

BENTON COUNTY COMMISSIONERS MEETING

September 17, 2018

BE IT REMEMBERED THAT ON SEPTEMBER 17, 2018, THAT THE BENTON COUNTY COMMISSIONERS MET IN REGULAR SESSION AT THE BENTON COUNTY COURTHOUSE @ 6:00 PM.

AGENDA

1. Opening of Meeting by Sheriff or his appointee.
2. Invocation was led by Reverend Troy Redmond and Pledge of Allegiance was led by Tyson Pierce Arnold, 8th grader from Holladay Jr. High School.
3. Roll call by Chief Deputy Clerk Donna Melton.

MEMBERS PRESENT: COMMISSIONERS ABSENT – JERRY BRANDON

DIST. 3	KELEAH DYE	NORMAN FRAZIER	GARY FURR
DIST. 4		SONNY HALL	PHIL MELTON
DIST. 5	ROSANNE WARD	BILL KEE	RACHELLE HILL
DIST. 6	DARRYL HICKS	MARY POWERS	RONNIE HOPPER
DIST. 1	ANGIE HERN	DON PATTON	WARD PLANT
DIST. 2	ROCKY PRESSON	DAYNA FERGUSON	KENNETH MILLER

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4. Announcing of Quorum by Chief Deputy Clerk Donna Melton.
 5. Election of Chairman
 6. Election of Chairman Pro-Tem
 7. Proclamation of appreciation for County Commissioners.
 8. Approval of the Agenda.
 9. Citizens Forum.
 10. Commissioners Forum.
 11. Approval of previous month's minutes.
 12. Report of Public Utilities.
 13. Approval of the Benton County Employee Insurance Renewal with BlueCross BlueShield.
 14. Resolution agreement for professional airport services with A2H, Inc. for 5 years (0917-01).
 15. Resolution appointing three new members, Ward Plant, Justin Thornton and Jan Hendrix to the Benton-Decatur Sewer Board for a 4-year term set to expire October 1, 2022 (0917-02).
 16. Resolution appointing Mary Powers to the Board of Public Utilities for a 4-year term set to expire October 1, 2022 (0917-03).
 17. Resolution to appoint a new county attorney, Shon Debrock Johnson from Henry County, for a 4-year term set to expire October 1, 2022 (0917-04).
 18. Resolution to re-establish a Benton County Animal Shelter Board with 5 board members for a 4-year term set to expire October 1, 2022 (0917-05).

19. Resolution budgeting funds in the amount of \$427.50 within the library budget (0917-06).
 20. Resolution budgeting funds in the amount of \$160.00 within the animal shelter budget (0917-07).
 21. Resolution budgeting the TDOT Courthouse Improvement Grant funds reimbursed in the amount of \$47,617.00 within Fund 178-Capital Outlay Note/Capital Projects (0917-08).
 22. Resolution budgeting Read to be Ready Grant funds in the amount of \$10,000 within the school's budget (0917-09).
 23. Resolution budgeting funds in the amount of \$5,230.22 within the Sheriff's Budget (0917-10).
 24. Resolution budgeting funds in the amount of \$2,009.40 within the Sheriff's budget (0917-11).
 25. Resolution appropriating the Pam Chamelik Estate funds in the amount of \$45,269.09 that reverted back to the Unassigned General Fund Balance at fiscal year-end and budgeting within the Animal Shelter Budget (0917-12).
 26. Resolution appropriating funds in the amount of \$4,782.61 from the Unassigned Fund Balance in order to purchase the County Clerk's Office new filing cabinets (0917-13).
 27. Resolution appropriating funds in the amount of \$14,069.01 from the Unassigned Fund Balance within the County General Fund for the Victim Assistance Assessment fees collected during the 2017-2018 fiscal year and remit to the Women's Resource Assistance Program (0917-14).
 28. Appointing Notaries.
 29. Any other business.
 30. Adjourn.
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First order of business is to elect a Chairman and a Pro-Tem

ELECTION OF CHAIRMAN

Nominations were open by Chair Wanda Malin.

Nominees were Ward Plant, Brett Lashlee and Phil Melton.

Ward Plant was nominated by Don Patton and seconded by Ronnie Hopper.

Brett Lashlee was nominated by Darrell Hicks and seconded by Mary Powers.

Mayor Brett Lashlee respectfully passed on his nomination.

Phil Melton was nominated by Rosanne Ward and seconded by Sonny Hall.

Motion was made by Commissioner Don Patton and seconded by Commissioner Hern to cease nominations.

<u>CHAIRMAN ELECTION</u>							
COMMISSIONER	ABSENT	PRESENT	WARD PLANT	PHIL MELTON	PASS		
KELEAH DYE		X	X				
NORMAN FRAZIER		X		X			
GARY FURR		X		X			
JERRY BRANDON	X						
SONNY HALL		X		X			
PHIL MELTON		X			X		
ROSANNE WARD		X		X			
BILL KEE		X		X			
RACHELLE HILL		X	X				
DARRELL HICKS		X	X				
MARY POWERS		X	X				
RONNIE HOPPER		X	X				
ANGIE HERN		X	X				
DON PATTON		X	X				
WARD PLANT		X	X				
ROCKY PRESSON		X	X				
DAYNA FERGUSON		X		X			
KENNETH MILLER		X	X				

Ward Plant changed his vote from pass to a vote for Ward Plant.
 With 10 votes for Ward Plant and 6 votes for Phil Melton and one Pass vote, Ward Plant is elected Chairman.

Chairman Plant thanked everyone for their votes and vows to be fair to everyone and to go by the rules.

ELECTION OF PRO-TEM

Nominations were opened for Pro-Tem.

Nominees are Norman Frazier and Darrell Hicks.

Norman Frazier was nominated by Rachelle Hill and seconded by Angie Hern

Darrell Hicks was nominated by Angie Hern and seconded by Keleah Dye.

Nominations were closed.

PRO-TEM ELECTION #1 VOTE							
COMMISSIONER	ABSENT	PRESENT	FRAZIER	HICKS	PASS		
KELEAH DYE		X		X			
NORMAN FRAZIER		X			X		
GARY FURR		X	X				
JERRY BRANDON	X						
SONNY HALL		X	X				
PHIL MELTON		X	X				
ROSANNE WARD		X	X				
BILL KEE		X			X		
RACHELLE HILL		X	X				
DARRELL HICKS		X			X		
MARY POWERS		X		X			
RONNIE HOPPER		X		X			
ANGIE HERN		X		X			
DON PATTON		X		X			
WARD PLANT		X		X			
ROCKY PRESSON		X		X			
DAYNA FERGUSON		X	X				
KENNETH MILLER		X		X			

Norman Frazier received 6 votes and Darrell Hicks received 8 votes and 3 Passes. No one is elected and a second vote is required.

