administration services, construction phase processes and procedures, program coordination, Change Order management, commissioning, and Project closeout procedures; and
- .10 Project acceptance and turnover guidelines relating to contract completion and closeout management, including record documentation, manuals and warranties.

(Paragraph deleted)

§ 3.2.4 The Project Manager shall obtain the Owner's approval of the Project Management Plan, and any subsequent revisions to the Project Management Plan.

(Paragraphs deleted)

§ 3.4 Project Report. On a monthly basis, or as otherwise agreed to by the Owner, the Project Manager shall prepare a Project Report. The Project Report shall include the following:

- .1 A summary update of the Project status, including photographs to document the progress of the Project
- .2 An updated Project Schedule
- .3 Actual and anticipated costs related to the Project
- .4 Cost and payment reports for each consultant and construction contract
- .5 Updated cash flow projections
- .6 Tests and inspection reports
- .7 A status report of nonconforming and rejected Work
- .8 Proposed and approved Change Orders
- .9 Any actual or potential claims pertaining to the Project
- .10 A status update of the Contractor's submittals
- .11 Other

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§ 3.5 Project Budget Control

§ 3.5.1 If the Owner has not established a budget for the Project, the Project Manager and the Owner shall collaborate to prepare a Project Budget, which shall include the costs for the Project Manager's services, the costs of the services of the Owner's other consultants, the costs for design and construction of the Project, reasonable cost contingencies, and additional cost projections and information as necessary. The Owner shall review and approve the Project Budget in writing. On a monthly basis, or as otherwise agreed to by the Owner, the Program shall update and provide reports on the Project Budget. If a Project Management Information System is selected in Section 3.3, the Project Manager shall organize the Project Budget in a manner that will allow costs to be tracked using the Project Management Information System.

§ 3.5.2 The Project Manager shall develop and implement a system of budget and cost controls to assist the Owner in the management of Project costs. The Project Manager shall prepare cash flow projections of costs for the Project.

(Paragraph deleted)

§ 3.5.4 The Project Manager shall report the impact on the Project Budget of contracts and Modifications proposed by the Owner and the Owner's consultants and contractors.

§ 3.6 Project Schedule Control

§ 3.6.1 The Project Manager shall prepare a Project Schedule showing priorities, sequences, durations, and responsible parties, for major design, pricing, construction, and Owner activities. The Project Schedule shall also identify critical milestone dates and schedule contingencies. As the Project progresses, the Project Manager shall update the status and expand the level of detail of the Project Schedule. The Project Schedule shall also incorporate or identify

- .1 dates for approvals and permits;
- .2 the design and construction schedules, including dates of commencement and completion, and other Project milestones;
- .3 Project components that need to be ordered or procured by the Owner, if any; and
- .4 the Owner's occupancy requirements, and any portions of the Project having occupancy priority.

§ 3.6.2 The Project Manager shall provide recommendations for sequencing and phasing to meet overall Project objectives.

§ 3.6.3 The Project Manager shall monitor and report on the progress of the Project and advise the Owner of observed deviations from the Project Schedule or key milestones that may impact Substantial Completion or final completion. The Project Manager shall include the reports in the Project Management Information System if selected in Section 3.3. The Project Manager shall consult with the Owner and the Owner's consultants and contractors and assist the Owner in developing recovery plans when the schedules or objectives are not being met.

§ 3.7 Project Quality Control

§ 3.7.1 The Project Manager shall establish quality control guidelines, that the Owner may include in agreements between the Owner and the Owner's consultants or contractors, and distribute them through the Information Management System, if one is selected in Section 3.3.

§ 3.7.2 The Project Manager shall confirm that the Contractor has prepared a safety program and quality control plan.

§ 3.7.3 Unless the Project Manager shall provide on-site representation as an additional service pursuant to Section 4.2.1, the Project Manager shall visit the site at intervals appropriate to the state of construction, or at the specific intervals or milestones set forth in Section 3.7.3.1, to become generally familiar with the progress and quality of the portion of the Work completed.

§ 3.7.3.1 If the Project Manager is required to visit the site at specific intervals or milestones, set forth such intervals or milestones below.

Two to four days per week or as needed basis

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§ 3.7.4 The Project Manager shall advise the Owner of observations it makes regarding deficiencies in the performance of the Owner's consultants and contractors.

§ 3.8 Other Services

§ 3.8.1 Subject to Sections 4.3.1 and 4.5.1, upon the Owner's written request, the Project Manager shall provide reasonable assistance in the areas of community and public relations, in order to enhance and maintain public awareness in furtherance of the interests of the Project and the Owner.

§ 3.8.2 The Project Manager shall schedule and conduct meetings with the necessary Project participants to coordinate the progress of the Project. The Project Manager shall also prepare minutes of such meetings. The Project Manager shall include its meeting minutes, as appropriate, in the Project Management Information System if selected in Section 3.3.

§ 3.8.3 The Project Manager shall assist the Owner in preparing construction contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by the Contractor.

§ 3.8.4 The Project Manager shall assist the Owner in selecting the dispute resolution procedures to be included in the agreements between the Owner and consultants and contractors for disputes arising out of the Project.

§ 3.8.5 Upon the written request of the Owner, the Project Manager shall evaluate and provide input to the Owner on claims arising out of the Project.

ARTICLE 4 ADDITIONAL SERVICES

Additional Services listed below are not included in Basic Services but may be required for the Project.

§ 4.1 Cost Estimating Services

The Project Manager shall provide to the Owner only the services in this Section that are designated by a check or "X" in the box adjacent to the listed service. The Owner shall compensate the Project Manager for the Additional Services selected in this Section 4.1 as set forth in Section 10.3.

(Designate the services the Project Manager shall provide by placing a check or "X" in the box adjacent to the listed service. If necessary, provide expanded or modified descriptions of the designated services in the section or in an exhibit attached to this document.)

X	§ 4.1.2 As the Architect progresses with the preparation of the schematic design, design development, and construction documents, the Project Manager shall prepare and update, at appropriate intervals agreed to by the Owner and Project Manager, written estimates of the Cost of the Work in increasing detail and refinement. The Project Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. The Project Manager shall advise the Owner in writing if it appears that the Cost of the Work may exceed the Project Budget and make recommendations for corrective action to be considered by the Owner and Architect, and if appropriate, incorporated by the Architect.
X	§ 4.1.3 The Project Manager shall provide written recommendations regarding add and deduct alternates to be considered by the Owner and Architect, and if appropriate, incorporated by the Architect in the Drawings and Specifications.

§ 4.2 Construction Contract Administration Services

The Project Manager shall provide to the Owner only the services in this Section that are designated by a check or "X" in the box adjacent to the listed service. The Owner shall compensate the Project Manager for the Additional Services selected in this Section 4.2 as set forth in Section 10.3.

(Designate the services the Project Manager shall provide by placing a check or "X" in the box adjacent to the listed service. If necessary, provide expanded or modified descriptions of the designated services in the section or in an exhibit attached to this document.)

X	§ 4.2.1 The Project Manager shall provide a staffing plan. The Project Manager shall determine in general that the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner and Architect in writing of observed defects and deficiencies in the Work.
X	§ 4.2.2 The Project Manager shall review information regarding tests and inspections provided by the Contractor, and provide

	written comments to the Owner, for consideration by the Owner and Architect, regarding any questions or concerns the Project Manager has with the information provided by the Contractor.
X	§ 4.2.3 If the Project Manager reasonably believes the Architect should reject Work or require additional inspection or testing of the Work, the Project Manager shall promptly recommend such actions to the Owner and Architect in writing. The Project Manager shall also recommend to the Owner, in writing, courses of action when requirements of a contract are not being fulfilled. The Project Manager shall include all recommendations required by this Section 4.2.3 in its Project Reports.
X	§ 4.2.4 The Project Manager shall review the Contractor's Applications for Payment and provide written recommendations, if any, to the Owner and Architect.
X	§ 4.2.5 If requested by the Architect and Owner, the Project Manager shall evaluate Contractor requests for information regarding the Contract Documents and provide written recommendations to the Owner and Architect.
X	§ 4.2.6 When requested by the Owner, the Project Manager shall review requests for changes, assist the Owner and Architect in evaluating and negotiating Contractors' proposals, and submit written recommendations to the Architect and Owner. Upon request by the Owner, the Project Manager will review Change Orders and Construction Change Directives prepared by the Architect and provide written comments regarding any questions or concerns the Project Manager has regarding the Change Orders or Construction Change Directives.
X	§ 4.2.7 The Project Manager shall review the Contractor's daily logs and other similar relevant data as the Owner may require, and provide written comments to the Owner regarding any questions or concerns the Project Manager has regarding the daily logs or other data.
X	§ 4.2.8 The Project Manager shall evaluate whether the Work, or a designated portion thereof, is substantially complete and provide its written recommendations to the Owner and Architect. Upon the Contractor's completion of the Work, the Project Manager shall inspect the Work and provide written recommendations to the Owner and Architect.
X	§ 4.2.9 With the Architect and the Owner's maintenance personnel, the Project Manager shall observe the Contractor's final testing and start-up of utilities, operational systems and equipment, and observe any commissioning as the Contract Documents may require.
X	§ 4.2.10 The Project Manager shall assist the Owner in establishing a procedure for tracking and submission of records, warranties, guarantees, and documents pertaining to systems verification and Project close-out. The Project Manager shall deliver to the Owner all keys, manuals, record drawings, and maintenance stocks it receives from the Contractor.
X	§ 4.2.11 The Project Manager shall review the Contractor's final Application for Payment and provide written recommendations, if any, to the Owner and Architect.
X	§ 4.2.12 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Project Manager shall, without additional compensation, attend a meeting with the Owner and Architect to review the facility operations and performance.

§ 4.3 The Project Manager shall provide the listed Additional Services only if specifically designated in the table below as the Project Manager's responsibility, and the Owner shall compensate the Project Manager as provided in Section 10.3.

(Designate the Additional Services the Project Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.4 or in an attached exhibit. If in an exhibit, identify the exhibit. AIA Contract Document numbers are cited, where applicable, to provide a basis for the proposed scope of services, but may need to be revised to be applicable in the project management context.)

Services	Responsibility (Project Manager, Owner or not provided)	Location of Service Description (Section 4.4 below or in an exhibit attached to this document and identified below)
§ 4.3.1 Community communications not included in Section 3.8.1	Owner	
§ 4.3.2 Capital campaign support	Owner	
§ 4.3.3 Assistance with sustainability certifications	Owner/Project Manager	
§ 4.3.4 Affirmative action/diversity compliance and outreach	Owner	
§ 4.3.5 Existing facilities analysis	Owner	
§ 4.3.6 Site Selection Analysis (B203™-2007)	Owner	
§ 4.3.7 Economic analysis	Owner	

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§ 4.3.8 Programming (B202™-2009)	Architect	
§ 4.3.9 Master planning	Architect	
§ 4.3.10 Design standards services	Architect	
§ 4.3.11 Early procurement of materials and equipment	Owner/Project Manager	
§ 4.3.12 FF&E procurement coordination	Project Manager	
§ 4.3.13 Life cycle analysis	Architect	
§ 4.3.14 Move management	Owner/Project Manager	
§ 4.3.15 Coordination of hazardous material testing or abatement	Owner/Project Manager	
§ 4.3.16 Payroll compliance services	Owner/Project Manager	
§ 4.3.17 Stakeholder relationships management	Owner/Project Manager	

§ 4.4 Insert a description of each Additional Service designated in Section 4.3 as the Project Manager's responsibility, if not further described in an exhibit attached to this document.

