

This is to certify that these minutes were approved by the Hamblen County
Legislative Body on

November 21, 2019

Howard Shipley

Howard Shipley, Chairman

Penny Petty

Penny Petty, Hamblen County Clerk

BE IT REMEMBERED that the Legislative Body for Hamblen County, Tennessee met at its regular monthly meeting on October 24, 2019 at 5:00 p.m. in the Hamblen County Courtroom with the Honorable Howard Shipley presiding.

The Legislative Body was opened by Courtroom Officer Harley Kelley.

Invocation was given by Dannie Bell Pastor Mt. Zion Missionary Baptist Church.

The Pledge of Allegiance was led by Commissioner Tim Goins.

Upon roll call the following members were present:

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ROLL CALL

Quorum Present

Present: 13 Absent: 1

Joe Huntsman, Sr	Present	Randy DeBord	Present
Taylor Ward	Present	Chris Cutshaw	Present
Thomas Doty	Present	Jeff Akard	Present
Wayne NeSmith	Present	Jim Stepp	Present
Mike Minnich	Present	Bobby Haun	Present
Tim Goins	Present	Tim Horner	Present
Howard Shipley	Present	District 14	ABSENT

Appointment of 14th District County Commissioner

Wayne NeSmith nominated Edna Greene
Taylor Ward nominated Scott Cutshaw
Tim Horner nominated Martin Wise
Jeff Akard nominated Johnathon Maxey
Thomas Doty nominated Eileen Arnwine
Randy DeBord nominated Chris Cates

1st Voting For:

<u>Edna Greene</u>	<u>Scott Cutshaw</u>	<u>Martin Wise</u>
Wayne NeSmith	Joe Huntsman	Chris Cutshaw
	Taylor Ward	Tim Goins
		Tim Horner

<u>Johnathon Maxey</u>	<u>Eileen Arnwine</u>	<u>Chris Cates</u>
Jeff Akard	Thomas Doty	Randy DeBord
	Bobby Haun	Howard Shipley
	Mike Minnich	
	Jim Stepp	

Edna Greene and Jonathan Maxey eliminated from selection process because received lowest vote total.

2nd Voting For:

<u>Martin Wise</u>	<u>Eileen Arnwine</u>	<u>Chris Cates</u>
Chris Cutshaw	Jeff Akard	Randy DeBord
Tim Goins	Thomas Doty	Joe Huntsman
Tim Horner	Bobby Haun	
Wayne NeSmith	Mike Minnich	
	Howard Shipley	
	Jim Stepp	
	Taylor Ward	

Eileen Arnwine won the vote for the 14th County Commissioner with 7 votes.

Appointment Planning Commission

Thomas Doty made a nomination to appoint Commissioner Jim Stepp to fill the vacancy on the Planning Commission through August 31, 2022.

1/24/2019 5:59:27 PM RollCall Systems, Inc.



3.b. Appointment to Planning Commission

Appointment of Jim Stepp to fill the vacancy on the Planning Commission

VOTE RESULTS: Passed By Majority Vote

YES: 12 NO: 1 ABSTAIN: 1 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	No	Jim Stepp	Abstain
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes



TENNESSEE
Hamblen County
SERVICE • COMMUNITY • INDUSTRY
OFFICE OF THE MAYOR

To: Hamblen County Commission
From: Bill Brittain, County Mayor *BB*
Date: October 1, 2019
Re: Appointment to Planning Commission

The resignation of Commissioner Scotty Long has left a vacancy for a county commissioner on the Planning Commission. I am requesting your confirmation of the appointment of **Commissioner Jim Stepp to fill the vacancy on the Planning Commission.** If confirmed, Commissioner Stepp will serve through August 31, 2022.

Other members of the County Planning Commission are:

Charles Anderson	2020
Kyle Hale	2020
John Hofer	2021
Chris Cutshaw	2022
Bill Hicks	2023

Cc: Tina Whitaker

Bill Brittain, County Mayor

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October 24, 2019

Appointment to Morristown-Hamblen Solid Waste Board

Mike Minnich made a nomination to appoint Matt Lacy
to serve another three years on the Solid Waste System Board

0/24/2019 6:00:30 PM RollCall Systems, Inc.



3.c. Appointment to Morristown-Hamblen Solid Waste Board

VOTE RESULTS: Passed By Majority Vote

YES: **14** NO: **0** ABSTAIN: **0** ABSENT: **0**

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes



TENNESSEE
Hamblen County
SERVICE • COMMUNITY • INDUSTRY
OFFICE OF THE MAYOR

October 10, 2019

To: Howard Shipley, Chairman
Hamblen County Commission

From: Bill Brittain, County Mayor *BB*

Re: Solid Waste System Board Appointment

An appointment to the Hamblen County Solid Waste System is on the agenda of the October County Commission meeting.

The seat is currently held by Matt Lacy who has served on the board since 2014. Mr. Lacy has indicated that he is willing to serve if he is re-appointed to another three year term.

This position is a County Commission appointment. State law says the Commission cannot appoint another commissioner to this seat because the Solid Waste System pays its board members a monthly stipend.

Bill Brittain, County Mayor

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Rezoning Resolution 19-16 Vote

Motion by Randy DeBord, seconded by Tim Goins to approve the Resolution 19-16 to Amend Zoning Map of Hamblen County, TN by Rezoning Tax Map 018, Part of Parcel 112.01, District 03, 4710 Old Kentucky Road, Morristown, TN 37814 from R-1 to A-1

02/24/2019 6:01:59 PM RollCall Systems, Inc.



5.a. Rezoning Resolution Vote

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

RESOLUTION # 19-16

**A RESOLUTION TO AMEND THE ZONING MAP
OF HAMBLLEN COUNTY, TENNESSEE BY REZONING
TAX MAP 018, PARCEL 112.01, DIST 03
4710 OLD KENTUCKY ROAD MORRISTOWN TN. 37814
FROM R-1 TO A-1
OCTOBER 24, 2019**

WHEREAS, The Hamblen County Planning Commission heard the request to amend the Hamblen County Zoning Map from R-1 to A-1 on Tax Map 018, Parcel 112.01 located inside the Urban Growth Area:

WHEREAS, The Morristown Regional Planning Commission does hereby recommend for the rezoning request:

NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Board of Commissioners does hereby approve the rezoning and map amendment from R-1 to A-1 according to the attached map.

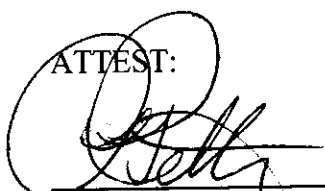
Motion was made by Randy DeBord

Second by Tim GOINS

Voting For: 14


Voting Against: 0

ATTEST:



County Clerk

AUTHENTICATED:



County Mayor

Date: Oct 31, 2019



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown Planning Commission
 FROM: Lori Matthews, Senior Planner
 DATE: October 8th, 2019
 SUBJECT: Rezoning Request in the Urban Growth Boundary

BACKGROUND:

An application to rezone property located at 4710 Old Kentucky Road has been submitted by Mrs. Rhonda Krenzer, acting as agent for the property owner, Summit Properties of Tennessee, Inc.

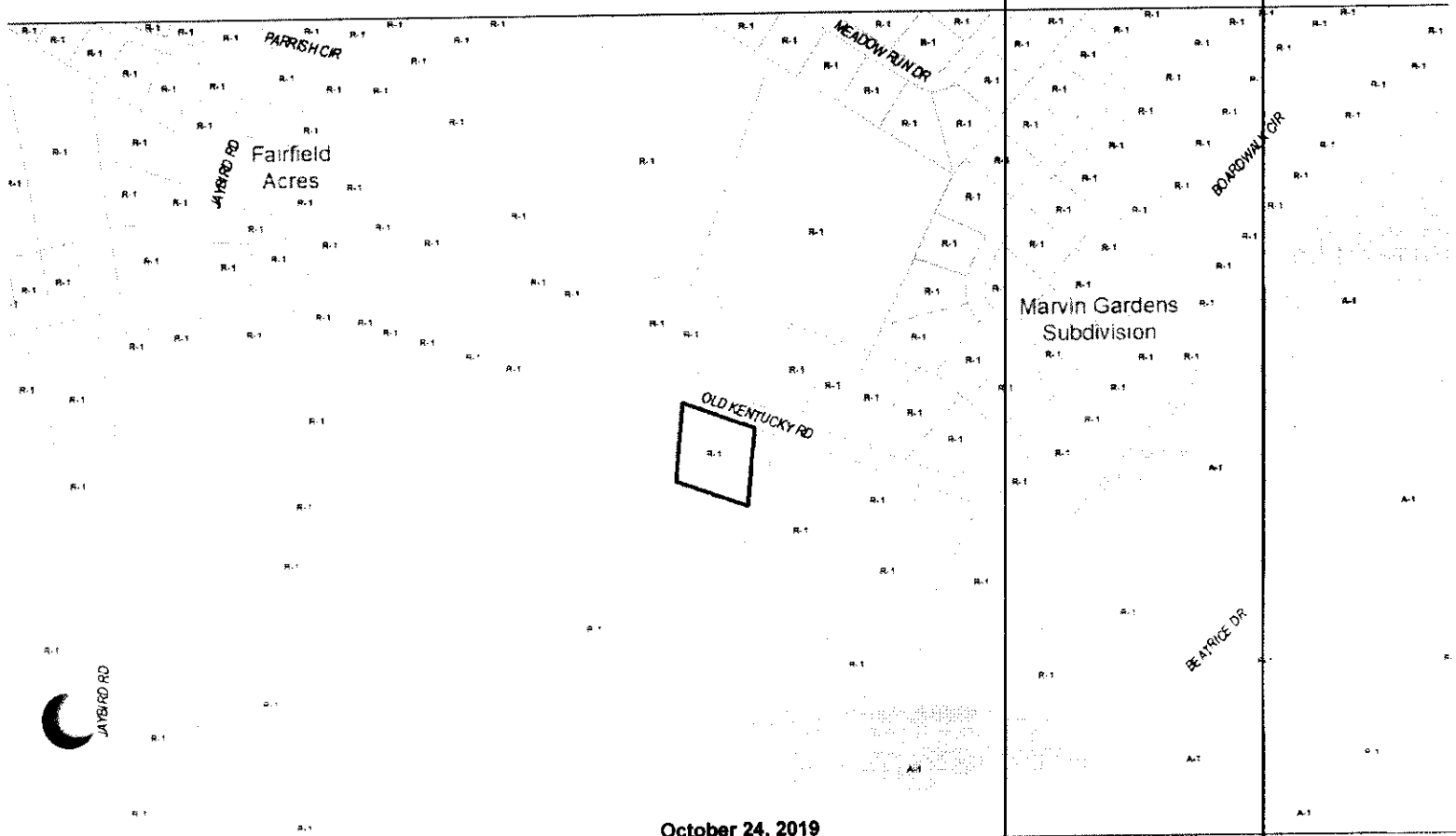
The property, which is in the City's Urban Growth Boundary, is one acre in size and zoned Rural Residential (R1) by the County. It contains a 7,000 square foot building which was built in 1975. Several tenants over the years have occupied the structure to include a furniture maker and, up until ten or so years ago, it contained a glass etching business. The building has remained vacant ever since the "Great Recession".

Being zoned R1, any future use of the property, other than residential, would force the property into a non-compliant state with Hamblen County zoning regulations. Therefore, it is the wish of the property owner to rezone the property to A1 (Agriculture/Forestry). This zoning designation provides additional land uses (as described below) which are better fitted for the property as it exists today.

Uses Permitted - Single family residential dwellings, duplexes, agricultural uses and sales including barns, storage sheds, single-wide mobile homes, neighborhood commercial convenience uses including barber/beauty shops, gasoline stations, dry cleaners, doctors and veterinarian offices and clinics, grocery stores, laundromats, car washes, day care centers, drug stores, customary home occupations, airports, and air strips, schools and other government uses, travel trailer parks, campgrounds, marina operation, custom butchering operations, churches. To include and provide for location of cemeteries

RECOMMENDATION:

Staff discussed this submittal at length with the County Planning Office where it was agreed on by all that we would support this proposal. Therefore, Staff would ask the Planning Commission to forward a recommendation to approve this request on to the Hamblen County Commission.



October 24, 2019

Revisions to Property Maintenance Regulations

Motion by Chris Cutshaw, seconded by Thomas Doty to table action on revisions to property maintenance regulations and send back to Committee for further study.

0/24/2019 7:25:23 PM RollCall Systems, Inc.



7.a Revisions to Property Maintenance Regulations

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

RESOLUTION #
HAMBLLEN COUNTY PROPERTY MAINTENANCE CODE
Amended October 24, 2019

A Resolution of the Hamblen County Commission adopting the **Hamblen County Property Maintenance Code, 2018 edition**, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; repealing Regulations adopted **April 23, 2015** by the Hamblen County Commission and all other ordinances or parts of laws in conflict therewith.

The Legislative Body of Hamblen County does ordain as follows:

Section 1. That a certain document, three (3) copies of which are on file in the Planning and Zoning Office of Hamblen County, being marked and designated as the **Property Maintenance Code of Hamblen County, 2018 edition**, and is hereby adopted as the Property Maintenance Code of Hamblen County, in the State of Tennessee for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the Planning and Zoning Office are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this resolution.

Section 2. That Resolutions adopted April 23, 2015 by the Legislative Body of Hamblen County entitled 2012 International Property Maintenance Code and all other ordinance or parts of laws in conflict herewith are hereby repealed.

Section 3. That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional and such decision shall not affect the validity of the remaining portions of this resolution. The Legislative Body hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 4. That nothing in this legislation or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cities in Section 3 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Section 5. That the **Planning and Zoning Office** is hereby ordered and directed to cause this legislation to be published on the County's website **www.hamblencountyttn.gov**.

Section 6. That this law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after the date of its final passage and adoption.

Section 7. Enforcement of the law and the rules, regulations, provisions, requirements, orders and matters established shall be implemented in phases. Phase 1 applies to subdivisions. Phase II is effective with the passage of this amendment dated _____ and applies to all properties located in Hamblen County outside the Morristown corporate limits.

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CHAPTER 1
SCOPE AND ADMINISTRATION
PART 1 - SCOPE AND APPLICATION

Section 101

General

101.1 Title-These regulations shall be known as the Property Maintenance Code of Hamblen County hereinafter referred to as "this code".

101.2 Scope-The provision of this code shall apply to all related residential and nonresidential structures and all related premises and constitute minimum requirements and standards; regarding the responsibility of owners, operators, and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

101.3 Intent-This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

101.4 Severability-If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional; such decision shall not affect the validity of the remaining portions of this code.

Section 102

Applicability

102.1 General-Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance-Equipment, systems, devices, and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures and premises.

102.3 Application of other codes-Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Residential Code and other codes of the International Code Council adopted and in effect by Hamblen County. Nothing in this code shall be construed to cancel, modify or set aside any provision of the ~~International Zoning Code~~ Hamblen County Zoning, Stormwater & Flood Damage Prevention Regulations.

102.4 Existing Remedies-The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

102.5 Workmanship-Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's instructions.

102.6 Historic Buildings-The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such building or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

102.7 Requirements not covered by code-Requirements necessary for the strength, stability, or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code or the adopted (9/22/2003) Regulations of Nuisances and Other Practices Detrimental to the Inhabitants of the County, shall be determined by the code official.

102.8 Application of reference-References to chapter or section numbers, or to provisions not specifically identifies by number, shall be construed to refer to such chapter, section or provision of this code.

102.9 Other Laws-The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 - ADMINISTRATION AND ENFORCEMENT

Section 103

Department of Property Maintenance and Inspection

103.1 General - Property Maintenance inspections are a function of the Planning and Zoning office. The executive official supervising the day to day operations of the department is the Planning Zoning Operations Manager who shall be known in this document as the code official.

103.2 Appointment - The code official shall be appointed by the County Mayor.

103.3 Deputies - In accordance with funding provided by the Hamblen County Legislative Body and with the concurrence of the County Mayor, the code official shall have the authority to appoint a deputy/designee(s). Such employees shall have such powers as delegated by the code official.

103.4 Liability - The code official, member of the board of appeals or employee(s) charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction or such other counsel as may be provided by the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceedings that are instituted in pursuance of the provisions of this code.

Section 104

Duties and Powers of the Code Official

104.1 General - The code official or designee is hereby authorized and directed to enforce the provisions of this code. The code official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided in this code.

104.2 Inspections - The code official or designee shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.3 Identification-The code official and/or approved agency individuals shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.4 Notice and orders-The code official shall issue all necessary notices or orders to ensure compliance with this code.

104.5 Department records-The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

Section 105

Violations

105.1 Unlawful acts-It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provision of this code.

105.2 Notice of violation-The code official shall serve a notice of violation or order in accordance with 106.

105.3 Prosecution of violation-Any person failing to comply with a notice of violation or order served in accordance with Section 106 shall be deemed guilty of a misdemeanor and/or civil infraction as determined by the local jurisdiction and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

105.4 Violation penalties-Any person, who may violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues (beginning with the day that the code violation citation is issued) shall be deemed a separate offense. The fine will be \$50 per offense. TCA 5-1-121; TCA 13-7-111.

105.5 Abatement of violation-The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

Section 106

Notice and Orders

106.1 Notice to person responsible-Whenever the code official determines ~~(s)~~ that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Section 106.2 and 106.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 109.3

106.2 Forms-Such notice prescribed in Section 106.1 shall be in accordance with all of the following:

1. Be in writing
2. Include a description of the real estate (street address and/or tax map/parcel number) sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.

106.3 Method Service-Such notice shall be deemed to be properly served if a copy thereof is;

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address of the property and/or property owner, if different;
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

106.4 Unauthorized tampering-Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

106.5 Penalties-Penalties for noncompliance with orders and notices shall be as set forth in Section 105.4.

106.6 Transfer of ownership-It shall be unlawful for the owner of any dwelling unit or structure who received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized Property Transfer Affidavit issued by the Planning Department ~~statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the correction or repairs required by such compliance order or notice of violation.~~ Appendix A

Section 107

Unsafe Structures and Equipment

107.1 General-When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

107.1.1 Unsafe structures-An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

107.1.2 Unsafe equipment-Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structures.

107.1.3 Structure unfit for human occupancy-A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

107.1.4 Unlawful Structures-An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law and could be ordered to be removed-TCA 13-7-111

107.1.5 Abandonment of construction project- Any building or structure for which, a building permit has been issued, and except for circumstances beyond the property owner's control (e.g. health, inclement weather, etc.) all construction work shall be diligently pursued to completion. Any construction, upon which no substantial work has been undertaken for a period of six (6) months, with no request for an extension of time, shall be deemed abandoned by the Building Official. Upon any construction project being deemed abandoned, all buildings or structures (not completed to the degree such buildings or structures have been indicated on the plans submitted in support of a building permit) and all building materials and construction equipment shall be removed from the site.

107.1.6 Dangerous structure or premises-For the purpose of this code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stair, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, tree or vegetation encroachment, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
4. Any portion of a building, or member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half of the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act

8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

107.2 Closing of vacant structures-If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to notify the property owner of the code violation and begin the enforcement process.

107.2.1 Authority to disconnect service utilities - The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The code official shall notify the serving utility and, whenever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

107.2.2 Condemnation of Property - The code official may pursue condemning a structure if it is found to be unsafe, unfit for human occupancy or is found unlawful pursuant to the provisions of this code.

If the code official determines that a structure under consideration is unfit for human occupancy or use, he shall state in writing his finding of fact in support of such determination and shall issue and cause to be served upon the owner and parties in interest (ex: lienholders) a notice of violation:

- a) If the repair, alteration or improvement of the structure can be made at a reasonable cost to relation to the value of the structure (defined as less than 50% of the appraised value on the records of the Assessor of Property), the code official can require the owner during the time specified in the notice of violation to repair, alter or improve such structure to rend it fit for human occupancy or use, or to vacate and close the structure for human occupancy or use;
- or,
- b) If the repair, alteration or improvement of said structure cannot be made at a reasonable cost in relation to the value of the structure (defined as more than 50% of the appraised value on the records of the Assessor of Property), the code official can require the owner within the time specified in the order, to remove or demolish such structure.

The property owner or parties in interest can appeal the order within ten (10) days after receipt of the notice of violation to the PMB.

If the order is not followed by the property owner or parties in interest and they do not appeal, the code official issues a citation (with fine, court costs and attorney's fees) and the case is sent to General Sessions Court for prosecution/enforcement.

107.3 Notice-Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2

107.4 Placarding-Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

107.2.2 Condemnation of Property - The code official may pursue condemning a structure if it is found to be unsafe, unfit for human occupancy or is found unlawful pursuant to the provisions of this code.

If the code official determines that a structure under consideration is unfit for human occupancy or use, he shall state in writing his finding of fact in support of such determination and shall issue and cause to be served upon the owner and parties in interest (ex: lienholders) a notice of violation:

- a) If the repair, alteration or improvement of the structure can be made at a reasonable cost to relation to the value of the structure (defined as less than 50% of the appraised value on the records of the Assessor of Property), the code official can require the owner during the time specified in the notice of violation to repair, alter or improve such structure to rend it fit for human occupancy or use, or to vacate and close the structure for human occupancy or use; or,
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107.4.1 Placard removal-The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

107.5 Prohibited occupancy-Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premise or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premise or operate placarded equipment shall be liable for the penalties provided by this code.

107.6 Abatement methods-The owner, operator or occupant of a building, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

107.7 Record-The code official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

Section 108

Emergency Measures

108.1 Imminent danger-When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same

108.2 Temporary safeguards-Notwithstanding other provisions of this code, whenever, in the opinion of the code official there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency

Section 109

Demolition

109.1 General- Any premises upon which is located any structure, which in the code official's judgement after review, is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure is in violation of this code. The code official is authorized to begin the enforcement process with the notice of violation that lists possible remedies to the violation including but not limited to repairs to make the structure safe and sanitary, to board up and hold for future repairs, or to demolish and remove at the owner's option.-Boarding the building up for future repair shall not extend beyond one year, unless approved by the building official.

109.2 Notices and orders-All notices and orders shall comply with Section 107

109.3 Failure to comply -If the owner of a premises fails to comply with a court order to demolish a structure within the time prescribed, the code official shall cite the responsible person to the appropriate judicial authority to explain why he/she should not be required to comply with the court order.

Section 110

Means of Appeal

110.1 Application for appeal-Any person directly affected by a decision of the code official or a notice of violation issued under this code shall have the right to appeal to the Property Maintenance Board provided that a ~~written~~ appeals application ~~for appeal~~ is filed within 20 days after the day the notice of violation was served. The application fee is \$50.00 payable at the time the application is submitted. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. Appendix B

110.2 Membership of Board-The Property Maintenance Board (PMB) shall consist of ~~a minimum of three~~ five members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not regular full-time employees of the County. The code official shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be ~~selected from the~~ members of the County Planning Commission who are not County Commissioners. The terms of the Property Maintenance Board members shall correspond with their terms as Planning Commissioners. ~~The Planning Commission shall appoint the three members who serve on the Property Maintenance Board. The remaining two members of the Planning Commission shall serve as alternates at the discretion of the PMB chairman.~~ No private citizen shall have any right of action to enforce the above member appointment rotation, such being totally within the purview of the Hamblen County Planning Commission or County Commission.

110.2.1 ~~Chairman- Officers~~-The board shall annually select ~~one of its~~ board members to serve as chairman, vice-chairman & secretary.

110.2.2 ~~Disqualification of member~~-A member shall not hear an appeal in which that member has a personal, professional or financial interest.

110.2.3 ~~Secretary~~ The planning and zoning department's operations manager shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the planning and zoning office.

110.2.3 ~~Compensation of members~~-Compensation of members shall be determined by the County Legislative Body.

110.2.4 Authority of the Board

- 1.) Propose amendments to the rules and regulations governing its operation and conduct its hearings.
- 2.) Determine if a violation was committed
- 3.) Subpoena alleged violators, witnesses, and evidence to its hearings
- 4.) Hear sworn testimony
- 5.) Make findings of fact and issue orders, necessary to remedy any violation of the Code
- 6.) Impose fines and penalties

110.3 Notice of meeting-The PMB shall meet upon notice from its chairman, within 20 days of the filing of an appeal, or at stated periodic meetings. A 15 day public notice of the meeting shall be published in a local newspaper and on the county website.

110.4 Open hearing-All hearings before the board shall be open to the public. ~~The appellant, the appellant's representative, the code official and any person who interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of two thirds of the board membership.~~

- a.) Each case listed on the Board's agenda for the meeting shall be discussed in order listed on the agenda.
- b.) The board shall base its decision only on information presented in the meeting; however a board member at his/her option, may visit a site that is the subject of an appeal to gather information, provided said visit shall be disclosed in the meeting.
- c.) Each case shall be introduced by the Secretary, or his/her designee, including:
 - 1) A brief explanation of why the case is before the board;
 - 2) A presentation of maps and photographs, and other exhibits, if necessaryBefore handing any photographs or other documents to the board, the representative will show it to the person who has appealed.
- d.) After the Secretary's introduction, the Applicant shall present his/her case, including:
 - 1.) The applicant's name
 - 2.) A statement of why the applicant believes the appeal sought should be granted; and
 - 3.) Any witness in support of the appeal

e.) Anyone appearing in opposition to the appeal shall present his/her case immediately following the close of the applicant's proof, including:

- 1.) The opponent's name;
- 2.) A statement of why the opponent believes the appeal sought should not be granted, and,
- 3.) Any witness in opposition to the appeal

f.) Any member of the Board may directly question any witness appearing before the Board at any time during his/her testimony.

g.) All exhibits presented to the Board for consideration by a witness must be submitted and made a part of the record unless the Board otherwise deems it unnecessary.

h.) The chairman is authorized to place time limits on the presentation of information and proof in any and all cases.

110.4.1 Procedure-The PMB shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received. Appendix C

110.5 Postponed hearing-When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

110.6 Board decision-The board shall modify or reverse the decision of the code official only by a concurring vote of a majority (2) of the total number of appointed board members.