PRO-TEM ELECTION VOTE #2							
COMMISSIONER	ABSENT	PRESENT	FRAZIER	HICKS	PASS		
KELEAH DYE		X		X			
NORMAN FRAZIER		X			X		
GARY FURR		X	X				
JERRY BRANDON	X						
SONNY HALL		X	X				
PHIL MELTON		X	X				
ROSANNE WARD		X	X				
BILL KEE		X			X		
RACHELLE HILL		X	X				
DARRELL HICKS		X			X		
MARY POWERS		X		X			
RONNIE HOPPER		X		X			
ANGIE HERN		X		X			
DON PATTON		X		X			
WARD PLANT		X		X			
ROCKY PRESSON		X		X			
DAYNA FERGUSON		X	X				
KENNETH MILLER		X		X			

Norman Frazier received 6 votes and Darrell Hicks received 8 votes and 3 Passes. Pro-Tem must receive at least 10 votes to pass.

Motion was made by Commissioner Ferguson and seconded by Commissioner Presson to suspend the Pro-Tem election until the October Meeting. On a roll call vote, 10 Ayes, 3 Nays and 4 Pass. Motion Carries.

<u>PRO-TEM ELECTION SUSPENDED</u>							
COMMISSIONER	ABSENT	PRESENT	MOTION	SECOND	AYE	NAY	PASS
KELEAH DYE		X					X
NORMAN FRAZIER		X					X
GARY FURR		X					X
JERRY BRANDON	X						
SONNY HALL		X			X		
PHIL MELTON		X			X		
ROSANNE WARD		X			X		
BILL KEE		X					X
RACHELLE HILL		X			X		
DARRELL HICKS		X				X	
MARY POWERS		X				X	
RONNIE HOPPER		X				X	
ANGIE HERN		X			X		
DON PATTON		X			X		
WARD PLANT		X			X		
ROCKY PRESSON		X		X	X		
DAYNA FERGUSON		X	X		X		
KENNETH MILLER		X			X		

RECOGNITION OF PAST COMMISSIONERS

Chairman Plant turned the meeting over to Mayor Lashlee for the Proclamation of Appreciations of past Commissioners.

Mayor Lashlee called Trey Smith, Jimmy Wiseman, Brett Rogers, Bob Smith and Lyle Vanlew to the commissioner podium. Mayor Lashlee wanted to recognize and commend the following commissioners:

Commissioner Trey Smith for 4 years as District 1 Commissioner and Budget Committee Chairman.

Commissioner Jimmy Wiseman for 8 years as District 2 Commissioner and 4 years served as County Mayor and 16 years served as Register of Deeds.

Commissioner Brett Rogers for 8 years as District 3 Commissioner.

Commissioner Bob Smith for 1 year as District 5 Commissioner.

Commissioner Lyle Vanlew for 4 years as District 6 Commissioner and Commissioned Chaplain.

Whereas Benton County would like to present these commissioners with a certificate of Appreciation and recognition of the valuable community service they have graciously provided to the County, therefore, on this 17 day of September 2018 (Constitution Day), Benton County would like to present to Trey Smith, Jimmy Wiseman, Brett Rogers, Bob Smith and Lyle Vanlew with a certificate of appreciation and recognition of the dedication and service to Benton County, which will never be forgotten.

Signed,

Brett W. Lashlee.

APPROVAL OF THE AGENDA

Motion was made by Commissioner Mary Powers and seconded by Commissioner Don Patton to approve the agenda. On a roll call vote, all present voted Aye. Motion Carries.

CITIZENS FORUM

Bonnie Evans spoke about spraying of the weeds along the road sides.

Ellona Bateman Lee asked why the Animal Shelter job was not posted and is there still going to be animal rescues. She also asked about the experience requirements for the Animal Control Officer.

Horace Bell spoke about weedy areas in his district needing mowed and issues surrounding the Courthouse Project and the handicap parking.

Wesley Tarr from the 2nd district supports the commissioners and thinks the commissioners should study Robert's Rules of Order.

COMMISSIONERS FORUM

Commissioner Rachelle Hill commented about the May 21, 2018 that Resolution 0521-02 proposed to decrease the size of the commission to 12 but the motion failed. At the June 18 meeting Trey Smith asked the Commission to reconsider that resolution. Despite objections pointing out that this was improper, the Chair allowed this and the resolution was passed. Roberts Rules of Order clearly state that someone on the prevailing side must make the motion and it must be made the same day as the previous motion. T.C.A. 5-5-203a reads, "Any law, private act or general act of local application in conflict with any provision of this chapter and chapters 1 and 6 of this title is hereby repealed." Let the minutes reflect that due to the improper manner in which resolution was passed it is hereby repealed with no further action required.

Commissioner Rachelle Hill then added comments concerning 75 Java Lane...T.C.A. 5-1-115 states that a county may adopt a private act to remedy properties that are found to endanger the health, safety or welfare of other citizens, or to encourage the infestation of rats and other harmful animals. Resolution 1117-02 was passed by Benton County Commissioner on 11-17-2003. The steps required to allow the Mayor's Office to hire a private company to rectify the situation have been completed several times. This commissioner requests that the Mayor move with haste to serve the citizens that have had to live next to this property without relief or aid from their county government and clean up this property.

Commissioner Gary Furr asked who would be responsible to notify the county about 75 Java lane and the clean-up needed there.

Mayor Lashlee said the law enforcement committee needs to be informed on the issue of 75 Java Lane. The mayor says this is a grave concern to him and that we are going to clean up the county.

Mayor Lashlee responded to Mr. Horace Bell on his concerns about the courthouse to please attend the October Meeting. Mayor Lashlee will have a proposal on this issue.

Mayor Lashlee responded to Wesley Tarr that training on Robert's Rules of Order for the Commissioners.

Mayor Lashlee responded to Ellona Bateman Lee that normally no notice is given to employees that are going to be terminated. Sharon Niels was appointed interim Director because, along with her other qualifications, she has the heart to do the job.

APPROVE THE PREVIOUS MONTHS MINUTES

Motion was made by Commissioner Hicks and seconded by Commissioner Powers to approve August 2018 Minutes. On a voice vote, all present voted Aye. Motion Carries.

APPROVAL OF THE REPORT OF PUBLIC UTILITIES

Motion was made by Commissioner Hopper and seconded by Commissioner Patton to approve the Report of Public Utilities. On a voice vote, all present voted Aye. Motion Carries.

APPROVAL OF BLUECROSS BLUE SHIELD EMPLOYEE INSURANCE

Motion was made by Commissioner Hern and seconded by Commissioner Frazier to approve the Employee Insurance with BlueCross BlueShield of TN. On a roll call vote, all present voted Aye. Motion carries.

RESOLUTIONS

Motion was made by Commissioner Frazier and seconded by Commissioner Powers to approve RESOLUTION 0917-01. On a roll call vote, all present voted Aye. Motion Carries.

