

BE IT REMEMBERED that the Legislative Body for Hamblen County, Tennessee met at its regular monthly meeting on December 17, 1998 at 5:00 p.m. in the Hamblen County Courthouse with the Honorable Herbert Harville presiding.

The Legislative Body Session was opened by Sheriff Otto Purkey.

Invocation was given by Eldridge Bryant.

Upon roll call the following members were present:

Larry Baker	Herbert Harville
Maudie Briggs	Bud Jones
Eldridge Bryant	Willie Osborne
Guy Collins	Frank Parker
Lyle Doty	Bobby Reinhardt
Doyle Fullington	Tony Sizemore
Donald Gray	Joe Spoone

NOISY DOG RESOLUTION

The copy of a resolution that is expected to be passed in Blount County concerning noisy dogs will be referred to the humane society to get their recommendation and a report will be given at the next commission meeting.

MINUTES APPROVAL

Motion by Eldridge Bryant, seconded by Tony Sizemore that the minutes of the previous meeting be approved.

Voting for: all

Voting against: none

NOTARIES AND BONDSMEN

Motion by Tony Sizemore, seconded by Maudie Briggs that the following notaries and their bondsmen be approved.

Voting for: all

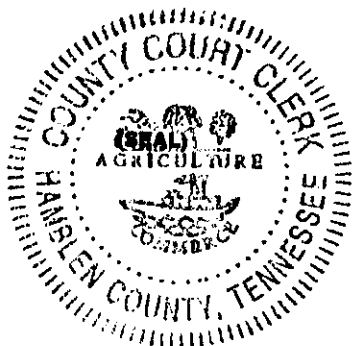
Voting against: none

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

As CLERK OF THE COUNTY OF Hamblen, TENNESSEE,

I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE December, 19 98 MEETING OF THE GOVERNING BODY:

NAME (PRINT OR TYPE)	HOME ADDRESS AND PHONE (INCLUDE ZIP AND AREA CODES)	BUSINESS ADDRESS AND PHONE (INCLUDE ZIP AND AREA CODES)
Stacy Lynn Walker Bonding Company	7465 Stagecoach Rd. Lot 1 Whitesburg, TN 37891 423-587-5056 or 423-581-1086	101 E. Main St., Suite 300 Morristown, TN 37814 423-587-0956
Wayne S. Allen Maurice J. Hatcher James G. Rines	1234 W. Third North St. Morristown, TN 37814 423-581-0819	918 W. Main St. Morristown, TN 37814 423-581-0712
Deloris A. Wilder Bonding Company	Rt. 3, Box 1976 Bean Station, TN 37708 423-993-2200	406 E. Morris Blvd. Morristown, TN 37816-1958 423-586-6161
Jeffrey C. Gardner Bonding Company	4812 Harbor Dr. Morristown, TN 37814 423-581-7529	406 E. Morris Blvd. Morristown, TN 37816-1958 423-586-6161
Pamela M. Kimbrough Bonding Company	2495 McClanahan Rd. Morristown, TN 37814 423-586-3490	726 McFarland St. Morristown, TN 37814 423-586-2302 Ext. 3215



Linda Wilder /m.s.
SIGNATURE

CLERK OF THE COUNTY OF Hamblen, TENNESSEE

Nov. 19, 1998
DATE

BILLS

Motion by Maudie Briggs, seconded by Guy Collins that all of the following bills be approved and paid.