Printing costs of large format documents

§ 4.5 Additional Services may be provided after execution of this Agreement without invalidating this Agreement. Except for services required due to the fault of the Project Manager, any Additional Services provided in accordance with this Section 4.5 shall entitle the Project Manager to compensation pursuant to Section 10.4.

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

- .1 Services necessitated by a change in the Initial Information; a change to previous instructions or approvals given by the Owner; or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's Project Schedule or Project Budget, or procurement or delivery methods listed in Section 1.3.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations, or by official interpretations, after the date of this Agreement;
- .3 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Project Manager is party thereto;
- .4 Services required to assist in the repair or replacement of any elements of construction for any cause except the negligence of the Project Manager; or
- .5 Services required by deficiencies in the performance or default of Owner's consultants or contractors.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide and update information regarding requirements for, and limitations on, the Project in a timely manner, including the information in Article 1; information pertaining to other objectives, schedule constraints and criteria, and site requirements; and any other information either described in Article 5 or required for the Project Manager to perform its services.

§ 5.2 The Owner shall collaborate with the Project Manager to establish and periodically update the Project Budget including (1) the Project Manager's costs, (2) design and construction costs, (3) the Owner's other costs, and (4) reasonable contingencies related to all of these costs. The Owner shall promptly notify the Project Manager if the Owner if significantly increases or decreases the Project Budget.

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§ 5.3 The Owner shall retain all contractors and consultants necessary to carry out the Project except for those consultants retained by the Project Manager as listed in Section 1.4.2. The Owner shall provide the Project Manager with a copy of all executed agreements between the Owner and its consultants and contractors, and any modifications to those agreements. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided, and require that its contractors maintain commercial general liability insurance and other liability insurance as appropriate to the services or work provided. The Owner shall require all contractors to name the Project Manager and its consultants as Additional Insureds on all insurance policies where available.

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

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

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

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

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

§ 5.9 The Owner shall provide, and shall require that its consultants and contractors provide, prompt written notice to the Project Manager if they become aware of any fault or defect in the Project, including errors, omissions or inconsistencies in any documents produced by, or services provided by, the Project Manager.

§ 5.10 In the agreements between the Owner and the Owner's consultants or contractors, the Owner shall include a duty that the consultant or contractor cooperate with the Project Manager and provide information and documents reasonably necessary for the Project Manager to prepare and update the Project Management Plan or as otherwise required for the Project Manager to perform its services.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Project Manager's consultants through the Project Manager about matters arising out of or relating to the Project. The Owner shall communicate with its own forces, consultants, and contractors, and coordinate its own internal information and communications that are necessary for the Project. The Owner shall notify the Project Manager of any such communication that affects the Project. The Owner shall promptly notify the Project Manager of any direct communications that may affect the Project Manager's services.

§ 5.12 The Owner shall provide the Project Manager access to the Project site and other facilities under the Owner's control and associated with the Project. The Owner shall obligate its contractors to provide the Project Manager access to the Project site wherever Work is in preparation or progress.

§ 5.13 The Owner shall purchase and maintain, or require its contractors to purchase and maintain, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for

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the entire Project at the site on a replacement cost basis without optional deductibles. This policy shall cover reasonable compensation for Project Manager's services and expenses required as a result of such insured loss.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Project Manager assigns to the Owner its rights, including copyright, in its Instruments of Service. The Project Manager shall obtain a similar assignment to the Owner from the Project Manager's consultants consistent with this Agreement. For purposes of this Agreement, Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Project Manager, the Owner, and their consultants and contractors under their respective services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

§ 6.2 The Project Manager and Owner warrant that in transmitting any information, including Instruments of Service, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 6.3 The Owner shall have exclusive ownership of all data in the Information Management System and the Project Management Plan developed or contributed by the Project Manager or the Project Manager's consultants and contractors. Ownership of the data in the Information Management System and the Project Management Plan does not include ownership of any proprietary software developed and owned by the Project Manager and used in connection with the collection, manipulation, or publication of the data in the Information Management System and the Project Management Plan. Unless the Owner pays the licensing fee described in Section 10.7, the Owner's right to use any such proprietary software shall terminate at the time of termination of this Agreement. The Project Manager shall take all steps reasonably necessary to allow the Owner to exercise the Owner's rights to own and utilize the data in the Information Management System and the Project Management Plan after termination of the Owner's rights to use any proprietary software. The Project Manager shall include provisions consistent with the provisions in this Section 6.3 in the Project Manager's agreements with the Project Manager's consultants. If the Project Manager rightfully terminates this Agreement for cause as provided in Section 8.4, the Project Manager's obligations under, and the Owner's rights to further use of proprietary software granted in, this Section 6.3 shall terminate. Ownership of data obtained from, or compiled, developed or contributed by, the Owner's consultants or contractors will be controlled by the terms of the Owner's agreements with those consultants or contractors.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Project Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other, arising out of or related to this Agreement, in accordance with the requirements of the method of binding dispute resolution selected in this Agreement, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work on the Project. The Owner and Project Manager waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance required under Section 5.13, the Owner and Project Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in Section 5.13. The Owner or the Project Manager, as appropriate, shall require of their contractors, consultants, and agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Project Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Project Manager, its employees and its consultants in the performance of services under this Agreement. The Project Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 7.1.4 The Project Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 8.7.

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§ 7.2 Mediation

§ 7.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Project Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 7.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

§ 7.3 Arbitration

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

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

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

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

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 7.3.4.3 The Owner and Project Manager grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Project Manager under this Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 8.6 In the event of termination not the fault of the Project Manager, the Project Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

§ 8.7 Termination Expenses are in addition to compensation for the Project Manager's services and include expenses directly attributable to termination for which the Project Manager is not otherwise compensated.

§ 8.8 In the event of termination of this Agreement, the Owner's rights to use information and materials provided by the Project Manager are set forth in Article 6.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

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

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

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Project Manager.

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

§ 9.6 The Project Manager shall have the right to include photographs of the Project among the Project Manager's promotional and professional materials. The Project Manager shall be given reasonable access to the Project to take photographs. However, the Project Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Project Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Project Manager in the Owner's promotional materials for the Project.

§ 9.7 If the Project Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.7.1.

§ 9.7.1 If the Project Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 9.7.

§ 9.8 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 9.9 The Owner agrees not to solicit or hire the Project Manager's employees who are involved with the Project prior to one year after completion of the Project. If the Owner hires a Project Manager's employee involved with the Project prior to one year after completion of the Project, the Owner agrees to pay the Project Manager an amount as set forth below.

(Insert stipulated sum or method of calculation for the amount to be paid to the Project Manager.)

ARTICLE 10 COMPENSATION

§ 10.1 For the Project Manager's Basic Services described under Article 3, the Owner shall compensate the Project Manager as follows:

(Insert amount of, or basis for, compensation, including stipulated sums, hourly or monthly billing rates, direct salary expense plus multiple, or monthly fee.)

Nine Hundred Seventy-Five Thousand (\$975,000.00) per Exhibit C Proposed Services

(Table deleted)

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(Paragraphs deleted)

§ 10.3 For Additional Services designated in Sections 4.1, 4.2, or 4.3, the Owner shall compensate the Project Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be negotiated at the time the additional services are required

§ 10.4 For Additional Services that may arise during the course of the Project, including those under Section 4.5, the Owner shall compensate the Project Manager as follows:

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

To be negotiated at the time the additional services are required

(Paragraphs deleted)

§ 10.6 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Fees paid for testing, surveys or other data obtained at the request of the Owner;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling, and delivery;

(Paragraph deleted)

- .6 Professional photography and presentation materials requested by the Owner;

(Paragraph deleted)

- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses, if authorized in advance by the Owner;
- .9 Customization of the Information Management System; and
- .10 Other similar Project-related expenditures.

§ 10.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Project Manager and the Project Manager's consultants plus Five percent (5 %) of the expenses incurred.

(Paragraphs deleted)

§ 10.7 Compensation for Use of Project Manager's Proprietary Software

If the Owner terminates the Project Manager for its convenience under Section 8.5, or the Project Manager terminates this Agreement under Section 8.3, or upon completion of the Project Manager's services under this Agreement, the Owner shall pay a licensing fee, as compensation for the Owner's continued use of the Project Manager's proprietary software developed and owned by the Project Manager in accordance with Section 6.3, as follows:

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

(Insert rate of monthly or annual interest agreed upon.)

N/A

§ 10.8.3 The Owner shall not withhold amounts from the Project Manager's compensation to impose a penalty or liquidated damages on the Project Manager, or to offset sums requested by or paid to contractors or other consultants for the cost of changes to the Project, unless the Project Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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§ 10.8.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of three years after the termination or completion of this Agreement.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

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

N/A

ARTICLE 12 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document C172™-2014, Standard Form Agreement Between Owner and Project Manager for use on a Single Project
(Paragraphs deleted)
- .2 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

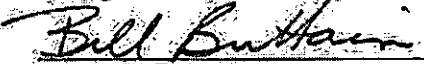
Exhibit A Certificate of Insurance

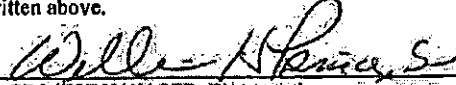
RFQ dated July 10, 2020

Exhibit B RFQ Response dated July 30, 2020

Exhibit C Proposed Pricing and Services dated August 19, 2020

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


OWNER (Signature)
Bill Brittain County Mayor
(Printed name and title)


PROJECT MANAGER (Signature)
William H Prince, Sr. President/CEO
(Printed name and title)

BID AWARD FOR COMMISSIONING SERVICES

Motion by Tim Horner, seconded by Tim Goins to approve the Bid Award to HEA Engineers and set aside the 10 day rule.

Voting For:

Randy DeBord
Chris Cutshaw
Tim Goins
Bobby Haun
Tim Horner
Mike Reed
Howard Shipley
Jim Stepp

Against:

Jeff Akard
Eileen Arnwine
Thomas Doty
Joe Huntsman
Wayne NeSmith
Taylor Ward

Motion Failed

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Hamblen County, Tennessee Proposal Tabulation

Proposal Name:	Commissioning Services for Hamblen Co Justice Center RFP (2020-07)	Proposal Advertisement:	Citizen Tribune Newspaper - Public Notice	Hamblen County Government Website
Date Proposals Opened:	9/9/2020 @ 2:00p.m.		Citizen Tribune Newspaper (online) - Public Notice	Emailed 15 Approved Vendors
Co. Commission Review:	9/24/2020			

September 24, 2020

	Working Buildings <i>Atlanta, GA</i>	Smith Seckman Reid <i>Nashville, TN</i>	ICE East <i>Roswell, GA</i>	Compass Commissioning & Design <i>Hixson, TN</i>	HEA Engineers <i>Charlotte, NC</i>
Original Proposal	\$99,000.00	\$104,770.00	\$161,040.00	\$75,500.00	\$73,052.00
Negotiated Proposal	Eliminated due to cost	Eliminated due to cost	Eliminated due to cost	\$75,500.00	\$53,794.00
	Epsten Group <i>Atlanta, GA</i>	Entegrity Consulting <i>Memphis, TN</i>	Commissioning & Green Building Solutions <i>Lawrenceville, GA</i>	McGill Associates <i>Knoxville, TN</i>	Hodge Engineering Co <i>Knoxville, TN</i>
Original Proposal	\$59,380.00	\$40,600.00	\$30,558.73	\$350,000.00	\$292,500.00
Negotiated Proposal	\$80,130.00	\$71,400.00	\$54,232.00	Eliminated due to cost	Eliminated due to cost

Negotiated price based on a uniform set of questions from the Hamblen Co Project Manager, as well as specific questions related to individual proposals...questions attached.