RESOLUTION NO. 0917-01

SPONSORED BY THE BENTON COUNTY MAYOR BRETT LASHLEE

**AGREEMENT FOR
PROFESSIONAL AIRPORT SERVICES
BENTON COUNTY AIRPORT**

THIS AGREEMENT is made this ____ day of _____, 2018, by and between the Benton County Airport (hereinafter called the "OWNER"), and A2H, INC. (hereinafter called the "ENGINEER"), with an office located at 3009 DAVIES PLANTATION ROAD, LAKE LAND, TN 38002.

WHEREAS, the OWNER has selected the ENGINEER in accordance with FAA Advisory Circular 150/5100-14E and hereby retains the ENGINEER to furnish: General Consulting, Funding Procurement and Grant Administration, Planning, Engineering Design, Resident Engineering, Environmental Analysis, Preparation of DBE Plans and associated services from time to time, as required, in connection with the planning and development of the Benton County Airport; and

WHEREAS, the ENGINEER has represented that it is qualified to provide such services and is willing to do so.

NOW, THEREFORE, the OWNER and the ENGINEER agree that the OWNER, when it so desires, may engage the ENGINEER to provide Professional Airport Services and that each assignment will be authorized by a supplement to this AGREEMENT, written in the form of Exhibit A and shall be entitled "WORK AUTHORIZATION NUMBER _____" being in accordance with the sequence in which the assignments are made. The OWNER and the ENGINEER each recognize that approval of each work authorization will be subject to negotiation of Scope of Work, Schedule and Fee and when FAA funding is involved, the OWNER's conducting of an independent fee review.

**SECTION I
SCOPE OF SERVICES**

GENERAL

For the purpose of this AGREEMENT, Benton County Mayor, is hereby designated as the OWNER representative to act for the OWNER in giving approvals and authorizations for the OWNER as hereinafter set forth.

When mutually agreed by the OWNER and the ENGINEER, and after having received from the OWNER written approval of the ENGINEER's work authorization, including an estimated cost for specified services, the ENGINEER shall provide professional services including, but not limited to planning, environmental services, design and construction plans, specifications, construction engineering services, and final projects closeout for projects (the "Project") such as:

1. Environmental Assessment
2. Land Acquisition Appraisals
3. Preliminary Engineering
4. Airport Layout Plan Update
5. Runway
6. Parallel Taxiway
7. Apron
8. AWOS
9. Lighting
10. Hangars
11. Access Roads
12. Terminal Building

A2H is the prime consultant for this Project. The proposed subconsultants we have assembled for the various tasks, with their respective anticipated responsibilities, are as follows:

PDC Consultants, LLC:	Project Management, Grant Administration, Airport Planning, and Environmental Planning.
Geotechnical Services:	To Be Determined.

DBE will be determined at the time of project scope.

**SECTION II
PAYMENT OF SERVICES**

The OWNER agrees to compensate the ENGINEER for services performed in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the Project under generally accepted accounting principles and as allowed in the Federal Procurement Regulations, Part 1-15.2, and not prohibited by the laws of the State of Tennessee. The ENGINEER understands that Project funding is dependent upon receipt of Federal, State or private grants, and payment will be made to the ENGINEER by Benton County solely from the funds the County receives from those said grants.

The method of payment and the amount of payment for specified services shall be detailed in a Work Authorization (sample form attached as Exhibit A), which shall be prepared by the ENGINEER and submitted to the OWNER for review and approval. The receipt of an approved Work Authorization will constitute the ENGINEER's Notice to Proceed.

The ENGINEER is not to undertake any work prior to the receipt of an approved Work Authorization executed by the Airport Board Chairman on authority of the OWNER, nor is the budget stipulated in a Work Authorization to be exceeded without prior approval from the OWNER.

METHODS OF PAYMENT

The following methods of payment shall be used:

A. **Hourly Fee Schedule Plus Expenses**

Under this method of payment, the ENGINEER's compensation will be based on actual hours worked, by discipline, times the then current man-hour rate, plus direct non-salary expenses, including the direct costs of subconsultants, plus a lump sum administrative fee computed to equal fifteen percent (15%) of the actual direct expense. The "hourly fee schedule plus expenses" method will only be utilized for work assignments where the exact scope of work is not able to be defined and for construction inspection and testing services. In all cases, the ENGINEER's compensation will be limited to a maximum not-to-exceed amount and so indicated in the Work Authorization. Man-hour rates, as mentioned above, are in accordance with the approved Exhibit B. (See Section V- Miscellaneous Provisions, E.2).

B. **Lump Sum**

For work that can be defined and delineated in advance, payment to the ENGINEER will be made on the basis of lump sum. The agreed lump sum shall represent full payment for all payrolls, overhead, profit, and other direct non-salary expenses. The lump sum will not increase or decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to renegotiation, and ENGINEER will prepare and submit a written request for OWNER's approval. If work is eligible for FAA funding, prior approval of FAA will be obtained.

Payments to the ENGINEER on account of the above fees shall be made within thirty (30) days after the receipt of invoices supported by appropriate accounting records or, in the case of a lump sum payment method, by an estimate of the percentage of Project completion. Invoices shall be submitted monthly or bi-monthly, as may be appropriate, for the amount of work carried out in that period.

The OWNER shall make the aforementioned payments pursuant to written monthly or bi-monthly statements submitted by the ENGINEER to the OWNER in a format approved by the OWNER. Said statements shall describe the services performed by the ENGINEER, with itemized fees and charges corresponding to approved Work Authorization, and provide such supporting documentation as may be required by the OWNER. The ENGINEER agrees to permit the OWNER and its representatives to enter upon the ENGINEER's premises to audit the ENGINEER's books and records to verify fee and charge payable hereunder. The ENGINEER agrees to keep books and records in satisfactory form and content to permit such audit and verification for such period of time as may be reasonably required by applicable State or FAA regulations.

SECTION III OTHER PAYMENTS

In addition to the payments for services specified in Section II hereof, the OWNER further agrees to make payment for the following direct job costs on the basis described:

A. Miscellaneous Costs

If the ENGINEER should encounter costs directly related to the Project which are not covered by one of the foregoing items, and if the reimbursement of such costs would seem to be a reasonable expense for the OWNER, the ENGINEER shall request reimbursement, in writing, prior to the occurrence of such costs. If the ENGINEER should incur such costs because of an emergency associated with the Project or the operation of the Airport, it shall be entitled to reimbursement without further authorization by the OWNER.

B. Terms and Conditions

The basis of compensation described is based upon the following conditions:

1. Time charged to the Project by office engineering personnel would include the time that the applicable employees are engaged in actual work on the Project at the ENGINEER's office, at the site of the Project, or in travel status in connection with the Project.
2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
3. Charges will not be made to the Project during periods of sickness, vacation, or at any other times when personnel assigned are not gainfully employed on the work.

