

# Campbell County Board Of Commissioners

Office:423-562-9961

Fax: 423-563-5426

AmandaG@campbellcountygov.com

570 Main Street Suite 110 P.O.Box 835 Jacksboro, TN 37757

Monday July 19, 2021

6:00 p.m.

#### LOWER COURTROOM

#### AGENDA AND CONTENTS

- I. CALL TO ORDER
- II. PRAYER & PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF PREVIOUS MEETING MINUTES
- V. NOTARY PUBLIC APPLICATION APPROVAL

#### VI. COMMITTEE REPORTS AND MINUTES

- 1. Infrastructure 6.21.21 (pg7)
- 2. Recreation (on site) 6-30-21 (pg 16)
- 3. Sanitation 7.8.21
- 4. Animal Control 7.8.21

#### VII. APPROVAL OF BUDGET AMENDMENTS AND OTHER FUNDING RESOLUTIONS

- 1. Approval of Budget Amendments (separate from packet)
  - 2. Suspend rules for amendments 7-8 and 7-9.

#### VIII. APPROVAL FOR PAYMENT OF THE MONTHLY TRAVEL CREDIT CARD USAGE

- 1. Johnny Bruce/ Amanda Grodeman Commission Credit Card payment due \$14.72
- 2. E.L. Morton Mayor Credit Card Payment Due

#### IX. REPORTS FROM COUNTY OFFICIALS, & ALL DEPARTMENTS (INCLUDING BOARD OF EDUCATION).

(\*No Report Available in gray) Clerk and Master County Court Clerk Building Permits General Sessions Court -Circuit Court -Juvenile Court E-911 Report Campbell County EMS Sheriff's Office Property Assessor Register of Deeds Trustee's Office

Pg. 28-59

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PACKET PAGE No.

4-5

Board of Education Environmental Officer Environmental Services Veterans Affairs

#### X. REPORTS FROM ORGANIZATIONS RECEIVING FUNDING FROM THE COUNTY pg.60-64

FCCA/ Animal Shelter SpayCC Report

#### NO REPORTS AVAILABLE AT THIS TIME FROM THE FOLLOWING:

Campbell County Historical Society Campbell County Library Board - New Members Memo Campbell County Chamber of Commerce Campbell County Health Council Campbell County Shrine Club Campbell Culture Coalition CASA Helen Ross McNab CHET. CHET (DCS) CHET Imagination Library Disabled Veterans (Last received in June 2018) ETHRA Post Mark Lafollette (gave presentation at March 2020 Workshop) Scott County Homeless Shelter Senior Citizens Home Assistance Service Campbell County Senior Citizens Jellico Senior Citizens Campbell County Library Board (Mar19, 2019 quarterly meeting) Caryville City Library Jacksboro City Library Jellico City Library LaFollette City Library

#### XI. INFORMATION

#### ARP Guidance pg 66

#### XII. OTHER MATTERS

- 1. Approval of Environmental Services Vehicle/Equipment Surplus. Pg 68
- 2. Approval of Litter Control Truck Surplus to auction pg 68
- 3. Approval of Sheriff's Department Vehicle Surplus to auction pg 69
- 4. Approval of the payment for Mental health Evaluation and Treatment Services for Criminal Defendants charged with misdemeanors only pg 70

#### XIII. RECOGNIZE COUNTY MAYOR

- 1. ETDD FY July 1, 2021-June 30, 2022 pg 82-88
- 2.

#### XIV. RECOGNIZE COMMISSIONER INTRODUCING RESOLUTIONS AND PROPOSALS FOR DEBATE 89-91

1. Animal Control Ordinance pg 92-110

**ANNOUNCEMENTS (prior to adjournment)** 

# **Approval of Previous Meeting Minutes**

# **Notary Public Application Approval**

LAFOLLETTE 705 E. Central Ave. LaFollette, TN 37766 Office: 423-566-8130 Fax: 423-566-6745



JELLICO 315 S. Main St. Jellico, TN 37762 Office:423-784-8608 Fax: 423-784-8589

Alene Baird Campbell County Clerk 570 Main St., Suite A21 Jacksboro, TN 37757 Office: 423-562-4985 Fax: 423-566-3852

# Notary Public to be approved at the July 19, 2021 meeting of the County Commission.

**Notary Renewals:** 

No Renewals for July

**New Notary Applicants:** 

Rebecca A. Bowling 250 Preston Circle Jacksboro, TN 37757 Retired

# **Committee Reports & Minutes**



# Campbell County Board Of Commissioners

Office:423-562-9961

Fax: 423-563-5426

AmandaG@campbellcountygov.com

DATE: 6.21.2021

#### **Infrastructure Committee**

Members present: Zachary Marlow, Charles Baird, Scotty Kitts, Scott Stanfield, Lisa Lester, Johnny Bruce, Michael Douglas, and Robert Higginbotham, Ralph Davis, Scott Stanfield. Member absent: Dewayne Baird, Tyler King, and Rusty Orick. Others present: Commission Secretary Amanda Grodeman and E. L. Morton, Dennis Powers.

Chairman Marlow called the meeting to order with a quorum of (7) SEVEN members present, (3) THREE members absent. Davis and Stanfield to substitute for their districts, making (9) NINE present.

Marlow began with the purpose of this meeting is to discuss the budget amendment 6-10. Based on email from Jeff Marlow, we will likely need an Interlocal agreement with LUB for waterline grants which will need to go before the waterline extension committee.

Project lists were provided by the finance department as these were the areas selected for the grant process. Davis and Kitts requested information regarding a "list" made out years ago of all district water needs in priority level. Marlow stated that it would be information that should be requested from the Waterline Extension Committee. The listed areas for extension are the areas that LUB are working within the guidelines of the grant and this may not be interchangeable.

Members have stated that there should be a list of priority projects and the members want to know where it is. When it was created. After much discussion on waterline needs, Marlow encouraged them to bring this issue before the waterline extension committee. Higginbotham to call a Waterline Extension Committee after more information is released from LUB regarding state dollars they are to receive.

Motion by Davis, seconded by Kitts to approve the usage of 2.5 million ARP funds for waterline projects. NINE – AYE. Motion passed.

# Motion by Davis, seconded by Stanfield to approve spending of \$320,000.00 for Sheriff's Office Building. NINE – AYE. Motion passed.

Request for the comptroller to come and speak regarding the funds and how they are permitted to be used.

Motion to adjourn by Bruce, seconded by Davis.

Meeting adjourned.

570 Main Street Suite 110 P.O.Box 835 Jacksboro, TN 37757

#### Amanda Grodeman

From:	Jeff Marlow <jeffm@ccdiwireless.net></jeffm@ccdiwireless.net>
Sent:	Wednesday, June 16, 2021 12:20 PM
То:	Robert Higginbotham; 'Robert Higginbotham-Home'; Zachary Marlow; Zachary Marlow- Home
Cc:	Charles Baird; 'Charles "Goat" Baird'; Dewayne Baird; 'Dewayne Baird-Work'; Johnny Bruce; 'Johnny Bruce-Home'; Ralph Davis; 'Ralph Davis-Work'; Michael Douglas; 'Michael Douglas-Home'; Whit Goins; 'Whit Goins-Home'; Tyler King; 'Tyler King-Home'; Scotty Kitts; 'Scotty Kitts-Home'; Cliff Kohlmeyer; 'Clifford Kohlmeyer-Work'; 'Clifford Kohlmeyer-Home'; Lisa Lester; 'Lisa Stanfield Lester-Home'; Zachary Marlow; 'Zachary Marlow-Home'; Sue Nance Commissioner; 'Sue Nance-Home'; Rusty Orick; 'Lawrence "Rusty" Orick-Home'; 'Lawrence "Rusty" Orick-Personal'; Scott Stanfield; 'John Scott Stanfield-Home'; Amanda Grodeman; E.L. Morton; 'Joe Coker'; 'Alene Baird'; Lisa Bowlin; Karen Henegar; Nancy Smith; Kenny Baird; Jay Harold Willoughby; Jeff Marlow
Subject:	Proposed Waterline Projects
Attachments:	Proposed Waterline Projects Listing_LUB Cost Estimates_2021-01-14.pdf; 128 Fund_Budget Amendment 6-10_ARP Funds_Waterlines and Sheriff's Office Bldg_ 2021-06-21.pdf

Waterline Committee Chairman Higginbotham & Infrastructure Committee Chairman Marlow:

As you will recall the Waterline Committee met on November 17, 2020 and discussed partnering with LUB to effectuate potential waterline extension projects. The Committee requested LUB General Manager Kenny Baird to prepare a listing of the proposed projects being discussed to include initial cost estimates for the projects. Mr. Baird compiled the requested information on January 14, 2021, 1<sup>st</sup> attachment. Thereafter in February 2021 Mr. Baird submitted information to the State Revolving Loan Fund seeking to get the proposed projects placed on the priority listing of projects that may be eligible for a low interest SRF Loan. Currently Mr. Baird is still awaiting a reply from the State Revolving Fund regarding the possibility of obtaining such a loan to provide a portion of the funding for the proposed projects. However, as I understand Mr. Baird is hopeful to receive a response in the next 4 to 6 weeks.

In March 2021 the US Congress passed the American Rescue Plan Act that was then signed into law by President Joe Biden. One component of the ARP Act is to provide direct federal funding assistance to local governments. In mid-May 2021 the Tennessee Comptroller's Office issued a memorandum defining certain eligible and non-eligible costs that could and could not be provided for from ARPA Funds. One of the items included in this memorandum as an eligible cost to be provided for from ARPA Funds is waterline projects so long as such costs were not incurred prior to March 3, 2021. Additionally, this memorandum states that ARPA Funds cannot be used to provide debt service funds. In regards to the proposed waterline projects with LUB none of the projects costs have been incurred so the March 3, 2021 date will not be an issue, and none of the funds that may be borrowed by LUB from the SRF Loan Program will be an obligation of the county nor will any portion be repaid by the county from regular county funds or from ARPA Funds. Therefore it appears that the planned partnership with LUB to undertake the proposed waterline project will be an eligible use of a portion of the ARPA Funds received by the county and accordingly Budget Amendment 6-10, 2<sup>nd</sup> attachment, is being presented to the County Commission for their consideration at their upcoming meeting on June 21, 2021.

If this budget amendment is approved by the County Commission and once Mr. Baird receives information from the State Revolving Loan Fund as to the potential availability of SRF Funds to provide the LUB portion of the proposed waterline project costs, the Waterline Committee and/or the Infrastructure Committee will need to meet with Mr. Baird to approve the specific scope of the projects to be undertaken and develop the specific terms of the funding arrangement to allow the projects to be undertaken. The specific scope of the projects and the funding arrangements

once decided will need to be reduced to writing and become an Interlocal Agreement as prepared by County Attorney Joe Coker to be presented to the LUB Board and the County Commission for approval. Once the Interlocal Agreement has been approved, a purchase order can be issued to LUB to encumber the approved amount of funding to be provided by the county and thereafter progress payments will be made to LUB as LUB submits invoices to the county for the county's portion of such costs as the projects are implemented.

Jeff

#### Listing of Proposed Waterline Extension Projects Project Details and Cost Estimates Provided by LUB January 14, 2021

	Estimated		Number of	Estimated
Location	Footage	Unit	Customers	Cost
Coolidge to Cedar Creek Bridge	12,800		50	\$750,946.25
Cedar Creek Bridge to Freddy's	7,300		25	\$559,698.59
Subtotal	20,100	Ft	75	\$1,310,644.84
	3.81	Miles		
Alder Springs Road - Kingsland Estates to Dogwood Acres	5,300		50	\$321,842.34
Alder Springs - Dogwood Acres Road	4,300		25	\$210,218.91
Alder Springs - Snider Lane	2,300		15	\$112,972.03
Alder Springs - Pear Road	3,700		15	\$170,343.59
Alder Springs - Lake Circle	1,300		15	\$71,992.34
Alder Springs - Dock Road	1,700		10	\$84,977.97
Alder Springs - Springs Dock Road Dead End	1,500		10	\$76,782.03
Subtotal	20,100	Ft	140	\$1,049,129.21
	3.81	Miles		
Norman Road	3,600		<u>10</u>	<u>\$224,878.00</u>
Subtotal	3,600	Ft	10	\$224,878.00
	0.68	Miles		
Flat Hollow Road	4,600			\$295,524.00
Flat Land Lane	2,000		7	\$145,833.13
Arthor Circle	1,986		<u>8</u>	\$129,870.09
Subtotal	8,586	Ft	15	\$571,227.22
	1.63	Miles		
Flatwoods Road	3,100		15	\$199,967.13
Bark Lane	2,900		2	\$144,729.13
Subtotal	6,000	Ft	22	\$344,696.26
	1.14	Miles		
Total Direct Project Costs	58,386	Ft	262	\$3,500,575.53
	11.06	Miles		
Engineering and C/A (12% of Total Project Cost)				<u>\$420,069.06</u>
Total Estimated Project Costs				<u>\$3,920,644.59</u>

#### **RESOLUTION NUMBER 6-10**

#### RESOLUTION AUTHORIZING BUDGET AMENDMENTS 128 OTHER SPECIAL REVENUE FUND

#### FOR THE FISCAL YEAR 2020-2021

- WHEREAS, the county received notification on Friday June 11, 2021 that it will receive \$3,869,420 as the first allotment of ARP Funds, and;
- WHEREAS, \$2,500,000 of these ARP Funds are hereby designated for the previously contemplated waterline projects which will allow the county to partner with LUB whereby LUB will construct approximately \$4,000,000 to \$5,000,000 of waterline projects in the county with the county providing approximately 50% of the total cost of these waterline projects from ARP Funds and LUB providing approximately 50% of these costs from SRF Loan Proceeds received by LUB with LUB to be solely responsible for the repayment of the SRF Loan, and;
- WHEREAS, the county has approved constructing a new office building to house employees of the Sheriff's Department previously housed in the Old Title I Trailer with such facility to include individual office space for each employee thereby promoting improved social distancing, and the new office building includes separate drivethru offices for the County Clerk and the County Trustee to provide a means of safe interaction between the general public and these offices into the future, and;
- WHEREAS, the total base cost of the building construction project as bid is \$977,075 of which some portion is believed to qualify as an eligible use of ARP Funds, and;
- WHEREAS, with the knowledge the county previously planned to fund the office building construction project through a combination of Local Support Grant Funds of \$204,978, Note Proceeds of \$325,000 and Equity Reserve Funds for the balance, the County Commission hereby allocates \$320,000 of ARP Funds toward the building construction project which equates to approximately one-third of the total base bid amount of \$977,075, and;
- WHEREAS, should the Federal Government ultimately determine that some or all of the \$320,000 of ARP Funds hereby being allocated toward the building construction project is not an eligible use of these Funds this portion of the project cost will instead be borne by Equity Reserve Funds as originally contemplated before the existence of ARP Funds, and;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Campbell County, Tennessee assembled in regular session this 21st day of June, 2021 that:

- SECTION 1. The OTHER SPECIAL REVENUE FUND is hereby amended as described on attached EXHIBIT J CATEGORY/DEPT/DESC: ARP FUNDS - WATERLINE PROJECTS & PARTIAL BLDG CONSTRUCTION
- SECTION 2. All resolutions in conflict herewith be and the same are repealed insofar as such conflict exists.
- SECTION 3. This resolution shall become effective upon passage, the public welfare requiring it.

#### DULY PASSED AND APPROVED THIS 21st day of June, 2021

APPROVED:

County Mayor

APPROVED:

County Commission Chairman

ATTEST:

County Court Clerk

Expiration Date

#### **RESOLUTION NUMBER 6-10**

#### EXHIBIT: J FUND NAME: OTHER SPECIAL REVENUE FUND

#### CATEGORY/DEPT/DESC: ARP FUNDS - WATERLINE PROJECTS & PARTIAL BLDG CONSTRUCTION

#### ESTIMATED REVENUES

		ACCOUNT DESCRIPTION SObi	CURRENT APPROVED <u>BUDGET</u>	AMENDMENT INCREASE (DECREASE)	AMENDED BUDGET
128 - 47901 -		LUB American Rescue Plan Act Grant #6	\$0.00	\$2,500,000.00	\$2,500,000.00
128 - 47901 -	RG588 -	706 American Rescue Plan Act Grant #6	\$0.00	\$320,000.00	\$320,000.00
		TOTAL:	\$0.00	\$2,820,000.00	\$2,820,000.00

#### ESTIMATED EXPENDITURES (APPROPRIATIONS)

ACCOUNT NUMBER End Function Line SEnd Struggt SObi	ACCOUNT DESCRIPTION	CURRENT APPROVED <u>BUDGET</u>	AMENDMENT INCREASE (DECREASE)	AMENDED BUDGET
<u>Fnd Function Line SFnd SFunct SObj</u> 128 - 58836 - 309 - RG588 - LUB Contracts w	th Gov't Agencies	\$0.00	\$2,500,000.00	\$2,500,000.00
128 - 58836 - 706 - RG588 - 706 Building Cor		\$0.00	\$320,000.00	\$320,000.00
TOTAL:		\$0.00	\$2,820,000.00	\$2,820,000.00

#### FUND BALANCES

ACCOUNT <u>NUMBER</u> Fnd Function Line SFnd SFunct SObj	ACCOUNT DESCRIPTION	CURRENT APPROVED <u>BUDGET</u>	AMENDMENT INCREASE (DECREASE)	AMENDED <u>BUDGET</u>
TOTAL:		\$0.00	\$0.00	\$0.00

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# Deposit Account Reporting

# Deposit Accounts Activity Summary

06/15/2021 09:16:55 AM (ET)	Campbell Count Gov trustee - Checking - 042102694 - *0131	06/14/2021 to 06/15/2021	Transaction Types: All Transactions	Includes transaction detail	Includes total by day within the selected date range
	hecking - 042102694 - *0131				elected date range

# Campbell Count Gov trustee - Checking - 042102694 - \*0131 .

Post Date	Reference	Additional Reference	Description	Debit	Debit Credit	Calculated Ending Balance
06/14/2021	TDP TREAS 310		PREAUTHORIZED ACH CREDIT TDP TREAS 310 MISC PAY RMR*IV*TDO21SLFRP3468A*AI*386 9420.50*3869 420.50*0.00\		\$3,869,420.50	
6/14/2021	Total Calculat	06/14/2021 Total Calculated Credits (1 item)			\$3,869,420.50	
06/15/2021 Totals	Totals			\$0.00	\$0.00 \$3,869,420.50	

Showing 1 - 1 of 1



# U.S. DEPARTMENT OF THE TREASURY



Coronavirus State and Local Fiscal Recovery Funds

# The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

**Funding Objectives** 

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs
- Support immediate economic stabilization for households and businesses
- Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic



Support Public Health Response Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Replace Public Sector Revenue Loss Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Water and Sewer Infrastructure Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure

#### **Eligible Jurisdictions & Allocations**

**Direct Recipients** 

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

Indirect Recipients

• Non-entitlement units (\$19.5 billion)



#### Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Premium Pay for Essential Workers Offer additional support to those who have and will bear the greatest health risks because of their

service in critical infrastructure sectors



#### **Broadband Infrastructure**

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



For More Information: For Media Inquiries: For General Inquiries:

n: Please visit www.treasury.gov/SLFRP Please contact the U.S. Treasury Press Office at (202) 622-2960 Please email SLFRP@treasury.gov for additional information

# **Example Uses of Funds**

#### Support Public Health Response

- Services to contain and mitigate the spread of COVID-19, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- Behavioral healthcare services, including mental health or substance misuse treatment, crisis intervention, and related services
- Payroll and covered benefits for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

#### **Replace Public Sector Revenue Loss**

RA.