Recommendation: Hamblen County Government accepts HEA Engineers proposal for commission services of the Justice Center.

**General Questions to determine the best value and best qualified firm to provide
commissioning services for the Justice Center Project**

Proposing Firm: Compass Commissioning & Design

Uniform List of Questions and Vendor Responses:

Q1. Verify the number of team member visits to the project your proposal includes.

Answer 1: Thirty team member visits are included in our proposal.

Q2. Define the number of personnel in the site team.

Answer 2: One lead commissioning agent and one commissioning technician will be the primary on site personnel. Additional commissioning agents are available to be on site as needed to meet time constraints and systems testing.

Q3. If the project requires 16 visits during construction and 4 follow up visits after substantial completion what is the cost of your proposal? (This is to establish a comparable benchmark for costs for services)

Answer 3: There is no change to the cost of our proposal

Q4. Verify what changes in your proposal would be needed if the construction lasted 28 months in lieu of 24 months.

Answer 4: This will not change the cost of our proposal.

Specific Questions Related to Compass Commissioning & Design's Proposal:

Question: Confirm your proposal includes the Construction Document Phase deliverables, i.e. specifications (see page 4 of 14 of the RFP issued by Hamblen County).

Answer: Yes, our proposal includes providing commissioning specifications outlining the responsibilities of the Commissioning Agent, Contractor(s), A&E Firm and County.

General Questions to determine the best value and best qualified firm to provide
commissioning services for the Justice Center Project

Proposing Firm: HEA Engineers

Uniform List of Questions and Vendor Responses:

Q1. Verify the number of team member visits to the project your proposal includes.

Answer 1: Our proposal includes (4) four (8) eight hour site visits to inspect installation; Our proposal includes (2) two (8) eight hour site visits for TAB verification; Our proposal includes (20) twenty (8) eight hour site visits to perform functional testing; Our proposal includes (3) three (8) hour site visits for issue resolution.

Q2. Define the number of personnel in the site team.

Answer 2: 4 members will be a part of the site team performing verification and testing

Q3. If the project requires 16 visits during construction and 4 follow up visits after substantial completion what is the cost of your proposal? (This is to establish a comparable benchmark for costs for services)

Answer 3: Our fee with 16 site visits and 4 follow up visits after substantial completion would be \$50,394.

Q4. Verify what changes in your proposal would be needed if the construction lasted 28 months in lieu of 24 months.

Answer 4: Our proposal if construction lasted 28 months in lieu of 24 months would increase \$3,400 to account for project management support. This also assumes the equipment count or intent has not changed.

Specific Questions Related to Compass Commissioning & Design's Proposal:

Question: None

Answer: NA

General Questions to determine the best value and best qualified firm to provide commissioning services for the Justice Center Project

Proposing Firm: Epsten Group

Uniform List of Questions and Vendor Responses:

Q1. Verify the number of team member visits to the project your proposal includes.

Answer 1: There were 6 construction site visits and 17 days of testing included in the original proposal.

Q2. Define the number of personnel in the site team.

Answer 2: 2

Q3. If the project requires 16 visits during construction and 4 follow up visits after substantial completion what is the cost of your proposal? (This is to establish a comparable benchmark for costs for services)

Answer 3: Original proposal fee was \$59,380, which included six (6) construction site visits and seventeen (17) days of on-site functional testing. With sixteen (16) construction site visits and four (4) follow up visits the fee increased to \$76,380, including expenses. This is a difference of \$16,250 from the original proposal.

Q4. Verify what changes in your proposal would be needed if the construction lasted 28 months in lieu of 24 months.

Answer 4: We would increase the number of construction site visits by at least two (2) and increase the hours dedicated to progress meetings and issue resolution. This would increase the fee by \$3,750, including expenses.

Specific Questions Related to Compass Commissioning & Design's Proposal:

Q1. Confirm your proposal includes the Construction Document Phase deliverable, i.e. specifications (see page 4 of 14 of the RFP issued by Hamblen County).

Answer 1: This was included in the initial proposal fee and scope.

**General Questions to determine the best value and best qualified firm to provide
commissioning services for the Justice Center Project**

Proposing Firm: Entegrity

Uniform List of Questions and Vendor Responses:

Q1. Verify the number of team member visits to the project your proposal includes.

*Entegrity's proposal includes 3 site visits, 1 for the Commissioning Kick-Off meeting after the
Answer 1: Commissioning Plan is completed, 1 for Functional Performance Testing of the commissioned systems,
and 1 for the Systems Manual Delivery and Commissioned Systems Review.*

Q2. Define the number of personnel in the site team.

*i. Commissioning Kick-Off Meeting - Project Commissioning Agent (1)
Answer 2: ii. Functional Performance Testing - Project Commissioning Agent and Commissioning Technicians (4)
iii. Systems Manual Delivery/Commissioned Systems Review - Project Commissioning Agent (1)*

Q3. If the project requires 16 visits during construction and 4 follow up visits after substantial completion what is the cost of your proposal? (This is to establish a comparable benchmark for costs for services)

*If the project requires 16 visits during construction and 4 follow up visits after substantial completion,
Answer 3: Entegrity's proposal would be \$71,400. This site visit requirement is not supported in the scope of
services outlined on page 4 of 14 of the RFP issued by Hamblen County.*

Q4. Verify what changes in your proposal would be needed if the construction lasted 28 months in lieu of 24 months.

*There are no changes to Entegrity's proposal if there is a delay in the date of substantial completion.
Answer 4: Entegrity would only consider requesting a change order if there was an addition of scope of the
commissioned systems or if Entegrity is on site after a certificate of readiness is provided by the
construction team yet the systems aren't ready for functional testing.*

Specific Questions Related to Compass Commissioning & Design's Proposal:

Q1. Confirm your proposal includes the Construction Document Phase deliverable, i.e. specifications (see page 4 of 14 of the RFP issued by Hamblen County).

Answer 1: Entegrity confirms Construction Document Phase deliverables are included in the current proposal.

Q2. Confirm that the Commissioning Approach submitted with your proposal is specific to this project.

*No, the commissioning approach outlined on page 9 through 12 of Entegrity's RFP response is not
Answer 2: specific to this project, however it covers all requirements of the commissioning as outlined in the
2012 International Energy Conservation Code as well as detailed in the RFP.*

Q3. Is owner training included in your proposal?

*Facilitation or verification of Owner Training by the Commissioning Agent to ensure the Owner
Answer 3: Training plan has been properly implemented is not required per the 2012 International Energy
Conservation Code, therefore, Entegrity has not included this in the proposal.*

General Questions to determine the best value and best qualified firm to provide
commissioning services for the Justice Center Project

Proposing Firm: Commissioning & Green Building Solution

Uniform List of Questions and Vendor Responses:

Q1. Verify the number of team member visits to the project your proposal includes.

Answer 1: *Our proposal includes 2 visits and 9 testing days. We anticipate (2) week long trips once the project is ready for testing.*

Q2. Define the number of personnel in the site team.

Answer 2: *We will have one person onsite and it will be me (John Rippel, PE & Project Manager)*

Q3. If the project requires 16 visits during construction and 4 follow up visits after substantial completion what is the cost of your proposal? (This is to establish a comparable benchmark for costs for services)

Answer 3: *An additional (16) visits with 4 hours of site time and (4) retesting visits with 8 hours of site time would be \$54,232.46.*

Q4. Verify what changes in your proposal would be needed if the construction lasted 28 months in lieu of 24 months.

Answer 4: *Our proposal only currently has site visits planned for testing, so there would be no change for the duration of construction.*

Specific Questions Related to Compass Commissioning & Design's Proposal:

Q1: Confirm your proposal includes the Construction Document Phase deliverables, i.e. specifications (see page 4 of 14 of the RFP issued by Hamblen County).

Answer 1: *Our proposal includes creating the specifications during the construction documents phase of the project. Our proposal includes an optional add service for design reviews which recommend for a project of this size and complexity.*

Q2. Regarding your proposal's costs proposed, see above for basis of visits to the project. This should include four re-tests by the commissioning agent.

Answer 2: *See above (Answer 1) - Our proposal includes creating the specifications during the construction documents phase of the project., Our proposal includes an optional add service for design reviews which recommend for a project of this size and complexity.*

Q3. Should the owner want/need the CxA to develop an Operations and Maintenance database, what would be the cost for this project?

Answer 3: *Our proposal includes the RFP requirements for project close out (Submittal data, O&M Manuals, control drawings, schedules for maintenance, narrative). An O&M Database would be \$9,328.96.*

AIA® Document C203™ – 2017



Standard Form of Consultant's Services: Commissioning

for the following PROJECT:
(Name and location or address)

Hamblen County Justice Center
511 West Second North Street
Morristown, TN 37814

THE OWNER:
(Name, legal status and address)

Office of Hamblen County Mayor
511 West Second North Street
Morristown, TN 37814

THE CONSULTANT:
(Name, legal status and address)

HEA Engineers, LLP
11925 Sam Roper Drive
Suite D
Charlotte, NC 28269

THE AGREEMENT

This Standard Form of Consultant's Services is part of the accompanying C103™-2015, Standard Form of Agreement between Owner and Consultant without a Predefined Scope of Consultant's Services dated the twenty-fourth day of September in the year 2020.
(In words, indicate day, month and year of the accompanying C103-2015.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 COMMISSIONING SERVICES
- 3 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Consultant's services are based on the Initial Information set forth in this Article 1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 Systems and assemblies to be commissioned:

(Identify systems and assemblies to be commissioned, such as heating, cooling, refrigeration and ventilation systems and controls; lighting and day lighting controls; domestic hot water systems; renewable energy systems; or building enclosure assemblies.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document provides the Consultant's scope of services only and should be attached as an exhibit to AIA Document C103™-2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services.

Init.

See Exhibit "A" RFP – Hamblen County Justice Center Commissioning Services (2020-07)

Scope of Commissioning Services assure commissioned systems meet and or exceed the designers and the designer's consultants specifications.

§ 1.1.2 The Owner's commissioning goals or objectives:

(Identify the Owner's commissioning goals or objectives for the Project such as sustainability objectives or performance goals.)

N/A

§ 1.1.3 The Consultant shall retain the following sub-consultants:

(List name, discipline, address, and other information.)

§ 1.1.4 The Owner's contractors and consultants that affect the Consultant's services:

(List name, discipline, address, and other information.)

