

This is to certify that these minutes were approved by

Hamblen County Legislative Body on

October 21, 1999.

Herbert Harville  
Herbert Harville, Chairman

Linda Wilder  
Linda Wilder, Hamblen County Clerk

BE IT REMEMBERED that the Legislative Body Session for Hamblen County, Tennessee met at its regular monthly meeting on September 23, 1999 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 County Executive David Purkey.

Upon roll call the following members were present

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

Absent: Doyle Fullington

### **MINUTES APPROVAL**

Motion by Guy Collins, seconded by Tony Sizemore that the minutes of previous meeting be approved.

Voting for: all                      Voting against: none

### **ELECTION OF CHAIRMAN PRO-TEMPORE**

Motion by Larry Baker, seconded by Lyle Doty to elect Guy Collins Chairman Pro-Tempore of the commission for a one year term.

Motion by Joe Spoone, seconded by Larry Baker that nomination cease And Guy Collins be elected by acclamation.

Voting for: all                      Voting against: none

### **ELECTION OF CHAIRMAN**

Motion by Larry Baker, seconded by Joe Spooone to elect Herbert Harville Chairman of the commission for a one year term.

Motion by Willie Osborne, seconded by Tony Sizemore that nomination cease and Herbert Harville be elected by acclamation.

Voting for: all

Voting against: none

### **CHAIRMAN'S SALARY**

Motion by Lyle Doty, seconded by Eldridge Bryant that the chairman's salary remain \$750. per month.

Voting for: all

Voting against: none

### **NOTARIES AND BONDSMEN**

Motion by Willie Osborne, seconded by Eldridge Bryant to approve the following notaries and their bondsmen.

Voting for: all

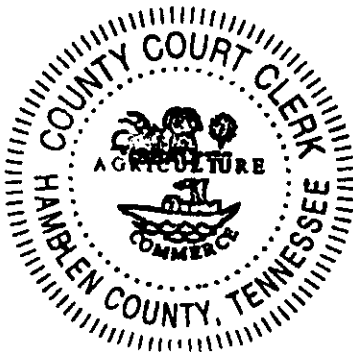
Voting against: none

**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 September, 19 99 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)
1 Patsy Atkins Western Surety Company	3696 Nena Circle Morristown, TN 37814 423-587-0445	1123 N. Chucky Pike Jefferson City, TN 37760 423-475-5577
2 Deborah Puckett Western Surety	542 Andrew Circle Talbot, TN 37877 423-586-4792	PO Box 1158 Morristown, TN 37816 423-581-9000
3 Kenneth D. Colboch Sherry Taylor Ernest C. Bolger, Jr.	4224 Peace Drive Morristown, TN 37814 none	1830 N. Davy Crockett Parkway Morristown, TN 37814 423-586-5343
4 Michelle L. Fuller Christine Anderson Darlene Britton	362 Butler St. Morristown, TN 37813 423-581-3433	n/a
5 Pat Colvin Notary Public Underwriters, Inc.	1043 Keith Lane Morristown, TN 37813 423-587-1733	448 E. Broadway Jefferson City, TN 37760 423-475-5191
6 Angela S. Roberts Ashton Agency, Inc.	780 Fox Trott Lane Morristown, TN 37814 423-586-8897	1161 S. Cumberland St. Morristown, TN 37813 423-587-6243
7 Jimmie Keith Roberts Ashton Agency, Inc.	780 Fox Trott Lane Morristown, TN 37814 423-586-8897	1161 S. Cumberland St. Morristown, TN 37813 423-587-6243
8 William David Southerland State Farm Insurance	1273 Kidwell Ridge Rd. Morristown, TN 37814 423-586-7686	322 W. Hillcrest Dr. Morristown, TN 37813 423-581-6206
9 Cynthia H. (Cindy) Shoun John R. Allen Mark A. Shoun	3105 Hampton Cr. Morristown, TN 37814 423-581-1525	3401 W. Andrew Johnson Hwy. Morristown, TN 37814 423-581-1130
10 Leigh Anne Lakins Don Bunch Mavin Jones	2056 Riverview Dr. Morristown, TN 37813 423-587-4007	305 Terminal Dr. Morristown, TN 37815 423-581-2320
11 Peggy M. Wisecarver Clifton Barnes Ed Moody	2440 Lonnie Circle Morristown, TN 37813 423-586-1030	1609 College Park Dr. Box 11 423-587-7053 Morristown, TN 37813
12		
13		
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18		



Linda Wilder/m.s.  
SIGNATURE

CLERK OF THE COUNTY OF Hamblen, TENNESSEE

8-20-99  
DATE

## **PURCHASING COMMITTEE MEMBERS**

Motion by Tony Sizemore, seconded by Guy Collins to nominate Bud Jones and Eldridge Bryant to serve a one year term on the purchasing committee.

Motion by Guy Collins, seconded by Maudie Briggs that nomination Cease and Bud Jones and Eldridge Bryant be elected by acclamation.

Voting for: all                      Voting against: none

## **PLANNING COMMISSION MEMBERS**

Motion by Larry Baker, seconded by Frank Parker to nominate Lyle Doty to serve a one year term on the planning commission.

Motion by Donald Gray, seconded by Willie Osborne that nomination cease and Lyle Doty be elected to serve by acclamation.

Voting for: all                      Voting against: none

Chairman Herbert Harville appoints Joe Spooone to serve a one year term on the planning commission.

## **APPOINTMENT OF MAINTENANCE SUPERVISOR**

Motion by Willie Osborne, seconded by Tony Sizemore to re-appoint Harold Wolfe as maintenance supervisor.

Motion by Guy Collins, seconded by Frank Parker that nomination cease and Harold Wofe be appointed by acclamation.