- Ensure continuity of vital government services by filling budget shortfalls
- Revenue loss is calculated relative to the expected trend, beginning with the last full fiscal year prepandemic and adjusted annually for growth
- Recipients may re-calculate revenue loss at multiple points during the program, supporting those entities that experience revenue loss with a lag

### තී Water & Sewer Infrastructure

Includes improvements to infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems

 Eligible uses aligned to Environmental Protection Agency project categories for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

#### 2 Equity-Focused Services

- Additional flexibility for the hardest-hit communities and families to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- Broadly applicable to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

#### Address Negative Economic Impacts

- Deliver assistance to workers and families, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- Support small businesses with loans, grants, in-kind assistance, and counseling programs
- Speed the recovery of impacted industries, including the tourism, travel, and hospitality sectors
- Rebuild public sector capacity by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

#### Premium Pay for Essential Workers

- Provide premium pay to essential workers, both directly and through grants to third-party employers
- Prioritize low- and moderate-income workers, who face the greatest mismatch between employmentrelated health risks and compensation
- Key sectors include healthcare, grocery and food services, education, childcare, sanitation, and transit
- Must be fully additive to a worker's wages

#### Broadband Infrastructure

- Focus on households and businesses without access to broadband and those with connections that do not provide minimally acceptable speeds
- Fund projects that deliver reliable service with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- Complement broadband investments made through the Capital Projects Fund

#### ) Ineligible Uses

- Changes that reduce net tax revenue must not be offset with American Rescue Plan funds
- Extraordinary payments into a pension fund are a prohibited use of this funding
- Other restrictions apply to eligible uses

The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply. The U.S. Department of the Treasury provides this document, the State and Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.



# Campbell County Board Of Commissioners

Office:423-562-9961

Fax: 423-563-5426

AmandaG@campbellcountygov.com

DATE: 6/30/2021

#### **Recreation Committee**

On Site at Lonas Young- White Bridge Park

Members present: Dewayne Baird, Johnny Bruce, Lisa Lester, Robert Higginbotham, and Tyler King Member absent: none

Others present: Volunteer Park Director Jay Muncy, Commissioner Scotty Kitts, Commission Secretary Amanda Grodeman, and LaFollette Press reporter Eva Herinkova.

Chairman Baird called the meeting to order with all members present.

First order of business was to examine the soccer field. With the current layout, this field is not considered regulations size. Requirements for a regulation sized field are: 50X100 yards with a 10 yard sideline wrapping around the entire field. The committee discussed the previous plans and the cost involved with the fill and rotation of the field. However, committee members proposed two different ideas: 1. to cut into the bank at the back of the field and move the fence. And 2. Use geo blocks to build up a portion of the embankment to the left of the field and fill to create the additional yardage needed around the field. These ideas would be much more cost effective and have a quicker finish time.

Other ideas were to cut into the far bank and push the bleachers back into them to remove the fall hazard. Bleachers also need to be placed on a concrete pad to protect their longevity and to be more easily mowed around. Committee members requested that Muncy have another sign placed on the water spout near the soccer field. Spout is non-working.

Next, the condition of the benches located throughout the park. The committee asked that those be cleaned and continued to be maintained.

Third, the drains that are just below the soccer field, between the field and the exercise equipment, must have grates placed over the openings as it poses too much of a hazard for small children and pets to remain open.

The committee requested that Muncy check on the warranty period on the outdoor exercise equipment as most of the machines are rusted. Muncy also stated that he would like to have a rubber mulch placed in that area to help with the standing water conditions around the concrete pads for the equipment.

From there, the committee took a short break to hydrate and deliberate further on ideas for the soccer field.

Next, the conditions of the docks sitting by the storage shed had most of the members quite upset. These floats have been sitting, uncovered and deteriorating for 3+ years. Muncy stated that he has recently purchased to cranks for the floats but has been waiting to put in the water on the campsite completion. Fortunately, the wood on the floats, looks bad, is still solid. The committee requested that these be unstacked, pressure washed, stained, sealed, and covered while awaiting being placed in the water. Muncy stated that funds for this, lawn equipment, and other things are not within his budget and often he has to pull from other areas to accomplish the needs of the park.

Block bumpers around the parking lot need to be straightened.

The playground equipment needs updated to accommodate older children and more swings to be added. At the request of a citizen, a baby swing in much needed.

The water grates behind the playground need an end cap to prevent the grates from shifting.

570 Main Street Suite 110 P.O.Box 835 Jacksboro, TN 37757 Tennis courts need weed killer sprayed in the cracks where growth is present. The cracks need to be filled, re coated and sealed.

Baseball field dugouts need pressure washed, cracks filled, painted and sealed. A gutter needs to be added to the back of the dugouts to prevent water damage. Grass needs to be removed from the infield.

Press box was locked and the committee was unable to look inside at this time.

Laslty, LaFollette High School will be hosting a reunion and would like to allow vendors. The committee will determine a vendor fee for special events at the next Recreation Committee meeting.

The committee agreed that until substantial progress has been made at LYWB Park, they would meet monthly with the next meeting set for July 29, 2021 at 5:00pm.

Chairman Baird instructed Muncy that the committee would like to see the following at the next meeting: benches cleaned, update on warranty for exercise equipment, grates to be placed on the drain pipes, the docks be unstacked, washed, stained, and sealed. Muncy stated that he would need funding for the drain covers.

# Motion by Bruce, with a unanimous second that by the end of July the following are to be completed: all park benches are to be cleaned, update on warranty for exercise equipment, grates to be placed on the drain pipes, the docks be unstacked, washed, stained, and sealed. All in favor, motion passed.

Chairman Baird gave an update on the RV Park with hopes of being underway by August.

With no other business at this time, Motion to adjourn by Bruce, all in favor.

Meeting adjourned.

# Approve Budget Amendments and Other Funding Resolutions

# Approval for Payment Of the Monthly Travel Credit Card Usage

#### CAMPBELL CO GOV MAYOR OFF JOHNNY BRUCE-COMM Account Number: #### #### #### 0097 Page 1 of 4



#### Account Summary

Previous Balance\$1,360.Purchases+O.I.Cash+O.I.Special+\$0.1.Balance Transfers+\$0.2.Credits-\$0.3.Payments-\$0.4.Other Charges+	21	07/01/21		Billing Cycle
Purchases+0.0Cash+0.0Special+\$0.0Balance Transfers+\$0.0Credits-\$0.0Payments-\$0.0Other Charges+\$0.0	30	30		Days In Billing Cycle
Cash+0.1Special+\$0.1Balance Transfers+\$0.1Credits-\$0.1Payments-\$0.2Other Charges+\$0.2	00	\$1,360.00		Previous Balance
Special+\$0.Balance Transfers+\$0.Credits-\$0.Payments-\$0.Other Charges+\$0.	00	0.00	+	Purchases
Balance Transfers+\$0.1Credits-\$0.1Payments-\$0.1Other Charges+\$0.1	00	0.00	+	Cash
Credits-\$0.Payments-\$0.Other Charges+\$0.	00	\$0.00	+	Special
Payments - \$0. Other Charges + \$0.	00	\$0.00	+	Balance Transfers
Other Charges + \$0.	00	\$0.00	•	Credits
outor offergeo	)0	\$0.00		Payments
Finance Charges + 14.	00	\$0.00	+	Other Charges
	2	14.72	+	Finance Charges
NEW BALANCE \$1,374.	72	\$1,374.72		NEW BALANCE

#### **Credit Summary**

Total Credit Line	\$7,500.00
Available Credit Line	\$6,125.00
Available Cash	\$6,125.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$41.00
Disputed Amount	\$0.00

#### **Account Inquiries**



Visit us on the web at: www.MyCardStatement.com

Please send Billing Inquiries and Correspondence to:  $\mathbb{X}$ PO BOX 30495 TAMPA , FL 33630-3495

#### Payment Summary

NEW BALANCE	\$1,374.72
MINIMUM PAYMENT	\$83.00
PAYMENT DUE DATE	07/26/2021

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

#### Important Information About Your Account

PLEASE NOTE MINIMUM PAYMENT DUE. WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS MAY BE REFLECTED IN YOUR CREDIT REPORT.

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.MYCARDSTATEMENT.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT SERVICE, NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE, AND EASY WITH MYCARDSTATEMENT.COM. ENROLL TODAY!

#### Additional Information About Your Account

401 - 2167			
		i	Check box to indicate name/address change on back of this coupon AMOUNT OF PAYMENT ENCLOS
ew Balance		Payment Due Date	
\$1,374.72	\$83.00	07/26/2021	\$
	OFF	MAKE	E CHECK PAYABLE TO:
	005	եկվիվ	ԱյլԱկիիս Արուքննիկ Այնդելին լինչին ին
N 37757-0835		VISA	
		PO	BOX 4512 ROL STREAM IL 60197-4512
	51,374.72 GOV MAYOR CE-COMM	\$1,374.72 \$83.00	ew Balance     Payment Due     Payment Due       \$1,374.72     \$83.00     07/26/2021       GOV MAYOR OFF     Making       CE-COMM     Initial       IN 37757-0835     VIS.       PO     PO

1.2 4802 3500 LOLL 0097 00008300 00137472 L

#### CAMPBELL CO GOV MAYOR OFF JOHNNY BRUCE-COMM

FIRST VOLUNTEER BANK



Account Number: ##### ##### 0097 Closing Date: 07/01/21 Credit Limit: \$7,500.00 Available Credit: \$6,125.00

Page 3 of 4

Plan Description	ICM <sup>1</sup>	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR) <sup>2</sup>	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	\$ 1,360.00	1.0825%	12.99%	\$ 14.72	
CASH	F	\$ 0.00	1.2492%	14.99%	\$ 0.00	
FEES/INTEREST CHARGE		a constant			\$ 0.00	
TOTAL				12.99%	\$ 14.72	\$ 1,374.72

Commission Credit Card

Explanation:

The balance of \$1360.00 due was approved for payment in June 2021. I failed to submit the approved paperwork to the county finance department by the due date.

Nancy will provide receipt of the payment made within the week.

For approval in July 2021, a balance of \$14.72 will need to be paid.

Grademon

FIRST VOLUNTEER BANK			L CO GOV MAYO E L MORTON nber: <b>#### ####</b> Page 1 of 4		VISA
Account Summary			Accour	nt Inquiries	
Billing Cycle Days In Billing Cycle		07/01/21 30		ustomer Service: (800) Report Lost or Stolen Ca	
Previous Balance		\$140.94			
Purchases	+	1,261.36		isit us on the web at:	
Cash	+	0.00	Ŭ w	ww.MyCardStatement.co	m
Special	+	\$0.00		Please send Billing Inquiries	a and Correspondence to:
Balance Transfers	+	\$0.00		OBOX 30495 TAMPA , F	L 33630-3495
Credits		\$0.00			
Payments		\$140.94	Payme	nt Summary	
Other Charges	+	\$0.00	-		1
Finance Charges	+	0.00	NEW BA	LANCE	\$1,261.36
NEW BALANCE		\$1,261.36	MINIMU	M PAYMENT	\$38.00
Credit Summary			ΡΑΥΜΕΙ	NT DUE DATE	07/26/2021
Total Credit Line		\$7,500.00			
Available Credit Line		\$6,238.00		ace period to avoid a finance o	
Available Cash		\$6,238.00		balance by payment due date	e
Amount Over Credit Line		\$0.00	cash advar	nces until paid and will be bille	d on your next statement.
Amount Past Due		\$0.00			
Disputed Amount		\$0.00			
Important Information MANAGE YOUR CARD ACC ENROLL IN OUR ONLINE SE NOTIFICATIONS, DOWNLOA MYCARDSTATEMENT.COM	OUNT ONLIN RVICE. YOU D FILES, AN	NE. IT'S FREE! IT'S EA U CAN REVIEW ACCO ID MUCH MORE. MAN	<b>JNT INFORMATION,</b>	TRACK SPENDING, SE	T ALERT SERVICE,
Cardholder Account	Summarv				
Trans Date Post Date MCC		Reference Number	D	escription	Amount
06/15/21 06/16/21 93		2161167100701268716	L2G*TN ECON CON 615-741-1888 TN		\$275.00
06/15/21 06/16/21 93	99 24692	2161167100701268724		MM DEV 615-	\$275.00
06/18/21 06/20/21 76	99 24692	2161170100456607188	SQ *RESCUE PRO	FESSIONALS	\$711.36

1

06/25/21

06/28/21

6010

1

1179001339000140

PLEAST DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT FIRST VOLUNTEER BANK Account Number PO BOX 11167 #### #### #### 1864 CHATTANOOGA TN 37401 - 2167 Check box to indicate name/address change on back of this coupon AMOUNT OF PAYMENT ENCLOSED **Total Minimum Closing Date New Balance Payment Due Date Payment Due** 5 07/01/21 \$1,261.36 \$38.00 07/26/2021 CAMPBELL CO GOV MAYOR OFF MAKE CHECK PAYABLE TO: **E L MORTON** P O BOX 435 նվվիչնիլննել||լորմիչուննկնիներել|եւլենլին JACKSBORO TN 37757-0435 VISA PO BOX 4512 CAROL STREAM IL 60197-4512

La Follette TN

**PAYMENT - THANK YOU** 

\$140.94 -

75 A905 3200 7070 7964 00003900 00759739 3

#### CAMPBELL CO GOV MAYOR OFF E L MORTON



FIRST VOLUNTEER BANK

#### Account Number: #### #### 1864 Closing Date: 07/01/21 Credit Limit: \$7,500.00 Available Credit: \$6,238.00

Page 3 of 4

#### **Additional Information About Your Account**

5662

Plan Description	ICM <sup>1</sup>	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR) <sup>2</sup>	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	\$ 0.00	1.0825%	12.99%	\$ 0.00	
CASH	F	\$ 0.00	1.2492%	14.99%	\$ 0.00	
FEES/INTEREST CHARGE					\$ 0.00	
TOTAL				0.00%	\$ 0.00	\$ 1,261,36

(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

TNECD GOVCON 2821

# 2021 TNECD Governor's Conference Tickets

#### **Payment Preview**

Name :	E.L. Morton
Address :	11
Phone Number	4235622526
Email Address	countymayor@campbellcountygov.com
Organization :	Campbell County Government

Conference Fee	Тах	Amount
275	0	\$275.00
	Payme	ent Amount: \$275.00

*Address P.O. Box 435	ard Informati		Billing Info	
*Address P.O. Box 435   *City Jacksboro   *State TN   *Zip 37757   *Phone (423) 562-2526	Card Number	*1864	*Name	E.L. Morton
*City Jacksboro   *State TN   *Zip 37757   *Phone (423) 562-2526	Expiration Date	2/23	Country	US
*City Jacksboro *State TN *Zip 37757 *Phone (423) 562-2526	Payment Type	VICA	*Address	P.O. Box 435
*Zip 37757 *Phone (423) 562-2526	T ayment Type	VIJA	*City	Jacksboro
*Phone (423) 562-2526			*State	TN
			*Zip	37757
Email countymayor@campbellcountygov.com			*Phone	(423) 562-2526
			Email	countymayor@campbellcountygov.com

Tennessee Department of Economic and Community Development - ECD ECD.Communications.Office@tn.gov

615-741-1888

(Clicked process on both) Aug. 5th

TNECD GOVCON 2821

### 2021 TNECD Governor's Conference Tickets

#### **Payment Preview**

Name :	John Vanover
Address :	
Phone Number	4235622526
Email Address	countymayor@campbellcountygov.com
Organization :	Campbell County Government

Conference Fee	Tax		Amount
275	0		\$275.00
		Payment Amount:	\$275.00

Card Information	on	Billing Infor	mation
Card Number	*1864	*Name	John Vanover
Expiration Date	2/23	Country	US
Payment Type		*Address	P.O. Box 435
Fayment type	VISA	*City	Jacksboro
		*State	TN
		*Zip	37757
		*Phone	(423) 562-2526
		Email	johnv@CAMPBELLCOUNTYGOV.COM
		Go Ba	ack/Edit Cancel Process Payment

Tennessee Department of Economic and Community Development – ECD ECD.Communications.Office@tn.gov 615-741-1888

#### **CAMPBELL COUNTY FINANCE DEPARTMENT**

P.O. BOX 843 JACKSBORO, TENNESSEE 37757 PHONE (423) 562-6201 FAX (423) 562-6535

Print	Date
06/23/	2021

# PURCHASE ORDER

P.O. NUMBER	101-10120843
ORDER DATE	06/23/2021
VENDOR NUMBER	V-010177
REQUISITION NUMBER	1

VISA PO BOX 4512 CAROL STREAM, IL 60197-4512

> ASAP **DELIVERY DATE**

> > SPECIAL INSTRUCTIONS

TERMS

#### **DELIVER ITEMS TO:**

COUNTY MAYOR'S OFFICE 590 MAIN STREET PO BOX 435 JACKSBORD, TN 37757

ORDER ORDER/CONFIRMATION

CONFIRMATION DATE

PLACED BY

CONFIRMING TO

ATTN:

#### COUNTY MAYOR

TO:

ITEM NUMBER	FUND ACCOUNT NUMBER	QUANTITY	ITEM DESCR	IPTION	AMOUNT
1	101-51300-353		EMERGENCY TOW	SERVICE	711.36
	O VENDOR: copies of your invoice promptly to Attention of:	1		GRAND TOTAL	711.36

in the event that deliveries are not made at the time specified in the bid and on this order

Whenever a delivery is rejected, the Vendor shall be notified and be given the reason for the rejection. All rejected deliveries shall be held at the Vendor's risk and he shall bear the expense

CAMPBELL COUNTY FINANCE DEPARTMENT P. O. BOX 843 JACKSBORO, TENNESSEE 37757

of removal.

\_\_\_\_

#### SUBJECT TO THE FOLLOWING CONDITIONS

All packages, cartons or other containers must be plainly marked with the purchase order number. The right is reserved to purchase in the open market and to charge the difference to the Vendor authorized by special form issued by the Purchasing Agent. authorized by special form issued by the Purchasing Agent.

5. Acceptance of this order includes acceptance of all terms, prices, delivery, instructions, specifications and conditions stated.

6. The County/City/Town is not liable for Federal Tax or State Tax. 7. Each Shipment and/or each purchase order should be covered by separate invoices.

