

`DATE: October 15, 2019

TO: Hamblen County Legislative Body

FROM: Bill Brittain, Hamblen County Mayor

RE: October 2019 Committee Meeting Information

Tuesday, October 15, 2019 at 5:30 p.m. - Large Courtroom - Hamblen County Courthouse

- Human Resources Manager- Wendy Williams
- Presentation- Steve Lawrence, RAM-Remote Area Medical
- Finance Committee- Immediately following Presentation of Steve Lawrence
- Public Services Committee- Immediately following Adjournment of the Finance Committee
- Calendar and Rules Committee Immediately following Adjournment of the Public Services Committee



FINANCE COMMITTEE

Randy DeBord *Chairman*

Thomas Doty *Vice-Chairman*

Howard Shipley *Ex-Officio*

Chris Cutshaw Member

> Tim Goins Member

Joe Huntsman, Sr. *Member*

Mike Minnich *Member*

Wayne NeSmith *Member*

James Stepp Member

Hamblen County Government FINANCE COMMITTEE

Tuesday, October 15, 2019
Immediately Following Presentation from Steve Lawrence
Large Courtroom – Hamblen County Courthouse

AGENDA

Call to Order - Chairman Randy DeBord

- 1. **Visitors Wishing to Address the Committee** Chairman Randy DeBord (Visitors will be allotted 5 minutes to speak)
- 2. **Recurring Business** Chairman Randy DeBord
 - a. Expenditure Reports September 2019 (Information Only-No Action Necessary)
 - Review/Acceptance of Monthly Checks September 2019 Submitted by the County Mayor's Office
- 3. Old Business Chairman Randy DeBord
 - a. None
- 4. New Business Chairman Randy DeBord
 - a. Budget Amendments-Finance Director Anne Bryant-Hurst
 - i. Fund #101 County Commission/Other Facilities \$2,989
 - ii. Fund#101 Jail \$782
 - 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 System \$1,500
 - viii. Fund #151 Interfund Capital Outlay Note \$1,500,000
 - b. Bid Award- New Commercial Grade Tractor for Cherokee Park- County Mayor Bill Brittain
 - c. Bid Award-Asphalt Hotbox Trailer (2019-09) Road Superintendent Barry Poole
 - d. Bid Award-Uniforms for Correctional Officers- Lt. Geno Hambrick
 - e. Notification of Invitation to Bid for Convenience Center-County Mayor Bill Brittain
 - f. JBI Renewal Agreement/SCAAP Grant-County Mayor Bill Brittain
 - g. Video Visitation- Lt. Geno Hambrick
 - h. Maintenance Agreement for Video Security Upgrade-County Mayor Bill Brittain
- 5. Items of Interest (No Action Necessary) Chairman Randy DeBord
 - a. Planning Commission Building Permit Report September 2019
 - b. County Attorney Invoices September 2019
 - c. Coroner's Monthly Report September 2019
 - d. Dan E. Armstrong Opioid Letter
 - e. Hamblen County Interfund Capital Outlay Note
 - f. Report on Debt Obligation
 - g. Budget Amendments Approved by County Mayor
 - i. Fund #101 Planning \$200
 - ii. Fund #101 Storm Water Management \$9,000
 - iii. Fund#122 Drug Control Fund \$1,481
- 6. **Adjournment** Chairman Randy DeBord

GENERAL FUND (101)

EXPENDITURE REPORT

Sel:

From:

Thru:

Year Fnd Accnt Obj Gp Sub Loc Pgm

2019 101 50000 000 00 000 0000 000

2019 101 99999 999 99 999 9999 999

REPORT DATE: 09/30/2019

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

Year-to-Date **Available Avl Fnds** Revised Month-to-Date **Budget Expenditures Expenditures Encumbrances Funds** %of Budg Fnd Account/Description 101 43.578.27 51100 County Commission 197,486.00 12,925.96 24,551.50 129,356.23 65.50% 101 51210 0.00 0.00 0.00 16,650.00 16,650.00 100.00% Board Of Equalization 101 51300 221,058.00 17,738.37 53,743.40 6,584.31 160,730.29 72.71% County Mayor/Executive 101 51400 4,430.86 0.00 26,862.14 85.84% 31,293.00 2,037.66 County Attorney 101 51500 82,415.55 291,431.00 17,647.28 5,146.11 203,869.34 69.95% **Election Commission** 101 51600 Register Of Deeds 367,121.00 26,583.80 82,952.53 15,951.13 268,217.34 73.06% 101 51720 50,410.41 216,560.00 17,332.36 2,248.79 163,900.80 75.68% **Planning** 101 51750 59,911.00 4,119.72 9,454.97 0.00 50,456.03 84.22% Codes Compliance 101 51760 4.261.30 12,729.43 0.00 76.436.57 89,166.00 85.72% **Geographical Information Systems** 101 51810 73.665.06 209.035.95 58.453.28 600.981.77 868.471.00 69.20% Other Facilities 3.847.90 101 51910 20.744.00 1.327.46 1.174.20 15.721.90 75.79% Preservation Of Records 114.050.47 101 52100 427.196.00 32.848.74 1.361.01 311,784.52 72.98% Accounting And Budgeting 101 52200 Purchasing 42,012.00 3,713.08 10.467.09 0.00 31,544.91 75.09% 101 52300 78,692.20 360.395.00 26.337.09 18.790.00 262,912.80 Property Assessor's Office 72.95% 101 52310 154,125.00 4,565.76 15,149.82 6,977.22 131,997.96 85.64% Reappraisal Program 81,576.35 101 52400 395.124.00 25,676.77 30,634.76 282,912.89 71.60% County Trustee's Office 52500 163,041.20 101 688,077.00 43,398.03 1,789.78 523,246.02 76.04% County Clerk's Office 101 52600 22,016.71 76,955.66 63.52% **Data Processing** 121,156.00 6,653.15 22,183.63 52900 79,972.05 101 322,945.00 26,804.95 22,110.55 220,862.40 68.39% Other Finance 101 53100 Circuit Court 933,917.00 70,707.97 248,726.27 9,544.76 675,645.97 72.35% 101 53300 109,206.62 **General Sessions Court** 443,265.00 37,002.77 2,876.25 331,182.13 74.71% 101 53330 34,857.89 3,705.94 125,426.17 76.48% 163,990.00 12,341.13 **Drug Court** 101 53400 31.715.63 113,436.16 5.411.90 273.874.94 **Chancery Court** 392,723.00 69.74% 53500 101 22.203.64 76,261.65 Juvenile Court 317,468.00 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% 54110 265,800.19 796.424.08 86,526.51 101 3,160,145.00 2,277,194.41 72.06% Sheriff's Department 101 54160 4.500.00 100.00 673.67 0.00 3.826.33 85.03% Administration Of The Sexual Offender Registry 54210 1.039.208.47 101 4.580.542.00 336.041.85 606.423.43 2,934,910.10 Jail 64.07% 101 54220 80.447.00 3.386.40 10.117.55 0.00 70.329.45 Workhouse 87.42% 54250 49.612.04 101 Work Release Program 360.190.00 15,200.49 1,601.35 308,976.61 85.78% 101 54310 220,000.00 27,500.00 27.500.00 0.00 192,500.00 87.50% Fire Prevention And Control 101 54410 Civil Defense 100,335.00 7,051.31 21,483.45 3,833.06 75,018.49 74.77% 47,283.25 101 54490 189,133.00 0.00 0.00 141,849.75 75.00% Other Emergency Management 101 54510 322.95 968.85 4,877.00 2,500.00 1,408.15 28.87% Inspection And Regulation 101 23,160.66 28,333.34 54610 County Coroner/Medical Examiner 131,000.00 12,927.33 79,506.00 60.69% Return to Committee Cover