Voting for: all                      Voting against: none

**SHERIFF’S WORK RELEASE BOARD**

Motion by Guy Collins, seconded by Eldridge Bryant to accept the confirmation of Otto Purkey, Belinda Blevins, and James “Pondy” Drinnon to the sheriff’s work release board.

Voting for: all                      Voting against: none

Chairman Herbert Harville appointed the following people to serve on the county sewer committee to study the possibility of getting sewer service outside of the city limits:

- |               |                |
|---------------|----------------|
| C. C. Wetzel  | Joe Frank Haun |
| Les McCoy     | Steve Sublett  |
| Myra Callis   | Terry Harris   |
| Jerry Horner  | Neil Whetsel   |
| B. B. Whetsel |                |

**BILLS**

Motion by Frank Parker, seconded by Guy Collins that the following bills be approved and paid.

Voting for: all                      Voting against: none

BILLS RECOMMENDED FOR PAYMENT - SEPTEMBER 23, 1999

<u>GENERAL FUND</u>			Lanier	HC	1,012.00
Acme Printing	JUV	32.00	Leonard's Electronic Rep.	CNC	484.00
Adrain Hale Pest Control	CH	84.00	Less Gauss	CE	79.95
	JC	38.00	Lowe's	EC	97.90
	HD	19.00	Mitchell Hodge Electric	JC	21.81
Advanced Mailing Systems	CRC	87.32	Murrell Burglar Alarms	JC	183.00
Advanced Auto Parts	EMA	134.98	NAFECO	HD	36.58
B. K. Graphics	EMA	615.00	NASCO	VFD	90,161.57
Brdige Computer	CRC	419.90	Neopost	Ext	28.45
	HC	1,925.00		HC	664.09
Bullzye Fire Extinguisher	CH	30.03	Office Depot	CRC	140.85
Business Info. Systems	CnC	2,478.07		CRC	3.84
Capps, Cantwell, Capps	HC	7,027.08		CNC	31.11
Citizen Tribune	CnC	77.87		CE	71.68
	CRC	21.45		PC	7.76
	PC	48.60		INV	71.38
	CE	181.35	Otis Elevator	REAPP	8.82
County Record Services	CRC	851.50	Pet Diary	CH	297.45
	CM	361.22	Price & Price	THF	62.17
Crescent Center Car Wash	WP	19.00		JC	174.00
	A	21.00	Quill Corporation	CH	118.28
David's Laundry	HD	20.00	Rental Uniforms	HD	174.35
Marsha Dalton	HC	8.75		JC	45.60
Evans Office Supply	HD	251.87	Risk Management	CH	134.80
	INV	6,913.75	Rogersville Office Supply	RD	50.00
	CNC	62.59	Rydin Decal	PC	382.02
	THF	69.00	Schwaab	HC	1,512.22
	WP	3.36		CRC	41.80
	REAPP	76.76	Sears	PC	30.30
	PC	17.78	Shred-It	A	29.97
	EC	6.38	Standard Printing	HD	35.00
FedEx	CRC	16.75	Target Store	T	779.63
	CE	28.50	UPS	HC	93.32
	HD	74.00	Universal Forms	CNC	22.50
Hart Info. Systems	RD	4,044.10	Ward Printing	CRC	556.62
	CNC	800.52		CRC	767.20
Hayter Printing	CM	60.00	Wal-Mart	PC	129.00
Hi-Tech Electronix	CH	75.00		JUV	57.74
Hopkins Medical Products	HD	519.00		HD	141.40
Holston Gases	HD	149.35		HC	5.06
J.P. Cooke Co.	CNC	368.65		PC	11.76
Jimmy's Auto Parts	JC	6.49		THF	113.82
Jones, Hiram	HC	4,200.00		GS	255.93
Kinser, John	ME	1,160.00	Western Sizzlin	CM	29.00
Labcorp	HC	46.25		CRC	182.90
			<b>TOTAL</b>		<b>132,789.85</b>

BILLS RECOMMENDED FOR PAYMENT - SEPTEMBER 23, 1999

**SHERIFF'S DEPT.**

Acme Printing	95.00
Al's Auto Repair	717.54
Advanced Auto	27.34
Airport Tire	45.00
Audio Concepts	102.25
Battericorp	28.49
Bay Battery	617.50
Bob Barker	952.04
Buffalo Trail Western Wear	224.00
Camera Castle	23.90
Chief Supply	85.50
Clinical Labs	75.00
Coca-Cola	655.28
Crescent Ctr. Car Wash	578.98
Doctor's Hospital Pharmacy	742.02
Doka, Steve	650.00
Douthat, Marsha	2,916.66
Earthgrains	916.72
East Ridge Uniforms	696.20
Evans	104.73
Emergency Coverage	220.00
Final Finish	10.75
Free Service Tires	224.98
Freeman's Welding	238.46
Gall's	1,410.55
Hale Brothers	7,760.36
Hamblen Radiologists	114.00
Institutional Dist.	5,580.27
J & J Transmissions	1,420.00
John's Stereo	359.10
K-Chemicals	53.95
Kay Uniforms	257.70
Kavanagh, Eugene	60.00
Knox Fire Extinguisher	65.00
Livesay Graffix	271.54
Lowe's	299.88
M'town Hamblen Hospital	2,627.00
M'town Ford	95.48
Office Depot	3.08
Pet Dairy	672.65
Risk Management	432.00
Samaritan Group	290.00
Sirchie	63.43
Stone Cold Chemicals	1,580.23

