

Board of Commissioners
Carter County, TN
Regular Session
August 17, 2026, 6:00 PM

I. Call to Order

The meeting was called to order by Chairwoman Kelly Collins at 6:00 PM.

II. Courthouse Emergency Egress Plan – Chair Collins

III. Roll Call – County Clerk

Present:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Wes Holtsclaw
Julie Guinn	Charlene Thomas	Thomas Proffitt
Brad Johnson	Donnie Cable	Kelly Collins

Absent:

Danny Deal	Carole Whaley
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Twenty-one (21) present, two (2) absent

IV. Approval of Agenda

Motion by Aaron Frazier, second by Wes Holtsclaw to approve the agenda.

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

V. Opening Prayer – Commissioner Aaron Frazier

VI. Pledge of Allegiance – Commissioner Lisa Childres

VII. Recognition of Elected & Appointed Officials/Guests

VIII. Acceptance of Meeting Minutes from July 20, 2026, Regular Session.

Motion by Aaron Frazier, second by Angie Manning, to accept the minutes from the June 15, 2026, Regular Session.

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Donnie Cable
Nick Holder	Angie Manning	Jason Clawson
Robert Acuff	Gary Kemp	Todd Smith
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Brad Johnson	Charlene Thomas	Kelly Collins

Wes Holtsclaw

Abstain:

Julie Guinn

Lesley Hughes

With nineteen (19) yes votes, two (2) abstain, motion carried.

X. Approved Notaries & Bonds

Motion by Avery Wynn, second by Aaron Frazier to approve the notaries and bonds as presented.

Electronic Vote as Follows:

Yes:

Keith Range

Robert Acuff

Avery Wynn

Nick Holder

Nancy Brown

Julie Guinn

Brad Johnson

Lisa Childress

Lesley Hughes

Steve Burrough

Charlene Thomas

Aaron Frazier

Angie Manning

Donnie Cable

Thomas Proffitt

Gary Kemp

Jason Clawson

Kelly Collins

Jerry Proffitt

Todd Smith

Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

XI. Presentation / Update by Carter County EMS concerning firefighter program

XII. Finance Director Report – Finance Director Carolyn Watson

XIII. Public Comments

XIII. Monthly Committee Reports (specific action items listed for each committee).

A. Budget Committee Reports

1. Motion by Julie Guinn, second by Aaron Frazier to approve payment to Schaus Professional Services for Invoice #80326 in the amount of \$28,348.15.

Electronic Vote as Follows:

Yes:

Keith Range

Gary Kemp

Lesley Hughes

Robert Acuff

Jerry Proffitt

Aaron Frazier

Nancy Brown

Lisa Childress

Thomas Proffitt

Avery Wynn

Charlene Thomas

Kelly Collins

Julie Guinn

Donnie Cable

Wes Holtsclaw

Brad Johnson

Jason Clawson

Steve Burrough

Todd Smith

No:

Nick Holder

Angie Manning

With nineteen (19) yes votes, two (2) no votes, motion carried.

2. Motion by Julie Guinn, second by Jason Clawson to approve the Installation and setup for audio equipment at the courthouse in the amount of \$24,745.00, with #24,745.00 coming from the Unassigned Fund Balance and going to the Buildings and Grounds Budget, contingent on an update proposal and a contract.

Electronic Vote as Follows:

Yes:

Keith Range

Nancy Brown

Brad Johnson

Nick Holder

Avery Wynn

Steve Burrough

Robert Acuff

Julie Guinn

Angie Manning

Gary Kemp	Donnie Cable	Aaron Frazier
Jerry Proffitt	Jason Clawson	Thomas Proffitt
Lisa Childress	Todd Smith	Kelly Collins
Charlene Thomas	Lesley Hughes	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

- 3. Motion by Julie Guinn, second by Aaron Frazier to approve a Resolution of the Board of County Commissioners for Carter county Tennessee, authorizing the issuance, sale, and payment of Four Year Interfund Capital Outlay Notes not to exceed \$795,000.00.**

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Todd Smith
Nick Holder	Angie Manning	Lesley Hughes
Robert Acuff	Gary Kemp	Aaron Frazier
Nancy Brown	Lisa Childress	Thomas Proffitt
Avery Wynn	Charlene Thomas	Kelly Collins
Julie Guinn	Donnie Cable	Wes Holtsclaw
Brad Johnson	Jason Clawson	

No:

Jerry Proffitt

With twenty (20) yes votes, one (1) no vote, motion carried.

- 4. Motion by Julie Guinn, second by Avery Wynn to approve a Change Order to the White Rocks Tower Site Access Road Improvements Project, Engineer’s Project Number 4757, in the amount of \$855,800, bringing the total project to \$1,344,500.00, with \$602,877.81 coming from ARP Funds and \$252,923.00 coming from the Unassigned Fund Balance.**

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

- 5. Motion by Julie Guinn, second by Aaron Frazier to approve county Fund, Budget Amendment 101-2, items 1-10, in the amount of \$306,584.40, with \$301,425.08 coming from reserve accounts and \$2,000.0 coming from the Unassigned Fund Balance.**

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jasn Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

- 6. Motion by Julie Guinn, second by Aaron Frazier to approve Solid Waste Fund, Budget Amendment 116-2, items 1-5, in the amount of \$815,022.45, with nothing coming from reserve accounts and \$811,922.45 coming from the Solid Waste Fund Balance.**

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Bown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

- 7. Motion by Julie Guinn, second by Aaron Frazier to approve Helene BondFund, Budget Amendment 180-2, items 1-6, in the amount of \$741,187.88, with nothing coming from Reserve Accounts and \$741,187.88 coming from the Helene Bond Proceeds.**

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

- 8. Motion by Julie Guinn, second by Aaron Frazier to approve General Purpose School Fund, Budget Amendment 141-1, items 1-5, in the amount of \$1,588,419.00, with nothing coming from Reserve Accounts and \$1,500,000.00 coming from the Unassigned Fund Balance.**

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

- 9. Motion by Julie Guinn, second by Lesley Hughes to approve School Federal Projects Fund, Budget Amendment 141-1, items 1-6, in the amount of \$3,495,207.01, with nothing coming from Reserve Accounts and nothing coming from the Unassigned Fund Balance.**

Electronic Vote as Follows:

Yes:

Keith Range	Nick Holder	Robert Acuff
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Nancy Brown	Gary Kemp	Lesley Hughes
Avery Wynn	Jerry Proffitt	Aaron Frazier
Julie Guinn	Lisa Childress	Thomas Proffitt
Brad Johnson	Charlene Thomas	Kelly Collins
Steve Burrough	Donnie Cable	Wes Holtsclaw
Angie Manning	Jason Clawson	

With twenty-one (21) yes votes, motion carried.

- 10. Motion by Julie Guinn, second by Aaron Frazier to approve Head Start Fund, Budget Amendment 145-1, item 1, in the amount of \$30,000.00, with nothing coming from Reserve Accounts and nothing coming from the Unassigned Fund Balance.**

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

- 11. Motion by Julie Guinn, second by Angie Manning to approve Education Capital Project Fund, Budget Amendment 177-1, items 1 and 2, in the amount of \$1,604,170.43, with nothing coming from Reserve Accounts and \$104,170.43 coming from the Unassigned Fund Balance.**

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

- 12. Motion by Julie Guinn, second by Aaron Frazier to approve the Animal Shelter Monetary Donations in the amount of \$7,096.12**

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

- 13. Motion by Julie Guinn, second by Angie Manning to approve the Animal Shelter Non-Monetary Donations totaling \$150.00.**

B. Financial Management

- 1. Motion by Aaron Frazier, second by Lesley Hughes, to approve the Roan Mountain Recreation Foundation Purchase Requisitions for Entertainment Funding not covered by a State Grant in the amount of \$3,300.00, with funds coming from the Parks and Rec Fund Balance.**

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

- 2. Motion by Aaron Frazier, second by Todd Smith, to approve a contract with Catalis Courts and Land Records LLC for a new software system for the Circuit Court.**

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

- 3. Motion by Aaron Frazier, second by Lesley Hughes to approve a contract between Kellwell Food Management and the Carter County Sheriff's Office and Detention Center for Food Service Products and Consultation.**

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

- 4. Motion by Aaron Frazier, second by Charlene Thomas to approve the Grant Contract between the State of Tennessee, Department of Transportation and Carter County for the TDOT Litter Grant Program.**

Electronic Vote as Follows:

Yes:

Kieth Range	Julie Guinn	Jerry Proffitt
Nick Holder	Brad Johnson	Lisa Childress
Robert Acuff	Steve Burrough	Charlene Thomas
Nancy Brown	Angie Manning	Donnie Cable
Avery Wynn	Gary Kemp	Jason Clawson

Todd Smith	Aaron Frazier	Kelly Collins
Lesley Hughes	Thomas Proffitt	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

- 5. Motion by Aaron Frazier, second by Robert Acuff, to recommend termination of the contract with Schaus Professional Services for convenience and send a 30-day written termination notice per the contract now that the FEMA projects are either fully obligated or in final version review.**

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

Mayor Woodby stated that she wanted to thank Schaus Professional Services for the service they provided after Hurricane Helene. They worked hard to get the county the funds needed to rebuild after the disaster.

- 6. Motion by Aaron Frazier, second by Lesley Hughes to permit the Finance Director to enter into short-term professional services agreements for amounts not to exceed the bud threshold as may be necessary to manage recovery outcomes and assist with project management for highways CAT C Roads and Bridges that are not yet completed, with funding coming from unassigned fund balance.**

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

- 7. Motion by Aaron Frazier, Avery Wynn to approve the Request to Declare County Property as Surplus from the Judge’s Office/Juvenile Services dated 06/12/2026.**

Electronic Vote as Follow:

Yes:

Kieth Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

8. Motion by Aaron Frazier, second by Charlene Thomas to approve the Request to Declare County Property as Surplus to transfer property from Juvenile Services to Circuit Court dated 06/10/2026.

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

9. Motion by Aaron Frazier, second by Gary Kemp to approve the Request to Declare County Property as Surplus from the Finance Department dated 08/04/2026.

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

10. Motion by Aaron Frazier, second by Robert Acuff to approve the Inventory Property Disposition Form from the Trustee's office Dated 07/09/2026.

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

11. Motion by Aaron Frazier, second by Nancy Brown to approve the Request to Declare County Property as Surplus from Solid Waste dated 08/05/2026.

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

12. Motion by Aaron Frazier, second by Avery Wynn to approve the Property Transfer Notification Form to transfer a Hunter Lift from Solid Waste to the Maintenance Department.

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

13. Motion by Aaron Frazier, second by Lisa Childress to approve the Request to Declare Conty Property as Surplus from the Circuit Court dated 07/01/2026.

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

14. Motion by Aaron Frazier, second by Lesley Hughes to approve the Request to Declare County Property as Surplus from the Highway Department dated 07/01/2026.

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

15. Motion by Aaron Frazier, second by Lisa Childress to approve the Request to Declare County Property as Surplus from the Sheriff's Office dated 08/12/2026.

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

16. Motion by Aaron Frazier, second by Gary Kemp to approve the Property Transfer Notification Form to transfer a Dodge Durango from the Medical Death Investigator to the Sheriff’s Office.

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Aaron Frazier
Avery Wynn	Lisa Childress	Thomas Proffitt
Julie Guinn	Charlene Thomas	Kelly Collins
Brad Johnson	Donnie Cable	Wes Holtsclaw

With twenty-one (21) yes votes, motion carried.

XIII. County Attorney Report – Attorney Josh Hardin

Attorney Hardin summarized his report attached.

XIV. Commissioner Comments

Chair Collins reminded everyone that the swearing in will be August 31, 2026, at 3:00 PM. She asked that all commissioners send their committee requests in to the Clerk’s Office before the September 21, 2026, Full Commission Meeting and that the new commissioners meet one (1) hour early to get their phones set up with the Roll Call Program.

After discussion about Data Centers the following motion was made.

Motion by Keith Range, second by Angie Manning to put in place a 1-year Moratorium on all AI Data Centers and Crypto Mining Centers, to investigate the impact on our environment and infrastructure.

There was further discussion with several suggestions on the wording of the motion.

Electronic Vote as Follows:

Yes:

Keith Range	Steve Burrough	Jason Clawson
Nick Holder	Angie Manning	Todd Smith
Robert Acuff	Gary Kemp	Lesley Hughes
Nancy Brown	Jerry Proffitt	Thomas Proffitt
Avery Wynn	Lisa Childress	Kelly Collins
Julie Guinn	Charlene Thomas	Wes Holtsclaw
Brad Johnson	Donnie Cable	

No:

Aaron Frazier

With twenty (20) yes votes, one (1) no vote, motion carried.

XIV. Adjournment

Motion by Aaron Frazier, second by Gary Kemp to adjourn, All in favor, motion carried. Meeting adjourned at 7:52 PM.

AGENDA
Board of County Commissioners
Carter County, Tennessee
REGULAR SESSION
Monday, August 17, 2026 at 6:00 PM

1. Call to Order
2. Courthouse Emergency Egress Plan
3. Roll Call- **County Clerk**
4. Approval of Agenda
5. Opening Prayer
6. Pledge of Allegiance
7. Recognition of Elected & Appointed Officials/Guests
8. Acceptance of Meeting Minutes from the July 20, 2026 Regular Meeting
9. Approval of Notaries & Bonds
10. Presentation/Update by Carter County EMS concerning firefighter program
11. Finance Director Report – **Finance Director Carolyn Watson**
12. Public Comments- 5 minutes per person
13. Monthly Committee Reports (specific action items listed for each committee)

A. Budget Committee:

1. Motion to approve payment to Schaus Professional Services for Invoice #80326 in the amount of \$28,348.15.
2. Motion to approve the Installation and setup for audio equipment at the courthouse in the amount of \$24,745.00, with \$24,745.00 coming from the Unassigned Fund Balance and going to the Buildings and Grounds Budget, contingent on an update proposal and a contract.
3. Motion to approve a Resolution of the Board of County Commissioners for Carter County Tennessee, authorizing the issuance, sale, and payment of Four Year Interfund Capital Outlay Notes not to exceed \$795,000.