GENERAL FUND (101) EXPENDITURE REPORT

Year Fnd Accnt Obj Gp Sub Loc Pgm

From: 2019 101 50000 000 00 000 0000 000

Thru: 2019 101 99999 999 99 999 9999 999

Sel:

REPORT DATE: 09/30/2019

Page: 3

Date: 10/2/2019

Time: 8:08 am

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%

SOLID WASTE/SANITATION (116) EXPENDITURE REPORT

Sel:

Thru:

Year Fnd Accnt Obj Gp Sub Loc Pgm

2019 116 99999 999 99 999 9999 999

From: 2019 116 50000 000 00 000 0000 000

REPORT DATE: 09/30/2019

Page: 1

Time:

Date: 10/2/2019

8:20 am

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%

HIGHWAY FUND (131)

Sel:

From:

Thru:

Year Fnd Accnt Obj Gp Sub Loc Pgm

2019 131 50000 000 00 000 0000 000

2019 131 99999 999 99 999 9999 999

EXPENDITURE REPORT

REPORT DATE: 09/30/2019

Page: 1 Date: 10

Time:

\$ 2,176,047.44

10/2/2019 8:21 am

68.48%

			Revised	Month-to-Date	Year-to-Date		Available	Avl Fnds
Fnd A	Account/Desc	cription	Budget	Expenditures	Expenditures	Encumbrances	Funds	%of Budg
131 6	61000 Admi	inistration	437,983.00	22,254.80	154,069.39	16,588.72	267,324.89	61.04%
131 6	62000 Highv	way And Bridge Maintenance	1,485,861.00	97,147.39	300,082.28	58,796.96	1,126,981.76	75.85%
131 6	63100 Opera	ration And Maintenance Of Equipment	331,126.00	34,244.35	86,199.17	57,239.67	187,687.16	56.68%
131 6	66000 Empl	loyee Benefits	28,725.00	0.00	14,840.00	0.00	13,885.00	48.34%
131 6	38000 Capit	tal Outlay	894,000.00	12,915.00	12,915.00	300,916.37	580,168.63	64.90%

\$ 166,561.54

\$ 568,105.84

\$ 433,541.72

\$ 3,177,695.00

Fund: 101 General Fund #(101)

Page: Date: Time: 1

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ACCT OBJ NAME Check Nbr Description **Amount Paid DATE** Contracts With Private Agencies 2019-09-05 1010265394 47.25 51100 312 Camera Castle 51100 312 Contracts With Private Agencies 2019-09-05 1010265434 100.00 Smith, Jerry Allen 22.38 51100 312 **Contracts With Private Agencies** 2019-09-19 1010265514 Bowman, Patricia A. 51100 312 Contracts With Private Agencies 2019-09-26 1010265580 Smith, Jerry Allen 200.00 51100 355 2019-09-19 1010265551 371.32 Travel Suntrust Bankcard, NA 51100 599 Other Charges 2019-09-12 1010265469 69.03 Food City 51100 599 Other Charges 2019-09-12 1010265504 170.00 Suntrust Bankcard, NA 51100 County Commission Total: 7 979.98 51300 2019-09-05 52.91 307 Communication 1010265396 Century Link/Business Services Communication 2019-09-05 1010265446 76.94 51300 307 Verizon Wireless 90.00 51300 Communication 2019-09-12 1010265450 307 AT&T 51300 351 Rentals 2019-09-12 1010265486 Pitney Bowes 816.00 51300 2019-09-19 1010265515 227.87 351 Rentals Canon Solutions America. Inc 51300 2019-09-05 1010265392 31.02 355 Travel Brittain, William H 51300 355 Travel 2019-09-12 1010265470 Fuelman 17.01 51300 Travel 2019-09-19 1010265551 787.00 355 Suntrust Bankcard, NA Other Charges 2019-09-12 1010265459 69.45 51300 599 Citizen Tribune 51300 599 Other Charges 2019-09-12 1010265465 20.00 **English Mountain Spring Water** 2019-09-12 51300 599 Other Charges 1010265469 Food City 54.51 51300 County Mayor/Executive Total: 11 2,242.71 51400 Legal Services 2019-09-12 1,530.00 331 1010265456 Capps, Cantwell, Capps & Byrd 2019-09-26 1010265584 TDMHSAS 400.00 51400 331 Legal Services 51400 County Attorney Total: 2 1.930.00 51500 Communication 2019-09-05 1010265396 Century Link/Business Services 7.48 307 20.59 51500 307 Communication 2019-09-12 1010265450 AT&T 51500 351 Rentals 2019-09-12 1010265455 Canon Solutions America, Inc 117.42 2019-09-26 1010265563 600.00 51500 Travel 355 East TN Association of County Election Officials Office Supplies 2019-09-12 1010265465 10.00 51500 435 **English Mountain Spring Water** 51500 Office Supplies 2019-09-19 1010265530 674.10 435 Insight Public Sector Inc. 51500 Office Supplies 2019-09-26 1010265564 24.95 435 Evans Office Supply Co 51500 719 Office Equipment 2019-09-26 1010265564 Evans Office Supply Co 160.00 51500 Election Commission 1.614.54 Total: 8 51600 Communication 2019-09-05 1010265396 2.55 307 Century Link/Business Services 2019-09-05 45.00 51600 709 **Data Processing Equipment** 1010265393 **Business Information Systems** 51600 709 **Data Processing Equipment** 2019-09-26 1010265557 1,984.95 **Business Information Systems** Register Of Deeds 51600 Total: 3 2,032.50 51720 Communication 2019-09-05 1010265396 6.91 307 Century Link/Business Services 51720 113.20 307 2019-09-05 1010265446 Communication Verizon Wireless Return to Committee Cover