**SHERIFF'S DEPT.**

State of TN	30.00
Tenn-Two-Way	48.00
UPS	29.00
Ward Printing	100.00
Wal-Mart	599.97
Western Medical Supply	671.55
<b>TOTAL</b>	<b>35,843.08</b>

**GARBAGE DEPT**

Ball, Elward	98.40
CCP Industries	214.49
Coffman Oil Co.	305.24
Collins, Statler	40.00
Concentra Medical	32.00
DB Electrical	64.80
East TN Steel Supply	249.20
H.C./M'town Solid Waste	55,819.50
Hamblen Farmers Coop	1,465.32
Holmes Shoes	71.99
Holston Gases	38.80
Jimmy's Auto Parts	197.81
Kenworth of TN	664.18
Mid-TN Ford	85.41
Miami Systems	231.04
Momar	86.93
Recycling & Company	6,446.25
Spring Service	890.00
Tri-Blends	87.00
Tractor Supply	159.99
Wal-Mart	48.37
Wheel & Brakes	189.80
<b>TOTAL</b>	<b>67,486.52</b>

**DUI FUND**

Craig's Firearms	922.00
Livesay Graphics	40.00
R & T Speciality	546.38
Sign's Now	70.00
<b>TOTAL</b>	<b>1,578.38</b>



AMENDED & RESTATED SOLID WASTE DISPOSAL SYSTEM AGREEMENT

Motion by Larry Baker, seconded by Lyle Doty that the following amended and restated agreement be approved.

Voting for: all

Voting against: none

**AMENDED AND RESTATED  
SOLID WASTE DISPOSAL SYSTEM AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1999, by and between **HAMBLEN COUNTY** and the **CITY OF MORRISTOWN**, each of which is a political subdivision of the State of Tennessee.

**W I T N E S S E T H:**

**WHEREAS**, the parties hereto entered into an agreement creating the Hamblen County - Morristown Solid Waste Disposal System on July 26, 1988; and

**WHEREAS**, the Solid Waste Disposal System Agreement was amended by amendments dated August 21, 1990 and January 23, 1997; and

**WHEREAS**, the parties hereto wish to further amend the Solid Waste Disposal System Agreement to, among other things, clarify the members of the Board entitled to compensation, bring the compensation of eligible board members into line with other county boards and commissions and to streamline the procedure for removing members appointed to the Board; and

**WHEREAS**, rather than draft a third amendment to the initial Solid Waste Disposal System Agreement, the parties hereto desire to include all previous and current amendments into a single Amended and Restated Solid Waste Disposal System Agreement (the "Restated Agreement") for simplicity; and

**WHEREAS**, each of the parties hereto still recognizes that it is necessary and desirable to enter into this Restated Agreement in order to meet present and future needs for disposal of solid waste in accordance with public health requirements; and

**WHEREAS, Tennessee Code Annotated § 12-9-101 et seq.** confers authority upon the parties hereto to enter into this joint Amended and Restated Solid Waste Disposal System Agreement; **NOW**

**THEREFORE,** Hamblen County and the City of Morristown do mutually agree that they will jointly and cooperatively operate and maintain a solid waste disposal system to be known and designated as the joint Hamblen County - Morristown Solid Waste Disposal System for the duration and in the manner hereinafter established. For these purposes, the parties further agree as follows:

**I.**

This Restated Agreement shall remain in full force and effect for the duration of the useful life of the sanitary landfill presently owned by Hamblen County, the useful life of the sanitary landfill presently owned by the City of Morristown and the useful life of additional properties purchased by the System for use as a sanitary landfill as hereinafter provided.

The parties hereto may terminate this Restated Agreement at any time by mutual consent of the parties. In absence of mutual consent of the parties, either party may withdraw from this Restated Agreement after the duration of the useful life of the sanitary landfill presently owned by the party wishing to withdraw. A party in order to withdraw from this Restated Agreement must give the other party and the Board written notice of its intent to withdraw at least six (6) months prior to withdrawal.

**II.**

**ADMINISTRATION OF THE SYSTEM**

**1. JOINT HAMBLLEN COUNTY - MORRISTOWN SOLID**

**WASTE DISPOSAL SYSTEM BOARD:**

There is established a joint Hamblen County - Morristown Solid Waste Disposal System which shall be the agent of the parties for the administration of the system.

**2. COMPOSITION OF THE BOARD:**

The Board shall be comprised of eight (8) members, three of whom shall be appointed by the Hamblen County Commission, three of whom shall be appointed by the City Council of the City of Morristown, one of whom will be appointed by the County Executive, subject to confirmation by the Hamblen County Commission and one of whom shall be appointed by the City Administrator, subject to confirmation by the City Council of the City of Morristown.

**3. TERMS OF MEMBERS OF THE BOARD:**

The members of the Board appointed by the County Executive, County Board of Commissioners, City Administrator and City Council of the City of Morristown shall serve terms of three (3) years each. A vacancy in any seat on the Board shall be filled by the entity which originally appointed such member for the unexpired term of such seat on the Board. A vacancy will occur upon the death or resignation of a member of the Board, upon the defeat, resignation or expiration of the term of any elected County or City official or upon the retirement, removal or resignation of any City or County employee.

All currently existing seats on the Board shall expire at the end of each seat's current term. Any position currently being held by a member of the County Board of Commissioners or a member of the City Council of the City of Morristown shall be the seats appointed by the County Executive and City Administrator, respectively, subject to confirmation of the Hamblen County Board of Commissioners or the City Council as the case may be.

Nothing contained in this Section II, Paragraph 3 shall be construed to the benefit of any third party nor is it intended that any provision contained herein shall be for the benefit of any third party.

**4. BOND OF MEMBERS:**

Each member shall give bond as may be required by resolutions of the governing bodies of the parties hereto.