4. Motion to approve a Change Order to the White Rocks Tower Site Access Road Improvements Project, Engineer's Project Number 4757, in the amount of \$855,800.00, bringing the total project to \$1,344,500.00, with \$602,877.81 coming from ARP Funds and \$252,923.00 coming from the Unassigned Fund Balance.
5. Motion to approve County Fund, Budget Amendment 101-2, Items 1 through 10, in the amount of \$306,584.40, with \$301,425.08 coming from reserve accounts and \$2,000.00 coming from the Unassigned Fund Balance.
6. Motion to approve Solid Waste Fund, Budget Amendment 116-2, Items 1 through 5, in the amount of \$815,022.45, with nothing coming from reserve accounts and \$811,922.45 coming from the Solid Waste Fund Balance.
7. Motion to approve Helene Bond Fund, Budget Amendment 180-2, Items 1 through 6, in the amount of \$741,187.88, with nothing coming from Reserve Accounts and \$741,187.88 coming from the Helene Bond Proceeds.
8. Motion to approve General Purpose School Fund, Budget Amendment 141-1, Items 1 through 5, in the amount of \$1,588,419.00, with nothing coming from Reserve Accounts and \$1,500,000.00 coming from the Unassigned Fund Balance.
9. Motion to approve School Federal Projects Fund, Budget Amendment 142-1, Items 1 through 6, in the amount of \$3,495,207.01, with nothing coming from Reserve Accounts and nothing coming from the Unassigned Fund Balance.
10. Motion to approve Head Start Fund, Budget Amendment 145-1, Item 1, in the amount of \$30,000.00, with nothing coming from Reserve Accounts and nothing coming from the Unassigned Fund Balance.
11. Motion to approve Education Capital Project Fund, Budget Amendment 177-1, Items 1 and 2, in the amount of \$1,604,170.43, with nothing coming from Reserve Accounts and \$104,170.43 coming from the Unassigned Fund Balance.
12. Motion to approve the Animal Shelter Monetary Donations in the amount of \$7,096.12.
13. Motion to approve the Animal Shelter Non-Monetary Donations totaling \$150.00.

B. Financial Management Committee:

1. Motion to approve the Roan Mountain Recreation Foundation Purchase Requisitions for Entertainment Funding not covered by a State Grant in the amount of \$3,300, with funds coming from the Parks and Rec Fund Balance.
2. Motion to approve a contract with Catalis Courts and Land Records, LLC for a new software system for the Circuit Court.
3. Motion to approve a contract between Kellwell Food Management and the Carter County Sheriff's Office and Detention Center for Food Service Products and Consultation.
4. Motion to approve the Grant Contract between the State of Tennessee, Department of Transportation and Carter County for the TDOT Litter Grant Program.
5. Motion to recommend termination of the contract with Schaus Professional Services for convenience and send a 30-day written termination notice per the contract now that the FEMA projects are either fully obligated or in final version review.
6. Motion to permit the Finance Director to enter into short term professional services agreements for amounts not to exceed the bid threshold as may be necessary to manage recovery outcomes and assist with project management for highways CAT C Roads and Bridges that are not yet completed, with funding coming from unassigned fund balance.
7. Motion to approve the Request to Declare County Property as Surplus from the Judge's Office/Juvenile Services dated 6/12/2026.
8. Motion to approve the Request to Declare County Property as Surplus to transfer property from Juvenile Services to Circuit Court dated 6/10/2026.
9. Motion to approve the Request to Declare County Property as Surplus from the Finance Department dated 8/4/2026.
10. Motion to approve the Inventory Property Disposition Form from the Trustee's Office Dated 7/9/2026.
11. Motion to approve the Request to Declare County Property as Surplus from Solid Waste dated 8/5/2026.

12. Motion to approve the Property Transfer Notification Form to transfer a Hunter Lift from Solid Waste to the Maintenance Department.
13. Motion to approve the Request to Declare County Property as Surplus from the Circuit Court dated 7/1/2026.
14. Motion to approve the Request to Declare County Property as Surplus from the Highway Department dated 7/20/2026.
15. Motion to approve the Request to Declare County Property as Surplus from the Sheriff's Office dated 8/12/2026.
16. Motion to approve the Property Transfer Notification Form to transfer a Dodge Durango from the Medical Death Investigator to the Sheriff's Office.

14. County Attorney Report
15. Commissioner Comments
16. Adjourn

**NOTARES / BONDS
TO BE APPROVED
August 17, 2026**

**David W Bush
Alissa Ann Easley
Thomas R Banks
Monica L Thomas
Cory W Ward
Marketta Peters
Nancy Cooke
Ramona J Potter
Bill Hampton
Leah K McDaniel
Ashley Blevins
Harli Young
Joe Schultz II
Landon David Lingerfelt
Louis James Trivette II
Haley Baird**

Fnd	Acct	Acct	MONTH TO DATE EXP	YEAR TO DATE EXPE
101	51100	County Commission	11,068.85	11,068.85
101	51210	Board of Equalization	6,231.45	6,231.45
101	51300	County Mayor/Executive	24,551.34	24,551.34
101	51400	County Attorney	57.33	57.33
101	51500	Election Commission	27,220.69	31,835.60
101	51600	Register of Deeds	25,293.75	25,293.75
101	51720	Planning	28,562.97	28,748.46
101	51800	County Buildings	55,933.72	55,933.72
101	51900	Other General Administration	6,791.55	6,791.55
101	52100	Accounting and Budgeting	122,060.86	122,086.16
101	52300	Property Assessor's Office	25,471.26	25,471.26
101	52310	Reappraisal Program	25,471.32	25,471.32
101	52400	County Trustee's Office	53,099.89	53,099.89
101	52500	County Clerk's Office	76,876.25	76,876.25
101	53100	Circuit Court	74,550.39	74,550.39
101	53300	General Sessions Court	25,869.92	25,869.92
101	53400	Chancery Court	34,139.42	58,304.06
101	54110	Sheriff's Department	485,303.35	508,204.12
101	54210	Jail	272,498.24	291,831.53
101	54240	Juvenile Services	8,650.37	8,650.37
101	54420	Rescue Squad	64,788.42	64,788.42
101	54490	Other Emergency Management	18,854.77	19,159.86
101	54510	Inspection and Regulation	277.96	277.96
101	54610	MEDICAL DEATH INVESTIGATOR	645.90	645.90
101	54900	Other Public Safety	222.08	222.08
101	55110	Local Health Center	43,207.58	43,207.58
101	55120	Rabies and Animal Control	44,616.76	48,307.50
101	55130	Ambulance/Emergency Med Serv.	73,971.25	73,971.25
101	57900	Other Agriculture and Natural	1,000.00	1,000.00
101	58300	Veterans' Services	4,260.06	4,260.06
101	99110		16,412.55	16,412.55
101	-----	General	1,657,960.25	1,733,180.48
Grand Expense Totals			1,657,960.25	1,733,180.48

Number of Accounts: 428

***** End of report *****

Fnd	Acct	Acct	MONTH TO DATE EXP	YEAR TO DATE EXPE
116		Solid Waste/Sanitation		
116	55732	Convenience Centers	3,401.71	4,945.98
116	55751	Recycling Center	15,667.31	21,471.88
116	55754	Landfill Oper. & Maintenance	89,379.25	126,782.38
116	-----	Solid Waste/Sanitation	108,448.27	153,200.24
			=====	=====
117		Health Department		
117	55110	Local Health Center	1,750.13	1,750.13
117	-----	Health Department	1,750.13	1,750.13
			=====	=====
122		Drug Control		
122	54110	Sheriff's Department	4,000.00	4,000.00
122	-----	Drug Control	4,000.00	4,000.00
			=====	=====
127		American Rescue Plan Fund		
127	58841	ARP Act Grant A	228,126.65	228,126.65
127	-----	American Rescue Plan Fund	228,126.65	228,126.65
			=====	=====
151		General Debt Service		
151	82310	General Government	600.00	600.00
151	-----	General Debt Service	600.00	600.00
			=====	=====
Grand Expense Totals			342,925.05	387,677.02

Number of Accounts: 64

***** End of report *****

		July 2026-27	YEAR TO DATE EXPE
<u>Fnd</u>	<u>Acct</u> <u>Acct</u>	<u>Monthly Activity</u>	
131	61000 Administration	33,626.61	42,731.61
131	62000 Highway and Bridge Maintenance	120,144.52	179,985.86
131	63100 Operation and Maintenance of E	49,344.40	58,600.15
131	65000 Other Charges	1,697.54	1,697.54
131	----- Expense	204,813.07	283,015.16
Grand Expense Totals		204,813.07	283,015.16

Number of Accounts: 58

***** End of report *****

Fnd	Acct	Acct	MONTH TO DATE EXP	YEAR TO DATE EXPE
141	71100	Regular Instruction Program	380,479.72	380,479.72
141	71300	Vocational Education Program	4,491.50	16,515.46
141	72210	Regular Instruction Program	34,709.82	51,720.73
141	72220	Special Education Program	14,944.11	21,867.96
141	72230	Vocational Education Program	12,926.03	19,430.10
141	72250	Technology	29,361.04	45,473.32
141	72310	Board of Education	26,668.00	26,668.00
141	72320	Director of Schools	38,920.53	57,332.47
141	72510	Fiscal Services	1,536.00	1,536.00
141	72610	Operation of Plant	22,723.02	29,613.56
141	72620	Maintenance of Plant	45,115.76	102,744.08
141	72710	Transportation	44,939.96	73,331.00
141	73300	Community Services	1,682.60	2,523.90
141	73400	Early Childhood Education	760.88	1,141.32
141	76100	Regular Capital Outlay		13,999.00
Grand Expense Totals			659,258.97	844,376.62

Number of Accounts: 164

***** End of report *****

			MONTH TO DATE EXP	YEAR TO DATE EXPE
Fnd	Acct	Acct		
142	72130	Other Student Support	1,196.00	1,196.00
142	72210	Regular Instruction Program	17,338.08	25,889.01
142	72230	Vocational Education Program	487.70	487.70
Grand Expense Totals			19,021.78	27,572.71

Number of Accounts: 11

***** End of report *****

				MONTH TO DATE EXP	YEAR TO DATE EXPE
<u>Fnd</u>	<u>Acct</u>	<u>Obj</u>	<u>Obj</u>		
73100			Food Service		
143	73100	---	Food Service	68,616.87	80,221.09
Grand Expense Totals				68,616.87	80,221.09

Number of Accounts: 36

***** End of report *****

Fnd	Acct	Obj	Obj	MONTH TO DATE EXP	YEAR TO DATE EXPE
145	72610	---	Operation of Plant	2,019.19	2,019.19
145	73400	---	Early Childhood Education	9,514.54	14,271.81
Grand Expense Totals				11,533.73	16,291.00

Number of Accounts: 17

***** End of report *****

Carter County ARP Project Funding Report**2022-2026****County Fund #127****As of 7.31.2026**

	Date	Acct #	
Funds Received			
1st Installment	5/25/2021	47401	5,476,645.50
2nd Installment	6/9/2022	47401	5,476,645.50
Total Funds Received			10,953,291.00
Funds Expensed To Date:			
Land and Building 300 N Main St			295,000.00
Live Stream Equipment			19,387.60
First Utility - Dry Hollow Water Line Project (Revised)			307,859.09
Hampton Volunteer Fire Department			150,000.00
County Employee Premium Pay / Bonus and related exp.			477,395.00
Central Volunteer Fire Department			150,000.00
Elk Mills Volunteer Fire Department			150,000.00
Roan Mountain Volunteer Fire Department			150,000.00
Watauga Volunteer Fire Department			150,000.00
West Carter Volunteer Fire Department			150,000.00
Stony Creek Volunteer Fire Department			150,000.00
Carter County 911 - Mobile Ready Emergency Center			47,375.00
AEDs			5,699.94
First TN Development Administration Fee			12,150.00
High Country Communications - Radio Communications			48,660.00
Carter County Rescue - purchase of new truck			222,000.00
TDEC Payments Made (90% Reimbursement Requested)			45,251.10
ARC Grant Administrative Fee			12,500.00
Blevens Hollow Bridge Project, 1st Utility District			60,000.00
Broadband Implementation			1,675,628.28
Trustee Office NextGen Software and Workstations			23,320.68
Peters Hollow Water Project (additional allocation for TDEC)			126,629.50
Health Department			127,700.00
White Rock Tower Engineering and Road Construction			569,700.00
CBDG Grant Match for Volunteer Fire Depts			62,758.00
Total Expensed as of 7.31.2024:			5,189,014.19
Remaining ARP Funds Balance at 07.31.26:			5,764,276.81
Funds Encumbered			
Overage form Estimated Broadband Project			179,671.72
Administration Fee			297,206.09
Carter County Jail - HVAC System Unused Funds			126,000.00
Danner Bridge Project, 1st Utility District			15,000.00
Laurals Water Line Project			75,000.00
TDEC - Additional Match			561,202.90
Radio Communications Project			4,510,196.10
Current Encumbrances:			5,764,276.81
Total ARP Funds Requested Surplus/(Deficit)			-

Current Available Remaining Funds \$ 476,877.81

Carter County
General Fund 101
Estimated Unassigned Fund Balance Worksheet
August 2026

Estimated Fund Balance as of June 30, 2026 16,274,725.28

Helene Flood Emergency Spend

June Includes items obligated and spent in July without a PO 26,185.40

Does not include PO's Covered by HEAL Loan or Bond Issue

Estimate of Fund Reserve Calculation (5,308,797.89)
(Includes both payroll and nonpayroll estimated expenses for 3 months)

Current Proceeds from FEMA/TEMA/USDA

Estimated Running Fund Balance 10,992,112.79

Note: 1) PO's for prior months of emergency spend have been entered into Skyward and are reflected as obligated fund balance even if the invoices have not been paid.

