

FINANCIAL MANAGEMENT COMMITTEE

June 6, 2012

8:30 am

07-11-12  
FILED

APPROVED

MARY GOUGE  
COUNTY CLERK

*M. G.*

**PRESENT:** Jo Ann Blankenship, Tom Bowers, Leon Humphrey, Jack Perkins, Pat Hicks, Russell Kyte, and Mickey Taylor.

The meeting was called to order by Jo Ann Blankenship.

Quorum present

Motion was made by Pat Hicks second by Jack Perkins, to approve the agenda. Motion carried.

Motion was made by Tom Bowers, second by Russell Kyte to approve the May 2, 2012 minutes. Motion carried.

### Unfinished Business

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- **Update from Randal Lewis on Partial Payments:** The Trustee's office has sent correspondence to the Comptroller's office to request approval for partial payments. Randal Lewis stated his office has received a letter back from the Comptroller's office stating their plan is acceptable and has been approved. Randal also stated he will be working with County Attorney Keith Bowers on a resolution.
- **Financial Management Software Request for Budget Committee:** Finance Director Ingrid Deloach gave a handout on the breakdown percentage each fund should pay for the proposed Financial Management Software, see attached. Mrs. Deloach also informed the committee that the current financial management software provider, Bridge, had been bought out by Saratoga Technology of Johnson City.

Motion was made by Leon Humphrey, second by Pat Hicks to have a representative from Saratoga Technology come talk to the committee so they can be better informed as to what this change means for the Finance Department. Motion carried.

- **Director of Finance Yearly Salary Increase Request for Budget Committee:** Jo Ann Blankenship stated the yearly salary increase was taken out of the 2013 budget when the Budget Committee requested the Finance Director to remove all pay raises from the budget. Jo Ann felt like the yearly salary increase was an obligation the committee had already made and should be put back into the budget. Tom Bowers agreed with Ms. Blankenship that the yearly increase should be added back into the budget.

Motion was made by Tom Bowers, second by Jack Perkins to send the Director of Finance's yearly salary increase request to the Budget Committee to be added back to the 2012-2013 budget. Motion carried.

- **Lagging County Payroll:** Lagging of county payroll by one week was sent to the full commission with recommendation from the Financial Management Committee. Motion failed at full commission.

## New Business

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- **Violation of Travel Policy:** Motion made by Mayor Leon Humphrey second by Russell Kyte that the Travel Policy be revised under section f to state "Please contact the Finance Department for availability", and revised under section g to state "Before utilizing a personal vehicle, please check with the Finance Department on the availability of county vehicles". Motion carried.
- **County Purchasing Policy:** Commissioner Ken Arney stated he felt there had been abuse of the bid process. He said there were two purchases made in the Mayor's office a few days apart that were part of one project and should have been bid out. Copies of the invoices for the purchases in question were given to Mr. Arney. Ken Arney also said there was a project done at the courthouse annex for approximately \$8,000 that should have been bid. Mayor Leon Humphrey replied that the purchasing policy will be followed going forward and he did not see the purchase of the camera and microphone as a violation of the purchasing policy.
- **Jail & POD Progress Report:** Jo Ann Blankenship stated the Buildings and Grounds Committee voted to have an absolute auction for the Jail PODs with the requirement that winning bidder have a bond to ensure PODs are removed from the site timely and without damage to county property. If no bid is received the PODs will be dismantled and sold for scrap as the current agreement with the City of Elizabethton states the PODs must be removed. Jo Ann Blankenship stated it would be cost prohibitive to move the PODs to another location for county use. Mayor Leon Humphrey said he felt quotes for moving the PODs should have been received before voting to auction them off.
- **Recent Bids:** a list of bids from May 2, 2012 through present was reviewed.
- **County General Update:** Mayor Leon Humphrey presented the proposed agreement between Carter County Tennessee and Curtis Cannon for a Project Manager to be over the construction of the new Animal Shelter, see attached. Mayor Humphrey stated the size of the new animal shelter has been reduced to ensure the project does not go over budget. Mayor Humphrey also discussed the importance of having someone over this project ensuring the building is constructed correctly. Jo Ann Blankenship and Tom Bowers both stated they felt Curtis Cannon is a very well qualified person however they have concerns about the compensation as outlined in the agreement.

Motion made by Leon Humphrey second by Russell Kyte to approve this agreement between Carter County Tennessee and Curtis Cannon. Motion Carried.

- **County Highway Department Update:** Jack Perkins stated the Highway Department is working everyday on paving roads.
- **County Schools Department Update:** Mickey Taylor representing the School Department discussed the budget cuts that have been made for the upcoming fiscal year.

- **Tom Bowers:** No Report
- **Pat Hicks:** No Report
- **Russell Kyte:** No Report
- **Public Comments:** Various citizens made statements and asked questions.

Motion by Tom Bowers, second by Pat Hicks, to adjourn. Motion carried.