**5. COMPENSATION OF MEMBERS:**

Any current or future member of the Board who is or was appointed in conformity with the provisions of this Restated Agreement and who is eligible for compensation, shall be paid the sum of \$200.00 per month for each meeting of the Board he or she attends; provided, however, that no member eligible for compensation shall receive compensation in excess of \$200.00 in any one month regardless of the number of meetings attended or receive compensation in excess of \$2,400.00 in any one fiscal year. No full-time elected or appointed County or City employee or official shall receive compensation for serving on the Board. For purposes of this provision, full-time employee or official shall be as defined in the County and City Employee Handbooks. The compensation to be paid to eligible board members may be adjusted from time to time by a majority vote of both the County Board of Commissioners and the City Council of the City of Morristown.

**6. QUORUM AND MEETINGS:**

A majority of the Board shall constitute a quorum. The Board shall meet no less than once a quarter at such times and places as the Board may determine. The Board may hold special meetings for a specific cause upon call by the Chairman or one-third (1/3) of the members of the Board.

**7. BOARD OFFICERS:**

The Board shall elect its own officers which will be a Chairman, a Vice-Chairman, and a Secretary, the powers and duties of each being those usually pertaining or incidental thereto.

**8. RULES OF PROCEDURE:**

The Board shall establish its own rules of procedure for the conduct of its business. Any matter not covered by such rules shall be governed by "Robert's Rules of Order."

**9. REMOVAL OF MEMBERS:**

Any member of the Board may be removed from office for cause only after there has been a preferment of formal charges by a resolution adopted by a majority vote of the entire membership of each of said governing bodies and upon an affirmative vote of two-thirds (2/3) of the entire membership of the appointing governing body following a hearing held in the manner and at the time as said governing body may determine.

**III.**

**AUTHORITY OF THE BOARD AND SYSTEM**

**1. GENERAL SUPERVISION AND CONTROL:**

The Board shall have general supervision and control of the acquisition, improvement, operation and maintenance of a refuse disposal system as herein provided for. It shall also have general supervision and control of the employment of all necessary personnel including management, supervisory, clerical and other personnel necessary and incident to the complete administration of the system. The Board shall include in its employees the present landfill employees of both the City and the County. The Board shall further have general supervision and control of the landfill site and all material and equipment in connection with the system herein provided for.

**2. DIRECTOR:**

The Board shall employ and appoint a Director who shall be a person qualified by training and experience for supervision over the maintenance and operation of the facilities and services herein provided for, and his salary shall be fixed by the Board.

He shall serve at the pleasure of the Board and shall be subject to removal by the Board at any given time. The Director, if required by the Board, shall give bond in the amount established by the Board, and shall attend all Board meetings in the status of a non-voting member/advisor.

**3. ACQUISITION OF REAL ESTATE:**

Hamblen County and the City of Morristown shall each turn over and deliver its presently owned sanitary landfill including all equipment and material to the System for use in operation of the solid waste disposal system herein provided for. The System shall have the control, supervision, management and use of said landfills, and shall hold custody of same only for the purposes herein stated. All further real estate acquired by the System for use in operating of the solid waste disposal system shall be titled both in the name of Hamblen County and the City of Morristown, each owning an undivided one-half interest. The parties hereto agree to equally finance costs of the acquisition of further real estate for use by the System.

**4. ACQUISITION OF EQUIPMENT, MATERIALS, SUPPLIES, ETC.:**

(a) The parties hereto shall turn over to the System all of its equipment, materials and supplies presently owned for use by the System in operation of the solid waste disposal system herein provided for.

(b) The System shall comply with the provisions of the County Purchasing Law of 1983 set out in T.C.A. § 5-14-201, etc. in connection with all of its purchases and contracts for the purchase of personal property.

**5. BUDGET:**

The Board shall prepare for submission to the governing bodies of the parties hereto a budget and a salary plan for the

operation of the system, for each fiscal year, said budget to be presented to said governing bodies on or before the 1<sup>st</sup> day of April, prior to the fiscal year for which it is prepared.

**6. FINANCING:**

(a) The System shall have power to construct buildings and improvements and acquire the necessary equipment for baling, demolition, and processing solid waste in accordance with the minimum regulations established by the State's Solid Waste Control Board. The System will finance construction and equipment acquisitions with the City and County giving collateralization. The City and County agree to cooperate and provide such collateralization on an equal basis as is necessary to finance construction and equipment acquisitions.

(b) The Board shall establish a per ton tip fee at a rate required to operate the solid waste disposal system which fee shall include an amount sufficient to amortize any outstanding indebtedness. It is contemplated that the System will operate as a pure enterprise fund and be self sustaining except that the City and County shall jointly pay for acquisition of real estate.

(c) All parties, including the City and County, shall pay the System a per ton tip fee for use of the solid waste disposal system. The System will bill the City and County per scale ton weight monthly for the residential and governmental refuse depending upon the boundary of origination. All other refuse will be billed to the private party or corporation using the solid waste disposal system. The System, prior to abandoning any landfill, shall restore the land to such condition as may be required by State or Federal Agencies.