SECTION IV OWNER'S RESPONSIBILITIES

The OWNER shall:

- A. Provide all criteria and full information as to OWNER's requirements for each Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expendability, and any budgetary limitations and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- B. Assist ENGINEER by placing at his disposal all available information pertinent to each Project including previous reports, record drawings, and any other data relative to design or construction of each Project.
- C. Furnish to ENGINEER, upon its request, as required for performance of ENGINEER's Scope of Services, any existing available data in the OWNER's possession prepared by the OWNER or by others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing his services.
- D. Arrange, if possible, for access to, and make all provisions for, ENGINEER to enter upon public and private property, as required for ENGINEER to perform his services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and obtain such advice as OWNER deems appropriate, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over each project and such approvals and consents from others as may be necessary for completion of each Project.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for each Project and such legal services as OWNER may require pertaining to each Project.
- H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or defect in the work of contractor(s).
- I. Bear all costs incident to compliance with the requirements of this Section IV.

**SECTION V
MISCELLANEOUS PROVISIONS**

A. Estimates

Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding market conditions, the ENGINEER's opinion of probable construction cost is to be made on the basis of experience and qualifications, but the ENGINEER does not guarantee the accuracy of such opinions as compared to a contractor's bid for the Project construction.

B. Extra Work

It is mutually understood and agreed that the OWNER will compensate the ENGINEER for services resulting from significant changes in the scope of the Project or its design, including, but not necessarily limited to, changes in size, complexity, construction schedule overruns, character of construction, revisions to previously accepted studies, reports, design documents or contract documents, and for preparation of documents for separate bids when such revisions are due to causes beyond the ENGINEER's control, and then requested or authorized by the OWNER. Compensation for such extra work, when authorized by the OWNER, shall be in accordance with Section III.

C. Ownership and Reuse of Documents

All original documents, including tracings, plans, specifications, maps, survey notes, sketches, charts, computations and other such data prepared by or obtained by ENGINEER pursuant to this AGREEMENT, are instruments of service in respect to the project and shall remain the property of the ENGINEER. They are not intended or represented to be suitable for use by OWNER or others on extensions of the Project or on any other Project. If the OWNER does reuse the documents, it does so at its own risk and without liability to the ENGINEER. Notwithstanding these provisions, the OWNER shall be provided, upon request, a reproducible copy of any drawing and other data produced under this AGREEMENT at the cost of reproduction.

D. Responsibility of the ENGINEER

1. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the ENGINEER under this AGREEMENT.
2. Approval by the OWNER or FAA of drawings, designs, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of his responsibility for the technical adequacy of his work.

3. The ENGINEER shall keep OWNER informed of progress made during all phases of the Project and prompt OWNER when ENGINEER or the Project requires action by OWNER. Toward this end, ENGINEER shall submit periodic progress reports to OWNER detailing work completed during the period, work anticipated during the coming period, schedule changes, and noting any problem areas.

Period of Services

1. This AGREEMENT shall apply to all Projects initiated within a five-year period, more or less, after the effective date of the first Work Authorization, said period being in accordance with Chapter 2, Section 2-6 of FAA Advisory Circular 150/5100-14E.
2. The ENGINEER's man-hour rates, as set forth in Exhibit B, shall be in effect for a period of one (1) year following the effective date of this AGREEMENT. It is understood and agreed that the ENGINEER customarily reviews and revises its man-hour billing rates annually and that only such revisions approved by the OWNER shall apply to payments by OWNER pursuant to this AGREEMENT.
3. If OWNER has requested significant modifications or changes in the extent of the Project(s), the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.
4. If ENGINEER's services for design or during construction of the Project(s) are delayed or suspended in whole or in part for reasons beyond ENGINEER's control, ENGINEER shall, on written demand to OWNER (but without termination of this AGREEMENT), be paid as provided for in Section III. If such delay or suspension extends for more than one (1) year after the effective date of ENGINEER's Work Authorization, the various rates of compensation provided for in the particular Work Authorization shall be subject to renegotiation.

Termination

1. This AGREEMENT may be terminated, in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligation under this AGREEMENT through not fault of the terminating party, provided that no such termination may be affected unless the other party is given:
 - (a) Not less than ten (10) calendar days' written notice of the intent to terminate; and
 - (b) An opportunity for consultation with the terminating party prior to termination.
2. This AGREEMENT may be terminated, in whole or in part, in writing, by the OWNER for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the ENGINEER is given:
 - (a) Not less than ten (10) calendar days' written notice of the intent to terminate; and
 - (b) An opportunity for consultation with the terminating party prior to termination.
3. Notwithstanding the above, this AGREEMENT, or any work authorization, may be terminated by the OWNER for its convenience by giving the ENGINEER thirty (30) days' written notice.
4. Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected, unless the notice directs otherwise, and deliver or otherwise make available to the OWNER copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the ENGINEER in his performance of this AGREEMENT, whether completed or in process, at the cost of reproduction.
5. If this AGREEMENT is terminated by either party, the ENGINEER shall be paid for services rendered and any expenses incurred prior to termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which have become firm prior to termination. If the termination of the AGREEMENT occurs at the conclusion of one phase, payment by the OWNER of the completed phase shall be considered full compensation due the ENGINEER.

G. Remedies

Except as may be otherwise provided in this AGREEMENT, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or related to this AGREEMENT, or the breach thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the OWNER is located.

H. Audit: Access to Records

1. The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to the work under this AGREEMENT in accordance with generally accepted accounting principles and practices. The OWNER, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts, and transcriptions.

2. Records described above shall be maintained and made available during the performance under this AGREEMENT and for a period of three (3) years after the OWNER makes final payment.

Insurance

1. The ENGINEER shall make arrangements for, acquire, and maintain during the life of this AGREEMENT, Comprehensive General Liability Insurance as shall protect it performing the work covered by this AGREEMENT from claims for injury to persons, including wrongful death, and for damage to property which may arise from the operations under this AGREEMENT, whether such operations be by the ENGINEER or by anyone directly or indirectly employed by the ENGINEER. The Comprehensive General Liability Policy shall include, but not be limited to, the following:
 - (a) The Comprehensive General Liability Policy shall be in an amount not less than a combined single limit of Five Hundred Thousand Dollars (\$500,000.00) per occurrence for injury to persons and damage to property.
2. The ENGINEER shall carry Comprehensive Liability Insurance covering all owned automobiles. The Automobile Liability Insurance required shall afford not less than a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence for injury to persons and damage to property.
3. The ENGINEER shall provide evidence of Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00).
4. The ENGINEER shall carry Worker's Compensation Insurance as required by law.
5. The ENGINEER will require its subcontractors to comply with the above insurance requirements, or as may be required by the OWNER.
6. The ENGINEER shall provide to the OWNER Certificates of Insurance evidencing the insurance required hereunder.

The ENGINEER shall also provide Certificates of Insurance evidencing the renewal of such policies of insurance, which expire during the term of this AGREEMENT. The Certificates of Insurance shall provide that the insurance company or authorized representative of said company will inform the OWNER, in writing, thirty (30) days prior to the termination or cancellation of the policy and prior to any material alteration of said policy, which would materially reduce coverage, limits or named insured. The certificates shall contain and provide such additional information and provisions as may be requested by the OWNER.
7. The OWNER, in its discretion, may modify or waive any of the foregoing requirements and may approve such deductions, as it deems appropriate.