Voting for: all

Voting against: none

BILLS RECOMMENDED FOR PAYMENT - DECEMBER 17, 1998

GENERAL BILLS		
Adrian Hale Pest Control	HD	19.00
Adrian Hale Pest Control	CH	59.00
Adrian Hale Pest Control	JC	38.00
Adrian Hale Pest Control	Mall	25.00
Barge, Waggoner, Sumner	HC	8,993.00
Bergen Brunswig Drug Co.	THF	1,483.80
Bradley's	JC	45.36
Bradley's	EC	246.11
Bridge Computers	CnC	672.50
Business Info. Systems	RD	78.00
Capps, Cantwell, & Capps	HC	2,847.18
Citizen Tribune	HC	40.95
Citizen Tribune	EC	679.50
City of Morristown	HC	8,687.38
Comptroller of Treasury	A	400.50
Concepts in Communications	HC	286.63
Concepts In Communications	HC	70.32
Consolidated Electronic Syst.	HD	160.00
County Record Services	PC	47.65
Cover One	EC	403.89
Dept. of Labor	HC	50.00
Evan's	Juv	230.09
Evan's	CnC	85.00
Evan's	CnC	86.22
Evan's	GS	180.14
Evan's	GS	1,170.00
Evan's	A	360.00
Evan's	EC	215.00
Evan's	CRC	68.81
Evan's	A	45.50
Fed Ex	CE	90.50
Food City	Ext	21.57
Graybar	HC	216.85
Graybar	HC	352.08
Hayter Printing	CM	45.00
Hiram H. Jones Assoc.	HC	4,050.00
Homestyle Laundry	HD	20.00
Jimmy's Auto Parts	Juv	7.50
Kinser, John M.D.	ME	520.00
Kinser, John M.D.	ME	920.00
Lexis	CRC	43.07
Lexis	CRC	19.74
Marlin	JC	353.36
Office Depot	PC	2.96
Office Depot	RD	43.15
Office Depot	CE	7.64
Office Depot	Inv	29.60
Otis Elevator	CH	297.45
Perle Systems Ltd.	HD	256.00
Pet Dairy	Juv	41.98
Pet Dairy	Juv	3.80
Price & Price Mechanical	HD	133.00
Price & Price Mechanical	CE	196.00
Quill	CM	161.24
Rental Uniforms	CH	131.04
Rental Uniforms	JC	43.38
Schwaab	CM	36.70
Suntrust	HC	153.90
Tax Management	A	2,425.00
Tax Management	A	22,685.00
Thermocopy	HC	323.59
TIDI Waste	HC	163.00
Wal-Mart	CnC	139.92
Wal-Mart	HC	14.58
Wallace Hardware	Inv	437.06
Ward Printing	CRC	226.50
Ward Printing	A	114.00
Ward Printing	PC	77.50
Wimberly Lawson & Seale	HC	16.90
Xerox	RD	264.17
TOTAL GENERAL BILLS		62,859.26

BILLS RECOMMENDED FOR PAYMENT - DECEMBER 17, 1998

SHERIFF'S DEPT. BILLS

A + Towing	30.00
Advance Auto Parts	524.54
Airport Tire	24.00
Airport Tire	29.95
Alpha Equipment	159.99
Al's Auto Repair	107.95
Autographics	78.45
B&K Graphics	130.00
Baptist Health Systems	1,512.16
Bill Waddell Plumbing	94.00
Bill Waddell Plumbing	145.00
Bob Barker	146.18
Bradley's	108.99
Capps, Cantwell, & Capps	146.30
CEMCO	120.00
Charlie Raines	207.00
Crescent Wash & Lube	158.75
Crescent Wash & Lube	265.00
Cumberland Glass	66.00
DARE America	204.93
Doctor's Hospital Pharmacy	1,187.61
Doka, Steve D.D.S.	50.00
Douthat, Marsha FNP	2,916.67
East Main Texaco	312.34
Emerg. Coverage Corp	414.00
Evan's	432.00
Eyecare Assoc.	148.00
Flower's Bakery	855.84
Frank's Auto Repair	503.64
Free Service Tire	451.92
Gall's	200.96
GT Distributors	877.82
Hale Brothers	3,258.60
Hamblen Radiology	31.00
Hamblen Radiology	85.00
Harville Hardware	652.29
Hitech Electronics	89.00
Institutional Dist.	4,338.43
Jack Green Auto Parts	200.00
Jerry's Wrecker Service	125.50
Jerry's Wrecker Service	6.00
Johnathan Greene	187.50
John's Stereo	1,296.00
Kay Uniforms	295.20
Lowe's	59.31
Marlin	440.00
Morristown-Hamblen Hospital	71.00
Morristown Ford	27.00
Morristown Tire	4.61
Pet Dairy	594.83
Price & Price Mechanical	366.00
Prompt Medical Center	336.00
Quality Salvage	81.91
Quality Salvage	19.95
R&T Specialty	283.08
Son Shine Produce	121.85
Stone Cold Chemicals	489.56
Stone Cold Chemicals	206.79
Strange Auto Parts	25.00
Wal-Mart	304.73
Wal-Mart	24.40
Walker's Supply	460.62
Ward Printing	40.00
TOTAL - SHERIFF'S DEPT.	27,131.15