Moseley Architects
6210 Ardrey Kell Rd
Suite 425
Charlotte, NC 28277

McGill Associates, P.A.
3231 Middlebrook Pike
Knoxville, TN 37921

BurWil Construction Company
1545 Western Ave
Suite 208
Knoxville, TN 37921

§ 1.1.5 Other Initial Information on which the Consultant's services are based:

(List below other information that will affect the Consultant's performance of its services, such as details of the Project's program, Owner's budget for the Project, or anticipated procurement method.)

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

ARTICLE 2 COMMISSIONING SERVICES

§ 2.1 The Consultant shall not be a member, employee, or subcontractor of any entity performing design services or construction work on the Project unless the Owner gives the Consultant informed written consent.

§ 2.2 The Consultant shall manage the Commissioning Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner, designer, and Owner's Project Manager

§ 2.3 COMMISSIONING PLANNING SERVICES

§ 2.3.1 Initial Coordination Meeting

The Consultant shall facilitate an initial coordination meeting with the Owner and other participants in the Commissioning Process to discuss the Commissioning Services it will provide relative to the Project and other Project participants.

§ 2.3.2 Schedule of Commissioning Services

The Consultant shall prepare, and periodically update, a Schedule of Commissioning Services that shall identify commissioning related activities, including services furnished by the Consultant and completion and submission dates for documents provided by the Consultant. The Consultant shall coordinate the Schedule of Commissioning Services with the design and construction schedules.

§ 2.3.3 Owner's Project Requirements

§ 2.3.3.1 In conjunction with the information provided in Section 1.1.1 and 1.1.2, the Consultant shall assist the Owner and the Owner's consultants in developing the Owner's Project Requirements, or shall review the Owner's Project Requirements if provided by the Owner. At a minimum, the Owner's Project Requirements shall identify systems and assemblies to be commissioned and define the Owner's goals for each, including functional expectations, performance criteria to be met by the design, sustainable objectives to be achieved, cost considerations, and maintenance expectations. Where practical, the Owner's Project Requirements shall include measurable indicators or standards that can be used to verify that the Owner's goals have been met. The Consultant shall assist the Owner to periodically update the Owner's Project Requirements.

(Paragraphs deleted)

§ 2.3.5 Commissioning Plan

The Consultant shall provide the Owner with a written Commissioning Plan that is based on the Owner's Project Requirements and the Basis of Design. The Commissioning Plan shall describe commissioning activities for the Project and identify documentation requirements of the commissioning process. The Consultant shall update the Commissioning Plan periodically as appropriate to the level of completeness of the design and the progress of construction. The Commissioning Plan shall include:

- .1 a list of participants in the commissioning process, their roles and responsibilities, and protocols for participant communication and information distribution;
- .2 a list of systems and assemblies to be commissioned and performance expectations for each;
- .3 a description of commissioning activities and responsibility for each;
- .4 a summary of commissioning related documentation required by governmental authorities or entities certifying the Project.
- .5 the Schedule of Commissioning Services;
- .6 protocols for commissioning design reviews;

(Paragraphs deleted)

- .7 protocols and templates for commissioning related documentation, including the Issues Log, Construction Checklists, Functional Performance Test procedures and reports, the Systems Manual, and the operator training plan;
- .8 identification of, and protocols for, documents to be provided by the Owner's contractors, such as start-up reports, systems readiness test reports, test and balance plans and reports, and quality control test documents; and
- .9 protocols for the Consultant to report observed deficiencies that pertain to the systems and assemblies to be commissioned.

§ 2.4 DESIGN PHASE SERVICES

(Paragraphs deleted)

§ 2.4.3 Commissioning Specifications

The Consultant shall prepare Commissioning Specifications that define the general commissioning requirements of the Project and commissioning requirements for each system and assembly to be commissioned. The Commissioning Specifications shall include requirements for Construction Checklist development and execution, startup procedures, Functional Performance Tests and acceptance criteria, and operator training. If necessary, the Consultant shall coordinate with the Owner's other consultants to integrate commissioning related requirements into specifications provided by others.

§ 2.5 CONSTRUCTION PHASE

§ 2.5.1 Construction Phase Coordination Meeting

Prior to commencement of construction activities on systems and assemblies to be commissioned, the Consultant shall conduct and document a construction phase coordination meeting with the Owner and other participants in the commissioning process to discuss and review the Commissioning Plan and Commissioning Specifications. Subject to

Section 3.2.1.3, the Consultant shall conduct and document additional commissioning phase coordination meetings as necessary during construction.

§ 2.5.2 Submittal Review

The Consultant shall review and provide written comments upon contractors' submittals that pertain to the systems and assemblies to be commissioned, but only for the limited purpose of checking for conformance with the requirements of the Commissioning Plan and Commissioning Specifications. The Consultant's action in reviewing submittals shall be taken in accordance with the approved submittal schedule, or in the absence of an approved schedule, with reasonable promptness while allowing sufficient time to permit adequate review. The Consultant's submittal review is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of systems or assemblies, which are the contractors' responsibilities. The Consultant's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences, or procedures.

§ 2.5.3 Construction Documentation Review

During construction, the Consultant shall review documentation related to the systems and assemblies to be commissioned such as meeting minutes, field reports, minor changes in the Work, Construction Change Directives, and Change Orders. In accordance with the Commissioning Plan, the Consultant shall report issues it identifies during its reviews that may prevent the systems and assemblies from performing in accordance with the Commissioning Plan and Commissioning Specifications.

§ 2.5.4 Issues Log

The Consultant shall consult with the Owner and other participants in the commissioning process regarding commissioning related issues that arise during the Construction Phase. The Consultant shall maintain and update an Issues Log regarding such issues and their resolution in accordance with the protocols established in the Commissioning Plan.

§ 2.5.5 Construction Checklists

The Consultant shall provide Construction Checklists for systems and assemblies to be commissioned that the Owner's contractors can use to verify that materials and components are on site, ready for installation, correctly installed, and in compliance with the Commissioning Plan and Commissioning Specifications. The Consultant shall distribute the Construction Checklists in accordance with the Commissioning Plan.

§ 2.5.6 Site Visits

Unless otherwise stated in the Commissioning Plan, the Consultant shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the assembly, installation, and startup of systems and assemblies to be commissioned; however, the Consultant shall not have control over, charge of, or responsibility for the assembly, installation, and startup of such systems and assemblies. In accordance with the Commissioning Plan, the Consultant shall promptly report (1) known deviations from the Commissioning Specifications and Commissioning Plan and (2) defects and deficiencies observed by the Consultant.

§ 2.5.7 Functional Performance Tests

§ 2.5.7.1 Functional Performance Tests evaluate the function and operation of systems and assemblies to be commissioned by observation or monitoring. Prior to the commencement of Functional Performance Tests, the Consultant shall review start-up reports, systems readiness test reports, test and balance plans and reports, and quality control test documents, for systems and assemblies to be commissioned, and report any observed deficiencies in accordance with the Commissioning Plan.

§ 2.5.7.2 The Consultant shall coordinate, observe, and document Functional Performance Tests for systems and assemblies to be commissioned, in accordance with the procedures set forth in the Commissioning Plan and Commissioning Specifications.

§ 2.5.7.3 The Consultant shall prepare written reports that summarize each Functional Performance Test. The Consultant shall document deficiencies identified during Functional Performance Tests in the Issues Log. Each deficiency shall be resolved by the appropriate party and, thereafter the Consultant shall direct, observe, and document

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re-testing to confirm that the deficiency has been corrected. The Consultant shall distribute the Functional Performance Test reports in accordance with the Commissioning Plan.

§ 2.6 DOCUMENTATION AND TRAINING PHASE SERVICES

(Paragraphs deleted)

§ 2.6.2 Systems Manual

Prior to the start of operator training and in accordance with the Commissioning Plan, the Consultant shall provide the Owner with a Systems Manual that describes how to operate and maintain the commissioned systems and assemblies. The Systems Manual shall consist of documents provided by the Owner's contractors and consultants, including operations and maintenance manuals, submittals, record drawings, specifications, certifications, and training documents.

(Paragraphs deleted)

§ 2.6.4 Commissioning Report

The Consultant shall prepare a Commissioning Report that summarizes the operation of the commissioned systems and assemblies and the Commissioning Services performed. The Commissioning Report shall include an executive summary, the Owner's Project Requirements, Basis of Design, the final Commissioning Plan, Commissioning Specifications, design review comments and resolutions, system readiness test reports, completed Construction Checklists, template Functional Performance Test procedure forms, completed Functional Performance Test reports, the Issues Log, the operator training plan and log, a description of required deferred Functional Performance Tests, and recommendations for ongoing commissioning. The Consultant shall distribute the Commissioning Report in accordance with the Commissioning Plan.

(Paragraphs deleted)

ARTICLE 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.1 Supplemental Services

§ 3.1.1 The Consultant shall provide the listed Supplemental Services only if specifically designated in the table below as the Consultant's responsibility. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Consultant is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Consultant's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Consultant or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to the Agreement.)

Supplemental Services	Responsibility <i>(Consultant, Owner or Not Provided)</i>
§ 3.1.1.1 Existing Facilities Surveys	Not Provided
§ 3.1.1.2 Sustainable Design/Lifecycle Studies	Not Provided
§ 3.1.1.3 Documentation required for Sustainability Certification	Not Provided
§ 3.1.1.4 On-Site Project Representation	Not Provided
§ 3.1.1.5 Additional Post-Occupancy Evaluations	Not Provided
§ 3.1.1.6 Lessons Learned Workshop	Not Provided
§ 3.1.1.7 Building Occupant Training	Not Provided
§ 3.1.1.8 Seasonal and Deferred Functional Testing	Not Provided
§ 3.1.1.9 Ongoing Commissioning	Not Provided
§ 3.1.1.10 Fabricator or Manufacturer Facility Visit	Not Provided
§ 3.1.1.11 Other Supplemental Services	Not Provided

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§ 3.1.2 Description of Supplemental Services

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Consultant's responsibility is provided below.

(Describe in detail the Consultant's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 3.2 Consultant's Additional Services

§ 3.2.1 The Consultant shall provide Commissioning Services exceeding the limits set forth in Exhibit B. When the limits in exhibit B are reached, the Consultant shall notify the Owner in

(Paragraphs deleted)
writing.

§ 3.2.2 If the services covered by the Agreement have not been completed per Exhibit B.2 (Jan 31, 2023) through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as Additional Services. See Exhibit B.2 for further stipulations and limits.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall identify the systems and assemblies to be commissioned and, with the Consultant's assistance, provide written Owner's Project Requirements as described in Section 2.3.3.

§ 4.2 The Owner shall provide the Consultant information necessary to perform the Commissioning Services, which may include: the Basis of Design; design drawings; construction documents; record drawings; submittals; operation and maintenance manuals; master plans; operation costs; operation budgets; and pertinent records relative to historical building data, building equipment, furnishings, and repairs.

§ 4.3 The Owner shall provide access to the property, buildings, and personnel necessary for the Consultant to provide the Commissioning Services.

ARTICLE 5 BASIS OF COMPENSATION

§ 5.1 See Exhibit B.1 (Fee Information) – Compensation shall be \$50,394

§ 5.2 See Exhibit B.1 "Terms" for Compensation progress payments and further details.

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

OWNER *(Signature)*

CONSULTANT *(signature)*

(Printed name and title)

(Printed Name and title)

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Additions and Deletions Report for AIA® Document C203™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:43:30 ET on 09/23/2020.