Case Decisions

a.) Upon the conclusion of each case, the Board shall discuss and vote on that case. All members eligible to participate shall vote.

b.) After discussion by the members and upon motion, the appeal shall be granted or denied if it receives the majority vote for approval or denial.

c.) Where an appeal results in a tied vote, the appeal shall be considered denied.

d.) In any decision made by the Board of Appeals:

- 1.) The Board shall indicate the specific section of the Code under which the appeal is being considered, and shall state its findings beyond such generalities as "in the interest of public health, safety, and general welfare."
- 2.) In cases pertaining to hardship, the Board shall specifically identify the hardship warranting such action.

110.6.1 Records and copies-The decision of the board shall be audio recorded. Copies shall be furnished to the appellant and to the code official when requested.

110.6.2 Administration -The code official shall take immediate action in accordance with the decision of the board.

110.7 Court review-Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the planning and zoning office.

110.8 Stays of enforcement-Appeals of notice and orders shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

Section 111

Stop Work Order

111.1 Authority-Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

111.2 Issuance-A stop work order shall be in writing and shall be given to the owner of the property, to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

111.3 Emergencies-Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

111.4 Failure to comply-Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as described in Section 106.4.

CHAPTER 2

DEFINITIONS

Section 201

General

201.1 Scope-Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meaning shown in this chapter.

201.2 Interchangeability-Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes-Where terms are not defined in this code and are defined in the International Building Codes adopted by Hamblen County, such terms shall have the meaning ascribed to them as stated in those codes.

201.4 Terms not defined-Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts- Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit," "housekeeping unit" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof".

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Section 202

General Definitions

Anchored-Secured in a manner that provides positive connection

Approved-Approved by the code official

Basement-That portion of a building which is partly or completely below grade

Bathroom-A room containing plumbing fixtures including a bathtub or shower

Bedroom-Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit

Code Official-The official who is charged with the administration and enforcement of this code, or any duly authorized representative

Condemn-To adjudge unfit for occupancy

Curtilage- **The enclosed space of ground and buildings immediately surrounding a dwelling**

Detached-When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection

Deterioration-To weaken, disintegrate, corrode, rust or decay and lose effectiveness

Dwelling Unit-A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation

Easement-That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be use under, on or above a said lot or lots

Equipment Support-Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles that transmit gravity load, lateral load and operating load between the equipment and the structure

Exterior Property-The open space on the premises and on adjoining property under the control of owners or operators of such premises

Garbage-The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food

Guard-A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surfaces to a lower level.

Habitable Space-Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

Housekeeping Unit-A room or group of rooms forming a single habitable equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, toilet, lavatory and bathtub or shower.

House Trailer-A trailer fitted with accommodations for sleeping, eating, washing, etc. including but not limited to mobile homes, campers, and recreational vehicles, but excluding double-wide mobile and modular homes.

Imminent Danger-A condition which could cause serious or life-threatening injury or death at any time

Infestation-The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests

Inoperable Motor Vehicle-A vehicle, car, truck, van, bus, recreational vehicle, motorcycle, or parts thereof, which cannot be driven upon the public streets for reason including but not limited to, having no current valid registration, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power

Labeled-Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specific purpose.

Let for Occupancy or Let-To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

Neglect-The lack of property maintenance for a building or structure

Occupancy-The purpose for which a building or portion thereof is utilized or occupied.

Occupant-Any individual living or sleeping in a building, or having possession of a space within a building

Openable Area-The part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

Operable Motor Vehicle-A vehicle which can start at any given time, steer and move forward and reverse under its own power.

Operator-Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

Owner-Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Person-An individual, corporation, partnership or any other group acting as a unit.

Pest Elimination-The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serves as their food or water; by other approved pest elimination methods

Premises-A lot, plot or parcel of land, easement or public way, including any structures thereon

Public Way-Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use

Repeat Offense-The repeating of or returning to a violation by the same offender and/or same type of offense.

Rooming House-A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one-or-two family dwelling

Rooming Unit-Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes

Rubbish-Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

Sleeping Unit-A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

Strict Liability Offense-An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

Structure-That which is built or constructed or a portion thereof

Subdivision- A Subdivision shall be defined as a group or groups of lots restricted to residential use by private covenant or zoning, intended for single family or multifamily use which are designated numerically on a recorded or unrecorded plat which bears a common name such as "Greene Acres".

Tenant-A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit or decision maker.

Toilet Room-A room containing a water closet or urinal but not a bathtub or shower.

Ultimate Deformation-The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent (80%) or less of the maximum strength.

Vacant Lot – A small parcel of property that is unimproved, contains no structures and is not being used.

Ventilation-The natural or mechanical process of supplying conditioned or unconditioned air to or removing such air from, any space.

Workmanlike-Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

Yard-An open space on the same lot with a structure

CHAPTER 3 GENERAL REQUIREMENTS

Section 301

General

301.1 Scope- The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility-The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit and responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land-All vacant structures and premises thereof shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety. The premises of vacant structures are required to be maintained by the provisions of the code as if the structure was occupied.

Section 302

Exterior Property Areas

302.1 Sanitation-All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property along with carports, decks and patios, which such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage-All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon. Exception: Approved retention areas and reservoirs.

302.3 Weeds-All premises and exterior residential property properties within the county, that do not fall within the exception clause set forth in this resolution, shall be maintained free from weeds or plant growth in excess of 12 inches in height. All noxious weeds shall be prohibited. Weeds shall be defined as all weeds, grasses, plants, bushes, vines, poison oak, poison ivy and other vegetation not cultivated, whether living or dead, except vegetation for the purpose of conservation or preventing erosion, trees, ornamental shrubbery, ornamental grass, flowers, garden vegetables or other plants or vegetables customarily planted and/or cultivated by farmers or gardeners. **Vacant lots within subdivisions are exempt from this provision of the code.**

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction.

Exceptions: Notwithstanding the requirements set forth in this article, the following shall be exempt from the provisions of this article

- a) Undeveloped wooded areas where tree growth is in excess of ten feet in height.
- b) All government-owned land or premises, and street rights-of-way.
- c) Streambeds or banks.
- d) Heavily wooded parcels of land or premises that are densely wooded with trees, shrubs and overgrowth where equipment cannot maneuver due to the density of the area.
- e) Slopes covered with vegetation as recommended by the state (UT) agricultural extension service for the purpose of conservation or preventing erosion.
- f) Portion of land or premises, excluding the curtilage of any dwelling located thereon, that, due to steepness of terrain, rock or rock outcroppings, marshes or wetlands, cannot be mowed using wheeled, motorized equipment, unless such vegetative growth is an immediate threat to the health or safety of life or property.
- g) Land or premises zoned for agricultural use or that is actively and legitimately used for agricultural purposes, such as, but not limited to, mowing hay, pasture, gardens or field crops.
- h) Periods of active construction and/or demolition, which is defined as the time when the land disturbance and/or demolition permit is issued and for a period of six months thereafter. If the construction is still in active development after the initial six-month period, the developer can request an extension for an additional six months by contacting the code official.
- i) Public and private country clubs and golf courses.

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- i) Public and private country clubs and golf courses.

302.3.1 Stagnant water It is a violation of this code for any person knowingly to allow any pool of stagnant water that is not a stock or retention pond to accumulate and stand on property without treating it to prevent the breeding of mosquitos.

302.4 Rodent harborage-All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

302.5 Accessory Buildings-All accessory structures, including detached garages and storage buildings, shall be maintained structurally sound and in good repair. Fences and walls are exempt from this provision of the code.

302.6 Inoperable Motor Vehicles-Except as provided for in other regulations, no more than two (2) inoperative, unlicensed and uninsured motor vehicles shall be parked, kept or stored on any premises of 1 acre or less. Any parcel larger than 1 acre is allowed to have four (4) inoperable motor vehicles. No vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. No inoperable vehicles allowed to be parked on public road Right of Way (ROW). No motor vehicle shall be parked on any lot unless parked behind the residence, or on hard surfaces including asphalt, concrete, pervious pavement, pavers, or a gravel driveway. The code official can require the property owner to **demonstrate** that the vehicle is operable by starting and moving the vehicle.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.7 House trailers-It shall be unlawful for any person to locate and occupy any house trailer or portable building unless it complies with all plumbing, electrical, sanitary, and building provisions applicable to stationary structures and the proposed location conforms with the zoning provisions of the county and unless a permit therefore shall have been first duly issued by the building officials, as provided for in the building code. **The user and/or owner must have acquired a permit from the County building official before occupying the structure.**

302.8 Defacement of property-No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or buildings on any private or public property by placing thereon any making carving or graffiti.

It shall be the responsibility of the property owner to restore said surface to an approved state of maintenance and repair.

Section 303

Swimming Pool, Spas and Hot Tubs

303.1 Swimming Pools-Swimming pools and structures that surround or are in close proximity to a swimming pool shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures-Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is a minimum of 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

Section 304

Exterior Structure

304.1 General-The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions-The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members that have evidence of deterioration or that are not capable of safely resisting deterioration or that are not capable of safely supporting all nominal loads and load effects;
5. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
6. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable and incapable of supporting all nominal loads and resisting all load effects;
7. Overhang extensions or projections including, but not limited to, trash chutes, canopies,

marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all loads effects;

8. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all loads effects; or

304.2 Premises identification-Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (mm) in height with a minimum stroke width of 0.5 inch (12.7mm).

304.3 Structural members-All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.4 Foundation walls-All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pest.

304.5 Exterior walls-All exterior walls shall be free from holes, breaks, and loose or rotting materials, and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.6 Roofs and drainage-The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance. When required, it shall be the responsibility of the property owner to restore/repair, within 6 months of a Notice of Violation, said surface to an approved state of maintenance and repair. Tarps and plastic covers are not considered an adequate roof repair.

304.7 Overhang extensions-All overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.8 Stairways, decks, porches and balconies -Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.9 Handrails and guards-Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.10 Doors-All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door.

304.11 Basement hatchways-Every basement hatchway shall be maintained to prevent the entrance of rodents, rain, and surface drainage water.

Section 305

Handrail and Guardrails

305.1 General-Every exterior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall not be less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: Guards shall not be required where exempted by the adopted building code.

Section 306

Rubbish and Garbage

306.1 Accumulation of rubbish or garbage-All exterior property and premises of every structure shall be free from any accumulation of rubbish or garbage. This includes, but is not limited to, the keeping or maintaining or depositing on or scattering over such yards any of the following: (1) Lumber, junk, trash, or debris; (2) Abandoned, discarded or unused objects or equipment such as furniture, appliances, cans, tires, broken or un-used toys, lawn care equipment, buckets, or other containers; (3) Any compost pile which is of such a nature as to spread or harbor disease, emit unpleasant odors or harmful gas, or attract rodents, vermin or other disease-carrying pests, animals or insects, provided that the presence of earthworms in a compost pile shall not constitute a nuisance; (4) Garbage and unsanitary matter on premises unless such material is retained in containers, garbage pails or vessels which deny access to flies, insects, rodents and animals. Garbage can only be stored outside in mechanically-handled containers (MHC) provided by Hamblen County for garbage collection and then only for the purpose of such collection. (5) Abandoned wells, cisterns, shafts, basements, excavations, sinkholes, mounds of gravel or earth, junk vehicles, structurally unsound structures or fences, trash, debris or vegetation, and (6) Container units or garbage cans that have failed to be maintained in good repair.

306.2 Disposal of rubbish- The safe and sanitary placement of rubbish curbside for collection by the Hamblen County Sanitation Department is permitted. No hazardous household waste, such as batteries, wet paint, shingles, animal or human feces, fuel, oxygen, propane tanks, oil and tires will be collected by the County Sanitation Department. Rubbish should be placed at places where it will not cause personal property damage or hinder sight distance for safe ingress/egress onto the public road when collection is being performed and within approximately a week of the areas' routine pickup schedule. Rubbish such as discarded household materials shall be placed at the curbside in plastic bags or containers to prevent

items from scattering or being washed away by storm water. ~~Construction materials should be taken to the public landfill for disposal by the property owner.~~ Construction waste such as scrap, lumber, plaster, roofing, and concrete resulting from construction, repair, remodeling, or demolition of any building or appurtenances on private property generated by a contractor for profit will not be removed/picked-up by the Hamblen County Garbage Department. Persons searching through and scattering material that has been properly bagged are considered to be littering and can be charged with a Class A misdemeanor.

306.2.1 Refrigerators- Refrigerators-The doors of refrigerators and similar equipment not in operation shall be removed before the items are discarded.

306.3 Disposal of garbage-Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage container

306.3.1 Garbage facilities-The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leak-proof, covered, outside garbage container.

306.3.2 Containers-The owner of every establishment, producing garbage, shall provide and at all times cause to be utilized, approved leak-proof containers with close-fitting covers for the storage of such materials until removed from the premises for disposal.

Section 307

Code Enforcement

The Property Maintenance staff will make every effort to work with those individuals with legitimate financial issues that may affect their ability to correct a violation within the given compliance time. For example, if a loan is needed, staff may allow the individual additional time to make proper arrangements with their lending institution. Staff may also provide referrals to social service agencies that may be able to provide resources and assistance.

307.1 – Enforcement Process – The enforcement of this code will follow the following this process:

- a) Code violation complaint received or is identified by the code enforcement officer
- b) Field review by codes official
- c) Violation Identified and documented
- d) Notice of Violation Sent According to Provisions in Section 107. Ten (10) days given to correct violation or written request for additional time to correct violation or to appeal the violation finding
- e) Second Field Review to Determine if the Violation is Corrected Within Time Allotted
- f) If the violation is not corrected, Code officer will issue a citation with a \$50 fine and give ten (10) additional days for compliance and advise that a 2nd Citation with additional fines, court costs and attorney's fees will follow if not corrected.
- g) Court Action
- h) Return to Court if Order not followed

307.2-Repeat Offense Violation Process- The enforcement of this code for repeat offenders will follow this process:

- a.) Complaint or found by code enforcement officer within 6 months of the original violation
- b.) Code official will issue a citation with a \$50 fine and give the violator 10 days to comply
- c.) Second field review
- d.) Citation to court with additional fines, court cost and attorney's fees
- e.) Court action
- f.) Return to court if Order is not followed

WHEREFORE, it was

WHEREFORE, it was

WHEREFORE, it was

The Chair declared the amendments to Resolution # adopted this 24th day of October 2019.

Hamblen County Board of Commissioners

By: _____
 , Chairman

APPROVED:

By: _____
 Bill Brittain
 Hamblen County Mayor

ATTEST:

By: _____
 Penny Petty
 Hamblen County Clerk

CONSENT CALENDAR ITEMS

Motion by Jim Stepp, seconded by Thomas Doty to approve the consent calendar items.

01/24/2019 7:26:18 PM RollCall Systems, Inc.



8.a. Approval of Consent Calendar Items

VOTE RESULTS: Passed By Majority Vote

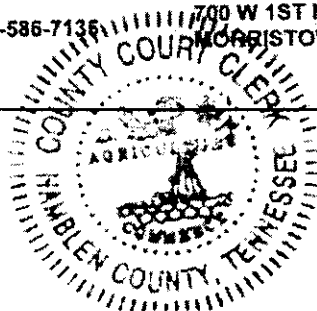
YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

AS A CLERK OF THE COUNTY OF HAMBLLEN, TENNESSEE I HEREBY CERTIFY TO
THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
NOTARY PUBLIC DURING THE OCTOBER 15, 2019 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. DERRY C. AMOS	1830 OAK STREET MORRISTOWN TN 37813	423-586-0971	127 CEDAR STREET MORRISTOWN TN 37814	423-587-4501	TRAVALERS
2. TERESA J. BISHOP	1000 GRAY RD. RUTLEDGE TN 37861	423-748-2932	1722 W ANDREW JOHNSON HWY MORRISTOWN TN 378143737	423-585-7102	CNA SURETY
3. JULIANA CASTANEDA NOLASCO	3775 OLD HWY 25E MORRISTOWN TN 37813	423-200-8053	432 SOUTH CUMBERLAND ST MORRISTOWN TN 37813	4238391499	TRAVELERS
4. BRIDGET CASTOR	1125 OASIS RD BULLS GAP TN 377112517	423-621-1525	230 DR MLK JR PKWY MORRISTOWN TN 37813	423-254-6973	MERCHANTS BONDING COMPANY
5. KERI A COLLINS	2485 BOWEN RD RUTLEDGE TN 378615706	865-696-8428	5270 CUB CIR MORRISTOWN TN 378141111	423-587-0900	CINCINNATI INSURANCE
6. CHEYANNE AUTUMN COMPTON	4950 WAYNE JOHNSON RD MORRISTOWN TN 378146417	423-839-3711	502 N JACKSON ST MORRISTOWN TN 378143915	423-581-3334	EVELYN HANEY BARABRA LINKOUS
7. CHRISTY GAIR	501 BERKELEY DR MORRISTOWN TN 37814	423-736-2554	225 W 1ST NORTH ST SUITE 201 MORRISTOWN TN 37814	4233187353	BLAIN W.F. POTTER KAYE M SCHWALB
8. STEPHANIE GODIN	6525 BEACON LIGHT ROAD WHITESBURG TN 37891	423 736 2818	1125 WEST FIRST NORTH ST MORRISTOWN TN 37814	423 587 0041	MICHELE GREEN TIM BUNSIK
9. SHARON DIANE HARDIN	2080 N. ECONOMY RD. MORRISTOWN TN 37814	865-740-1453	1751 W MORRIS BLVD SUITE 2 MORRISTOWN TN 37814	865-740-1453	CNA SURETY
10. KIMBERLY L HIDALGO	747 EAST 1ST NORTH ST MORRISTOWN TN 37814	423-581-5053	100 WEST FIRST NORTH ST MORRISTOWN TN 37814	4235854641	STRATE INS
11. CHASE HOLDER	6599 LAINEY JANE CT WHITESBURG TN 37891	423-312-1900	23N 35TH AVE PHOENIX AZ 85009	6022784900	RLI INSURANCE CO
12. GAIL G. JARNIGAN	125 CLARENCE CIR RUTLEDGE TN 378615638	423-839-5628	6350 W ANDREW JOHNSON HWY TALBOTT TN 378778605	423-587-7337	CINCINNATI INSURANCE COMPANY
13. BETTY SUE MANIS	2385 SEAL BROOKS RD MORRISTOWN TN 37814	276 220 9071	155 TERRACE LN MORRISTOWN TN 37814	423 586 1440	COMMERCIAL BANK
14. RHONDA MASONER	1572 SPRINGVALE RD MORRISTOWN TN 37814	423-3124540	228 N FAIRMONT AVE MORRISTOWN TN 37814	4235866263	STRATE INS
15. KIMBERLY DAWN MAYES	518 KATERINA DR MORRISTOWN TN 378146838	423-736-7903	146 CUTTING EDGE COURT TELFORD TN 37690	423-438-7101	STRATE INSURANCE
16. CHERRA V MOORE	318 GAMMON AVE MORRISTOWN TN 37814	423-587-0638	3407 W ANDREW JOHNSON HWY MORRISTOWN TN 37814	4235870638	
17. MELISSA C MOREHOUSE	325 CEDAR CREST RD MOSHEIM TN 378183167	423-552-7389	1032 W 1ST NORTH ST MORRISTOWN TN 378144552	423-585-4506	RLI SURETY
18. MARIA G PATINO	2295 RARITAN DR MORRISTOWN TN 37813	423-586-8474	1141 S CUMBERLAND ST MORRISTOWN TN 37813	423-273-1237	BIBLE INSURANCE
19. JAMES O POPE	2468 STARBOARD CREST RD MORRISTOWN TN 378145354	423-586-7136	700 W 1ST NORTH ST MORRISTOWN TN 378144546	423-581-9390	STATE FARM INSURANCE



Denise Petty
SIGNATURE

CLERK OF THE COUNTY OF HAMBLLEN, TENNESSEE

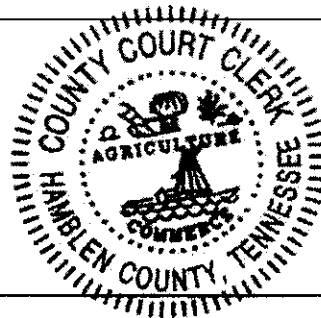
Aug 31, 2020
DATE

*Batch 100
8-11-19
10-15-19*

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC
 AS A CLERK OF THE COUNTY OF HAMBLLEN, TENNESSEE I HEREBY CERTIFY TO
 THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
 NOTARY PUBLIC DURING THE OCTOBER 15, 2019 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
20. ETHEL PRESTON RHODES	1616 PRATER DRIVE MORRISTOWN TN 37814	423-7363344	407 WEST 5TH NORTH ST MORRISTOWN TN 37814	4235877053	D. CLIFTON BARNES PEGGY WISECARVER
21. KIM SHROPSHIRE	3512 HARDY RD MORRISTOWN TN 37813	865-674-2237	PO BOX 533 MORRISTOWN TN 37815	423-3180000	NATION WIDE
22. MARY KATHERINE SMITHPETERS	379 FRIENDSHIP RD NEWPORT TN 378216835	423-258-5624	296 BOYD SCHOOL RD MORRISTOWN TN 378131452	423-581-6329	LIBERTY MUTUAL SURETY NOTARY PUBLIC UNDERWRITERS
23. JOSEPH E WEATHERFALL	3640 MEADOWLAND DRIVE MORRISTOWN TN 37814	423-586-0811	1590A BUFFALO TRAIL MORRISTOWN TN 37814	5875852	RLI INSURANCE COMPANY
24. CHAELY DANYLLE WOODS	264 JOPPA MOUNTAIN RD RUTLEDGE TN 378615024	865-654-8996	1032 W 1ST NORTH ST MORRISTOWN TN 378144552	423-585-4507	

October 24, 2019



 SIGNATURE
 CLERK OF THE COUNTY OF HAMBLLEN, TENNESSEE

HAMBLEN COUNTY ACCOUNTS & BUDGETS

GENERAL FUND (101)

EXPENDITURE REPORT

REPORT DATE: 09/30/2019

Page: 1
Date: 10/2/2019
Time: 8:08 am

Sel: Year Fnd Acct Obj Gp Sub Loc Pgm
From: 2019 101 50000 000 00 000 0000 000
Thru: 2019 101 99999 999 99 999 9999 999

Fnd	Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds % of Budg
101	51100 County Commission	197,486.00	12,925.96	43,578.27	24,551.50	129,356.23	65.50%
101	51210 Board Of Equalizaton	16,650.00	0.00	0.00	0.00	16,650.00	100.00%
101	51300 County Mayor/Executive	221,058.00	17,738.37	53,743.40	6,584.31	160,730.29	72.71%
101	51400 County Attorney	31,293.00	2,037.66	4,430.86	0.00	26,862.14	85.84%
101	51500 Election Commission	291,431.00	17,647.28	82,415.55	5,146.11	203,869.34	69.95%
101	51600 Register Of Deeds	367,121.00	26,583.80	82,952.53	15,951.13	268,217.34	73.06%
101	51720 Planning	216,560.00	17,332.36	50,410.41	2,248.79	163,900.80	75.68%
101	51750 Codes Compliance	59,911.00	4,119.72	9,454.97	0.00	50,456.03	84.22%
101	51760 Geographical Information Systems	89,166.00	4,261.30	12,729.43	0.00	76,436.57	85.72%
101	51810 Other Facilities	868,471.00	73,665.06	209,035.95	58,453.28	600,981.77	69.20%
101	51910 Preservation Of Records	20,744.00	1,327.46	3,847.90	1,174.20	15,721.90	75.79%
101	52100 Accounting And Budgeting	427,196.00	32,848.74	114,050.47	1,361.01	311,784.52	72.98%
101	52200 Purchasing	42,012.00	3,713.08	10,467.09	0.00	31,544.91	75.09%
101	52300 Property Assessor's Office	360,395.00	26,337.09	78,692.20	18,790.00	262,912.80	72.95%
101	52310 Reappraisal Program	154,125.00	4,565.76	15,149.82	6,977.22	131,997.96	85.64%
101	52400 County Trustee's Office	395,124.00	25,676.77	81,576.35	30,634.76	282,912.89	71.60%
101	52500 County Clerk's Office	688,077.00	43,398.03	163,041.20	1,789.78	523,246.02	76.04%
101	52600 Data Processing	121,156.00	6,653.15	22,016.71	22,183.63	76,955.66	63.52%
101	52900 Other Finance	322,945.00	26,804.95	79,972.05	22,110.55	220,862.40	68.39%
101	53100 Circuit Court	933,917.00	70,707.97	248,726.27	9,544.76	675,645.97	72.35%
101	53300 General Sessions Court	443,265.00	37,002.77	109,206.62	2,876.25	331,182.13	74.71%
101	53330 Drug Court	163,990.00	12,341.13	34,857.89	3,705.94	125,426.17	76.48%
101	53400 Chancery Court	392,723.00	31,715.63	113,436.16	5,411.90	273,874.94	69.74%
101	53500 Juvenile Court	317,468.00	22,203.64	76,261.65	3,305.04	237,901.31	74.94%
101	53920 Courtroom Security	871,840.00	60,854.63	189,605.87	8,051.26	674,182.87	77.33%
101	54110 Sheriff's Department	3,160,145.00	265,800.19	796,424.08	86,526.51	2,277,194.41	72.06%
101	54160 Administration Of The Sexual Offender Registry	4,500.00	100.00	673.67	0.00	3,826.33	85.03%
101	54210 Jail	4,580,542.00	336,041.85	1,039,208.47	606,423.43	2,934,910.10	64.07%
101	54220 Workhouse	80,447.00	3,386.40	10,117.55	0.00	70,329.45	87.42%
101	54250 Work Release Program	360,190.00	15,200.49	49,612.04	1,601.35	308,976.61	85.78%
101	54310 Fire Prevention And Control	220,000.00	27,500.00	27,500.00	0.00	192,500.00	87.50%
101	54410 Civil Defense	100,335.00	7,051.31	21,483.45	3,833.06	75,018.49	74.77%
101	54490 Other Emergency Management	189,133.00	0.00	47,283.25	0.00	141,849.75	75.00%
101	54510 Inspection And Regulation	4,877.00	322.95	968.85	2,500.00	1,408.15	28.87%
101	54610 County Coroner/Medical Examiner	131,000.00	12,927.33	23,160.66	28,333.34	79,506.00	60.69%