#### IMPORTANT: INVOICES AND PACKAGES MUST BEAR PURCHASE ORDER NUMBER

There is an otherwise unencumbered balance to the credit of the proper appropriation, allotment or fund to meet the expenditure
covered by this purchase.
John FINANCE DIRECTOR

# **Reports from County Officials, All Departments (Including Board of Education)**

#### CAMPBELL COUNTY, TENNESSEE CLERK MASTER CHANCERY COURT REVENUE TRANSMITAL FOR THE MONTH OF

Clerk's Account	Court Revenue Acc#	June 2021		Check
		Description	Amount	Number
24160		Delinquent Taxes	61102.70	6157
24160		Interest & Penalties	20511.77	
24140	Teres Engation Taxes Seneral		440.61	
24140 PRIV	40266	Special Litigation Tax	1958.25	
24360	42520	Officer's Cost Delinquent Taxes And Court Officer's Cost	2075.75	
24360 SDATA	42520	Officer's Cost/SDATA	545.30	
29900	45550	Clerk Fee/Commission Account	24654.80	
29900 CDATA	42530	Clerk Fee/Commission Account	1168.00	
24140 CRTRM		Court House Security Fee	0.00	
		Total	\$112,457.18	

DT Taxes		Base Only
County General		24624.39
Solid Waste/Sani	tation	4405.50
Ambulance Servi	ce	3427.86
Industrial/Econor	nic Dev.	751.56
Highway/Public V	Vorks	1527.57
General Purpose	School	19021.27
General Debt Service General Capital Projects		4961.54
		2383.01
	Total	\$61,102.70

DT Taxes	Interest & Penalties
County General	8266.24
Solid Waste/Sanitation	1478.90
Ambulance Service	1150.71
Industrial/Economic Dev.	252.29
Highway/Public Works	512.79
General Purpose School	6385.31
General Debt Service	1665.56
General Capital Projects	799.97
	\$20,511.77
Alin Tolle	6/30/2021

Dennis Potter Clerk & Master

Date

# **Campbell County, Tennessee**

# **Revenue Transmittal Report**

# June 2021

Clerk Account No.	County Revenue Account No.	Revenue			
24170	40220	Hotel/Motel Tax	30,602.51	16459	
24130	40240	Wheel Tax	145,377.55	16459	
24110	40270	County Business Tax		16459	
24200	40290	County Special Privilege Tax	426.08	16459	
24120	40330	Beer Tax	18,388.07	16459	
24210	41110	Marriage License	370.50	16459	
24220	41510	Beer Permits		16459	
24250	41520	Building Permits	133.00	16459	
24492		Helping Schools	1.00		
		Total County Tax:	195,298.71	16459	
29900	45510	Excess Fees	60,628.97	16460	
29951 29952 29953	46835 RG510	Vehicle Certificate of Title Fees	1669.05	16460	
29955		EIVS to County	150.00	16460	
		Total Excess Fees:	62,448.02	16460	
		Total to Trustee:	257,746.73	16459/60	

Uene Baird

Signature

<u>County Clerk</u> Title <u>June 30<sup>th</sup>, 2021</u> Date

# **Building Permits**

June 2021

#### Alene Baird Campbell County Clerk PO Box 450 Jacksboro, TN 37757

Receipt No.	Date	Name	Structure					
14392	06-04-2021	Donna Arsenault 7790 Professional Place Tampa, FL 33637	New Cabins (2) 373 Norris Lake Haven Ln 185 Stephens Ln LaFollette, TN 37766					
14395 06-04-2021		Donna Arsenault 7790 Professional Place Tampa, FL 33637	RV Park 185 Stevens Ln LaFollette, TN 37766					
14396	06-07-2021	Teresa Owens 843 Cross Valley Rd LaFollette, TN 37766	New Shed Same Address					
14397	06-08-2021	Katie Caummisar Blue Wave Deployment 13804 Lake Point Circle Unit 101 Louisville, KY 40223	AT&T Cell Tower 676 Lick Creek Ln LaFollette, TN 37766					
14398	06-08-2021	Kevin and Bridgitte Mills 10101 Archer Ln Dublin, OH 43017	New Home 530 Little Fawn LaFollette, TN 37766					
14187	06-11-2021	Fernando Cepero 3814 SW 6 <sup>th</sup> Place Cape Coral, FL 33914	New Home 305 Harbor Lane LaFollette, TN 37766					
14188	06-14-2021	Trevor and Tamra Profitt 1247 Main St Jacksboro, TN 37757	Garage Same Address					

14190	06-15-2021	Cox Construction 240 W Central Ave Ste 6 LaFollette, TN 37766	New Home 1041 Whitman Hollow Rd LaFollette, TN 37766
14400	06-17-2021	Buddy Wilson 280 Enix Ln Caryville, TN 37714	Installing Security Cameras Same Address
14401	06-18-2021	Randy Walker 163 Springfield Ln Jacksboro, TN 37757	New Mobile Home 160 Hatmaker Ridge Rd Jacksboro, TN 37757
14402	06-22-2021	Joyce Richter 421 Doc Hollow Ln LaFollette, TN 37766	New Home Same Address
14403	06-24-2021	DL Daniel Properties, LLC P.O. Box 372 Maysville, GA 30558	New Building 1086 Luther Seiber Blvd Pioneer, TN 37847
13542	06-28-2021	Patrick Taylor 212 Taylor Ln Pioneer, TN 37847	Metal Panel Home Same Address
14404	06-28-2021	Ronald L. McAmis 1647 Campbell Highlands Dr Pioneer, TN 37847	Garage (Detached) Same Address

ī

#### CAMPBELL COUNTY, TENNESSEE GENERAL SESSIONS COURT

#### **REVENUE TRANSMITTAL FOR THE MONTH OF JUNE 2021**

CLERK'S ACCT. NO.	COUNTY REVENUE ACCT. NO.	DESCRIPTION		
24140	40250	LITIGATION TAX GENERAL	\$	2,977.94
24150	40260	LITIGATION TAX SPEC. PURPOSE	\$	193.49
24190	40290	OTHER LOCAL OPTION TAXES	\$	17.25
24310	42310	FINES	\$	522.50
24360	42320	OFFICER'S COSTS	\$	2,251.50
24340	42330	GAME AND FISH FINES	\$	56.25
24330	42340	DRUG CONTROL FINES	\$	1,018.03
24370	42350	JAIL FEES	\$	12,278.69
24380	42360	DIST. ATTY. GEN. FEES		
24350	42370	JUDICIAL COMM. FEES		
24410	45520	CLERK FEES	\$	20,934.92
24490	43990	G.S. DRUG TESTING FEE		
	45140	EXCESS FEES		
	45540	FEES IN LIEU OF SALARY		
24140	40250	GEN. SESSIONS JUDGE-	\$	9,844.87
24150.001	40260	SHERIFF PATROL CARS	\$	1,467.75
24150.002	42311	LITTER FINES	\$	
24150.003	42620	LITTER ARREST		
24310.001	42380	DUI TREATMENT FEES	\$	246.05
24490.000	42990	FINES FOR FORFEITURES		
29900.001	42390	DATA ENTRY CLERK	\$	1,066.00
24360.001	43394	SHERIFF DATA FEE	\$	136.80
24331.000	42341	DRUG COURT TREATMENT FEES	\$	
24190.001	40266	JAIL RENOVATION FEES	\$	1,575.29
24140.001	40250	GEN. SESSIONS JUDGE-ADD'L SALARIES	\$	
	42391	COURT ROOM SECURITY	\$	
24490.000	42990-16200	OTHER COLLECTIONS	\$	3,000.00
24490.000	42990-35185	UNCLAIMED FUNDS	\$	510.00
24490.000	45520	DWI COUNTY EXPENSE FEE	\$ \$	16.15
Total			\$	58,113.48

Court Clerk Title

78-21

Signature

#### CAMPBELL COUNTY, TENNESSEE CLERK OF CIRCUIT COURT

#### **REVENUE TRANSMITTAL FOR THE MONTH OF JUNE 2021**

COUNTY CLERK'S REVENUE ACCT. NO. ACCT. NO.		DESCRIPTION	AMOUNT			
24160	40130	DELINQUENT TAXES				
24140	40250	LITIGATION TAX GENERAL	\$	234.76		
24150	40260	LITIGATION TAX SPEC. PURPOSE	\$	11.19		
24190	40290	OTHER LOCAL OPTION TAX	\$	17.25		
24310	42110	FINES	\$	1. A.		
	42210	FINES/JUROR REIMBURSEMENT	\$	20.00		
24360	42120	OFFICER'S COSTS	\$	274.07		
24340	42130	GAME AND FISH FINES	\$	-		
24330	42140	DRUG CONTROL FINES	\$	498.75		
24370	42150	JAIL FEES	\$	1,764.15		
24380	42160	DIST. ATTY. GEN. FEES	\$			
24350	42170	JUDICIAL COMM FEES	\$	÷.		
24410	45520	CLERK FEES	\$	5,009.26		
	45120	EXCESS FEES	\$	-		
	45520	FEES IN LIEU OF SALARY	\$	1.1.1		
24150.001	40260	SHERIFF'S PATROL CARS	\$	145.47		
24310.001	42280	DUI TREATMENT FINES	\$	95.00		
24490.000	42990	FINES FOR FORFEITURES	\$	-		
29900.000	42190	CLERK DATA ENTRY	\$	96.00		
29900.000	42290	CLERK DATA ENTRY	\$			
24360.001	43394	SHERIFF DATA ENTRY	\$	15.20		
24331.000	42141	DRUG COURT TREATMENT				
24190.001	40266	JAIL RENOVATION FEES	\$	1,124.59		
		COURTROOM SECURITY	\$			
24490.000	42990-16200	OTHER COLLECTIONS		\$0.0		
24490.000	42990-35185	UNCLAIMED FUNDS	\$	992.87		

Total

\$10,298.56

Signature

Circuit Court Clerk Title

8.21

#### CAMPBELL COUNTY, TENNESSEE JUVENILE COURT

#### **REVENUE TRANSMITTAL FOR THE MONTH OF JUNE 2021**

CLERK'S ACCT. NO.	COUNTY REVENUE ACCT. NO.	DESCRIPTION	AMOUNT
24310	42410	FINES	\$0.00
24360	42420	OFFICER'S COST	\$95.00
24370	42450	JAIL FEES	\$0.00
24410	45520	CLERKS FEE	\$1,101.33
29900.001	42390	CLERKS DATA ENTRY FEE	\$48.00
24360.001	43394	SHERIFF DATA ENTRY	\$7.60
243331	42441	DRUG COURT TREATMENT FEES	\$0.00
24190.001	40266	JAIL RENOVATION FEES	\$512.87
24140.001	40250	GEN, SESSIONS JUDGE-ADD'L SALARIES	\$0.00
24490	43990	G.S. DRUG TESTING FEE	\$0.00
24140	40250	JUDGE'S SALARY	\$0.00
24490	42990-35185	UNCLAIMED FUNDS	\$0.00

Total

\$1,764.80

A	S. FL	Court Clerk	78.21	
Signature	0	Title	Date	

#### Campbell County EMS Billing Monthly Collection and Billing Report For the Period Ending June 30, 2021

	Month-to-Date Activity							Year-to-Date Activity						
		MS CLTDS onth-to Date Activity		EMS MC fonth-to Date Activity		Total onth-to-Date Activity		MS CLTDS ear-to Date Activity		EMS MC Year-to Date Activity		Total Year-to-Date <u>Actvity</u>		
Beginning Accounts Receivable Balance	s	482,654.40	s	1,126,594.68	\$	1,609,249.08	s	694,387.37	\$	h <del>à</del>	s	694,387.37		
Contractual Adjustments & Write-offs														
Medicare Medicaid/Tenncare Insurance	\$ \$ \$	1,616.51	\$ \$ \$	119,806.86 34,270.45 3,990.77	\$ \$ \$	121,423.37 34,270.45 3,990.77	\$ \$	20,480.47 37,514.94 7,768.20	\$ \$ \$	923,383.22 220,672.51 26,289.07	\$ \$ \$	943,863.69 258,187.45 34,057.27		
Total Contractual Adjustments	\$	1,616.51	\$	158,068.08	\$	159,684.59	\$	65,763.61	\$	1,170,344.80	\$	1,236,108.41		
Write-offs	5	469,799.66	\$	50,539.64	\$	520,339.30	\$	506,449.07	\$	368,152.89	\$	874,601.96		
Total Gross Adjustments and Write-offs	\$	471,416.17	\$	208,607.72	_	680,023.89	\$	572,212.68	\$	1,538,497.69	\$	2,110,710.37		
Revised Write-offs, Discounts & Adjustments	\$	(53.64)	\$	(120.41)	\$	(174.05)	\$	(10,852.32)	\$	370.86	\$	(10,481.46)		
Net Contractual Adjustments & Write-offs	s	471,362.53	s	208,487.31	s	679,849.84	s	561,360.36	s	1,538,868.55	s	2,100,228.91		
Adjusted Accounts Receivable Balance	s	11,291.87	s	918,107.37	s	929,399.24	\$	133,027.01	s	(1,538,868.55)	s	(1,405,841.54)		
Charges										<i>c (</i> 22		c (24		
Invoices Billed		0		544		544		1		6,623		6,624		
Gross Charges Revised Charges	\$		S	438,357.67	\$	438,357.67	\$	1,174.00 (11,250.00)		4,520,266.04 854.20	\$	4,521,440.04 (10,395.80)		
Net Charges	S	•	s	438,357.67	s	438,357.67	s	(10,076.00)	s	4,521,120.24	\$	4,511,044.24		
Collections & Refunds														
Collections per Trustee's Report Refunds - Collections Org in Cur Yr - Debit to Rev	\$ \$	4,692.41	\$	223,717.42 (2,241.16)		<b>228,409.83</b> (2,241.16)	\$ \$	113,688.43	S	1,901,939.82 (9,166.46)	\$	<b>2,015,628.25</b> (9,166.46)		
Collections less Current Year Refunds	\$	4,692.41	s	221,476.26	s	226,168.67	s	113,688.43	s	1,892,773.36	\$	2,006,461.79		
Refunds - Collections Org in Prior Yr - Debit Exp	\$		\$	1.1	\$		\$	(6,377.63)	\$		\$	(6,377.63)		
Trustee Collections Not Posted to Billing Books	\$	10.00	\$	(21,647.46)	\$	(21,647.46)	\$	(362.96)	\$	(70,818.84)		(71,181.80)		
Billing Collections Not on Trustee Report	\$	6,449.46			\$	6,449.46	\$	13,822.68		1,902.75		15,725.43		
Refunds per General Ledger Not on Billing Books	\$		\$	2,241.16	\$	2,241.16	\$	2,030.39		7,750.65		9,781.04		
Refunds per Billing Books Not on General Ledger	\$	(100.00)	\$	(1,404.21)	S	(1,504.21)	\$ \$	(100.00) 0.10	5	(5,155.52)	5	(5,255.52)		
Other Collections Adjustments Total Collection Adjustments-W/O CY Refunds	\$	6,349.46	\$	(20,810.51)	\$	(14,461.05)	\$	9,012.58	_	(66,320.96)	-	(57,308.38)		
Net Collections per Billing Books	s	11,041.87	s	200,665.75	s	211,707.62	\$	122,701.01	s	1,826,452.40	\$	1,949,153.41		
Ending Accounts Receivable Balance	s	250.00	s	1,155,799.29	s	1,156,049.29	s	250.00	s	1,155,799.29	\$	1,156,049.29		
Collection Rate for Period Cash per Transport		N/A N/A		45.78% \$368.87		48.30% \$389.17		N/A N/A		40.40% \$275.77		43.21% \$294.26		
CAMPBELL COUNTY 2021 ASSESSMENT SUMMARY

600         \$55,291,250           675         \$55,291,250           .175         \$55,291,200           .575         \$55,191,200           .650         \$55,191,200           .650         \$55,191,200           .650         \$55,191,200           .650         \$55,191,200           .650         \$55,191,200           .655         \$55,191,200           .625         \$55,191,200           .625         \$55,191,200           .625         \$55,191,200           .625         \$55,191,200           .625         \$55,191,200           .625         \$55,191,200           .625         \$55,181,350           .625         \$55,385,300           .400         \$55,285,385,300           .400         \$55,285,385,300           .400         \$55,285,385,300           .400         \$55,285,385,300           .400         \$55,285,385,300	\$55,291,250         \$1,899,080           \$566,668,175         \$55,399,75         \$1,899,080           \$567,073,575         \$55,359,975         \$1,891,240           \$567,073,575         \$55,389,160         \$1,891,760           \$567,073,575         \$55,191,200         \$1,891,760           \$567,512,850         \$55,191,200         \$1,891,760           \$567,512,850         \$55,191,200         \$1,891,760           \$569,027,625         \$55,191,200         \$1,898,160           \$559,021,525         \$55,400,150         \$1,898,160           \$570,702,575         \$55,418,350         \$1,898,160           \$570,702,575         \$55,418,350         \$1,898,160           \$571,058,400         \$55,285,300         \$1,898,160           \$571,058,400         \$55,285,300         \$1,898,160           \$571,058,400         \$55,285,300         \$1,898,160           \$571,058,400         \$55,285,300         \$1,898,160           \$571,058,400         \$55,285,300         \$1,898,160           \$571,058,400         \$55,285,300         \$1,898,160           \$571,058,400         \$55,285,300         \$1,898,160           \$571,058,400         \$55,285,300         \$1,898,160      \$571,051,500         \$55,285,300	\$1,899,080 \$43,915,950	\$1,899,080 \$44,148,720	\$1,891,240 \$43,478,130	\$1,891,760 \$44,049,169	\$1,891,760 \$43,722,035	\$1,898,160 \$43,373,856	\$1,898,160 \$44,676,839	\$1,898,160 \$40,623,759	\$1,898,160 \$41,322,387	\$1,898,160 \$41,248,701		*The current value for Public Utility as shown was certified December 7, 2020. This value also includes one locally assessed nonnerty of 5121 275*	ratio applied by the State of Tennessee 05/21/2021*
	\$565,655 \$566,666 \$566,666 \$567,512 \$567,512 \$569,581 \$570,702 \$570,702 \$570,702 \$571,056 \$571,056	\$	-02	-69	<del>69</del>		<del>63</del>	<del>63</del>	-69	43			alue for Public Utility as shown was certifie	rsonal Property value reflects assessment r



# MONTY BULLOCK

CAMPBELL COUNTY TRUSTEE

Post Office Box 72 / Jacksboro, TN 37757 Telephone: (423) 562-5185 Fax: (423) 562-5121

July 8, 2021

E. L. MORTON, COUNTY MAYOR ALL COUNTY COMMISSIONERS

THE TOTAL AMOUNT OF THE 2020 PROPERTY TAXES COLLECTED FOR THE MONTH OF JUNE WAS \$117,102.74. I TRANSFERRED \$25,118.47 FROM THE TRUSTEE EXCESS FEES TO THE COUNTY GENERAL FUND. ALSO ATTACHED IS THE TRUSTEE'S ANNUAL REPORT FOR THE FISCAL YEAR JUNE 30, 2020 THROUGH JULY 1,2021. LISTED BELOW IS THE BALANCE OF EACH ACCOUNT AS OF JUNE 30, 2021:

COUNTY GENERAL	\$ 7,589,838.70
DEBT SERVICE	\$ 3,258,073.19
SOLID WASTE	\$ 1,431,080.27
GENERAL CAPITAL PROJECTS	\$ 947,793.13

MONTY BULLOCK 1x1 on CAMPBELL COUNTY TRUS

		(A Minus Sign	Sign Denotes A Cred	A Credit Balance)	TZOZ HNOD		
Acct # Beg Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
101 COUNTY GENERAL 5,290,709.56-	0.00	18,384,775.26-	0.00	16,563,710.79	0.00	478.064.67-	1 000
	0.00	2,338,254.37-	0.00	2,019,782.54	0.00	32,485.85	431.080
142 142 INDUSTRIAL	48.00 TC DEVELODMENT	3,334,327.46-	0.00	2,843,397.26	0.00	0	1,141,069.75
	00.00	415,476.18-	0.00	577,536.14	0.00	5,434.17	1,141,243.72-
	AR 0.00	155,158.00-	0.00	90,350.88	0.00	0.00	1,562,152.03-
8.81- IAL	REVENUE 0.00	16,625.20-	0.00	17,883.81	0.00	0.00	120,485.20-
	0.00	3,869,420.50-	0.00	0.00	0.00	0.00	3,869,420.50-
1,753,811.43- 141 GENERAL PURPOSE S	0.00 SCHOOLS	5,816,920.23-	00.00	5,348,032.80	0.00	39,899.40	2,182,799.46
	0.00	43,451,187.99-	0.00	43,600,516.36	0.00	240,179.23	6,699,636.94
810,076.60- 143 FOOD SERVICE	0.00	8,394,207.22-	0.00	7,342,918.00	0.00	0.00	1,861,365.82
1,011,383.17- 151 DEBT SERVICE	0.00	4,538,999.24-	0.00	4,050,499.16	0.00	0.00	1,499,883.25
1,952,822.36- 171 GENERAL CAPITAL PROJECTS	0.00 ROJECTS	6,541,709.63-	0.00	5,180,133.27	0.00	56,325.53	3,258,073.19
589,069.44- 189 OTHER CAPITAL PROJ FUND	J FUND 0.00	924,789.98-	0.00	549,656.06	0.00	16,410.23	947,793.13
4,118,810.73- 263 SCHOOL INSURANCE	0.00	428,325.98-	0.00	1,901,597.78	0.00	0.00	
6,477.18- 51 CITY SALES TAX	390,305.00	4,779,352.00-	0.00	4,389,047.00	0.00	0.00	
0.00 58 BANKRUPTCY	0.00	4,637,522.91-	0.00	4,591,147.69	0.00	46,375.22	0.00
21,811.32- 21100 ACCOUNTS PAYABLE	0.00	494.54-	0.00	110.04	0.00	0.00	22,195.82-
28310 UNDISTRIBUTED TAXES	0.00	29,526.40-	0.00	29,526.40	0.00	0.00	00.00
	0.00	136,682.82-	00.00	136,682.82	0.00	0.00	0.00
27,408,179.78-	390,353.00	108,193,755.91-	0.00	99,232,528.80	00.0	00.0	35 979 052 00

Campbell Co Trustee

TRAQ710 2021/06/30 14:56:54

N

17,746,330.04 3,588.04 7,799.60

Ending Balance

JUNE

3,000.00 18,218,336.19 --------------

35,979,053.89

111111

# Trustee's Y-T-D Cash Receipts, Disbursements And Balances - JUNE 2021 (A Minus Sign Denotes A Credit Balance)

Fiscal Year Beginning Balance	00.000 °C	1. ( ) 0 0 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	9,791,151.21		TS 0.00	
Summary Of Assets	11120 CASH ON HAND 11130 CASH IN BANK	11200 INVENTORIES	11300 INVESTMENTS	11410 ACCOUNTS REC - ACV'S	14310 UNDISTRIBUTED WARRANTS	E

This Report IS Submitted In Accordance With Requirements Of Section S-8-505, And/Or 67-5-1902, Tennessee Code Annotated, And To The Best Of My Knowledge And Belief Accurately Reflects Transactions Of This Office For The Year Ended JUNE 2021.

7-8-2021 (Date) Lellug (Title) Hange -Signature 4

JOHNNY BYRGE, Chairman 1005 Rose Hill Drive LaFollette, TN 37766

JEFFREY MILLER, Co-Chair 209 Glade Springs Road LaFollette, TN 37766

> LISA FIELOS 1049 Deerfield Way LaFollette, TN 37766

BRENT LESTER. 180 S Village Lane LaFollette, TN 37766

SHARON RIDENOUR 386 Middlesboro Road LaFollette, TN 37766

# CAMPBELL COUNTY

# Board of Education

172 Valley Street Jacksboro, Tennessee 37757 Phone: 423-562-8377, Fax: 423-566-7562

# Jennifer Fields Director of Schools

# AGENDA

FAYE HEATHERLY 148 Colonial Heights LaFollette, TN 37766

JOSH JAMES 140 Mountain View Rd Jacksboro, TN 37757

RONNIE LASLEY 1102 Bruce Gap Road Caryville, TN 37714

CRYSTAL CREEKMORE 112 Old Standard Hollow Road Newcomb, TN 37819

> STEVE MORGAN 118 Whistle Creek Road Newcomb, TN 37819

The Campbell County Board of Education will meet in regular session on Tuesday, July 13, 2021, 6:00 p.m., at the courthouse in Jacksboro, Tennessee.

Prayer.

Pledge of Allegiance.

- I. Roll Call and Call to Order
- II. Recognition of Guest
- III. Consent Agenda
  - A. Minutes of the previous meetings.
    1. June 8, 2021, regular session. (Attachments)
    2. June 29, 2021, recess session.
  - B. Dilapidated items.
     <u>School Nutrition/LaFollette Middle School</u>
     Mixed Chopper HCM-450/31-311-313-E
     Deep Fryer –AK50/LCM5154 AK50/LCM5153

# C. Executive Actions.

- 1. Consider approving Resolution 7-1. (Attachments)
- 2. School Nutrition furniture: 4 dining room booths that seat 4 students
  - 1 booth that seats 3 students, 4 bench style tables
- IV. Approval of Regular Agenda
- V. Comments from the Chair
- VI. Director's Monthly Report

# VII. Legislative Report

# VIII. Recognize Jeff Marlow, Director of Finance

- A. Monthly Financials. Nothing at this time.
- B. Approve Budget Amendments and Resolutions. (Attachments)
- C. Reviewing of Bids. Nothing at this time.
- D. Request permission to advertise Bids.
  - 1. IP Cameras for Campbell County High School, LaFollette Elementary, White Oak Elementary, and Wynn Elementary School.
- E. Request permission to accept renewal of contracts.
  - 1. Campbell County Board of Education and Grace Rehabilitation Center, Inc., for Physical, Occupational, and Speech Therapy. (Attachment)
  - Campbell County board of Education and Dr. Dara Kline, for Behavioral Management Services. (Attachment)
- F. Update from Faye Comer regarding individual school activity funds.
- IX. Items for Action:
  - Consider approving MAP (Measure of Academic Progress) Grant Agreement. (Attachment)
  - B. Consider approving Consolidated Application Approval for IDEA/ESSA for school year 2021-2022. (Attachment)
  - C. Consider approving Elementary School Dental Program Agreement. (Attachment)
  - Consider approving contract for Special Education Services for the 2021-2022 school year. (Attachment)
- X. <u>Items for Discussion:</u> Nothing at this time.
- XI. Discuss Legal Matters:

# XII. Recognize School Board Members:

11

Fulds/gtp Jennifer Jields Director of Schools

# **RESOLUTION NUMBER 7-1 EXECUTIVE ACTION**

### RESOLUTION AUTHORIZING BUDGET AMENDMENTS 141 GENERAL PURPOSE SCHOOL FUND 142 SCHOOL FEDERAL PROJECTS FUND FOR THE FISCAL YEAR 2021-2022

- WHEREAS, the Campbell County Board of Education Chairman and Director of Schools approve the amendment(s) described herein by Executive Action, to be ratified by the Board of Education, and;
- WHEREAS, the Literacy Training Stipend Grant funding was not approved by the State until June 11, 2021 and was not included in the initial 2021-2022 budget and the program has been implemented since that time and these funds are being appropriated for program needs accordingly, and;
- WHEREAS, the 21st CCLC program funding for 2021-2022 has not been awarded yet and pursuant to discussion with the program manager the program has carryover funds which are being appropriated for use to meet operational needs accordingly, and;

NOW, THEREFORE, BE IT RESOLVED by the BOE Chairman and Director of Schools of Campbell County, Tennessee this executive action is hereby approved this 1st day of July, 2021 that:

SECTION 1. The GENERAL PURPOSE SCHOOL FUND & SCHOOL FEDERAL PROJECTS FUND is hereby amended as described on attached EXHIBIT A CATEGORY/DEPT/DESC: LITERACY TRAINING GRANT & 21st CENTURY GRANT FUNDS

SECTION 2. All resolutions in conflict herewith be and the same are repealed insofar as such conflict exists.

SECTION 3. This resolution shall become effective upon passage, the public welfare requiring it.

ducation Chair

DULY PASSED AND APPROVED THIS 1st day of July, 2021

APPROVE Schools

ATTEST

# **RESOLUTION NUMBER 7-1 EXECUTIVE ACTION**

### EXHIBIT: A FUND NAME: GENERAL PURPOSE SCHOOL FUND SCHOOL FEDERAL PROJECTS FUND CATEGORY/DEPT/DESC: LITERACY TRAINING GRANT & 21st CENTURY GRANT FUNDS

# ESTIMATED REVENUES

1			ACCOUNT DESCRIPTION	CURRENT APPROVED <u>BUDGET</u>	AMENDMENT INCREASE (DECREASE)	AMENDED BUDGET
Fnd Function Lir 141 - 46590 -	- 994 - 196		Di Other State Education Funds	\$0.00	\$150,000.00	\$150,000.00
142 - 47150 -	- 438 -		21st Century Community Learning Ctrs	\$0.00	\$244,346.46	\$244,346.46
142 - 47150 -	- 439 -	-	21st Century Community Learning Ctrs	\$0.00	\$8,892.24	\$8,892.24
		тот	AL:	\$0.00	\$403,238.70	\$403,238.70

# ESTIMATED EXPENDITURES (APPROPRIATIONS)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT APPROVED BUDGET	AMENDMENT INCREASE (DECREASE)	AMENDED BUDGET
End Function Line SFnd SFu	nct SObj	\$0.00	\$150,000.00	\$150,000.00
141 - 71100 - 189 - 994 - 196	00 - Other Salaries & Wages Subtoal 141 Fund:	\$0.00	\$150,000.00	\$150,000.00
			\$195,980.00	\$195,980.00
142 - 73300 - 189 - 438 -	<ul> <li>Other Salaries &amp; Wages</li> </ul>	\$0.00	and the second se	\$12,268.86
142 - 73300 - 201 - 438 -	- Social Security	\$0.00	\$12,268.86	\$18,953.84
142 - 73300 - 204 - 438 -	<ul> <li>State Retirement</li> </ul>	\$0.00	\$18,953.84	the state of the second s
142 - 73300 - 212 - 438 -	- Employer Medicare	\$0.00	\$2,842.42	\$2,842.42
142 - 73300 - 355 - 438 -	- Travel	\$0.00	\$1,000.00	\$1,000.00
142 - 73300 - 422 - 438 -	- Food Supplies	\$0.00	\$2,435.08	\$2,435.08
142 - 73300 - 499 - 438 -	<ul> <li>Other Supplies &amp; Materials</li> </ul>	\$0.00	\$5,645.82	\$5,645.82
142 - 73300 - 524 - 438 -	- In Service/Staff Development	\$0.00	\$4,000.00	\$4,000.00
	- Other Charges	\$0.00	\$1,220.44	\$1,220.44
142 - 73300 - 599 - 438 -	Subtotal 438 Sub Fund:	\$0.00	\$244,346.46	\$244,346.46
	Other Only in 9 Wagan	\$0.00	\$4,818.75	\$4,818.75
142 - 73300 - 189 - 439 -	- Other Salaries & Wages	\$0.00	\$425.07	\$425.07
142 - 73300 - 201 - 439 -	- Social Security	\$0.00	\$1,306.49	\$1,306.49
142 - 73300 - 204 - 439 -	- State Retirement	\$0.00	\$70.37	\$70.37
142 - 73300 - 212 - 439 -	- Employer Medicare	\$0.00	\$2,271.56	\$2,271.56
142 - 73300 - 499 - 439 -	- Other Supplies & Materials	\$0.00	\$8,892.24	\$8,892.24
	Subtotal 439 Sub Fund:	\$0.00		
	TOTAL	\$0.00	\$403,238.70	\$403,238.70

FUND BALANCES ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT APPROVED <u>BUDGET</u>	AMENDMENT INCREASE (DECREASE)	AMENDED BUDGET
Fnd Function Line SFnd SFunct SObj				
TOTAL:		\$0.00	\$0.00	\$0.00
		ζ,		

# **Gail Parks**

From: Sent: To: Cc: Subject: Gail Parks Tuesday, June 22, 2021 4:02 PM Jennifer Fields Gail Parks Executive Action request

# EXECUTIVE ACTION JUNE 22, 2021

1. Declare the following School Nutrition furniture as dilapidated and dispose of accordingly.

4 dining room booths seats 4 students

1 booth seats 3 students

4 bench style tables

Johnny Byrge Chairman of the Board Jennifer Fields Director of Schools

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Sent from my iPad

1

\_\_\_\_\_

# MINUTES

The Campbell County Board of Education met in regular session on Tuesday, June 8, 2021, 6:00 p.m., at the courthouse in Jacksboro, Tennessee. The following school board members were present: Chairman Johnny Byrge, Crystal Creekmore, Lisa Fields, Faye Heatherly, Josh James, Ronnie Lasley, Brent Lester, Jeffrey Miller, Steve Morgan, and Sharon Ridenour. Director of Schools, Jennifer Fields was present and kept the minutes.

Prayer by Faye Heatherly.

Pledge of Allegiance led by Jeffrey Miller.

- I. Roll Call and Call to Order
- II. Recognition of Guest
- III. Consent Agenda
  - A. Minutes of the previous meetings.
     1. May 11, 2021, regular session.
  - B. Dilapidated items. School Nutrition/Jellico High School Stackable washer/dryer combo #16959200DQ
  - C. Executive Actions.
    - 1. Consider approving Resolutions 5-1, 5-2, 5-3, and 5-4.

Minutes of previous meeting will amend to Lisa Fields to Boardman's Level 3 and Steve Morgan to Level 2.

Motion by Morgan, second by Fields to approve the Consent Agenda.

Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-yes, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes, Ridenour-yes. Motion Passed.

IV. Approval of Regular Agenda

Motion by Ridenour, second by Heatherly to approve the Regular Agenda. Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-yes, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes, Ridenour-yes. Motion Passed.

V. <u>Comments from the Chair</u> Nothing at this time.

MINUTES PAGE 2 JUNE 8, 2021 REGULAR SESSION METING

# VI. Director's Monthly Report

Director Fields updated the board on the following. Fire alarm system is expected to be operational by august 6<sup>th</sup>, Summer Learning Camp is going well and transportation, breakfast, lunch has been successful. ESSER 1 (CARES Act) Coronavirus Aid, Relief, and Economic Security Act must be obligated by September 2022. ESSER 2 (CRRSA ACT) Coronavirus Response and Relief Supplemental Act must be obligated by September 2023. ESSER 3 (ARP Act) American Rescue Plan must be obligated by September 2024. LEAs will provide monthly reporting on federal relief funds beginning July 2021. The use of funds emphasize learning loss, in-person learning, and school facility improvements.

VII. Legislative Report

Board member Heatherly reminded everyone of the Summer Law Institute in July.

# VIII. Recognize Jeff Marlow, Director of Finance

A. Monthly Financials.
141 General Purpose School Fund. Balance Sheet as of April 30, 2021.
Cash with Trustee - \$12,509,868.90
Total Revenues - \$38,446,115.79
Percent of Budget - 90.7%
Total Expenditures - \$31,754,884.88
Percent of Budget - \$73.7%

142 School Federal Projects Fund. Balance Sheet as of April 30, 2021.
Cash with Trustee - \$593,373.82
Total Revenues - \$7,516,068.00
Percent of Budget - 47.8%
Total Expenditures - \$7,516,068.00
Percent of Budget - 47.8%

143 Central Cafeteria Fund. Balance Sheet as of April 30, 2021.
Cash with Trustee - \$1,168,173.00
Total Revenues - \$3,694,404.78
Percent of Budget - 83.4%
Total Expenditures - \$3,334,459.26
Percent of Budget - 70.3%

MINUTES PAGE 3 JUNE 8, 2021 REGULAR SESSION MEETING

Karen Henegar gave a detailed summary of the April 30, 2021, Monthly Financial Reports and request if there were no questions they be approved at this time.

Motion by Ridenour, second by Lasley to approve the April 30, 2021, Monthly Financial Reports.

Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-yes, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes, Ridenour-yes. Motion Passed.

B. Approve Budget Amendments and Resolutions.

Karen Henegar gave a detailed summary of the 7 Budget Amendments and Resolutions and request if there were no questions they be approved at this time.

Motion by Heatherly, second by Creekmore to approve the June 2021 Budget Amendments and Resolutions.

Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-yes, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes, Ridenour-yes. Motion Passed.

- C. Reviewing of Bids.
  - 1. CCHS Fire Alarm Renovation Bid

CES Corp, dba Consolidated Electronic Systems - \$181,608.00

Recommendation to award only bid to CES Corp. This is also the recommendation of architect, Mark Newlin with MBI companies, Inc., and the Director of Schools, Jennifer Fields.

> ESSER Instructional Intervention Materials Elementary & Middle School Bid (a) SPIRE

School Specialty LLC - \$35,586.05

Recommendation to award only bid to School Specialty, LLC. This is also the recommendation of Pam Walden, Federal Programs Director.

(b) Voyager Materials & Training

Voyager Sopris Learning, Inc. - \$74,160.00

Recommendation to award only bid to Voyager Sopris Learning Inc. This is also the recommendation of Pam Walden, Federal Programs Director.

(c) Math Intervention Materials

Bridge to Work Foundation/Camelot Learning - \$71,104.00

Recommendation to award only bid to Bridge to Work Foundation/Camelot Learning. This is also the recommendation of Pam Walden, Federal Programs Director.

MINUTES PAGE 4 JUNE 8, 2021 REGULAR SESSION MEETING

# (d) K-Pre-Algebra Deluxe Math Kits Mango Math Group - \$57,700.00

Recommendation to award only bid to Mango Math Group. This is also the recommendation of Pam Walden, Federal Programs Director.

(e) SRA & Early Reading Sets & Kits

McGraw Hill LLC - \$225,989.07

Recommendation to award only bid to McGraw Hill LLC. This is also the recommendation of Pam Walden, Federal Programs Director.