PAGE 1

Hamblen County Justice Center
511 West Second North Street
Morristown, TN 37814

...

Office of Hamblen County Mayor
511 West Second North Street
Morristown, TN 37814

...

HEA Engineers, LLP
11925 Sam Roper Drive
Suite D
Charlotte, NC 28269

...

the twenty-fourth day of September in the year 2020.

PAGE 2

See Exhibit "A" RFP – Hamblen County Justice Center Commissioning Services (2020-07)

Scope of Commissioning Services assure commissioned systems meet and/or exceed the designers and the designer's consultants specifications.

...

N/A

...

Moseley Architects
6210 Ardrey Kell Rd.
Suite 425
Charlotte, NC 28277

McGill Associates, P.A.
3231 Middlebrook Pike
Knoxville, TN 37921

BurWil Construction Company
1545 Western Ave
Suite 208
Knoxville, TN 37921

...

§ 2.2 The Consultant shall manage the Commissioning Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner, designer, and Owner's Project Manager

PAGE 3

~~§ 2.3.3.2 The Owner and Consultant acknowledge that achievement of the Owner's Project Requirements depends on factors beyond the Consultant's control. Accordingly, the Consultant does not warrant or guarantee that the Project will achieve the Owner's Project Requirements.~~

~~§ 2.3.4 Basis of Design Review~~

~~The Basis of Design is a document, prepared by the Owner and the Owner's consultants, that records the concepts, calculations, decisions, and product selections used to (a) meet the Owner's Project Requirements, and (b) satisfy applicable laws, codes, and regulations. Upon receipt from the Owner, the Consultant shall review the Basis of Design, and updates thereto, for conformance with the Owner's Project Requirements and provide the Owner with written comments regarding deficiencies identified.~~

...

- ~~.1 identification of the Owner's Project Requirements and the portions of the Basis of Design used as the basis of the Commissioning Plan;~~
- ~~.2 a list of participants in the commissioning process, their roles and responsibilities, and protocols for participant communication and information distribution;~~
- ~~.3 .2 a list of systems and assemblies to be commissioned and performance expectations for each;~~
- ~~.4 .3 a description of commissioning activities and responsibility for each;~~
- ~~.5 .4 a summary of commissioning related documentation required by governmental authorities or entities certifying the Project.~~
- ~~.6 .5 the Schedule of Commissioning Services;~~
- ~~.7 .6 protocols for commissioning design reviews;~~
- ~~.8 protocols for commissioning submittal reviews;~~
- ~~.9 protocols to document changes to the Owner's Project Requirements and Basis of Design;~~
- ~~.10 protocols and .7 protocols and templates for commissioning related documentation, including the Issues Log, Construction Checklists, Functional Performance Test procedures and reports, the Systems Manual, and the operator training plan;~~
- ~~.11 .8 identification of, and protocols for, documents to be provided by the Owner's contractors, such as start-up reports, systems readiness test reports, test and balance plans and reports, and quality control test documents; and~~
- ~~.12 .9 protocols for the Consultant to report observed deficiencies that pertain to the systems and assemblies to be commissioned.~~

...

~~§ 2.4.1 Design Phase Coordination Meeting~~

~~The Consultant shall conduct and document a design phase coordination meeting with the Owner and other participants in the commissioning process to discuss and review the Owner's Project Requirements and the Commissioning Plan. Subject to Section 3.2.1.2, the Consultant shall conduct and document additional design phase coordination meetings as necessary.~~

§ 2.4.2 Commissioning Design Reviews

The Consultant shall periodically review the designs prepared by the Owner's consultants and contractors for the systems and assemblies to be commissioned. The Consultant's review shall be for the limited purpose of checking for conformance with information given and concepts expressed in the Owner's Project Requirements and the Basis of Design. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the designs prepared by the Owner's consultants and contractors. The Consultant's commissioning design reviews shall be made with reasonable promptness and in accordance with the Commissioning Plan and Schedule of Commissioning Services. Upon completion of each review, the Consultant shall issue written comments and recommendations in accordance with the Commissioning Plan. At each subsequent review and after the final review, the Consultant shall document the resolution of comments from the previous reviews.

PAGE 5

§ 2.6.1 Documentation Review

The Consultant shall review operations and maintenance manuals, the Systems Manual, record documents, and warranties, for commissioned systems and assemblies, for conformance with the Commissioning Specifications. The Consultant shall report observed deficiencies in accordance with the Commissioning Plan.

...

§ 2.6.3 Operator Training

§ 2.6.3.1 The Consultant shall review contractor-provided information regarding operator training, and the schedule of training activities, for conformance with specification requirements for systems and assemblies to be commissioned. The Consultant shall report observed deficiencies in accordance with the Commissioning Plan.

§ 2.6.3.2 The Consultant shall maintain an operator training log for inclusion in the Commissioning Report. The operator training log will include the attendees' names, training dates, system or equipment on which training was performed, and the name, title, and contact information of the trainer.

...

§ 2.6.5 Post-Occupancy Review

The Consultant shall meet with the Owner prior to the expiration of the Owner's contractors' periods for correction of Work to review the operations and performance of the commissioned systems and assemblies, and to make recommendations to the Owner.

...

§ 3.1.1.1	Existing Facilities Surveys	Not Provided
§ 3.1.1.2	Sustainable Design/Lifecycle Studies	Not Provided
§ 3.1.1.3	Documentation required for Sustainability Certification	Not Provided
§ 3.1.1.4	On-Site Project Representation	Not Provided
§ 3.1.1.5	Additional Post-Occupancy Evaluations	Not Provided
§ 3.1.1.6	Lessons Learned Workshop	Not Provided
§ 3.1.1.7	Building Occupant Training	Not Provided
§ 3.1.1.8	Seasonal and Deferred Functional Testing	Not Provided

§ 3.1.1.9 Ongoing Commissioning	Not Provided
§ 3.1.1.10 Fabricator or Manufacturer Facility Visit	Not Provided
§ 3.1.1.11 Other Supplemental Services	Not Provided

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N/A

...

N/A

...

§ 3.2.1 The Consultant shall provide Commissioning Services exceeding the limits set forth below as Additional Services. ~~When the limits below in Exhibit B, When the limits in exhibit B~~ are reached, the Consultant shall notify the Owner in writing:

- ~~1 () commissioning planning meetings~~
- ~~2 () Design Phase meetings~~
- ~~3 () Construction Phase meetings~~
- ~~4 () Documentation and Training Phase meetings~~
- ~~5 () commissioning-related design reviews~~
- ~~6 () reviews of each contractor submittal~~
- ~~7 () operator training sessions~~
- ~~8 () reviews of readiness test reports submitted by contractors~~
- ~~9 () site visits during construction~~
- ~~10 () inspections for any system or assembly to be commissioned to determine whether such portion of the Work is ready for Functional Performance Tests~~
- ~~11 () Functional Performance Tests of each system and assemblies to be commissioned writing.~~

§ 3.2.2 If the services covered by the Agreement have not been completed within ~~()~~ months of the date of the Agreement per Exhibit B.2 (Jan 31, 2023) through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as Additional Services. See Exhibit B.2 for further stipulations and limits.

...

ARTICLE 5 BASIS OF COMPENSATION

§ 5.1 See Exhibit B.1 (Fee Information) – Compensation shall be \$50,394

§ 5.2 See Exhibit B.1 "Terms" for Compensation progress payments and further details.

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

OWNER (Signature)

CONSULTANT (signature)

(Printed name and title)

(Printed Name and title)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:43:30 ET on 09/23/2020 under Order No. 9227095913 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C203™ – 2017, Standard Form of Consultant's Services: Commissioning, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

HAMBLLEN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

REQUEST FOR PROPOSALS

Office of the Hamblen County Mayor
 511 West Second North Street
 Morristown, TN 37814

RFP TIMELINE: Times listed below are in Eastern Standard Time.

Date Issued:	Tuesday, August 25, 2020
RFP Title:	Hamblen County Justice Center Commissioning Services (2020-07)
RFP Question Deadline:	Friday, August 28, 2020 @ 2:00p.m. <i>All correspondence and communication must be via email to the designated Hamblen County point of contact listed below. Questions submitted by telephone call will <u>not</u> be answered. Questions submitted after this deadline will <u>not</u> be answered.</i>
RFP Answer Deadline:	Tuesday, September 1, 2020 @ 4:00p.m.
Proposal Submission Deadline Date & Time:	Wednesday, September 9, 2020 @ 2:00p.m. <i>If the Hamblen County Courthouse is closed for business at the time scheduled for proposal opening, for whatever reason, proposals will be accepted and opened on the next business day of the County, at the originally scheduled hour.</i>
Proposal Submission Opening Location:	Hamblen County Courthouse, West Wing Conference Room, 1 st Floor, Administrative Building

HAMBLEN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

INTRODUCTION:

Hamblen County (hereafter referred to as “County”) is soliciting proposals for the commissioning of building MEP systems in compliance with Section C408 of the 2012 International Energy Conservation Code and as described in Section II Scope of Commissioning Services on the Hamblen County Justice Center Project. The proposed Justice Center is a three (3)-story building with basement in approximately 196,000 square feet. It will consist of a 600-625-bed jail facility, three (3)-courtrooms, clerk office, community service office, judges office suite, and jail administration.

The County’s selection process will be based on qualifications and experience with similar projects, competitiveness of proposed fees, and overall comments from references as well as any subsequent supplemental evaluation process deemed necessary by the Justice Center Committee.

TABLE OF CONTENTS:

- I. Project Overview
- II. Scope of Commissioning Services
- III. General Information for Commissioning Agent
- IV. Submission Requirements
- V. Forms:
 - a. Statement of Qualifications
 - b. Anti-Collusion Statement
 - c. Certificate of Compliance Iran Divestment Act
- VIII. RFP Submission Checklist

I. PROJECT OVERVIEW:

The County is currently in the construction drawing phase of the Justice Center Project. The facility will be constructed on county-owned property located on West 3rd North Street in Morristown, TN. The construction of the project is expected to bid in November 2020 with construction duration of approximately 24 months. Mechanical, electrical and plumbing equipment are in the process of being finalized but will generally be as described in the attached equipment schedules.

Project Team:

Moseley Architects located in Charlotte, North Carolina has been contracted for Architectural and Engineering services for this project. BurWil Construction Company located in Knoxville, Tennessee has been contracted for Project Management Services.

HAMBLLEN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

Anticipated Project Schedule:

Projected Project Activity Duration	
Schematic Design Drawings:	Completed
Design Development Phase:	Completed
Commission Approval of Project Concept:	Completed
Construction Drawings Preparation:	May-September 2020
Commission Approval of Construction Drawings:	October 2020
Authorization to Bid the Project:	October 2020
Award of Construction Contract:	January-February 2021
Current Property Demolition to be Completed:	October 2020

HAMBLLEN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

II. SCOPE OF COMMISSIONING SERVICES:

- Perform commissioning of all building HVAC, domestic hot water, and lighting controls included in the proposed project.
- Commissioning scope shall include all activities described in Section C408 of the 2012 International Energy Conservation Code.
- Commissioning agent shall have a valid Professional Engineer (PE) license in Mechanical Engineering within the state of Tennessee.
- Provide the following deliverables directly to the County or its representative during the project phases indicated:

Construction Documents Phase: Commissioning specifications outlining the responsibilities of the Commissioning Agent, Contractor(s), A&E Firm and the County.