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8. Notwithstanding any other provision of this AGREEMENT, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or ENGINEER, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

J. Civil Rights Assurance

During the performance of this AGREEMENT, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations.** The Contractor shall comply with the regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as "DOT"), Title 49, Code of Fed Regulations, Part 26, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-Discrimination.** The Contractor, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractor, Including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this AGREEMENT and the regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The Contractor shall provide all information and reports required by Regulations or directive issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by the OWNER or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the OWNER or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-Compliance.** In the event of the Contractor's non-compliance with the non-discrimination provisions of this AGREEMENT, the OWNER shall impose such AGREEMENT sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

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- (a) Withholding of payments to the Contractor under the AGREEMENT until the contractor complies; and/or
- (b) Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. **Incorporation of Provisions.** The Contractor shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a Contractor becomes involved in or is threatened with litigation with subcontractor or supplier as a result of such direction, the Contractor may request the OWNER to enter into such litigation to protect the interests of the OWNER, and, in addition, the Contractor may request the United States to enter into such litigation to protect interests of the United States.

K. Disadvantaged Business Enterprise (DBE) Assurances

1. It is the policy of the DOT that DBE's, as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR, Part 26, applies to this AGREEMENT.
2. **DBE Obligation.** The Contractor agrees to ensure that DBE's, as defined in 49 CFR, Part 26, have the maximum opportunity to participate in the performance of contracts and subcontract financed in whole or in part with Federal funds provided under this AGREEMENT. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

L. Mailing Address

All notices and communications under this AGREEMENT to be mailed or delivered to OWNER shall be sent to the address of OWNER's designated representative, as follows, unless and until ENGINEER is otherwise notified:

Barry Barnett
Benton County Mayor
Benton County Airport
1 East Court Square
Room 102
Camden, TN 38320

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Notices and communication to be mailed or delivered to the ENGINEER shall be sent to the address of the ENGINEER as follows, unless and until OWNER is otherwise notified:

Mr. Pat Harcourt, P.E.
A2H, Inc.
3009 Davies Plantation Road
Lakeland, TN 38002

The OWNER and the ENGINEER, for themselves, their successors, and assigns hereby agree to the full performance of the covenants contained herein.

Neither the OWNER nor the ENGINEER shall assign, sublet, or transfer their interest in this AGREEMENT without the written consent of the other.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first above written.

OWNER:

Benton County
Benton County Airport

Barry Barnett

County Mayor
Benton County
Benton County Airport
(Title)

(Date)

ENGINEER:

A2H, Inc.



Partner – CEO
(Title)

(Date)

**EXHIBIT A
BENTON COUNTY AIRPORT
WORK AUTHORIZATION NO. .**

Date: _____

(Project Identification Number)

It is agreed to undertake the following work in accordance with the provisions of the AGREEMENT between the Benton County Airport ("OWNER") and A2H, Inc. ("ENGINEER") dated _____

Scope of Services:

(The ENGINEER shall prepare a detailed written Scope of Work).

Time of Performance:

(The duration of the assignment shall be indicated).

Compensation:

(This section shall establish the ENGINEER's compensation for the particular Work Authorization and the basis for payment (hourly rate plus reimbursable expenses or lump sum). The ENGINEER shall also attach to the Work Authorization a detailed work sheet showing personnel by classification, hourly rates, estimated hours, and reimbursable expenses, including subcontractor work).

Agreed as to Scope of Services, Time of Performance, and Compensation:

OWNER:

Benton County
Benton County Airport

Barry Barnett

County Mayor
Benton County
Benton County Airport
(Title)

(Date)

ENGINEER:

A2H, Inc.

Pat Harcourt, P.E.

Partner – CEO
(Title)

(Date)

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**EXHIBIT B
BENTON COUNTY AIRPORT
MAN-HOUR RATE SCHEDULE
2018**

1. Hourly Labor Rates:

STAFF MEMBER	LEVEL I	LEVEL II	LEVEL III
Principal	\$ 175.00	\$ 200.00	\$ 225.00
Project Manager	\$ 120.00	\$ 135.00	\$ 155.00
Architect	\$ 120.00	\$ 145.00	\$ 155.00
Engineer	\$ 115.00	\$ 130.00	\$ 150.00
Landscape Architect	\$ 100.00	\$ 115.00	\$ 125.00
Land Surveyor	\$ 100.00	\$ 110.00	\$ 120.00
Planner	\$ 90.00	\$ 100.00	\$ 120.00
Interior Designer	\$ 80.00	\$ 95.00	\$ 105.00
Construction Administrator	\$ 80.00	\$ 90.00	\$ 105.00
Designer	\$ 75.00	\$ 85.00	\$ 95.00
BIM/CAD Technician	\$ 70.00	\$ 85.00	\$ 95.00
Survey Crew Member	\$ 55.00	\$ 65.00	\$ 75.00
Administrator	\$ 60.00	\$ 75.00	\$ 90.00

2. Reimbursable Expenses:

- A. Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the actual statement plus a fixed payment not to exceed fifteen percent (15%).
- B. Other expenses that are properly accountable to the work will be invoiced as follows:
 1. Travel by private vehicle at the then current approved IRS rate per mile.
 2. In-house printing, reproduction, and photography, at commercial rates.
 3. Living expenses for all personnel when required to be away from headquarters in connection with the work, at cost.

Motion was made by Commissioner Hern and seconded by Commissioner Hicks to approve **RESOLUTION 0917-02.** On a roll call vote, 16 Ayes and 1 Pass. Motion Carries.

RESOLUTION NO. 0917-02
SPONSORED BY THE BENTON COUNTY MAYOR BRETT LASHLEE

WHEREAS, the Benton-Decatur Sewer Board has three vacancies that need to be filled; and

WHEREAS, it is the recommendation of the Benton County Mayor, Brett Lashlee, to appoint Ward Plant, Justin Thornton and Jan Hendrix to the Benton-Decatur Sewer Board; and

WHEREAS, this appointment will be for a 4 year term to become effective October 1, 2018 and set to expire on October 1, 2022.

NOW THEREFORE BE IT RESOLVED, By the Board of Commissioners of Benton County, Tennessee assembled in regular session on this the 17th day of September, 2018 that Ward Plant, Justin Thornton and Jan Hendrix will be appointed to the Benton-Decatur Sewer Board effective October 1, 2018 and set to expire October 1, 2022.