Fund: 101 General Fund #(101)

ACCT OBJ NAME Check Nbr Description **Amount Paid DATE** Legal Services 2019-09-12 1010265456 119.35 51720 331 Capps, Cantwell, Capps & Byrd 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 53.91 Fuelman 51720 Office Supplies 2019-09-26 1010265564 700.96 435 Evans Office Supply Co 51720 509 Refunds 2019-09-12 1010265488 Rich, Jonathan 150.00 51720 Planning Total: 9 1.363.37 51750 2019-09-12 1010265456 Capps, Cantwell, Capps & Byrd 331 Legal Services 255.00 51750 Codes Compliance Total: 1 255.00 51810 Communication 2019-09-05 1010265446 Verizon Wireless 295.38 307 1010265450 AT&T 2019-09-12 864.94 51810 307 Communication 51810 307 Communication 2019-09-12 1010265451 AT&T 632.35 51810 2019-09-05 1010265440 55.00 334 Maintenance Agreements TN Dept Of Labor & Workforce Development 2019-09-12 1010265463 999.46 51810 334 Maintenance Agreements Cummins Crosspoint Inc. 51810 334 Maintenance Agreements 2019-09-12 1010265483 20.00 Murrell Burglar Alarm Co Inc 1010265395 51810 Maintenance And Repair Service - Buildings 2019-09-05 214.23 335 Carrot Top Industries 1010265420 51810 335 Maintenance And Repair Service - Buildings 2019-09-05 Lowe's 907.60 51810 Maintenance And Repair Service - Buildings 2019-09-26 1010265591 349.05 335 Walmart Community BRC 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 60.00 Ultimate Shine 3 Minute Express Car Wash Other Contracted Services 2019-09-05 1010265400 109.55 51810 399 Electrical Technology Recycling 2019-09-12 1010265465 23.00 51810 399 Other Contracted Services **English Mountain Spring Water** 1010265417 6,141.26 51810 **Custodial Supplies** 2019-09-05 Kelsan Inc 410 165.31 51810 410 **Custodial Supplies** 2019-09-12 1010265499 Unifirst 51810 2019-09-26 1010265575 33.283.00 415 Electricity Morristown Utilities 1010265470 444.28 51810 425 Gasoline 2019-09-12 Fuelman 51810 434 **Natural Gas** 2019-09-19 1010265513 Atmos Energy 857.16 289.18 51810 Uniforms 2019-09-12 1010265499 Unifirst 451 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 117.42 Total: 1010265567 Hale, Amanda D 52100 2019-09-26 139.86 355 Travel 52100 Office Supplies 2019-09-26 435 1010265564 Evans Office Supply Co 515.18 52100 Accounting And Budgeting Total: 2 655.04 52200 2019-09-12 1010265459 Citizen Tribune 302 Advertising 110.33 52200 Purchasing Total: 110.33

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Date:

Time:

Fund: 101 General Fund #(101)

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ACCT OBJ NAME Check Nbr **Amount Paid DATE** Description 52300 Communication 2019-09-05 1010265396 3.25 307 Century Link/Business Services 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 Property Assessor's Office 52300 Total: 5 469.01 52310 1010265455 Canon Solutions America, Inc 108.58 351 Rentals 2019-09-12 1010265515 Canon Solutions America, Inc 52310 351 Rentals 2019-09-19 108.58 Reappraisal Program 52310 Total: 2 217.16 52400 Communication 2019-09-05 0.05 307 1010265396 Century Link/Business Services 52400 334 Maintenance Agreements 2019-09-19 1010265545 900.00 Sturgis Web Services 1010265583 900.00 52400 334 Maintenance Agreements 2019-09-26 Sturgis Web Services 52400 351 Rentals 2019-09-12 1010265455 Canon Solutions America, Inc 117.42 52400 Office Supplies 2019-09-12 1010265465 13.00 435 **English Mountain Spring Water** 2019-09-26 1010265552 68.00 52400 435 Office Supplies Acme Printing Company, Inc 52400 435 2019-09-26 1010265564 905.96 Office Supplies Evans Office Supply Co 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 99.30 Verizon Wireless 52500 2019-09-12 1010265450 41.18 307 Communication AT&T 52500 349 Printing, Stationery And Forms 2019-09-12 1010265459 Citizen Tribune 33.73 52500 2019-09-12 1010265455 147.75 351 Rentals Canon Solutions America, Inc. 52500 Travel 2019-09-12 1010265461 76.19 355 Conway, Sharon L 52500 435 Office Supplies 2019-09-12 1010265465 33.00 **English Mountain Spring Water** 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 2019-09-12 1010265501 26.65 307 Communication Verizon Wireless 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 291.90 241.58 52600 312 **Contracts With Private Agencies** 2019-09-26 1010265565 Foothills Netcom, Inc. 52600 317 **Data Processing Services** 2019-09-19 1010265536 464.10 MUS Fibernet 69.99 52600 **Data Processing Services** 2019-09-26 1010265589 Tucker, Robert 317 2019-09-05 1010265415 28.83 52600 709 **Data Processing Equipment** Home Depot Credit Services 1010265420 Lowe's 52600 709 Data Processing Equipment 2019-09-05 93.00 Data Processing 52600 Total: 8 1,358.55 52900 Communication 2019-09-05 1010265396 2.36 307 Century Link/Business Services 52900 307 2019-09-12 1010265450 AT&T 404.63 Communication Return to Committee Cover

Fund: 101 General Fund #(101)

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ACCT	OBJ	NAME	DATE	Check Nbr	Description	An	nount 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				28	3,821.80
53300	307	Communication	2019-09-05	1010265396	Century Link/Business Services	Return to Committee Cover	4.38

Fund: 101 General Fund #(101)