Note: 2) PO's for NRCS Bank Stabilization will be funded by the USDA

Note: 3) PO's and Invoice Payments related to county road repairs are taken for the bond issue proceeds not fund balance and shown separately on the emergency spend report.

Note: 4) Fund balance amount includes the money received from the Governor's Grant less the amount in reserve for the Hazzard Mitigation matching fund estimates.

Carter County, Tennessee				
Finance Department				
Report on Recent Bids				
Fiscal Year Ending June 30, 2027				
Office/Dept.	Description of Items/Services	Bid Opening Date	Bid Awarded to	Bid Price \$
School	ITB - Hampton High School Sports Complex Press Box	May 7, 2026	Elkin Rowe	\$100,975.00
School	ITB - Hampton High School Metal Canopies	May 28, 2026	Baird and Wilson Sheetmetal Inc.	\$259,430.00
Highway	ITB - Carter County Highway Department Guardrail Bid 26-27	June 2, 2026	Highway Markings, Inc.	See Finance
County	ITB - Carter County Gasoline and Diesel Fuel Bid Delivered 2026-2027	June 2, 2026	Tartan Oil LLC	See Finance
County	ITB - Carter County Vehicle/Equipment Tire Bid Delivered 2026-2027	June 9, 2026	Southern Tire Mart LLC	See Finance
County	RFP - Carter County TN Sheriff's Office - Body Worn Camera System	June 12, 2026	Not Awarded Yet	N/A
County	RFP - Food Management Services for the Carter County Detention Center	June 26, 2026	Kellwell Food Management Company	See Finance
Highway	ITB - Carter County Highway Department Additional Shell Stone and Backfill Material Bid 2026-2027	July 9, 2026	Slagle Construction	\$100 Per load
Highway	ITB - Carter County Highway Department Debris Disposal Site Bid 2026-2027	July 9, 2026	Slagle Construction	\$800 Per month
County	RFP - Carter County Solid Waste - Transfer Station Concrete Floor Renovation	August 5, 2026	Not Awarded Yet	N/A
County	RFP - Carter County Solid Waste - Transfer Station Metal Shelf	August 5, 2026	Not Awarded Yet	N/A
Schools	ITB - HHS Metal Cladding	August 13, 2026	Not Awarded Yet	N/A
Highway	RFP - 19E and 143 Off Roads Repairs	August 27, 2026	Not Awarded Yet	N/A



Wait Till You Hear What We See

TELECOMMUNICATIONS SERVICE

Adrian Watkins
193 Echo Drive
Elizabethton , TN. 37643

TN LIC # 1449

Telephone (423)543-1113
Fax (423)543-1165

Telecommunications Service is pleased to have the opportunity to propose the following:

Installation and setup for audio equipment at courthouse

Equipment as follows:

Alfatron IP Video Encoders

Alfatron IP Video Decoders

Alfatron DSP1616Audio Interface

Alfatron 25x Zoom 4k camera

2 Channel Audio Amplifier (Vanco or Equivalent)

16 Port POE+ Network Switch with SFP ports

4 Port Router

11" IPAD and Case

Purchase Price \$ 24,745.00 +tax certificate

We appreciate your time and look forward to serving all your communications needs, now and in the future.

ACCEPTANCE OF TERMS OF PROPOSAL _____	DATE _____
(423)543-1113FAX (423)543-1165	TELECOMMUNICATIONS SERVICE
e mail sales@tcstn.net	193 ECHO DRIVE
	ELIZABETHTON,TN.37643

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, AUGUST 17, 2026

RESOLUTION NO. 910

"A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS FOR CARTER COUNTY TENNESSEE, AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF FOUR YEAR INTERFUND CAPITAL OUTLAY NOTES NOT TO EXCEED \$795,000."

WHEREAS, the Board of County Commissioners for Carter County, Tennessee, (the "Local Government") has determined that it is necessary and desirable to issue capital outlay notes in order to provide funds for the following public works project: purchase of Landfill equipment in the form of two vehicles comprised of one (1) new 2026 or better Stowers Cat 725 Articulating Haul Truck, and one (1) new 2026 or better Stowers Cat 323 Excavator (the "Project"); and

WHEREAS, the Governing Body has determined that the Project is a public works project within the meaning of the Act (as defined below); and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Carter County, Tennessee, meeting in regular session on this the 17th day of August, 2026, with a lawful quorum of said Board being present and with a majority voting in the affirmative as follows:

Section 1. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed seven hundred ninety-five thousand dollars (\$795,000.00) (the "Notes"). The Notes shall be designated "Four Year Interfund Capital Outlay Notes, Series 2026"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed zero percent (0%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. The Notes shall mature four (4) fiscal years after the fiscal year of issuance and, unless otherwise approved by the Comptroller of the Treasury or Comptroller's designee, the Notes shall be amortized through mandatory redemption in amounts reflecting level debt service on the Notes or an equal amount of principal paid in each fiscal year as is agreed upon by the chief executive officer and the Purchaser. The principal amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be fifteen(15) years.

Section 3. The Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount as determined with the purchaser.

Section 4. The Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the Notes, the full faith and credit of the Local Government is irrevocably pledged, and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

Section 5. The Notes shall be executed in the name of the Local Government; shall bear the signature of the chief executive officer of the Local Government and the signature of the recording officer of the Local Government and shall be payable as to principal and interest at the office of recording officer of the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the official designated by law as custodian of the funds of the Local Government. All proceeds shall be paid out for financing the Project pursuant to this Resolution and as required by law.

Section 6. The Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument or transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an

interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof as determined by the chief executive officer.

Section 8. The Notes shall be issued as an interfund loan from the General Debt Service Fund 151 to the Solid Waste Fund 116, as authorized via T.C.A. § 9-21-408.

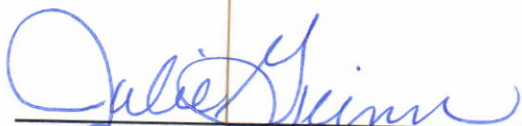
Section 9. The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller's Designee's written approval for the sale of the Notes.

Section 10. The chief executive officer is authorized to designate the Notes as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986 if so eligible to be designated.

Section 11. After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller's designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes"). If the Comptroller of the Treasury or Comptroller's designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's designee.

Section 12. All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

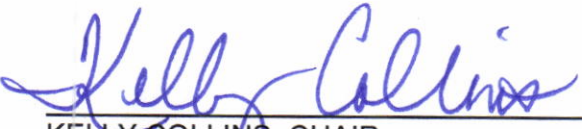
Approved by the Budget Committee on August 10, 2026.


Committee Chairperson

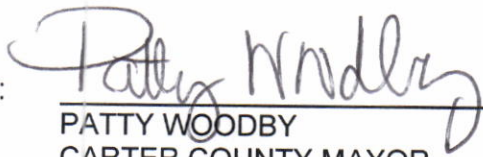
Adopted this 17th day of August, 2026.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

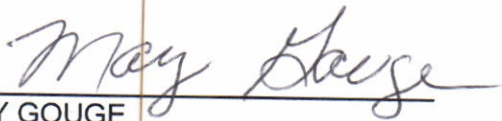
APPROVED:

By: 
KELLY COLLINS, CHAIR
BOARD OF COUNTY COMMISSIONERS

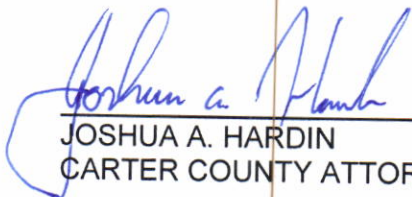
APPROVED:

By: 
PATTY WOODBY
CARTER COUNTY MAYOR

ATTEST:


MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:


JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

Attachment 1
CAPITAL OUTLAY NOTE FORM

Registered Note No. 1

Registered \$ 795,000.00

Carter County
of the State of Tennessee
Capital Outlay Notes, Series 2026

DATED: August 17, 2026

INTEREST RATE: 0%

MATURITY DATE: August 17, 2030

Registered Owner: Carter County, Tennessee
Principal Sum: \$795,000.00

The Board of County Commissioners of Carter County, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on August 2, 2027 and thereafter the same day of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the Local Government. Both principal of and interest on this note are payable at the office of the Of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

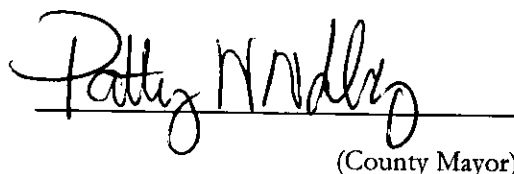
This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting on the 17th day of August, 2026 (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

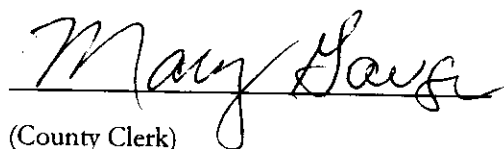
Pursuant to Tenn. Code Ann. Section 9-21-117, this note and interest thereon are exempt from all state, county, and municipal taxation except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the manual signature of the County Mayor and attested by the manual signature of the County Clerk with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the 17th day of August 2026.


(County Mayor)

ATTESTED:


(County Clerk)

ASSIGNMENT

Note No. _____

Amount: \$ _____

For value received, the undersigned hereby sells, assigns, and transfers unto

(Name and Address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____
attorney-in-fact, to transfer the same on the note register in the office of the _____
_____ or the agent of the Local Government with full power of substitution in the premises.

Date: _____

Assignor: _____

Address: _____

Randy W. Beckner
Bradley C. Craig
Wm. Thomas Austin
James B. Voso
Chad M. Thomas
Jason A. Carder
Brian R. Newman
D. Jason Snapp
Ryan P. Kincer



Edwin K. Mattern, Jr. (1949-1982)
J. Wayne Craig (1940-2024)
Gene R. Cress (1935-2014)
Sam H. McGhee, III (1940-2018)
Stewart W. Hubbell (Retired)
Michael S. Agee (Retired)
Steven A. Campbell (Retired)
Randy L. Dodson (Retired)

August 5, 2026

Carter County Tennessee
County Commission

Re: White Rocks Tower Site Access Road Improvements – Change Order 1
Carter County, TN
Commission No. 4757

Dear Commission:

As previously identified, the White Rocks Tower Site Access Road Improvements project requires additional funding due to unforeseen quantity overruns. We have reviewed the current project conditions and completed work and offer the following Change Order as a result of that review and discussions with the contractor.

Project Background

The purpose of this project is to improve existing United States Forest Service (USFS) roads so radio tower equipment can be delivered to the White Rocks Tower site. The engineering documents were prepared following a December 2025 field visit, during which the parties (the County, the Engineer, the USFS, and Motorola) identified and agreed upon specific areas for improvement. Once construction began, the use of heavy equipment revealed additional areas of unstable roadbed that must be stabilized before the required equipment can be delivered. Stabilizing these areas will require additional rock material and will result in overruns of the original estimated quantities. The contractor also performed work outside the project plans and specifications without prior authorization or an approved change order. Upon evaluating the site and discussing estimated quantities, the estimated project cost increased to \$1,350,000. This dramatic increase in cost forced the County to issue a Work Stop on June 11, 2026, while the County evaluated the change in scope. After receiving a recommendation, the Commission approved to continue work on the change of scope and estimated costs. The Work Stop was rescinded on June 30, 2026, and the contractor was released to continue work. Little progress has been completed since that date as the contractor claims to be awaiting approval of the Change Order. Our understanding is that the approval to continue work was the County's acceptance of the change in scope for the contractor to continue work while the Change Order was being processed. The contractor was encouraged to continue work along USFS 4315 and USFS 71-2.

Change Order

Based on observed field conditions, work completed to date, and future work identified to be completed, the total project cost is now **\$1,344,500.00**. This estimate is based on agreed upon unit prices and quantities to complete the work identified as necessary to deliver equipment to the project site by the contractor and Motorola.

The Change Order will reduce the quantities of Roadway Excavation and Embankment Construction to zero. Work completed in these areas will be paid for under Roadway Reconditioning. The quantity for Roadway Reconditioning will be increased to include the entirety of USFS 4315, USFS 71-2, and select identified areas for widening along USFS 293 for a total of 10,000 linear feet.

Subbase Grading A (base stone) and Aggregate Surface Course Grading H (surface stone) quantities will be increased to 5,000 tons each. This increase will cover all anticipated rock needs for the entirety of the project.

Removal, Individual Tree quantity will be increased to 175 total trees with a price reduction to \$400 per tree.

The quantity for Water will be reduced to zero as no water is anticipated to be used on this project.

The Change Order will add one item to the project; Roadbed Reconditioning, per linear foot. This item has been added to compensate the contractor for motor grading and reshaping USFS 293 from damages incurred by the additional heavy truck traffic along this route. The estimated quantity for this item is not to exceed 35,000 linear feet.

Recommendation

In our opinion, the contractor has gone above and beyond the recommended improvements as described in the plans without prior discussion or authorization. As a result, it cannot be proven or disproven that the work that was completed was necessary for the delivery of equipment to the tower site. The Change Order would compensate the contractor for the work completed by increasing the quantities of items included in the original contract. These additional quantities are considered not to exceed amounts and thus will not compensate the contractor for additional quantities beyond what is included in this Change Order. We would recommend payment of quantities that have been or can be confirmed with field measurements or load tickets.

Please contact us if you have any questions or need additional clarification.