**7. ADDITIONAL POWERS:**

In carrying out its functions under the Restated Agreement, the System shall have the power, together with all

powers incidental thereto or necessary for the performance of such powers, to:

(a) Sue and be sued and prosecute and defend, at law or in equity, in any court having jurisdiction of the subject matter and of the parties;

(b) Make and enter into all contracts, trust instruments, agreements and other instruments with any municipality, the State of Tennessee, the United States government or any agency thereto, or agreements, notes and other forms of indebtedness and contracts for the management and operation of any project, facility or service of the System or the treatment, processing, storage, transfer or disposal of solid waste;

(c) Incur debts and borrow money as provided by law (subject to requirements set forth in Section III.6 hereof that the City and the County provide collateralization, if necessary);

(d) Pledge all or any part of the revenues and receipts of the System to the payment of any indebtedness thereof, and make covenants in connection with the issuance of notes or other indebtedness or to secure the payment of such notes or other indebtedness;

(e) Have control of its projects, facilities and services with the right and duty to establish and charge fees, rentals, rates and other charges for the use of the facilities and services of the System, and the sale of materials or commodities by the System, and collect revenues and receipts therefrom, not inconsistent with the rights of its creditors;

(f) Apply for and accept donations, contributions, loans, guaranties, financial assistance, capital grants



or gifts from any municipality, county, the State of Tennessee, the United States government or any agency thereof, the Tennessee Valley Authority or any person for or in aid of the purposes of the System and enter into agreements in connection therewith; and

(g) Operate, maintain, manage, and enter into contracts for the operation, maintenance and management of any project undertaken, and make rules and regulations with regard to such operation, maintenance and management.

#### IV.

##### DUTIES OF DIRECTOR

1. The Director shall have charge of (a) all actual construction (b) the immediate management and operation of the System, and (c) the enforcement of all rules, regulations, plans and policies of the Board. He shall inspect or cause to be inspected all delivery of materials, supplies, and equipment to ascertain if they comply with specifications, and shall render to the Board such reports as it may require.

2. Within the limits of a budget and of a salary plan to be approved by the governing bodies of the parties hereto, the Director shall, with the approval of the Board, and within limits which it may prescribe, hire all employees and determine their duties and compensation, with the exception of technical consultants, advisers and legal counsel for which the Board will contract directly as needed.

3. Upon authorization from the Board and subject to limitations, rules and regulations which the Board may prescribe, the Director may make purchases and contracts of personalty under Two Thousand Five Hundred Dollars (\$2,500.00), within budgetary

limits. The Director shall not make any purchase or contract involving Two Thousand Five Hundred Dollars (\$2,500.00) or more.

**V.**

**ACCOUNTS AND FISCAL RECORDS**

All accounts and fiscal records will be maintained by the office of the Director, joint Hamblen County - Morristown Solid Waste Disposal System. A record of all expenditures and accounts shall be rendered to the Board at regularly scheduled meetings, and consolidated records for the prior three (3) months quarterly to both the Hamblen County Board of Commissioners and the City Council of the City of Morristown. A full and complete audit shall be conducted periodically, by an independent accounting firm.

**VI.**

**OPERATIONS**

1. Both parties currently operate separate solid waste collection systems, either directly or contractually. Each party shall be liable for all solid wastes collected by their agents until properly released to agents or employees of the System, who become fully liable, as does the System, upon their acceptance of the solid waste collected.

2. Agents of the System may refuse, for just cause, to accept any hazardous wastes prohibited by law or status from introduction into a public sanitary landfill. In the event of such refusal the party/or their agents thus refused are solely responsible for the proper and legal disposition of the refused wastes. Should, through error and/or omission, illegal hazardous wastes be accepted by agents of the System, and/or introduced onto property controlled by the System, it is the legal responsibility of the System and its agents to make proper and legal disposition of said hazardous wastes. In the event of any criminal act, both parties, the System, and all its agents shall pursue, and assist in

said pursuit, of law enforcement efforts to identify, arrest and prosecute the person or persons perpetrating the offense or offenses in question.

3. All solid wastes will be transported to the landfill site operated by the System by any party or its authorized agents, and disposed of in the manner dictated by the System and its agents. The Director or other designated agent or employee of the System may inspect the contents of any vehicle or container on any vehicle, to ascertain the acceptability of the contents for introduction into the landfill.

4. An engineering report and set of drawings dealing with the landfill will be prepared and used in both the physical development of the landfill and the development of a "Manual of Operations and Construction, Joint Hamblen County - Morristown Sanitary Landfill." All of the above must fully comply with applicable State and Federal Statutes and Regulations and be approved by the Board.

5. The Director shall be responsible for the collection of all per ton tip fees from private parties using said disposal system and shall cause the City and County to be billed monthly.

6. The Board shall make and charge the Director with the enforcement and compliance with such rules, regulations, policies and guidelines as are deemed appropriate.

## **VII.**

### **FINANCING**

The parties hereto shall contribute equally to the purchase of any real estate which shall be titled as hereinbefore set out. The parties further agree to furnish collateral, if necessary. Each party shall contribute \$5,000.00 to the System upon its organization in order to facilitate its commencement of operation.

## VIII.

### DISPOSAL OF PROPERTY ON TERMINATION OF AGREEMENT

Upon the termination of this Restated Agreement, the System as agent of the parties shall sell all of the equipment, supplies, material, and personalty and any real estate which may have been acquired for it at public auction after advertisement and notice of the time and place of sale once a week for three weeks in a newspaper or newspapers having a circulation county-wide for Hamblen County, at which sale said property shall be sold for cash to the highest and best bidder. The proceeds of sale of the property, less the expenses thereof, shall be returned in equal parts to the accounts of Hamblen County and the City of Morristown.

## IX.

### AMENDMENT AND MODIFICATION

Amendments and modifications may be made to this Restated Agreement as circumstances and conditions may require in order to promote the efficient administration and operation of the system and to insure an equitable and fair participation by the parties in their contributions and other obligations hereunder. Amendments and modifications shall be effected by the majority vote of the legislative bodies of both parties to adopt said amendment or modification.

## X.

### EFFECTIVE DATE

This Restated Agreement constitutes the entire agreement between the parties and it shall take effect upon its adoption by the governing bodies of both parties hereto.