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ACCT	ОВЈ	NAME	DATE _	Check Nbr	Description		Am	ount 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 Conferer	nce		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				tal:	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			0 1 0	tal:	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	3 4 6	Rentals	2019-09-20	1010265455	Canon Solutions America, Inc			147.75
53400	355	Travel	2019-09-12	1010265470	Fuelman			24.30
53400	435	Office Supplies	2019-09-12	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	00		300.00
53400		Chancery Court			•	tal:	8	3,065.92
33400	•••••	Charles y Court				lai.	·	3,065.52
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			Tot	tal:	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		Return to Committee Cover	125.95
							return to committee cover	

Fund: 101 General Fund #(101)

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ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
53920		Courtroom Security			Total:	5 815.44
		•				
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 Suntrust Bankcard, NA	976.95
54110 54110		Office Supplies	2019-09-12	1010265564		2,058.14
54110 54110	435 451	Uniforms	2019-09-12	1010265506	Evans Office Supply Co Suntrust Bankcard, NA	2,036.14
54110 54110	451 499	Other Supplies And Materials	2019-09-12	1010265405	Foremost Promotions	492.16
54110 54110				1010265429		940.22
34110	499	Other Supplies And Materials	2019-09-05	1010200429	OMG National	Return to Committee Cover

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ACCT OBJ NAME Check Nbr Description **Amount Paid DATE** 2019-09-12 54110 499 Other Supplies And Materials 1010265506 152.69 Suntrust Bankcard, NA Other Supplies And Materials 54110 499 2019-09-19 1010265531 19.95 Jarnagin, Esco Ray 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 1,125.00 TN Law Enforcement Training Officers Association 54110 Other Charges 2019-09-05 1010265410 100.00 599 Hamblen County Boat Dock, Inc 54110 599 Other Charges 2019-09-05 1010265411 19.50 Hamblen County Clerk Other Charges 54110 2019-09-05 1010265433 20.34 599 Shred-It 2019-09-12 1010265465 20.00 54110 599 Other Charges **English Mountain Spring Water** 54110 599 Other Charges 2019-09-12 1010265500 Vaughn, Teri Beth 10.00 54110 Other Charges 2019-09-12 1010265505 Suntrust Bankcard, NA 51.98 599 54110 Other Charges 2019-09-19 1010265520 1,000.00 599 ETHRA. Inc. 2019-09-12 1010265452 5,700.00 54110 Law Enforcement Equipment 716 Axon Enterprise, Inc. 54110 716 Law Enforcement Equipment 2019-09-12 1010265505 Suntrust Bankcard, NA 163.03 54110 Law Enforcement Equipment 2019-09-26 1010265555 3,482.00 716 Axon Enterprise, Inc. 2019-09-26 1010265576 436.00 54110 716 Law Enforcement Equipment Murrell Burglar Alarm Co Inc 54110 Total: 57 45,572.61 Sheriff's Department 54160 Contracts With Government Agencies 2019-09-12 1010265495 TN Bureau Of Investigation 100.00 309 54160 Administration Of The Sexual Offender Registry Total: 1 100.00 54210 334 Maintenance Agreements 2019-09-05 1010265436 South Western Comm. Inc. 4.780.00 54210 335 Maintenance And Repair Service - Buildings 2019-09-05 1010265402 74.46 Fastenal Company 54210 Maintenance And Repair Service - Buildings 2019-09-05 1010265403 1,313.92 335 Fenco Supply Co 54210 1010265420 168.11 335 Maintenance And Repair Service - Buildings 2019-09-05 Lowe's 54210 1010265447 325.00 335 Maintenance And Repair Service - Buildings 2019-09-05 Waddell, Bill 54210 335 Maintenance And Repair Service - Buildings 2019-09-12 1010265478 Lawson, Mathew 70.00 54210 335 Maintenance And Repair Service - Buildings 2019-09-12 1010265494 TMS - Marlin 1,944.04 54210 1010265549 175.00 335 Maintenance And Repair Service - Buildings 2019-09-19 Waddell, Bill 54210 336 Maintenance And Repair Services - Equipment 2019-09-05 1010265441 Trane Co 1,346.30 54210 1010265492 52,998.65 340 Medical And Dental Services 2019-09-12 Southern Health Partners 54210 1010265512 340 Medical And Dental Services 2019-09-19 American Esoteric Laboratories 287.50 54210 Medical And Dental Services 2019-09-19 1010265516 447.30 340 Cherokee Health Systems 54210 1010265518 Medical And Dental Services 2019-09-19 131.81 340 East TN Center for Orthopaedic Excellence 54210 340 Medical And Dental Services 2019-09-19 1010265519 East TN Spine & Orthopaedic Specialists 657.56 54210 340 Medical And Dental Services 2019-09-19 1010265521 468.00 Hamblen Anesthesia 54210 1010265527 180.00 340 Medical And Dental Services 2019-09-19 High. William R 54210 340 Medical And Dental Services 2019-09-19 1010265533 3,275.00 Mobile Images Acquisition LLC 54210 6,929.99 Medical And Dental Services 2019-09-19 1010265534 340 Morristown-Hamblen Hospital 54210 340 Medical And Dental Services 2019-09-19 1010265543 75.00 Siva T Maran, Md, Mrcp 54210 Medical And Dental Services 2019-09-19 1010265547 1,635.90 340 University Radiology 54210 340 Medical And Dental Services 2019-09-26 1010265566 Fort Sanders Perinatal Center 647.00 54210 340 Medical And Dental Services 2019-09-26 1010265582 Southern Health Partners 679.83 Return to Committee Cover