(f) Math & Movement

Learn Thru dba Math & Movement - \$79,960.00

Recommendation to award only bid to Learn Thru Movement dba Math & Movement. This is Also the recommendation of Pam Walden, Federal Programs Director.

(g) LLI Educational Book Systems Grades K-5

Heinemann - \$352,862.33

Recommendation to award only bid to Heinemann. This is also the recommendation of Pam Walden, Federal Programs Director.

3. Copy Paper

American Paper & Twine - \$33.00 per case total \$18,150.00 Contract Paper Group - \$31.97 per case total \$17,583.50

Recommendation to award lowest and best bid to meet specifications to Contract Paper Group. This is also the recommendation of Rita Goins, Materials Supervisor.

4. Janitorial Equipment

Ellison Sanitary Supply - \$44,740.38

Kelsan, Inc. - \$36,462.02

Recommendation to award lowest and best bid to meet specifications to Kelsan, Inc. This is also the recommendation of Robbie Heatherly, Assistant Director of Schools.

5. Janitorial Supplies

Ellison Sanitary Supply - \$38,795.76

Recommendation to award only bid to Ellison Sanitary Supply. This is also the recommendation of Angie Wright.

Motion by Morgan, second by Creekmore to approve all items under VIII-C, 1-5. Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-yes, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes, Ridenour-yes. Motion Passed. MINUTES PAGE 5 JUNE 8, 2021 REGULAR SESSION MEETING

D. Request permission to advertise Bids.

Motion by Miller, second by Lasley to suspend the rules to add advertisement of parking lot at Caryville Elementary.

Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-yes, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes, Ridenour-yes. Motion Passed.

Motion by Miller, second by Lasley to advertise bids of Caryville Elementary School parking lot. Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-yes, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes, Ridenour-yes. Motion Passed.

- E. Request permission to accept renewal of contracts. Nothing at this time.
- F. Update from Faye Comer regarding individual school activity funds. Nothing at this time.

# IX. Items for Action:

A. Consider approving Meal Charge Policy amendment.

Motion by Lasley, second by James to approve Meal Charge Policy amendment. Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-abstain, James-yes, Lasley-yes, Lester-yes, Miller-abstain, Morgan-yes, Ridenour-yes. Motion Passed.

B. Consider approving Grow Your Own Grant.

Motion by Ridenour, second by Heatherly to approve Grow Your Own Grant. Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-yes, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes, Ridenour-yes. Motion Passed.

C. Consider approving the recommended 2021-2022 school year budget.

Motion by Heatherly, second by Ridenour to approve the 2021-2022 school year budget. Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-yes, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes, Ridenour-yes. Motion Passed.

D. Consider recessing June 8, 2021, meeting until June 29, 2021, at 5:00 p.m.

Motion by Miller, second by James to recess June 8, 2021, meeting until June 29, 2021 at 5:00 p.m.

Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-yes, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes, Ridenour-yes. Motion Passed.

MINUTES PAGE 6 JUNE 8, 2021 REGUALR SESSION MEETING

- X. <u>Items for Discussion:</u> Nothing at this time.
- XI. Discuss Legal Matters: Nothing at this time.
- XII. <u>Recognize School Board Members:</u> Nothing at this time. Audio was garbled.

Meeting recessed until June 29, 2021, 5:00 p.m.

Johnny Byrge Chairman of the Board Jennifer Fields Director of Schools

# MINUTES

The Campbell County Board of Education met in a recess session on Tuesday, June 29, 2021, at 5:00 p.m., in the courthouse in Jacksboro, Tennessee. The following school board members were present: Jeffrey Miller served as Chairman, Lisa Fields, Faye Heatherly, Josh James, Ronnie Lasley, Brent Lester, Steve Morgan, and Sharon Ridenour. Chairman Johnny Byrge, Crystal Creekmore and Steve Morgan were absent from the meeting. Director of Schools, Jennifer Fields was present and kept the minutes.

Meeting reconvened.

Prayer by Faye Heatherly.

Pledge led by Sharon Ridenour.

Roll Call.

I. Approve Addendum.

Motion by Lester, second by Fields to approve the Addendum. Byrge-absent, Creekmore-absent, Fields-yes, Heatherly-yes, James-yes, Lasley-yes, Lester-yes, Miller-yes, Morgan-absent, Ridenour-yes. Motion Passed.

VIII. B. (1) Approve year end Budget Amendments and Resolutions.

Motion by James, second by Heatherly to approve year end Budget Amendments and Resolutions.

Mr. Terry request clarification of the motion to read approve year end Budget Amendments 6-29-1 through 6-29-4.

Motion by Lester, second Lasley to amend item VIII. B. (1) Approve year end Budget Amendments 6-29-1 through 6-29-4.

Byrge-absent, Creekmore-absent, Fields-yes, Heatherly-yes, James-yes, Lasley-yes, Lester-yes, Miller-yes, Morgan-absent, Ridenour-yes. Motion Passed.

Motion by Lester, second by Lasley to adjourn.

Johnny Byrge Chairman of the Board Jennifer Fields Director of Schools

# Campbell County Environmental Officer Monthly Report June 2021

	Current Month	Year to Date
1. Violations reported to officer	14	191
2. Violations investigated	14	191
3. Citations	0	14
4. Warnings Issued	3	79
5. Number of bags picked up	177	3,088
6. Miles of litter picked up	26.5	382.5
7. Inmate hours	88	912
8. Volunteer hours	24	2,632
9. Number of volunteers	3	329
10. Total days picked up	11	157
11. Miles driven truck	2,155	28,637
12. Illegal dumpsites cleaned up	3	51

# **Environmental Officer**

Glennis Monday

# RECAP ACTIVITY BY LOCATION LOCATION MARK (COUNTY OR STATE) JUNE 2021

MILES BAGS

1. ISLAND FORD RD.	COUNTY	1	6
2. DEMORY RD.	COUNTY	1.5	9
3. BROWN DR.	COUNTY	.5	3
4. HOLLIFIED DR.	COUNTY	1	3
5. MT. PARAN RD.	COUNTY	1	3
6. FOX CEMETERY RD.	COUNTY	DUMPSITE	8
7. CREEKMORE/HOUSLEY RE	D. COUNTY	1	3
8. BLUFF RD.	COUNTY	.5	3
9. LOBERTINI BRIDGE	COUNTY		3
10. ASPEN STREET BRIDGE	COUNTY		12
11. BEACH STREET BRIDGE	COUNTY		8
12. 11 STREET BRIDGE	COUNTY		6
13. STINKING CREEK	COUNTY	2	7
14. PINE HOLLOW RD.	COUNTY	1.5	75
15. FOX COVE LN.	COUNTY	DUMPSITE	8
16. INDIANA AVE.	COUNTY	.5	3
17. RIDGE RD.	COUNTY	2	10
18. STINKING CREEK	COUNTY	2	3
19. JACKSBORO MAIN ST.	STATE	1	6
20. WHITMAN HOLLOW RAM	P COUNTY		6
21. OLD 63 VALLEY	COUNTY	1	10
22. QUEENER RD.	COUNTY	1.5	9
23. ISLAND FORD RD.	COUNTY	.5	3
24. CREEKMORE/HOUSLEY R	D. COUNTY	1	3
25. PINECREST	COUNTY	4	9
26. LIBERTY ST.	COUNTY	.5	1
27. DOAKS CREEK RD.	COUNTY	1.5	9
28. OLD MIDDLESBORO HWY	COUNTY	DUMPSITE	15
29. SHELTON HOLLOW RD.	COUNTY	1	3

TOTAL MILES - 26.5 BAGS - 177

Environmental Officer Glennis Monday June 2021 Comments:

1. Cleaned the cliffs on Demory Road above the lake, 9 bags litter.

2. Took 40 hrs. Police Officers Standards Training with Sheriff's Office for P.O.S.T Certification.

3. Cleaned trash and material out from under 4 bridges in the City of LaFollette for LaFollette City.

4. Cleaned up 4 miles of Stinking Creek Road.

5. Picked up a couch off Sugar Hollow boat dock Road.

6. Cleaned up a dumpsite of Fox Cove Road of 8 bags litter and car parts. Will draw a warrant on site.

7. Was called to Vasper Convenience Center someone dumped trash in front of the gates.

Environmental Officer Glennis Monday June 2021

# CAMPBELL COUNTY ENVIRONMENTAL SERVICES

TONNAGE & CHARGE SUMMARY JUNE 2021

CODE	DESCRIPTION	C	HARGES
43106-1	Household Garbage/Commercial Waste	\$1	7,199.84
43106-2	Resdiental/Household Garbage	\$	5,877.06
43106-3	City Commercial Garbage	\$	-
43110-1	Brush Commercial Hauler	\$	315.96
43110-2	BSH Pallets	\$	-
43110-3	Pallets	\$	41.06
43114-1	Constuction Debris/Junk	\$	5,578.00
43114-2	Shingles	\$	1,850.00
43114-3	City Construction Debris/Junk	\$	6 C.
43116-1	Tires	\$	2,081.00
44145-1	Aluminum	\$	2
44145-2	BookStock	\$	
44145-3	Cardboard	\$	5,726.70
44145-4	Electronics	\$	97.7
44145-5	Metal	\$	3,736.20
44145-6	Newspaper	\$	-
44145-7	Plastic	\$	÷.
44145-8	Sorted Office Waste	\$	-
44145-9	Steel Cans	\$	-

CODE	AMOUNT
43106	\$23,076.90
43110	\$ 357.02
43114	\$ 7,428.00
43116	\$ 2,081.00
44145	\$ 9,560.64
TOTAL	\$42,503.56

# Campbell County Environmental Services Charges & Collections - By Revenue June 30, 2021

Charges	Unit Rate	Monthly Units	Month to Date	FYTD Units	Fiscal Year to Date
116-4310 Waste Fee-Class II (Comm)	\$ 42.00	549.45	\$ 23,076.90	4,725.69	\$ 198,478.98
116-4311 Tipping Fees-Class III (Brush)	\$ 59.50	6.00	\$ 357.02	201.22	\$ 11,972.84
116-4311 Waste Fee-Class IV (Const)	\$ 50.00	148.56	\$ 7,428.00	1,654.64	\$ 82,732.00
116-4311 Waste Tire Disposal Fee	\$ 1.00	2,081.00	\$ 2,081.00	12,067.00	\$ 11,084.60
116-4399 Other Charge-Fin/Late Fees			\$ -		\$ -
116-4414 Sale of Recycled Materials			\$ 9,560.64		\$ 85,656.34
Total Charges			\$ 42,503.56		\$ 389,924.76

Collections	Unit Rate	Monthly Units	Month to Date	FYTD Units	Fiscal Year to Date
116-4310 Waste Fee-Class II (Comm)	\$ 42.00	417.65	\$ 17,541.30	4,630.00	\$ 194,459.98
116-4311 Tipping Fees-Class III (Brush)	\$ 59.50	5.11	\$ 304.06	226.70	\$ 13,488.98
116-4311 Waste Fee-Class IV (Const)	\$ 50.00	158.48	\$ 7,924.00	1,664.19	\$ 83,209.50
116-4311 Waste Tire Disposal Fee	\$ 1.00	1,906.00	\$ 1,906.00	12,810.20	\$ 11,460.60
116-4399 Other Charge-Fin/Late Fees			\$ -		\$ -
116-4414 Sale of Recycled Materials			\$ 8,761.50		\$ 82,999.00
Total Collections			\$ 36,436.86		\$ 385,618.06

	Month	Fiscal Year
Charges Compared to Collections	to Date	to Date
116-4310 Waste Fee-Class II (Comm)	\$ 5,535.60	\$ 4,019.00
116-4311 Tipping Fees-Class III (Brush)	\$ 52.96	\$ (1,516.14)
116-4311 Waste Fee-Class IV (Const)	\$ (496.00)	\$ (477.50)
116-4311 Waste Tire Disposal Fee	\$ 175.00	\$ (376.00)
116-4399 Other Charge-Fin/Late Fees	\$ -	\$ -
116-4414 Sale of Recycled Materials	\$ 799.14	\$ 2,657.34
Total	\$ 6,066.70	\$ 4,306.70

T-925 P0001/0001 F-087

# CAMPBELL COUNTY DEPARTMENT OF VETERAN AFFAIRS **KEVIN WALDEN, COUNTY SERVICE OFFICER** 705 EAST CENTRAL AVE. LA FOLLETTE, TN 37766 PHONE # 423-562-3531 FAX # 423-566-9993

# TO: CAMPBELL COUNTY COMMISSIONERS

# ACTIVITIES FOR THE MONTH OF

# JUNE 2021

OFFICE VISITS	207
TOTAL FORMS FILED	<u>202</u>
NEW CLAIMS FILED	<u>39</u>
TELEPHONE COUNSEL	<u>490</u>

FUNERALS-16 HOSPITAL VISITS-2 HOME VISITS-9 OTHERS: NURSING HOME-4 MEDICAL RECORDS REVIEWED-168 HOLIDAY-0

CASH & REIMBURSEMENTS

2020-2021 FISCAL YEAR

MONTH-TO-DATE TOTAL FY YEAR-TO-DATE TOTAL

\$ 471,881.20 \$ 4,265,524.41

### BEGINNING MARCH 27, 2006 YEAR-TO-DATE TOTAL \$ 68,316,399.64

MILEAGE: 233	
111.11	
1 Shall	07/01/2021
Kevin Walten, CSO	DATE

# REPORTS FROM ORGANIZATIONS RECEIVING FUNDING FROM THE COUNTY

In-House Month Began with 291 animals in our care. (264 cats/kittens; 27 puppies/dogs).

# Intakes= 236 (132 cats/kittens; 104 dogs/puppies) 132 Cats/Kittens (31 strays; 101 owner surrenders) 104 Dogs/Puppies (30 strays; 65 owner surrenders, 9 ELS)

### Dispositions

8	Reclaims	1	1 Cat/0 Kittens;	7	7 Dogs/0 Puppies
19	Adoptions	14	5 Cats/9 Kittens;	5	5 Dog/O Puppies
44	Euthanasias	35	11 Cats/24 Kittens;	9	9 Dog/0 Puppies
2	Deceased	1	0 Cat/1 Kittens;	1	1 Dogs/0 Puppies
0	Escapes	0	0 Cats/0 Kittens;	0	O Dogs/O Puppies
0	Return to Field	0	0 Cats/0 Kittens;	0	O Dogs/O Puppies
274	Rescues	196	38 Cats/158 Kittens;	78	29 Dogs/49 Puppies
347	Total	247	55 Cats/192 Kittens	100	51 Dogs/49 Puppies

Overall euthanasia rate for the month of June was 6.64%. The dog euthanasia rate was zero. Nine dogs were euthanized at owner request for end of life services. The cat euthanasia rate for June was 8.84%. The 37 feline euthanasias were for 2 injured and 25 sick.

# In June we cared for 527 animals in program.

In-House Ending on 6/30/2021, we had 180 animals in our care. (149 cats/kittens; 31 puppies/dogs).

The low cost spay/neuter clinic is impacting the community and has spayed/neutered 88 pets in June. Tuesdays are our dedicated surgery day and the surgery spaces fill up weeks in advance. We are currently scheduling for July surgery dates. The low cost vaccination clinic officially opened in December 2020 and offers vaccines, heart worm testing, feline FIV/FeLV testing and microchipping. The mission of our low cost vaccine clinic is to provide a healthy foundation for our community pets by offering affordable preventive care and vaccines.

The Critter Cupboard Program continues to offer support to our community by distributing donated food and pet care items to needy pets. In May, we distributed 2,015 pounds of pet food and 200 pounds of litter. These resources were distributed to 60 families. All Critter Cupboard supplies are donated or funded through grant programs.

Our facility is equipped with 20 dog kennels with inside/outside runs. Currently, two of our kennels are inoperable due to rusting and have been taken out of service. The actual kennel fencing is original to the building and requires maintenance or replacement of the rusted out portions. We are down to 19 usable kennels at this time due to rust. On \_\_\_\_\_\_ there was an accident at the shelter resulting in approximately \$5k damages. This has resulted in our outside overflow kennels not being used unless someone is outside to supervise animals. These two issues have greatly decreased our ability to safely house dogs and bite dogs.

The shelter is currently operating on a managed intake basis with surrender appointments with appointments generally available the same day if requested on a business day. The last week of June through the writing of this report, cat intakes have been pushed back to the following week as our census is higher than usual. Our dog/puppy intake appointment availability varies depending on the size and age of the animals but is still within a few business days.

Spay Campbell County Tennessee Pets (SpayCC) P.O. Box 644 LaFollette, Tennessee 37766 EIN: 81-1545343 Annual Report Fiscal Year: July 1, 2020 through June 30, 2021

There were no board changes during this fiscal year. This is an all-volunteer organization, there are no paid positions within the organization.

The Board of Directors of Spay Campbell County Tennessee Pets (SpayCC):

President: Terri Woodward Vice President: Debra Miller Secretary/Treasurer: Deborah Pemberton

There were no program changes during this fiscal year: Happy Pets Low Cost Spay/Neuter Aid Program Happy Pets Low Cost Spay/Neuter Program We Love Animals Educational Program

The Campbell County Community Cat Companions T/N/R Program is a joint community program between SpayCC, FCCA and the Campbell County Animal Center. It is still a work in progress SpayCC received a grant for most of the equipment and ordered the additional equipment needed for the program out of our general funds. Due to the Covid-19 pandemic the program had to be set aside to focus on immediate needs of the community, as well as contact limitations. We are planning to get this program back on track in the 2021-2022, with SpayCC sponsoring special feral fixing days at the shelter spay/neuter clinic.

We are fortunate that our Educational Director, Sherry Griffith, is within the Campbell County School System and was able to continue the humane educational program through the schools, as well as special programs, such as the STEM Summer Camps.

In the 2020-2021, due to Covid 19, SpayCC received two grants to purchase food that was distributed thought the shelter's Critter Cupboard to needy families in the community.

The Budget for the 2020-2021 Fiscal Year was set at \$35,000 with a goal of 800 Subsidized spay/neuter Services.