Sincerely,
MATTERN & CRAIG



Nick VanEss, P.E., PTOE
Project Manager

Approved:
MATTERN & CRAIG



Jason Carder, P.E., PTOE, RSP
Principal

JAC/nrv

CHANGE ORDER NO.:1

Owner: Carter County, Tennessee Owner's Project No.: n/a
 Engineer: Mattern & Craig, Inc. Engineer's Project No.: 4757
 Contractor: Barkers Enterprises LLC Contractor's Project No.: n/a
 Project: White Rocks Tower Site Access Road Improvements
 Date Issued: 8/3/2026 Effective Date of Change Order: Latest Date Below

The Contract is modified as follows upon execution of this Change Order:

Description: Changes in estimated quantities, unit prices, and the addition of an item due to site conditions. Changes to bid items and quantities can be found in the attached spreadsheet. The quantities for roadway excavation and embankment construction will be reduced to zero and work for these areas will now be paid for under Roadway Reconditioning per linear foot. Item number 30302-4000, Roadbed Reconditioning, per linear foot, is included to pay the contractor for maintaining the roadbed of USFS 293 from damage caused by heavy vehicle traffic. Additional quantities are included for work along USFS 293 to be completed after approved plans revisions.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>488,700.00</u>	Original Contract Times: Substantial Completion: <u>July 4th, 2026</u> Ready for final payment: _____
N/A from previously approved Change Orders No. 1 to No. N/A: \$ <u>0.00</u>	N/A from previously approved Change Orders No.1 to No. N/A: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ <u>488,700.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 4th, 2026</u> Ready for final payment: _____
Increase this Change Order: \$ <u>855,800.00</u>	Increase this Change Order: Substantial Completion: _____ days Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>1,344,500.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

_____ (if required)

By: Nick Van Een
 Title: Project Manager
 Date: 8/5/2026

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Accepted by Contractor

BRAN BARKER
8/5/26

Approved by Funding Agency (if applicable)

CHANGE ORDER QUANTITIES ADJUSTMENT

PROJECT: WHITE ROCKS TOWER SITE ACCESS ROAD IMPROVEMENTS
DATE: 8/3/2026

M&C COMM #: 4757
CHANGE ORDER #: 1

Item No.	Description	Unit	Original Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Unit Price	Contract Item Total	Revised Unit Price	Revised Item Total	Net Amount Due Change
15101-0000	MOBILIZATION	LS	1	1	0	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -
15701-0000	SOIL EROSION CONTROL	LS	1	1	0	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -
20103-0000	CLEARING AND GRUBBING	SY	2500	2500	0	\$ 20.00	\$ 50,000.00	\$ -	\$ -	\$ -
20214-0000	ROADSIDE CLEANUP	LS	1	1	0	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -
20220-1000	REMOVAL, INDIVIDUAL TREE	EA	32	175	143	\$ 600.00	\$ 19,200.00	\$ 400.00	\$ 70,000.00	\$ 50,800.00
20301-1100	REMOVAL OF GATE	EA	4	4	0	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -
20401-0000	ROADWAY EXCAVATION	CY	700	0	-700	\$ 80.00	\$ 56,000.00	\$ -	\$ -	\$ (56,000.00)
20420-0000	EMBANKMENT CONSTRUCTION	CY	100	0	-100	\$ 250.00	\$ 25,000.00	\$ -	\$ -	\$ (25,000.00)
30105-1000	SUBBASE GRADING A	TON	1150	5000	3850	\$ 60.00	\$ 69,000.00	\$ -	\$ -	\$ 231,000.00
30110-0300	AGGREGATE SURFACE COURSE GRADING H	TON	900	5000	4100	\$ 70.00	\$ 63,000.00	\$ -	\$ -	\$ 287,000.00
30302-6000	ROADWAY RECONDITIONING	LF	2400	10000	7600	\$ 40.00	\$ 96,000.00	\$ -	\$ -	\$ 304,000.00
62510-1000	SEEDING, DRY METHOD	ACRE	2	2	0	\$ 10,000.00	\$ 20,000.00	\$ -	\$ -	\$ -
62515-1000	MULCHING, DRY METHOD	ACRE	2	2	0	\$ 10,000.00	\$ 20,000.00	\$ -	\$ -	\$ -
62520-0000	FERTILIZER	ACRE	2	2	0	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -	\$ -
62525-0000	WATER	MGAL	6	0	-6	\$ 1,000.00	\$ 6,000.00	\$ -	\$ -	\$ (6,000.00)
63501-0000	TEMPORARY TRAFFIC CONTROL	LS	1	1	0	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -
30302-4000	ROADBED RECONDITIONING	LF	0	35000	35000	\$ -	\$ -	\$ 2.00	\$ 70,000.00	\$ 70,000.00
			0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -

Total Change Order Amount \$ 855,800.00
Original Bid Price \$ 488,700.00
New Contract Amount \$ 1,344,500.00

Carter County
General Fund 101
Fiscal Year Ending June 30, 2027
Budget Amendment #2
August 10, 2026

Item #	Fund	Type	Account	Object	Project	Location	Program	Description	\$ Amount		Increase/ Decrease
1	101	E	54110	718	000	00000	000	Motor Vehicles	158,360.00		Increase
	101	Q	34625	000	000	00000	038	Sheriff Excess Board Bills Reserve Account		158,360.00	Decrease
	To appropriate funds from the Sheriff's Excess Board Bills Reserve account to purchase 4 SRO vehicles, including Equipment and a Prisoner Partition.										
2	101	E	54110	450	000	00000	000	Tires and Tubes	15,000.00		Increase
	101	Q	34625	000	000	00000	038	Sheriff Excess Board Bills Reserve Account		15,000.00	Decrease
	To appropriate funds from the Sheriff's Excess Board Bills Reserve account to purchase Tires.										
3	101	E	54110	399	000	00000	000	Other Contracted Services	40,000.00		Increase
	101	Q	34625	000	000	00000	038	Sheriff Excess Board Bills Reserve Account		40,000.00	Decrease
	To appropriate funds from the Sheriff's Excess Board Bills Reserve account to build an Impound Lot at the Arney Hill location. This does not include fencing. Work to be performed by the Highway Department.										
4	101	E	54110	399	000	00000	000	Other Contracted Services	19,000.00		Increase
	101	Q	34625	000	000	00000	038	Sheriff Excess Board Bills Reserve Account		19,000.00	Decrease
	To appropriate funds from the Sheriff's Excess Board Bills Reserve account to Reseal, Fix Cracks, and Stripe the parking lots at the Sheriff's Office, Court, and Detention Center.										
5	101	E	54110	790	000	00000	000	Other Equipment	43,008.23		Increase
	101	Q	34625	000	000	00000	038	Sheriff Excess Board Bills Reserve Account		43,008.23	Decrease
	To appropriate funds from the Sheriff's Excess Board Bills Reserve account to purchase a Skydio Drone.										
6	101	E	54110	790	000	00000	000	Other Equipment	2,000.00		Increase
	101	Q	39000	000	000	00000	000	Insurance Recovery Received FY26		2,000.00	Decrease
	To appropriate Insurance Recovery funds received in FY26 from Tennessee Risk Management to repair a Toyota Tacoma for the Sheriff's Office.										
7	101	E	54110	340	000	00000	000	Medical and Dental Services	1,716.32		Increase
	101	E	54110	340	000	00000	001	Medical/Dental Services from Outside Provider		1,716.32	Decrease
	To reappropriate funds within the Sheriff's current budget for Inmate Medical and Dental Services.										
8	101	E	53300	334	000	00000	000	Maintenance Agreements	150.00		Increase
	101	E	53300	355	000	00000	000	Travel		150.00	Decrease
	To reallocate funds within General Sessions' current budget for an increase in Maintenance Agreements.										
9	101	E	51500	334	000	00000	000	Maintenance Agreements	1,293.00		Increase
	101	E	51500	499	000	00000	000	Other Supplies and Materials		1,293.00	Decrease
	To reallocate funds within the Election Commission's current budget for an increase in Maintenance Agreements.										

<u>Carter County</u>											
<u>General Fund 101</u>											
<u>Fiscal Year Ending June 30, 2027</u>											
<u>Budget Amendment #2</u>											
<u>August 10, 2026</u>											
Item #	Fund	Type	Account	Object	Project	Location	Program	Description	\$ Amount	Increase/ Decrease	
10	101	E	53100	334	000	00000	000	Maintenance Agreements	26,056.85	Increase	
	101	Q	34520	000	000	00000	003	Automation Reserves	26,056.85	Decrease	
To appropriate funds from the Automation Reserve account to upgrade the software system for Circuit Court.											
								Total	306,584.40	306,584.40	-
								From Reserve Funds		301,425.08	
								From Unassigned Fund Balance		2,000.00	

Carter County
Solid Waste Fund 116
Fiscal Year Ending June 30, 2027
Budget Amendment #2
August 10, 2026

Item #	Fund	Type	Account	Object	Project	Location	Program	Description	\$ Amount		Increase/ Decrease
1	116	E	55754	448	000	00000	000	Construction Materials	8,500.00		Increase
	116	Q	39000	000	000	00000	000	Solid Waste Fund Balance		8,500.00	Decrease
	To allocate funds from Solid Waste's Fund Balance for a Water Tank to repair the Leachate Collection System.										
2	116	E	55754	448	000	00000	000	Construction Materials	7,500.00		Increase
	116	Q	39000	000	000	00000	000	Solid Waste Fund Balance		7,500.00	Decrease
	To allocate funds from Solid Waste's Fund Balance for a Retaining Wall Block for a Convenience Drop Off Area at the Landfill.										
3	116	E	55754	790	000	00000	000	Other Equipment	1,530.00		Increase
	116	E	55754	424	000	00000	000	Garage Supplies		100.00	Decrease
	116	Q	39000	000	000	00000	000	FY26 GovDeal Proceeds		1,430.00	Decrease
	To allocate funds from FY26 GovDeals Proceeds and Solid Waste's current budget for a new welder.										
4	116	E	55754	351	000	00000	000	Rentals	3,000.00		Increase
	116	E	55754	409	000	00000	000	Crushed Stone		3,000.00	Decrease
	To reallocate funds within Solid Waste's current budget for increased costs for Rentals.										
5	116	E	55754	790	000	00000	000	Other Equipment	794,492.45		Increase
	116	Q	39000	000	000	00000	000	Transfer from Debt Service Fund 151		794,492.45	Decrease
	To appropriate funds transferred from Debt Service Fund 151 for the purchase of a Dump Truck and an Excavator.										
								Total	815,022.45	815,022.45	-
								From Reserve Funds		0.00	
								From Solid Waste Fund Balance		811,922.45	

Carter County
Helene Bond Fund 180
Fiscal Year Ending June 30, 2027
Budget Amendment #2
August 10, 2026

Item #	Fund	Type	Account	Object	Project	Location	Program	Description	\$ Amount		Increase/ Decrease
1	180	E	54430	399	000	00000	910	Roanwood Road-Summers Taylor	147,600.00		Increase
	180	E	54430	399	000	00000	910	Burbank Road-Summers Taylor	28,420.00		Increase
	180	E	54430	399	000	00000	910	Jess Jarrett Road-Summers Taylor	82,935.00		Increase
	180	E	54430	399	000	00000	910	Alvin Dugger Road-Summers Taylor	105,250.00		Increase
	180	E	54430	399	000	00000	910	Milard Cable Road-Summers Taylor	98,500.00		Increase
	180	E	54430	399	000	00000	910	Leory Duggar Road-Summers Taylor	57,500.00		Increase
	180	Q	39000	000	000	00000	000	Helene Bond Proceeds		520,205.00	Decrease
	To appropriate funds from the Helene Bond for various road repairs.										
2	180	E	54430	409	000	00000	910	Stone for various County Roads	25,000.00		Increase
	180	E	54430	438	000	00000	910	Pipe for Alvin Duggar Road	1,800.00		Increase
	180	Q	39000	000	000	00000	000	Helene Bond Proceeds		26,800.00	Decrease
	To appropriate funds from the Helene Bond for various road Supplies.										
3	180	E	54430	399	000	00000	910	Garland Road-Beam Construction	20,211.30		Increase
	180	E	54430	399	000	00000	910	Cove Creek Road-Beam Construction	88,481.15		Increase
	180	Q	39000	000	000	00000	000	Helene Bond Proceeds		108,692.45	Decrease
	To appropriate funds from the Helene Bond for various road repairs not reimbursable from FEMA.										
4	180	E	54430	399	000	00000	910	Sugar Hollow Road-Summers Taylor	25,437.77		Increase
	180	Q	39000	000	000	00000	000	Helene Bond Proceeds		25,437.77	Decrease
	To appropriate funds from the Helene Bond for various road repairs.										
5	180	E	54430	399	000	00000	910	Sugar Hollow Road-Summers Taylor	58,933.77		Increase
	180	Q	39000	000	000	00000	000	Helene Bond Proceeds		58,933.77	Decrease
	To appropriate funds from the Helene Bond for various road repairs not reimbursable from FEMA.										
6	180	E	54430	399	000	00000	910	Sugar Hollow Road-Summers Taylor	1,118.89		Increase
	180	Q	39000	000	000	00000	000	Helene Bond Proceeds		1,118.89	Decrease
	To appropriate funds from the Helene Bond for the price increase of Liquid Asphalt for various Road Paving Projects.										
								Total	741,187.88	741,187.88	-
								From Reserve Funds		0.00	
								From Helene Bond Proceeds		741,187.88	

Carter County
General Purpose School Fund 141
Fiscal Year Ending June 30, 2027
Budget Amendment #1
August 1, 2026