GARBAGE DEPT. BILLS

Ace Hydraulics	254.48
Ball, Elward	114.30
Collins & Co.	140.00
Hamblen Farmers COOP	857.70
HC/M'town Solid Waste	52,524.00
Jimmy's Auto Parts	221.29
Johnson Oil	91.80
Kenworth	649.77
Landmark	710.65
Recycling & Co.	6,157.50
Tractor Supply	79.99
Wheels & Brakes	44.44
TOTAL-GARBAGE BILLS	61,845.92

LEASE VEHICLES-SHERIFF DEPARTMENT

Motion by Bud Jones, seconded by Willie Osborne to accept the bid from Morristown Ford for 18 patrol cars to be leased at a cost of \$21,237. each.

Voting for: all

Voting against: none

FIRE ALARM SYSTEM FOR COURTHOUSE

Motion by Bud Jones, seconded by Tony Sizemore to accept the bid from Murrell Burglar Alarm for an alarm/fire system for the present courthouse. The cost will not exceed \$8,322.24.

Voting for: all

Voting against: none

REGISTER OF DEEDS EQUIPMENT

Motion by Bud Jones, seconded by Eldridge Bryant to approve \$8095.00 from fees generated from the register of deeds office to purchase equipment.

Voting for: all

Voting against: none

COMPUTER FOCUS

Motion by Bud Jones, seconded by Joe Spoons to approve an amount not to exceed \$18,240. for consulting work for the new courthouse addition. The work will be done by Computer Focus from Knoxville.

Voting for: all

Voting against: none

PLANNING COMMISSION TEMPORARY HELP

Motion by Maudie Briggs, seconded by Willie Osborne to authorize the planning commission to pay up to \$3,000. to employ temporary help during the illness and absence of a current employee.

Voting for: all

Voting against: none

ADDENDUM-RESOLUTION CAPITAL OUTLAY NOTE-ROAD DEPARTMENT

Motion by Larry Baker, seconded by Tony Sizemore to approve the following resolution.

Voting for: all

Voting against: none

**RESOLUTION OF THE GOVERNING BODY OF HAMBLEN COUNTY,
TENNESSEE, AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF
INTEREST BEARING CAPITAL OUTLAY NOTES**

WHEREAS, The Governing Body of Hamblen County, Tennessee has determined that it is necessary and desirable to build a new Road Department facility (the "Project") for the benefit of the citizens of the Local Government; and

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, under the provisions of Part 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 State Director of Local Finance; 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 Governing Body of Hamblen County, Tennessee, as follows:

SECTION 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the County Executive of the Local Government is hereby authorized in accordance with the terms of this resolution to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed Seven Hundred Thousand Dollars (\$700,000) (the "Notes") at either a competitive public sale or at a private negotiated sale upon approval of the State Director of Local Finance pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "Hamblen County Road Department Facility Capital Outlay Notes, Series 1998"; 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 and accrued interest; and shall bear interest at a rate or rates not to exceed eight per cent (8%) per annum, and in no event shall the rate exceed the legal limit provided by law.

SECTION 2. That, the Notes shall mature not later than one (1) year after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least 30 years. Provided, however, that each year the Notes are outstanding, one-third (1/3), but in no event not less than one-ninth (1/9), of the original principal amount of the Notes shall mature without renewal but subject to prior redemption.

SECTION 3. That, 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.

SECTION 4. That, 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. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the chief executive officer of the Local Government and the manual signature of the County Clerk with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the Trustee of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the Trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

SECTION 6. That, 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 of 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 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.

SECTION 7. That, the Notes shall be in substantially the form attached hereto and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated.

SECTION 8. That, the Notes shall be sold only after the receipt of the written approval of the State Director of Local Finance for the sale of the Notes.

SECTION 9. That, the notes are hereby designated as non-¹qualified tax exempt obligations for the purpose of section 265(b)(3) of the Internal Revenue Code of 1986.

SECTION 10. That, after the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall submit its annual budget to the State Director of Local Finance for approval immediately upon the Local Government's adoption of the budget.

SECTION 11. That, if any of the Notes shall remain unpaid at the end of one (1) year from the issue date, then the unpaid Notes shall be renewed or extended as permitted by law, or retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approved by the State Director of Local Finance.