COMMISSION APPROVAL LISTING

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MONTHLY CHECKS

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ACCT OBJ NAME Check Nbr **Amount Paid DATE** Description 54210 2019-09-12 1010265455 147.75 351 Rentals Canon Solutions America. Inc 54210 355 Travel 2019-09-12 1010265507 2,658.82 Suntrust Bankcard, NA 1010265417 4,245.88 54210 410 **Custodial Supplies** 2019-09-05 Kelsan Inc 54210 410 **Custodial Supplies** 2019-09-12 1010265503 Waste Industries/102 Tidiwaste 632.09 54210 422 **Food Supplies** 2019-09-05 1010265443 34,507.98 Trinity Services Group, Inc. 54210 **Food Supplies** 2019-09-26 1010265591 Walmart Community BRC 12.26 422 54210 435 Office Supplies 2019-09-26 1010265564 Evans Office Supply Co 352.98 54210 Office Supplies 2019-09-26 1010265578 R Chatfield Co, Inc 550.00 435 54210 2019-09-26 1010265556 2.289.56 441 Prisoners Clothing Bob Barker Company, Inc. 1010265444 54210 451 Uniforms 2019-09-05 TruBlu Tactical Police Supply 0.00 54210 Other Charges 2019-09-12 1010265491 20.34 599 Shred-It 54210 Other Charges 2019-09-12 1010265504 209.98 599 Suntrust Bankcard, NA 54210 1010265556 1,185.16 599 Other Charges 2019-09-26 Bob Barker Company, Inc. 54210 710 Food Service Equipment 2019-09-26 1010265556 Bob Barker Company, Inc 193.21 54210 Law Enforcement Equipment 2019-09-12 1010265453 450.00 716 Blackfox, LLC 1010265576 Murrell Burglar Alarm Co Inc 54210 2019-09-26 436.00 716 Law Enforcement Equipment 54210 38 126,502.38 Jail Total: 54250 Communication 2019-09-05 1010265396 7.28 307 Century Link/Business Services 54250 307 Communication 2019-09-12 1010265501 81.85 Verizon Wireless 7.82 54250 338 Maintenance And Repair Services - Vehicles 2019-09-12 1010265484 NAPA Auto Parts Of Morristown 54250 Other Contracted Services 2019-09-19 1010265544 640.00 399 Stepping Out Ministries 54250 425 Gasoline 2019-09-12 1010265470 Fuelman 292.04 54250 Total: 5 1,028.99 Work Release Program 54310 2019-09-19 Contributions 1010265538 North Hamblen County VFD 27,500.00 316 Fire Prevention And Control 54310 Total: 1 27,500.00 54410 307 Communication 2019-09-05 1010265391 56.00 Bell, Chris E 27.97 54410 Maintenance And Repair Services - Vehicles 2019-09-19 1010265550 338 Suntrust Bankcard, NA Maintenance And Repair Services - Vehicles 2019-09-26 1010265571 50.00 54410 338 Jerry's Automotive 54410 425 Gasoline 2019-09-12 1010265470 424.45 Fuelman 54410 Uniforms 2019-09-19 1010265540 70.00 451 Screen Designs By Sheila 54410 599 Other Charges 2019-09-12 1010265469 Food City 7.98 54410 599 Other Charges 2019-09-12 1010265501 Verizon Wireless 34.00 2019-09-19 1010265532 25.00 54410 599 Other Charges Martin, Tyler 54410 599 Other Charges 2019-09-19 1010265550 6.41 Suntrust Bankcard, NA 54410 2019-09-26 1010265564 32.50 599 Other Charges Evans Office Supply Co 54410 Civil Defense 10 734.31 Total: 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 160.00 Giles. Todd E 54610 312 Contracts With Private Agencies 2019-09-05 1010265414 Holt, Jeffrey E. 200.00 Return to Committee Cover

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ACCT	ОВЈ	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:		85.00
55550		Other Local Wellare Services				iotai.	•	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 Tidiwaste			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		Return to Committee Co	3,141.00

Fund: 101 General Fund #(101)

91150

ACCT OBJ NAME Check Nbr Description **Amount Paid DATE** Other Supplies And Materials 2019-09-05 1010265420 338.45 56700 499 Lowe's 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: 10,472.73 14 56900 Contracts With Government Agencies 2019-09-19 1010265524 Hamblen County-Morristown Solid Waste 9,671.90 309 56900 Other Social, Cultural And Recreational Total: 1 9.671.90 57100 Communication 2019-09-05 6.81 307 1010265396 Century Link/Business Services 2019-09-05 1010265413 57100 355 Travel Henry, Martha 8.46 57100 355 Travel 2019-09-19 1010265528 16.92 Hobbs, Elizabeth 2019-09-19 1010265541 39.48 57100 355 Travel Singleton, Samanthia 57100 Travel 2019-09-26 1010265574 Long, Debra 95.88 355 Agricultural Extension Service 57100 Total: 5 167.55 57800 2019-09-19 1010265525 Harrison, T Clint 1.890.00 321 **Engineering Services** 57800 Instructional Supplies And Materials 2019-09-05 1010265420 Lowe's 22.50 429 57800 Storm Water Management Total: 2 1,912.50 58300 307 Communication 2019-09-05 1010265396 Century Link/Business Services 6.67 Veterans' Services 58300 Total: 1 6.67 58600 Other Fringe Benefits 2019-09-19 1010265523 Hamblen County Government 175.00 299 84.00 58600 Worker's Compensation Insurance 2019-09-12 1010265472 513 Healthstar Physicians, Inc. 1010265498 Travelers 2019-09-12 58600 515 Liability Claims 8,497.60 Employee Benefits 58600 -----Total: 3 8,756.60 91130 2019-09-05 1010265389 Axon Enterprise, Inc. Law Enforcement Equipment 7.282.00 716 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 Motor Vehicles 2019-09-26 1010265553 Atlanta Luxury Motors Mall of GA 19,700.00 718

Social, Cultural And Recreation Projects

33,600.00

369,724.15

Total: 2

Total of checks for General Fund #(101)

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

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

Fund: 131 Highway/Public Works Fund (#131)