Respectfully submitted,

Christa Byrd

  
Jo Ann Blankenship, Approved for File

APPROVED



AGREEMENT BETWEEN CARTER COUNTY, TENNESSEE and CURTIS CANNON,

CONSTRUCTION ADVISOR

This the \_\_\_\_\_ day of May, 2012, this agreement is entered into between Carter County, Tennessee/City of Elizabethton (hereinafter known as Owner), and Curtis L. Canon, 174 Maple Tree Lane, Watauga, Tennessee 37643 (hereinafter known as Construction Advisor). The project in question shall be the construction of the new Carter County/Elizabethton Animal Shelter at Sycamore Shoals Drive, Elizabethton, Tennessee. The construction advisor shall further interact and work in conjunction with the architect of the project, Reedy and Sykes Architecture and Design, located at 613 East Elk Avenue, Elizabethton, Tennessee. Said agreement between Owner and Advisor is as follows:

A. CONSTRUCTION ADVISOR

1. The Construction Advisor shall supervise and manage the construction of the above listed project on behalf of the Owner. The Advisor shall provide adequate staff, resources, and shall possess sufficient knowledge of the construction process to manage the project in a manner consistent with that of a reasonable Construction Advisor.
2. The Construction Advisor shall review all necessary documents for the project including, but not limited to the design documents provided by the Architect, the bid documents set forth by all potential providers of service to the Owner and the actual invoices for all materials and or supplies as purchased on behalf of the Owner. He shall provide recommendations as to each of the aforementioned documents and shall further use his expertise in such a manner as to advise the Owner to all potential cost savings and potential alternatives during the bid process as well as during the construction phase, which could result in a positive outcome for the Owner.
3. The Construction Advisor shall manage and oversee the day to day construction of the project, shall coordinate all work performed by each individual provider of services at the project site, shall work to ensure the project grounds are made available for work in a timely fashion in such a manner to ensure the project remains on schedule by ensuring that each provider of services adheres to the schedule to which he has developed.
4. The Construction Advisor shall review all invoices, purchase orders, and requests for payments as provided to the Owner to ensure they accurately represent the services and or materials provided on the Owner's behalf.
5. The Construction Advisor shall strive to ensure that the Owner complies with all requirements for equal opportunity employment and further complies with all requirements of Title VI.
6. The Construction Advisor shall review all proposals for services and or materials at the job site and provide his recommendation to the Owner concerning the best quality of said bids for the potential provider.

7. The Construction Advisor shall provide a proposed schedule for the completion of the project to the Owner and upon approval of the schedule by the Owner; the Construction Advisor shall adhere to said schedule to ensure the project is completed pursuant to the schedule as approved.
8. The Construction Advisor shall review and inspect daily labor at the site to ensure that it is of a suitable quality and in such a fashion which will allow the project to be completed in such a quality and manner that meets with the approval of the owner and meets the specifications as set forth by the architect.
9. The Construction Advisor shall ensure that any and all workman, contractors, subcontractors, provide proof of, and certificates of adequate insurance, both liability and workers compensation prior to beginning any work on the property of the Owner.
10. The Construction Advisor shall make no modifications to the architectural plans as approved by the Owner without the express written consent of the Owner and the Architect.
11. The Construction Advisor shall secure all warranty documents for any equipment which he oversees the installation and placement of at the job site and provide said documents to the Owner upon the completion of the project.
12. The Construction Advisor shall secure all necessary certificates of occupancy and or certificates of completion as necessary upon the completion of the construction phase of the project.
13. The Construction Advisor shall secure and provide proof of insurance for himself and any employees for workers compensation or general liability while performing services on behalf of the Owner.

#### B. Owner

1. The Carter County/City of Elizabethton Animal Shelter is a joint governmental facility managed and owned by both Carter County, Tennessee, and the City of Elizabethton. The real property is owned by the City of Elizabethton but the day to day operations of the facility shall be managed by Carter County. The agreement by the two governmental bodies is evidenced by a memorandum of agreement previously executed and authorized by both governmental bodies. The Construction Advisor shall be considered an independent contractor, but shall be under the direct supervision of the Carter County Mayor and the Advisory Board of the Animal Shelter. The City of Elizabethton shall provide the compensation for all services rendered by the Construction Advisor from a fund which has been established and jointly funded by Carter County and the City of Elizabethton.
2. The Owner maintains specific ownership of all drawings and/or renderings as provided by Reedy and Sykes Architectural Design concerning the Animal Shelter Project.

3. The Owner shall provide reasonable and timely instruction to the Construction Advisor concerning all issues and/or questions advanced to the Owner by the Construction Advisor.
4. The Owner agrees to submit payment for all services provided by the Construction Advisor in a timely fashion. All invoiced shall be provided to the Carter County Mayor who shall in turn advance the same to the appropriate individual with the City of Elizabethton for payment of the same.

C. Miscellaneous Provisions

1. Any claim, dispute, or suit arising from this contract and/or the construction of the Animal Shelter itself, shall be governed by the laws of the State of Tennessee. Venue specifically rests with the Circuit or Chancery Court of Carter County, Tennessee. Both parties specifically waive any claim to utilize arbitration as a means of resolving any potential dispute between the parties.
2. This agreement may be terminated upon ten days written notice provided by either party to the other.

D. COMPENSATION

1. The Construction Advisor shall be compensated at the rate of one thousand, four hundred and fifty (\$1,450.00) dollars per week. This shall be based upon the Construction Advisor working a minimum of forty (40) hours per week.
2. The Construction Advisor shall receive additional compensation for the following:

Vehicle Allowance – (\$500.00 per month)  
Mobile Phone/Computer – (\$100.00 per month)  
Fuel Allowance – (\$240.00 per month)

Total Per Diem - \$210.00 per week

This agreement represents the entire agreement of the parties and no other documents or promises are valid unless set forth in the body of this document. All parties are represented by Counsel or have been advised to seek independent legal counsel; the drafting of this document has been an effort of all parties and shall be considered jointly drafted.

Owner:

Construction Advisor:

\_\_\_\_\_  
Carter County, Tennessee

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Curtis Cannon

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City of Elizabethton