Item #	Fund	Type	Account	Object	Project	Description	\$ Amount		Increase/Decrease
1	141	Q	39000	000	000	Unassigned Fund Balance		1,500,000.00	Decrease
	141	E	99100	590	000	Transfers To Other Funds	1,500,000.00		Increase
						Total	1,500,000.00	1,500,000.00	
						To transfer funds to the Captial Projects Fund for Building Improvement Projects			
2	141	E	73400	429	000	Instructional Supplies and Materials	5,000.00		Increase
	141	E	73400	790	000	Other Equipment	10,000.00		Increase
	141	R	47590	000	000	Preschool Development Grant		15,000.00	Increase
						Total	15,000.00	15,000.00	
						To recognize and allocate funds for the Preschool Development Grant			
3	141	E	71300	317	000	Data Processing		1,000.00	Decrease
	141	E	71300	322	000	Evaluation & Testing	17,000.00		Increase
	141	E	71300	333	000	Licenses & Permits		100.00	Decrease
	141	E	71300	506	000	Liability Insurance	200.00		Increase
	141	E	71300	730	000	Vocational Instruction Equipment		20,600.00	Decrease
	141	E	72230	317	000	Data Processing / Copier Overage		1,500.00	Decrease
	141	E	72230	355	000	Travel	4,000.00		Increase
	141	E	72230	524	000	In Service	2,000.00		Increase
						Total	23,200.00	23,200.00	
						To provide testing for credentials for students and travel for work based learning			
4	141	E	71100	299	000	Contracted Services	219.00		Increase
	141	E	71100	599	000	Other Charges		219.00	Decrease
						Total	219.00	219.00	
						To reallocate funds for regular instruction and contracted services			

5	141	E	72310	790	000	Safety Equipment	50,000.00		Increase
	141	E	72710	729	000	Transportation Equipment		50,000.00	Decrease
						Total	50,000.00	50,000.00	
						To reallocate funds for the renewal of transportation safety radios on buses			
						Total	1,588,419.00	1,588,419.00	
						From Reserve Funds		0.00	
						From Unassigned Fund Balance		1,500,000.00	

Carter County
School Federal Projects Fund 142
Fiscal Year Ending June 30, 2027
Budget Amendment #1
August 1, 2026

Item #	Fund	Type	Account	Object	Project	Description	\$ Amount	Increase/Decrease
1	142	E	71100	116	101	Teachers	660,571.36	Increase
	142	E	71100	163	101	Educational Assistants	292,000.00	Increase
	142	E	71100	189	101	Other Salaries and Wages	113,000.00	Increase
	142	E	71100	195	101	Certified Substitute Teachers	1,000.00	Increase
	142	E	71100	198	101	Non Certified Substitute Teachers	1,000.00	Increase
	142	E	71100	201	101	Social Security	75,000.00	Increase
	142	E	71100	204	101	Pensions	90,000.00	Increase
	142	E	71100	206	101	Life Insurance	600.00	Increase
	142	E	71100	207	101	Medical Insurance	200,000.00	Increase
	142	E	71100	208	101	Dental Insurance	6,000.00	Increase
	142	E	71100	210	101	Unemployment	2,000.00	Increase
	142	E	71100	212	101	Employer Medicare	20,000.00	Increase
	142	E	71100	429	101	Instructional Supplies and Materials	27,046.93	Increase
	142	E	71100	722	101	Regular Instruction Equipment	5,000.00	Increase
	142	E	72130	130	101	Social Workers	20,400.00	Increase
	142	E	72130	201	101	Social Security	1,265.00	Increase
	142	E	72130	204	101	Pensions	1,632.00	Increase
	142	E	72130	210	101	Unemployment	30.00	Increase
	142	E	72130	212	101	Employer Medicare	300.00	Increase
	142	E	72130	307	101	Communication	500.00	Increase
	142	E	72130	348	101	Postal Charges	39.00	Increase
	142	E	72130	355	101	Travel	1,000.00	Increase
	142	E	72130	499	101	Other Supplies and Materials	27,517.15	Increase
	142	E	72130	599	101	Other Charges	5,500.00	Increase
	142	E	72210	105	101	Supervisor / Director	66,511.00	Increase
	142	E	72210	161	101	Secretary	25,000.00	Increase
	142	E	72210	189	101	Other Salaries and Wages	35,500.00	Increase
	142	E	72210	196	101	In Service Training	1,000.00	Increase
	142	E	72210	201	101	Social Security	8,200.00	Increase
	142	E	72210	204	101	Pensions	10,180.00	Increase
	142	E	72210	206	101	Life Insurance	60.00	Increase
	142	E	72210	207	101	Medical Insurance	19,000.00	Increase
	142	E	72210	208	101	Dental Insurance	630.00	Increase
	142	E	72210	210	101	Unemployment	90.00	Increase
	142	E	72210	212	101	Employer Medicare	2,143.00	Increase
	142	E	72210	307	101	Communication	1,000.00	Increase
	142	E	72210	330	101	Lease/ SBITA	5,000.00	Increase
	142	E	72210	355	101	Travel	5,000.00	Increase
	142	E	72210	499	101	Other Supplies and Materials	5,000.00	Increase
	142	E	72210	524	101	In Service / Staff Development	10,000.00	Increase
	142	E	72210	790	101	Other Equipment	5,000.00	Increase
	142	E	72710	313	101	Contracts with Parents	1,000.00	Increase
	142	R	47141	000	101	Title I Part A Revenue	1,751,715.44	Increase

						Total	1,751,715.44	1,751,715.44	
						To recognize and allocate funds for the Title I Part A Grant			
2	142	E	71100	195	201	Certified Substitute Teachers	4,500.00		Increase
	142	E	71100	198	201	Non Certified Substitute Teachers	3,000.00		Increase
	142	E	71100	201	201	Social Security	700.00		Increase
	142	E	71100	212	201	Employer Medicare	300.00		Increase
	142	E	72130	322	201	Evaluation and Testing	2,000.00		Increase
	142	E	72210	172	201	Instructional Coaches	165,340.66		Increase
	142	E	72210	201	201	Social Security	14,380.00		Increase
	142	E	72210	204	201	Pensions	16,375.00		Increase
	142	E	72210	206	201	Life Insurance	90.00		Increase
	142	E	72210	207	201	Medical Insurance	28,000.00		Increase
	142	E	72210	208	201	Dental Insurance	1,000.00		Increase
	142	E	72210	210	201	Unemployment	500.00		Increase
	142	E	72210	212	201	Employer Medicare	3,400.00		Increase
	142	E	72210	355	201	Travel	7,000.00		Increase
	142	E	72210	499	201	Other Supplies and Materials	5,000.00		Increase
	142	E	72210	524	201	In Service / Staff Development	10,000.00		Increase
	142	E	72210	790	201	Other Equipment	2,500.00		Increase
	142	R	47189	000	201	Title II Part A Revenue		264,085.66	Increase
						Total	264,085.66	264,085.66	
						To recognize and allocate funds for the Title II Part A Grant			
3	142	E	71200	116	901	Teachers	237,000.00		Increase
	142	E	71200	163	901	Educational Assistants	410,000.00		Increase
	142	E	71200	171	901	Speech Pathologist	150,000.00		Increase
	142	E	71200	201	901	Social Security	50,000.00		Increase
	142	E	71200	204	901	Pensions	50,000.00		Increase
	142	E	71200	206	901	Life Insurance	1,500.00		Increase
	142	E	71200	207	901	Medical Insurance	227,598.22		Increase
	142	E	71200	208	901	Dental Insurance	10,000.00		Increase
	142	E	71200	210	901	Unemployment	100.00		Increase
	142	E	71200	212	901	Employer Medicare	20,000.00		Increase
	142	E	71200	429	901	Instructional Supplies and Materials	20,000.00		Increase
	142	E	71200	499	901	Other Supplies and Materials	46.00		Increase
	142	E	72220	189	901	Other Salaries and Wages	100,000.00		Increase
	142	E	72220	201	901	Social Security	3,000.00		Increase
	142	E	72220	204	901	Pensions	5,000.00		Increase
	142	E	72220	206	901	Life Insurance	513.78		Increase
	142	E	72220	207	901	Medical Insurance	20,000.00		Increase
	142	E	72220	208	901	Dental Insurance	1,060.00		Increase
	142	E	72220	210	901	Unemployment	200.00		Increase
	142	E	72220	212	901	Employer Medicare	5,000.00		Increase
	142	E	72220	312	901	Contracts with Private Agencies	25,000.00		Increase
	142	E	72220	524	901	In Service / Staff Development	600.00		Increase

	142	R	47143	000	901	IDEA Part B Revenue		1,336,618.00	Increase
						Total	1,336,618.00	1,336,618.00	
						To recognize and allocate funds for the IDEA Part B Grant			
4	142	E	71200	163	911	Educational Assistants	27,900.29		Increase
	142	E	71200	201	911	Social Security	1,000.00		Increase
	142	E	71200	204	911	Pensions	1,000.00		Increase
	142	E	71200	206	911	Life Insurance	100.00		Increase
	142	E	71200	207	911	Medical Insurance	17,176.65		Increase
	142	E	71200	208	911	Dental Insurance	1,000.00		Increase
	142	E	71200	210	911	Unemployment	100.00		Increase
	142	E	71200	212	911	Employer Medicare	1,000.00		Increase
	142	E	72220	312	911	Contract with Private Agencies	6,859.06		Increase
	142	E	72710	146	911	Bus Drivers	15,000.00		Increase
	142	E	72710	201	911	Social Security	1,150.00		Increase
	142	E	72710	204	911	Pensions	1,000.00		Increase
	142	E	72710	206	911	Life Insurance	100.00		Increase
	142	E	72710	207	911	Medical Insurance	3,000.00		Increase
	142	E	72710	208	911	Dental Insurance	350.00		Increase
	142	E	72710	210	911	Unemployment	500.00		Increase
	142	E	72710	212	911	Employer Medicare	500.00		Increase
	142	R	47145	000	911	IDEA Preschool Revenue		77,736.00	Increase
						Total	77,736.00	77,736.00	
						To recognize and allocate funds for the IDEA Preschool Grant			
5	142	E	71100	429	301	Instructional Supplies and Materials	7,251.91		Increase
	142	E	71100	722	301	Regular Instruction Equipment	1,000.00		Increase
	142	E	72130	399	301	Other Contracted Services	800.00		Increase
	142	E	72130	499	301	Other Supplies and Materials	1,000.00		Increase
	142	R	47590	000	301	Title III Revenue		10,051.91	Increase
						Total	10,051.91	10,051.91	
						To recognize and allocate funds for the Title III Grant			
6	142	E	71100	189	171	Other Salaries and Wages	49,996.80		Increase
	142	E	71100	201	171	Social Security	3,099.80		Increase
	142	E	71100	212	171	Employer Medicare	724.95		Increase
	142	E	71100	429	171	Instructional Supplies and Materials	1,178.45		Increase
	142	R	47141	000	171	ATSI Grant Revenue		55,000.00	Increase
						Total	55,000.00	55,000.00	
						Recognize and allocate funds for the ATSI Grant			

						Total	3,495,207.01	3,495,207.01	
						From Reserve Funds		0.00	
						From Unassigned Fund Balance		0.00	

Carter County
Head Start Fund #145
Fiscal Year Ending June 30, 2027
Budget Amendment #1
August, 2026

Item #	Fund	Type	Account	Object	Project	Description	\$ Amount		Increase/Decrease
1	145	E	73400	499	000	Other Supplies and Materials	30,000.00		Increase
	145	R	48140	000	000	Head Start - Revenue		30,000.00	Increase
						Total	30,000.00	30,000.00	
						To recognize and appropriate remaining funds for the Head Start program for SY 2025-26			
						Total	30,000.00	30,000.00	
						From Reserve Funds		0.00	
						From Unassigned Fund Balance		0.00	

Carter County
Education Capital Project Fund #177
Fiscal Year Ending June 30, 2027
Budget Amendment #1
August, 2026

Item #	Fund	Type	Account	Object	Project	Location	Program	Description	\$ Amount		Increase/Decrease
1	177	E	76100	707	000	04001	000	Building Improvements	1,500,000.00		Increase
	177	R	49800	000	000	00000	000	Transfers In (From 141)		1,500,000.00	Increase
								Total	1,500,000.00	1,500,000.00	
								To recognize and allocate funds transferred from 141 for FY27 Building Improvement projects			
2	177	E	76100	707	000	04001	000	Building Improvements	104,170.43		Increase
	177	Q	39000	000	000	00000	000	Public School Construction FY26		104,170.43	Decrease
								Total	104,170.43	104,170.43	
								To recognize and allocate the Public School Constructin Grant for UHS Turf project / funds received in June 2026			
								Total	1,604,170.43	1,604,170.43	
								From Reserve Funds		0.00	
								From Unassigned Fund Balance		104,170.43	

Carter County, Tennessee
Donation Listing
FYE June 30, 2027
July 2026 Donations

Donation Listing		Purpose	
July Animal Shelter Donation -	ACO	\$ 25.00	Animal Care
July Animal Shelter Donation -	Rebecca Britt	\$ 75.00	Animal Care
July Animal Shelter Donation -	Jane Smith	\$ 140.00	Animal Care
July Animal Shelter Donation -	Anonymous	\$ 50.00	Animal Care
July Animal Shelter Donation -	Kathy Baker	\$ 100.00	Animal Care
July Animal Shelter Donation -	Charlene Norris	\$ 400.00	Animal Care
July Animal Shelter Donation -	Terry & Judy Braly	\$ 50.00	Animal Care
July Animal Shelter Donation -	Jimmy Haze	\$ 200.00	Animal Care
July Animal Shelter Donation -	Shirley Miller	\$ 100.00	Animal Care
July Animal Shelter Donation -	Lesa Odom	\$ 75.00	Animal Care
July Animal Shelter Donation -	Lisa Fletcher	\$ 350.00	Animal Care
July Animal Shelter Donation -	Rebecca Pepin	\$ 31.62	Animal Care
July Animal Shelter Donation -	Brett Pryor Jam At The Station	\$ 140.00	Animal Care
July Animal Shelter Donation -	Michael Johnson	\$ 20.00	Animal Care
July Animal Shelter Donation -	Bill and Julie Tetrick	\$ 100.00	Animal Care
July Animal Shelter Donation -	Teresa & Kenny Smith	\$ 25.00	Animal Care
July Animal Shelter Donation -	Holly Crumley	\$ 5.00	Animal Care
July Animal Shelter Donation -	Nhu Nguyen	\$ 50.00	Animal Care
July Animal Shelter Donation -	Michael Evanochko	\$ 100.00	Animal Care
July Animal Shelter Donation -	Ron Ellis	\$ 200.00	Animal Care
July Animal Shelter Donation -	Sonshine Children's Academy	\$ 500.00	Animal Care
July Animal Shelter Donation -	Brittany George	\$ 3,989.50	Animal Care
July Animal Shelter Donation -	Archie Wayne Smith	\$ 75.00	Animal Care
July Animal Shelter Donation -	Natalee Kestler	\$ 50.00	Animal Care
July Animal Shelter Donation -	Kimberly Hale	\$ 5.00	Animal Care
July Animal Shelter Donation -	Anonymous	\$ 240.00	Animal Care
Animal Shelter Total		\$ 7,096.12	
Unrestricted Donations		\$ -	
Sheriff's Department Total		\$ -	
Carter County Schools Total		\$ -	
July 2026 Cash Total Donations		\$ 7,096.12	

Source: Receipts presented by the Carter County Elizabethton Animal Shelter & Trustee receipts.