Financial Status as of June 30, 2021:

Check Ledger: \$17,816.21 Williamson County Humane Association Grant of \$1000 sent to LaFollette Veterinary Services as a credit on our account. Bank Balance: \$17,816.21

Bookkeeping Balance: \$18,816.21

1001 Subsidized spay/neuter services were completed in the 2020-2021 Fiscal Year:

Dog Spay	Dog Neuter	Cat Spay	Cat Neuter	Total	Family Impact
270	165	355	211	1001	692

There were 32 services scheduled through the low-cost program in the 2020-2021 Fiscal Year:

Dog Spay	Dog Neuter	Cat Spay	Cat Neuter	Total
14	2	13	3	32

# Budget Income and Expenses: Income:

Beginning Balance July 1, 2020		\$13,739.58
Donations	\$15,273.76	
Sales	\$4,690.00	
Grants	\$27,000.00	
Total	\$46,963.76	\$46,963.76
Total for Year		\$60,703.34

### Expenses:

Credit Card Processing Fees	\$.49	
Fundraising	\$526.18	
Insurance	\$1,259.14	
Permits	\$100.46	
TNR Program	\$266.94	
Office Expense	\$170.23	
Postage	\$30.00	
Pet Food Pantry	\$2,005.20	
Chamber Membership	\$100.00	
Spay/Neuter Aid	\$37,175.00	
Educational Program	\$253.89	
Total Expenses for year		(\$41,887.13)
End of Year Balance		\$18,816.21

June 30, 2021 End of Year Balance: \$18,816.21

# Fund Balances as of June 30, 2021:

Spay/Neuter Fund	\$13,793.67	
Spay/Neuter/Reserve Fund	\$489.40	
General Fund:	\$943.29	
Fundraising Fund:	\$1,176.92	
Educational Fund:	\$1,134.33	
Insurance Fund:	\$572.60	
T/N/R Fund	\$500.00	
Total:	\$18,816.21	

Explanation of funds: spay/neuter fund used to subsidize spay/neuter services; Spay/Neuter reserve fund used to subsidize the Tennessee Pet Friendly grant, this is a reimbursement grant, the funds must be spent then apply to the state for reimbursement; Fundraising Fund, funds set aside for future fundraising events; educational fund, funds for

the educational program; Insurance fund: funds used for the required group insurance needed for our volunteers and programs; T/N/R fund, funds set aside to sponsor special feral fixing spay/neuter at the shelter clinic.

Accumulative Total of Services of SpayCC programs by year: SpayCC Happy Pets Low Cost Spay/Neuter Aid Program

Year	Dog Spay	Dog Neuter	Cat Spay	Cat Neuter	Total	Family Impact
2015-2016	15	11	13	2	41	25
2016-2017	111	73	100	74	358	256
2017-2018	111	47	146	77	381	253
2018-2019	239	132	240	143	754	562
2019-2020	277	174	291	161	903	647
2020-2021	270	165	355	211	1001	692
Total					3438	2440

SpayCC Happy Pets Low Cost Spay/Neuter Program:

Year	Dog Spay	Dog Neuter	Cat Spay	Cat Neuter	Total
2015-2016	10	4	9	2	25
2016-2017	114	62	115	61	352
2017-2018	81	46	95	38	260
2018-2019	12	10	7	9	38
2019-2020	21	8	14	4	47
2020-2021	14	2	13	3	32
Total					754

The two programs combined have prevented the birth, at the very least, of 20,960 unwanted cats and dogs in our communities.

# **INFORMATION**



JASON E. MUMPOWER Comptroller

July 9, 2021

### MEMORANDUM

то:	All County Mayors/Executives, Trustees, and Finance
	Directors. All City Mayors and Finance Directors

FROM: Jason E. Mumpower, Comptroller of the Treasury

SUBJECT: American Rescue Plan Act – Additional Guidance

The U.S. Treasury continues to provide additional guidance concerning allowable expenses for funds received under the American Rescue Plan Act's State and Local Fiscal Recovery Fund. We want to highlight some provisions that continue to be of particular interest to Tennessee local governments.

# Summary of Guidelines for Premium Pay.

- The Interim Final Rule states that premium pay is for "essential workers in critical infrastructure sectors who regularly perform in-person work, interact with others at work, or physically handle items handled by others."
- Critical sectors include healthcare, education and childcare, transportation, sanitation, grocery and food production, and public health and safety, among others. It should be noted that the chief executive officer (city or county mayor) may designate other essential workers in critical sectors within the general guidelines listed in point 1 above.
- 3. The Interim Final Rule does clarify that "<u>A worker would not be engaged in essential work and accordingly may</u> not receive premium pay for telework performed from a residence."
- 4. Premium pay may be made retroactively for work already performed during the pandemic. We believe March 2020 to be a reasonable beginning date for considering retroactive pay.
- The described limits to the premium pay are "up to \$13 per hour above normal compensation to a maximum of \$25,000 per employee."
- 6. We strongly recommend that this premium pay be in the form of bonuses since this funding is non-recurring and should only be used for non-recurring expenses.

# Use of interest earnings.

Treasury has clarified in its <u>"Compliance and Reporting Guidance"</u> document that interest earnings on these funds are not limited to eligible uses under the ARPA guidance. So, any interest earned on these funds may be used for any government purpose.

# **Final Guidance**

The U.S. Treasury is expected to issue its final guidance on these funds in September. We recommend that local governments wait to finalize their plans for the use of these funds until the final guidance is received.

We have created a website <u>"tncot.cc/covid"</u> with links to all currently available guidance issued by Treasury. Please visit this site for more detailed guidance, or contact us at <u>ARP@cot.tn.gov</u> or 615.401.7841 if you have specific questions.

# **OTHER MATTERS**

# **Campbell County Environmental Services**

Vehicle/ Equipment for Surplus

2004	VOLVO VHD	4V5KC9GF94N351996	OUT OF COMMISSION
1988	Ford F-250	1FTEF25N7JNA98453	old service truck
2005	Mack	1M1AK06YZ5NOO2313	OUT OF COMMISSION
2013	John Deere Backhoe	1452748	OUT OF COMMISSION

# **Campbell County Litter Control Officer**

Vehicle for Surplus

<sup>2001</sup> Dodge D-150 (silver) 1D7HU18N72J260198 High mileage

\*\*\*If the truck is sold, it is requested that the funds be placed back into the Campbell County Litter Control budget. \*\*\*

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# STATE OF TENNESSEE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

5th FLOOR, ANDREW JACKSON BUILDING 500 DEADERICK STREET NASHVILLE, TENNESSEE 37243

BILL LEE GOVERNOR MARIE WILLIAMS COMMISSIONER

July 1, 2021

Honorable E.L. Morton, County Mayor Campbell County P.O. Box 435 Jacksboro, TN 37757

Re: Payment for Mental Health Evaluation and Treatment Services for Criminal Defendants Charged With Misdemeanors Only [July 1, 2021-June 30, 2022]

Dear Mayor Morton:

I am writing in reference to the billing and payment for mental health evaluation and treatment services for defendants charged only with misdemeanors. Judges in General Sessions, Criminal and Circuit courts have the authority to order mental health evaluation and treatment for criminal defendants under Title 33, Chapter 7, Part 3. On June 26, 2009, T.C.A. § 33-7-304 was signed into law making counties responsible for the cost of outpatient and inpatient mental health evaluations and treatment court ordered for defendants charged only with misdemeanors. The Department of Mental Health and Substance Abuse Services (TDMHSAS) makes these services available through outpatient provider contracts and inpatient services at the state's mental health hospitals (Regional Mental Health Institutes or RMHIs) and will continue to pay the costs for these services for defendants charged with at least one felony offense.

TDMHSAS will bill the counties for outpatient services for defendants charged only with misdemeanors at the same rate providers are reimbursed for those services (see item C., "Payment Terms and Conditions," page 3 of attached contract). A per diem rate will be charged for inpatient mental health evaluation and treatment services provided for these defendants at the RMHI serving your area. Unless we enter into a rate-setting agreement, the rate charged is between \$861.52 and \$1,139.49, depending on the RMHI, per day pursuant to statute. TDMHSAS was granted the authority to enter into contracts with local governmental agencies for the billing and payment for court ordered mental health evaluation and treatment services. Enclosed you will find a contract for your county that would establish the per diem rate for inpatient mental health evaluations ordered by courts in your county at \$450.00 per day beginning July 1, 2021 through June 30, 2022. Without the rate-setting contract, we will have to charge your county the higher statutory rate.

Honorable E.L. Morton, Mayor June 24, 2021 Page 2

Please sign and return the contract via e-mail to Sherri.Draper@tn.gov.

Your prompt action in this matter would be greatly appreciated so that we may set your per diem rate for inpatient evaluation and treatment services of defendants charged only with misdemeanors at \$450.00. You may contact me at (615) 532-6747 if you have any questions or wish to discuss this matter further.

Sincerely,

Jeff Feix, Ph.D. Director, Forensic and Juvenile Court Services

JF:/sd Enclosure

07-01-2021 GU-RV

(st	ate revenue contract wit	AL REVENUE CONT h a federal or Tennessee local or qu	asi-governmental entity)	
Begin Date July 1, 2021	End Date June 30, 2022	Agency Tracking # DA_53533_2021-2022_006	Edison ID 53533	
Procuring Party Legal Entity Name Bradley County, Tennessee			Procuring Party Registration ID	
	d Treatment Under T demeanor Crimes)	enn. Code Ann. Title 33, Chapt	ter 7, Part 3 (Adults Charged	
Division of Plar Tennessee De Substance Abu (615) 532-6747 Director of Contracts Quinn Wilson S	h.D., Director sics and Juvenile Cour nning, Research, and F partment of Mental Her ise Services	orensics	OCR USE - RV	
Office of Contra Division of Ger	acts heral Counsel partment of Mental He use Services	alth and		
#### CONTRACT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES AND BRADLEY COUNTY, TENNESSEE

This Contract, by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the 'State' and Bradley County, Tennessee (a Tennessee County), hereinafter referred to as the "Procuring Party," is for the provision of Evaluation and Treatment Under Tenn. Code Ann. Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes), as further defined in the "SCOPE OF SERVICES."

#### A. SCOPE OF SERVICES:

#### A.1. Mutual Understandings of the Parties:

- a. The purpose of this Contract is to establish rates and ensure payment for the evaluations and treatment necessary to evaluations ordered pursuant to Tennessee Code Annotated (T.C.A.) Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes), as further described in this Scope of Services.
- b. T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to undergo outpatient evaluation and treatment.
- c. The State facilitates and arranges for the provision of said outpatient evaluation and treatment.
- d. T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to be placed in a hospital or treatment resource, as defined by T.C.A. § 33-1-101 for the purposes of evaluation and for treatment necessary to the evaluation.
- The State's Regional Mental Health Institutes (RMHIs) are such hospitals or treatment resources.
- f. Courts handling cases arising out of or associated with the Procuring Party's jurisdiction (i.e., geographical boundaries) will from time to time order that a defendant charged only with misdemeanor crimes be evaluated and treated on an outpatient basis; and sometimes inpatient basis and receive treatment necessary to the evaluation, if inpatient, at one of the State's RMHIs.
- g. The Procuring Party is statutorily obligated in all such cases to pay the cost of outpatient and inpatient evaluation and treatment necessary to the evaluation.
- h. It is in the interest of the Parties to establish rates for the cost of outpatient evaluations and treatment; and evaluations and treatment necessary to the evaluations, if inpatient, at the RMHIs and establish how said cost will be paid and a timeline for payment.
- The Parties acknowledge that the relevant sections of the T.C.A., Title 33, along with rules and policies and procedures issued in accordance therewith, shall take precedence over any conflicting terms of the court order.
- A.2. Responsibilities and Obligations of the Parties:
  - a. <u>Procuring Party</u>. The Parties agree that the Procuring Party shall have the following responsibilities and obligations:

- (1) When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the Procuring Party for whom the court is acting shall pay the State for said evaluation and treatment as specified in Section C.; and
- (2) When court approval or certification of the cost to be paid by the Procuring Party under this contract is required, the Procuring Party shall act in good faith and with diligence to facilitate the State's obtaining such court approval or certification.
- b. <u>State</u>. The Parties agree that the State shall have the following responsibilities and obligations:
  - (1) When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a criminal defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the State shall facilitate and arrange for the provision of outpatient evaluation and treatment and shall provide the inpatient evaluation and treatment services as needed;
  - (2) The State shall facilitate the provision of a report of the results of outpatient evaluations to the court when completed, and shall notify the court when inpatient evaluation and/or treatment ordered by the court is complete and the defendant is to be discharged and transferred back to the jurisdiction of the court; and
  - (3) The State shall accept payment as specified in Section C. as payment in full for the evaluation and treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes when said evaluation and treatment are ordered pursuant to T.C.A. Title 33, Chapter 7, Part 3.

#### B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on July 1, 2021 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"), thereby ending on June 30, 2022. The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. <u>Term Extension</u>. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed twelve (12) months beyond the expiration date of this Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months

#### C. PAYMENT TERMS AND CONDITIONS:

C.1. <u>Rates and Increments</u>. The Procuring Party shall reimburse the State at the rates and increments listed below for a defendant charged only with misdemeanor crimes pursuant to the T.C.A. section listed below:

T.C.A. Section	Type of Service	Amount
§ 33-7-301(a)	Outpatient Competency to Stand Trial Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Outpatient Mental Condition at the Time of the Alleged Crime Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Both Outpatient Competency to Stand Trial and Mental Condition at the Time of the Alleged Crime Evaluations	\$800.00 per service recipient

§ 33-7-301(a)	Additional Mental Health Assessments in order to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per assessment
§ 33-7-301(a)	Physician Services utilized to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per service
§ 33-7-301(a)	Outpatient Competency to Stand Trial and/or Mental Condition at the Time of the Alleged Crime Evaluation for defendant housed in a Tennessee Department of Correction (TDOC) facility located in a county served by the mental health center	\$900.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Competency to Proceed Evaluation (Must be authorized by State)	\$400.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Mental Condition Evaluation	\$400.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Intellectual Disability Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Inpatient Evaluation and Treatment at a Regional Mental Health Institute (RMHI)	\$450.00 per service recipient per day
§ 33-7-301(b)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day
§ 33-7-303(a)	Outpatient Committability of Insanity Acquittee Evaluation in accordance with Commitment Criteria of T.C.A. Title 33, Chapter 6, Part 5	\$600.00 per service recipient
§ 33-7-303(a)	Completion of Outpatient Treatment Plan for Insanity Acquittee Considered Not Committable [with or without Mandatory Outpatient Treatment (MOT) under T.C.A. § 33-7-303(b)]	\$300.00 per service recipient
§ 33-7-303(c)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day

- C.2. <u>Daily Rate, "Date of Admission", and "Date of Discharge"</u>. For inpatient evaluation and treatment, the Procuring Party shall be responsible for paying the daily rate to the State for the day a defendant charged with misdemeanor crimes only is admitted, herein "date of admission", and each day between the date of admission and the day the defendant is discharged, herein "date of discharge". The Procuring Party shall not be responsible for paying the daily rate for the date of discharge. For purposes of this Contract, the date of discharge shall be the date that the Procuring Party or the Procuring Party's transportation agent actually removes the defendant from the State's grounds.
- C.3. <u>Time of Payment and Collection Efforts</u>. Procuring Party shall pay the State within thirty (30) calendar days after receiving an invoice from the State. If at the end of thirty (30) calendar days, the Procuring Party has not paid the invoice, the State shall issue a second invoice, and shall continue sending invoices at thirty (30) calendar day increments until reaching one hundred and twenty (120) calendar days for which the invoice remains unpaid. If the invoice remains unpaid at the end of the one hundred and twenty (120) day period, the State shall initiate collection efforts or refer the issue to the Tennessee Attorney General's Office.

- C.4. <u>Interpreter Services</u>. In the event that the State must procure interpreter services from non-state resources under court order or in order to effect an inpatient evaluation or treatment necessary to the evaluation, the Procuring Party shall reimburse the State the actual cost of the interpreter services.
- C.5. When Defendant is Financially Able to Pay For and Be Responsible for Costs and Expenses. When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3; and the court finds the defendant financially able to pay for, and be responsible for, all or part of the costs and expenses for the evaluation and treatment, the Procuring Party shall pay the State the cost of the evaluation and treatment and seek reimbursement from the defendant. At no time shall the State seek payment directly from the defendant.

#### D. STANDARD TERMS AND CONDITIONS:

- D.1. <u>Required Approvals</u>. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. <u>Modification and Amendment</u>. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. <u>Termination for Cause</u>. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
  - D.5. <u>Subcontracting</u>. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
  - D.6. <u>Conflicts of Interest</u>. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.

- D.7. <u>Nondiscrimination</u>. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. <u>Records</u>. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. <u>Strict Performance</u>. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. <u>Independent Contractor</u>. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. <u>Force Majeure</u>. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. <u>State and Federal Compliance</u>. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. <u>Governing Law</u>. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. <u>Completeness</u>. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. <u>Severability</u>. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. <u>Headings</u>. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.20. <u>Confidentiality of Records</u>. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

#### E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. <u>Communications and Contacts</u>. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Dr. Jeff Feix, Ph.D., Director Office of Forensics and Juvenile Court Services Tennessee Department of Mental Health and Substance Abuse Services 500 Deaderick Street Nashville, Tennessee 37243 E-mail Address: <u>jeff.feix@tn.gov</u> Telephone #: (615) 532-6747 FAX #: (615) 253-3045

The Procuring Party:

Gary Davis, County Mayor Bradley County P.O. Box 1167 Cleveland, Tennessee 37364 gdavis@bradleycountytn.gov Telephone # (423) 728-7141 FAX # (423) 476-0696

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

- E.3. <u>HIPAA Compliance</u>. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
  - Procuring Party warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract.

- b. Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
- c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Procuring Party in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.4. <u>Rule 2 Compliance</u>. The State and the Procuring Party shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq*.
  - a. The Procuring Party warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Contract.
  - b. The Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.
  - c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Procuring Party in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.

IN WITNESS WHEREOF,

BRADLEY COUNTY TENNESSEE:

PROCURING PARTY SIGNATURE

DATE

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

MARIE WILLIAMS, COMMISSIONER

DATE

**RECOGNIZE COUNTY MAYOR** 





February 23, 2021

Honorable E.L. Morton, Mayor Campbell County P.O. Box 435 Jacksboro, TN 37757-0435

Dear Mayor Morton,

The East Tennessee Development District (ETDD) has been pleased to provide local planning services to Campbell County for the past eleven years. I am pleased to report that ETDD will be able to provide Campbell County with planning services for the same annual fee that was charged last year.

The contract period for FY 2022 will begin on July 1, 2021 and continue through June 30, 2022. For budgetary purposes, the 2022 planning contract amount will be \$12,375 for Campbell County. Two copies of the new planning services contract for Campbell County are enclosed. Please sign both contracts, retain one for your records and return the second contract to the attention of Beth Lazar, ETDD, P.O. Box 249, Alcoa, TN 37701-0249. An invoice for the first installment of the total contract amount will be mailed to you on July 1, 2021.

Thank you for the opportunity to serve your community in this regard. Please do not hesitate to contact me at <u>tbobrowski@etdd.org</u> or (865) 273-6003 should you have any questions or concerns.

Sincerely,

Terrence J/Bol Executive Director

Enclosures

# A Contract Between the

# EAST TENNESSEE DEVELOPMENT DISTRICT

# AND

# CAMPBELL COUNTY, TENNESSEE

# PROVIDING FOR LOCAL PLANNING ADVISORY SERVICES

This **CONTRACT**, entered into as of the first day of July, 2021 by the East Tennessee Development District, an agency composed of member governments in mid-east Tennessee, and Campbell County, Tennessee.

### I. <u>FINDINGS & DECLARATIONS</u>

**A.** <u>Tennessee Code Annotated</u>, §13-14-101 and the following sections establish a delineation of regions deemed viable to the economic development of the state, and allow for the creation of development districts for these regions, encompassing one (1) or more counties or parts of counties, so they are conducive to efficient planning and orderly economic development of the state.