<u>RESOLUTION 0917-02</u>							
COMMISSIONER	ABSENT	PRESENT	MOTION	SECOND	AYE	NAY	PASS
KELEAH DYE		X			X		
NORMAN FRAZIER		X			X		
GARY FURR		X			X		
JERRY BRANDON	X						
SONNY HALL		X			X		
PHIL MELTON		X			X		
ROSANNE WARD		X			X		
BILL KEE		X					X
RACHELLE HILL		X			X		
DARRELL HICKS		X		X	X		
MARY POWERS		X			X		
RONNIE HOPPER		X			X		
ANGIE HERN		X	X		X		
DON PATTON		X			X		
WARD PLANT		X			X		
ROCKY PRESSON		X			X		
DAYNA FERGUSON		X			X		
KENNETH MILLER		X			X		

Motion was made by Commissioner Hopper and seconded by Commissioner Hicks to approve **RESOLUTION 0917-03**. On a roll call vote, 10 Ayes, 3 Nays and 4 Pass. Motion Carries.

RESOLUTION NO. 0918-03
SPONSORED BY THE BENTON COUNTY MAYOR BARRY BARNETT

WHEREAS, there is a recent vacancy on the Board of Public Utilities; and

WHEREAS, it is the recommendation of the Benton County Mayor, Brett Lashlee, to appoint Mary Powers to the Board of Public Utilities for a 4 year term; and

WHEREAS, the term would take effect October 1, 2018 and expire October 1, 2022.

NOW THEREFORE BE IT RESOLVED, By the Board of Commissioners of Benton County, Tennessee assembled in regular session on this the 17th Day of September 2018 that Mary Powers be appointed to the Board of Public Utilities for a 4 year term effective October 1, 2018 and set to expire on October 1, 2022.

<u>RESOLUTION 0917-03</u>							
COMMISSIONER	ABSENT	PRESENT	MOTION	SECOND	AYE	NAY	PASS
KELEAH DYE		X			X		
NORMAN FRAZIER		X					X
GARY FURR		X			X		
JERRY BRANDON	X						
SONNY HALL		X				X	
PHIL MELTON		X					X
ROSANNE WARD		X				X	
BILL KEE		X					X
RACHELLE HILL		X			X		
DARRELL HICKS		X		X	X		
MARY POWERS		X					X
RONNIE HOPPER		X	X		X		
ANGIE HERN		X			X		
DON PATTON		X			X		
WARD PLANT		X			X		
ROCKY PRESSON		X			X		
DAYNA FERGUSON		X				X	
KENNETH MILLER		X			X		

Motion was made by Commissioner Hern and seconded by Commissioner Patton to approve **RESOLUTION 0917-04.**

Attorney Phil Hollis thanked the commissioners for the last 7 ½ years and that the choice of the county attorney is chosen by the County Mayor.

Commissioner Ward thinks the County Attorney should be a local attorney. She also doesn't agree with a 4-year term.

Commissioner Hill thinks we should choose an impartial attorney from outside the county.

Motion was made by Commissioner Hill and seconded by Commissioner Ward to defer Resolution 0917-04 until next month.

Commissioner Hicks asked if the Attorney will attend monthly meetings and will he be charging the County for the time he is at meetings.

Commissioner Hill and Commissioner Ward withdrew motion.

Commissioner Kee thinks property will increase is we have to pay more for the attorney.

Commissioner Ferguson thinks this should advertised and it should only be a 1-year term.

Commissioner Ward would like to hear from local attorneys before hiring out of county.

Commissioner Powers said the County Handbook says it is the Mayor's choice with the Commission approval.

Motion was made by Commissioner Presson and seconded by Commissioner Hopper to table this resolution until next month.

Mayor Lashlee says he will not advertise and he is going to contract Mr. Johnson as the County Attorney whether the commission likes it or not.

Mr. Shon Johnson arrived at the meeting and is taking questions from the Commission.

Commissioner Presson withdrew his motion.

Motion was made by Commissioner Ward and seconded by Commissioner Hall to table this resolution until next month. On a roll call vote, 8 Ayes and 9 Nays. Motion Fails.

Table Resolution 0917-04							
COMMISSIONER	ABSENT	PRESENT	MOTION	SECOND	AYE	NAY	PASS
KELEAH DYE		X				X	
NORMAN FRAZIER		X			X		
GARY FURR		X			X		
JERRY BRANDON	X						
SONNY HALL		X		X	X		
PHIL MELTON		X			X		
ROSANNE WARD		X	X		X		
BILL KEE		X			X		
RACHELLE HILL		X				X	
DARRELL HICKS		X				X	
MARY POWERS		X				X	
RONNIE HOPPER		X				X	
ANGIE HERN		X				X	
DON PATTON		X			X		
WARD PLANT		X				X	
ROCKY PRESSON		X				X	
DAYNA FERGUSON		X			X		
KENNETH MILLER		X				X	

Mayor Lashlee pulled RESOLUTION 0917-04. Mr. Phil Hollis will be County Attorney until the new attorney is appointed. This resolution will be brought back up in the October 2018 meeting.

RESOLUTION NO. 0917-04

SPONSORED BY THE BENTON COUNTY MAYOR BRETT LASHLEE

WHEREAS, the Benton County Mayor, Brett Lashlee, would like to appoint a new county attorney; and

WHEREAS, it is the recommendation of the County Mayor to appoint Shon DeBrock Johnson from Henry County to act as the county attorney for a 4 year term effective October 1, 2018 and set to expire on October 1, 2022.

NOW THEREFORE BE IT RESOLVED, By the Board of Commissioners of Benton County, Tennessee assembled in regular session on this the 17th Day of September 2018 that Shon DeBrock Johnson be appointed as the Benton County attorney for a 4 year term effective October 1, 2018 and set to expire on October 1, 2022.

Commissioner Powers motioned for a 10-minute recess, seconded by Commissioner Frazier.

Motion was made by Commissioner Hicks and seconded by Commissioner Dye to approve **RESOLUTION 0917-05**. On a roll call vote, 14 Ayes and 3 Nays. Motion Carries.

RESOLUTION NO. 0917-05
SPONSORED BY THE BENTON COUNTY MAYOR BRETT LASHLEE

WHEREAS, the Benton County Mayor, Brett Lashlee, would like to re-establish and appoint an animal shelter board to oversee the functions and operations of the Benton County Animal Shelter; and

WHEREAS, it is the recommendation of the County Mayor to re-establish a 5 member Animal Shelter Board, it's members consisting of the Benton County Sheriff and/or his designee, the Chairman of the Property Committee and/or designee, the Benton County Animal Shelter Director, an experienced Veterinarian and a citizen of Benton County; and

WHEREAS, the Veterinarian appointed will be Dr. Michael Boley and/or his designee and the citizen of Benton County appointed will be Dawn O. Harris of Camden; and

WHEREAS, the terms for the animal shelter board members will be a 4 year term effective October 1, 2018 and set to expire on October 1, 2022; and

WHEREAS, the board will operate from the most recent and previous by-laws until the board meets and adopts an updated version.