Purpose: To present a schedule of receipts for approval of July 2026 Donations.

Conclusion: Donations for the month of July 2026 in the amount of \$7,096.12 are Animal Shelter donations as of 07/31/2026.

135 Sycamore Shoals Drive
Elizabethton, TN 37643



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

**ELIZABETHTON / CARTER COUNTY
ANIMAL SHELTER**

Walmart donations for the month of July 2026 was approximately \$150.00.

Thank you,

ECCAS Director

A handwritten signature in black ink, appearing to read "S. S. S.", is written below the title "ECCAS Director".

PURCHASE REQUISITION

Fund 123

Date

7/28/26

P.O. #

(Finance Use)

Vendor

RAN Mountain RECREATION FUNDATION

Quantity	Description	Unit Price	Amount
1	RMRF would like to withdraw \$2500.00		\$2500.00
2	FROM CARTER COUNTY PARKS & RECREATION		
3	FUND BALANCE TO COMPLETE CERTAINMENT		
4	FUNDING NOT COVERED BY STATE GRANT		
5	(FOR FISCAL YEAR 2026/2027)		
6			
7			
8			
9			
10			

Account Number
(Finance Use)

\$

Requested By:

Thomas N. RMRF

Rick Elliott CCR

Approved

PURCHASE REQUISITION

Fund 123

Date
P.O. #

7/28/26

(Finance Use)

Vendor

Reyn Mountain Recreation Foundation

Quantity	Description	Unit Price	Amount
1	RMRF would like to withdraw \$800.00		\$800.00
2	FROM CARTER COUNTY PARKS & RECREATION		
3	FUND BALANCE TO COMPLETE ENTERTAINMENT		
4	FUNDING NOT COVERED BY STATE GRANT		
5	(FOR FISCAL YEAR 2025/2026.)		
6			
7			
8			
9			
10			

Account Number
(Finance Use)

\$

Requested By:

Thomas M. RMRF
Rick Elliott CCFR

Approved



ORDER FORM

CUSTOMER INFORMATION

Customer: Carter County, TN
Address: 900 East Elk Avenue
Suite 906, Elizabethton, Tennessee 37643 United States
Primary Contact: Johnny Blankenship, blankenshipj@cartercountyttn.gov
Phone: 423.542.1835 ext 3
Billing Contact: Debbie Guy, guyd@cartercountyttn.gov
System Admin: Debbie Guy, guyd@cartercountyttn.gov
Payment Method: **PO:** **Tax Exempt:**

Catalis Representative: Kevin Sheets, kevin.sheets@catalisgov.com
Contract requests or questions can be directed to contracts@catalisgov.com.
Any payment or remittance questions can be directed to receivable@catalisgov.com.

TERM

Subscription Start Date: 10/1/2026
Auto-Renewal: Yes

The Subscription Start Date is the date the Software will be provisioned to the System Administrator. The Initial Term of the Subscription shall begin on the latter of the Subscription Start Date or the date of execution ("Effective Date") and will continue for 60 months ("Initial Term"). Upon completion of the Initial Term, the Order Form shall automatically renew for subsequent twelve (12) month term(s) unless terminated by written notice by either party at least 180 days prior to the subsequent term start.

PRICING

1. Software Subscription Fees

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Court CMS - SAAS Annual SaaS Subscription 10/1/2026 - 9/30/2031 Annual Uplift: 6%	USD 25,480.00	USD 27,008.80	USD 28,629.33	USD 30,347.09	USD 32,167.91
Retired Product(s): Delphi CMS 3 months software and maintenance: 7/1/2026 - 9/30/2026 <i>Product discontinued and replaced with services in this order.</i>	USD 4,120.20	-	-	-	-

2. Professional Services Fees

Professional Services - Fixed Fee (C&L) Professional Services (90), Conversion (60), Training - Virtual (48), Go-Live & Post Go-Live Support - Virtual (40). Total hours: (238)	USD 14,280.00
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TERMS AND CONDITIONS

1. Order Of Precedence

The Agreement contains the following, listed in order of appearance. In the occurrence of a conflict between any of the above with one another, this Order Form shall control.

This Order Form

The Master Software Subscription and Services Agreement

<https://catalisgov.com/master-software-subscription-and-services-agreement/>

The Service Level Agreement and Support Terms

<https://catalisgov.com/saas-service-level-agreement-and-support-terms/>

Schedule A: Software Description and Scope of Use

Schedule B: Schedule B: Professional Services Scope of Work, if applicable

2. Order Form General Terms

- 2.1. Fees for a retired product (services being discontinued) shall be replaced with the fees in this Order Form upon the Subscription Start Date. Any recurring fees paid for the retired product(s) after the Subscription Start Date will be prorated and credited to the Customer account, or if not invoiced will be prorated through the Subscription Start Date.
- 2.2. For clarity, any previous agreement(s) regarding any retired product(s) are replaced in entirety by this Order Form and its terms.
- 2.3. Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement.
- 2.4. Pricing and/or terms are subject to change if the Order Form is not signed within sixty (60) calendar days of the Order Form Date.
- 2.5. Following adoption of this Order Form, changes to the Statement of Work must be memorialized with a written Amendment or Work Order, without regard to whether the change affects costs, and must be approved in writing by Catalis and the Customer. If the changes impact cost, an estimate of the cost impact shall be included.
- 2.6. Any Recurring Fees will increase annually by the greater of the percentage defined in the Pricing section above or by the increase in the Consumer Price Index ("CPI") for the prior calendar year.
- 2.7. Professional Services marked "Fixed Fees" shall be billed upon the execution of this Order Form or, where a Milestone Billing Schedule is included in the Scope of Work, upon Catalis' notice to the Customer of milestone completion. If Catalis anticipates any aspect of the Professional Services Fees to exceed the above estimate(s) by ten percent (10%) or more, Catalis will advise Customer, and secure a written agreement to proceed with said overage.
- 2.8. Professional Services marked "Time & Materials" are estimates based upon initial evaluation of project complexity and duration. Estimate(s) above are the minimum fees Catalis shall invoice for this Order Form. Catalis will invoice Customer each month for Services provided in the preceding month. Customer agrees to pay Catalis for any overage hours for in-scope Services at the same rate(s) quoted and according to the terms of this Order Form. Fees shall be billed each month for services provided in the preceding month.
- 2.9. Invoices shall be due and payable within Net 30 calendar days following invoice by Catalis.



ACCEPTANCE

By signing below, signatories represent that they are validly authorized to enter into this Order Form and accept their terms and conditions. The Order Form is dated effective and shall be considered binding upon execution ("Effective Date") by and between both parties.

Carter County, TN:

Catalis Courts & Land Records, LLC:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



SCHEDULE A: SOFTWARE DESCRIPTION AND SCOPE OF USE

This section provides a description of the Software Services being offered; however, it is understood that detailed Functional Specifications will also be available in separate Documentation provided for guidance on product functionality and usage.

Court CMS - SAAS

Catalis offers Court CMS as a Software-as-a-Service (SaaS) solution hosted in secure, redundant data centers. SaaS delivery ensures scalability, high availability, and reduced local IT burden. Hosting environments are designed with disaster recovery, intrusion prevention, and encrypted data protection.

The SaaS model includes licensing, infrastructure, and system monitoring under a subscription fee. Clients receive continuous upgrades, security patches, and compliance updates without local installation.

SCHEDULE B: PROFESSIONAL SERVICES SCOPE OF WORK

Description of Services

Scope of Work: Court Case Management System with Financial Management

1. Project Overview

Project Description:

The project entails the migration of the client's existing case management system from Delphi to Catalis' CATALIS CMS platform. This transition will be facilitated by Catalis' professional services team, ensuring a seamless and efficient upgrade process.

Scope of Services:

- 1. AWS Admin Set-up:**
 - Configuration of the CATALIS CMS system on Amazon Web Services (AWS).
- 2. Accounting (Basic):**
 - Set-up of basic accounting functions within CATALIS CMS, including fee structures, memorized transactions, funds, receipting, and check templates.
- 3. Forms Development:**
 - Recreation of up to 10 existing forms in the CATALIS CMS format.
- 4. Interfaces Requirements Assessment:**
 - Evaluation of the client's current systems (DDS, GCIC, e-Filing, GSP/citation import) and their integration requirements with CATALIS CMS.
- 5. Testing:**
 - Thorough testing of documents, calendar functions, and accounting processes within CATALIS CMS to ensure proper functionality. Client participation in the testing phase is required.



6. Data Conversion:

- Two rounds of data and image conversion from the Delphi database to CATALIS CMS, including legacy data and images.

7. Virtual Training:

- Two-day virtual training session for court personnel on CATALIS CMS usage.
- One-day virtual training session on month-end reporting procedures and best practices.

8. Virtual Go-Live Support:

- Five-days of virtual support during the initial launch of CATALIS CMS.

9. Post Go-Live Support:

- Standard business hours support (M-F, 8 AM - 5 PM EST) for technical assistance.

Project Timeline:

The project timeline will be determined upon project initiation and will be subject to adjustments based on the specific needs and progress of the client.

Client Responsibilities:

- The client will designate a Project Manager as the primary point of contact for Catalis.
- The client's Project Manager will be responsible for coordinating the efforts of the client's staff and ensuring the availability of necessary resources.
- The client will actively participate in the testing phase to verify the functionality of the CATALIS CMS system.
- The client will meet with Catalis on a mutually agreed upon cadence to discuss project progress and address any issues or concerns.
- The client will promptly respond to software-related questions from Catalis.
- The client will dedicate time to assist in the migration process and will meet with Catalis weekly until the project is complete.
- The client will validate the accuracy and completeness of migrated data.

Project Exclusions

- Hardware procurement.
- Network infrastructure upgrades.
- Customization beyond the standard features of the standard CATALIS CMS.
- On-site training and go-live support.
- Advanced accounting setup (bank reconciliation, account setup, and training).
- e-Warrant Management Module.
- Performance Center (AdHoc Reporting/BI Tool).
- e-Filing module.
- Jury Management System migration
- "General" Database Migration

2. Project Phases

- **Phase 1: Project Initiation/Planning**
 - Contract Signing and project kickoff
 - Confirmation and finalization of the project schedule
 - System Provisioning
- **Phase 2: System Configuration and Integration**
 - Tenant setup and system configuration.



- System testing and validation.
 - Revisions and bug fixing.
 - Customer sign-off on the configuration.
- **Phase 3: Data Migration**
 - Migration legacy data and images from Delphi System.
- **Phase 4: User Training and System Rollout**
 - Develop comprehensive training materials
 - Conduct user training sessions on the CATALIS CMS system and month-end accounting.
- **Phase 5: Go-Live and Stabilization**
 - System go-live and initial stabilization period
 - Final acceptance and sign-off
- **Phase 6: Post-Implementation Support**
 - Transition to ongoing support

5. Success Criteria

- Successful implementation of the CATALIS CMS system with all listed core functionalities
- Efficient data migration with minimal disruption
- Completion of user training with high user satisfaction.

Food Service Agreement

By and Between Kellwell Food Management AND The Carter County Sheriff's Office & Detention Center

THIS AGREEMENT is made and entered into by and between **Kellwell Food Management**, having its principal place of business at 156 Frankfort Steet, Versailles, KY 40383, hereinafter referred to as "**Company**", and the **Carter County Sheriff's Office and Jail**, a Tennessee government entity, hereinafter referred to as "**Client**",

WHEREAS, Client, operates a detention center located at 900 E Elk Ave, Elizabethton, TN 37643 hereinafter referred to as the "Facility";

WHEREAS, Company, is a food service provider and desires to provide such service for Client at Facility;

WHEREAS, Company, provides a program that allows government entities to utilize Companies purchasing power and provide food service consultation herein referred to as "Kellwell Express" or "Express".

WHEREAS, Client desires Company to provide such services beginning on August 30th, 2026.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

- i. Company will be the exclusive provider of food service products for Client at Facility and will provide consulting services as to administrative, dietetic, purchasing, equipment, meal services and personnel to prepare meals.
- ii. Company will consult with Facility ensuring Facility food service program complies with and provide services in accordance with applicable federal, state, and local statutes, ordinances, and regulations to include the American Correctional Association, the Tennessee Jail Standards as required by the Tennessee Department of Public Health & Safety and the Food & Nutritional Board of the National Academy of Sciences or as otherwise required by any federal or state agency having oversight of inmates incarcerated at the Facility.