**B.** <u>Tennessee Code Annotated</u>, §13-14-101 to 13-14-114 established the East Tennessee Development District (ETDD), a public body on behalf of the counties of Anderson, Blount, Campbell, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Roane, Scott, Sevier, and Union and all incorporated municipalities and metropolitan governments located within these counties.

**C.** ETDD is empowered, among other duties, "to receive and expend funds from any sources for staffing, for research, planning, coordination, economic development, demonstration projects and other activities deemed necessary to promote the efficient, harmonious and economic development of the region."

**D**. Campbell County, Tennessee, requests ETDD to provide planning advisory services, and agrees to appropriate the necessary funds for these services.

# II. <u>CONTRACT</u>

In consideration of these findings and declarations and other valuable considerations, the parties agree as follows:

A. During the twelve (12) month period beginning July 1, 2021, and ending June 30, 2022, ETDD agrees to furnish the services of professionally trained planning advisors who will confer with the local planning commission, board of zoning appeals and other local officials with respect to all phases of the comprehensive planning program. Planning recommendations are advisory only; local communities and their appropriate representatives have the sole authority to enact and enforce ordinances and other regulatory tools. A work program derived from the elements listed below will be developed jointly between ETDD and contracting community within 30 days of the signing of the planning contract by both parties. Other activities may be included depending on the scope and nature of the desired services and ETDD capacity. All activities must be agreed upon mutually by the community and ETDD. Planning services may include but are not limited to the following activities:

1. Attendance at planning commission and/or boards of zoning appeals meetings; assistance in the preparation or review of the long range work program of the planning commission; preparation of comprehensive plans, Public Chapter 1101 Growth Management Plans and amendments, and other planning studies and documents.

2. Preparation of land use controls for adoption, implementation, and enforcement by local community officials, including but not limited to zoning ordinances, subdivision regulations, flood plain management regulations, or other land use controls; review of development proposals; advice and assistance to administrators of zoning, subdivision regulations, and other land use controls.

3. Access to the resources of a regional office including drafting, mapping, and geographic information systems support; planning related research.

4. Specialty training for planning commissions, boards of zoning appeal and local administrators; assistance in providing information on planning activities and interpreting planning programs and activities to the public through meetings and conferences, news releases and presentations before various groups.

5. Advice and assistance on all matters relating to state, federal, and regional programs that affect planning and implementation for the locality.

**B.** Payment for services provided by ETDD to Campbell County, Tennessee, will be based on the agreed-upon activities requested in Section II.A. For the purpose of providing funds necessary to carry out the provisions of this contract, **IT IS AGREED** that the chief legislative body will pay to ETDD the sum of \$12,375.00 annually, payable in total upon the effective date of this contract, or in bi-annual installments of \$6,187.50, due and

payable on the first day of July 2021 and the first day of January 2021. The contracting community hereby authorizes ETDD to apply on the community's behalf for any eligible funds from State sources to supplement the planning contract amount and to use such grant funds to cover the cost of providing planning services to the community.

- **C.** Either party may terminate this contract by giving written notice to the other party specifying the date of termination, at least ninety (90) days before the termination date. Upon termination of the contract, the obligation of ETDD to conduct and carry on the program agreed to under this Contract shall cease, the financial obligation of the chief legislative body as described in this Contract above likewise ceases. If prepayment has been made by the chief legislative body, ETDD will determine, by prorating, the amount to be refunded.
- **D.** This contract is for a period of twelve (12) months. A new twelve (12) month contract and fee schedule will be presented for FY 2022. Local governments are under no obligation to continue ETDD planning services beyond the dates specified in this contract.
- **E.** In all matters relating to the performance of this contract, the ETDD Executive Director acts for ETDD, and the Mayor acts for Campbell County, Tennessee.

The parties execute this contract through their duly authorized representatives.

For the East Tennessee Development District:

By:

Terrence J. Bobrowski Executive Director East Tennessee Development District

For Campbell County, Tennessee:

By:

Honorable E.L. Morton Mayor, Campbell County

# A Contract Between the

# EAST TENNESSEE DEVELOPMENT DISTRICT

# AND

### CAMPBELL COUNTY, TENNESSEE

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# For the East Tennessee Development District:

By:

Terrence J. Bobrowski Executive Director East Tennessee Development District

For Campbell County, Tennessee:

By:

Honorable E.L. Morton Mayor, Campbell County

# **RECOGNIZE COMMISSIONERS, INTRODUCING RESOLUTIONS AND PROPOSALS FOR DEBATE**

# Commissioners who wish to introduce Resolutions and Proposals for debate: Monday July 19, 2021 Commission Meeting

Commissioner	Торіс
Charles Baird	
Dewayne Baird	<ol> <li>Approval of Separate driveway and fencing for Animal Shelter.</li> <li>Approval of Animal Control Ordinance (with omission of section 7 regarding citations) pg 85-103</li> <li>Next Recreation Committee Meeting July 29, 2021 at 5:00pm</li> </ol>
Johnny Bruce	1. Recognize Jaime Wheeler
Ralph Davis ** funding source to provide for these items is to use a portion of the \$432,321 the county will receive in Local Support Grant Funds from the State of Tennessee in	<ol> <li>Building a new entrance road to access the animal shelter to segregate animal shelter traffic from sanitation traffic which will serve to improve traffic flow, promote public safety and improve overall site security.</li> <li>Install fencing between the new animal shelter entrance and the convenience center.</li> <li>Seek quotes for 2inch water meter and bid for lines.</li> <li>Relocation of the existing scales to the south side of the existing recycling center building thus segregating the vehicle traffic to be weighed from regular residential traffic not required to be weighted which in turn will improve traffic flow and promote public safety.</li> <li>Pave the parking lot and other areas adjacent to the recycling center to facilitate the flow and directional control of surface run- off water and to limit the accumulation of dirt and dust in the</li> </ol>
2021-2022	<ul> <li>roadways and parking areas at the Towe String facilities.</li> <li>6. Relocation of the existing attendant building to better facilitate the ability of the attendant to perform the multi-function of directing traffic and operating the compactors while maintaining the ongoing flow of public traffic in a safe and efficient manner.</li> <li>7. to make improvements at the other convenience center sites to accommodate the new compactors</li> <li>8. Motion to approval installation of Riff Raff.</li> <li>9. Concrete Pad for burn center.</li> <li>10. Approval for Sanitation vehicle/equipment surplus (as listed under Other Matters)</li> </ul>

Michael Douglas	
Whit Goins	
Robert Higginbotham	Retirement recognitions.
Tyler King	
Scotty Kitts	
Cliff Kohlmeyer	
Lisa Lester	
Zach Marlow	
Sue Nance	
Rusty Orick	
Scott Stanfield	

# ANIMAL CONTROL AND PROTECTION RESOLUTION AND ORDINANCE BOARD OF COMMISSIONERS CAMPBELL COUNTY, TENNESSEE

#### June 2021

#### **Board of commissioners Animal Control Committee**

#### PURPOSE AND INTRODUCTION

This Resolution and Ordinance provides for the control, care, and protection of animals within Campbell County, and for the protection of the public. It provides penalties for the violation of the provisions set forth herein.

The Campbell County Animal Shelter shall deal with the protection as well as the control of animals throughout Campbell County. The objectives of the county-wide animal shelter are to discourage the breeding of cats and dogs and encourage spaying and neutering as well as to promote an effective adoption program to place animals in a comfortable home.

#### Section II - The Sheltering Facility:

The Campbell County Animal Shelter shall provide the most comfortable, stress-free environment possible for animals and function as the nucleus of a community's animal care and control program. The staff shall provide quality care for the animals in its charge, making every effort to provide a safe, comfortable, and healthy environment. The shelter must be accessible to the public and serve the community.

#### **Section III – Policies:**

The following duties shall be included in an effective and humane field service program:

- 1. Accept stray and nuisance animals.
- 2. Maintain clean, healthy, comfortable, and safe environment for the animals.
- 3. Hold stray animals turned in by public for three (3) operating days, including Saturday.
- 4. Establish adoption standards.
- 5. Provide humane treatment of animals while in the county's custody.
- 6. Identify and return lost pets within a reasonable amount of time.
- 7. Quarantine bite animals for rabies observation.
- 8. Enforce Tennessee state laws and local ordinances related to animals.

9. Humanely euthanize terminally sick or injured animals or dogs which pose a threat to public safety.

- 10. Open the shelter to the public after morning cleaning and feeding of impounded animals.
- 11. Clean and disinfect kennels, feed bowls, and water bowls daily.
- 12. House dogs and cats separately.
- 13. Inspect animal establishments that are required to have a permit.
- 14. Issue citations to persons found violating regulations set forth in this ordinance.

15. Remove animals that are deemed immediate danger to the public or are severely neglected or abused in the opinion of the Animal Control Officer.

#### Section IV - Animals - Restraint Required:

Owners shall exercise proper care and control of their animals to prevent them from becoming a public nuisance, or danger to people, property, or other animals.

Sporting/working animals are exempt from this provision while actively participating in their sport or working event for which they are trained or being trained. All sporting/working animals shall be restrained while not actively engaged in events and while being transported to or from these events and must comply with all other regulations.

Dangerous animals, as determined by the Campbell County Animal Control Officer(s), shall be restrained as covered in Section XV.

#### Section V - Vaccinations:

Any person who owns a dog or cat four months of age or older must have the animal vaccinated against rabies by or under the supervision of a licensed veterinarian. Each animal must be issued a certificate of vaccination and an identification tag. This tag must be worn by dogs at all times unless otherwise deemed a risk to the animal by a licensed veterinarian. This rabies tag can also be used to find owner of lost animal.

#### Section VI – Impounding:

(a) Animal Control Officer is authorized to impound stray dogs and cats if animal is running at large causing a nuisance, or injury to property, or injury to other animals or to the public. Any animal which the animal control officer seizes may be impounded in the animal shelter and confined in a humane manner. Identifiable animals may be returned directly to the owner. Community cats may be impounded for the sole purpose of sterilization, vaccination, and return to the same location. If the animal has an injury or physical condition which causes the animal to suffer and which cannot be relieved, then the animal control officer may euthanize the animal. Any ear-tipped cat trapped by an Animal Control Officer will be released at the location the cat was trapped, provided the cat is healthy.

(b) If the dog or cat is wearing a rabies vaccination tag, is microchipped, or is wearing other identification, all reasonable effort shall be made to notify owner who is required to appear within five (5) operating days to redeem the animal. If no owner is found after five (5) days, the animal becomes sole property of the animal shelter.

(c) Animals without a form of identification shall become the property of the Campbell County Animal Shelter after (3) three days. The disposition of Campbell County animals will be determined by shelter officials and may be transferred to a rescue organization or offered for adoption.

(d) Every owner reclaiming an impounded animal which is subject to the terms of this ordinance may be required to pay all redemption fees to the Campbell County Animal Shelter. Proof of a valid rabies vaccination shall be required before any dog or cat is released. If no proof of rabies vaccination is shown, a rabies voucher must be purchased from a licensed veterinarian before the animal is released to owner.

(e) An owner reclaiming an impounded animal may be required to pay the designed fee(s) for each day the animal has been impounded. An owner reclaiming a repeated impoundment occurring within twelve (12) months may be charged double.

(f) Dogs and cats which have bitten someone shall be quarantined for (10) ten days from the bite (location and condition will be determined by the Animal Control Officer). Any owner who fails to properly quarantine his/her animal is subject to citation for violation of this section, and the animal shall be moved to the animal shelter for the remainder of its quarantine period. If owner is unavailable or incapable of quarantining the animal, it will be brought into the shelter to be quarantined for the prescribed period at the owner's cost.

(g) In addition to, or in lieu of impounding an animal found at large, the animal control officer may issue to the known owner of the animal a notice of violation.

(h) The animal shelter shall keep complete and accurate records of the care, feeding, veterinary care, and disposition of all animals impounded at the shelter for a minimum of three (3) years.

(i) A contaminated animal brought into Campbell County Shelter by an officer, the owner may be charged an additional fee to detox the animal.

(j) Disposition: Animals which are the property of the Campbell County Shelter shall be given a live disposition if possible, such as adoption, transfer to an animal rescue organization, or return to field for

community cats. An animal may be euthanized as a last resort, or if the animal is terminally sick/injured and not treatable, or if the Campbell County Shelter director determines the animal jeopardizes public safety and no organization is willing to accept a transfer of ownership. Euthanasia requires documentation supporting the decision and shall be kept on file for at least three years.

#### Section VII – Issuance of Citations:

In addition to, or in lieu of impounding an animal, the Campbell County Animal Control Officer, or other law enforcement officer, may issue a citation to the owner of an animal specifying the section or sections of this Ordinance so violated and identifying the specific nature of the violation. Such violation may impose upon the owner the obligation to appear and answer charges specified in the citation in General Session Court at Jacksboro Courthouse. The time, date, and location shall be noted on citation.

The Animal Control Officer may issue a violation notice to animal owner if proof of rabies vaccination cannot be provided on animal. The violation notice will stipulate a compliance date and associated fee and late fee, as well as a waiver provision, providing that the person to whom the violation notice, waives all right to protest such violation and waivers all rights to a hearing on the issues relating to that violation. This citation can be paid at the Campbell County General Sessions Court. Proof of compliance must be provided to the General Sessions Court before accepting payment of the citation.

#### Section VIII – Confinement of Animals When in Heat:

Every female dog or cat in heat shall be confined in a building or secure enclosure in such manner that such female dog or cat cannot come in contact with another animal except for a planned breeding.

#### Section IX - Humane Treatment of Animals:

(a) All animal owners shall provide their animals with wholesome food and water, adequate shelter as defined herein, veterinary care when needed to prevent suffering, humane care and treatment.

(b) If any animal is restrained by a chain, tether or similar restraint, it shall be designed and placed to prevent choking or strangulation. Such chain or restraint shall not be less than ten (10) feet in length, and either on a swivel designed to prevent the animal from choking or strangling itself or else on a chain run.

No person shall allow a dog to be tethered:

- 1. unattended without constant access to adequate shelter as defined herein and clean, potable water;
- 2. by a tether the length of which allows the dog to cross the property line of the property on which it is tethered;

- 3. using a logging chain, tow chain, or other tether that causes injury to the dog because of the material of which it is made or because of the size or weight of the tether;
- 4. by attaching the tether to the dog by a collar that is of a material not designed as a dog collar, that is ill-fitting, or by means of a choke, pinch, or prong collar; or
- 5. in an area likely to cause injury to the dog because of entanglement or because of surrounding structures.

No person shall leave a dog outside unattended during extreme weather.

(c) No owner shall abandon any animal. Abandonment consists of leaving such animal for a period in excess of twenty-four (24) hours, without providing for someone to feed, water, and check on animal's condition. No owner shall leave an animal by a roadside or other area or leave such animal on either public or private property without the property owner's consent. In the event that an animal is found so abandoned, such animal may be captured by the Animal Control Officer, or Police Officer, and be impounded in the Campbell County Animal Shelter. In the event that an animal is so abandoned, the owner or the person(s) having responsibility for the animal's care, shall be subject to a citation for violation of this section. A community cat shall not be considered to be abandoned.

(d) No person shall neglect, beat, cruelly ill-treat, or torment any animal or cause or permit any dogfight, or other combat between animals. For the purposes of this paragraph, neglect, cruel, ill-treatment, and torment of an animal shall be defined as a failure by a person to adhere to the requirements and provisions of subparagraphs (a) (b) (c) and (d) of this section.

(e) In the event there is probable cause to suspect that an animal is being beaten, cruelly ill-treated, neglected or tormented or involved in a dogfight, or other combat, custody of such animal may be taken by the Campbell County Control Officer, or Police Officer, and impounded in the Animal Shelter. The Animal Shelter shall hold the animal pending the court's ruling on the disposition of the animal.

(f) Upon finding by a court that the animal has been neglected, beaten, cruelly ill-treated or tormented or involved in a dogfight, or other combat between animals, the animal shall become the property of Campbell County. Any animal observed by an Animal Control Officer or Police Officer to be in immediate danger may be removed from such situation by the quickest and most reasonable means available.

(Section 39-14-202 Cruelty to animals) Animal laws of Tennessee

(g) No person shall give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter, any contest, game, or other competition, as an inducement to enter a place of amusement; or as an

incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

(h) Any person operating a motor vehicle and strikes a domestic animal shall stop at once and render such assistance as may be possible and shall immediately report such injury or death to animal's owner. In the event the owner cannot be ascertained or located, such operator shall at once report the accident to the Campbell County Animal Shelter or 9-1-1.

#### Section X - Poisons:

No person shall place any poisonous substance in any location which may be harmful to any domesticated animal where it may be readily found and eaten by such animal.

#### Section XI – Adoption of animals from the Campbell County Animal Shelter:

Once an animal becomes the property of Campbell County Animal Shelter it may be adopted by a member of the public in accordance with current adoption policies as enacted by the director of the animal shelter, including the payment of an adoption fee. Any individual taking an unaltered dog or cat from the shelter must comply with applicable ordinances and policies relating to unsterilized animals.

# The animal shelter shall use its best efforts to adopt out or transfer to a rescue organization any animal that is fit for placement.

#### Section XII - Exhibitions of Wild or Dangerous Animals Prohibited:

No person shall own, possess, or have custody on his/her premises any wild or dangerous animal for display, training, or for exhibition purposes, whether gratuitously or for a fee.

This may be permitted with the appropriate state and federal licenses that apply.

### Section XIII - State Law Prohibits Keeping of Wild Animals:

(a) Unless properly licensed by a state or federal authority, no person shall own, possess, or have custody on his/her premises any wild or dangerous animal for display, training, or exhibition purposes, weather gratuitously or for a fee.

(b) No person shall keep or permit to be kept any wild animal as a pet.

(c) The Campbell County Animal Shelter shall have the authority to release or order the release of any infant wild animal under temporary permit that is deemed capable of survival.

#### Section XIV - Animal Waste:

The owner of every animal shall be responsible for the removal of any excreta deposited by his/her animal(s) on public walks, recreation areas, or private property.

#### Section XV - Dangerous Animal:

Definitions:

Attack means an unprovoked attack in an aggressive, terrorizing, or threatening manner on a human in which the victim suffered a physical injury, including but not limited to a scratch, abrasion, or bruise: or on a domesticated animal that causes death or injury that requires veterinary treatment.

**Confined** means securely confined indoors in a securely enclosed and locked pen, structure, fence, or otherwise, upon the premises of the owner of such animal, or within an automobile or other vehicle by whomever owns animal. However, under no circumstances is an electronic or similar fence sufficient to confine a dangerous animal.

**Dangerous animal** means any animal that has been designated as such by the Campbell County general sessions court. No animal shall be deemed dangerous solely on the basis of breed, weight, size, or appearance.

**Proper enclosure** means a place in which the animal is securely confined indoors or in a securely enclosed and locked pen or structure with a top to prevent children from entering and designed to prevent the animal from escaping and also provide protection from the elements. The enclosure shall be of suitable size for the animal.