SECTION 12. That, 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.

Duly passed and approved this 17th day of December, 1998.

COUNTY EXECUTIVE

ATTESTED:

COUNTY CLERK

¹ Resolution-revision-capitaloutlaynotes-roaddepartment

Motion by Frank Parker, seconded by Tony Sizemore to approve the following agreement.

Voting for: all

Voting against: none

AGREEMENT NO: 98-374

This **AGREEMENT** is entered into on this _____ day of _____, 19____, between the **STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION**, hereinafter "Department", and **HAMBLEN COUNTY**, hereinafter "Local Government", for the purpose of providing an understanding between the parties of the Local Government's obligations for implementation of a highway safety improvement project under the Hazard Elimination Program, being Project No. STP-H-66(28), that is described in "EXHIBIT A" attached and incorporated into this Agreement.

The Department agrees to pay for 100% of the actual Project costs up to \$50,000.00. All other costs will be paid for by the Local Government.

STANDARD TERMS

1. The Local Government shall submit invoices, in a form acceptable to the Department with all necessary supporting documentation, prior to any payment of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged for the period invoiced, the amount charged to date, the total amounts charged under this Contract for the period invoiced and the total amount charged to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to

both parties hereto.

2. The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptable of any part of the work or service provided nor as an approval of any of the costs invoiced therein. The Local Government's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute allowable costs. Any payment shall be reduced for overpayments, or increased for under-payments on subsequent invoices.

3. Should a dispute arise concerning payments due and owing to the Local Government under this Contract, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

4. The Local Government understands that the construction phase of the Project will be commenced immediately following the completion of all of its applicable responsibilities in accordance with a schedule that will provide for at least fifty percent completion of the construction phase within one year from its commencement and thereafter continued without interruption until completed in accordance with the provisions of "EXHIBIT A". The failure of the Local Government to follow the schedule for the construction phase will be construed as a breach of this Agreement.

5. The Local Government understands and agrees that if such a breach occurs the Local Government will be subject to repayment of all sums of money

paid to the Local Government.

6. The Department is not bound by this Contract until it is approved by the appropriate Department officials as indicated on the signature page of this Contract.

7. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.

8. The Department may terminate the Contract by giving the Local Government at least ninety (90) days notice before the effective termination date. The Local Government shall be entitled to receive equitable compensation for satisfactory authorized services completed as of termination date.

9. The Local Government agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21).

10. It is the policy of the Department that minority business enterprises (MBEs) as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of subcontracts financed with Federal funds. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Contract. The Local Government agrees to ensure that such MBEs have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this Contract. In this regard, the Local Government shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that MBEs have the maximum opportunity to compete for and perform subcontracts.

11. If the Local Government fails to properly perform its obligations under this Contract or violates any terms of this Contract, the Department shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. The Local Government shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Contract by the Local Government.

12. The Local Government agrees that when the construction phase is completed, it will provide the Department with a written certification that the Project was constructed in accordance with the terms of this Contract.

13. The Local Government understands that if there is a determination by the Federal Highway Administration that part or all of the sums of money paid to the Local Government are ineligible for federal funds participation because of the failure to the Local Government to adhere to federal law and regulations, the Local Government will be obligated to pay the Department the sum of money declared ineligible by the Federal Highway Administration.

14. The Local Government agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this agreement. The parties hereby agree that failure of the Local Government to comply with this provision shall constitute a material breach of this agreement and subject the Local Government to the repayment of all damages suffered by the State and or the Tennessee Department of Transportation as a result of said breach.

15. Each party agrees to maintain the improvements made under the Project which are located on a road under its jurisdiction, with the exception of all

electrically operated devices together with their related equipment, wiring and appurtenances which the Local Government agrees to maintain. In addition, the Local Government agrees to provide electric power to said devices.

16. Records of costs shall be kept by the Local Government and shall be available for inspection and copying by the Department during normal business hours for a period of not less than three years following the completion or termination of the Project.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officials.