2. **OPERATIONAL RESPONSIBILITIES: FOOD SERVICE**

a. **INITIAL TRAINING**

- i. Per this agreement, the Company agrees to provide Client/ Facility with two (2) consecutive weeks of training aimed at demonstrating the Company's efficiencies and practices.
- ii. Company agrees to provide two (2) weeks of annual refresher training if needed, after the one (1) year anniversary of the start of this agreement.
- iii. During the two (2) week period, Company agrees to provide training on the following aspects of a food service program:
 - a. **PREPARATION.** The company will provide initial training to designated Client personnel on Company's methodologies pertaining to menu/ product ordering, food service prep and pull, menu development and daily operational food service systems.
 - b. **SANITATON.** The Company will train Client's staff in daily cleaning and housekeeping in the food preparation, service, receiving and storage areas.

b. **FOOD, CONSUMABLE FOOD PRODUCTS AND CLEANING SUPPLIES**

- i. Client shall place orders for all food, food products, kitchen cleaning supplies, and consumable supplies.
- ii. These products remaining the property of Client.
- iii. The Company will not be held financially liable should Client deviate from any established menus or operational techniques taught by Company.
- iv. Company will pay vendor (Food Marketing Concepts) directly for all products and supplies and Client will repay Company at end of each month in full.

3. **PAYMENT**

a. **PRICING METHOD**

- i. Client and Company mutually agree to utilize a management fee payment schedule.
- ii. Client agrees to pay Company an annual fee of seventy thousand dollars (\$70,000).

- iii. Client agrees to pay Company the annual fee on a monthly basis.
- iv. Monthly Payment: Client will pay Company five thousand eight hundred thirty-three dollars and thirty-three cents (\$5,833.33) per month.
- v. If the Client pays company in advance and for any reason the contract is terminated, the company shall pay back any unused funds.
- vi. Calculation of repayment will be calculated by the following method:
 - a. The Company shall total all payments made by the client.
 - b. Total payment(s) will be divided into increments as established in subsection 3.a.iv.
 - c. Example:
 - i. If client submits an advanced payment of \$36,000, and client and company terminate agreement seven (7) month into agreement. The company would pay the client back \$15,000.
 - ii. If last day of service falls in the middle of month, company will repay client based on a daily prorated amount based on the total number of days in the respective month.
- vii. **ADDITIONAL TRAINING**
 - i. If at any time, The Client requests additional training for any reason, Client agrees to pay for any costs incurred to include, but not limited to travel, meals, lodging and per diem rates.
 - ii. Client agrees to provide Company with at least fourteen days (14) of notice of expected start date of retraining.
- ix. **INVOICES**
 - i. **Management Fee**
 - a. Company shall invoice client for monthly access to Express.
 - b. Client will be invoiced for all management fee(s) and products on one monthly invoice.

- c. Company shall submit invoices at the end of each month.

ii. Food, Products & Supplies

- a. Company shall invoice client for weekly or monthly purchases for food, food products and supplies ordered by client.
- b. Company shall provide Client with a comprehensive weekly or monthly summary of food and food service supplies purchased by Client.
- c. This summary shall be forwarded to Facility Administrator or his designee each week or month.

d. PAYMENT TERMS

- i. Payment terms are net + 30 days.

e. PAYMENT PROCESS

- i. Payments may be electronic via AFT/ACH transfer, or another acceptable electronic method agreed upon between the parties.
- ii. Client elects to make payments by check. All payments should be mailed to:

Kellwell Food Management
156 Frankfort Street,
Versailles, KY 40383

f. LATE PAYMENTS

- i. If client is more than thirty (30) days past due on any obligations to Company, Company shall have the right to offset, from any other sums owed by Company to Client, all, or any portion of such outstanding balances.
- ii. Additionally, Company shall have the right, at Company's option, at any time that Client is over thirty (30) days past due on any obligations require that Client pay, on a prebilling basis, at least one week in advance of each Accounting Period, the estimated amount due.
- iii. The estimated amount shall be adjusted and reconciled to the actual amount in the next prebilling invoice, or if Client is no longer past due on its obligations to Company, with the next invoice due hereunder.
- iv. Company shall have the right to immediately adjust hours, prices, labor, and menu offerings to further offset any losses.

- v. In the event payment is not made within thirty (30) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law.
- vi. The right of Company to charge the finance charge shall not be construed as a waiver of Company's normal entitlement to receive timely payment as set forth here.

g. CHANGES IN CONDITIONS

- i. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations.
- ii. Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions.
- iii. In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to Client.

h. FUTURE PRICING

- i. Pricing adjustments shall be made on an annual basis and shall be agreed upon by both parties.
- ii. Company shall notify Client at least thirty (30) days prior to the anniversary of the commencement date.
- iii. Company proposed adjustments shall go into effect only after each party has agreed in writing.
- iv. Company will make all reasonable efforts to propose price adjustments during the fiscal budget planning cycle of Client.

i. JAIL EXPANSION

- i. Client and Company acknowledge that if a new jail facility is built or additions are added to existing building, Company will be entitled to a financial adjustment.

j. ATTORNEY FEES

- i. Each party shall be responsible for its own legal fees associated with the enforcement of this Agreement.

4. INDEMNIFICATION

- i. Company agrees to defend, indemnify, and hold harmless Client, its officers, employees, agents, and servants for all claims for accidents or occurrences involving death, bodily injury and damage to tangible property caused by negligence or wrongful acts of Company arising out of the performance of this Agreement.
- ii. Company agrees to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.
- iii. However, it is expressly understood that Company shall not be responsible for damages caused by inmates or residents.
- iv. Employees, agents, and residents of Facility are not agents or employees of Company and as such, no liability is to be incurred by Company by reason of said employment and except for personal injury to such persons caused by Company's negligence.
- v. Client agrees to defend, indemnify, and hold Company harmless from any liability claim by or through such persons against Company due to the negligence or wrongful acts of Client, its employees or residents of the Facility to the level of indemnification permitted by law.

5. RECORDS

- i. Company agrees to retain all records and other documents related to its provision of services required pursuant to this Agreement at its office in Versailles for thirty-six months after termination of this Agreement.
- ii. Company agrees to make all records and documents available to Client upon request.

6. TERM OF AGREEMENT

- i. This term of this Agreement shall be one (1) year.
- ii. By mutual agreement, this Agreement may be renewed on a year-by-year basis.

7. TERMINATION

- i. Either party may terminate this Agreement for convenience, at any time during the term, upon thirty (30) days' notice to the other party.
- ii. Such notice must be sent via certified mail at the notice address for the other party set forth below.
- iii. In the event of termination for convenience, Client will pay Company those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with agreement prior to termination.
- iv. Provided, however, that no costs will be paid which are recoverable in the normal course of doing business in which Company is engaged, or costs which can be mitigated through the sales of supplies or inventories.
- v. In the event Client pays for the cost of supplies or materials obtained for use under this agreement, said supplies or material will become property of Client and will be delivered to the proper Client representative.
- vi. Company will not have continuing liability after termination under this section except for accountability for materials and supplies existing at the time of termination.

8. NOTICES

- i. Any written notice required in this Agreement to be sent to the Company shall be addressed as follows:

Kellwell Food Management
ATTN: Kris Walling
156 Frankfort Street,
Versailles, KY 40383

- ii. All notices sent to the above address shall be binding upon the Company unless said address is changed by the Company in writing to the Client.
- iii. Any written notice required in this Agreement to be sent to the Client shall be addressed as follows:

Carter County Sheriff's Office
ATTN: Sheriff Fraley
900 E Elk Ave,
Elizabethton, TN 37643

- iv. All notices sent to the above address shall be binding upon the Client unless said address is changed by the Client in writing to the Company.

9. EXTENT OF AGREEMENT

- i. This Agreement, including Company's proposal, represents the entire Agreement between Client and Company and supersedes all prior negotiations, representations, or agreements, either written or oral.
- ii. This Agreement may be amended only by written instrument signed by both Client and Company.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representative the day and year first above written.

John Walling
Owner
Kellwell Food Management
Date:

Mike Fraley
Sheriff
Carter County Sheriff's Office
Date:

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date July 1, 2026		End Date June 30, 2027		Agency Tracking # 40100-51775	Edison ID 90425
Grantee Legal Entity Name Carter County					Edison Vendor ID 151934
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number Grantee's fiscal year end			
Service Caption (one line only) FY27 Carter County Litter Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027	\$ 49,600.00				\$49,600.00
TOTAL:	\$49,600.00				\$49,600.00
Grantee Selection Process Summary					
☒ Competitive Selection		Application received from County and evaluated by TDOT Staff. An equitable funding distribution methodology was used based on the road miles and population within the county jurisdiction.			
☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional) TX00376067		Account Code (optional)		Z-27-LIT-010	

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CARTER COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Carter County, hereinafter referred to as the "Grantee," is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 151934

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall participate in the TDOT Litter Grant Program by performing litter pickup and litter prevention education. The Grantee's expenditures shall be in accordance with the provisions of TCA 41-2-123(c) in order to be eligible for reimbursement. Requests for travel compensation must be pre-approved in writing by the State.
- A.3. Safety Requirements. The Grantee shall require persons working on or adjacent to the highway right-of-way to wear safety-colored vests and appropriate personal protective equipment. The Grantee shall also provide appropriate traffic control in work zones in accordance with the current Manual on Uniform Traffic Control Devices as published by the Federal Highway Administration.
- A.4. Litter pickup and prevention education operations shall be conducted by the Grantee in accordance with program guidelines as listed in the current TDOT Litter Grant Program manual, a copy of which is available from the Grantor State Agency upon request.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2026 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty Nine Thousand Six Hundred (\$49,600.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

- C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

TDOT Litter Grant Program
Local Programs and Community Investments Division
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave, 12th Floor
Nashville, TN 37243-0333

Or

Electronic transmission to:
TDOT.HBO.Invoices@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Transportation, Local Programs and Community Investments
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to

terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Steve Allen, Director
Local Programs and Community Investments Division
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave, 12th Floor
Nashville, TN 37243-0333

Steve.Allen@tn.gov
Antonia.Hayes@tn.gov
Victoria.X.Cooper@tn.gov
TDOT.HBO.Invoices@tn.gov
Telephone # (615) 741-0059

The Grantee:

Ms. Patty Woodby, Carter County Mayor
Carter County Trustee
Carter County Government
801 Elk Avenue
Elizabethton, TN 37643
patty.woodby@cartercountyttn.gov
Telephone # 423-542-1801
FAX # 423-542-9279

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which

reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event

results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee 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 under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E. 2. The Grantee agrees that it will spend a minimum amount of Fourteen Thousand Eight Hundred Eighty (\$14,880.00) for education in the prevention of litter. No line-item changes may result in a decrease in the education allotment specified above. Allowable education expenses include training and travel expenses, including expenses for attending training events sponsored by the Department of Transportation or Keep Tennessee Beautiful.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE	DATE
-------------------	------

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

Will Reid, Commissioner	DATE
-------------------------	------

LESLIE SOUTH, GENERAL COUNSEL APPROVED AS TO FORM AND LEGALITY	DATE
---	------

ATTACHMENT ONE

GRANT BUDGET				
LITTER PICKUP & PREVENTION EDUCATION				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period:				
	BEGIN: JULY 1, 2026	END: JUNE 30, 2027		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	\$ 29,220.00	0.00	\$ 29,220.00
	Professional Fee, Grant & Award ²	\$ 14,880.00	0.00	\$14,880.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 5,500.00	0.00	\$ 5,500.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$ 49,600.00	0.00	\$49,600.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT ONE

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Required litter prevention education amount.	\$ 14,880.00
TOTAL	\$ 14,880.00



Request to Declare County Property as Surplus

Judge's Office/Juvenile Court

Department:

Date of Request:

6/12/2026

County Tag / ID #	Description	Year	Brand / Make	Model	VIN / Serial #	Condition	Estimated Value (Trade, Sale, Scrap)	Reason for Disposition	Requested Disposition Method
1 7471	Chair								Dispose/Sell
2 8011	Printer		HP						Dispose
3 7474	Chair								Dispose/Sell
4 7821	Monitor/TV		Toshiba						Sell
5 7826	Monitor/TV		Toshiba						Sell
6 8182			Dell						Dispose
7									
8									
9									
10									

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Department Head / Property Custodian Signature

Date



Inventory Property Disposition

(Fixed Asset)

Date:

01/12/20

Department:

Judge's Office

A. Identification Tag #: 7471 Unit #: _____

B. Description: Chair

Year

Make

Model

Color

C. Serial or VIN number: _____

D. Recommended Method of Disposition:

Dispose / Sale

E. Salvage value: _____

F. Vendor / Manufacturer: _____

G. Date removed from inventory:

01/12/20

Department Head / Property Custodian Signature:

This Section for Finance Use Only

Date Submitted to Finance: _____

Date Removed from Fixed Assets: _____

Date Approved by Commission: _____

Minutes Attached: Yes _____ No _____

Fixed Asset #: _____

Fixed Asset Removed By: _____

Fixed Asset Verified By: _____



Inventory Property Disposition

(Fixed Asset)

Date:

06/12/20

Department:

Juvenile Court / Judge's Office

A. Identification Tag #: 8011 Unit #: _____

B. Description: Printer
Year _____ Make HP _____ Model _____ Color _____

C. Serial or VIN number: _____

D. Recommended Method of Disposition: Dispose

E. Salvage value: _____

F. Vendor / Manufacturer: _____

G. Date removed from inventory: 06/12/20

Department Head / Property Custodian Signature:

[Signature]

This Section for Finance Use Only

Date Submitted to Finance: _____

Date Removed from Fixed Assets: _____

Date Approved by Commission: _____

Minutes Attached: Yes _____ No _____

Fixed Asset #: _____

Fixed Asset Removed By: _____

Fixed Asset Verified By: _____



Inventory Property Disposition (Fixed Asset)

Date:

6/12/200

Department:

Judge's Office

A. Identification Tag #:

7474

Unit #:

B. Description:

Chair

Unknown

Year

Make

Model

Color

C. Serial or VIN number:

D. Recommended Method of Disposition:

Dispose / Sale

E. Salvage value:

F. Vendor / Manufacturer:

G. Date removed from inventory:

6/12/200

Department Head / Property Custodian Signature:

[Signature]

This Section for Finance Use Only

Date Submitted to Finance:

Date Removed from Fixed Assets:

Date Approved by Commission:

Minutes Attached: Yes No

Fixed Asset #:

Fixed Asset Removed By:

Fixed Asset Verified By:



Inventory Property Disposition

(Fixed Asset)

Date:

01/12/200

Department:

Juvenile Court

A. Identification Tag #: 7821

Unit #: _____

B. Description: Monitor / TV

Toshiba

Year

Make

Model

Color

C. Serial or VIN number: _____

D. Recommended Method of Disposition:

sell

E. Salvage value: _____

F. Vendor / Manufacturer: _____

G. Date removed from inventory:

01/12/200

Department Head / Property Custodian Signature:

Paul Papark

This Section for Finance Use Only

Date Submitted to Finance: _____

Date Removed from Fixed Assets: _____

Date Approved by Commission: _____

Minutes Attached: Yes _____ No _____

Fixed Asset #: _____

Fixed Asset Removed By: _____

Fixed Asset Verified By: _____



Inventory Property Disposition

(Fixed Asset)

Date:

06/12/2006

Department:

Juvenile Court

A. Identification Tag #: 7826 Unit #: _____

B. Description: Monitor / TV
Toshiba

Year Make Model Color

C. Serial or VIN number: _____

D. Recommended Method of Disposition: sell

E. Salvage value: _____

F. Vendor / Manufacturer: _____

G. Date removed from inventory: 06/12/2006

Department Head / Property Custodian Signature:

Barbara Papad

This Section for Finance Use Only

Date Submitted to Finance: _____

Date Removed from Fixed Assets: _____

Date Approved by Commission: _____

Minutes Attached: Yes _____ No _____

Fixed Asset #: _____

Fixed Asset Removed By: _____

Fixed Asset Verified By: _____



Inventory Property Disposition

(Fixed Asset)

Date:

06/12/200

Department:

Juvenile Court

A. Identification Tag #:

8182

Unit #:

B. Description:

DELL

Year

Make

Model

Color

C. Serial or VIN number:

D. Recommended Method of Disposition:

Dispose

E. Salvage value:

F. Vendor / Manufacturer:

G. Date removed from inventory:

06/12/200

Department Head / Property Custodian Signature:

B. Papanton

This Section for Finance Use Only

Date Submitted to Finance:

Date Removed from Fixed Assets:

Date Approved by Commission:

Minutes Attached: Yes No

Fixed Asset #:

Fixed Asset Removed By:

Fixed Asset Verified By:



Request to Declare County Property as Surplus

Juvenile Court

Department:

6/10/2026

Date of Request:

County Tag / ID #	Description	Year	Brand / Make	Model	VIN / Serial #	Condition	Estimated Value (Trade, Sale, Scrap)	Reason for Disposition	Requested Disposition Method
1 9018	Tree								Transfer to Circuit Court
2 9013	Bamboo Tree								Transfer to Circuit Court
3									
4									
5									
6									
7									
8									
9									
10									

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Department Head / Property Custodian Signature

Date



Property Transfer Notification Form

(Fixed Asset)

Date:

6/10/24

Department:

Juvenile Court

A. Identification Tag #:

9018

Unit #:

B. Description:

Tree

Year

Make

Model

Color

C. Serial or VIN number:

D. Current Asset Value:

E. Transferring Department:

Juvenile Court

F. Supervisor Signature (Transferring Department):

BurAnna Papantain

G. Receiving Department (Receiving Department):

Circuit Court Clerk

H. Supervisor Signature:

Johnny Blankenship

I. Date transferred from inventory:

6/10/24

This Section for Finance Use Only

Date Submitted to Finance:

Date Updated in Fixed Assets:

Date Approved by Commission:

Minutes Attached: Yes ___ No ___

Fixed Asset #:

Fixed Asset Updated By:

Fixed Asset Verified By:



Property Transfer Notification Form

(Fixed Asset)

Date:

6/10/20

Department:

Juvenile Court

A. Identification Tag #:

9013

Unit #:

B. Description:

Bamboo Tree

Year

Make

Model

Color

C. Serial or VIN number:

D. Current Asset Value:

E. Transferring Department:

Juvenile Court

F. Supervisor Signature (Transferring Department):

B. Anna Papantais

G. Receiving Department (Receiving Department):

Circuit Court Clerk

H. Supervisor Signature:

Johnny Blankenship

I. Date transferred from inventory:

6/10/20

This Section for Finance Use Only

Date Submitted to Finance:

Date Updated in Fixed Assets:

Date Approved by Commission:

Minutes Attached:

Yes No

Fixed Asset #:

Fixed Asset Updated By:

Fixed Asset Verified By:



Request to Declare County Property as Surplus

Department: FINANCE

Date of Request: 8/14/20

County Tag / ID #	Description	Year	Brand / Make	Model	VIN / Serial #	Condition	Estimated Value (Trade, Sale, Scrap)	Reason for Disposition	Requested Disposition Method
1 7315/828	Adding Machine		Sharp	Comet	AS-176041200125	Good		Not working	Scrap
2									
3									
4									
5									
6									
7									
8									
9									
10									

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Shel Turner
Department Head / Property Custodian Signature

8-14-20
Date



Inventory Property Disposition (Fixed Asset)

Date: 7-9-2026

Department: Trustee

A. Identification Tag #: 3764 Unit #: _____

B. Description:

viewsonic monitor black
Year Make Model Color

C. Serial or VIN number: Q87065223077

D. Recommended Method of Disposition: wouldn't turn on/broken

E. Salvage value: 0

F. Vendor / Manufacturer: _____

G. Date removed from inventory: 7/9/2026

Department Head / Property Custodian Signature: 

This Section for Finance Use Only

Date Submitted to Finance: _____

Date Removed from Fixed Assets: _____

Date Approved by Commission: _____

Minutes Attached: Yes _____ No _____

Fixed Asset #: _____

Fixed Asset Removed By: _____

Fixed Asset Verified By: _____



Request to Declare County Property as Surplus

Department:

Solid Waste

Date of Request:

8/5/2026

County Tag / ID #	Description	Year	Brand / Make	Model	VIN / Serial #	Condition	Estimated Value (Trade, Sale, Scrap)	Reason for Disposition	Requested Disposition Method
1	printer		Brother	L2720DW	U63888b5n884651	BAD	0	No longer works	recycle
2	tommy gate(came off Old Dominion Trailer)							Not needed	Gov Deals
3	4 door truck	2000	Chevrolet	3500	1GCGC33R8YF470819	Fair		No longer needed	Gov Deals
4	1 ton dump	1990	GMC	TNV	TNVIN946773051067	good		No longer needed	Gov Deals
5	Forklift(previously on GovDeals)		Clark			BAD		No longer works	Recycle
6	4 containers of various sizes					BAD		No longer needed	Recycle
7	Trash Tractor	2009	Volvo	VNL	4V4NC9EG19N287134	Poor		No longer runs	Recycle
8									
9									
10									

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Department Head / Property Custodian Signature

8/5/2026

Date

Exhibit 3

Property Transfer Notification Form

General Description of Property Item

- A. Identification tag number _____
- B. Specific Description
- | | | | |
|-------|--------------------|-------------|---------------|
| _____ | <u>HUNTER LIFT</u> | <u>2132</u> | <u>ORANGE</u> |
| year | make | model | color |
- C. Serial or VIN number AK873
- D. Current Asset Value \$2,000
- E. Transferring Department and Supervisor Signature
SOLID WASTE - [Signature]
- F. Receiving Department and Supervisor Signature MAINTENANCE DEPT
- G. Date transferred from inventory _____



Request to Declare County Property as Surplus

Department:

Highway

Date of Request:

7/20/20

County Tag / ID #	Description	Year	Brand / Make	Model	VIN / Serial #	Condition	Estimated Value (Trade, Sale, Scrap)	Reason for Disposition	Requested Disposition Method
1 Unit 42	2009 Ford F-350	2009	Ford	F-350	1FD5W35499EA30164	rust	500.00	Excessive Rust	Gov Deals
2 Unit 47	2010 Ford F-550	2010	Ford	F-350	1FDAF57F84EB21054	rust	500.00	Excessive Rust	Gov Deals
3 Unit 43	2009 Ford F-350	2010	Ford	F-350	1FD5W35499EA35085	rust	500.00	Excessive Rust	Gov Deals
4 Unit 87	2012 Freightliner 116M	2012	Freightliner	116M	1FVAC135XC8BT1630	rust	5000.00	Excessive Rust	Gov Deals
5 Unit 88	2012 Freightliner 116M	2012	Freightliner	116M	1FVAC135XC8BT1637	rust	5000.00	Wire Issue	Gov Deals
6 Unit 109	1992 Cat CB-224D	1992	Cat	CB-224D	CATCB224H8R2022	needs repair	1200.00	Drum Wear	Gov Deals
7 Unit 264	Tire Machine		Cats	40-40SA	13034		300.00	Out Dated	Gov Deals
8									
9									
10									

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After 3 attempts of selling, if not sold, item may be scrapped

Shannen Buckner
Department Head / Property Custodian Signature

8-10-26
Date



Request to Declare County Property as Surplus

Department:

CARTER Co Sheriff

Date of Request:

8-12-24

County Tag / ID #	Description	Year	Brand / Make	Model	VIN / Serial #	Condition	Estimated Value (Trade, Sale, Scrap)	Reason for Disposition	Requested Disposition Method
1	⁸¹ Blue Honda Odyssey	2010	Honda	Odyssey	5FNRL3H9XAB06495		6,740.00	Old outdated	Sale
2	¹⁰⁰⁸ White Ford Taurus	2015	Ford	Taurus	1FAHP2MK9FG153942		1,500.00	Wrecked	Crash
3	¹⁰³ White Ford Taurus	2015	Ford	Taurus	1FAHP2MK0FG153943		1,500.00	Bad Motor	Sale
4	⁰² White Dodge Charger	2010	Dodge	Charger	ZB3AA4CT8AH304805		1,500.00	Old	Sale
5	⁸² White Ford Explorer	2013	Ford	Explorer	1FM5K8R3DGB90347		2,900.00	Bad Motor	Sale
6	⁸⁴ White Ford Explorer	2014	Ford	Explorer	1FM5K8R3E6A91867		5,100.00	Bad Motor	Sale
7	⁰¹ White Ford Taurus	2015	Ford	Taurus	1FAHP2MK8FG195521		1,500.00	Bad Transmission	Sale
8	³⁴ White Ford Taurus	2015	Ford	Taurus	1FAHP2MK2FG195525		1,500.00	Bad Motor	Sale
9	¹¹³ White Chevy Tahoe	2010	Chevy	Tahoe	1GNLKA07AR268674		1,400.00	High Mileage	Sale
10	¹⁹³ Black Ford Explorer	2019	Ford	Explorer	1FM5KKARXKGA31080		4,170	High Mileage	Sale

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CAPTAIN Keith Roney
Department Head / Property Custodian Signature

8-12-24
Date



Request to Declare County Property as Surplus

Department:

CARTER Co Sheriff

Date of Request:

8-12-26

County Tag / ID #	Description	Year	Brand / Make	Model	VIN / Serial #	Condition	Estimated Value (Trade, Sale, Scrap)	Reason for Disposition	Requested Disposition Method
1	195 Black Ford Explorer	2016	Ford	Explorer	1FM5K8AR9GG005490		3,455.00	High Mileage	Sale
2	196 Black Ford Explorer	2016	Ford	Explorer	1FM5K8AR2GG005511		3,455.00	High Mileage	Sale
3									
4									
5									
6									
7									
8									
9									
10									

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CARTER Co Sheriff
Department Head / Property Custodian Signature

8-12-26
Date

COUNTY ATTORNEY REPORT
August 2026

General Litigation update:

1. Litter regulation violation cases (Carter County Chancery Court) – Hearings held for three total cases this month; two cases ongoing for compliance after judgment obtained, one default judgment obtained and county cleanup ordered; Coordinate first phase of ejectments from Jim Elliott road property for cleanup as ordered.
2. Carter County v. Gwinn (Carter County Chancery Court) – Judgment obtained on 7/30/26 for \$172,623.46 plus costs and attorney's fees.

Other Work performed/ongoing:

1. Research completed and opinions rendered for various county office holders and commissioners as requested.
2. Finance Department – Assist with public records requests; Attend meetings, document review and ongoing assistance with White Rock road project issues; Research and assist with transfer station bids issue; Review of two EPAC agreements; Review of ACA compliance agreements.
3. Planning Commission/Department – Attended commission meeting; Continued cooperation with codes enforcement officer re: prosecution of litter regulations violation cases; Research and assistance provided re: Data Center Regulations and Resolution Amending the Zoning Resolution.
4. Landfill Committee/Director – Attended committee meeting; Continued work with Director and prosecution of ongoing Gwinn litigation; Assist Landfill Director re: tire processing issue.
5. Sheriff's Office – Assist with Subpoena Duces Tecum compliance; Title research and assist with cemetery road access dispute; Coordinate to enforce Chancery Court litter case order.
6. County Commission – Attended commission meeting; Draft of meeting agenda and compiled meeting materials for packets; Review, research, update and revise commission local rules of procedure for compliance with state law; Revise and update all other materials for new commissioner handbooks.
7. Budget Committee – Attended committee meeting; Research and revision of Interfund Capital Outlay Notes Resolution and form of notes for approval.
8. Mayor's Office – Research and correspond with Mayor and Commissioner Frazier re: JECDB issues; Research re: constable bonds.
9. County Clerk – Research and assist with issues related to election and incoming commissioners.
10. Financial Management Committee – Attended committee meeting; Legal review of various documents.
11. Highway Department/Committee – Continued work on obtaining partial release deeds re: Danner Bridge project; Attended committee meeting; Assist Chair with Bridge dedication questions.