#### Properly restrained means:

1. Controlled by a competent able-bodied person by means of a chain, proper leash, or other like device not to exceed six feet in length;

2. Secured within a vehicle being driven or parked. Proper restraint would not allow the animal to escape the confines of the vehicle or have access to persons outside the vehicle.

3. Kept within a proper enclosure that is suitable for the size of the animal.

**Provocation** means that the threat, injury, or damage caused by the animal was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner

of the animal, or was tormenting, abusing, or assaulting the animal, or was committing or attempting to commit a crime.

**Severe inju**ry means any injury in which the victim suffers pain as a result of an attack by an animal and which includes any broken bone, bleeding, or death on the part of the victim.

#### Citations.

1. If an animal control officer or a law enforcement officer has investigated and

determined there is probable cause to believe the animal is dangerous, a citation will be issued for the owner to appear in general sessions court. At that time the animal may be seized and impounded at the Campbell County Animal Shelter until a hearing date can be established, as soon as feasible, by the general sessions judge. All incurred cost shall be paid by the owner.

2. The general sessions court shall designate an animal "dangerous" if the court finds, upon a preponderance of the evidence, that the animal:

A. Has engaged in any behavior when unprovoked that reasonably would have required a person to take defensive action to prevent bodily injury, or

B. Has when unprovoked attacked a person or domestic animal.

3. No animal may be declared dangerous as a result of injury or damage if, at the

time the injury or damage occurred:

A. If the person who was injured was committing a willful trespass or other tort upon the premises occupied by the owner of the animal; or

B. If the person was teasing, tormenting, or assaulting the animal; or,

C. Was committing or attempting to commit a crime; or,

D. The animal was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack; or,

E. Injury or damage was sustained by a domestic animal which, at the time of the injury or damage, was teasing, tormenting, abusing or assaulting the animal.

4. Upon designating an animal as "dangerous", the general sessions court shall impose such additional restrictions on the owner as are appropriate under the circumstances of the case. The general sessions court shall reduce such restrictions to writing and have them served on the respondent.

5. It shall be unlawful for any person who is subject to any such restrictions to fail to

comply with such restrictions.

6. It shall be unlawful for any person whose animal has been deemed "dangerous" to

transfer ownership of such animal to another person without;

A. Having advised such a person in writing the animal has been deemed dangerous, or,

B. Having advised such other person in writing of the restrictions that have been placed upon the animal: or,

C. Having notified the Campbell County Animal Shelter in writing (seven days) prior to such transfer of the name, address and telephone number of the proposed new owner, the proposed new location of the animal and the name and description of the animal.

#### Notice of Designation.

If the owner of the animal is absent when the hearing is conducted, such owner shall be notified by the general sessions court in writing of the decision and any restrictions imposed upon the owner, either personally through the Campbell County Animal Shelter or by first-class mail, postage prepaid. If the animal is declared "dangerous, the owner shall comply with all restrictions imposed herein and the general sessions court within the time period to be specified by the general sessions court at the time the restrictions are imposed.

#### Impoundment and abatement of dangerous animal.

1.If upon investigation it is determined by an animal control officer or law enforcement officer that probable cause exists to believe an animal poses an immediate threat to public safety, then the animal may be seized immediately and impounded at the Campbell County Animal Shelter pending a hearing to be held pursuant to this article.

2. Any animal control officer may impound a dangerous animal, if such officer has reasonable cause to believe that any of the mandatory restrictions upon the animal are not being followed. The owner shall surrender the animal to the animal control officer or law enforcement officer upon demand. At that time the officer will serve a citation upon the owner for violation of the provisions of this chapter.

3. The dangerous animal will be brought into the Campbell County Animal Shelter. Within 5 days of the owner's original court date, the owner must have satisfied any costs or fees that incurred at the Campbell County Animal Shelter. If the fees are not satisfied after 5 days, the animal will become property of Campbell County Animal Shelter. Additional fees must be satisfied within 5 days of any subsequent court dates.

#### Possession unlawful without proper restraint; failure to comply with mandatory restrictions.

1. It is unlawful for a person to have the custody of or own a dangerous animal that is not properly restrained. Owner must be in full compliance with all restrictions placed upon such animal by the general session's court.

2. If a dangerous animal is impounded due to the owner's failure to comply with the restrictions placed upon such owner by the general sessions court, the Campbell County Animal Shelter shall request that the district attorney general for the county file a petition with the circuit court for the destruction of the animal.

3. Nothing in this ordinance shall be construed to limit the county's authority to request that the district attorney general file a petition with the general sessions court of the county for the destruction of any animal in accordance with Tenn. Code Ann. #44-17-120 or to dispose of animals pursuant of any legislative authority whatsoever, including but not limited to,

TCA #44-17-120. Destruction of dog causing death or serious injury to human-Notice to dog's owner

(a) Any dog which attacks a human and thereby causes death or serious injury may be destroyed upon the order of such judge of the general sessions court of the county wherein the attack occurred. Such orders shall be granted on the petition of the district attorney general for the county. The petition shall name the owner of the dog, and the owner shall be given notice as in civil cases, that if the owner does not appear before the court within five (5) days of the receipt thereof and show cause why the dog should not be destroyed, then the order shall issue and the dog shall be destroyed.

#### Mandatory restrictions on dangerous dogs:

1. Once the animal is designated as dangerous by the general sessions court, the following restrictions shall be mandatory upon the owner of such animal:

a. The animal must be confined indoors or confined on the owner's property by a securely enclosed and locked enclosure to prevent the entry of a young child and prevent the animal from escaping.

- 1. The enclosure must be securely anchored to ground and have secure sides and top.
- 2. The secure enclosure must provide proper protection from the elements.

b. The animal shall not be permitted to leave the premises of the owner unless it is properly restrained by a proper leash or led under the control of a person physically capable of totally controlling the animal and the animal must be obedient to that person's commands.

c. The owner must allow inspection of the animal and its enclosure by the animal control officer and must produce upon demand, proof of compliance with such restrictions.

d. In the event that the owner of the animal is a tenant on real property where the animal is being kept, the owner must obtain written permission from the landlord or property owner, to be filed with the animal control, to keep the animal on certain specified premises.

e. Implantation of an identification microchip in animal; the serial number of the identification microchip must be supplied to the Campbell County Animal Shelter.

f. The owner of a dangerous animal shall not permit such an animal to be chained, tethered or otherwise tied to any inanimate object such as a tree, post or building, inside or outside of its fence or proper enclosure.

g. Owner must display a permanently secure sign <u>"WARNING DANGEROUS ANIMAL-KEEP</u> <u>AWAY</u>" clearly visible at all entrances to the owner's premises on which the animal is kept.

h. Requiring the owner of the animal to procure and maintain in effect liability insurance, including coverage of claims arising from the conduct of the animal, in amount of <u>\$50,000.00</u> and to furnish a certificate of insurance to the Campbell County Animal Control. The CCAC is to be notified prior to cancellation or lapse of coverage.

i. Maintaining and updating annually a record maintained with the animal control, contact information, emergency contact persons and phone numbers, landlord, and /or property owner, liability insurance carrier, vaccination status, and other information deemed necessary by animal control.

2. The general sessions court may impose such additional restrictions that it deems necessary.

3. The cost of such restrictions must be paid by the owner.

#### Removal of designation of dangerous animal.

If there are no additional instances within 24 months of the date of designation as a dangerous animal, the animal will automatically be removed from the list as dangerous

#### Change of ownership, custody or location of animal; death of animal.

1. The owner of dangerous animal who moves or sells the animal, or transfers the ownership, custody or

location of the animal, shall notify the Campbell County Animal Control within 7 days prior to the actual transfer of the animal the name, address, and telephone number of the proposed new owner, the proposed new location, name and description of the animal.

2. The owner shall notify any new owner in writing regarding the details of the animal's record and terms and conditions for confinement. The transferring owner shall also provide the Campbell County Animal Control with a copy of the notification to the new owner of the original notification and acceptance of the terms and conditions.

3. If a dangerous animal should die, the owner shall notify the Campbell County Animal Control no later than 72 hours thereafter with verification or evidence of the animal's death.

4. If the dangerous animal escapes, the owner shall immediately notify the Campbell County Animal Control and make reasonable effort to recapture the escaped animal.

5. The owner of the animal that has been deemed dangerous by another lawful body other than Campbell County Animal Control, or an animal that has special restrictions placed against the animal by any governmental entity or agency based upon the behavior of the animal, must notify the Campbell County Animal Control when relocating to Campbell County.

6. Any person relocating a dangerous animal to Campbell County is subject to the restrictions set forth in this article.

#### Penalties.

Any person violating the provisions of this article upon conviction shall be fined \$50.00 and each day of violation shall be deemed a separate violation.

#### Terms.

As used herein, the terms "Campbell County Animal Shelter," "Campbell Co County Animal Control" and Campbell County Animal Officer" each refer to the animal control agency and personnel established by Campbell County Government and shall be interpreted as appropriate to the circumstances.

#### Section XVI - Professional Permits:

(a)Any person, or business that keeps the same 10 dogs and /or cats that are over 6 months age, at the same location over 30 days, shall be required to have a kennel permit. The premises shall be available to

the animal control officer for inspection at reasonable hours. After an application is filed with the Campbell County Animal Shelter, licensing authority shall inspect the facility prior to issuing a permit. The licensing authority may revoke any permit or license if the person holding the permit or license refuses to comply with this ordinance, the regulations promulgated by the licensing authority, or any law governing the protection and keeping of animals. No person who has been convicted of cruelty to animals shall be issued a permit or license to operate animal establishment.

(b) The licensing authority shall promulgate regulations for the issuance of permits and shall include requirements for humane care of all animals and for compliance with the provisions of this resolution and ordinance. The licensing authority may amend such regulations from time to time as deemed desirable for public health and welfare for the protection of animals. (See Section XXI for standards governing the establishment of Kennels).

(c) When an applicant has shown that he/she is willing and able to comply with this Ordinance, the permit shall be issued upon payment of the application fee in compliance with subparagraph (e).

(d) The permit period shall run for one year. Renewal applications for permits shall be made thirty days prior to, and up to sixty days after the start of the year. Applications for a permit to establish a new animal establishment under the provisions of this ordinance may be made at any time.

(e) If there is a change of ownership of an animal establishment, the new owner may have the current permit transferred to his/her name upon payment of a \$10.00 transfer fee.

#### DOGS and CATS

* Kennel authorized to house ten or more but fewer than fifty	\$100.00
* Kennel authorized to house fifty or more	\$150.00
* Pet Shop	\$100.00

(f) Every facility regulated by this Ordinance shall be considered a separate enterprise requiring an individual permit.

(g) No fee may be required of any veterinary hospital.

(h) Failure to obtain a permit before opening any facility covered in this section shall result in a fine of \$500.00.

(i) Any person who has a change in the category under which a permit was issued shall be subject to a reclassification and readjustment of the permit fee. No part of the permit

fee shall be refunded.

#### Section XVII - Standards for Establishing Kennels:

(a) All enclosures housing animals must provide adequate protection against weather.

(b) The food shall be free from contamination, wholesome, palatable, and of sufficient quality and nutritive value to meet the normal daily requirements for the condition and size of the animal.

(c) All animals shall have fresh water available at all times.

(d) All areas housing animals shall be free of accumulated or standing water.

(e) All areas housing animals shall be free of accumulated waste and debris, and shall be maintained regularly as to promote proper health.

(f) All animals housed shall be provided with proper veterinary care to promote good health.

(g) Persons operating a Kennel shall be required to pay an annual registration fee in accordance with the number of animals housed.

(h) At no time shall the number exceed the number covered by the registration fee.

(i) Any person who has a change in category under which a permit was issued shall be subject to a reclassification and readjustment of the permit. No part of the permit fee shall be refunded.

#### Section XVIII - Interference with Enforcement Prohibited:

No person shall in any manner interfere with, hinder, molest, or abuse any officer or individual authorized to enforce the provisions of this Ordinance.

#### Section XIX-Severability:

If any part of this Ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this Ordinance.

# Section XX - Fees and Charges:

Impound/quarantine fees	
First day	\$45.00
Each day following	\$15.00 per day
Second impoundment	\$90.00
Second impoundment daily	\$30.00 per day
Detox Fee	\$25.00 per animal

Any fees including those listed here may be charged at the discretion of the Animal Shelter Director. Additional fees may include but are not limited to vaccinations, microchip, spay/neuter, adoption, etc. Changes in fees charged by the Animal Shelter shall be posted thirty (30) days before they become effective.

### Section XXI - Sterilization:

No dog or cat shall be released for adoption without being sterilized unless the surgery is deemed unsafe for the animal by a veterinarian.

# XXII – Definitions:

Adequate shelter: That shelter which will keep a non-aquatic animal dry, out of the direct path of winds, out of direct sun, and at a temperature that is healthful for the animal. The containment area for the animal shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with waste or debris; shall be free of unsanitary conditions which results in offensive odors or is dangerous to the animal or to public health, welfare or safety; and shall be as free of ticks, fleas, flies, and mosquitoes as possible. A suitable method of drainage shall be provided to rapidly eliminate any excess water or moisture. Aquatic and semi-aquatic animals shall have an adequate amount of clean water in which to move. For dogs outside and unattended as defined herein, adequate shelter shall meet the following minimum standards:

1. The shelter shall be a waterproof and windproof structure of suitable size to accommodate the

dog and allow retention of body heat. It shall be made of durable material with a solid, waterproof floor raised at least three (3) inches from the ground. A doghouse shall not be constructed of metal or any material that readily conducts heat or cold.

- 2. At or below forty degrees Fahrenheit, the structure shall be provided with a sufficient quantity of dry bedding material or other means of protection from the weather that will allow the animal to retain body heat.
- 3. At or above eighty degrees Fahrenheit, each dog must be afforded one or more separate areas of shade large enough to accommodate the entire body of the dog at one time to ensure protection from the direct rays of the sun. A doghouse is inadequate protection from the sun.

Animal: Any non-human living creature, whether domestic or wild.

Animal control Officer: Shall mean person or persons, qualified to perform such duties under laws established by Campbell County or the State of Tennessee in impounding animals, controlling animals running at large, and enforce all regulations in this ordinance.

Animal-at-large: Any animal not lawfully on the owner's/keeper's property or not under the immediate control of a competent person by way of leash or other similar restraining device. Voice command or use of audible signals is not deemed to be sufficient control. Community cats are exempt from animal at large prohibitions.

Animal Shelter: Any facility operated by the Campbell County government for the purpose of impounding animals under the authority of this ordinance or state law for the care, confinement, return to owner(s), adoption, or as a last resort, euthanasia.

Breeder: Any person owning unaltered animals with the intent of selling the animal's offspring

Cat: All members of the domestic feline family four months of age or older.

Commercial Animal Establishment: Any pet shop, grooming shop, kennel, auction, riding school or any other establishment licensed to deal in or with a volume of animals.

Community cat: Any free roaming cat without visibly discernable or microchip identification that may be cared for by one or more residents in the area, known or unknown. Community cats that are ear tipped indicate the animal is sterilized and vaccinated against rabies at least one time. A community cat may also mean a cat that is found outside with no valid identification that is brought to the animal shelter and is not yet sterilized, ear tipped, and rabies vaccinated.

The Campbell County Animal Shelter shall be the designated shelter and will develop rules and

regulations for the program.

Cruelty: To inflict pain or suffering and includes any act of neglect or abandonment.

Domestic Animal: Any animal whose physiology has been determined or manipulated through selective breeding and does not occur naturally in the wild and may be vaccinated against rabies vaccine, and any animal which has an established rabies quarantine observation period.

Dog: All members of the domestic canine family four months of age or older.

Exotic Animal: All species of animals which commonly exist in a natural, unconfined state, are usually not domesticated and can pose a potential physical threat to the public or that is protected by international, federal, or state regulations.

Extreme Weather: Any period in which a severe weather advisory or warning has been issued for the area by the National Weather Service.

Feral: An animal that was domesticated at one time, but now lives in the wild or that have been born in the wild and have not been domesticated.

Fowl: Any wild or domesticated bird.

Kitten: Any domestic feline younger than four months.

License Facility or Kennel: Any facility wherein a person, business, or organization regularly keeps animals and receives compensation for the services or sale of the animals.

Livestock: All farm animals, including but not limited to cattle, horses, pigs, fowl, sheep, goats, and mules.

Neutered Male: Any male that has been surgically sterilized.

Observation period: Ten (10) days following a biting incident during which an animal's health status must

be monitored.

Owner or Keeper: Any person, partnership, or corporation keeping or harboring one or more animals. An animal shall be deemed harbored if it is fed or sheltered for three days or more. A person caring for a community cat(s) shall not be considered the owner or keeper of those cats.

Person: An individual, partnership, association, company, firm, business or corporation.

Performing Animal Exhibition: Any spectacle, display, act, or event other than circuses, in which performing animals are used, commercially or for profit. Not to include dog shows or obedience training not for profit.

Poison: A liquid, solid, or gaseous substance which has an inherent property that kills or destroys life or impairs health.

Pet or companion animal: Any animal kept for pleasure rather than utility; an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

Provoke: To arouse or stir up purposely, to incite or to invoke attack.

Puppy: Any domestic canine younger than four months.

Quarantine: Humane confinement of an animal for the observation of symptoms of rabies, or other disease, in a secure enclosure that prevents the animal from coming into unplanned contact with any other animal or human being.

Rescue organization: Any not-for-profit organization having tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or significant part, the rescue and placement of animals into permanent homes, and which does not breed animals. Animal rescue organizations do not include any entity which 1) is located on the same premises as a person or entity that breeds dogs or cats; 2) routinely obtains dogs or cats from such a person or entity; or 3) facilitates the sale of dogs or cats that were obtained from such a person or entity.

Restraint: For all animals "restraint" means on the premises of the owner, or if off the premises secured by

leash or lead under the control of a person physically capable of restraining the animal and obedient to that person's commands.

Vicious or Dangerous Animal: Any animal (a) with the propensity or inclination to attack unprovoked, to cause injury to, or otherwise to endanger the safety of humans or domesticated pets; (b) which has attacked a human being or domesticated animal without provocation; or (c) which is trained to fight or attack humans or other animals. No animal shall be considered vicious or dangerous solely on the basis of breed, size, weight, or appearance.

Stray Animal: Any animal running at large with no identifiable owner. Community cats shall be exempt from this provision.

Spayed female: Any female animal that has been surgically sterilized.

Unattended: Outdoors and beyond the visual sight and physical presence of the owner, handler, or caretaker for 15 minutes or more.

Vaccination: The injection by a veterinarian or other qualified person of rabies vaccine approved by and administered in accordance with the regulations of the Tennessee State Board of Health.

Wild Animal: Any living member of the animal kingdom, including those born or raised in captivity, except the following: domesticated dogs (excluding hybrids with wolves, coyotes, or jackals), domestic cats (excluding hybrids with ocelots or margays); farm animals, rodents, any hybrid animal that is part wild, and any captive and bred species of common cage birds.

#### **Effective Date**

# This resolution and ordinance shall be in full force immediately upon adoption by the Board of Campbell County Commissioners.

Adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

# **ONGOING BUSINESS**

# ANNOUNCEMENTS