APPROVAL OF AGREEMENT-SALE OF OLD ROAD DEPT. FACILITY

Motion by Frank Parker, seconded by Larry Baker to approve the following agreement.

Voting for: all

Voting against: none

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

**THIS AGREEMENT** ("Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, 1999, is by and between **HAMBLEN COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee ("Seller"), **A B RENTALS, INC.**, a Tennessee Corporation ("Buyer"), and **BESTURNINGS, INC.**, a Tennessee Corporation ("Lessee").

**W I T N E S S E T H:**

**WHEREAS**, Seller and Lessee entered into a Contract for Purchase and Sale of Property (the "Contract") in January, 1998 whereby Seller agreed to sell and Lessee agreed to buy that certain parcel of land, together with all improvements located thereon, in the City of Morristown, State of Tennessee, being known as and being more particularly described as set out on attached Schedule "A" hereto (the "Property"); and

**WHEREAS**, Lessee has assigned all of its rights to purchase the Property to Buyer and Buyer has assumed all of Lessee's obligation under the Contract; and

**WHEREAS**, Buyer has agreed to lease the Property to Lessee under the terms of a Lease to be entered into by and between Buyer and Lessee; and

**WHEREAS**, subsequent to the execution of that Contract, environmental studies were conducted by Lessee and the required remediation, under the direction of the Tennessee Department of Environment and Conservation, has been completed; and

**WHEREAS**, the State of Tennessee has issued a letter to the effect that no further action at the old diesel fuel tank pit location is required; and

**WHEREAS**, the parties desire to close the transaction contemplated by the Contract previously entered into; and

**WHEREAS**, Buyer and Lessee desire assurances from Seller with regard to environmental matters affecting the property prior to Buyer's ownership and Seller desires assurance from Buyer and Lessee with regard to environmental matters affecting the Property after Seller's ownership;  
**NOW**

**THEREFORE**, in consideration of the above-stated premises, Buyer, Lessee and Seller agree as follows:

1. Seller agrees to fully indemnify and save harmless Buyer and Lessee against any and all losses, damages, claims, demands, liabilities, or expenses suffered or incurred by Buyer as a result of Environmental Requirements or arising under such Environmental Requirements or under any violations thereof, brought or made by any Governmental Authority or any third party which may result or arise from the use of the Property or the operation of the Hamblen County Road Department on the Property prior to the transfer of title from Seller to Buyer.

2. Buyer and Lessee agree to fully indemnify and save harmless Seller against any and all losses, damages, claims, demands, liabilities, or expenses suffered or incurred by Seller as a result of Environmental Requirements or arising under such Environmental Requirements or under any violation thereof, brought or made by any Governmental Authority or third party which may result or arise from the use of the Property or the operation of any business on the Property following the transfer of title to said Property from Seller to Buyer.

3. Buyer and Lessee represent and warrant to Seller that, as to the Property, they will abide by all Environmental Requirements affecting the use of the Property from and after the date of transfer of title from Seller to Buyer.

4. As used herein, the terms "Environmental Requirements," "Governmental Authority" and "Hazardous Materials" shall have the following meanings:

"Environmental Requirements" means all applicable laws, permits and similar items of any Governmental Authority relating to the protection of human health or the environment, including without limitation: (i) all requirements pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials; (ii) all requirements pertaining to the protection of the health and safety of employees or the public; and (iii) all other limitations, restrictions, conditions, standards, prohibitions, obligations, schedules and timetables contained therein or in any notice of demand letter issued, entered, promulgated or approved thereunder.

"Governmental Authority" means any federal, state, or local government or any subdivision, authority, department, commission, board, bureau, agency, court or other instrumentality thereof.

"Hazardous Materials" means any substances: (i) the presence of which requires investigation or remediation under any law; (ii) which is or has been identified as

a potential hazardous waste, hazardous substance, pollutant or contaminant under any applicable law, or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, reactive, or otherwise hazardous and has been identified as regulated by a Governmental Authority.

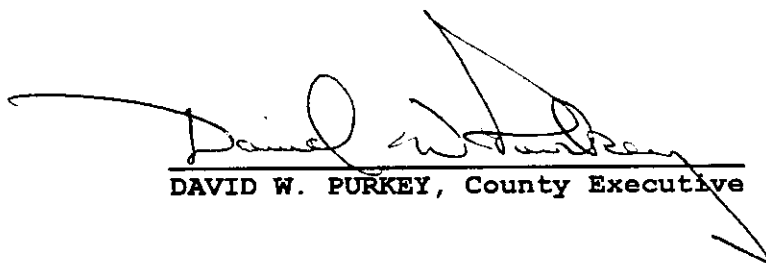
5. The indemnity and save harmless provisions hereof shall extend to actual losses, damages, claims, demands, liabilities and expenses as well as attorneys' fees and any costs of court.

6. This Agreement shall survive the closing and transfer of title by deed from Seller to Buyer.

7. This Agreement shall inure to the benefit of and be binding upon, the parties hereto, their heirs, executors, administrators, successors and assigns.

**THIS AGREEMENT** executed by the parties hereto this day and date first written above in duplicate.

**HAMBLEN COUNTY, TENNESSEE (Seller)**

  
\_\_\_\_\_  
DAVID W. PURKEY, County Executive

**A B RENTALS, INC. (Buyer)**

By:   
\_\_\_\_\_  
ARNOLD W. BUNCH, President

**BESTURNINGS, INC. (Lessee)**

By:   
\_\_\_\_\_  
ARNOLD W. BUNCH, President

STATE OF TENNESSEE

COUNTY OF HAMBLEN

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, **DAVID W. PURKEY**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the County Executive of **HAMBLEN COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, the within-named bargainer, and that he, as such County Executive, being authorized so to do, executed the foregoing instrument for the purposes contained therein and expressed.