NOW THEREFORE BE IT RESOLVED, By the Board of Commissioners of Benton County, Tennessee assembled in regular session on this the 17th Day of September 2018 that a 5 member Animal Shelter Board be created and consist of the Benton County Sheriff and/or designee, the Chairman of the Property Committee and/or designee, the Benton County Animal Shelter Director, an experienced Veterinarian and a Non-Profit Animal Rescue Volunteer.

RESOLUTION 0917-05							
COMMISSIONER	ABSENT	PRESENT	MOTION	SECOND	AYE	NAY	PASS
KELEAH DYE		X		X	X		
NORMAN FRAZIER		X			X		
GARY FURR		X			X		
JERRY BRANDON	X						
SONNY HALL		X			X		
PHIL MELTON		X				X	
ROSANNE WARD		X				X	
BILL KEE		X				X	
RACHELLE HILL		X			X		
DARRELL HICKS		X	X		X		
MARY POWERS		X			X		
RONNIE HOPPER		X			X		
ANGIE HERN		X			X		
DON PATTON		X			X		
WARD PLANT		X			X		
ROCKY PRESSON		X			X		
DAYNA FERGUSON		X			X		
KENNETH MILLER		X					

Motion was made by Commissioner Ferguson and seconded by Commissioner Hern to combine **RESOLUTIONS 0917-06 – 0917-11.** On a roll call vote, all present voted Aye. Motion Carries.

Motion was made by Commissioner Ferguson and seconded by Commissioner Hern to approve as combined **RESOLUTIONS 0917-06 – 0917-11.** On a roll call vote, all present voted Aye. Motion Carries.

RESOLUTION NO. <u>0917-06</u>		
SPONSORED BY THE BENTON COUNTY MAYOR BRETT LASHLEE		
WHEREAS , the Benton County Library has received funds in the amount of \$427.50 for fines, copies, faxes, reimbursements collected throughout the month of August 2018; and		
WHEREAS , it will be necessary to budget the said funds in the amount of \$427.50 within the library budget.		
NOW THEREFORE BE IT RESOLVED , By the Board of Commissioners of Benton County, Tennessee assembled in regular session on this the 17 th day of September 2018 that the funds in the amount of \$427.50 received by the Benton County Library for fines, copies, faxes and reimbursements received for the month of August 2018 be budgeted as the following:		
<u>INCREASED REVENUES:</u>		
101.43350	GENERAL SERVICE CHARGES/COPY FEES	\$ 117.95
101.43360	GENERAL SERVICE CHARGES/LIBRARY FEES	\$ 94.60
101.44170	OTHER LOCAL REVENUE/MISC. REFUNDS	\$ 214.95
		\$ 427.50
<u>INCREASED EXPENDITURES</u>		
101.56500.307	COMMUNICATIONS	\$ 427.50
		\$ 427.50

RESOLUTION NO. <u>0917-07</u>		
SPONSORED BY THE BENTON COUNTY MAYOR BRETT LASHLEE		
WHEREAS , the Benton County Animal Shelter has received funds in the total amount of \$160.00 in donations and adoption fees during the month of August; and		
WHEREAS , it will be necessary to budget the said funds in the total amount of \$160.00 to the appropriate expenditure accounts within the Animal Shelter budget.		
NOW THEREFORE BE IT RESOLVED , By the Board of Commissioners of Benton County, Tennessee assembled in regular session on this the 17 th Day of September 2018 that the funds in the amount of \$160.00 collected by the Benton County Animal Shelter throughout the month of August be budgeted as the following:		
<u>INCREASE REVENUES:</u>		
101.41130	ANIMAL VACCINATIONS	\$ 95.00
101.48610	DONATIONS	\$ 65.00
		\$ 160.00
<u>INCREASE EXPENDITURES:</u>		
101.55120.357	VETERINARY SERVICES	\$ 160.00
		\$ 160.00

RESOLUTION NO. 0917-08

SPONSORED BY THE BENTON COUNTY MAYOR BRETT LASHLEE

WHEREAS, Benton County has received a reimbursement on the 80/20 TDOT Courthouse Improvement Grant Project in the total amount of \$47,617.00; and

WHEREAS, it will be necessary to budget the said funds in the amount of \$47,617.00 within Fund 178 – Capital Outlay Note/Capital Projects.

NOW THEREFORE BE IT RESOLVED, By the Board of Commissioners of Benton County, Tennessee assembled in regular session on this the 17th Day of September 2018 that the funds in the amount of \$47,617.00 received by Benton County from a reimbursement on the 80/20 TDOT Courthouse Improvement Grant Project be budgeted within Fund 178 – Capital Outlay Note/Capital Projects as follows:

INCREASE REVENUES:

178.47590	OTHER FEDERAL THROUGH STATE	\$47,617.00
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\$47,617.00

INCREASE EXPENDITURES:

178.91110.599	CAPITAL OUTLAY NOTE/CAPITAL PROJ. OTHER CHARGES	\$47,617.00
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\$47,617.00

RESOLUTION NO. 0917-09

SPONSORED BY THE BENTON COUNTY MAYOR BRETT LASHLEE
RESOLUTION FOR THE BENTON COUNTY BOARD OF COMMISSIONERS
SEPTEMBER 17, 2018

WHEREAS: The estimate of expenditures was not enough to meet the necessary expenditures for certain subsidiary items in the primary series in the School Budget;

THEREFORE: Be it resolved by the Benton County Board of Commissioners to approve the following changes within the 2018-19 budget as follows;

INCREASE

46980 RR	Other State Grants	\$10,000.00
71100 198 RR	Substitute Teachers	\$ 2,376.00
201 RR	Social Security	148.00
212 RR	Medicare	35.00
429 RR	Instructional Supplies	6,916.00
72210 355 RR	Travel	<u>525.00</u>
		\$ 10,000.00

RESOLUTION NO. 0917-10

SPONSORED BY THE BENTON COUNTY SHERIFF KENNY CHRISTOPHER

WHEREAS, the Benton County Sheriff's Office has received funds in the amount of \$ 5,230.22 for revenues for the month of August, 2018; and

WHEREAS, it will be necessary to budget said funds in the amount of \$ 5,230.22 to the appropriate expenditure accounts within the Sheriff's budget.