**HAMBLLEN COUNTY ACCOUNTS & BUDGETS
GENERAL FUND (101)
EXPENDITURE REPORT
REPORT DATE: 09/30/2019**

Page: 3
Date: 10/2/2019
Time: 8:08 am

Sel: Year Fnd Acct Obj Gp Sub Loc Pgm
From: 2019 101 50000 000 00 000 0000 000
Thru: 2019 101 99999 999 99 999 9999 999

Fnd Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds % of Budg
101 99100 Transfers Out	0.00	38,071.40	38,071.40	0.00	-38,071.40	0.00%
	\$ 21,771,585.00	\$ 1,442,214.88	\$ 5,066,162.76	\$ 1,430,781.45	\$ 15,274,640.79	70.16%

October 24, 2019

**HAMBLE COUNTY ACCOUNTS & BUDGETS
 SOLID WASTE SANITATION (116)
 EXPENDITURE REPORT
 REPORT DATE: 09/30/2019**

Page: 1
 Date: 10/2/2019
 Time: 8:20 am

Sel: Year Fnc Acct Obj Gp Sub Loc Pgm
 From: 2019 116 50000 000 00 000 0000 000
 Thru: 2019 116 99999 999 99 999 9999 999

Fnd	Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
116	55710 Sanitation Management	2,582,517.00	211,100.04	564,774.61	260,873.20	1,756,869.19	68.03%
		\$ 2,582,517.00	\$ 211,100.04	\$ 564,774.61	\$ 260,873.20	\$ 1,756,869.19	68.03%

October 24, 2019

HAMBLÉN COUNTY ACCOUNTS & BUDGETS

HIGHWAY FUND (131)

EXPENDITURE REPORT

REPORT DATE: 09/30/2019

Page: 1
Date: 10/2/2019
Time: 8:21 am

Sel: Year Fnd Acct Obj Gp Sub Loc Pgm
From: 2019 131 50000 000 00 000 0000 000
Thru: 2019 131 99999 999 99 999 9999 999

Fnd	Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds % of Budg
131	61000 Administration	437,983.00	22,254.80	154,069.39	16,588.72	267,324.89	61.04%
131	62000 Highway And Bridge Maintenance	1,485,861.00	97,147.39	300,082.28	58,796.96	1,126,981.76	75.85%
131	63100 Operation And Maintenance Of Equipment	331,126.00	34,244.35	86,199.17	57,239.67	187,687.16	56.68%
131	66000 Employee Benefits	28,725.00	0.00	14,840.00	0.00	13,885.00	48.34%
131	68000 Capital Outlay	894,000.00	12,915.00	12,915.00	300,916.37	580,168.63	64.90%
		\$ 3,177,695.00	\$ 166,561.54	\$ 568,105.84	\$ 433,541.72	\$ 2,176,047.44	68.48%

October 24, 2019

October 24, 2019

September	2019	Permit	Date	Applicant	Type	Address	Construction	Permit	SW	Plumbing	Mech.	Gas	Total	Tax Map	Group	Parcel
14-1536	9/4/19	Peggy Lewis	House 1280 sqft	1810 Hill Trail Dr	\$93,000.00	\$655.00	\$100.00						\$755.00	016M	C	014.02
14-1537	9/3/19	L Dotson	cover on front/back deck	5167 Stuffed Rd	\$5,300.00	\$84.00							\$84.00	018		05.25
14-1538M	9/4/19	Peggy Lewis	mechanical	1810 Hill Trail Dr							\$20.00		\$20.00	016M	C	014.02
14-1539	9/3/19	Phillip Slutsis	lower upgrade	4292 Old Lowland Rd	\$25,000.00	\$100.00							\$100.00	051		054.00
14-1540	9/5/19	Robyn Brooks	storage bldg 8x12	508 Gustaf Dr	\$1,540.00	\$0.00							\$0.00	028B	B	013.00
14-1541	9/6/19	Spencer Soala	deck cover	1011 Spencer Hale Rd	\$900.00	\$40.00							\$40.00	050M	A	014.00
14-1542	9/9/19	Kellie Collins	above ground pool	814 Forgive Lane	\$6,036.00	\$90.00							\$90.00	040C	F	007.00
14-1543	9/9/19	Karen Smith	DWMT	1986 Greve Dale Dr	\$89,900.00	\$350.00							\$350.00	032		PT122.00
14-1544P	9/9/19	Larry Lynch	plumbing	4056 Harborview Dr						\$105.00			\$105.00	017C	A	058.00
14-1545	9/11/19	Mark Kimbrough	House 1040 sq ft	1551 Mullins Rd	\$100,000.00	\$590.00	\$100.00						\$890.00	012		032.06
14-1545M	9/11/19	Mark Kimbrough	mechanical	1551 Mullins Rd							\$15.00		\$15.00	012		032.06
14-1547	9/9/19	Scott Buck	House 2714 sq ft	1918 Turners Landing Rd	\$300,000.00	\$1,598.70	\$100.00						\$1,598.70	011E	A	003.00
14-1548M	9/9/19	Scott Buck	mechanical	1918 Turners Landing Rd							\$20.00	\$25.00	\$45.00	011E	A	003.00
14-1549	9/11/19	Roger Cust Cons	add/remodal/cover	2512 Kidwell Church Rd	\$200,000.00	\$581.00							\$581.00			
14-1550M	9/11/19	Roger Cust Cons	mechanical	2512 Kidwell Church Rd							\$20.00		\$20.00			
14-1551	9/11/19	Darrah Keene	House 1783 sq ft	7779 Wells Rd	\$150,000.00	\$1,090.90	\$100.00						\$1,190.90	046		029.03
14-1552M	9/11/19	Darrah Keene	mechanical	7779 Wells Rd							\$20.00		\$20.00	046		029.03
14-1553	9/11/19	Tim Clevenger	storage bldg 10x12	2830 Robinon Creek Rd	\$1,000.00	\$0.00							\$0.00	043		PT039.02
14-1554	9/12/19	Trey Griffith	storage bldg 25x26	1693 Pleasant View Dr	\$4,700.00	\$162.50							\$162.50	047H	B	006.00
14-1555P	9/12/19	John Cross	plumbing	3997 Copper Ridge Rd						\$20.00			\$20.00	017		064.02
14-1556	9/13/19	Doyle Whitmill	House 1376 sqft	1047 Little Mountain Rd	\$180,000.00	\$814.50	\$100.00						\$914.50	027		011.03
14-1557M	9/13/19	Doyle Whitmill	mechanical	1047 Little Mountain Rd							\$20.00		\$20.00	027		011.03
14-1558P	9/13/19	Doyle Whitmill	plumbing	1047 Little Mountain Rd						\$90.00			\$90.00	027		011.03
14-1559	9/13/19	Don Hensley	storage bldg	4034 Tent St	\$7,000.00	\$150.00							\$150.00	0410K	B	009.00
14-1560	9/17/19	Jeff Barnette	deck cover	6552 Cedar Hill Rd	\$1,500.00	\$50.00							\$50.00	039C	C	007.00
14-1561	9/17/19	Jerry Hermon	add/deck/cover to barn	2845 Inman Bend Rd	\$5,000.00	\$193.00							\$193.00	032		009.00
14-1562	9/19/19	Michael Doron	storage bldg	1524 Boardwalk Cr	\$7,200.00	\$156.00							\$156.00	018J	B	069.00
14-1563	9/20/19	Philip Toby	carport	1020 Beth Drive	\$2,085.00	\$25.00							\$25.00	027H	A	021.00
14-1564	9/20/19	Kenneth Farnon	carport	2183 Old Cedar Ln	\$3,100.00	\$25.00							\$25.00	039P	F	016.00
14-1565	9/20/19	Michael Painter	carport	3195 Valley Home Rd	\$2,200.00	\$25.00							\$25.00	058		016.07
14-1566	9/23/19	Eric Branham	deck around pool	1028 Beth Dr	\$9,300.00	\$105.00							\$105.00	027H	A	022.00
14-1567	9/23/19	Amy Herndon	porch/cover/carport	2644 Inman Bend	\$42,000.00	\$95.50							\$95.50	032		007.04
14-1568	9/25/19	John Coffey	House 2126 sqft	6536 Smokey Mountain Ct	\$285,000.00	\$1,313.30	\$100.00						\$1,413.30	011D	A	140.00
14-1569M	9/25/19	John Coffey	mechanical	6536 Smokey Mountain Ct							\$30.00		\$30.00	011D	A	140.00
14-1570	9/26/19	Anthony Burke	House 1480 sqft	5680 Academy Dr	\$130,000.00	\$814.00							\$814.00	040P	D	032.00
14-1571M	9/26/19	Anthony Burke	mechanical	5680 Academy Dr							\$20.00		\$20.00	040P	D	032.00
14-1572	9/26/19	Andrews & Hoak	garage attached	4364 Barding Drive	\$50,000.00	\$375.00							\$375.00	044		054.00
14-1573	9/27/19	Booben (LONG)	addition	4193 Copper Ridge Rd	\$21,645.00	\$96.00							\$96.00	011I	F	062.00
14-1574	9/27/19	M Flores (Florio)	House 1800	1943 Wanda Terrace	\$260,000.00	\$1,010.00	\$100.00						\$1,110.00	017L	G	015.00
14-1575M	9/27/19	M Flores (Florio)	mechanical	1943 Wanda Terrace							\$20.00		\$20.00	017L	G	015.00
14-1576	9/30/19	Billy King	garage/add/renovate	1246 Greenbriar Rd	\$45,000.00	\$836.00							\$836.00	046		pl 034.00
14-1577M	9/30/19	Billy King	mechanical	1246 Greenbriar Rd							\$20.00		\$20.00	046		pl 034.00
			Total			Total	\$1,952,207.90	\$11,343.40	\$700.00	\$218.00	\$205.00	\$25.00	\$12,508.40			
Running	Total															
							Total No.	Amount		Total					ETHRA Month	YTD
								\$7.00		\$0.00	September				HOMES	0
											Grand					
								\$75.00		\$750.00	Total:		\$13,508.40			
								\$50.00		\$0.00						
								\$150.00		\$0.00						
								\$100.00		\$0.00						
								\$50.00		\$100.00						
										\$0.00						
								Refunds		\$0.00						
								Total Collected		\$1,000.00	Total:		\$34,987.87			

3 lots or more

Copies and Miscellaneous

Re-Zoning Request
Variance Request
Plat Approval
Land Disturbance/Development
Use on Review

September
2019-2020
Running

Total Collected

Total

ETHRA Month
HOMES

YTD

September
Grand
Total

Total

LAW OFFICES
CAPPS, CANTWELL, CAPPS & BYRD
P.O. Box 1897
1004 WEST FIRST NORTH STREET
MORRISTOWN, TENNESSEE 37816-1897

PAUL R. CAPPS (1922-2003)

CHRISTOPHER P. CAPPS
DAVID S. BYRD

ELIANA LEAL, ASSOCIATE

TELEPHONE: (423) 586-3033
FACSIMILE: (423) 586-0513
WEBSITE: cappsbyrdlaw.com
E-MAIL: info@cccbllaw.com

September 30, 2019

Mr. Bill Brittain, County Mayor
Hamblen County Courthouse
511 West Second North Street
Morristown, TN 37814

**RE: INVOICES FOR LEGAL SERVICES RENDERED ON BEHALF
OF HAMBLÉN COUNTY, TENNESSEE - SEPTEMBER, 2019**

Dear Bill:

Please find enclosed three (3) invoices representing legal services rendered on behalf of Hamblen County, Tennessee during the month of September, 2019.

As usual, one invoice covers our General/Miscellaneous File, one invoice covers a separate county department and one invoice is for the Stambaugh title search.

Please review these invoices, and if you have any questions, please do not hesitate to contact me.

With best regards, I remain,

Very truly yours,

Christopher P. Capps/alg

Christopher P. Capps

CPC/alg

Enclosures

C:\USERS\AMY_GREEN\DOCUMENTS\PUBLIC\FOLDERS\DOCUMENTS\HAMBLÉN COUNTY\LETTERS\2019\BRITTAIN,BILL\INVOICE-09-30-19.DOCX

October 24, 2019

Law Office of Capps, Cantwell, Capps, & Byrd

P.O. Box 1897
Morristown, TN 37816-1897

INVOICE

Invoice # 515
Date: 10/01/2019
Due On: 10/31/2019

Hamblen County Government
Hamblen County Courthouse
511 West Second North Street
Morristown, TN 37814

00027-Hamblen County Government

General Account

Type	Date	Description	Quantity	Rate	Total
Service	09/03/2019	E-mail from Anne Bryant-Hurst re: Baskette EOBs	0.05	\$150.00	\$7.50
Service	09/04/2019	E-mails to and from Anne Bryant-Hurst re: Baskette EOBs; e-mail from Trish Bowman re: records request; e-mail from Bill Brittain re: videoing of county commission meetings and pending litigation; phone conference with Bill Brittain	0.75	\$150.00	\$112.50
Service	09/05/2019	E-mail from Anne Bryant-Hurst re: subpoena; e-mail from Jeff Atkins re: discovery; e-mails from and to Link Gibbons re: executed document; court re: Reynolds; tax seminar; review EOBs	2.15	\$150.00	\$322.50
Service	09/06/2019	E-mails to and from Jeff Atkins re: discovery	0.05	\$150.00	\$7.50
Service	09/09/2019	E-mail from Trish Bowman re: records request; e-mails from and to Craig Strand re: pending litigation; e-mails from Jennifer Steele, Dan Street, Ronald Woods, Tricia Herzfeld and Jeff Atkins re: pending litigation	0.30	\$150.00	\$45.00
Service	09/10/2019	E-mails from and to Jeff Thompson re: pending litigation; research ORA exception; respond to Stibler request; phone conference with Dan Armstrong; phone conference and fax to Trish Bowman	0.95	\$150.00	\$142.50
Service	09/12/2019	E-mail to Bill Brittain re: ORA requests; worked on ORA request; faxed copies; worked on Petition for injunction and research; research Baskette issue	3.75	\$150.00	\$562.50
Service	09/13/2019	E-mail from Trish Bowman re: 9/19 commission meeting; e-mail from Jeff Thompson re: pending	0.20	\$150.00	\$30.00

		litigation; e-mail from Kelley Barnhart re: pending litigation; e-mail from Bill Brittain re: meeting			
Service	09/15/2019	E-mail from Jeff Thompson re: pending litigation	0.05	\$150.00	\$7.50
Service	09/16/2019	Phone conference and fax to Trish Bowman	0.15	\$150.00	\$22.50
Service	09/17/2019	E-mails from and to Jeff Thompson re: pending litigation; e-mail from Link Gibbons; e-mail Joe Leniski re: pending litigation	0.30	\$150.00	\$45.00
Service	09/18/2019	E-mails from and to Jeff Thompson re: pending litigation	0.15	\$150.00	\$22.50
Service	09/19/2019	E-mails from Jeff Thompson re: pending litigation; e-mails to and from Link Gibbons; meeting with Jeff Thompson, Bill Brittain and Barry Poole	2.50	\$150.00	\$375.00
Service	09/20/2019	E-mail from Trish Bowman re: special called meeting; e-mail to and from Jeff Thompson re: pending litigation	0.10	\$150.00	\$15.00
Service	09/23/2019	E-mail from Link Gibbons; e-mail from Bill Brittain re: pending litigation	0.05	\$150.00	\$7.50
Service	09/23/2019	Attend special called meeting	0.50	\$150.00	\$75.00
Service	09/30/2019	E-mail to Linda Noe re: complying	0.05	\$150.00	\$7.50
			Total		\$1,807.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
516	10/31/2019	\$1,807.50	\$0.00	\$1,807.50
			Outstanding Balance	\$1,807.50
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$1,807.50

Please make all amounts payable to: Law Office of Capps, Cantwell, Capps, & Byrd

Please pay within 30 days.

Law Office of Capps, Cantwell, Capps, & Byrd

P.O. Box 1897
Morristown, TN 37816-1897

INVOICE

Invoice # 513
Date: 10/01/2019
Due On: 10/31/2019

Hamblen County Government
Hamblen County Courthouse
511 West Second North Street
Morristown, TN 37814

00068-Hamblen County Planning Department

Planning

Type	Date	Description	Quantity	Rate	Total
Service	09/05/2019	Conference with Tommy McKinney; call to Kim Morrison; work on opinion on zoning question	1.80	\$150.00	\$270.00
Service	09/06/2019	Complete opinion; e-mail to Tina Whitaker re: opinion letter; deliver opinion to Mayor and Tina Whitaker	0.75	\$150.00	\$112.50
Service	09/09/2019	E-mails from and to Tina Whitaker re: opinion letter; calls to Bill Brittan and Tina Whitaker; conferences with Bill Brittan and Tina Whitaker	0.40	\$150.00	\$60.00
Service	09/10/2019	E-mails from and to Tommy McKinney re: meeting; call to Kim Morrison	0.10	\$150.00	\$15.00
Service	09/12/2019	E-mails from and to Tommy McKinney re: meeting; call to Kim Morrison	0.10	\$150.00	\$15.00
Service	09/13/2019	E-mails from and to Tommy McKinney re: meeting; call to Kim Morrison	0.10	\$150.00	\$15.00
Service	09/15/2019	E-mail to Tina Whitaker re: Lampkin Dr; calls to and from Kim Morrison; meeting at Planning; trip to Atkins Auto Sales to deliver letter	1.85	\$150.00	\$277.50
Service	09/17/2019	E-mails from and to Tina Whitaker re: Lampkin Dr; re-mail certified letter to Atkins	0.25	\$150.00	\$37.50
Expense	09/17/2019	Postage: Re-mailed certified letter to Atkins	1.00	\$6.85	\$6.85
Service	09/18/2019	E-mails from and to Tina Whitaker; phone conference with Bill Brittain; phone conferences with Tommy McKinney	0.50	\$150.00	\$75.00

Service	09/21/2019	E-mail to Tina Whitaker re. Kinsler	0.05	\$150.00	\$7.50
Service	09/23/2019	E-mails from and to Tina Whitaker re: Kinsler; draft letter to Kinsler and e-mail to office	0.15	\$150.00	\$22.50
			Total		\$914.35

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
513	10/31/2019	\$914.35	\$0.00	\$914.35
Outstanding Balance				\$914.35
Amount in Trust				\$0.00
Total Amount Outstanding				\$914.35

Please make all amounts payable to: Law Office of Capps, Cantwell, Capps, & Byrd

Please pay within 30 days.

CAPPS, CANTWELL, CAPPS & BYRD

ATTORNEYS AT LAW

1004 W. First North St.
MORRISTOWN, TN 37814
Phone: 423-586-3083 Fax: 423-586-0513

INVOICE

DATE: OCTOBER 1, 2019

TO:
HAMBLEN COUNTY, TENNESSEE

FOR:
LEGAL SERVICES RENDERED

DESCRIPTION	AMOUNT
Title search on Stambaugh property	
TOTAL	\$250.00

Make all checks payable to Capps, Cantwell, Capps & Byrd and REMIT TO: 1004 W. First North St, Morristown, TN 37814.
Payment is due within 30 days. Any accounts which remain unpaid after 30 day shall bear interest at the rate of 1 1/2% per month.

Thank you for your business!

October 24, 2019

MONTHLY REPORT
Hamblen County Coroner
P.O. Box 1479

Morristown, Tennessee 37816-1479
Phones (423)Home 581-6229 Fax 289-1262 Cell 312-6322

October 1, 2019

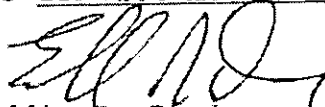
Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were investigated by me during the month of September along with being on call 24/7/365, recording/maintaining statistics, prepare reports, training, assisting, directing and reviewing each call, and the work of all Deputy Coroners and, serving as liaison between Medical Examiner and Pathologist; collecting, preparing and shipping toxicology specimens and reviewing/approving all cremation requests.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	19399	09-01-19	Mrs. Linda Wilson, 76, Bean Station, TN
2.	19400	09-02-19	Mrs. Lorena Napieralski, 96, Kodak, TN
3.	19401	09-05-19	Mr. Alfred Hensley, 82, 3100 Three Springs Road
4.	19402	09-05-19	Mr. Billy Sinard, 68, 1750 Allen Road
5.	19406	09-08-19	Mr. James Collins, 65, 798 Seymour Street
6.	19408	09-09-19	Mrs. Della Langston, 83, 1140 Cedar Creek Road
7.	19409	09-10-19	Mrs. Faye Conner, 93, 462 Oak Street
8.	19411	09-10-19	Mr. Gary Herron, 53, Eidson, TN
9.	19412	09-10-19	Ms. Shirley Gregg, 84, 612 West Fifth North Street
10.	19414	09-11-19	Mr. Daniel Singleton, 72, 2645 Helton Gaby Road
11.	19415	09-11-19	Mr. Howard Hixson, Jr., 72, 1348 Cain Mill Road
12.	19416	09-11-19	Mr. Hershhal McConathy, 90, 2265 Regency Circle
13.	19417	09-12-19	Mrs. Sandra Owens, 69, 690 Pinebrook Road
14.	19418	09-12-19	Mrs. Myrtle Kindle, 87, 525 Rosedale Avenue
15.	19421	09-14-19	Mr. Joseph Cannon, 58, 716 Rainbow Circle
16.	19424	09-15-19	Ms. Yolanda Southerland, 68, 218 Arnold Avenue
17.	19425	09-16-19	Ms. Judy Duggar, 57, 1013 West First North Street
18.	19426	09-16-19	Mrs. Virgie Edgar, 87, Bulls Gap, TN
19.	19429	09-19-19	Mrs. Louise Jones, 96, 2105 Buffalo Trail
20.	19431	09-20-19	Ms. Mary Starnes 90, 252 Laurel Street
21.	19433	09-20-19	Mr. George Pack, 88, 731 Douglas Avenue
22.	19436	09-21-19	Mr. Douglas Cross, 77, 6832 Westgate Circle
23.	19441	09-24-19	Mr. Paul Rohe, 93, 1875 Bluebird Road
24.	19442	09-24-19	Mr. James Ross, 79, 2769 Wisteria Drive
25.	19443	09-24-19	Mr. Paul Bowles, 82, 766 Berkely Street
26.	19445	09-26-19	Miss. Mary Woodard, 86, 424 North Hill Street
27.	19447	09-29-19	Mr. Thomas Bogarus, 70, 739 East Second North Street
28.	19449	09-29-19	Mr. Charles Minor, 88, 5647 Bob White Trail
29.	19450	09-29-19	Mrs. Anna Walker, 75, 138 Brittian Drive
30.	19451	09-29-19	Mr. Kevin Johnston, 47, 225 Mohawk Street
31.	19452	09-29-19	Mr. Billy Buel, 72, 3456 Hamilton Place

If I may ever provide any additional information or assistance, please feel free to contact me at any time on my cell phone 423-312-6322.


Eddie R. Davis
Hamblen County Coroner

C: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated. C, 93r

& Toxicology Samples Collected by Coroner's Office and sent to: AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

October 24, 2019

MONTHLY REPORT
Hamblen County Deputy Coroner
Post Office Box 577
Russellville, Tennessee 37860-0577
Phone: 423-585-7117

October 1, 2019

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of September.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	*19396	09-01-19	Mr. Fortino Martinez-Reyes, 30, 3012 Clinchview Dr.
2.	*19403	09-06-19	Mr. Christopher Snowden, 47, 3436 Brights Pike
3.	19404	09-06-19	Mr. John Nuttall, 92, Newport, TN
4.	19405	09-07-19	Mr. Jason Shearin, 46, Johnson City, TN
5.	*19407	09-09-19	Mr. Danny Stewart, 65, 1118 East Sixth North St.
6.	*19413	09-10-19	Miss. Judy Bentley, 25, 807 West First North Street
7.	19420	09-14-19	Mr. Stephen White, 69, White Pine, TN
8.	*19428	09-18-19	Mr. Bernard Hall, 68, 2175 Three Springs Road
9.	*19432	09-20-19	Miss. Jessica Turner, 58, 513 South Hill Street
10.	19434	09-20-19	Ms. Betty Stewart, 64, 1610 Chestnut Avenue
11.	19435	09-21-19	Mr. Hugh Anderson, 87, 3675 Brights Pike
12.	19437	09-22-19	Mr. William Lunsford, 78, 1419 West A.J. Highway
13.	*19438	09-22-19	Mr. Donnie Stroud, 69, 1015 East Skyline Drive

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

13 Calls X \$40. = \$520.00

Sincerely,

SIGNATURE ON FILE
J.R. Thompson, Jr.
Deputy Coroner

erd/jrt

** Omitted from previous Monthly Report

CC: Hamblen County Medical Examiner
* Indicates Autopsy Performed
*1 All home addresses are Hamblen County unless otherwise stated.
& Toxicology Samples Gathered and Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN -

MONTHLY REPORT
Hamblen County Deputy Coroner
437 Britton Drive
Talbott, Tennessee 37877
Phone: 423-312-7510

October 1, 2019

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of September.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	19397	09-01-19	Mr. John Morris, 86, 2465 McClanahan Road
2.	19398	09-01-19	Mr. James Brown, 71, 2508 Brights Pike
3.	19427	09-16-19	Mr. Robert Anderson, 88, 3406 Corbin Drive
4.	19430	09-19-19	Mr. Elmer Ward, 58, 2200 Spout Springs Road
5.	19440	09-23-19	Miss. Sandra Watts, 58, 1016 Donna Street
6.	19444	09-25-19	Mrs. Clarissa Bradley, 90, 4265 Julian Avenue
7.	19446	09-27-19	Mr. Delmus Yount, 82, 4051 Wynn Street

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

7 Calls X \$40. = \$280.00

Sincerely,

SIGNATURE ON FILE

Jeffery Holt
Deputy Coroner

erd/jh

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

& Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

MONTHLY REPORT
 Hamblen County Deputy Coroner
 1925 Deer Ridge Drive
 Morristown, Tennessee 37813
 Phone: 423-586-2524

October 1, 2019

Hamblen County Commission
 C/O Mr. Bill Brittain, County Mayor
 Hamblen County Court House
 Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of September.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	19419	09-12-19	Ms. Jeri Ochampaugh, 69, 810 Tulip Street
2.	19422	09-14-19	Mrs. Patricia Williford, 57, Bean Station, TN
3.	19439	09-23-19	Miss. Kathy Lawless, 65, 1459 Devault Street
4.	19448	09-29-19	Mr. Tommy Cagle, 57, 4740 Chucky River Road

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

4 Calls X \$40. = \$160.00

Sincerely,

SIGNATURE ON FILE

Todd Giles
 Deputy Coroner

erd/tg

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

MONTHLY REPORT
Hamblen County Deputy Coroner
7763 Melanie Circle
Talbott, Tennessee 37877
Phone: 423-586-6310

October 1, 2019

Hamblen County Commission
C/O Mr. Bill Brittain, County Mayor
Hamblen County Court House
Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of September.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	19410	09-10-19	Mrs. Edna Southern, 82, 351 Carroll Road
2.	19423	09-15-19	Mr. J. Edgar Combs, 83, 810 Pinewood Circle

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

2 Calls X \$40. = \$80.00

Sincerely,

SIGNATURE ON FILE

Timmy Peoples
Deputy Coroner

ard/jp

- CC: Hamblen County Medical Examiner
- * Indicates Autopsy Performed
- *1 All home addresses are Hamblen County unless otherwise stated.
- & Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

MONTHLY AUTOPSIES PENDING REPORT

Hamblen County Coroner

P.O. Box 1479

Morristown, Tennessee 37816-1479

Phone (423): Office/Home; 581-6229 Fax; 289-1262 Cell; 312-6322

Email: coroner@musfiber.com

October 1, 2019

In an effort to keep all files current, the following Hamblen County Coroner/Medical Examiner's cases have not been closed pending receipt of the final autopsy or toxicology report.