HAMBLEN COUNTY

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____
County Executive

By: _____
J. Bruce Saltsman, Sr.
Commissioner

**APPROVED AS TO FORM AND
LEGALITY**

**APPROVED AS TO FORM AND
LEGALITY**

By: _____
County Attorney

By: _____
C. Timothy Gary
General Counsel

**CERTIFIED FOR THE AVAILABILITY
OF FUNDING**

By: _____
Mike Shinn
Director of Finance

"EXHIBIT A"

County: Hamblen

Route or Road Name: State Route 66

Location (Termini and Description): The intersection of State Route 66 with State Route 160 is located on the outskirts of Morristown. State Route 66 is a two-lane secondary aerial roadway. State Route 160 is a four-lane divided collector roadway.

Length: N/A

Problem: This intersection has experienced numerous right angle accidents since it's construction. Motorist pulling out of State Route 66 crossing State Route 160 are experiencing most of the accidents at this intersection.

Proposed Solution: Install flashing beacons on State Route 66 approach stop signs and place the flashing beacons on the side road signs on State Route 160. The flashing beacons should be actuated by loops located on State Route 66. The flashing beacons should help alert motorist on both state routes of the approaching intersection.

Note: Attach maps, sketches and/or pictures

Traffic: N/A

Accident Data/Potential: N/A

Estimated Cost: PE \$ _____ R/W \$ _____ Const. \$ 50,000

Additional Remarks: The county should contract the work.

Submitted By: Mark Best ^{FBC} Date: September 3, 1997

Recommended: Asst. Exec. Dir. Plns. & Dev. H. H. H. W. W. W.

Asst. Exec. Dir. ^{SPS} ~~Plns. & Dev.~~ W. W. W. _____

Date: _____

Approved: _____

[Signature] Exec. Dir. Eng. & Dev. [Signature] Exec. Dir. Operations

Date: 9/30/97

c: Mr. Steve Bosland

Enclosures: County Executive's Letter

Location Map

Collision Diagram

Traffic Counts

RESOLUTION-EAST IN AGRIBUSINESS MARKETING AUTHORITY

Motion by Willie Osborne, seconded by Eldridge Bryant to approve the following resolution.

Voting for: all

Voting against: none

RESOLUTION

TO ADOPT RECENTLY PASSED LEGISLATION BY THE TENNESSEE GENERAL ASSEMBLY ESTABLISHING THE EAST TENNESSEE REGIONAL AGRIBUSINESS MARKETING AUTHORITY.

SECTION 1. Tennessee Code Annotated, Title 64, is amended by adding Sections 2 through 18 inclusive of this act as a new, appropriately designated chapter.

SECTION 2. (a) The East Tennessee Regional Agribusiness Marketing Authority is hereby created as a public body corporate and politic, hereinafter referred to as the authority. The authority is a public and governmental body acting as an agent and instrumentality of the counties with respect to which the authority is organized. All such all property of the authority, both real and personal, are exempt from all local, state, and federal taxation.

(b) The acquisition, operating and financing of the authority and related purposes are hereby declared to be for public and governmental purposes and a matter of public necessity to further the economy and growth of the agricultural industry of the region.

(c) The purpose of the East Tennessee Regional Agribusiness Marketing Authority is to establish and operate a market for agricultural products of the region through a food distribution center, to provide farmers of the region with a ready market for agricultural products, and to provide the citizens of the region and other buyers a convenient place to purchase the products.

SECTION 3. Unless the context requires a different meaning, the following terms are defined as follows for purposes of this act:

- (1) "Agribusiness" means dealing with agricultural products or engaged in providing products or services to farmers.
- (2) "Authority" means the East Tennessee Regional Agribusiness Marketing Authority.
- (3) "Board" means the Board of Directors of the East Tennessee Regional Agribusiness Marketing Authority.
- (4) "Center" means the regional food distribution center established by the authority.

- (5) "Department" means the Tennessee department of agriculture.
- (6) "Region" means the area consisting of the Tennessee counties of Claiborne, Cocke, Grainger, Greene, Hamblen, Hancock, Hawkins, Jefferson, Johnson, Sullivan, Unicoi, and Washington and any other county in the East Tennessee Grand Division which becomes a member of the Authority in accordance with the provisions of Section 16.

SECTION 4.

(a) Subject to the provisions of subsection (b), the authority shall be governed by a board of directors consisting of the county executive of each county, or the county executive's designee, that is a member of the authority. Subject to the provisions of Section 16, the following counties shall comprise the authority: Claiborne, Cocke, Grainger, Greene, Hamblen, Hancock, Hawkins, Jefferson, Johnson, Sullivan, Unicoi, and Washington Counties.