NOW THEREFORE BE IT RESOLVED, By the Board of Commissioners of Benton County, Tennessee assembled in regular session on this the 17th day of September, 2018 that the funds in the amount of \$ 5,230.22 received by the Benton County Sheriff's Office for, revenues for the month of August, 2018 be budgeted as follows:

INCREASE REVENUES:

101.43370	TELEPHONE COMMISSIONS	\$ 3,516.31
101.43395	SEX OFFENDER REGISTRATION FEE	\$ 300.00
101.44131	COMMISSARY SALES	\$ 331.41
101.44170	MISCELLANEOUS REFUNDS	\$ 175.00
101.45590	CHILD SUPPORT FEES	\$ 907.50

\$ 5,230.22

INCREASE EXPENDITURES:

101.54110.353	TOW-IN SERVICES	\$ 175.00
101.54110.709	DATA PROCESSING EQUIPMENT	\$ 907.50
101.54160.599	OTHER CHARGES	\$ 300.00
101.54210.349	PRINTING, STATIONARY & FORMS	\$ 331.41
101.54210.451	UNIFORMS	\$ 3,516.31

\$ 5230.22

RESOLUTION NO. <u>0917-11</u>		
SPONSORED BY THE BENTON COUNTY SHERIFF KENNY CHRISTOPHER		
<p>WHEREAS, the Benton County Mayor's Office has received funds in the amount of \$ 2,009.40 from Tennessee Risk Management Trust for payment of insurance claims involving Sheriff Office vehicles for the month of August, 2018; and</p>		
<p>WHEREAS, it will be necessary to budget said funds in the amount of \$ 2,009.40 to the appropriate expenditure accounts within the Sheriff's budget.</p>		
<p>NOW THEREFORE BE IT RESOLVED, By the Board of Commissioners of Benton County, Tennessee assembled in regular session on this the 17th day of September, 2018 that the funds in the amount of \$ 2,009.40 received by the Benton County Mayor's Office for insurance payments for the month of August, 2018 be budgeted as follows:</p>		
INCREASE REVENUES:		
101.49700	INSURANCE RECOVERY	\$ 2,009.40
<hr/>		
INCREASE EXPENDITURES:		
101.54110.338	M & R VEHICLES	\$ 2,009.40

Motion was made by Commissioner Ferguson and seconded by Commissioner Hall to approve **RESOLUTION 0917-12**.

Motion was made by Commissioner Ward and seconded by Commissioner Hicks to amend **RESOLUTION 0917-12** to correct the spelling of the last name to Chmelik. On a voice vote, all present voted Aye. Motion carries.

To approve **RESOLUTION 0917-12** as amended, On a roll call vote, all present voted Aye. Motion carries.

RESOLUTION NO. <u>0917-12</u>		
SPONSORED BY THE BENTON COUNTY MAYOR BRETT LASHLEE		
<p>WHEREAS, the late Pam Chamelik left an estate in the amount of \$45,269.09 to the Benton County Animal Shelter; and</p>		
<p>WHEREAS, these funds were collected near the end of the 2017-2018 Fiscal Year and therefore reverted back to the Unassigned General Fund; and</p>		
<p>WHEREAS, it will be necessary to appropriate the said funds in the amount of \$45,269.09 from the Unassigned General Fund Balance and budget within the Benton County Animal Shelter Budget</p>		
<p>NOW THEREFORE BE IT RESOLVED, By the Board of Commissioners of Benton County, Tennessee assembled in regular session on this the 17th Day of September 2018 that the funds in the amount of \$45,269.09 left to the Benton County Animal Shelter by the Pam Chamelik Estate be appropriated from the Unassigned Fund Balance within the County General Fund and budgeted to the Expenditure Account No. 101.55120.718 – Animal Shelter Motor Vehicles.</p>		

Motion was made by Commissioner Frazier and seconded by Commissioner Ferguson to approve **RESOLUTION 0917-13**. On a roll call vote, all present voted Aye. Motion carries.

RESOLUTION NO. 0917-13
SPONSORED BY BENTON COUNTY MAYOR BRETT LASHLEE

WHEREAS, the County Clerk's office is in desperate need of new lateral filing cabinets; and

WHEREAS, it will be necessary to appropriate funds in the amount of \$4,782.61 from the Unassigned Fund Balance within the County General Fund and budget within the County Clerk's budget in order to purchase the office seven new 4 drawer lateral filing cabinets.

NOW THEREFORE BE IT RESOLVED, By the Board of Commissioners of Benton County, Tennessee assembled in regular session on this the 17th Day of September 2018 that the funds in the amount of \$4,782.61 be appropriated from the Unassigned Fund Balance within the County General Fund and budgeted to the Expenditure Account No. 101.52500.711 – County Clerk Furniture & Fixtures in order to purchase seven new black 4 drawer lateral filing cabinets for the County Clerk's Office.

Motion was made by Commissioner Ferguson and seconded by Commissioner Hall to approve **RESOLUTION 0917-14**. On a roll call vote, all present voted Aye. Motion carries.

RESOLUTION NO. 0917-14
SPONSORED BY THE BENTON COUNTY MAYOR BRETT LASHLEE

WHEREAS, a special fee is collected through General Sessions and Circuit Courts for Victim Assistance Assessment (VAA Fee); and

WHEREAS, these funds collected throughout a fiscal year are set aside for the Women's Resource Assistance Program (WRAP); and

WHEREAS, the amount of \$14,069.01 was collected throughout the 2017-2018 Fiscal Year and reverted back to the Unassigned Fund Balance within the County General Fund; and

WHEREAS, it will be necessary to appropriate the funds in the amount of \$14,069.01 from the Unassigned Fund Balance within the County General Fund and budget the said funds to the appropriate expenditure account in order to remit the funds to the Women's Resource Assistance Program.

NOW THEREFORE BE IT RESOLVED, By the Board of Commissioners of Benton County, Tennessee assembled in regular session on this the 17th Day of September 2018 that the funds collected in the amount of \$14,069.01 be appropriated from the Unassigned Reserves within the County General Fund and budgeted to the Expenditure Account No. 101.51300.599 – County Mayor Other Charges in order to remit these funds to the Women's Resource Assistance Program.

NOTARIES

Motion was made by Commissioner Ferguson and seconded by Commissioner Frazier to approve SEPTEMBER 2018 Notaries. On a roll call vote, all present voted AYE. Motion carries.

SHIRLEY MORGAN ASHLEY TRAVIS RITA GINTHER RON LANE

ANY OTHER BUSINESS

Motion was made by Commissioner Ferguson and seconded by Commissioner Hern to approve the Bond for the Sherry Beasley in the Trustee's Office. On a roll call vote, all present voted Aye. Motion carries.

Motion was made by Commissioner Ferguson and seconded by Commissioner Hern to approve the name change on the County credit card from Barry Barnett to Brett Lashley. On a roll call vote, all present voted Aye. Motion carries.

Commissioner Frazier advised the commission that the Library roof may be leaking.

Commissioner Ward advised the commission that the Rules of Order say the commissioners will be paid if they attended a committee meeting even if there wasn't enough present for a quorum.

Sheriff Kenny Christopher advised that funds will be needed for 2 resource officers and that he will have figures together for the next meeting.

Mark Florence, Director of Schools, advised the commission on the funds for the 2 school resource officers needed for the schools.

ADJOURNMENT

Motion was made by Commissioner Ferguson and seconded by Commissioner Frazier to adjourn this meeting. Meeting was adjourned.

WANDA MALIN, COUNTY CLERK, DO CERTIFY THIS TO BE A TRUE AND COMPLETE COPY OF THE SEPTEMBER, 2018 BENTON COUNTY COMMISSION MEETING.



Brett Lashlee, County Mayor



Wanda Malin, County Clerk