AUTOPSY

#	CASE#	DATE ORDERED	NAME	AGE
1.	19318	07-11-19	Mr. Randall McCravey,	40
2.	19327	07-16-19	Miss. Tanesa Yeary,	13
3.	19367	08-12-19	Mr. Robert Rush,	38
4.	19370	08-12-19	Ms. Teresa Jordan,	50
5.	19383	08-24-19	Miss. Beatris Hernandez,	19
6.	19391	08-28-19	Mr. Coy King,	61
7.	19396	09-01-19	Mr. Fortino Martinez-Rayas,	30
8.	19403	09-06-19	Mr. Christopher Snowden,	47
9.	19407	09-09-19	Mr. Danny Stewart,	65
10.	19413	09-10-19	Miss. Judy Bentley,	25
11.	19438	09-22-19	Mr. Donnie Stroud,	69

TOXICOLOGY

#	CASE#	DATE ORDERED	NAME	AGE
1.	19428	09-18-19	Mr. Bernard Hall,	68
2.	19432	09-20-19	Miss. Jessica Turner,	58
3.	19448	09-29-19	Mr. Tommy Cagle,	57.

If I may provide any additional information or assistance please feel free to contact me at any time.

Sincerely,


Eddie R. Davis
Hamblen County Coroner

CC: Hamblen County Mayor & County Commission
Hamblen County Medical Examiner

October 24, 2019

DEPUTY DISTRICT
ATTORNEY:
Cecil C. Mills, Jr.

ASSISTANTS:

Cornie G. Trobaugh
Berly L. Morrison
David R. Baker
Ritchie D. Collins
Lindsey C. Maguigan
M. Ryan Blackwell
Akiah C. Highsmith
J. Bradley Mercer
Amy L. Hinkle
Dustin P. Click
Blake E. Sempkowski

INVESTIGATORS:

Teddy Collingsworth
Alison Burns
Bob Ellis

VICTIM WITNESS
COORDINATORS:

April Allen
Angela Breeden
Rebecca Hale
Melisa Malone

ADMINISTRATIVE
ASSISTANT:

Lori Harmon

SECRETARIES: Honorable Bill Brittain

Rebecca Burchett
Bobbie Lakins
Lisa Kidwell
Hamblen County Mayor
511 West 2nd North Street
Morristown, TN 37814



Office of

Dan T. Armstrong
District Attorney General

Greene, Hamblen, Hawkins and Hancock Counties

Third Judicial District

124 Austin Street, Suite 3
Greeneville, Tennessee 37745
423/787-1450

September 24, 2019

RECEIVED
SEP 27 2019
OFFICE OF HAMBLLEN
COUNTY MAYOR

OFFICES

Greene County Office
124 Austin Street, Suite 3
Greeneville, TN 37745
423/787-1450
Fax: 423/787-1454

Hamblen County Office
407 W. 5th North Street
Morristown, TN 37814
423/581-6700
Fax: 423/587-6429

Hawkins County Office
1568 E. Main Street
Rogersville, TN 37857
423/921-0567
Fax: 423/921-0569

Hancock County Office
1568 E. Main Street
Rogersville, TN 37857
423/921-0567
Fax: 423/921-0569

Dear Mayor Brittain:

The opioid epidemic is the greatest public health crisis in our community's history. As your district attorney, it is my responsibility to fight back against this epidemic, protect your rights, and bring the drug companies to justice. In 2017, I sued to recover money for the political subdivisions in my judicial district from three drug companies that caused the opioid epidemic. I write to update you about the lawsuit.

I sued the drug companies under a Tennessee law called the "Drug Dealer Liability Act." That law allows me to hold drug companies responsible for harming Sullivan County. Most importantly, it allows me to recover money directly for your benefit.

The drug companies called it "absurd" to sue them as "drug dealers." They also challenged my authority to recover money for you. They were wrong on both counts. This week, the Tennessee Court of Appeals held that district attorneys can hold those drug companies liable as "drug dealers," even though each company's headquarters "is an office building" rather than a "back alley." If you would like a copy of that ruling, I am happy to provide it.

In my lawsuit, I have brought the fight directly to the drug companies. At my direction, our attorneys took testimony from over **80 drug company witnesses in six months, across 21 different states.** On your behalf, the attorneys flew all across the country to force defense witnesses to testify, under oath, about the drug companies' misconduct. Other than the district attorneys, no one else in Tennessee participated in these

October 24, 2019

depositions. No other state court plaintiffs in the country did either. I and the other district attorneys have fought for you in a way that no one else has.

We have also reviewed over **220 million pages of documents** produced by the drug companies. The information that we have found is devastating. I have attached one example, in which a top salesperson for one of the companies compares opioids to "Doritos" and jokes about opioid addiction.

You may have heard about one of the drug companies, Purdue, filing bankruptcy last week and proposing a potential settlement. It is too early to tell precisely how that will play out. However, we have hired our own bankruptcy attorneys to fight for you in the bankruptcy case. Our goal is to bring back all the money that we can from Purdue (and the Sackler family that controls it) to our community.

Also, as a result of our efforts to bring big pharma to justice, a federal court appointed one of our lawyers to represent the interests of local governments nationwide in settlement negotiations. Through that appointment to a settlement "negotiation class," our lawyers will continue to protect your interests.

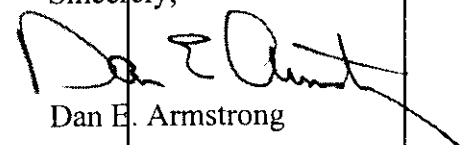
You may also have read or heard about a communication from the Tennessee Attorney General concerning potential settlement through the State or the "negotiation class." I assure you that you do not need to worry about these issues. Just know that I am fighting to make sure that any potential settlement money will benefit **our community** directly and will **not** be controlled by officials in Nashville.

Regardless of what happens with Purdue, my case is continuing against the remaining two drug companies, Mallinckrodt and Endo. The case is moving towards trial next year. I will be trying that case in our community before a jury of our citizens, who will determine how much money the defendants owe.

Finally, I want to thank you for your continued cooperation with my lawsuit and the Branstetter law firm. Your efforts are helping me bring back money to our community. I will continue to fight for you every day until justice is served.

If you have any questions or would like additional information, I am available to speak with you at any time, as are the attorneys at Branstetter.

Sincerely,



Dan E. Armstrong

cc: Chris Capps, Hamblen County Attorney

October 24, 2019

Registered
Note #: 1

**Hamblen County of the
State of Tennessee**

Registered
\$1,500,000

Interfund Capital Outlay Note,
Series 2020

DATED

INTEREST RATE

MATURITY DATE

September 18, 2019

0 %

September 18, 2022

Registered Owner: **Hamblen County**

Principal Sum: **\$ 1,500,000**

The **County Commission** (Governing Body) of **Hamblen County**, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on **September 18, 2020** and thereafter on **September 18** of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the Local Government. Both principal of and interest on this note are payable at the office of the **Hamblen County Trustee** of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

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

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of **0%** of par value.

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the County Commission of the Local Government meeting in session on the **22nd day of August, 2019** (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

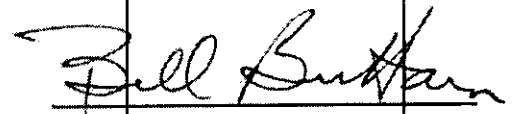
October 24, 2019

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

Title 9, Chapter 21, Section 117, Tennessee Code Annotated provides that this note and interest thereon are exempt from taxation by the State of Tennessee or by any county, municipality or taxing district of the State, except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

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

IN WITNESS WHEREOF, the County Commission of Hamblen County has caused this note to be executed in the name of Hamblen County by the manual signature of the **Hamblen County Mayor**, and countersigned and attested by the manual signature of the **Hamblen County Clerk** with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the **18th day September of 2019**.

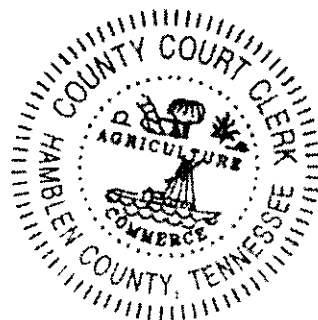


Hamblen County Mayor

ATTESTED:



Hamblen County Clerk



SEAL

October 24, 2019

Tennessee Comptroller of the Treasury
Office of State and Local Finance

Received Date: September 30, 2019

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:
Name: Hamblen County
Address: 511 West Second North Street
Morristown, TN 37814
Debt Issue Name: Interfund Capital Outlay Note, Series 2020
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required

2. Face Amount: \$ 1,500,000.00
Premium/Discount: \$ 0.00

3. Interest Cost: 0.0000 % Tax-exempt Taxable
 TIC NIC
 Variable: Index _____ plus _____ basis points; or
 Variable: Remarketing Agent _____
 Other: _____

4. Debt Obligation:
 TRAN RAN CON
 BAN CRAN GAN
 Bond Loan Agreement Capital Lease
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

5. Ratings:
 Unrated
Moody's _____ Standard & Poor's _____ Fitch _____

6. Purpose:

		BRIEF DESCRIPTION
<input type="checkbox"/> General Government	_____ %	Interfund Capital Outlay Notes for the purchase of land and the payment of architects' fees for the construction and expansion of the Hamblen County Jail and Justice Center
<input type="checkbox"/> Education	_____ %	
<input type="checkbox"/> Utilities	_____ %	
<input checked="" type="checkbox"/> Other	100.00 %	
<input type="checkbox"/> Refunding/Renewal	_____ %	

7. Security:
 General Obligation General Obligation + Revenue/Tax
 Revenue Tax Increment Financing (TIF)
 Annual Appropriation (Capital Lease Only) Other (Describe): _____

8. Type of Sale:
 Competitive Public Sale Interfund Loan General Debt Service Fund
 Negotiated Sale Loan Program _____
 Informal Bid _____

9. Date:
Dated Date: 09/18/2019 Issue/Closing Date: 09/18/2019

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2020	\$500,000.00	0.0000 %		\$	%
2021	\$500,000.00	0.0000 %		\$	%
2022	\$500,000.00	0.0000 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:

No costs or professionals

	AMOUNT <small>(Round to nearest \$)</small>	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
_____	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____ %		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 0	

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:

No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #111)
Remarketing Agent		
Paying Agent / Registrar		
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other _____		

13. Disclosure Document / Official Statement:

None Prepared

EMMA link _____

Copy attached _____

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt? Yes No

Is there a continuing disclosure obligation agreement related to this debt? Yes No

If yes to either question, date that disclosure is due N/A

Name and title of person responsible for compliance N/A

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy 12/15/2011

Is the debt obligation in compliance with and clearly authorized under the policy? Yes No

16. Written Derivative Management Policy:

No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:

To the Governing Body: on 10/24/2019 and presented at public meeting held on 10/24/2019

Copy to Director to OSLF: on 09/30/2019 either by:

Mail to: _____ OR Email to: SLF.PublicDebtForm@cot.tn.gov

Cordell Hull Building
425 Fifth Avenue North, 4th floor
Nashville, TN 37243-3400

18. Signatures:

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>Bill Brittain</u> <i>BB</i>	<u>Anne Bryant-Hurst</u> <i>ABH</i>
Title	<u>Hamblen County Mayor</u>	<u>Finance Director</u>
Firm	<u>Hamblen County Mayor</u>	<u>Hamblen County Government</u>
Email	<u>BBrittain@co.hamblen.tn.us</u>	<u>abryant-hurst@co.hamblen.tn.us</u>
Date	<u>09/30/2019</u>	<u>09/30/2019</u>

Hamblen County Commission
 Finance Committee
 Information Purposes Only



Report of Budget amendments approved by County Mayor during the month of September

Month September Year 2019-2020

Fund #101

DEPT: Planning

Account Number	Description	Increase	Decrease
APPROPRIATIONS:			
51720.338	Maintenance and Repair Services - Vehicles	\$ 200.00	
51720.524	In Service / Staff Development		\$ 200.00

Brief Descriptions of issue:

To reclassify appropriations to cover the cost of repair work on Planning Dept's vehicle

Requesting Department

Signature: Wira Whitaker
 Title: Department Manager
 Date: Sept. 30, 2019

Approval by County Mayor

Signature: Bill Buntain
 Title: County Mayor
 Date: Oct 2, 2019

For Finance Department Only:
 Reviewed by: ADH
 Budget Amendment 101-007

**Report of Budget amendments approved by County Mayor
 during the month of September**

Month September Year 2019-2020

Fund #101 DEPT: Storm Water Management

Account Number	Description	Increase	Decrease
APPROPRIATIONS:			
57800.310	Contracts with Other Public Agencies	\$ 9,000.00	
57800.399	Other Contracted Services		\$ 9,000.00

Brief Description of issue:

To reassign funds from Other Contracted Services to Contracts with Other Public Agencies so that it may be specifically used for payments to KMHB.

Requesting Department

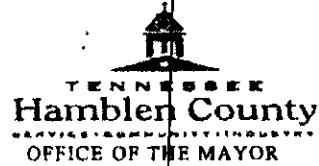
Signature: Wria Whitaker
 Title: Department Manager
 Date: Oct. 3, 2019

Approval by County Mayor

Signature: Bill Buttan
 Title: County Mayor
 Date: Oct 4, 2019

For Finance Department Only
 Reviewed by: ABH
 Budget Amendment 101-008

Hamblen County Commission
 Finance Committee
 Information Purposes Only



Report of Budget amendments approved by County Mayor during the month of September

Month September Year 2019-2020

Fund #122

DEPT: Drug Control Fund

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
54160.716	Law Enforcement Equipment	\$ 1,481.00	
54160.718	Motor Vehicles		\$ 1,481.00

Brief Descriptions of Issue:
 To reclassify appropriations to cover the purchase of a vault for the recently purchased pick-up truck for Narcotics.

Requesting Department

Signature: *Doreen Hammond*
 Title: *Executive Assistant*
 Date: *9-30-19*

Approval by County Mayor

Signature: *Bill Burton*
 Title: *County Mayor*
 Date: *10-2-2019*

For Finance Department Only:
 Reviewed by: *ADH*
 Budget Amendment *122-021*



Military

TEMA

September 27, 2019

Mr. Chris Bell, Director Morristown-Hamblen EMA
Hamblen County Courthouse
511 West 2nd North St.
Morristown, TN 37814

Dear Mr. Bell,

On behalf of the State of Tennessee and the Tennessee Emergency Management Agency (TEMA), and in accordance with TCA 58-2-106, it gives the agency great pleasure to inform you we have reviewed and approved the Basic Emergency Operations Plan (BEOP) for Hamblen County. The BEOP signifies the dedication to both the field of emergency management as well as to the protection of all county residents, properties, and interests.

We commend the Hamblen County Emergency Management Agency, and all other plan participants, for the development of a solid, workable plan that can serve as a guide for every stage of the disaster cycle.

BEOPs are required for submission to TEMA on a five year cycle. Based upon the current cycle, the next update to your county BEOP will be due in 2024, five years from the original due date.

Should you have any further questions, or need additional information, feel free to contact Mr. Trip Voss, TEMA Regional Planning Manager, at c. 615-815-8116, email john.voss@tn.gov, or contact your appropriate TEMA Regional Planner for assistance.

Sincerely,



Trip Voss
Regional Planning Manager

REGULAR CALENDAR ITEMS

Motion by Jim Stepp, seconded by Randy DeBord to approve the regular calendar items.

12/24/2019 7:27:20 PM RollCall Systems, Inc.



8.b. Approval of Regular Calendar Items

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

REGULAR CALENDAR

Order #	Vote	Item
1		Recognition/Presentations/Proclamations (Commission Chairman Howard Shipley) a. Employee Years of Service
2		Public Comment Regarding Business of the Agenda Only (Commission Chairman Howard Shipley)
3	Vote Vote Vote	Nominations/Appointments (Commission Chairman Howard Shipley) a. Appointment of 14 th District County Commissioner b. Appointment to Planning Commission c. Appointment to Morristown-Hamblen Solid Waste Board
4		RECESS AS HAMBLEN COUNTY LEGISLATIVE BODY-OPEN PUBLIC HEARING (Commission Chairman Howard Shipley) a. Resolution 19-16 to Amend Zoning Map of Hamblen County, TN by Rezoning Tax Map 018, Parcel 112.01, District 03, 4710 Old Kentucky Road, Morristown, TN 37814 from R-1 to A-1 CLOSE PUBLIC HEARING, RECONVENE AS HAMBLEN COUNTY LEGISLATIVE BODY (Commission Chairman Howard Shipley)
5	Vote	REZONING RESOLUTION VOTE (Commission Chairman Howard Shipley) a. Resolution 19-16 to Amend Zoning Map of Hamblen County, TN by Rezoning Tax Map 018, Parcel 112.01, District 03, 4710 Old Kentucky Road, Morristown, TN 37814 from R-1 to A-1
6		RECESS AS HAMBLEN COUNTY LEGISLATIVE BODY-OPEN PUBLIC HEARING (Commission Chairman Howard Shipley) a. Revisions to Property Maintenance Regulations CLOSE PUBLIC HEARING, RECONVENE AS HAMBLEN COUNTY LEGISLATIVE BODY (Commission Chairman Howard Shipley)
7	Vote	REVISIONS TO PROPERTY MAINTENANCE REGULATIONS VOTE a. Revisions to Property Maintenance Regulations
8	Vote Vote	Calendar and Rules Committee Report (Chairman James Stepp) a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items
9	Vote	Approval of Consent Calendar (Commission Chairman Howard Shipley) a. Consent Calendar
10	Vote Vote	Finance Committee (Chairman Randy DeBord) a. Monthly Checks September 2019 b. Budget Amendments i. Fund #101 County Commission/Other Facilities \$2,989 ii. Fund #101 Jail \$732 iii. Fund #101 Social, Cultural, and Recreational Projects \$3,145 iv. Fund #101 County Mayor \$375 v. Fund #101 Sheriff's Department \$13,472 vi. Fund #101 Sheriff's Department \$50 vii. Fund #101 Geographical Information Systems \$1,500 viii. Fund #151 Interfund Capital Outlay Note \$1,500,000 c. Bid Award- New Commercial Grade Tractor for Cherokee Park d. Bid Award- Asphalt Hotbox Trailer (2019-09) e. Bid Award-Uniforms for Correctional Officers f. Convenience Center Bid g. JBI Renewal Agreement/SCAAP Grant h. Video Visitation i. Maintenance Agreement for Video Security Upgrade j. Bond for Trustee

11		Public Services Committee (Chairman Tim Goins)		
	Vote	a. Amended Joint Economic and Community Development Board of Hamblen County, TN Agreement		
	Vote	b. Surplus Items -Finance Department		
12		Justice Center/Jail Project Committee (Chairman Tim Horner)		
	Vote	a. Project Scope		
	Vote	b. Initial Bond Resolution		
	Vote	c. Detailed Bond Resolution		
13		Public Comment – General (Commission Chairman Howard Shipley)		
14		Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Howard Shipley)		
		a. November Committee Meeting: Tuesday , November 12, 2019 at 5:30 at the Courthouse, Large Courtroom		
		b. November Commission Meeting: Thursday, November 21, 2019 at 5:00 p.m. at the Courthouse-Large Courtroom		
15		Adjournment (Commission Chairman Howard Shipley)		

Thursday, October 24, 2019

CONSENT CALENDAR APPROVAL

Motion by Joe Huntsman, seconded by Bobby Haun to approve the consent calendar.

10/24/2019 7:27:56 PM RollCall Systems, Inc.

9.a Consent Calendar



VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

CONSENT CALENDAR

Hamblen County Legislative Body

Order #	Item	Placed From
1	Approval of the Previous Month's Minutes – September 19, 2019 and September 23, 2019	Commission Chairman
2	Approval of Notaries	County Clerk Penny Petty
3	Expenditure Reports – September 2019	Finance Committee
4	Planning Commission Building Permit Log – September 2019	Finance Committee
5	County Attorney Invoices – September 2019	Finance Committee
6	Coroner's Monthly Report – September 2019	Finance Committee
7	Dan Armstrong-Opioid Epidemic Letter	Finance Committee
8	Interfund Capital Outlay Note	Finance Committee
9	Report of Debt Obligation- Hamblen County	Finance Committee
10	Budget Amendments-Approved by County Mayor <ul style="list-style-type: none"> i. Fund #101 Planning \$200 ii. Fund #101 Storm Water Management \$9,000 iii. Fund #122 Drug Control Fund \$1,481 	Finance Committee
11	Letter from Tennessee Management Agency (TEMA)	Public Services Committee

Thursday, October 24, 2019

MONTHLY CHECKS

Motion by Randy DeBord, seconded by Thomas Doty to approve the monthly checks submitted by the County Mayor's office for September 2019.

10/24/2019 7:28:33 PM RollCall Systems, Inc.