The term of any designee shall expire with the term of the county executive which appointed such designee. The initial terms of designees, if any, shall be as follows: The initial term of the designee from Claiborne, Cocke, Grainger and Greene County shall be a one (1) year term; the initial term of the designee from Hamblen, Hancock, Hawkins and Jefferson County shall be a two (2) year term; and the initial term of the designee from Johnson, Sullivan, Unicoi and Washington County shall be a three (3) year term.

The board shall also have two (2) non-voting members as follows: the commissioner of the department of agriculture or the commissioner's designee, and the dean of the University of Tennessee Agricultural Extension Service, or the dean's designee. The board of directors shall at its first meeting of each calendar year elect from its voting membership a chairman, a vice-chairman, a secretary and a treasurer, each to serve terms of one (1) year and until a successor is elected.

(b) Should a designee board member attend less than fifty percent (50%) of the called meetings during a calendar year, the board reserves the right to declare a vacancy on the board for that position. The board shall then notify the county executive who appointed such designee of such vacancy and if such county executive fails to appoint a new designee within thirty (30) days, then the board shall by majority vote replace such member with a knowledgeable person from the county for which a vacancy was declared by the board.

(c) The board shall meet at least semi-annually. More frequent meetings may be called at the discretion of the board.

SECTION 5.

The board shall establish an executive committee consisting of the chairman, vice chairman, secretary, treasurer and the center manager as an ex officio member. The executive committee is authorized to act on behalf of the board in the day to day operations of the authority. The executive committee shall meet at least monthly, either in person or by telephone conference, and make a full report at its regular meetings.

SECTION 6.

- (a) The board may appoint an advisory committee from a list of nominees submitted by each county executive to consist of one (1) farmer, or one (1) person engaged in agribusiness marketing, or one (1) person from a financial institution, and the agricultural extension agent from each participating county.
- (b) If appointed by the board, it shall be the duty of the advisory committee to consult with and advise the board regarding the operation and financial management of the authority.

SECTION 7.

(a) The authority shall have the following powers:

- (1) Perpetual succession in corporate name;
- (2) Sue and be sued in its name;
- (3) Adopt, use and alter a corporate seal, which shall be judicially noticed;
- (4) Enter into such contracts and cooperative agreements with federal, state and local governments, with agencies of such governments, with private individuals, corporations, associations and other organizations as the board may deem necessary or convenient to enable it to carry out the purposes of this part;
- (5) Adopt, amend and repeal bylaws;
- (6) Appoint such managers, officers, employees and agents as the board deems necessary for the transaction of its business, fix their compensation, define their duties, and require bonds of such of them as the board may determine. The salaries of any such employees may be paid out of such funds as may be available to the authority; and
- (7) Accept the transfer of grants, funds, assets and liabilities of the East Tennessee Agribusiness Authority upon the termination of the interlocal

government cooperative agreement establishing such authority, in accordance with the provisions of Section 18 of this act.

(b) The board shall:

- (1) approve an annual budget for the authority.
- (2) adopt a purchasing policy and a personnel policy consistent with state and federal law.
- (3) adopt policies and procedures for fiscal control and accounting.

(c) The board may do all other things which are necessary or appropriate for carrying out the purposes of this act that are not prohibited to it by law or this act.

SECTION 8.

- (a) (1) The authority is authorized and empowered to issue its bonds, notes or other obligations from time to time for the purpose of paying in whole or in part the cost of acquiring necessary lands and interests therein, and of constructing and acquiring constructed facilities and improvements necessary to further the economy and growth of the agriculture industry of the region, and the expenses incidental thereto. Prior to the adoption of any resolution of the board authorizing the sale of bonds, notes or other obligations or entering into any contract or other arrangement in the planning or preparation for the sale of bonds, notes or other obligations, the authority shall review such plans with the state division of bond finance. The state funding board established by SS 9-9-101 is authorized to contract or to make other arrangements as it may deem necessary to provide for the issuance of such bonds, notes or other obligations of the authority, or in the state funding board's discretion, the authority may enter into such contracts or other arrangements. Any contract or arrangement entered into for the purpose of the issuance of any bonds, notes or other obligations shall be subject to the approval of the state funding board.
- (2) Any resolution of the board authorizing the sale of bonds, notes or other obligations shall be submitted to the state funding board, and such resolution shall only become effective upon receiving the approval of the state funding board. The state funding board, upon rejecting any resolution of the board authorizing the issuance of bonds, notes or other obligations, shall state in writing the reasons for this action.