714

68000

Highway Equipment

ACCT OBJ Check Nbr Description **Amount Paid** NAME **DATE** Communication 2019-09-05 1313042532 76.95 61000 307 Comcast Cable 61000 307 Communication 2019-09-05 1313042540 Verizon Wireless 187.02 1313042542 61000 307 Communication 2019-09-12 AT&T 84.46 61000 317 **Data Processing Services** 2019-09-05 1313042531 **CDC Holdings** 135.00 61000 331 2019-09-12 1313042545 92.00 Legal Services Capps, Cantwell, Capps & Byrd 61000 Electricity 2019-09-26 1313042565 Holston Electric Cooperative 786.14 415 Office Supplies 61000 435 2019-09-26 1313042564 Evans Office Supply Co 99.49 61000 Water and Sewer 2019-09-19 1313042560 77.00 454 Morristown Utilities Other Charges 61000 2019-09-05 1313042536 80.00 599 Lakeway Fire Protection. Inc 61000 599 Other Charges 2019-09-12 1313042547 First Impression Printing 82.50 61000 Other Charges 2019-09-12 1313042552 152.64 599 Suntrust Bankcard, NA 61000 599 Other Charges 2019-09-26 1313042563 100.00 Elliott Boots 61000 12 Administration Total: 1.953.20 62000 2019-09-12 1313042543 3.061.28 404 Asphalt - Hot Mix Blalock & Sons Inc. 62000 404 Asphalt - Hot Mix 2019-09-12 1313042550 Newport Paving & Ready Mix 8,551.87 62000 Asphalt - Hot Mix 2019-09-19 1313042558 8,660.47 404 Apac Atlantic, Inc 62000 Crushed Stone 2019-09-12 1313042554 5.839.86 409 **Vulcan Materials Company** 62000 **General Construction Materials** 2019-09-05 1313042539 213.00 426 Smoky Mountain Farmers Co-Op 309.76 62000 Uniforms 2019-09-12 1313042546 451 Cintas Corp., Loc. 207 62000 Fencing 2019-09-19 1313042561 Roadway Solutions LLC 2,550.00 467 62000 29.186.24 Highway And Bridge Maintenance Total: 7 Diesel Fuel 2,176.61 63100 412 2019-09-05 1313042533 Fuelman Equipment Parts - Heavy 2019-09-05 1313042534 286.85 63100 416 Interstate Battery System 1313042535 187.26 63100 Equipment Parts - Heavy 2019-09-05 416 Interstate Tractor 63100 416 Equipment Parts - Heavy 2019-09-05 1313042538 NAPA Auto Parts Of Morristown 1.767.82 63100 Equipment Parts - Heavy 2019-09-26 1313042566 458.25 416 Meade Tractor 1313042541 772.90 63100 424 Garage Supplies 2019-09-12 American Welding & Gas Inc. 63100 424 Garage Supplies 2019-09-12 1313042551 503.64 Safety-Kleen Systems, Inc. Gasoline 1313042533 1,504.06 63100 425 2019-09-05 Fuelman Gasoline 1313042544 133.13 63100 425 2019-09-12 BP Tires And Tubes 2019-09-12 1313042548 14,952.66 63100 450 Goforth Tire & Auto. Inc 1313042537 63100 Other Supplies And Materials 2019-09-05 242.20 499 Lane Sales Power Equipment 63100 Operation And Maintenance Of Equipment Total: 11 22,985.38 1313042555 Wilson, Issac 68000 Highway Equipment 2019-09-12 6,795.00 714 1313042562 Wilson, Issac 68000 2019-09-19 6,120.00

Capital Outlay

12.915.00

67,039.82

Total: 2

Total of checks for Highway/Public Works Fund (#131)

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2019

Hamblen County Commission

September

Month

Year

	#101 DEPT: County	Commission / Othe	r 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
ief Descriptions of issu	ue:	1	www.h. CamDaala	
rief Descriptions of issu o increase appropriation	ue: ons and revenue relating to the sale of vario	us surplused items th	rough GovDeals.	
rief Descriptions of issu o increase appropriation	<i>ue:</i> ons and revenue relating to the sale of vario	us surplused items th	rough GovDeals.	
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rief Descriptions of issu o increase appropriation	ue: ons and revenue relating to the sale of vario	us surplused items th	rough GovDeals.	
o increase appropriation	ons and revenue relating to the sale of vario	For Finance Dep	artment Only:	
o increase appropriation	ens and revenue relating to the sale of various and revenue relating to the sale of various areas and revenue relating to the sale of various and revenue		artment Only:	



Hamblen Count				
Month September		v		
Fund	#101 DEPT:	Jail		
Account Number	Descri		Increase	Increase
	INCREASE AT LOT MITTO	1700		
54210.710	Food Service Equipment		\$ 732.00	
100 4 100 100 100		y		
, , , , , , , , , , , , , , , , , , , ,	INCREASE REVENUE	Ati and the state of the state		
44530	Sale of Equipment			\$ 732.00
	(1 - (i)(1)(4)	9	,	
XIII X				
Brief Descriptions of iss To increase appropriat	sue: ions and revenue relating to the sale	of various surplused items in	the jail kitchen.	
		4		
		(A)		
Signature: Signature:	Justina Opsistant	For Finance Depa Reviewed by:	artment Only:	
Title: Exam		Budget Amendme		
Date:	-30-19	Date:		



2019

Hamblen County Commission

September

Month

Year

			T.,	Increase
Account Number	Description INCREASE APPROPRIATIONS:		Increase	Increase
	INCREASE APPROPRIATIONS:			
	Social, Cultural, and Recreation P	Projects		
91150.717	Maintenance Equipment		\$ 1,400.00	
	Parks and Fair Boards			
56700.791	Other Construction		\$ 1,745.00	
	INCREASE REVENUE			
44530	Sale of Equipment			\$ 3,145.00
Brief Descriptions of issue the second secon	<i>ie:</i> ons and revenue relating to the sale of Chero	okee Park playground	l equipment	



2019

Hamblen County Commission

Year

September

Month

51300.355 INC 44170 A Brief Descriptions of issue: To record refund of a credit can	Description REASE APPROPRIATIONS: Pavel REASE REVENUE iscellaneous Revenue	\$ 375.00	Increase \$ 375.00
51300.355 INC 44170 A Strict Descriptions of issue: To record refund of a credit can	ravel REASE REVENUE	\$ 375.00	\$ 375.00
rief Descriptions of issue:	REASE REVENUE	\$ 375.00	\$ 375.0
rief Descriptions of issue:			\$ 375.0
rief Descriptions of issue:	iscellaneous Revenue		\$ 375.00
o record refund of a credit car			
	d payment to the County Mayor's Office ar oriate expenditure account where the payr	nd ment was originally charged.	
ignature: Bill	Buttain	For Finance Department Only: Reviewed by:	
Title: County	11/14 0 0	Budget Amendment:	



Month August	Y	Year 20	19		
Fund	#101	DEPT:	Sheriff's Department	;	
Account Number	INCREAS	De E APPROPRIAT	scription	Increase	Increase
54110.716		orcement Equipme		\$13,472.00	
47990		E REVENUE	aue		\$13,472.00
				1	
Brief Descriptions of is To record payment of transfer the funds to the	Justice Assistan	ce Grant (JAG) aw xpenditure accour	arded to Hamblen County it used to purchase a mobi	and to le forensic program.	
N .	Denitus 0 enitus 191-15	Indune	Reviewed Budget A	nce Department Only: l by:	



Hamb	len County	Commission			
Month	September	Year 20	19		
und		#101 DEPT :	Sheriff's Department		
Acco	ount Number		scription	Increase	Increase
		INCREASE APPROPRIATI	IONS:		
	54110.451	Uniforms		\$ 50.00	
			7		
		INCREASE REVENUE			
	48610	Donations			\$ 50.00
			į.		
To incre	scriptions of issu ase appropriatio len County for F	e: ns and revenue relating to the de Ionor Guard uniforms	onated funds received from the R	epublican Par	ty
Signatuı	re: <u>Lilll</u>	in Hammand in	For Finance Depa Reviewed by:	artment Only:	
Title:	Exec	Indiaal initu	Budget Amendme		-
Date:	6.3	0-19	Date:		Α.