**WITNESS** my hand and official seal at office in said County this \_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF HAMBLEN

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **ARNOLD W. BUNCH**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself, upon oath to be the President of **BESTURNINGS INC.**, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes contained therein and expressed, by signing the name of said corporation as such President.

**WITNESS** my hand and official seal at office in said County this \_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_



STATE OF TENNESSEE

COUNTY OF HAMBLEN

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **ARNOLD W. BUNCH**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself, upon oath to be the President of **A B RENTALS, INC.**, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes contained therein and expressed, by signing the name of said corporation as such President.

**WITNESS** my hand and official seal at office in said County this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

SCHEDULE A

SITUATE in Civil District No. ONE (1) of Hamblen County, Tennessee, and in the City of Morristown, and being bounded and described as follows:

BEGINNING at a pk nail set on the western edge of East Economy Road and thence in a southerly direction with said road, South  $03^{\circ} 04' 04''$  West 262.32 feet to an iron rod found; thence South  $79^{\circ} 45' 00''$  West 266.75 feet to an iron rod found; thence North  $35^{\circ} 53' 21''$  West 77.50 feet to an iron rod found; thence North  $2^{\circ} 42' 14''$  West 179.14 feet to a nail & cap found; thence North  $75^{\circ} 1' 27''$  East 168.03 feet to a pk nail set; thence South  $2^{\circ} 42' 14''$  East 20.47 feet to a pk nail set; thence North  $75^{\circ} 01' 27''$  East 173 feet to a pk nail set, being the point of BEGINNING and containing 79,553 square feet or 1.826 acres according to survey dated January 8, 1998, prepared by Brown Land Survey Company.

BEING the same property conveyed to Hamblen County, Tennessee in Warranty Deed Book 83, at page 554 as filed of record in the Register of Deeds' Office of Hamblen County, Tennessee.

MEMORANDUM OF UNDERSTANDING-AUTOMATIC FINGERPRINTING SYSTEM

Motion by Joe Spoons, seconded by Frank Parker to approve the following memorandum of understanding.

Voting for: all

Voting against: none

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING entered into this 30 day of July, 1999, by and between **HAMBLÉN COUNTY**, a political subdivision of the State of Tennessee, hereinafter referred to as "County" and the **CITY OF MORRISTOWN**, a Tennessee municipality, hereinafter referred to as "City."

**WITNESSETH:**

**WHEREAS**, pursuant to Tennessee Code Annotated § 38-6-103, each peace officer of the State of Tennessee is required to fingerprint any person arrested and furnish a copy of such fingerprints to the forensic services division of the Tennessee Bureau of Investigation; and

**WHEREAS**, the County, through the Hamblen County Sheriff's Department and the City, through its Morristown Police Department, each presently and separately carry out this function; and

**WHEREAS**, both the City and County desire to combine their efforts in complying with state law through a joint operation; and

**WHEREAS**, the City and County have jointly applied for and been awarded a grant of approximately \$58,000 from the United States Department of Justice through the Office of Justice Programs of the Tennessee Department of Finance for the purpose of establishing an

Automated Fingerprint System, hereinafter referred to as "AFS," which grant requires matching funds; and

**WHEREAS**, Tennessee Code Annotated § 12-9-101 et seq., confers authority upon the parties hereto to enter into this joint agreement; and

**WHEREAS**, it is the desire of the County and the City to reduce their agreement to writing;

**NOW, THEREFORE**, Hamblen County and the City of Morristown do mutually agree that they will jointly and cooperatively operate and maintain an Automated Fingerprint System to be known as the Hamblen County-Morristown Automated Fingerprint System for the duration and in the manner hereinafter established. For these purposes, the parties agree as follows:

1. The City shall be responsible for providing all the matching funds required by acceptance of the grant from the Department of Justice.

2. County shall be responsible, at its own expense, for providing the AFS Manager to operate and be responsible for day to day operation of the AFS and which manager shall be an employee of the Hamblen County Sheriff's Department. City shall provide, at its own expense, a backup AFS Assistant Manager to carry out the operation of the AFS in the absence of the AFS Manager.

3. Unless provided for in the grant monies, County shall be responsible, at its own expense, for providing the telephone line to be connected to the computer to be purchased with the grant monies.

4. County shall be responsible, at its own expense, for providing the maintenance to the AFS equipment.

5. The Sheriff of Hamblen County and the Police Chief of the Morristown Police Department shall jointly manage and oversee the operation of the AFS and to this end, both the City and County agree to act in all respects in a spirit of cooperation and good faith to accomplish and meet the responsibilities of the City and County in complying with state law.

6. The term of this agreement shall be for a period of three (3) years and shall be automatically extended under the same terms and conditions for like three year periods unless either party hereto provides the other with sixty (60) days written notice prior to the end of the then three year term. County shall be responsible for fingerprinting all persons arrested by either the City or County. To this end, it shall be the responsibility of the City to bring any person arrested by a member of the Morristown Police Department to the AFS location for fingerprinting. The Hamblen County-Morristown Automated Fingerprint System shall not be a separate legal entity, apart from either the City or County but shall be a joint, cooperative effort of both the Hamblen County Sheriff's Department and the Morristown Police Department. The purpose of this Memorandum of Understanding is to set forth the respective duties and responsibilities of both the City and County under this joint, cooperative program.

7. Both the City and County shall each, respectively, be responsible for funding their respective responsibilities hereunder.