Construction Phase: Commissioning Plan describing the commissioning activities, applicable equipment types, testing procedures and performance criteria.

Prior to Certificate of Occupancy: Preliminary commissioning report of commissioning test procedures and results to the County as described in Section C408.2.4 of the 2012 International Energy Conservation Code.

Project Close-Out:

Systems Manual containing the following:

- a. Submittal Data
- b. Manufacturers' O&M manuals
- c. Control Drawings
- d. Recommended schedules for ongoing testing and maintenance
- e. Narrative describing how each commissioned system is intended to operate (including recommended set-points)

Final commissioning report as described in Section C408.2.5.4 of the 2012 International Energy Conservation Code.

HAMBLLEN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

III. GENERAL INFORMATION FOR COMMISSIONING AGENT:

Project Administrator:

The County Finance Department is the sole point of contact for this procurement. All communication between prospective proposers and the County upon receipt of this RFP shall be in email form to the County Finance Department as follows:

Johnna Harrell
511 West Second North Street
Morristown, TN 37814
Telephone: 423-586-1931
Email: Johnna.harrell@co.hamblen.tn.us

Any other communication will be considered unofficial and non-binding on the County. Communication directed to parties other than the County Finance Department may result in disqualification of the prospective proposer.

RFP Questions and Answers:

Questions regarding this RFP will be accepted via email to the Project Administrator until 2:00p.m. Friday, August 28, 2020. Questions submitted by telephone call will not be answered. Questions submitted after this deadline will not be answered.

Questions *and* Answers will be posted to the Hamblen County Government website, www.hamblencountytn.gov, under the Bids & Proposals Tab no later than 4:00p.m., Tuesday, September 1, 2020.

Proprietary Information and Public Disclosure:

Materials submitted in response to this competitive procurement shall become the property of Hamblen County. All proposals submitted shall remain sealed until the deadline for submission of proposals has expired. Once a proposal is submitted to Hamblen County Government and is opened, it constitutes a public record and is subject to the open records request pursuant to the Tennessee Open Records Act.

Cost of Proposal Submission:

The County will not be liable for any costs incurred by any respondent in preparation of a response to this RFP, in conducting of a presentation, or any other activities related to responding to this RFP.

HAMBLLEN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

Revisions to the RFP:

In the event it becomes necessary to revise any part of this RFP, addenda will be produced in writing and submitted to all prospective respondents known to the County and will be listed on the Hamblen County website, www.hamblencountyttn.gov, under the Bids and Proposals Tab.

The County reserves the right to cancel or to reissue this RFP in whole or in part prior to the execution of a contract.

Period of Performance:

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin upon award of a contract.

Subcontract Terms:

The successful respondent will not subcontract any portion of their duties under this RFP or subsequent contract without the prior written consent of the County.

Contract Terms:

All items in this RFP must be included with the proposal submission. All contracts between parties as a result of this RFP shall be governed by and enforced in accordance with the laws of the State of Tennessee. In the event a dispute arises, the venue shall be in Hamblen County, Tennessee. The County shall require the person with authority to bind the company to sign all agreement(s) with the County.

Contract Termination:

The County reserves the right to cancel the contract at any time for breach of contractual obligations without penalty or recourse by giving the Commissioning Agent a written notice of such termination of at least thirty (30) calendar days prior to said cancellation. Prior to issuing such a notice, the County will, if appropriate, provide the Commissioning Agent with an opportunity to cure the breach within a reasonable period of time. Should the County exercise its right to terminate the contract for such reasons, the termination shall become effective on the date as specified in the notice of termination sent to the Commissioning Agent. The Commissioning Agent shall be entitled to receive just and equitable compensation for the work provided pursuant to the contract prior to the effective date of cancellation.

HAMBLLEN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

No Obligation Contract:

The County reserves the right to accept or reject any or all proposal submissions at its sole discretion without penalty and to not issue a contract as a result of this RFP. The County also has the right to waive any formal defects in submissions when deemed in the best interest of the County. Further, the County reserves the right to negotiate with any respondent concerning matters which the County determines require clarification or changes not in conformity with the specific requirements set forth herein.

Right To Withdraw:

Respondents have the right to request withdrawal of their proposals from consideration due to error by giving notice at any time before and not later than two (2) days after submissions are publicly opened.

Commitment of Funds:

The Hamblen County Legislative Body are the only individuals who may legally commit the County to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract. Obligations on contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

Invoice Requirements:

The Commissioning Agent will submit invoices to the County Finance Department based on the timeline outlined in the contract. The invoices will include a detailed account of the following:

1. A description of the work performed;
2. The date(s) the work was performed; and
3. If applicable, an itemized list, including receipts, of all reimbursable expenses as outlined in the contract.

IV. SUBMISSION REQUIREMENTS:

Respondents are required to submit one (1) complete proposal packet either electronically or in a sealed envelope based on the instructions below. Proposals, whether mailed, hand-delivered, or electronically submitted must arrive no later than 2:00p.m. Eastern Standard Time on Wednesday, September 9, 2020.

HAMBLEN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

Instructions for Submitting Proposals Electronically:

Electronic submissions should be sent to Johnna.harrell@co.hamblen.tn.us via WeTransfer.com, an internet-based computer file transfer service. The message line of the WeTransfer page should state: **HAMBLEN COUNTY JUSTICE CENTER COMMISSIONING AGENT RFP, SEPTEMBER 9, 2020 @ 2:00P.M.** Please note: Proposal should be submitted no earlier than September 2nd as the documents are only available for download for seven (7) days and we cannot access them for any reason prior to Wednesday, September 9, 2020 @ 2:00p.m.

Instructions for Submitting Hard Copies of Proposals:

Envelopes must arrive sealed and clearly marked with **HAMBLEN COUNTY JUSTICE CENTER COMMISSIONING AGENT RFP, SEPTEMBER 9, 2020 @ 2:00P.M.** on the outside of the envelope to the Hamblen County Mayor's Office, 511 West Second North Street, Morristown, TN 37814, Attention: Johnna Harrell.

Respondents assume the risk for the method of delivery chosen. The County assumes no responsibility for delays caused by any delivery service whether in-person or electronically. Late proposals will not be accepted.

Proposal Content:

All items listed below must be included in your submission.

1. Statement of Qualifications Form (attached)
2. Copy of Professional Engineer (PE) License in Mechanical Engineering within the State of Tennessee
3. Anti-Collusion Statement (attached)
4. Certificate of Compliance with Iran Divestment Act (attached)

Statement of Qualifications Form:

The respondent must complete the statement of qualifications on pages 11 & 12 of this document. This includes contact information, education, experience, three (3) references and proposed cost. If the respondent would like to list more than three (3) references for previous projects, those can be listed on a separate sheet and submitted with this document.

HAMBLLEN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

Insurance Requirements:

a. Certificates of Insurance

Upon award of this project, the Commissioning Agent **must** provide to Hamblen County Government certificates of the insurance requirements listed below before duties commence. Policies shall be endorsed to provide Hamblen County Government at least thirty (30) days written notice of reduction, cancellation or intent not to renew coverages as listed. If insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the Commissioning Agent **must** cease work on this project.

b. Liability Coverages

1. The Commissioning Agent shall furnish at their own expense and keep in full force during the terms of this contract the following coverages which shall list Hamblen County Government as an additional insured:

- General liability insurance covering bodily injury and property damage in the minimum sum of \$1,000,000 for each occurrence, \$2,000,000 aggregate and products/completed operations in the minimum sum of \$1,000,000 for each occurrence, \$2,000,000 aggregate.
- Professional liability insurance in the minimum sum of \$2,000,000 limit per occurrence.
- Automobile liability insurance in the minimum of \$1,000,000 combined single limit for bodily injury and property damage.
- Umbrella liability insurance in the minimum sum of \$3,000,000 for each occurrence.

2. Worker's Compensation Compliance

The Commissioning Agent shall also comply with all requirements of the Workers' Compensation Law and shall at their own expense, maintain such insurance, including waiver of subrogation in favor of Hamblen County and employer's liability, as will protect the Commissioning Agent from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by anyone directly or indirectly employed by the Commissioning Agent.

HAMBLLEN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

Anti-Collusion Statement:

The respondent certifies by signing the anti-collusion statement on page 13 of this RFP that this proposal is made without prior understanding, agreement, or accord with any other person submitting proposals for the same service and that this submission is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce.

Iran Divestment Act:

The respondent must certify on page 14 of this RFP that neither they nor any of their successors, parent companies, subsidiaries or companies under common ownership or control certifies, under penalty of perjury, that to the best of their knowledge and belief that they are not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Signatures:

The Statement of Qualifications Form, Anti-Collusion Statement, Certification of Compliance with the Iran Divestment Act, and all RFP Amendments must be signed and dated by a person authorized to legally bind the respondent to a contractual relationship.

HAMBLEN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

V. FORMS:

a) STATEMENT OF QUALIFICATIONS

Information of company or individual with whom the contract would be written	
Legal Name:	HEA Engineers, LLP (HEA)
Address:	11925 Sam Roper Drive, Suite D, Charlotte, NC 28269
Phone:	(704) 523-5354
Email Address:	amiddleton@horizon-engineering.com
Education:	Bachelor of Science, Norfolk State University, Design Technology and Management
Experience:	Anthony Middleton is an Engineering Manager with over 13 years experience providing engineering services (9 of those years providing commissioning services). Mr. Middleton's background includes extensive experience managing, testing, evaluating, integrating and installing various building systems in mission, commercial, higher education, healthcare, and critical facilities.
Name & Email Address of Commissioning Agent & Primary Point-of-Contact (if different from information listed above)	Anthony Middleton, CxA amiddleton@horizon-engineering.com

List a minimum of three (3) completed projects that demonstrate your experience with commissioning services, preferably of large scale projects.

Completed Project #1	
Name of Project:	State of Mississippi, Civil Rights & History Museum
Year Completed:	2018
Size of Project:	200,000 sf
Project Owner Contact Information:	Adrian Massey, Assistant Director, State of Mississippi (601) 369-3621 / adrian.massey@dfa.ms.gov

HAMBLEN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

STATEMENT OF QUALIFICATIONS continued...

Completed Project #2	
Name of Project:	Charlotte-Mecklenburg Police Department Westover Division Office
Year Completed:	2017
Size of Project:	21,956 sf
Project Owner Contact Information:	Monifa Hendrickson-Woodside, Senior Project Manager, Engineering, City of Charlotte (704) 432-2577 / mwoodside@cl.charlotte.nc.us

Completed Project #3	
Name of Project:	Charlotte VA Healthcare Clinic
Year Completed:	2017
Size of Project:	400,000 sf
Project Owner Contact Information:	Adam Pyles, Senior Project Manager, Cambridge (704) 361-5001 / apyles@cambridgeus.com

Total Cost Proposed: (based on scope of services listed in this RFP)	\$ 73,052.00
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HAMBLÉN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

b) ANTI-COLLUSION STATEMENT

By signing this form the respondent agrees that he/she has not divulged to, discussed, or compared his/her submission with other respondents and has not colluded with any other respondent whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of service. Any such violation will result in any contract related to this RFP being null and void and could constitute a felony and result in a fine, imprisonment and civil damages.