Hamblen County Commission

Month S	September	Year <u>2019</u>		
Fund		#101 DEPT: Geographical Information Systems		
Account	Number	Description	Increase	Decrease
		INCREASE APPROPRIATIONS:		
		Geographical Information Systems		
5176	60.709	Data Processing Equipment	\$1,500.00	
		DECREASE FUND BALANCE:		
		General Fund		
3499	0.5231	Reserved for Other General Purposes - Computerized Mapping		\$ 1,500.00
Brief Descrip	otions of issuate funds for	<i>te:</i> r the purchase of a new computer for the Geographical Informational S	Systems Tecl	hnician.
	7,	For Finance Departme	ent Only:	
Signature:	0707	Reviewed by:	- Only.	
Title:	1772 1	Budget Amendment:		
Date:	10/91	Date:	=	



Hamblen County Commission

Account Number	Description Increase	Decrease
Account Ivaniber	INCREASE APPROPRIATIONS:	
99100.590	Transfers Out to Other Funds \$ 1,500,000.00	
	DECREASE FUND BALANCE:	0.4 500 000 0
34580	Restricted For Debt Service	\$ 1,500,000.0
und approved by Reso	ue: Indment for the transfer of funds from the General Debt Service Fund to the General Iution 19-14 adopted by the Hamblen County Commission on August 22, 2019. End an interfund capital outlay note of \$1,500,000.	Capital Project

Hamblen County, Tennessee Bid Tabulation

Bid Name: 2019 or Newer, Commercial Grade

Notice

Tractor

Nouce

Department: Cherokee Park

Citizen Tribune Newspaper (online) -Public Notice

Date Bids Opened: 9/30/2019 @ 2:00p.m.

Hamblen County Government

Citizen Tribune Newspaper - Public

Website

Finance Committee Review: 10/15/2019 @ 5:30p.m.

Emailed 4 Approved Vendors

Co. Commission Review: 10/24/2019 @ 5:00p.m.

Vendors Bidding

Bid Advertisement:

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

Recommendation from Frank Parker for Award:

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

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

Advertisement: 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	Standard Equipment	Option #1 Heated Tack Tank	Option #2 Spray Tack Unit	Option #3 Solvent Tank	Option #4 Utility Hand Torch	Option #5 Light Bar, Directional Arrows & Controller	
Brand of Equipment: K & M International Total Cost with	\$ 29,441.00 Option #6 Strobe Light	\$ 3,975.00 Option #7 Loading Hoist/Winch & Davit 12V Operation	\$ 3,275.00 Option #8 Loading Hoist/Winch & Davit Manual Operation	\$ 375.00 Option #9 Tool Rack	\$ 1,150.00 Option #10 Spare Tire- Mounted	\$ 1,450.00 Option #11 Spare Tire-Loose	No
Highlighted Options: \$ 41,366.00	\$ 300.00	\$ 2,850.00	\$ 1,600.00	\$ 290.00	\$ 525.00	\$ 260.00	
Stringfellow Inc. Nashville, TN	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 #5 Light Bar, Directional Arrows & Controller \$ 1,471.00	
Falcon Total Cost with Highlighted Options:	Option #6 Strobe Light	Option #7 Loading Hoist/Winch & Davit 12V Operation	Option #8 Loading Hoist/Winch & Davit Manual Operation	Option #9 Tool Rack	Option #10 Spare Tire- Mounted	Option #11 Spare Tire-Loose	Yes
\$ 37,963.00	\$ 423.00	\$ 974.00	\$ 674.00	\$ 198.00	\$ 534.00	\$ 233.00	

Recommendation from Barry Poole for Public Works Equipment & Supply: 1) Meets all specifications with no exceptions; Award: 2) State recommended this brand of equipment

Bid

Hamblen County, Tennessee Bid Tabulation

Uniforms for Correctional Officers Bid Name:

(2019-10)

Department: Hamblen County Jail

Bid Advertisement:

Citizen Tribune Newspaper - Public Notice

Citizen Tribune Newspaper (online) - Public Notice

Hamblen County Government Website

Emailed 11 Approved Vendors

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

Finance Committee Review: 10/15/2019

Co. Commission Review: 10/24/2019

	Vendors Bidding		
Item Detail	Summit Uniforms Knoxville, TN	BKT Uniforms Kingsport, TN	CMS Uniforms Nashville, TN
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 <i>or</i> Equivalent	\$40.35	\$42.92	\$40.24
Delivery Cost:	\$ -	UPS Charges	\$ -
Delivery Time:	14 Days	30-45 Days	30 Days
Total Cost for one (1) Complete Uniform including Delivery:	\$127.15	\$133.48	\$125.21
Exceptions Taken:	No	No	No

Recommendation from Lt. Hambrick for Award: Summit Uniforms - A) Local company; B) Delivery Timer (14 daway)

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		



To: Hamblen County Commission

From: Bill Brittain

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.

RENEWAL AND EXTENSION AGREEMENT FOR PROFESSIONAL SERVICES

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: ACCEPTED BY:

Hamblen County, Tennessee JBI, LTD., a Texas Limited Partnership

Name
Title
Address:

JBI, LTD., a Texas Limited Partnership By: Justice Benefits, Inc., a Texas Corporation

Its: Corporate General Partner

Michael F Moore

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



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

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

CT. Heally 202



Smart Communications Holding, Inc. <u>Master Services Agreement</u>

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. <u>Systems.</u> 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. <u>Use of Systems.</u> 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. <u>Hardware and Software License</u>. 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. <u>Ownership.</u> Smart Communications is and shall remain the owner of the equipment provided by Smart Communications whether or not physically attached to real estate.