10.a. Monthly Checks September 2019



VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51100	312	Contracts With Private Agencies	2019-09-05	1010265394	Camera Castle	47.25
51100	312	Contracts With Private Agencies	2019-09-05	1010265434	Smith, Jerry Allen	100.00
51100	312	Contracts With Private Agencies	2019-09-19	1010265514	Bowman, Patricia A.	22.38
51100	312	Contracts With Private Agencies	2019-09-26	1010265580	Smith, Jerry Allen	200.00
51100	355	Travel	2019-09-19	1010265551	Suntrust Bankcard, NA	371.32
51100	599	Other Charges	2019-09-12	1010265469	Food City	69.03
51100	599	Other Charges	2019-09-12	1010265504	Suntrust Bankcard, NA	170.00
51100	.....	County Commission				Total: 7 979.98
51300	307	Communication	2019-09-05	1010265396	Century Link/Business Services	52.91
51300	307	Communication	2019-09-05	1010265446	Verizon Wireless	76.94
51300	307	Communication	2019-09-12	1010265450	AT&T	90.00
51300	351	Rentals	2019-09-12	1010265486	Pitney Bowes	816.00
51300	351	Rentals	2019-09-19	1010265515	Canon Solutions America, Inc	227.87
51300	355	Travel	2019-09-05	1010265392	Brittain, William H	31.02
51300	355	Travel	2019-09-12	1010265470	Fuelman	17.01
51300	355	Travel	2019-09-19	1010265551	Suntrust Bankcard, NA	787.00
51300	599	Other Charges	2019-09-12	1010265459	Citizen Tribune	69.45
51300	599	Other Charges	2019-09-12	1010265465	English Mountain Spring Water	20.00
51300	599	Other Charges	2019-09-12	1010265469	Food City	54.51
51300	.....	County Mayor/Executive				Total: 11 2,242.71
51400	331	Legal Services	2019-09-12	1010265456	Capps, Cantwell, Capps & Byrd	1,530.00
51400	331	Legal Services	2019-09-26	1010265584	TDMHSAS	400.00
51400	.....	County Attorney				Total: 2 1,930.00
51500	307	Communication	2019-09-05	1010265396	Century Link/Business Services	7.48
51500	307	Communication	2019-09-12	1010265450	AT&T	20.59
51500	351	Rentals	2019-09-12	1010265455	Canon Solutions America, Inc	117.42
51500	355	Travel	2019-09-26	1010265563	East TN Association of County Election Officials	600.00
51500	435	Office Supplies	2019-09-12	1010265465	English Mountain Spring Water	10.00
51500	435	Office Supplies	2019-09-19	1010265530	Insight Public Sector Inc.	674.10
51500	435	Office Supplies	2019-09-26	1010265564	Evans Office Supply Co	24.95
51500	719	Office Equipment	2019-09-26	1010265564	Evans Office Supply Co	160.00
51500	.....	Election Commission				Total: 8 1,614.54
51600	307	Communication	2019-09-05	1010265396	Century Link/Business Services	2.55
51600	709	Data Processing Equipment	2019-09-05	1010265393	Business Information Systems	45.00
51600	709	Data Processing Equipment	2019-09-26	1010265557	Business Information Systems	1,984.95
51600	.....	Register Of Deeds				Total: 3 2,032.50
51720	307	Communication	2019-09-05	1010265396	Century Link/Business Services	6.91
51720	307	Communication	2019-09-05	1010265446	Verizon Wireless	113.20

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 Gen Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51720	331	Legal Services	2019-09-12	1010265456	Capps, Cantwell, Capps & Byrd	119.35
51720	332	Legal Notices, Recording And Court Costs	2019-09-12	1010265459	Citizen Tribune	105.29
51720	338	Maintenance And Repair Services - Vehicles	2019-09-05	1010265445	Ultimate Shine 3 Minute Express Car Wash	15.00
51720	351	Rentals	2019-09-12	1010265455	Canon Solutions America, Inc	98.75
51720	425	Gasoline	2019-09-12	1010265470	Fuelman	53.91
51720	435	Office Supplies	2019-09-26	1010265564	Evans Office Supply Co	700.96
51720	509	Refunds	2019-09-12	1010265488	Rich, Jonathan	150.00
51720	.....	Planning			Total: 9	1,363.37
51750	331	Legal Services	2019-09-12	1010265456	Capps, Cantwell, Capps & Byrd	255.00
51750	.....	Codes Compliance			Total: 1	255.00
51810	307	Communication	2019-09-05	1010265446	Verizon Wireless	295.38
51810	307	Communication	2019-09-12	1010265450	AT&T	864.94
51810	307	Communication	2019-09-12	1010265451	AT&T	632.35
51810	334	Maintenance Agreements	2019-09-05	1010265440	TN Dept Of Labor & Workforce Development	55.00
51810	334	Maintenance Agreements	2019-09-12	1010265463	Cummins Crosspoint Inc.	999.46
51810	334	Maintenance Agreements	2019-09-12	1010265483	Murrell Burglar Alarm Co Inc	20.00
51810	335	Maintenance And Repair Service - Buildings	2019-09-05	1010265395	Carrot Top Industries	214.23
51810	335	Maintenance And Repair Service - Buildings	2019-09-05	1010265420	Lowe's	907.60
51810	335	Maintenance And Repair Service - Buildings	2019-09-26	1010265591	Walmart Community BRC	349.05
51810	336	Maintenance And Repair Services - Equipment	2019-09-12	1010265484	NAPA Auto Parts Of Morristown	48.70
51810	338	Maintenance And Repair Services - Vehicles	2019-09-05	1010265445	Ultimate Shine 3 Minute Express Car Wash	60.00
51810	399	Other Contracted Services	2019-09-05	1010265400	Electrical Technology Recycling	109.55
51810	399	Other Contracted Services	2019-09-12	1010265465	English Mountain Spring Water	23.00
51810	410	Custodial Supplies	2019-09-05	1010265417	Kelsan Inc	6,141.26
51810	410	Custodial Supplies	2019-09-12	1010265499	Unifirst	165.31
51810	415	Electricity	2019-09-26	1010265575	Morristown Utilities	33,283.00
51810	425	Gasoline	2019-09-12	1010265470	Fuelman	444.28
51810	434	Natural Gas	2019-09-19	1010265513	Atmos Energy	857.16
51810	451	Uniforms	2019-09-12	1010265499	Unifirst	289.18
51810	.....	Other Facilities			Total: 19	45,759.45
51910	351	Rentals	2019-09-12	1010265455	Canon Solutions America, Inc	117.42
51910	.....	Preservation Of Records			Total: 1	117.42
52100	355	Travel	2019-09-26	1010265567	Hale, Amanda D	139.86
52100	435	Office Supplies	2019-09-26	1010265564	Evans Office Supply Co	515.18
52100	.....	Accounting And Budgeting			Total: 2	655.04
52200	302	Advertising	2019-09-12	1010265459	Citizen Tribune	110.33
52200	.....	Purchasing			Total: 1	110.33

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #101

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
52300	307	Communication	2019-09-05	1010265396	Century Link/Business Services	3.25
52300	338	Maintenance And Repair Services - Vehicles	2019-09-05	1010265445	Ultimate Shine 3 Minute Express Car Wash	30.00
52300	425	Gasoline	2019-09-12	1010265470	Fuelman	72.77
52300	435	Office Supplies	2019-09-12	1010265465	English Mountain Spring Water	25.00
52300	709	Data Processing Equipment	2019-09-26	1010265564	Evans Office Supply Co	337.99
52300	.....	Property Assessor's Office			Total: 5	469.01
52310	351	Rentals	2019-09-12	1010265455	Canon Solutions America, Inc	108.58
52310	351	Rentals	2019-09-19	1010265515	Canon Solutions America, Inc	108.58
52310	.....	Reappraisal Program			Total: 2	217.16
52400	307	Communication	2019-09-05	1010265396	Century Link/Business Services	0.05
52400	334	Maintenance Agreements	2019-09-19	1010265545	Sturgis Web Services	900.00
52400	334	Maintenance Agreements	2019-09-26	1010265583	Sturgis Web Services	900.00
52400	351	Rentals	2019-09-12	1010265455	Canon Solutions America, Inc	117.42
52400	435	Office Supplies	2019-09-12	1010265465	English Mountain Spring Water	13.00
52400	435	Office Supplies	2019-09-26	1010265552	Acme Printing Company, Inc	68.00
52400	435	Office Supplies	2019-09-26	1010265564	Evans Office Supply Co	905.96
52400	.....	County Trustee's Office			Total: 7	2,904.43
52500	307	Communication	2019-09-05	1010265396	Century Link/Business Services	12.30
52500	307	Communication	2019-09-05	1010265446	Verizon Wireless	99.30
52500	307	Communication	2019-09-12	1010265450	AT&T	41.18
52500	349	Printing, Stationery And Forms	2019-09-12	1010265459	Citizen Tribune	33.73
52500	351	Rentals	2019-09-12	1010265455	Canon Solutions America, Inc	147.75
52500	355	Travel	2019-09-12	1010265461	Conway, Sharon L	76.19
52500	435	Office Supplies	2019-09-12	1010265465	English Mountain Spring Water	33.00
52500	435	Office Supplies	2019-09-12	1010265505	Suntrust Bankcard, NA	30.49
52500	709	Data Processing Equipment	2019-09-12	1010265454	Business Information Systems	0.00
52500	.....	County Clerk's Office			Total: 9	473.94
52600	307	Communication	2019-09-12	1010265501	Verizon Wireless	26.65
52600	312	Contracts With Private Agencies	2019-09-05	1010265404	Foothills Netcom, Inc.	142.50
52600	312	Contracts With Private Agencies	2019-09-19	1010265536	MUS Fibernet	291.90
52600	312	Contracts With Private Agencies	2019-09-26	1010265565	Foothills Netcom, Inc.	241.58
52600	317	Data Processing Services	2019-09-19	1010265536	MUS Fibernet	464.10
52600	317	Data Processing Services	2019-09-26	1010265589	Tucker, Robert	69.99
52600	709	Data Processing Equipment	2019-09-05	1010265415	Home Depot Credit Services	28.83
52600	709	Data Processing Equipment	2019-09-05	1010265420	Lowe's	93.00
52600	.....	Data Processing			Total: 8	1,358.55
52900	307	Communication	2019-09-05	1010265396	Century Link/Business Services	2.36
52900	307	Communication	2019-09-12	1010265450	AT&T	404.63

COMMISSION APPROVAL LISTING
MONTHLY CHECKS

Fund: 101 Gen Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
52900	317	Data Processing Services	2019-09-05	1010265428	MUS Fibernet	114.45
52900	330	Operating Lease Payments	2019-09-26	1010265579	Sawyer, Mark	2,100.00
52900	335	Maintenance And Repair Service - Buildings	2019-09-12	1010265468	Fish Window Cleaning	27.00
52900	351	Rentals	2019-09-12	1010265493	Thermocopy Of Tennessee	19.00
52900	351	Rentals	2019-09-12	1010265503	Waste Industries/102 Tidiwaste	49.97
52900	351	Rentals	2019-09-26	1010265585	Thermocopy Of Tennessee	64.41
52900	415	Electricity	2019-09-05	1010265427	Morristown Utilities	776.00
52900	435	Office Supplies	2019-09-12	1010265465	English Mountain Spring Water	17.62
52900	435	Office Supplies	2019-09-26	1010265557	Business Information Systems	458.87
52900	435	Office Supplies	2019-09-26	1010265564	Evans Office Supply Co	16.95
52900	.....	Other Finance			Total: 12	4,051.26
53100	194	Jury And Witness Expense	2019-09-26	1010265592	Akard, William Carter	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265593	Austin, Karla Meyers	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265594	Bragg, Dexter Freddie	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265595	Brooks, Charlene Goins	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265596	Byrd, Ronald Wayne	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265597	Dalton, Tammy Marie	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265598	Johnson, Christopher Scott	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265599	McFall, Jaron Mooda	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265600	Moore, Lola Jane	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265601	MOORE, SAM	25.00
53100	194	Jury And Witness Expense	2019-09-26	1010265602	Moses, Douglas W	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265603	Painter, Melinda Elizabeth	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265604	Raber, Michael William	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265605	Reed, Susan Jean	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265606	Roark, Robin Eugenia	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265607	Rucker, Dorothy Collins	20.00
53100	194	Jury And Witness Expense	2019-09-26	1010265608	Shepard, Clifford George	20.00
53100	307	Communication	2019-09-05	1010265396	Century Link/Business Services	15.67
53100	307	Communication	2019-09-05	1010265446	Verizon Wireless	61.60
53100	307	Communication	2019-09-12	1010265450	AT&T	41.26
53100	320	Dues And Memberships	2019-09-26	1010265590	UT County Technical Assistance Service	100.00
53100	332	Legal Notices, Recording And Court Costs	2019-09-12	1010265459	Citizen Tribune	64.07
53100	349	Printing, Stationery And Forms	2019-09-12	1010265462	County Record Services	1,147.35
53100	349	Printing, Stationery And Forms	2019-09-12	1010265491	Shred-It	13.56
53100	351	Rentals	2019-09-12	1010265455	Canon Solutions America, Inc	457.95
53100	351	Rentals	2019-09-12	1010265486	Pitney Bowes	339.00
53100	435	Office Supplies	2019-09-12	1010265505	Suntrust Bankcard, NA	113.91
53100	435	Office Supplies	2019-09-26	1010265564	Evans Office Supply Co	1,122.43
53100	.....	Circuit Court			Total: 28	3,821.80
53300	307	Communication	2019-09-05	1010265396	Century Link/Business Services	4.38

COMMISSION APPROVAL LISTING
MONTHLY CHECKS

Fund: 101 General Fund #101

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
53300	307	Communication	2019-09-12	1010265450	AT&T	20.59
53300	320	Dues And Memberships	2019-09-09	1010265448	TN General Sessions Judges Conference	200.00
53300	351	Rentals	2019-09-19	1010265515	Canon Solutions America, Inc	84.70
53300	355	Travel	2019-09-19	1010265517	Collins, Wayne Douglas	626.26
53300	355	Travel	2019-09-26	1010265581	Snider, Janice	359.22
53300	435	Office Supplies	2019-09-12	1010265465	English Mountain Spring Water	49.00
53300	.....	General Sessions Court			Total: 7	1,344.15
53330	307	Communication	2019-09-05	1010265446	Verizon Wireless	206.40
53330	307	Communication	2019-09-12	1010265450	AT&T	41.25
53330	322	Evaluation And Testing	2019-09-12	1010265479	Medtox Laboratories Inc	55.15
53330	351	Rentals	2019-09-12	1010265455	Canon Solutions America, Inc	117.42
53330	355	Travel	2019-09-12	1010265473	Horton, Barbara R	147.00
53330	355	Travel	2019-09-12	1010265480	Miller, Ben	147.00
53330	355	Travel	2019-09-12	1010265505	Suntrust Bankcard, NA	450.36
53330	425	Gasoline	2019-09-12	1010265470	Fuelman	45.48
53330	435	Office Supplies	2019-09-12	1010265465	English Mountain Spring Water	13.00
53330	.....	Drug Court			Total: 9	1,223.06
53400	307	Communication	2019-09-05	1010265396	Century Link/Business Services	8.16
53400	307	Communication	2019-09-12	1010265450	AT&T	20.59
53400	348	Postal Charges	2019-09-26	1010265561	County Record Services	1,723.52
53400	351	Rentals	2019-09-12	1010265455	Canon Solutions America, Inc	147.75
53400	355	Travel	2019-09-12	1010265470	Fuelman	24.30
53400	435	Office Supplies	2019-09-05	1010265397	County Record Services	828.60
53400	435	Office Supplies	2019-09-12	1010265465	English Mountain Spring Water	13.00
53400	524	In Service/Staff Development	2019-09-26	1010265590	UT County Technical Assistance Service	300.00
53400	.....	Chancery Court			Total: 8	3,065.92
53500	307	Communication	2019-09-05	1010265396	Century Link/Business Services	2.19
53500	307	Communication	2019-09-05	1010265446	Verizon Wireless	43.37
53500	351	Rentals	2019-09-12	1010265455	Canon Solutions America, Inc	117.42
53500	422	Food Supplies	2019-09-12	1010265465	English Mountain Spring Water	20.00
53500	422	Food Supplies	2019-09-26	1010265591	Walmart Community BRC	274.04
53500	425	Gasoline	2019-09-12	1010265470	Fuelman	28.12
53500	435	Office Supplies	2019-09-05	1010265401	Evans Office Supply Co	104.40
53500	.....	Juvenile Court			Total: 7	589.54
53920	355	Travel	2019-09-26	1010265562	Davis, Donald R	82.50
53920	355	Travel	2019-09-26	1010265569	Harris, Todd J	82.50
53920	451	Uniforms	2019-09-05	1010265407	Gall's Inc	430.00
53920	451	Uniforms	2019-09-12	1010265507	Suntrust Bankcard, NA	94.49
53920	716	Law Enforcement Equipment	2019-09-12	1010265505	Suntrust Bankcard, NA	125.95

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 Gen Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
53920	.....	Courtroom Security				815.44
					Total: 5	
54110	307	Communication	2019-09-05	1010265396	Century Link/Business Services	74.59
54110	307	Communication	2019-09-05	1010265446	Verizon Wireless	1,772.36
54110	307	Communication	2019-09-12	1010265450	AT&T	104.13
54110	307	Communication	2019-09-12	1010265505	Suntrust Bankcard, NA	87.85
54110	307	Communication	2019-09-19	1010265548	Verizon Wireless	1,818.67
54110	320	Dues And Memberships	2019-09-19	1010265537	National Narcotic Detector Dog	80.00
54110	334	Maintenance Agreements	2019-09-12	1010265489	ROCIC	300.00
54110	336	Maintenance And Repair Services - Equipment	2019-09-12	1010265507	Suntrust Bankcard, NA	193.85
54110	338	Maintenance And Repair Services - Vehicles	2019-09-05	1010265399	Drinnon, Kenny	128.04
54110	338	Maintenance And Repair Services - Vehicles	2019-09-05	1010265425	Morristown Chevrolet	325.66
54110	338	Maintenance And Repair Services - Vehicles	2019-09-05	1010265426	Morristown Ford	2,009.13
54110	338	Maintenance And Repair Services - Vehicles	2019-09-05	1010265445	Ultimate Shine 3 Minute Express Car Wash	210.00
54110	338	Maintenance And Repair Services - Vehicles	2019-09-12	1010265466	Farris Jeep Ram Chrysler Dodge	7,348.29
54110	338	Maintenance And Repair Services - Vehicles	2019-09-19	1010265546	Synergy Auto Wash	357.04
54110	348	Postal Charges	2019-09-12	1010265467	Federal Express	85.15
54110	349	Printing, Stationery And Forms	2019-09-26	1010265578	R Chatfield Co, Inc	110.00
54110	349	Printing, Stationery And Forms	2019-09-26	1010265588	Tricor	339.00
54110	351	Rentals	2019-09-12	1010265455	Canon Solutions America, Inc	173.21
54110	351	Rentals	2019-09-12	1010265486	Pitney Bowes	339.00
54110	353	Towing Services	2019-09-05	1010265439	Tipton, Ronald	125.00
54110	355	Travel	2019-09-05	1010265409	Haag, Steven Earl	82.50
54110	355	Travel	2019-09-05	1010265412	Hart, Dj	213.50
54110	355	Travel	2019-09-05	1010265416	Ingram, Eddie	82.50
54110	355	Travel	2019-09-05	1010265421	Marsee, Joshua Steven	213.50
54110	355	Travel	2019-09-12	1010265506	Suntrust Bankcard, NA	227.93
54110	355	Travel	2019-09-12	1010265507	Suntrust Bankcard, NA	581.36
54110	355	Travel	2019-09-19	1010265529	Ingram, Jodi	137.50
54110	355	Travel	2019-09-19	1010265542	Sipe, Kimberly C	137.50
54110	399	Other Contracted Services	2019-09-05	1010265442	Transunion Risk & Alternative	68.40
54110	399	Other Contracted Services	2019-09-19	1010265535	Murrell Burglar Alarm Co Inc	29.00
54110	425	Gasoline	2019-09-05	1010265406	Fuelman	9,761.12
54110	431	Law Enforcement Supplies	2019-09-12	1010265505	Suntrust Bankcard, NA	57.60
54110	433	Lubricants	2019-09-05	1010265425	Morristown Chevrolet	73.31
54110	433	Lubricants	2019-09-05	1010265426	Morristown Ford	128.83
54110	433	Lubricants	2019-09-12	1010265466	Farris Jeep Ram Chrysler Dodge	194.05
54110	435	Office Supplies	2019-09-12	1010265505	Suntrust Bankcard, NA	87.12
54110	435	Office Supplies	2019-09-12	1010265507	Suntrust Bankcard, NA	87.05
54110	435	Office Supplies	2019-09-26	1010265564	Evans Office Supply Co	2,058.14
54110	451	Uniforms	2019-09-12	1010265506	Suntrust Bankcard, NA	29.24
54110	499	Other Supplies And Materials	2019-09-05	1010265405	Foremost Promotions	492.16
54110	499	Other Supplies And Materials	2019-09-05	1010265429	OMG National	940.22

October 24 2019

COMMISSION APPROVAL LISTING
MONTHLY CHECKS

Fund: 101 Gen Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
54110	499	Other Supplies And Materials	2019-09-12	1010265506	Suntrust Bankcard, NA	152.69
54110	499	Other Supplies And Materials	2019-09-19	1010265531	Jarnagin, Esco Ray	19.95
54110	499	Other Supplies And Materials	2019-09-26	1010265591	Walmart Community BRC	168.72
54110	524	In Service/Staff Development	2019-09-12	1010265497	TN Narcotic Officers Association	550.00
54110	524	In Service/Staff Development	2019-09-26	1010265587	TN Law Enforcement Training Officers Associator	1,125.00
54110	599	Other Charges	2019-09-05	1010265410	Hamblen County Boat Dock, Inc	100.00
54110	599	Other Charges	2019-09-05	1010265411	Hamblen County Clerk	19.50
54110	599	Other Charges	2019-09-05	1010265433	Shred-It	20.34
54110	599	Other Charges	2019-09-12	1010265465	English Mountain Spring Water	20.00
54110	599	Other Charges	2019-09-12	1010265500	Vaughn, Teri Beth	10.00
54110	599	Other Charges	2019-09-12	1010265505	Suntrust Bankcard, NA	51.98
54110	599	Other Charges	2019-09-19	1010265520	ETHRA, Inc.	1,000.00
54110	716	Law Enforcement Equipment	2019-09-12	1010265452	Axon Enterprise, Inc.	5,700.00
54110	716	Law Enforcement Equipment	2019-09-12	1010265505	Suntrust Bankcard, NA	163.03
54110	716	Law Enforcement Equipment	2019-09-26	1010265555	Axon Enterprise, Inc.	3,482.00
54110	716	Law Enforcement Equipment	2019-09-26	1010265576	Murrell Burglar Alarm Co Inc	436.00
54110	.....	Sheriff's Department				
				Total:	57	45,572.61
5416	309	Contracts With Government Agencies	2019-09-12	1010265495	TN Bureau Of Investigation	100.00
5416	.....	Administration Of The Sexual Offender Registry				
				Total:	1	100.00
5421	334	Maintenance Agreements	2019-09-05	1010265436	South Western Comm, Inc	4,780.00
5421	335	Maintenance And Repair Service - Buildings	2019-09-05	1010265402	Fastenal Company	74.46
5421	335	Maintenance And Repair Service - Buildings	2019-09-05	1010265403	Fenco Supply Co	1,313.92
5421	335	Maintenance And Repair Service - Buildings	2019-09-05	1010265420	Lowe's	168.11
5421	335	Maintenance And Repair Service - Buildings	2019-09-05	1010265447	Waddell, Bill	325.00
5421	335	Maintenance And Repair Service - Buildings	2019-09-12	1010265478	Lawson, Mathew	70.00
5421	335	Maintenance And Repair Service - Buildings	2019-09-12	1010265494	TMS - Marlin	1,944.04
5421	335	Maintenance And Repair Service - Buildings	2019-09-19	1010265549	Waddell, Bill	175.00
5421	335	Maintenance And Repair Service - Buildings	2019-09-19	1010265541	Trane Co	1,346.30
5421	336	Maintenance And Repair Services - Equipment	2019-09-05	1010265441	Trane Co	52,998.65
5421	340	Medical And Dental Services	2019-09-12	1010265492	Southern Health Partners	
5421	340	Medical And Dental Services	2019-09-19	1010265512	American Esoteric Laboratories	287.50
5421	340	Medical And Dental Services	2019-09-19	1010265516	Cherokee Health Systems	447.30
5421	340	Medical And Dental Services	2019-09-19	1010265518	East TN Center for Orthopaedic Excellence	131.81
5421	340	Medical And Dental Services	2019-09-19	1010265519	East TN Spine & Orthopaedic Specialists	657.56
5421	340	Medical And Dental Services	2019-09-19	1010265521	Hamblen Anesthesia	468.00
5421	340	Medical And Dental Services	2019-09-19	1010265527	High, William R	180.00
5421	340	Medical And Dental Services	2019-09-19	1010265533	Mobile Images Acquisition LLC	3,275.00
5421	340	Medical And Dental Services	2019-09-19	1010265534	Morristown-Hamblen Hospital	6,929.99
5421	340	Medical And Dental Services	2019-09-19	1010265543	Siva T Maran, Md, Mrcp	75.00
5421	340	Medical And Dental Services	2019-09-19	1010265547	University Radiology	1,635.90
5421	340	Medical And Dental Services	2019-09-26	1010265566	Fort Sanders Perinatal Center	647.00
5421	340	Medical And Dental Services	2019-09-26	1010265582	Southern Health Partners	679.83

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**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #101

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
54210	351	Rentals	2019-09-12	1010265455	Canon Solutions America, Inc	147.75
54210	355	Travel	2019-09-12	1010265507	Suntrust Bankcard, NA	2,658.82
54210	410	Custodial Supplies	2019-09-05	1010265417	Kelsan Inc	4,245.88
54210	410	Custodial Supplies	2019-09-12	1010265503	Waste Industries/102 Tidwaste	632.09
54210	422	Food Supplies	2019-09-05	1010265443	Trinity Services Group, Inc.	34,507.98
54210	422	Food Supplies	2019-09-26	1010265591	Walmart Community BRC	12.26
54210	435	Office Supplies	2019-09-26	1010265564	Evans Office Supply Co	352.98
54210	435	Office Supplies	2019-09-26	1010265578	R Chatfield Co, Inc	550.00
54210	441	Prisoners Clothing	2019-09-26	1010265556	Bob Barker Company, Inc	2,289.56
54210	451	Uniforms	2019-09-05	1010265444	TruBlu Tactical Police Supply	0.00
54210	599	Other Charges	2019-09-12	1010265491	Shred-It	20.34
54210	599	Other Charges	2019-09-12	1010265504	Suntrust Bankcard, NA	209.98
54210	599	Other Charges	2019-09-26	1010265556	Bob Barker Company, Inc	1,185.16
54210	710	Food Service Equipment	2019-09-26	1010265556	Bob Barker Company, Inc	193.21
54210	716	Law Enforcement Equipment	2019-09-12	1010265453	Blackfox, LLC	450.00
54210	716	Law Enforcement Equipment	2019-09-26	1010265576	Murrell Burglar Alarm Co Inc	436.00
54210	.....	Jail			Total: 38	126,502.38
54250	307	Communication	2019-09-05	1010265396	Century Link/Business Services	7.28
54250	307	Communication	2019-09-12	1010265501	Verizon Wireless	81.85
54250	338	Maintenance And Repair Services - Vehicles	2019-09-12	1010265484	NAPA Auto Parts Of Morristown	7.82
54250	399	Other Contracted Services	2019-09-19	1010265544	Stepping Out Ministries	640.00
54250	425	Gasoline	2019-09-12	1010265470	Fuelman	292.04
54250	.....	Work Release Program			Total: 5	1,028.99
54310	316	Contributions	2019-09-19	1010265538	North Hamblen County VFD	27,500.00
54310	.....	Fire Prevention And Control			Total: 1	27,500.00
54410	307	Communication	2019-09-05	1010265391	Bell, Chris E	56.00
54410	338	Maintenance And Repair Services - Vehicles	2019-09-19	1010265550	Suntrust Bankcard, NA	27.97
54410	338	Maintenance And Repair Services - Vehicles	2019-09-26	1010265571	Jerry's Automotive	50.00
54410	425	Gasoline	2019-09-12	1010265470	Fuelman	424.45
54410	451	Uniforms	2019-09-19	1010265540	Screen Designs By Sheila	70.00
54410	599	Other Charges	2019-09-12	1010265469	Food City	7.98
54410	599	Other Charges	2019-09-12	1010265501	Verizon Wireless	34.00
54410	599	Other Charges	2019-09-19	1010265532	Martin, Tyler	25.00
54410	599	Other Charges	2019-09-19	1010265550	Suntrust Bankcard, NA	6.41
54410	599	Other Charges	2019-09-26	1010265564	Evans Office Supply Co	32.50
54410	.....	Civil Defense			Total: 10	734.31
54610	312	Contracts With Private Agencies	2019-09-05	1010265388	Axis Forensic Toxicology, Inc.	320.00
54610	312	Contracts With Private Agencies	2019-09-05	1010265408	Giles, Todd E	160.00
54610	312	Contracts With Private Agencies	2019-09-05	1010265414	Holt, Jeffrey E.	200.00