The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP, and is authorized to enter into a contract with Hamblen County Government. This form must be signed personally by the respondent or the respondent's authorized agent. All signatures must be original and not photocopies.

Josephine Gravos
Signature.

Senior Vice President of Administration
Title

Josephine Gravos
Printed Name

September 9, 2020
Date

By signing this form, the respondent signifies understanding and agreement with Hamblen County Government's Terms and Conditions.

HAMBLEN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

c) **CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT**
Tenn. Code Ann. § 12-12-101 et seq.

Comes Josephine Gravos, for and on behalf of
(Printed name of Principal Officer of Company)

HEA Engineers, LLP, (the “Company”) and, after being duly
authorized by the Company so to do, makes oath that:

By submission of these qualifications, each respondent certifies, and in the case of a joint
submission each party certifies, under penalty of perjury, that to the best of their knowledge
and belief that each respondent is not on the list created pursuant to the Iran Divestment Act,
Tenn. Code Ann. § 12-12-106.

Josephine Gravos
Signature

Senior Vice President of Administration
Title

September 9, 2020
Date

HAMBLLEN COUNTY GOVERNMENT
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

VIII. RFP SUBMISSION CHECKLIST:

- Proposal is labeled on the outside of the envelope or in the subject line, if electronically delivered, 'Hamblen County Justice Center Commissioning Agent RFP– September 9, 2020 @ 2p.m.' as instructed on page 8 Section IV of this document
- Complete ORIGINAL signed and initialed RFP packet
- Statement of Qualifications Form completed (pages 11 & 12 Section V.a. of this document)
- Copy of Professional Engineer (PE) License in Mechanical Engineering within the State of Tennessee In progress, per Addendum dated 8.31.20
- Anti-Collusion Statement Signed (page 13 Section V.b. of this document)
- Certification of Compliance with Iran Divestment Act completed and signed (page 14 Section V.c. of this document)

Exhibit "B"

Part B.1 Scope of Work

SCOPE OF WORK

DESIGN/PRE-CONSTRUCTION PHASE

Commissioning Specifications. HEA will develop the specifications to be included with the contract documents. They will outline roles and responsibilities of the contractors, vendors, owner and commissioning authority throughout the commissioning process. This will include necessary testing and which parties are to be responsible and present during such time.

CONSTRUCTION PHASE

Commissioning Plan. HEA will develop the commissioning plan for the commissioning process. The plan will outline the key projects components to include the following:

- Building Information
- Scope and Description of Commissioning Services
- Commissioning Team Members
- Roles and Responsibilities
- Systems to be Commissioned
- Standard Forms and Reports
- Explanation and Use of Facility Grid for Developing and Tracking Testing and Issues

Shop Drawing and Submittal Review. HEA will review appropriate shop drawings and submittals from an operational standpoint, in addition to determining the most feasible way to install the equipment for both performance and serviceability. Upon completion of our review within the necessary time line, HEA will coordinate with the design engineer to collaborate on creating one unified comment for the contractors. We will concentrate on reviewing the shop drawings and submittals that pertain to the requirements. HEA typically only reviews the initial submittal for a piece of equipment or a system.

Pre-Functional Checklist (PFC) and Functional Performance Test (FPT) Development. In accordance with the project documents and the approved submittals, HEA will develop Pre-Functional Checklists (PFC) and Functional Performance Test (FPT) procedures. These procedures will document all information that is to be verified as part of the commissioning process.

Site Visits to Observe Installation. Per the Request for Proposal (RFP) and/or specifications, the installing contractors will be responsible for execution of the PFC's. HEA will oversee the process to make sure that this is completed. Progress of the checklists will be monitored via Facility Grid and once a substantial portion (>80%) of the questions are answered for a system, HEA may make a visit to observe the overall progress and to verify a sample of the completed checklists. For each visit, a Field Observation Report will be issued.

Testing, Adjusting, Balancing (TAB) Verification. HEA will review the report(s) submitted by the TAB Contractor, concurrent with the Design Team, as the TAB Contractor completes work on individual systems (i.e., not all systems need to be balanced before the reporting process begins). HEA will verify that all required data has been collected, that the measured results are in compliance with the specification, and that any non-compliant items have been resolved and retested prior to the start of Functional Performance Testing. HEA will coordinate a session with the TAB Contractor to verify a sample of the measurements listed in the TAB report. The TAB Contractor will re-measure selected TAB report data at the request of and witnessed by HEA. Any items requiring action will be added to the Commissioning Action List.



FPT. HEA will field-direct, witness and document the FPT for each system to be commissioned. The work will progress from tests of individual components of the central equipment to tests of the overall systems that contain those pieces of equipment. HEA will ensure that correct procedure is implemented and all systems function properly. For each visit, a FOR will be issued.

Issue Resolution. HEA will document all issues identified in the required systems during the verification process and report them to the construction team. HEA and the responsible contractor(s) will schedule re-testing of these items. HEA will also manage and administer any and all issues for the duration of the project. The issues log will be maintained real time using Facility Grid, with regular updates and notifications provided to the team. Open issues will be reviewed regularly during scheduled commissioning meetings.

Construction Phase Commissioning Meetings. HEA will lead and conduct all commissioning meeting(s). Meeting(s) will be held during the construction process and will increase in frequency and duration as the project moves forward. The commissioning meeting(s) will identify testing schedules, resolve conflicts and discuss deficiency resolution. The meeting minutes will be distributed by HEA to the commissioning team for review and comment. HEA will lead and/or attend up to sixteen (16) meetings during this project.

POST ACCEPTANCE PHASE

Commissioning Final Report. HEA will furnish a commissioning report that will include the following:

- A summary of the services provided, the issues found, open or deferred activities and recommendations for improvement.
- A copy of all services provided including:
 - Each Deliverable
 - Executed PFC and FPT
 - FORs
 - The Commissioning Deficiency List
 - Reports provided by trade contractors such as startup reports, TAB Reports, etc. Deficiencies that were discovered and measures taken for correction.

Systems Manual. A Systems Manual must be submitted. Its components are:

- Executive summary of project turnover and documents here within.
- Final version of the Owners Project Requirements (OPR) and Basis of Design (BoD).
- System single-line diagrams.
- Construction record documents and specifications.
- Approved submittals.
- As-built drawings of all commissioned systems.
- As-built sequence of operations for all equipment; control drawings.
- Original set points for all commissioned systems and recommended schedule for sensor recalibration.
- Recommended schedule for re-commissioning of building systems.
- Equipment Operation & Maintenance (O&M) manuals.
- Equipment preventive maintenance schedules.
- Confirmation of completed training for the owner and occupants.
- Ongoing system optimization procedures.
- Final commissioning report.



EQUIPMENT LIST

Systems to be commissioned will include:

EQUIPMENT NAME	PROJECT QTY	COUNTY QTY
VENTILATION SYSTEM		
Energy Recovery Units	11	11
Roof Top Units	6	6
VAVs Cooling Only	55	15
Make Up Air Units	1	1
Fan Powered Boxes	26	10
Variable Speed Exhaust Fans	8	8
Smoke Purge System	46	10
MECHANICAL COOLING SYSTEM		
Air Cooled Chiller	2	2
Chilled Water Pumps	2	2
MECHANICAL HEATING SYSTEM		
Hot Water Boiler	3	3
Heating Water Pumps	2	2
PLUMBING SYSTEM		
Domestic Hot Water Heater	3	3
Domestic Hot Water Pump	2	2
Domestic Water Booster Pump	1	1
Sump/Elevator Pumps	4	4
BUILDING AUTOMATION SYSTEM		
Building Management System	System	System
ELECTRICAL SYSTEMS		
Lighting Controls	System	System

FEE INFORMATION

Our proposed lump sum fee, including expenses, to provide commissioning services for the Hamblen County Justice Center project, is as follows:

Fifty thousand, Three Hundred Ninety-Four dollars
(\$50,394.00)

Revised See part B of Exhibit B

PROPOSAL BASIS

Our scope of work and our fee was developed based on the RFP issued August 25, 2020, addendum dated August 31, 2020 and Questions and Answers received via email. From the provided information, we have concluded that the overall project duration is twenty four (24) months, with a substantial completion date of January 2023. Our fee is based on the project achieving the substantial completion date of January 2023. If the project extends past January 2023, HEA may require additional time and funding to manage the completion of the commissioning of the project. Based on the project duration above and our scope, we assume that up to a total of sixteen (16) construction meetings will be required to successfully coordinate the work, including the closure of issues found during the process. We will provide a schedule of meetings at our construction phase kick off that indicates how we will manage the project within those parameters. If it is determined during the project that additional meetings are required, then HEA will perform at an additional cost per meeting. See Part B.2



HEA develops their fees based on the equipment and systems to be commissioned on a project. For your project, we have included an equipment list that is based on the project information provided. If equipment types and/or quantities are modified during the project or if we are requested to modify any sampling strategies noted in our list, then HEA may provide a change order to cover the costs of those changes.

HEA will confirm the readiness of systems and availability of contractor support, as required, prior to performing any FPT. If issues are found during testing, HEA will note the issue and log it into our commissioning software system, Facility Grid. The issue will be clearly explained and will define which contractor is responsible for correcting. Once the contractor confirms they have corrected the issue, HEA will re-inspect once to confirm that the issue has been corrected. Same day cancellations of confirmed testing and multiple re-inspections of an issue are not included in our scope and fee.

EXCLUSIONS

HEA has no exceptions to your RFP.

TERMS

Acceptance. If you would like to proceed with this work, please address your order to Horizon Engineering Associates, LLP, 800 Veterans Memorial Highway, Suite 301, Hauppauge, NY 11788.

Payments. Invoices for basic services, reimbursable expenses and additional services shall be submitted monthly on our normal monthly billing cycle. Unless otherwise stipulated, invoices will be submitted electronically. Payments are due and payable thirty (30) days from the date of the invoice. If we are not paid within sixty (60) days of the invoice, we have the right to stop work without notice or liability.

Expenses. Reimbursable expenses are included in our lump sum fee and will include:

- All reproduction costs for plotting, prints and specifications, as well as, creating the required drawings.
- All final reports will be submitted on an electronically unless requested by the client. Any production cost associated with the report will be billed to the client.
- Mailing express delivery, courier service, messenger services and other communication expenses incurred in connection with the project.
- Test equipment rentals that are required to satisfy project requirements.
- Any expenses associated with transportation incurred by the engineer due to travel.
- Fees paid for expediting and securing approvals of authorities having jurisdiction over the project.
- Re-calibration of required test equipment associated with the project when necessary.

Compensation for Additional Services. It is understood that, where there are approved changes to work already completed or additional services required not specifically outlined in the scope-of-work, HEA shall be paid additional compensation, equal to the following hourly billing rates:

Principal/Director	\$ 225.00
Engineering Manager / Senior Engineer	\$ 170.00
Senior Project Engineer	\$ 140.00
Project Engineer	\$ 130.00
Field Engineer	\$ 110.00
Project Coordinator	\$ 70.00



Validity. This quotation is valid for sixty (60) days for work commencing within six (6) months.

If you are in acceptance of this proposal please sign and date in the space indicated below and return to my attention.