(b) (1) Except as herein otherwise expressly provided, all bonds, including notes or other obligations of the authority, issued by the authority, are payable solely out of the revenues and receipts derived from the authority's projects or of any revenues of the authority as may be designated in the proceedings of the board under which the bonds are authorized to be issued; provided, that notes issued in anticipation of the issuance of bonds may be retired out of the proceeds of such bonds. Such bonds may be executed and delivered by the authority at any time and from time to time, may be in such form and denominations and of such terms and maturities, may be in registered or bearer form either as to principal or interest or both, may be payable in such installments and at such time or times not exceeding forty (40) years from the date thereof, may be payable at such place or places whether within or without Tennessee, may bear interest at such rate or rates payable at such time or times and at such place or places and evidenced in such manner, may be executed by such officers of the authority and may contain such provisions not inconsistent herewith, all as shall be provided in the proceedings of the board whereunder the bonds shall be authorized to be issued.

SECTION 9. The board is authorized to appoint a market manager and staff whose salaries shall be paid out of the revenues generated by the market.

SECTION 10.

- (a) The board shall establish the time, date, and place for its regular meetings. The chairman or a majority of the voting members of the board, by petition may call special meetings of the board.
- (b) A majority of the entire voting membership of the board and not simply a majority of those members present, is necessary to conduct business.
- (c) The members of the board, executive committee or advisory committee, if an advisory committee is appointed, shall serve without compensation, but they may be allowed necessary traveling and other expenses while engaged in the business of the authority in such amount as the board approved in the annual budget for the authority.

SECTION 11. The counties which are members of the authority are hereby authorized and empowered to:

- (1) Appropriate sufficient funds for the use of the authority amounts of money that their respective governing bodies, acting in their sole discretion, shall approve to be paid from the general fund of the respective county. County

legislative bodies are empowered to levy and collect ad valorem taxes for such purposes, which are hereby declared to be for county public purposes; and

- (2) Issue their bonds as provided in title 9, chapter 21, to obtain funds for the financing of public works by the authority pursuant to cooperative agreements with the authority.

SECTION 12. In addition to the provisions of Section 11, the authority may receive grants, appropriations, other contributions of funds, and real or personal property, from the state of Tennessee, the federal government, any other governmental entity, or any non-profit organization, individuals, companies, or corporations.

SECTION 13. The financial affairs of the authority shall be conducted in accordance with state law and the procedures established by the comptroller of the treasury. The board may establish such bank accounts for the authority as the board deems appropriate and consistent with state law.

SECTION 14. The board shall conduct an annual audit of the agribusiness market records and shall require the market manager to submit a yearly report to the board.

SECTION 15. The board may direct the disposal of the authority's obsolete or surplus property except for land purchased under the provisions of the State's Grant Agreement, contract number 100/005-01-91, executed May 23, 1991, and any improvements thereon which shall immediately be offered, at no cost, to the State. Any disposal of interest in land or improvements to real property purchased pursuant to the above mentioned grant agreement shall receive prior approval of the State Building Commission. Such disposal shall comply with the general law applicable to counties' sound business practices.

SECTION 16. (a) Any county in the east Tennessee grand division not a member of the authority may become a member by:

- (1) Notifying the board of its desire to become a member;
- (2) Adopting a resolution by a two-thirds (2/3) vote of the county legislative body;
and
- (3) Contributing funds in an amount to be determined by the board which shall not exceed the highest contribution by any county already a member as adjusted for inflation or deflation by the consumer price index (all cities average) published by the United States department of labor.

- (b) Upon approval by the board and the county legislative body of the county seeking to become a member, the county shall become a member of the

authority when the authority receives the necessary contribution. When a county is added as a member of the authority, the board shall cause the resolution of the county legislative body providing for addition of the county as a member of the authority to be filed with the secretary of state as an addendum. New members shall be entitled to membership on the board. The county executive of any such county, or the county executive's designee, shall become a member of the board for an initial term of office to be as established by the board.