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**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #101

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
54610	312	Contracts With Private Agencies	2019-09-05	1010265418	Kreceman, John F	250.00
54610	312	Contracts With Private Agencies	2019-09-05	1010265423	Mayes Mortuary	400.00
54610	312	Contracts With Private Agencies	2019-09-05	1010265430	Peoples, Jimmy W	200.00
54610	312	Contracts With Private Agencies	2019-09-05	1010265437	Thompson, Claude, JR	560.00
54610	312	Contracts With Private Agencies	2019-09-05	1010265438	Thompson, Tom C, MD	2,083.33
54610	312	Contracts With Private Agencies	2019-09-12	1010265477	Knox County Medical Examiner	7,400.00
54610	312	Contracts With Private Agencies	2019-09-12	1010265482	Morristown-Hamblen EMS	50.00
54610	312	Contracts With Private Agencies	2019-09-26	1010265554	Axis Forensic Toxicology, Inc.	320.00
54610	399	Other Contracted Services	2019-09-05	1010265398	Davis, Eddie	750.00
54610	435	Office Supplies	2019-09-12	1010265490	Rogers, Alice R	234.00
54610	.....	County Coroner/Medical Examiner				Total: 13
						12,927.33
55110	309	Contracts With Government Agencies	2019-09-05	1010265396	Century Link/Business Services	70.14
55110	309	Contracts With Government Agencies	2019-09-12	1010265450	AT&T	261.17
55110	309	Contracts With Government Agencies	2019-09-12	1010265464	English Mountain Coffee	269.40
55110	309	Contracts With Government Agencies	2019-09-19	1010265513	Atmos Energy	68.61
55110	309	Contracts With Government Agencies	2019-09-19	1010265515	Canon Solutions America, Inc	16.94
55110	309	Contracts With Government Agencies	2019-09-19	1010265536	MUS Fibernet	12.00
55110	309	Contracts With Government Agencies	2019-09-19	1010265539	Roberts Cleaning Company	1,950.00
55110	309	Contracts With Government Agencies	2019-09-26	1010265575	Morristown Utilities	2,314.00
55110	355	Travel	2019-09-05	1010265387	Aguilar, Caroline M	44.18
55110	355	Travel	2019-09-05	1010265390	Becerra, Michele L	82.25
55110	355	Travel	2019-09-05	1010265422	Mathes, Aliana A.	17.86
55110	355	Travel	2019-09-05	1010265424	Miller, Myra G.	85.54
55110	355	Travel	2019-09-05	1010265432	Rodriguez, Kawaela S	42.30
55110	355	Travel	2019-09-05	1010265435	Smith, Kim	45.59
55110	399	Other Contracted Services	2019-09-12	1010265459	Citizen Tribune	729.00
55110	.....	Local Health Center				Total: 15
						6,008.98
55590	316	Contributions	2019-09-19	1010265526	Helen Ross McNabb Center	85.00
55590	.....	Other Local Welfare Services				Total: 1
						85.00
56700	307	Communication	2019-09-05	1010265428	MUS Fibernet	123.98
56700	307	Communication	2019-09-05	1010265446	Verizon Wireless	51.60
56700	336	Maintenance And Repair Services - Equipment	2019-09-05	1010265419	Lane Sales Power Equipment	162.84
56700	338	Maintenance And Repair Services - Vehicles	2019-09-05	1010265431	Porter's Tire Store	10.00
56700	410	Custodial Supplies	2019-09-05	1010265417	Kelsan Inc	321.02
56700	410	Custodial Supplies	2019-09-12	1010265503	Waste Industries/102 Tidwaste	481.17
56700	412	Diesel Fuel	2019-09-12	1010265502	Voyager Fleet Systems Inc	527.04
56700	415	Electricity	2019-09-12	1010265449	Appalachian Electric Co-Op	22.77
56700	415	Electricity	2019-09-12	1010265481	Morristown Utilities	4,586.00
56700	425	Gasoline	2019-09-12	1010265502	Voyager Fleet Systems Inc	638.36
56700	454	Water And Sewer	2019-09-12	1010265481	Morristown Utilities	3,141.00

October 2, 2019

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #101

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
56700	499	Other Supplies And Materials	2019-09-05	1010265420	Lowe's	338.45
56700	509	Refunds	2019-09-12	1010265508	Hamblen Co General Sessions	17.50
56700	599	Other Charges	2019-09-12	1010265465	English Mountain Spring Water	51.00
56700	.....	Parks And Fair Boards			Total: 14	10,472.73
56900	309	Contracts With Government Agencies	2019-09-19	1010265524	Hamblen County-Morristown Solid Waste	9,671.90
56900	.....	Other Social, Cultural And Recreational			Total: 1	9,671.90
57100	307	Communication	2019-09-05	1010265396	Century Link/Business Services	6.81
57100	355	Travel	2019-09-05	1010265413	Henry, Martha	8.46
57100	355	Travel	2019-09-19	1010265528	Hobbs, Elizabeth	16.92
57100	355	Travel	2019-09-19	1010265541	Singleton, Samanthia	39.48
57100	355	Travel	2019-09-26	1010265574	Long, Debra	95.88
57100	.....	Agricultural Extension Service			Total: 5	167.55
57800	321	Engineering Services	2019-09-19	1010265525	Harrison, T Clint	1,890.00
57800	429	Instructional Supplies And Materials	2019-09-05	1010265420	Lowe's	22.50
57800	.....	Storm Water Management			Total: 2	1,912.50
58300	307	Communication	2019-09-05	1010265396	Century Link/Business Services	6.67
58300	.....	Veterans' Services			Total: 1	6.67
58600	299	Other Fringe Benefits	2019-09-19	1010265523	Hamblen County Government	175.00
58600	513	Worker's Compensation Insurance	2019-09-12	1010265472	Healthstar Physicians, Inc	84.00
58600	515	Liability Claims	2019-09-12	1010265498	Travelers	8,497.60
58600	.....	Employee Benefits			Total: 3	8,756.60
91130	716	Law Enforcement Equipment	2019-09-05	1010265389	Axon Enterprise, Inc.	7,282.00
91130	.....	Public Safety Projects			Total: 1	7,282.00
91150	717	Maintenance Equipment	2019-09-05	1010265419	Lane Sales Power Equipment	13,900.00
91150	718	Motor Vehicles	2019-09-26	1010265553	Atlanta Luxury Motors Mall of GA	19,700.00
91150	.....	Social, Cultural And Recreation Projects			Total: 2	33,600.00

Total of checks for General Fund #101

369,724.15

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 116 Solid Waste/Sanitation Fund #(116)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
55710	202	Handling Charges & Administrative Costs	2019-09-12	1160023795	Healthstar Physicians, Inc	28.00
55710	299	Other Fringe Benefits	2019-09-19	1160023803	Hamblen County Government	37.50
55710	336	Maintenance And Repair Services - Equipment	2019-09-05	1160023788	NAPA Auto Parts Of Morristown	1,566.66
55710	336	Maintenance And Repair Services - Equipment	2019-09-05	1160023789	Premier Truck Group	673.96
55710	336	Maintenance And Repair Services - Equipment	2019-09-12	1160023797	Triad Freightliner	805.74
55710	336	Maintenance And Repair Services - Equipment	2019-09-12	1160023799	Worldwide Equip/Volunteervolvo	233.42
55710	336	Maintenance And Repair Services - Equipment	2019-09-19	1160023801	Clarke Power Services, Inc	2,007.40
55710	336	Maintenance And Repair Services - Equipment	2019-09-19	1160023805	Overhead Door Co Of Knoxville	351.57
55710	359	Disposal Fees	2019-09-12	1160023794	Hamblen County-Morristown Solid Waste	81,505.40
55710	412	Diesel Fuel	2019-09-05	1160023787	Fuelman	11,615.29
55710	425	Gasoline	2019-09-05	1160023787	Fuelman	261.00
55710	433	Lubricants	2019-09-12	1160023798	Universal Total Lubricants, Inc.	1,226.40
55710	450	Tires And Tubes	2019-09-12	1160023793	Goforth Tire & Auto, Inc	24,585.60
55710	451	Uniforms	2019-09-12	1160023792	Cintas Corp., Loc. 207	626.52
55710	499	Other Supplies And Materials	2019-09-05	1160023786	Big M Janitorial	927.80
55710	499	Other Supplies And Materials	2019-09-12	1160023790	American Welding & Gas	498.78
55710	499	Other Supplies And Materials	2019-09-19	1160023804	Kennedy, Thomas A.	101.90
55710	499	Other Supplies And Materials	2019-09-19	1160023806	UniFirst First Aid Corp	70.18
55710	499	Other Supplies And Materials	2019-09-26	1160023808	Elliott Boots	100.00
55710	499	Other Supplies And Materials	2019-09-26	1160023810	Taber, James	343.50
55710	.....	Sanitation Management			Total: 20	127,566.62

October 24, 2019

Total of checks for Solid Waste/Sanitation Fund #(116) 127,566.62

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 131 Highway Public Works Fund (#131)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
						76.95
61000	307	Communication	2019-09-05	1313042532	Comcast Cable	187.02
61000	307	Communication	2019-09-05	1313042540	Verizon Wireless	84.46
61000	307	Communication	2019-09-12	1313042542	AT&T	135.00
61000	317	Data Processing Services	2019-09-05	1313042531	CDC Holdings	92.00
61000	331	Legal Services	2019-09-12	1313042545	Capps, Cantwell, Capps & Byrd	786.14
61000	415	Electricity	2019-09-26	1313042565	Holston Electric Cooperative	99.49
61000	435	Office Supplies	2019-09-26	1313042564	Evans Office Supply Co	77.00
61000	454	Water and Sewer	2019-09-19	1313042560	Morristown Utilities	80.00
61000	599	Other Charges	2019-09-05	1313042536	Lakeway Fire Protection, Inc	82.50
61000	599	Other Charges	2019-09-12	1313042547	First Impression Printing	152.64
61000	599	Other Charges	2019-09-12	1313042552	Suntrust Bankcard, NA	100.00
61000	599	Other Charges	2019-09-26	1313042563	Elliott Boots	1,953.20
61000	.....	Administration			Total: 12	1,953.20
62000	404	Asphalt - Hot Mix	2019-09-12	1313042543	Blalock & Sons Inc	3,061.28
62000	404	Asphalt - Hot Mix	2019-09-12	1313042550	Newport Paving & Ready Mix	8,551.87
62000	404	Asphalt - Hot Mix	2019-09-19	1313042558	Apac Atlantic, Inc	8,660.47
62000	409	Crushed Stone	2019-09-12	1313042554	Vulcan Materials Company	5,839.86
62000	426	General Construction Materials	2019-09-05	1313042539	Smoky Mountain Farmers Co-Op	213.00
62000	451	Uniforms	2019-09-12	1313042546	Cintas Corp., Loc. 207	309.76
62000	467	Fencing	2019-09-19	1313042561	Roadway Solutions LLC	2,550.00
62000	.....	Highway And Bridge Maintenance			Total: 7	29,186.24
63100	412	Diesel Fuel	2019-09-05	1313042533	Fuelman	2,176.61
63100	416	Equipment Parts - Heavy	2019-09-05	1313042534	Interstate Battery System	286.85
63100	416	Equipment Parts - Heavy	2019-09-05	1313042535	Interstate Tractor	187.26
63100	416	Equipment Parts - Heavy	2019-09-05	1313042538	NAPA Auto Parts Of Morristown	1,767.82
63100	416	Equipment Parts - Heavy	2019-09-05	1313042538	NAPA Auto Parts Of Morristown	458.25
63100	416	Equipment Parts - Heavy	2019-09-26	1313042566	Meade Tractor	772.90
63100	424	Garage Supplies	2019-09-12	1313042541	American Welding & Gas Inc.	503.64
63100	424	Garage Supplies	2019-09-12	1313042551	Safety-Kleen Systems, Inc	1,504.06
63100	425	Gasoline	2019-09-05	1313042533	Fuelman	133.13
63100	425	Gasoline	2019-09-12	1313042544	BP	14,952.66
63100	450	Tires And Tubes	2019-09-12	1313042548	Goforth Tire & Auto, Inc	242.20
63100	499	Other Supplies And Materials	2019-09-05	1313042537	Lane Sales Power Equipment	22,985.38
63100	.....	Operation And Maintenance Of Equipment			Total: 11	22,985.38
68000	714	Highway Equipment	2019-09-12	1313042555	Wilson, Issac	6,795.00
68000	714	Highway Equipment	2019-09-19	1313042562	Wilson, Issac	6,120.00
68000	.....	Capital Outlay			Total: 2	12,915.00

Total Checks for Highway/Public Works Fund (#131) **67,039.82**

Budget Amendment- Fund #101 County Commission/ Other Facilities

Motion by Randy DeBord, seconded by Chris Cutshaw to approve the budget amendment for
Fund #101 County Commission/ Other Facilities \$2,989

0/24/2019 7:29:14 PM RollCall Systems, Inc.



10.b.1. County Commission/Other Facilities

Fund #101 County Commission/ Other \$2,989

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes



TENNESSEE
Hamblen County
 SERVICE • COMMUNITY • INDUSTRY
 OFFICE OF THE MAYOR

Hamblen County Commission

Month September Year 2019

Fund #10i

DEPT: County Commission / Other Facilities

Account Number	Description	Increase	Increase
	INCREASE APPROPRIATIONS:		
51100.599	County Commission - Other Charges	\$ 1,937.00	
51810.717	Other Facilities	\$ 1,052.00	
	INCREASE REVENUE		
44530	Sale of Equipment		\$ 2,989.00

Brief Descriptions of issue:
 To increase appropriations and revenue relating to the sale of various surplus items through GovDeals.

Signature: *J. Herrell*
 Title: Accounting Assistant
 Date: 10/2/19

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment: _____
 Date: _____

Budget Amendment- Fund #101 Jail

Motion by Randy DeBord, seconded by Thomas Doty to approve the budget amendment for

Fund #101 Jail for \$732

02/24/2019 7:29:44 PM RollCall Systems, Inc.



10.b.2. Jail

Fund#101 Jail \$732

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes



TENNESSEE
Hamblen County
 SERVICE - COMMUNITY - INDUSTRY
 OFFICE OF THE MAYOR

Hamblen County Commission

Month September Year 2019

Fund #101 DEPT: Jail

Account Number	Description	Increase	Increase
	INCREASE APPROPRIATIONS:		
54210.710	Food Service Equipment	\$ 732.00	
	INCREASE REVENUE		
44530	Sale of Equipment		\$ 732.00

Brief Descriptions of issue:
 To increase appropriations and revenue relating to the sale of various surplus items in the jail kitchen.

Signature: *Dawn Hammond*
 Title: *Executive Assistant*
 Date: *9-30-19*

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment: _____
 Date: _____

Budget Amendment- Fund #101 Social, Cultural, and Recreational Projects

Motion by Randy DeBord, seconded by Mike Minnich to approve the budget amendment for Fund #101 Social, Cultural, and Recreational Project for \$3,145

0/24/2019 7:30:26 PM RollCall Systems, Inc.



10.b.3. Social, Cultural, and Recreational Project

Fund #101 Social, Cultural, and Recreational Project \$3,145

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes



TENNESSEE
Hamblen County

SERVICE • COMMUNITY • INDUSTRY

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Hamblen County Commission

Month September Year 2019

Fund #101

DEPT: Social, Cultural, and Recreational Projects

Account Number	Description	Increase	Increase
	INCREASE APPROPRIATIONS:		
91150.717	Social, Cultural, and Recreation Projects Maintenance Equipment	\$ 1,400.00	
56700.791	Parks and Fair Boards Other Construction	\$ 1,745.00	
	INCREASE REVENUE		
44530	Sale of Equipment		\$ 3,145.00

Brief Descriptions of issue:
 To increase appropriations and revenue relating to the sale of Cherokee Park playground equipment

Signature: [Handwritten Signature]
 Title: Accounting Assistant
 Date: 10/2/19

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment: _____
 Date: _____

Budget Amendment- Fund #101 County Mayor

Motion by Randy DeBord, seconded by Jim Stepp to approve the budget amendment for
Fund #101 County Mayor for \$375

10/24/2019 7:30:54 PM RollCall Systems, Inc.



10.b.4. County Mayor

Fund #101 County Mayor \$375

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes



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Hamblen County
 SERVICE • COMMUNITY • INDUSTRY
 OFFICE OF THE MAYOR

Hamblen County Commission

Month September Year 2019

Fund #101

DEPT: County Mayor

Account Number	Description	Increase	Increase
	INCREASE APPROPRIATIONS:		
51300.355	Travel	\$ 375.00	
	INCREASE REVENUE		
44170	Miscellaneous Revenue		\$ 375.00

Brief Descriptions of Issue:

To record refund of a credit card payment to the County Mayor's Office and transfer the funds to the appropriate expenditure account where the payment was originally charged.

Signature: Bill Burtain

Title: County Mayor

Date: Sept 27, 2019

For Finance Department Only

Reviewed by: _____

Budget Amendment: _____

Date: _____

Budget Amendment- Fund #101 Sheriff's Department

Motion by Randy DeBord, seconded by Thomas Doty to approve the budget amendment for Fund #101 Sheriff's Department for \$13,472

0/24/2019 7:31:21 PM RollCall Systems, Inc.



10.b.5. Sheriff's Department

Fund #101 Sheriff's Department \$13,472

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes



TENNESSEE
Hamblen County
SERVICE • COMMUNITY • INDUSTRY
 OFFICE OF THE MAYOR

Hamblen County Commission

Month August Year 2019

Fund #101

DEPT: **Sheriff's Department**

Account Number	Description	Increase	Increase
	INCREASE APPROPRIATIONS:		
54110.716	Law Enforcement Equipment	\$13,472.00	
	INCREASE REVENUE		
47990	Other Direct Federal Revenue		\$13,472.00

Brief Descriptions of issue:
 To record payment of Justice Assistance Grant (JAG) awarded to Hamblen County and to transfer the funds to the appropriate expenditure account used to purchase a mobile forensic program.

Signature: [Handwritten Signature]
 Title: Executive Assistant
 Date: 9-27-19

For Finance Department Only: Reviewed by: _____ Budget Amendment: _____ Date: _____
--

Budget Amendment- Fund #101 Sheriff's Department

Motion by Randy DeBord, seconded by Bobby Haun to approve the budget amendment for Fund #101 Sheriff's Department for \$50

0/24/2019 7:31:51 PM RollCall Systems, Inc.



10.b.6. Sheriff's Department

Fund #101 Sheriff's Department \$50

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes



TENNESSEE
Hamblen County
 SERVICE · COMMUNITY · INDUSTRY
 OFFICE OF THE MAYOR

Hamblen County Commission

Month September Year 2019

Fund #101

DEPT: Sheriff's Department

Account Number	Description	Increase	Increase
	INCREASE APPROPRIATIONS:		
54110.451	Uniforms	\$ 50.00	
	INCREASE REVENUE		
48610	Donations		\$ 50.00

Brief Descriptions of issue:
 To increase appropriations and revenue relating to the donated funds received from the Republican Party of Hamblen County for Honor Guard uniforms

Signature: *Sarah Hammond*
 Title: *Executive Assistant*
 Date: *9-30-19*

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment: _____
 Date: _____

Budget Amendment- Fund #101 Geographical Information System

Motion by Randy DeBord, seconded by Thomas Doty to approve the budget amendment for Fund #101 Geographical Information System for \$1,500

0/24/2019 7:32:16 PM RollCall Systems, Inc.



10.b.7. Geographical Information System

Fund #101 Geographical Information System \$1,500

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes



TENNESSEE
Hamblen County
 SERVICE • COMMUNITY • INDUSTRY
 OFFICE OF THE MAYOR

Hamblen County Commission

Month September Year 2019

Fund #101

DEPT: Geographical Information Systems

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS: Geographical Information Systems		
51760.709	Data Processing Equipment	\$1,500.00	
	DECREASE FUND BALANCE: General Fund		
34990.5231	Reserved for Other General Purposes - Computerized Mapping		\$ 1,500.00

Brief Descriptions of issue:
 To appropriate funds for the purchase of a new computer for the Geographical Informational Systems Technician.

Signature: [Handwritten Signature]
 Title: GIS Tech
 Date: 10/9/19

For Finance Department Only
Reviewed by: _____
Budget Amendment: _____
Date: _____

Budget Amendment- Fund #151 Interfund Capital Outlay Note

Motion by Randy DeBord, seconded by Thomas Doty to approve the budget amendment for Fund #151 Interfund Capital Outlay Note for \$1,500,000

10/24/2019 7:33:47 PM RollCall Systems, Inc.

10b8 fund 151



VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes



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Hamblen County
 SERVICE • COMMUNITY • INDUSTRY
 OFFICE OF THE MAYOR

Hamblen County Commission

Month August Year 2019

Fund #151

DEPT: Fund151- Interfund Capital Outlay Note

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
99100.590	Transfers Out to Other Funds	\$ 1,500,000.00	
	DECREASE FUND BALANCE:		
34580	Restricted For Debt Service		\$ 1,500,000.00

Brief Descriptions of issue:
 To record a budget amendment for the transfer of funds from the General Debt Service Fund to the General Capital Projects Fund approved by Resolution 19-14 adopted by the Hamblen County Commission on August 22, 2019.
 This Resolution approved an interfund capital outlay note of \$1,500,000.

Signature: *Bell Butts*
 Title: County Mayor
 Date: 9-27-19

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment: _____
 Date: _____

Bid Award- New Commercial Grade Tractor for Cherokee Park

Motion by Randy DeBord, seconded by Jim Stepp to accept bid award from
Interstate Tractor, White Pine TN for \$25,500

02/24/2019 7:34:27 PM RollCall Systems, Inc.



10.c. New Commercial Grade Tractor

Bid Award- New Commercial Grade Tractor for Cherokee Park

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

Hamblen County, Tennessee Bid Tabulation

Bid Name: 2019 or Newer, Commercial Grade Tractor
Department: Cherokee Park
Date Bids Opened: 9/30/2019 @ 2:00p.m.
Finance Committee Review: 10/15/2019 @ 5:30p.m.
Co. Commission Review: 10/24/2019 @ 5:00p.m.

Bid Advertisement: Citizen Tribune Newspaper - Public Notice
 Citizen Tribune Newspaper (online) - Public Notice
 Hamblen County Government Website
 Emailed 4 Approved Vendors

Vendors Bidding

Item Detail	Tri-County Power Equipment <i>Jefferson City, TN</i>	Interstate Tractor <i>Whitepine, TN</i>	Ritchie Tractor <i>Knoxville, TN</i>
<i>Tractor</i>	<i>Make/Model</i>	<i>Make/Model</i>	<i>Make/Model</i>
	Kubota Model L3560 \$25,980.00	Massey Ferguson Model MF1740M \$25,500.00	John Deere Model #3039R \$26,500.00
<i>Front Loader</i>	<i>Make/Model</i>	<i>Make/Model</i>	<i>Make/Model</i>
	Kubota Model LA555 <i>Included in tractor price above</i>	Massey Ferguson Model DL125 <i>Included in tractor price above</i>	John Deere Model #300R <i>Included in tractor price above</i>
TOTAL COST: <i>(including warranty, delivery & training)</i>	\$25,980.00	\$25,500.00	\$26,500.00
Warranty:	Tractor: Basic - 24 months or 1500 hours, Limited Powertrain - 36 months or 2000 hours Loader: Basic - 24 months or 2000 hours	Tractor: Basic - 24 months, Powertrain - 60 months Loader: Basic - 12 months	Tractor: 24 months or 2000 hours Loader: 24 months
Exceptions:	None	None	Bucket width requested was 66" minimum...Bid received was for a 61" bucket

Recommendation from Frank Parker for Award:

Interstate Tractor - A) Low bid, B) Meets specifications needed

Bid Award- Asphalt Hotbox Trailer

Motion by Randy DeBord, seconded by Thomas Doty to accept bid award from
Public Works Equipment and Supply, Monroe, NC for \$41,366

24/2019 7:35:26 PM RollCall Systems, Inc.



10.d. Asphalt Hotbox Trailer

Bid Award - Asphalt Hotbox Trailer (2019-09)

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

Hamblen County, Tennessee Bid Tabulation

Bid Name:	Asphalt Hotbox Trailer (2019-09)	Citizen Tribune Newspaper - Public Notice
Department:	Highway Department	Citizen Tribune Newspaper Online
Date Bids Opened:	9/27/2019 @ 2:00p.m.	Hamblen County Government Website
Finance Committee Review:	10/15/2019 @ 5:30p.m.	Emailed 4 Approved Vendors
Co. Commission Review:	10/24/19 @ 5:00p.m.	

Vendors Bidding

Vendor	Bid Amount						Exceptions
Public Works Equipment & Supply Monroe, NC <i>Brand of Equipment:</i> K & M International Total Cost with Highlighted Options: \$ 41,366.00	Standard Equipment \$ 29,441.00	Option #1 Heated Tack Tank \$ 3,975.00	Option #2 Spray Tack Unit \$ 3,275.00	Option #3 Solvent Tank \$ 375.00	Option #4 Utility Hand Torch \$ 1,150.00	Option #5 Light Bar, Directional Arrows & Controller \$ 1,450.00	No
		Option #6 Strobe Light \$ 300.00	Option #7 Loading Hoist/Winch & Davit 12V Operation \$ 2,850.00	Option #8 Loading Hoist/Winch & Davit Manual Operation \$ 1,600.00	Option #9 Tool Rack \$ 290.00	Option #10 Spare Tire- Mounted \$ 525.00		Option #11 Spare Tire-Loose $ 260.00
	Stringfellow Inc. Nashville, TN <i>Brand of Equipment:</i> Falcon Total Cost with Highlighted Options: \$ 37,963.00	Standard Equipment \$ 28,676.00	Option #1 Heated Tack Tank \$ 3,398.00	Option #2 Spray Tack Unit \$ 3,081.00	Option #3 Solvent Tank \$ 363.00	Option #4 Utility Hand Torch \$ 473.00	
Option #6 Strobe Light \$ 423.00	Option #7 Loading Hoist/Winch & Davit 12V Operation \$ 974.00	Option #8 Loading Hoist/Winch & Davit Manual Operation \$ 674.00	Option #9 Tool Rack \$ 198.00	Option #10 Spare Tire- Mounted \$ 534.00	Option #11 Spare Tire-Loose \$ 233.00		

Recommendation from Barry Poole for Award:	1) Public Works Department & Supply 2) State recommended bid amount of equipment
---	---

Bid Award- Uniforms for Correctional Officers

Motion by Randy DeBord, seconded by Thomas Doty to accept bid award from Summit Uniforms, Knoxville TN for \$127.15 per uniform.