~~John H. Harrell~~, Hamilton County Government

Date

Bill Brittain

If you have any questions or would like more information, please do not hesitate to contact me at (704) 523-5354 or amiddleton@horizon-engineering.com. We look forward to working with you on this important project.

Sincerely,

Anthony Middleton

Anthony Middleton, CxA
Engineering Manager
HEA Engineers, LLP (HEA)

***ATTACHED: Statement of Qualifications Form
Anti-Collusion Statement
Certificate of Compliance with Iran Divestment Act
Initial RFP***

September 24, 2020



Exhibit B (continued)

Exhibit B.2 Response for Clarifications

From: Anthony Middleton amiddleton@Horizon-Engineering.com
Subject: RE: RFP for Commissioning Services for Hamblen County
Justice Center
Date: Sep 17, 2020 at 9:27:03 AM
To: Tony Pettit tpettit@BurWil.com
Cc: Johnna Harrell johnna.harrell@CO.hamblen.tn.us,
BBrittain@co.hamblen.tn.us, Mareina B. White mwhite@burwil.com,
Michael Scott miscott@burwil.com, Nick Self nself@burwil.com

Good Morning,

Thank you for giving us the opportunity to be selected within the Hamblen County Justice Center project most qualified firms list. I have responded to the questions below just after the question and underlined. If this format is unacceptable and this would be better submitted on a formal letterhead please let me know, we will reissue.



Anthony Middleton, CxA
Engineering Manager
11925 Sam Roper Drive, Suite D, Charlotte, NC 28269
O: 704-315-2042 | C: 631.644.7002 | F: 212.400.3715
W: www.horizon-engineering.com

Commissioning | Sustainable Consulting | Energy Audit & Analysis
Demand a Higher Standard

From: Tony Pettit <tpettit@burwil.com>
Sent: Tuesday, September 15, 2020 9:46 AM
To: Anthony Middleton <amiddleton@Horizon-Engineering.com>
Cc: Johnna Harrell <johnna.harrell@co.hamblen.tn.us>; BBrittain@co.hamblen.tn.us;
Mareina B. White <mwhite@burwil.com>; Michael Scott <miscott@burwil.com>; Nick Self
<nself@burwil.com>
Subject: RFP for Commissioning Services for Hamblen County Justice Center

Dear Anthony Middleton

BurWil is serving as the project manager representing Hamblen County for the Hamblen County Justice Center. Your firm submitted a response to the RFP for Commissioning Services.

Hamblen County received ten responses from firms for providing commissioning services for the Justice Center. In an effort to assure Hamblen County awards the project to the most

September 24, 2020

qualified responsible firm, We are following up with general questions for five of the firms of which your firm is one.

The following general questions are to determine to best value and best qualified firm to provide commissioning services for the project.

1. Verify the number of team member visits to the project your proposal includes. 29 days total are included please see breakdown below.
 - Our Proposal includes (4) four (8) eight hour site visits to inspect installation
 - Our Proposal includes (2) two (8) eight hour site visits for TAB verification
 - Our Proposal Includes (20) twenty (8) hour site visits to perform functional testing
 - Our Proposal includes (3) three (8) hour site visits for issue resolution
2. Define the number of personnel in the site team. 4 members will be apart of the site team performing verification and testing
3. If the project requires 16 visits during construction and 4 follow up visits after substantial completion what is the cost of you proposal? (This is to establish a comparable benchmark for costs for services) Our fee with 16 site visits and 4 follow up visits after substantial completion would be \$50,394
4. Verify what changes in your proposal would be needed if the construction lasted 28 months in lieu of 24 months. Our proposal if construction lasted 28 months in lieu of 24 months would increase \$3,400 to account for project management support. This also assumes the equipment count or intent has not changed.

The following are proposal specific questions relative to your proposal:

A. None

Please respond to this sender by EOB Thursday, September 17, 2020. If you need any further information, please request this information by email to the sender's address. Also, please confirm that you are in receipt of this Email.

Thank You,

Exhibit C



ADDENDUM 8.31.20 to:

Request for Proposals - Commissioning Services for the Hamblen County Justice Center

Date of Addendum 8.31.20: August 31, 2020
Date of RFP Issuance: August 25, 2020
RFP Due Date: September 9, 2020 at 2p.m.

CHANGES:

SCOPE OF COMMISSIONING SERVICES (Page 4 of 15)

Third Bullet: "Commissioning agent shall have a valid Professional Engineer (PE) license in Mechanical Engineering within the State of Tennessee."

CHANGED TO THE FOLLOWING:

Commissioning agent shall have a valid Professional Engineer (PE) license in Mechanical Engineering within the State of Tennessee **before** commencing work on the Hamblen County Justice Center. **Failure to obtain this license by the appropriate time will result in voiding the contract.**

PROPOSAL CONTENT (Page 8 of 15)

#2: Copy of Professional Engineer (PE) License in Mechanical Engineering within the State of Tennessee - Must be included with your submission.

CHANGED TO THE FOLLOWING:

Copy of Professional Engineer (PE) License in Mechanical Engineering within the State of Tennessee – Must be submitted to the Hamblen County Finance Department **before** commencing work on the Hamblen County Justice Center. **Failure to obtain this license by the appropriate time will result in voiding the contract.**

END OF CHANGES per ADDENDUM 8.31.20. The remainder of the RFP REMAINS THE SAME.

Please acknowledge receipt of this ADDENDUM by including an original, signed copy with your response to this RFP.

Signature: Josephine Gravos
Printed Name: Josephine Gravos
Title: Senior Vice President of Administration
Company: HEA Engineers, LLP
Date: September 9, 2020

Bill Brittain, *County Mayor*

511 West Second North Street • Morristown, TN 37814 • *office*. 423.586.1931 • *fax*. 423.585.4699

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

September 24, 2020

BurWil Construction Company Contract

Motion by Tim Horner, seconded by Tim Goins to approve

BurWil Construction Company Contract.

Voting for:

Eileen Arnwine	Joe Huntsman
Chris Cutshaw	Tim Horner
Randy DeBord	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward

Against:

Jeff Akard
Wayne NeSmith

Motion Passed.

8.c.

Thereupon Meeting Adjourned 7:08 p.m.

8/19/2020

PROPOSED SERVICES PER (Hamblen County) Justice Center Project Manager RFO		COST PER PHASE
A	Design Development Phase	\$0
B	Construction Documents Phase	\$30,000
1	Develop relationships with Architect/Engineer of Record, County Officials, Design Team, and Jail Transition Team:	
2	Become familiar with construction drawings	
3	Project oversight and communication to the County, Jail Transition Team, Architect/Engineer and Contractor in matters pertaining to the project	
C	Bidding Phase	\$30,000
1	Assist in Contractor/Bidder pre-qualification process	
2	Assist in review of bids received and evaluated by Architect/Engineer of Record	
3	Project oversight and communication to the County, Jail Transition Team, Architect/Engineer and Contractor in matters pertaining to the project	
D	Pre-Construction Phase/Mobilization	\$15,000
1	Assist in review of project construction contracts and schedule prior to acceptance and execution	
2	Project oversight and communication to the County, Jail Transition Team, Architect/Engineer and Contractor in matters pertaining to the project	
E	Construction Phase	\$870,000
1	Project oversight and communication to the County, Jail Transition Team, Architect/Engineer and Contractor in matters pertaining to the project	
2	Review the progress schedule, schedule of shop drawing and sample submittals, schedule of values, and other schedules prepared by contractor and consult with Architect/Engineer of Record concerning acceptability of such schedules	
3	Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (not including Contractor's safety meetings) and include meeting minutes in project reporting	
4	On-site field observation of construction progress, compliance and project safety on a regular basis from start through construction to final inspection, estimated at three (3) to five (5) days per week as project schedule requires including but not limited to:	

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PROPOSED SERVICES PER Hamblen County Justice Center Project Manager RFO		COST PER PHASE
a	Field observation of construction and adherence with project documents	
b	Field observation of site health and safety conditions during construction	
c	Field observation of materials stored on-site, prior to installation	
d	Field observation of specialty construction and/or material installations	
e	Field observation of scheduled project inspections and, if required, reinspections	
10	Review of contractor requests for information (RFI's) reviewed on behalf of the County for information purposes and on-site compliance verification	
11	Review of submittals and shop drawings on behalf of the County for information purposes and on-site compliance verification	
12	Review project change proposals on behalf of the County for information purposes and on-site compliance verification	
13	Report and advise to the Architect/Engineer of Record any part of the work believed to be defective under the terms and standards set forth in the construction contract documents, and provide recommendations as to whether such work should be corrected, removed and replaced or accepted as provided in the construction contract documents	
14	Consult with Architect/Engineer in advance of scheduled inspections, tests and systems start-ups	
15	Verify that tests, equipment, and systems start-ups and operation and maintenance training are conducted in the presence of appropriate County personnel and that the contractor maintains adequate records thereof	
16	Observe, record, and report to the Architect/Engineer appropriate details relative to the test procedures and systems start-ups	
17	Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the work	

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PROPOSED SERVICES PER Hamblen County Justice Center Project Manager RFO		COST PER PHASE
18	Accompany visiting inspectors representing the public or other agencies having jurisdiction over the work, record the results of these inspections and report to the Architect/Engineer of Record	
19	Provide documentation of site observations on a regular interval including but not limited to:	
a	Summary document of work performed during observation period, including construction progress, notation of weather delays, materials installation and inspections	
b	Photographs of work performed during observation period	
c	Observation summaries and photographs compiled into a weekly report	
d	Weekly reports and meeting minutes compiled into a monthly report	
20	Review of contractor monthly pay application on behalf of the County, and, if requested, recommendations to the Architect/Engineer of Record, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work. Application approval shall be made by the Architect/Engineer of Record	
21	Verify the materials and equipment certificates, operation and maintenance manuals another data required by the contract documents to be assembled and furnished by the contractor are applicable to the items actually installed and in accordance with the contract documents and have these documents delivered to the Architect/Engineer of Record for review and forwarding to the County prior to payment for that part of the work	
22	Assistance in coordination of any County furnished/County installed items such as the following examples of the furniture, kitchen equipment, laundry equipment, computer equipment, filing systems, etc.	
23	Participate in the Architect/Engineer of Record's visits to the site regarding substantial completion, assist in the determination of substantial completion and prior to the issuance of a certificate of substantial completion submit a punch list of observed items requiring completion or correction.	

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PROPOSED SERVICES PER Hamblen County Justice Center Project Manager RFO		COST PER PHASE
24	Participate in the Architect/Engineer of Record's visit to the site in the company of County personnel and contractor, to determine completion of the work, and prepare a final punch list of items to be completed or corrected by the contractor	
25	Observe whether all items on the final punch list have been completed or corrected and make recommendations to the Architect/Engineer of Record concerning acceptance and issuance of the Notice of Acceptability of Work	
Project Completion Phase		
		\$30,000
1	Project oversight and communication to the County, Jail Transition Team, Architect/Engineer and Contractor in matters pertaining to the project	
2	Coordinate reporting and working through the resolution of remaining project deficiencies post-occupancy	
3	Act as County Representative for post-occupancy coordination of reporting and working through construction and/or material warranty claims, within (1st) year of occupancy and tracked until resolution	
TOTAL PROPOSED SERVICES FEE - LUMP SUM		\$975,000