SECTION 17. The board of directors of the authority shall report annually to the governing bodies of the various counties of the area. Such reports shall include a statement of financial receipts and expenditures, and a summary of all activities and accomplishments for the period and proposed plans for the next year.

SECTION 18. On the date the interlocal governmental cooperative agreement which established the East Tennessee Agribusiness Authority is completely terminated in accordance with the provisions of such agreement, and upon the approval of two-thirds (2/3) of such counties so terminating such interlocal governmental cooperative agreement that the assets belonging to the East Tennessee Agribusiness Authority be transferred to the East Tennessee Regional Agribusiness Marketing Authority created under this act, such assets shall be transferred to the East Tennessee Regional Agribusiness Marketing Authority. On such date the East Tennessee Agribusiness Authority and the joint market project created under such interlocal cooperative agreement.

SECTION 19. If any provision of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to that end the provisions of this act are declared to be severable.

SECTION 20. This resolution adopting the provisions of the recently passed legislation shall take effect after it is approved by the county legislative bodies of the counties which are parties hereto, and upon execution of this agreement by appropriate representatives of the parties signing as set forth below:

NOW, THEREFORE, BE IT RESOLVED THAT THIS RESOLUTION BE PASSED THIS ____ DAY OF ____, 1998.



Chairman



Attest - County Clerk

Approved - County Executive

Motion by Larry Baker, seconded by Willie Osborne that the following resolution be approved. Voting for: all Voting against: none

RESOLUTION NO. __

TO REQUEST THAT THE GENERAL ASSEMBLY ENACT LEGISLATION TO SHARE THE INCREASE IN FEDERAL HIGHWAY FUNDS RECEIVED BY TENNESSEE WITH LOCAL GOVERNMENTS BY INCREASING STATE-AID FUNDS TO COUNTY GOVERNMENTS.

WHEREAS, due to changes in the distribution of federal highway monies under the Transportation Equity Act passed this year by the U.S. Congress, the Tennessee Department of Transportation is estimated to receive approximately 76 million dollars more in federal funds than was budgeted for this fiscal year, and

WHEREAS, there are approximately 84,000 miles of public highways, streets and roads in the State of Tennessee, with only 14,000 miles, or 17%, of these publicly maintained roadways being maintained by the State Department of Transportation, and

WHEREAS, local governments in the State of Tennessee shoulder a great share of the burden of keeping our transportation network safe and convenient for citizens of this State with county governments maintaining 54,000 miles, or over 64% of public highways, streets and roads, and cities maintaining 15,000 miles or 18% of public highways, streets and roads, and

WHEREAS, there are in excess of 19,000 bridges in the State of Tennessee many of which are currently substandard, with the Department of Transportation maintaining 7,300 of which 1,682 or 23% are substandard and local governments maintaining 12,000 with almost 5,000, or 41%, being substandard, and

WHEREAS, there are 4,300 bridges over the ten-ton weight limit which are structurally deficient or functionally obsolete, and many of the small bridge repair and replacement projects have been completed meaning most of the bridges that now need replacement will cost \$300,000 to \$400,000 each, and

WHEREAS, county governments in the State of Tennessee are receiving 17.1 million dollars for state-aid roads, which is the same amount of funds they received in fiscal year 1983-84 and county governments are receiving only 9.6 million dollars in bridge construction funds from the state for fiscal year 1998-99 which is less than half of the 20 million dollars received fifteen years ago for fiscal year 1983-84;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of _____ County, meeting in _____ session on this _____ day of _____, 1998, that the Tennessee General Assembly is strongly urged to increase the level of state-aid funds by 32.9 million dollars to the level of 50 million dollars in the fiscal year 1999-2000 state budget in order to assist local governments of this State in making public roadways and bridges safe.

BE IT FURTHER RESOLVED, that the county clerk shall mail certified copies of this resolution to the members of the Tennessee General Assembly representing the people of _____ County.

Adopted this _____ day of _____, 1998.

APPROVED: _____
County Executive

ATTEST: _____
County Clerk

LITIGATION FEE INCREASE REVISION

Maudie Briggs, seconded by Tony Sizemre to revise the recent litigation fee increase to \$5.00 across the board in each court.

Voting for: all

Voting against: none

THEREUPON, MEETING ADJOURNED.