02/24/2019 7:35:50 PM RollCall Systems, Inc.



10.e. Uniforms for Correctional Officers

Bid Award - Uniforms for Correctional Officers

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

Hamblen County, Tennessee Bid Tabulation

Bid Name: Uniforms for Correctional Officers
(2019-10)

Department: Hamblen County Jail

Date Bids Opened: 10/8/2019 @ 2:00p.m.

Finance Committee Review: 10/15/2019

Co. Commission Review: 10/24/2019

Bid Advertisement:

Citizen Tribune Newspaper - Public Notice

Citizen Tribune Newspaper (online) - Public Notice

Hamblen County Government Website

Emailed 11 Approved Vendors

Item Detail	Vendors Bidding		
	Summit Uniforms Local Company	Summit Uniforms Local Company	Summit Uniforms Local Company
Long-Sleeve Base Shirt Color: Black Blauer Brand #8371 or Equivalent	\$44.94	\$46.99	\$44.08
Short-Sleeve Base Shirt Color: Black Blauer Brand #8372 or Equivalent	\$41.86	\$43.57	\$40.89
Tex Operational Trouser Color: OD Green Blauer Brand #8831 or Equivalent	\$40.35	\$42.92	\$40.24
Delivery Cost:	\$ -	UPS Charges	\$ -
Delivery Time:	14 Days	30-45 Days	30 Days
Exceptions Taken:	No	No	No

October 24, 2019

Recommendation from Lt. Hambrick for Award: Summit Uniforms - A) Local company; B) Delivery Time (14 days vs 30 days)

Convenience Center Bid

Motion by Randy DeBord, seconded by Tim Goins to award the bids for the gate to Sharp Fence Company for \$21,497 and the concrete pads and asphalt pavement to Hale Construction for \$68,500.

10/24/2019 7:36:25 PM RollCall Systems, Inc.

10.f. Convenience Center Bid



VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

Hamblen County, Tennessee - Bid Tabulations

Bid Names: Convenience Center Grant - New Gate, Concrete Pads & Asphalt Paving

Public Notice:

10/6/2019

Hamblen County Government Website

Citizen Tribune Newspaper & Online

Mandatory Pre-Bid On-Site Meeting:

10/11/2019 at 11:00am

* This project falls under the TDEC Grant # 32701-03726.

Date Bids Opened:

10/21/2019 at 2:00pm

Finance Committee Review:

10/15/2019 (notice in packet)

County Commission Review:

10/24/2019

Bid Tabulations - New Gate

Vendor:	New Gate	Total Bid	Does Vendor meet Bid Requirements:	Does Vendor have any Bid Exceptions:	Notes:
Hale Construction		\$ 23,627.00	Yes	No	
Lakeway Fence		\$ 21,860.00	Yes	No	
Sharp Fence		\$ 21,497.00	Yes	No	Lowest Bidder

Bid Tabulations - Concrete Pads & Asphalt Paving

Vendor:	Concrete Pad 45' x 12':	Concrete Pad 15' x 20'	Asphalt Pavement:	Total Bid	Does Vendor meet Bid Requirements:	Does Vendor have any Bid Exceptions:	Notes:
Hale Construction	\$ 12,162.00	\$ 8,259.00	\$ 52,621.00	\$ 68,500.00	Yes	No	Hale Construction bid a lower total of \$68,500.00 if awarded entire job.
Summers-Taylor, Inc.	\$ 17,820.00	\$ 10,800.00	\$ 47,360.00	\$ 75,980.00	Yes	No	

* Total lowest bids by category = \$67,781.00, which is \$719.00 lower than Hale Construction's \$68,500.00, but would require awarding work to two contractors.

Recommendation of Hamblen County →

* Award the Concrete Pads & Asphalt Paving bid to **Hale Construction** because awarding to one contractor avoids coordination difficulty and delays for completion.

* Award the New Gate bid to the lowest bidder, **Sharp Fence**.

Bid Requirements:

Copy of Vendor's W-9, Anti-Collusion & Iran Divestment Act.

Contract Term:

The contract period for this bid shall commence upon awarded bid. The Gate items shall be completed no later than 60 days of the issued Purchase Order Date. The Paving and Concrete items shall be completed no later than 90 days of the issued Purchase Order Date.

Pre-Bid Meeting Company Attendees:

East TN Turf & Landscape, Hale Construction, Summers-Taylor Inc., Trent Earthworks, Lakeway Fence, Sharp Fence and TN Fence Systems.

October 24, 2019

NOTIFICATION OF INVITATION TO BID

BID TABULATION WILL BE PRESENTED IN THE OCTOBER 24, 2019 COMMISSION MEETING PACKET.

Hamblen County Government is accepting sealed bids for Convenience Center – New Gate, Paving and Concrete Pads for Hamblen County / Morristown City Solid Waste Systems. This project is funded under a grant contract with the State of Tennessee.

- New-Gate
- Paving
- Concrete Pads (3)

BID TIMELINE

Bid Release	October 06, 2019	
Mandatory On-Site Meeting	October 11, 2019 @ 11:00am	
Bid Opening	October 21, 2019 @ 2:00pm	
Finance Committee Review	Notification only – October 15, 2019	
Legislative Body Award Approval	October 24, 2019	
Anticipated Notice of Award	October 25, 2019	

JB I Renewal Agreement /SCAAP Grant

Motion by Randy DeBord, seconded by Tim Goins to approve contracts with Justice Benefits, Inc. to administer SCAAP Grant.

0/24/2019 7:36:50 PM RollCall Systems, Inc.



10.g. JB I Renewal Agreement/ SCAAP Grant

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes



TENNESSEE
Hamblen County
SERVICE • COMMUNITY • INDUSTRY
OFFICE OF THE MAYOR

To: Hamblen County Commission
From: Bill Brittain *BB*
Date: October 7, 2019
Re: JBI Renewal Agreement for SCAAP Grant

Hamblen County Government contracts with Justice Benefits, Inc. (JBI) to apply and manage the SCAAP grant. The SCAAP grant is federal funding assistance for incarcerating undocumented criminal aliens. We renew the contract with JBI every three years. **I am asking permission to renew the agreement with JBI for an additional three years.**

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.585.4699

www.HamblenCountyTN.gov ~~October 26, 2019~~ email. bbrittain@co.hamblen.tn.us

RENEWAL AND EXTENSION AGREEMENT FOR PROFESSIONAL SERVICES

between
Justice Benefits, Incorporated
and
Hamblen County, Tennessee

This Renewal and Extension Agreement is entered into by and between Hamblen County, Tennessee (hereinafter referred to as the "County") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 1711 E. Beltline Road, Coppell, Texas 75019.

WITNESSETH

WHEREAS, JBI is assisting the County to obtain reimbursements through Federal Financial Participation (hereinafter "FFP"); and

WHEREAS, the parties desire to renew and extend the Agreement for Professional Services dated April 1, 2013 (the "Agreement"), so JBI will continue to provide professional assistance to County exploring opportunities for FFP, reviewing prospects for expansion of existing FFP, and securing FFP for the County;

NOW, THEREFORE, the County and JBI agree as follows.

RENEWAL AND EXTENSION

1. The Agreement, including all its terms, conditions and provisions, is incorporated herein fully by reference as if copied verbatim into this paragraph.
2. The Agreement is hereby renewed and extended for an additional period of three (3) years.

MISCELLANEOUS

To the extent that the terms of this Renewal and Extension Agreement are in conflict with the original terms of the Agreement, the terms of the original Agreement shall control except in case of dispute as to the length of the term of the Agreement in which instance these agreements shall be interpreted to renew, extend and continue the professional services contract between the undersigned parties for the longer period of time.

IN WITNESS WHEREOF, the undersigned parties have executed this Renewal and Extension Agreement as of the date written below.

EXECUTED THIS _____ DAY OF _____, 2019

AGREED:

Hamblen County, Tennessee

Name

Title

Address: _____

ACCEPTED BY:

JBI, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner

By: 

Michael F. Moore

Senior Vice President
1711 E. Beltline Road
Coppell, Texas 75019

Video Visitation

Motion by Randy DeBord, seconded by Chris Cutshaw to approve the Video Visitation System proposal for Jail from Smart Communications, Inc.

10/24/2019 7:37:18 PM RollCall Systems, Inc.

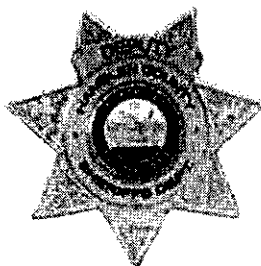
10.h. Video Visitation



VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes



9/25/2019

HAMBLEN CO. SHERIFF'S OFFICE

Mr. Mayor,

I would like to discuss the jail's video visitation system. We currently are using SWC (Southwest Communications) as our video visitation provider. SWC installed their system in 2010 and have continued maintaining the system to date. We are currently having issues with several of the visitation booths as well as the storage for archived video visits. SWC has been on site in an attempt to fix these issues but due to the age of this system and the fact that our system is severely outdated, replacement parts are no longer being made. We are not currently under contract with SWC and SWC has discontinued their video visitation business.

The Technology of video visitation systems have greatly evolved over the past ten years and these advancements provide us better opportunities to serve the community as well as the security of the facility.

Earlier this year I started contacting other video visitation companies inquiring about their systems. The jail would like any new system installed to meet the following criteria;

1. The ability for inmate families to visit from a home computer
 - a. This limits the amount of people coming to the facility which means better security
 - b. This also allows handicap people and out of state people to visit at their convenience
2. The ability to continue on site video visitation for people who have no internet access at home
3. An online scheduling feature that will electronically keep visitation records
4. The ability to archive video visits to the cloud which becomes searchable and downloadable to jail investigations as well as patrol investigations
5. A system that is flexible and can expand into the new facility when its time

I contacted Securus who is our current inmate phone provider and had them put a quote together for Hamblen County. Their system did meet our expectations and provided the features we are looking for but would cost the county \$500.00 per month.

In August we attended a TCI jail conference in which I was able to meet several companies who offered video visitation. A majority of these companies did provide the features we were looking for except one concern; all home visitations would have to be monitored by jail staff to prevent any obscene or any other unwanted behavior. Most of these companies also required a monthly payment for their services. I then met a representative of Smart Communications, they also met our criteria but with new technology that prevents inmates or visitors from any obscene behavior. If an inmate or visitors face moves beyond the preset boundaries on a monitor the screen will

Lt. G. Hambrick

automatically "black out" This system was pitched as no cost to the county. I scheduled a date for Smart Communications to visit our jail for a presentation.

The Smart communications presentation provided us with the following information;

1. There is no cost to Hamblen County; the system is paid for through home visits (2.00 per visit) and an inmate messaging system which inmates are able to send and receive emails to family and friends (.50 cents a message)
2. Families will call or go on line to schedule visits
3. Hamblen County will have total access over the system allowing us to download video or even "join in" on monitoring a visit from a smart phone
4. The system is completely maintained by Smart Communications and if the system is down they are not getting paid
5. This system is able to grow with Hamblen County's needs of future expansion
6. Smart Communication upgrades their equipment every five years in order to keep up with current technology which also allows us to take advantage of these new technologies
7. There are numerous safeguards Smart Communications have in place to prevent inmate manipulation of the visits as well as the email system.
8. They are proposing a three year contract which will allow us to evaluate their product and service before installing this system into a new facility

Smart Communications provided me with references, which I called, and the other facilities stated that they were happy with this service and it actually took work off of their Officers who are also understaffed.

Smart Communications have sent us a contract and we are asking permission to move ahead and utilize their services. If there is any other information needed, I will be happy to provide it.

Thank you

Lt. Gerry Hambrick #202



Maintenance Agreement for Video Security Upgrade

Motion by Randy DeBord, seconded by Thomas Doty to renew the Service Agreement for the jail video upgrade.

0/24/2019 7:37:40 PM RollCall Systems, Inc.



10.i. Maintenance Agreement for Video Security Upgrade

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes



Smart
Communications

Smart Communications Holding, Inc.
Master Services Agreement

This Master Services Agreement (this "Agreement") is by and between the Hamblen County 510 Allison St. Morristown, TN 37814, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider."

This Agreement supersedes any and all other agreements made between the Parties, written, oral or otherwise.

Whereas, the Customer desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, the Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. Systems. This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the "System(s)") for the Customer. Additional terms and conditions with respect to the Systems will be specified in the Schedules entered into by the Parties and attached (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern.

2. Use of Systems. Customer grants Provider the exclusive right and license to install, maintain and derive revenue from the Systems through Provider's inmate services and Systems including, without limitation, the related hardware and software, located in the Customer facilities identified on the Schedules. Customer agrees that they will not resell or provide access to Provider's services and Systems directly or indirectly to third parties unless agreed upon in a separate written Agreement. During and subject to the terms and conditions of this Agreement, Provider shall be the sole and exclusive provider in lieu of any other third party provider of the inmate communications services contained within the Schedules, including inmate messaging and email, texting, photo delivery system, electronic education, electronic self-help courses, court mandated online courses, electronic entertainment, electronic law library and electronic delivery of routine postal mail, and electronic video visitation.

3. Hardware and Software License. For the term of this Agreement, Provider grants Customer a non-exclusive, non-transferable license to access and use certain proprietary computer software and hardware products and materials in connection with our inmate services and Systems. Provider will provide free of charge all Software upgrades, modifications, and updates. All hardware upgrades, modifications and updates will be done at Provider's sole discretion.

Provider makes no representation or warranty as to the legality of monitoring or archiving such communications and activities.

4. Ownership. Smart Communications is and shall remain the owner of the equipment provided by Smart Communications whether or not physically attached to real estate.

5. License Restrictions: The Software is to be used solely in connection with Provider's Services by Customer and inmates housed at the Hamblen County Jail in connection with Provider's services and Systems. The Hardware is to be used solely by inmates housed at the Hamblen County Jail to access Provider's services and Systems. Unless and only to the extent that this Agreement expressly permits, Customer must not:

- i. permit any parent, subsidiary, affiliated entity or third party to use the Hardware or Software;
- ii. rent, lease, lend, assign, sublicense, encumber or otherwise transfer or attempt to transfer the Hardware or Software or any portion thereof;
- iii. alter, create derivatives of, or modify the Hardware or Software in any way, or allow a third party to do so;
- iv. connect the Software or Hardware to any third-party products or services that were not approved of in writing by Provider;
- v. distribute or otherwise make the Hardware or Software or any password, key, or other access code for the Software available to any third party;
- vi. reverse engineer, decompile, or disassemble the Hardware or Software, or allow a third party to do so;
- vii. defeat or work around any access restrictions or encryption in the Software, or allow a third party to do so;
- viii. remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are Provider's or a third party's;

6. Title. Provider shall have and retain all rights, title, and interest in the products and services provided to Customer. The Hardware, Software, Systems, networking, and cabling, including all modifications and updates of Software, shall at all times remain the sole and exclusive property of the Provider. Any trade secrets, methodology and processes of our services and Systems constitute proprietary information of Provider, regardless of any part or portion thereof is the subject of a valid copyright or patent. During the term of this agreement and for the time period(s) as stated in the Schedule for Systems, we will provide you access to the records.

7. Term. This Agreement shall commence on the effective date and shall continue for a period of three (3) years from the date of system going live. After the original three (3) year term, this Agreement shall automatically renew annually for a one (1) year term unless either Party notifies the other Party with written notice of non-renewal at least ninety (90) days prior to the expiration of the then current term.

8. Limitation of Liability. To the maximum extent permitted by applicable law, Provider shall indemnify and hold harmless Customer, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from negligent acts or omissions of the Provider, its agents or sub-contractors. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees. However, nothing contained herein shall constitute a waiver by Customer of its sovereign immunity or other applicable State Statutes. Notwithstanding anything to the contrary in this Agreement or Schedules, neither Party shall have any liability for indirect, incidental, consequential, exemplary or special damages of any kind, including damages arising from lost profits, lost saving, lost income, loss of use or other benefit, lost or corrupted data or software, even if the Parties have been advised of the possibility of such damages and regardless of whether caused or contributed to by the negligence of Provider or others and not withstanding anything to the contrary in this Agreement, in no event will Provider's liabilities under this agreement, whether under contract law, tort law, warranty, or otherwise, exceed the total amount of revenue received by Provider pursuant to this agreement, during the twelve (12) month period before the date the claim arose.

9. Confidential Information and Non-Disclosure. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the party's services and know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party (the "Disclosing Party"). As a condition to the receipt of the Confidential Information from the Disclosing Party, the receiving party (the "Receiving Party") shall, at all times during and after the term of this Agreement (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information; (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the Disclosing Party's express prior written consent; (iii) disclose the

Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the Receiving Party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use or disclosure. The term "Confidential Information" does not include, and the obligations and undertakings set out in this section do not apply to: (a) Information which now is in the public domain or publicly known at the time of disclosure or hereafter comes into the public domain or generally known through no fault of the Receiving Party, otherwise than by reason of breach of this Agreement; (b) Information the disclosure of which is requested or required by law, regulation, court order or a regulatory agency, provided that, prompt notice of such requested disclosure shall be given to the Disclosing Party, if legally permitted, so that Disclosing Party may seek appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement and the Receiving Party, its directors, officers, employees, agents and advisers shall reasonably co-operate with the Disclosing Party, at the Disclosing Party's sole cost and expense, if the Disclosing Party elects to challenge the validity of such requirement and/or take such steps as the Disclosing Party may reasonably require to avoid or limit such disclosure; (c) Information that was previously known to the Receiving Party free of any obligation of confidentiality; (d) Information that is independently developed by the Receiving Party without reference to or use of the Confidential Information; or (e) Information that is disclosed to the Receiving Party by a third party not under or in violation of, as the case may be, any confidentiality undertaking to the Disclosing Party. Subsections (a) through (e) of this paragraph notwithstanding, the parties agree that the technology behind the Providers Services and Systems is Confidential Information and is a trade secret of Provider.

10. Default and Termination. If either party defaults in the performance of any obligation under this agreement, then the non-defaulting Party must give written notice to the defaulting Party specifically describing the nature of default. The defaulting Party shall have thirty (30) days after receipt of notice of default to cure. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period as long as the defaulting Party has made good faith attempts to cure the default. Upon termination of this Agreement, Provider shall remove all hardware and software Systems except for the cabling and conduit which shall become the property of the Customer. Provider shall have the right to immediately terminate this Agreement if Customer breaches the Confidentiality or Non-Disclosure provisions of this Agreement.

11. Insurance. Provider shall maintain General Liability Insurance including but not limited to bodily injury, property damage and personal injury with limits of not less than \$300,000 combined single limit covering all work performed under this contract. Provider shall maintain automobile insurance including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 combined single limit covering all work performed under this contract. Provider shall provide Worker's Compensation Insurance, on behalf of all employees who are to provide a service under this contract, as required by Florida (LAS), Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident. Customer agrees to furnish to Provider timely written notice of any claim, demand, or cause of action made or brought against Customer or where Provider is listed as a Co-Defendant arising out of or relating to the Systems and Services we provide to you.

12. Employees. Provider represents that it has, or will secure at its own expense, all personnel required in performing its obligations under this Agreement. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services. Provider and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy. Customer acknowledges that Provider is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control or discretion over the manner by which Provider performs hereunder. Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lock/tag out procedures, material safety data sheets and labeling. Provider certifies that neither it nor any subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Provider certifies that

in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.

Miscellaneous

13. Warranty Against Contingent Fees. Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.

14. Subcontracts. Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.

15. Provider Personnel. All Provider personnel being permitted to work in the Customer Jail Facility will be subject to a security/background check by the Office of the Sheriff.

16. Provider Cooperation. Provider shall, at all times observe and comply with all Federal, State, and local municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Provider shall maintain regular communications with the Hamblen County Office, or its designees, and shall actively cooperate in all matters pertaining to this Agreement.

17. Public Information. Neither the Provider nor the Customer shall publish any findings based on data obtained from the operation of this agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

18. Access to Management Information. Customer shall have the complete and unlimited right to access any and all information maintained by Provider which may be needed to ensure compliance with the contract terms and conditions, and to monitor contractual compliance. The Provider shall make available all records or data requested.

19. Permits and Licenses. All permits and licenses required by Federal, State, local laws, rules, and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the Agreement shall be served and paid for by the Provider. It is the responsibility of the Provider to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

20. Third-party Rights. The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this Agreement be construed to create in any other individual or entity the status of a third-party beneficiary.

21. Public Entity Crime. Provider confirms its understanding that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Provider hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

22. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

23. Compliance with Laws. Provider shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.

24. Governing Law. The parties mutually consent to the jurisdiction of and agree that any litigation arising hereunder shall be brought and completed in Pinellas County, Florida and governed by the laws of the state of Florida.

25. Attorney Fees. In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney's fees and costs.

26. Completeness of Agreement. This Agreement, together with any additional or supplementary Schedules or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. This Agreement may be amended or revised only in writing and signed by all the parties.

27. Force Majeure. Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Customer to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.

28. Assignment. Provider may assign this Agreement or any interest herein at any time to any parent, successor, or subsidiary with prior written notice to Customer.

29. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

30. Matters to be Disregarded. The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. Notices. Any notices, demands, payments or reports required by this Agreement shall be in writing and sufficient if sent by the parties hereto via registered or certified United States mail, postage prepaid, to the notice addresses noted below the Parties signatures on the signature page.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any telecopy or other electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other electronic transmission of a signature shall be deemed an original and shall bind the party who made such signature.

THIS PORTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Hamblen County

Provider: Smart Communications Holding, Inc.

Customer Signature: _____

Provider Signature: _____

Name: Bill Brittain

Name: Jonathan D. Logan

Title: Mayor

Title: CEO

Date: _____

Date: _____

Email: _____

Email: jon.logan@smartcommunications.us

Notice Address: Hamblen County
510 Allison St.
Morristown, TN 37814

Notice Address: 10491 72nd Street
Seminole, FL 33777



Smart
Communications

Smart Communications Holding, Inc. Schedule of Services Agreement

This Schedule is between the Hamblen County 510 Allison St. Morristown, TN 37814 hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference. This schedule shall be coterminous with the Agreement.

The Customer's Facility Name and address is: Hamblen County 510 Allison St. Morristown, TN 37814

Provider shall install and/or provide the following Hardware, Software, Systems and Services:

SmartKiosk™ and Secure Network

1. The SmartKiosk™ system and its entire supporting infrastructure are provided at no cost to the Sheriff's Office or inmate.
2. Provider will furnish the proprietary SmartKiosk™ on a sufficient ratio based on the Average Daily Population ("ADP"). Based on an ADP of 480 a minimum of 28 kiosks will be provided. Customer shall determine which inmates have access to the SmartKiosk™.
3. The SmartKiosk™ is a custom, ruggedized and correctional grade Kiosk of our custom specifications that will connect to our secure network.
4. The SmartKiosk™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.
5. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.
6. We will provide a SmartKiosk™ within each housing unit within the facility.
7. Each SmartKiosk™ is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use the Kiosk.

SmartInmate™ Electronic Messaging

8. We will provide at no cost to Customer a fully functional electronic messaging system for the inmates of the Customer's Jail Facilities. We are exclusively responsible for providing all of the hardware, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be entitled to all revenue derived from electronic messaging and photo delivery.
9. We will provide at no cost to Customer the labor for the installation of the electronic messaging system.

10. We will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.

11. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.

12. Provider will maintain inmate records for a period of seven (7) years from the date the record is made. During the term of this Agreement and upon request, we will provide Customer with copies of the requested inmate record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to Customer.

13. Provider will provide each inmate of the Customer Jail Facilities, two (2) message credits per week at no charge to satisfy the needs of indigent inmates.

14. We will provide Customer with the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.

15. Friends and Family can access the electronic messaging and photo delivery system via the SmartInmate.com website.

16. Electronic Messaging. Each email message is billed at fifty cents (\$0.50), which corresponds to 50 credits.

17. Photo Delivery Service. Each approved photo is billed at one dollar (\$1.00), which corresponds to 100 credits.

Customer's Responsibilities

18. Customer will provide us with access to the Customer Jail Facilities and space within the Facilities, subject to operational security requirements, for the purposes of installing, networking, and maintaining of the electronic messaging system. Emergency access to the system will be granted as needed to Contractor Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice from Contractor.

19. Customer will include information regarding the Smart Inmate System in the Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.

20. Customer will provide information regarding SmartInmate™ messaging system in at least one location next to the inmate mailing address on the Customer website, with a link to the SmartInmate.com website.

21. Upon completion of installation and appropriate system testing, Customer will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.

22. The system contains many security features and includes the ability to disable certain functions in case of emergency. These features are not intended for disciplinary purposes and use in that manner will result in fees being charged to the jail. Said fees are charged to compensate the provider for lost revenue and increased customer service traffic. Fee is calculated by multiplying effected ADP x average daily revenue per inmate x 2 = fee. An invoice will then be sent to the agency for payment, which must be paid within 30 days.

23. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks appropriate to their housing assignment.

24. Customer will give prompt notice, in writing, to Provider of any trouble or irregularity in the functioning of any individual kiosk or the electronic messaging system, as a whole.