8. The ownership of all equipment and technology to be purchased with grant monies shall be owned by the City and County as tenants in common. Should this Agreement not be extended at the end of any three (3) year term, then any equipment and technology owned by the parties hereto relating to the AFS shall be disposed of at public sale with the proceeds derived therefrom to be divided equally between the parties.

9. This Memorandum of Understanding may be amended or modified only by written agreement entered into and executed by the parties hereto.

10. This Agreement constitutes the entire agreement between the parties and shall take effect upon its adoption by the governing bodies of both parties hereto.

HAMBLEEN COUNTY

BY:

COUNTY EXECUTIVE

HAMBLEEN COUNTY SHERIFF

CITY OF MORRISTOWN

BY:

MAYOR

CHIEF OF POLICE

**STATE ASSESSED PROPERTY LAWSUIT**

Motion by Willie Osborne, seconded by Guy Collins that the county join the class action lawsuit for state assessed property with expenses not to exceed \$5,000.

Voting for: all                      Voting against: none

**WHEEL TAX ENFORCEMENT OFFICER**

Motion by Maudie Briggs, seconded by Tony Sizemore that Chad Beck be employed as the Hamblen County wheel tax enforcement officer. He will work 25 hours per week at a rate not to exceed \$9.50/hour. He will report directly to Sheriff Otto Purkey.

<u>Voting for</u>	<u>Voting against</u>	<u>Passing</u>
Larry Baker	None	Willie Osborne
Maudie Briggs		Bobby Reinhardt
Eldridge Bryant		
Guy Collins		
Lyle Doty		
Donald Gray		
Herbert Harville		
Bud Jones		
Tony Sizemore		
Joe Spoone		
Frank Parker		

**TRUCK PURCHASE-SHERIFF'S DEPARTMENT**

Motion by Guy Collins, seconded by Maudie Briggs to purchase a workhouse truck for the sheriff's department at a cost not to exceed \$10,000. with funds coming from the DUI fund.

Voting for: all                      Voting against: none

RESOLUTION-TN CONSOLIDATED RETIREMENT JOYCE WARD

Motion by Larry Baker, seconded by Guy Collins that the following resolution be approved.

Voting for: all  
Tennessee Consolidated Retirement System

Voting against: none

A RESOLUTION to authorize an actuarial study to determine the liability associated with allowing members with one (1) year service credit in the Tennessee Consolidated Retirement System to establish retirement credit for time during which such members were employed by a political subdivision in accordance with Title 8 Section 34 through 37 of the Tennessee Code Annotated.

WHEREAS, Tennessee Code Annotated Section 8-35-236 authorizes a political subdivision participating in the Tennessee Consolidated Retirement System to permit any member who has one (1) year or more of current membership service in the Retirement System to establish retirement credit for time during which such member was employed by such political subdivision;

WHEREAS, four (4) conditions must be met prior to allowing such members to make the above election. Said conditions are as follows:

- (1) The political subdivision authorizes and pays for the cost of an actuarial study to determine the liability associated with the granting of such prior service;
- (2) The member files with the political subdivision, within sixty (60) calendar days of the passage of the resolution authorizing the study, a notice of the member's intention to establish such prior service. Any member who fails to file the notice of election within the sixty (60) day period shall not later be eligible to establish such prior service;
- (3) Following the review of the cost of granting such prior service, the chief governing body of the political subdivision by a two-thirds (2/3) vote passes a resolution authorizing the service for such members, and accepting liability therefor; provided, however, the political subdivision may only authorize credit for such periods of previous service as authorized for other employees of the political subdivision; and
- (4) Any such member making the above election pays to the Retirement System in a lump sum the employee contributions he would have made had he been a member of the Retirement System during the period claimed, plus interest at the rate provided in Section 8-37-214. The payment required herein must be made within six (6) months of the passage of the resolution authorizing such prior service.

NOW, THEREFORE, BE IT RESOLVED, that the \_\_\_\_\_ of  
(Name of Governing Body)

\_\_\_\_\_, Tennessee hereby authorizes an actuarial study to determine the  
(Name of Political Subdivision)

liability associated with allowing the above provisions and accepts responsibility for the cost of such study.

STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, clerk of the \_\_\_\_\_ of  
(Name of Governing Body)

\_\_\_\_\_, Tennessee do hereby certify that this is a true and exact copy of the foregoing  
(County and Town or City)

resolution that was approved and adopted at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the original

members were present and voting.

IN WITNESS THEREOF, I have hereunto set my hand, and the seal of the \_\_\_\_\_  
(Name of Political Subdivision)

\_\_\_\_\_  
As Clerk of the Board, as aforesaid



## **TRUCK PURCHASE-MAINTENANCE DEPARTMENT**

Motion by Bud Jones, seconded by Eldridge Bryant to purchase/ lease two trucks from Ted Russell Ford for the maintenance department at a cost not to exceed \$30,410.

Voting for: all

Voting against: none

## **FOOD BID-JAIL**

Motion by Bud Jones, seconded by Joe Spooone that the following low bids be accepted for food for the jail:

Bread- Flowers Bakery

Dairy- Pet Dairy

Remaining food- Hale Brothers and Institutional Distributors

Voting for: all

Voting against: none

## **PLANNING COMMISSION-APPEAL DENIAL**

Motion by Maudie Briggs, seconded by Joe Spooone to delay any decision on rezoning property on Wylie Miller Road until next month so that Guy Collins can look at the situation.

Voting for: all

Voting against: none

## **ROAD ACCEPTANCE**

Motion by Joe Spooone, seconded by Frank Parker to accept Abbey Lane and Stonehenge Drive into the Hamblen County road system.

Voting for: all

Voting against: none

There was no action taken on the Trustee's Annual Report.

THEREUPON, MEETING ADJOURNED.