Patented MailGuard Postal Mail Elimination® System

25. Provider is the exclusive licensee of MailGuard®, the patented postal mail elimination system.
26. We shall provide our patented MailGuard Postal Mail Elimination® system at no cost to Customer. MailGuard® converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartKiosk™ within the Customer Jail Facility.
27. We shall provide all the equipment and support services to operate the MailGuard® system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartKiosk™ at no cost to Customer.
28. For purposes of this contract, “routine mail” means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to the jail for delivery.
29. MailGuard® will only integrate with and transmit incoming routine mail to the SmartKiosk™.
30. Provider is responsible for all the future costs associated with any modification, reconfiguration, or upgrade of the MailGuard® system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.
31. MailGuard® shall become the Inmates’ designated Agent to process and electronically deliver incoming routine inmate mail pursuant to Customer’s mail policy which shall promote the intent of this Agreement.
32. Customer will instruct and advertise on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system.
33. Provider shall be solely responsible for the cost of maintaining the Post Office Box designated by the Customer for incoming routine mail to be sent.
34. Provider will retrieve incoming routine mail from the designated Post Office Box and process and transmit that mail in an expeditious manner.
35. Provider will shred all processed mail after 30 days unless the Customer requests in writing to Provider that all of a particular inmate’s mail must be stored.
36. The MailGuard® public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for thirty (30) days from the date of their release from the Customer’s Jail Facility.
37. Provider will maintain electronic records for a period of seven (7) years from the date of the inmate’s release from the Customer’s Jail Facility. During the term of this Agreement and upon request, we will provide Customer with electronic copies of the requested record for the purpose of inspecting, examining, and auditing the Provider’s records directly relevant to Customer’s Jail Facility.
38. MailGuard® will provide Customer with the capability of monitoring and reviewing all electronic mail sent through the MailGuard® system, except those messages deemed to be privileged under law between attorney and client.
39. The work to be performed by MailGuard® under this Agreement may, at its discretion, be performed directly by Provider wholly or in part through a subcontractor of its choosing.

Customer's Responsibilities

40. Customer shall be responsible for informing inmates and inmates' friends and family that all routine correspondence must be sent to the designated MailGuard® Post Office Box. Customer will include information regarding the MailGuard® system in the Inmate Handbook and in all other areas where information regarding the Inmate Mail Policy and Procedures are located.
41. Customer will provide information regarding Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures in at least one location next to the inmate mailing address on the Customer's website and very clearly state that all incoming routine mail MUST be mailed to the MailGuard® designated Post Office Box.
42. Customer will instruct on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system and display information regarding the Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures.
43. Should the Customer receive incoming routine mail instead of the designated Post Office Box, the Customer will be responsible for the delivery of said mail to MailGuard® for processing.
44. Upon completion of installation and appropriate system testing, Customer will allow the MailGuard® system to go live within forty-eight (48) hours' notice of system availability.
45. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments.
46. Customer will give prompt notice, in writing, to MailGuard® of any trouble or irregularity in the functioning of the MailGuard® system.

Video Visitation

47. We will provide at no cost to Customer a fully functional remote video visitation system for the inmates of the Customer's Jail Facilities. We are exclusively responsible for providing all of the hardware tablets, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be entitled to all revenue derived from remote video visitation system.
48. We will provide at no cost to Customer the labor for the installation of the video visitation system.
49. We will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the video visitation system.
50. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the video visitation system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.
51. We will provide Customer with the capability of monitoring the video visitations, except those visitations deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all parties of the video visitation system for a period of seven (7) years from the time of the visitation.
52. Friends and Family can access, purchase and schedule the video visitation sessions via the Smartjailmail.com website. The video visitation sessions are also available to inmates on an at will and on demand basis.
53. Each video visitation session is billed at ten cents (\$010) per minute, which corresponds to 10 credits.

Law Library

54. We shall provide access via the SmartKiosk™ to a law library at no cost. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case.

THIS PORTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Hamblen County

Provider: Smart Communications Holding, Inc.

Customer Signature: _____

Provider Signature: _____

Name: Bill Brittain

Name: Jonathan D. Logan

Title: Mayor

Title: CEO

Date: _____

Date: _____

Email: _____

Email: jon.logan@smartcommunications.us

Notice Address: Hamblen County
510 Allison St.
Morristown, TN 37814

Notice Address:
10491 72nd Street
Seminole, FL 33777



October 8, 2019

Hamblen Co., TN Sheriff's Office (HCSO)
510 Allison St # 1
Morristown, TN 37814
Attn: Lt. Gerry Hambrick

Video Upgrade Morristown, TN
Upgrade Warranty Expiration: February 7, 2019
Current Service Agreement Renewal Date: June 30, 2019 Amount \$19,120

SWC wishes to thank you for selecting us as the security provided for your facility. We are a specialty Security Integrator that prides itself on the work we do and are thankful for our loyal Customers. We truly want to be your Integrator and Service provider for the life of your facility. To that end, SWC is pleased to combine our Extended Warranty - Service Agreement with Software Support with your Current Service Agreement.

Currently, HCSO has a service agreement in the annual amount of \$19,120 which renews on July 1 of every year. In addition to the current service agreement, the warranty for HCSO's CCTV upgrade expired on 2-7- 19. The annual non-discounted rate for the CCTV upgrade is \$20,606.34. SWC is willing to extend the warranty for the CCTV upgrade until 6-30-19 at no charge if HCSO is willing to sign the service agreement which will begin on July 1, 2019. Upon receipt of your signed agreement SWC will begin coverage of the CCTV Upgrade as well as the current service agreement

Extended Warranty - Service Agreement

This Agreement covers all defective equipment-parts replacement, all on-site and remote technical support labor, and software support covered under the Original Warranty for the CCTV upgrade:

Items listed below have no effect on current agreement. This is an extension of the services provided in your original warranty and in addition will include the following list of additional services:

- A. Replacement of Computer Control Stations associated with CCTV upgrade every five-years of a continuous Service Agreement.
- B. Travel labor and costs.
- C. Remote Technical support 24/7 with a maximum 4-hour call-back response.
- D. On-site Technical Labor-Support 24/7 with priority response and next available Technician.
- E. Annual Test and Inspect.
- F. Bi-annual Training - one remote and one on-site.
- G. Private on-line Customer portal with 24/7 access to records and documents.

❖ Your current service agreement annual amount is \$19,120. The options on page two will be in addition to the annual amount of your current service agreement.

Pricing: (Note: all payments are due 30 days before start date of Agreement).

For selecting a one or two year Agreement:

If paid annually (reflects a 3% discount)	\$	19,988.14
If paid bi-annually (each payment)	\$	10,303.17
If paid quarterly (each payment)	\$	5,151.58

For selecting a three to five year Agreement:

Year one: (reflects a 10% discount - year one only)		
If paid annually year one (reflects a 10% plus 3% discount)	\$	17,989.33
If paid bi-annually (each payment)	\$	9,272.85
If paid quarterly (each payment)	\$	4,636.42
Years two through five:		
If paid annually year two - five (reflects a 3% discount)	\$	19,988.14
If paid bi-annually (each payment)	\$	10,303.17
If paid quarterly (each payment)	\$	5,151.58

Please select your choice of Service and payment and have executed by authorized person and SWC will begin your Combined Extended Warranty – with your Current Service Agreement on noted date after receipt of signed agreement. This agreement will renew each year on July 1st.

Please select your Service Agreement term by your initials in the appropriate box:

1 Year	<input type="checkbox"/>
2 Years	<input type="checkbox"/>
3 Years	<input type="checkbox"/>
4 Years	<input type="checkbox"/>
5 Years	<input type="checkbox"/>

Please select your payment option by your initials in the appropriate box:

Annually	<input type="checkbox"/>
Bi-Annually	<input type="checkbox"/>
Quarterly	<input type="checkbox"/>

Customer's Authorized Signature:

Printed Name and Title:

Date:

SWC - Submitted by:

Customer's Authorized Signature:

Printed Name and Title:

Date:

<i>Chris Plemons</i>		
Chris Plemons	Service Manager	
October 8, 2019		

The following is the list of Systems covered as originally installed by SWC: CCTV and UPS Systems.

SWC standard payment terms apply. The original Letter of Certification and Warranty is attached for reference to terms and conditions.

This Agreement is self-renewing unless modified or cancelled by one of the parties in writing with a 60-day notice.

Agreement excludes repair or damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; neglect or misuse, alterations, which shall include, but not be limited to, any deviation from South Western Communication's physical, mechanical or electrical machine design.

SWC state license information

State Contractor - #00029581, Sec. of State Reg. 244117, Hamblen County Bus. Lic. 36090

Bond for Trustee

No Action Taken No Vote

Amended Joint Economic and Community Board

Wayne NeSmith, seconded by Taylor Ward to amend the Joint ECD Board Interlocal Agreement to add the Chairman of Commission or designee to the Executive Committee.

10/24/2019 7:41:40 PM RollCall Systems, Inc.



Motion to Amend

Add chairman of commission on board joint economic

VOTE RESULTS: Passed By Majority Vote

YES: **14** NO: **0** ABSTAIN: **0** ABSENT: **0**

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

Amended Joint Economic and Community Board

Motion Tim Goins, seconded by Jim Stepp to approve the Amendment to the Joint Economic Board and Community Development Board of Hamblen County, TN Interlocal Agreement with the additions of the Chairman or designee to the Executive Committee.

02/24/2019 7:42:38 PM RollCall Systems, Inc.



11.a. Amended Agreement

Amended Joint Economic and Community Development Board of Hamblen County, TN Agreement

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

**AN AMENDMENT TO THE AGREEMENT CREATING THE ~~HAMBLLEN COUNTY~~
JOINT ECONOMIC AND COMMUNITY DEVELOPMENT BOARD OF HAMBLLEN
COUNTY, TENNESSEE**

~~THIS INTERLOCAL AGREEMENT is made and entered into by and between, HAMBLLEN COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, hereinafter referred to as "COUNTY" and the CITY OF MORRISTOWN, a Tennessee municipality created by Private Act of the Tennessee Legislature for 1903, Chapter 103, hereinafter referred to as "CITY".~~

AN INTERLOCAL AGREEMENT was made and entered into by and between, HAMBLLEN COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, hereinafter referred to as "COUNTY" and the CITY OF MORRISTOWN, a Tennessee municipally created by Private Act of the Tennessee Legislature for 1903, Chapter 103, hereinafter referred to as "CITY" that created the JOINT ECONOMIC AND COMMUNITY DEVELOPMENT BOARD of HAMBLLEN COUNTY, TENNESSEE in February 2001.

WITNESSETH:

WHEREAS, pursuant to *Tennessee Code Annotated* § 6-58-114, each county in the State of Tennessee must form a joint economic and community development board to engage in long-term planning; and

WHEREAS, this interlocal agreement is authorized by *Tennessee Code Annotated* § 5-1-113; and

~~**WHEREAS**, it is the desire of both the County and City to establish by interlocal agreement a joint economic and community development board as required by law;~~

WHEREAS, both the COUNTY and the CITY want to amend the Interlocal Agreement dated February 2001 by updating the Board's membership and the Board's purpose to adapt to the constant changing dynamics of economic and community development of this East Tennessee community.

NOW, THEREFORE, in consideration of the above-stated premises, the parties hereto agree as follows to amend the 2001 Interlocal Agreement to read as follows:

- I. **NAME.** There is hereby created the Joint Economic and Development Board of Hamblen County, Tennessee, hereinafter referred to as the "Board".

II. **PURPOSE.** The purpose of the Board shall be to foster communication relative to economic and community development between and among government entities, industry, and private citizens.

III. **AUTHORITY.** The Board is authorized to take the following actions:

a. To discuss the interrelationship among commercial, governmental, private and other interests in the community and to identify ways to coordinate development efforts among these interests; and

b. To develop recommendations regarding economic and community development and to advise the legislative bodies of the participating governments of those recommendations.

IV. **MEMBERSHIP OF THE BOARD.** The membership of the Board shall be composed and selected as follows:

a. The County ~~Executive~~ Mayor of Hamblen County, Tennessee

b. The City Administrator of the City of Morristown, Tennessee

c. ~~The Chairman of the Hamblen County Commission.~~ The Chairman of the Hamblen County Commission or his/her designee

d. The Mayor of the City of Morristown, Tennessee

e. The Chairman of the City of Morristown Industrial Development Board

f. The President/CEO of the Morristown Area Chamber of Commerce

g. One person who owns land qualifying for the classification and valuation under Tennessee Code Annotated, Title 67, Chapter 5, Part 10, to be appointed by the Board from a list of qualifying individuals prepared by the Hamblen County Assessor of Property by mutual agreement of the County Mayor and the City Administrator. ~~from a list of qualifying individuals prepared by the Hamblen County Trustee by mutual agreement of the County Executive and City Administrator.~~

V. **TERMS OF BOARD MEMBERS.** The Terms for the County ~~Executive~~ Mayor, and the Morristown Mayor and the Chairman of the Hamblen County

Commission shall coincide with the terms of office for those positions. The City Administrator shall serve by virtue of his position in government. The Chairman of the Morristown Industrial Development Board and the President/CEO of the Morristown Area Chamber of Commerce shall serve by virtue of their position with the respective organizations. The appointed landowner shall serve a four-year term and may be reappointed for no more than one additional term.

- VI. **COMPOSITION OF EXECUTIVE COMMITTEE.** There shall be an Executive Committee composed of the following members:
- a. The County ~~Executive Mayor of the County~~
 - b. ~~The~~ Mayor of the City Administrator
 - c. City Administrator
 - d. Chairman of the Morristown Industrial Board
 - e. President/CEO of Morristown Area Chamber of Commerce
- VII. **MEETINGS.** ~~The County Executive shall call the first meeting of the Board and serve as interim chair until all Board members are elected. After the Board is complete,~~ The Board shall meet at least four times annually and the Executive Committee shall meet at least eight times annually. All meetings of the Board and the Executive Committee shall be documented by minutes and certification of attendance, and are subject to the Open Meeting Act as set forth in *Tennessee Code Annotated*, Section 8-44-101 et seq.
- VIII. **OFFICERS.** ~~At the first meeting after all Board members are chosen,~~ The Board shall ~~organize itself, adopt by laws and~~ elect a Chair, Vice-Chair, and Secretary-Treasurer from among the members. Officers of the Board shall be elected annually. The chair shall call regular and special meetings of the Board and Executive Committee and preside over all meetings. The Vice-Chair shall serve as Chair in the Chair's absence. The Secretary-Treasurer shall keep minutes of all meetings and shall serve as chief financial officer.
- IX. **FUNDING.** In order to obtain revenues needed to provide meeting space, costs associated with providing adequate notice under the Open Meetings Act, marketing expenses required to recruit and retain companies/employers in the County and other functions of the Board and other functions necessary to the

~~authority granted to the Board, activities of the Board~~ shall be jointly funded by the participating governments. As provided in *Tennessee Code Annotated*, Section 6-5-114(g), the funding formula for determining the funds due from each government shall be determined by adding the population of the entire county as established by in the last federal decennial census or special census as provided for in *Tennessee Code Annotated*, Section 6-5-114, and then determining the percentage that the population of each government entity bears to the total amount. In the event of a special census, the formula shall be adjusted as provided in *Tennessee Code Annotated*, Section 6-58-114(g)(2). The Board may also accept and expend donations, grants, and payments from persons and entities other than the participating governments.

- X. **BUDGETS.** An annual budget to fund the activities of the Board shall be recommended by the Executive Committee to the Board. ~~The Board which shall~~ adopt a budget before the first day of April of each year. The total budgetary amount shall not exceed funds necessary to provide for ~~costs associated with providing adequate space, for costs for adequate public notice of meeting under the Open Meetings Act, for expenses for marketing activities required to recruit and retain companies/employers in the County and other functions of the Board by participating governments meetings of the Board and costs incident thereto.~~ After adoption of the budget, the funding formula established, above shall then be applied to the total amount as the participating governments' contributions for the ensuing fiscal year. The budget and a statement of the amount due from each participating government shall be immediately filed with the appropriate officer of each government. In the event either the County or City does not fully fund its contribution, the Board may establish and impose such sanctions or conditions as it deems proper.
- XI. **ADMINISTRATIVE DUTIES.** ~~The COUNTY and CITY agree to designate the~~ Morristown Area Chamber of Commerce (MACC) as the administrative entity of the Board. The economic development staff of the MACC will perform all the administrative duties of the Board which includes, but is not limited to, scheduling all meetings, ensuring that public notices of the meetings are published properly, maintain and manage the Board bank accounts and manage the Board budget and keep all records of the Board meetings and activities.

XII. MISCELLANEOUS PROVISIONS.

a. **RULES OF ORDER.** The conduct of the Board, Executive Committee or any subcommittees thereof shall be governed by *Robert's Rules of Orders*. Minutes shall be taken and preserved for each meeting of the Board, Executive Committee or any subcommittees thereof.

b. **ACCOUNTS.** The Board shall maintain an account separate and apart from the accounts and funds of the County and City. Funds remaining in the account of the Board at the end of each fiscal year shall not revert to either the County or City, but shall specifically remain funds and property of the Board. The Board shall not have the authority to bind or obligate the funds or assets of the County or City. The Board shall likewise have no power to pledge the general credit or taxing power of a participating government.

c. **FISCAL YEAR.** The fiscal year of the Board shall begin on the first day of July of each year.

XIII. AMENDMENTS. This Agreement may be amended by the adoption of any such amendments by both of the legislative bodies of the participating governments.

XIV. DISSOLUTION. The Board shall be dissolved and this Agreement terminated in the event the legislative bodies of the County and City approve such dissolution. Either participating government may withdraw from participation pursuant to this Agreement by approval by the same by the legislative body of the particular government. However, no motion to dissolve nor to withdraw from participation shall become effective for the ensuing fiscal year unless notice thereof is given to the other participating government at least six (6) months prior to the beginning of the Board's fiscal year. Upon the dissolution of the Board, all funds remaining in the Board's accounts shall be paid to the participating government according to the funding formula established by Paragraph IX, which is then in effect.

XV. EFFECTIVE DATE. This Amended Agreement shall become effective upon its approval by the legislative bodies of both the County and the City.

XVI. EXECUTION. The County and City evidence their approval of this Agreement by the signatures below of the authorized representatives of such participating governments. By such signatures, each officer executing this Agreement and each participating governmental entity represents to the other that this Agreement has been duly and lawfully approved by the participating government they represent.

CITY OF MORRISTOWN

HAMBLEN COUNTY, TN

BY: _____

BY: _____

ATTEST:

BY: _____

Surplus items – Finance Department

Motion by Tim Goins, seconded by Jim Stepp to accept the recommendation to surplus items from the Finance Department.

10/24/2019 7:43:08 PM RollCall Systems, Inc.



11.b. Surplus Items- Finance Department

VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes



To: Hamblen County Commission
From: Bill Brittain
Date: October 8, 2019
Re: Surplus Items Finance Department

Hamblen County would like to surplus the following items from the Finance Department.

- 1) HP Laserjet Pro 400 – Color Printer – Model #M451DN – Serial # CNDF282415
- 2) Formax Tabletop Pressure Sealer – Model #FD1500 – Serial #2164

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • office: 423.586.1931 • fax: 423.585.4699

www.HamblenCountyTN.gov • email: bbrittain@co.hamblen.tn.us

October 24, 2019

Project Scope

Motion by Tim Horner, seconded by Randy DeBord to table the motion to approve
Project Scope of the Justice Center/Jail Project.

0/24/2019 7:48:32 PM RollCall Systems, Inc.



12.a. Project Scope

motion to table the project scope
VOTE RESULTS: Passed By Majority Vote

YES: 14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

Initial Bond Resolution

Motion by Tim Horner, seconded by Tim Goins to approve the Initial Bond Resolution for the Justice Center/Jail Project and West High renovations.

Voting For:

Jeff Akard
Eileen Arnwine
Chris Cutshaw
Randy DeBord
Thomas Doty
Tim Goins
Bobby Haun
Joe Huntsman
Time Horner
Mike Minnich
Wayne NeSmith
Howard Shipley
Jim Stepp

Voting Against:

Taylor Ward

Motion Passed.

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED EIGHTY-FIVE MILLION AND NO/100 DOLLARS (\$85,000,000) GENERAL OBLIGATION BONDS OF HAMBLEN COUNTY, TENNESSEE

WHEREAS, the Board of County Commissioners of Hamblen County, Tennessee (the "County") has determined that it is necessary and advisable to borrow funds and incur indebtedness for certain public improvements as more fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hamblen County, Tennessee, that for the purposes of financing: (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, parks and recreation facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance of the bonds authorized herein; there shall be issued bonds, in one or more emissions, of said County in the aggregate principal amount of not to exceed \$85,000,000, which shall bear interest at a rate or rates not to exceed the maximum interest rate permitted by law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Hamblen County, Tennessee that the County Clerk be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$85,000,000 general obligation bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice:


NOTICE


The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk protesting the issuance of the bonds, such bonds will be issued as proposed.

Penny Petty, County Clerk

This Resolution shall be in immediate effect from and after its adoption, the public welfare requiring it.

Adopted and approved this 24th day of October, 2019.

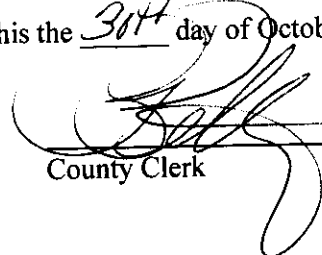
/s/ 
County Mayor

ATTEST: 
/s/
County Clerk

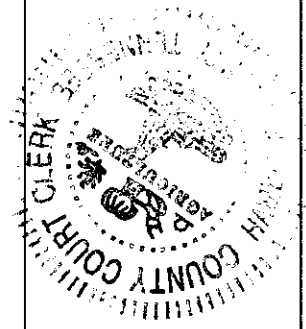
STATE OF TENNESSEE)
COUNTY OF HAMBLEN)

I, Penny Petty, certify that I am the duly qualified and acting County Clerk of Hamblen County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a specially called meeting of the governing body of the County held on October 24, 2019; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$85,000,000 General Obligation Bonds of said County.

WITNESS my official signature on this the 30th day of October, 2019.



County Clerk



27141654.2

Detailed Bond Resolution

Motion by Tim Horner, seconded by Tim Goins to Table the Detailed Bond Resolution.

10/24/2019 8:10:04 PM RollCall Systems, Inc.



12.c. Detailed Bond Resolution

table the detailed bond resolution

VOTE RESULTS: Passed By Majority Vote

YES: **14** NO: **0** ABSTAIN: 0 ABSENT: **0**

Joe Huntsman, Sr	Yes	Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

THEREUPON, MEETING ADJOURNED AT 8:15 P.M.

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF HAMBLEN COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$20,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the Hamblen County, Tennessee (the "County"), by resolution of the Board of County Commissioners, to issue and sell bonds for the purposes of providing funds for: (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, parks and recreations facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance of the bonds authorized herein; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing the Projects and the foregoing described costs; and

WHEREAS, the Board of County Commissioners of the County did adopt on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$85,000,000 for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$20,000,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hamblen County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$20,000,000 General Obligation Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "County Mayor" shall mean the County Mayor of the County.

(e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(f) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(h) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(i) "Projects" means: (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, parks and recreations facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing.

(j) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

(b) The Governing Body finds that the Municipal Advisor has provided the Governing Body with sufficient information regarding the estimated interest expense relating to the Bonds and costs of issuance of the Bonds for the Governing Body to make an informed decision in connection with the issuance of the Bonds in compliance with the County's Debt Management Policy.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects and costs incident thereto; reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$20,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate per annum permitted by law at the time of issuance of each series of the Bonds, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing on the June 1st or December 1st following the issuance of the series of Bonds being issued or such other date as is established pursuant to Section 8 hereof. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, each series of the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided and subject to adjustment as provided herein, over a period that does not exceed thirty (30) years from the date of issuance of the applicable series of Bonds in such a manner that all Bonds issued pursuant to this resolution shall provide for approximately level debt service in each year following the construction period of the Projects.

(b) Subject to the adjustments permitted under Section 8 hereof, Bonds maturing on June 1, 2030 and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, 2029 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine:
or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of

redemption. Any Term Bonds to be redeemed within a single maturity shall be selected in the manner described above with respect to the partial optional redemption of a single maturity of the Bonds.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed or the Registration Agent for the Bonds to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of

principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the

failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment included therein completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND

REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds: provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The

Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF HAMBLLEN
GENERAL OBLIGATION BONDS, SERIES 2019

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Hamblen County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on June 1, 2020, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest

payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing June 1, 2030 and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, 2029 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected in the manner described above with respect to the partial optional redemption of a single maturity of the Bonds. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each

payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the County for the purposes of providing funds for: (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, parks and recreations facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior

expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance of the bonds authorized therein, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on October 24, 2019 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk as of the date hereinabove set forth.

HAMBLEN COUNTY, TENNESSEE

By: _____
County Mayor

ATTESTED:

County Clerk

Transferable and payable at the principal corporate trust office of: _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent
By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of Hamblen County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98.0% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an Internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The County Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) establish the first interest payment date on the Bonds, or any series thereof, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not be later than thirty (30) years from the date of issuance of each series of the Bonds and (C) the debt service on any series of the Bonds shall not result in balloon indebtedness that requires the approval of the Director of State and Local Finance.

(5) Establish, adjust or remove the County's optional redemption provisions of each series of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the County Mayor shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(f) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.

(g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such 20-day period.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds; and

(b) the remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2019 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested at the direction of the Finance Director in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

Section 10. Official Statement. The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Mayor and the County Clerk, or either of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent": which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

(c) By delivering such Bonds to the Registration Agent for cancellation by it:

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or obligations of any agency or instrumentality of the United States, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

(a) The County intends that the Bonds will be issued as tax-exempt bonds under the Code. If so issued, the County hereby covenants that it will take all such actions as are necessary under the Code so that the Bonds will qualify and continue to qualify for such tax-exemption, including, without limitation, not permitting the use of any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". The County further covenants that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its

obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

This Resolution shall be in immediate effect from and after its adoption, the public welfare requiring it.

Duly adopted and approved on October 24, 2019.

County Mayor

Attested:

County Clerk

STATE OF TENNESSEE)

COUNTY OF HAMBLEN)

I, Penny Petty, certify that I am the duly qualified and acting County Clerk of Hamblen County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on October 24, 2019; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's General Obligation Bonds.

WITNESS my official signature on October ____, 2019.

County Clerk

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