- 5. <u>License Restrictions:</u> 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. <u>Title</u>. 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. <u>Term.</u> 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. <u>Limitation of Liability</u>. 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 subcontractors. 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. <u>Confidential Information and Non-Disclosure</u>. 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. <u>Default and Termination</u>. 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. <u>Insurance</u>. 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 contact. 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. <u>Warranty Against Contingent Fees.</u> 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. <u>Subcontracts.</u> Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.
- 15. <u>Provider Personnel</u>. 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. <u>Provider Cooperation.</u> 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. <u>Public Information.</u> 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. <u>Access to Management Information.</u> 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. <u>Permits and Licenses.</u> 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. <u>Third-party Rights.</u> 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. <u>Public Entity Crime</u>. 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. <u>Waiver of Breach</u>. 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. <u>Compliance with Laws</u>. 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. <u>Governing Law</u>. 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. <u>Attorney Fees</u>. In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney's fees and costs.
- 26. <u>Completeness of Agreement</u>. 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. <u>Force Majeure</u>. 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. <u>Assignment</u>. 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. <u>Severability</u>. 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. <u>Matters to be Disregarded</u>. 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. <u>Notices</u>. 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. <u>Counterparts</u>. 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 72 nd Street Seminole, FL 33777		



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:

SmartKioskTM and Secure Network

- 1. The SmartKioskTM 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 SmartKioskTM is a custom, ruggedized and correctional grade Kiosk of our custom specifications that will connect to our secure network.
- **4.** The SmartKioskTM 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 SmartKioskTM within each housing unit within the facility.
- 7. Each SmartKioskTM is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use the Kiosk.

SmartInmateTM 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 Innate 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 = 1 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 SmartKioskTM 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 SmartKioskTM 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 SmartKioskTM 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	Notice Address:
510 Allison St.	10491 72 nd Street
Morristown, TN 37814	



October 8, 2019

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

Current Service Agreement Renewal Date:

Video Upgrade Morristown, TN Upgrade Warranty Expiration:

February 7, 2019

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.

	For selecting a one	or two year Agreement:		
	If paid annually (refl	ects a 3% discount)	\$	19,988.14
	If paid bi-annually (each payment)	\$	10,303.17
	If paid quarterly (ea	ach payment)	\$	5,151.58
	Year one: (reflects a If paid annually yea If paid bi-annually (\$ \$	17,989.33 9,272.85
	If paid quarterly (ea		\$	4,636.42
	Years two through f		¢	10 000 14
	If paid bi-annually (two - five (reflects a 3% discount)	\$ \$	19,988.14 10,303.17
	If paid quarterly (ea		\$ \$	5,151.58
	ir paid quarterry (ca	en payment)	Ψ	3,131.30
receipt of signed agre Please select your Servic I Year 2 Years 3 Years 4 Years 5 Years	e Agreement term by ur payment option by	nty — with your Current Service Agreemer ment will renew each year on July 1 st . your initials in the appropriate box: your initials in the appropriate box:		
Printed Name and	Title:			
Date:				
SWC - Submitted by:				
Customer's Author	rized Signature:	Chris Plemons		
Printed Name and	Title:	Chris Plemons Service I	Manager	
Date:		October 8, 2019		

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

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

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

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

September						-		72V 20	0.0 10		20.0	126	200	2000
Permit	Date	Applicant	Туре	Address	Construction	Permit	SW	Plumbing	Mech.	Gas	Total	Tax Map		Parcel
14-1536	9/4/19	Peggy Lewis	House 1260 sqft	1810 Hill Trail Dr	\$95,000.00	\$655.00	\$100,00				\$755,00	016M	С	014.02
14-1537	9/3/19	L Dotson	cover on front/back deck	5167 Stuffel Rd	\$5,300.00	\$64.00		à	12,-00		\$64,00	018	- 20	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 Stutts	tower 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	506 Custer Dr	\$1,840.00	\$0,00					\$0.00	026B	В	013:00
147-1541	9/6/19	Spencer Seals	deck cover	1011 Spencer Hale Rd	\$900.00	\$40,00					\$40.00	050M	Α	014.00
14-1542	9/6/19	Kellie Collins	above-ground pool	814 Foxglove Lane	\$6,036.00	\$50.00					\$50.00	040C	F	007.00
14-1543	9/9/19	Karen Smith	DWMH	1986 Grove Dale Dr	\$89,900.00	\$350.00					\$350.00	032		PT122.0
14-1544P	9/9/19	Larry Lynch	plumbing	4056 Harborview Dr				\$105.00			\$105,00	017C	Α	058.00
14-1545	9/11/19	Mark Kimbrough	House 1040 sq ft	1551 MullinsRd	\$100,000.00	\$590.00	\$100.00				\$690.00	012		032.06
14-1546M	9/11/19	Mark Kimbrough	mechanical	1551 MullinsRd					\$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	\$1,596.70	\$100.00				\$1,696.70	011E	A	003_00
14-1548M	9/9/19	Scott Buck	mechanical	1918 Turners Landing Rd					\$20.00	\$25.00	\$45.00	011E	Α	003.00
14-1549	9/11/19	Roger Cust Cons	add/remodel/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		1315.000			\$20.00		\$20.00			
14-1551	9/11/19	Darrell Keene	House 1783 sq ft	7779 Wells Rd	\$150,000.00	\$1,090.90	\$100.00				\$1,190.90	046		029.03
I4-1552M	9/11/19	Darrell Keene	mechanical	7779 Wells Rd					\$20.00		\$20.00	046		029.03
14-1553	9/11/19	Tim Clevenger	storage bldg10x12	2830 Robindon Creek Rd	\$1,000.00	\$0,00					\$0.00	043		PT039.0
14-1554	9/12/19	Trey Griffith	storage bldg 25x26	1593 Pleasant View Dr	\$4,700.00	\$162.50					\$162.50	047H	В	009.00
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
4-1557M	9/13/19	Doyle Whitmill	mechanical	1047 Little Mountain Rd			100000000000000000000000000000000000000		\$20.00		\$20.00	027		011.03
4-1558P	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 Tem St	\$7,000.00	\$150,00		400,000			\$150.00	0410K	В	009.00
14-1560	9/17/19	Jeff Barnette	deck cover	6562 Cedar Hill Rd	\$1,500.00	\$50.00					\$50.00	0390	С	007.00
14-1561	9/17/19	Jerry Herron	add/deck/cover to barn	2645 Inman Bend Rd	\$5,000.00	\$193.00					\$193.00	032		009.00
14-1562	9/19/19	Michael Dorton	storage bldg	1525 Boardwalk Cr	\$7,200.00	\$156.00					\$156.00	018J	В	069 00
4-1563	9/20/19	Philip Toby	carport	1020 Beth Drive	\$2,085.00	\$25.00					\$25.00	027H	Α	021.00
		1411751		2183 Old Cedar Ln	\$3,100.00	\$25.00					\$25.00	039P	F	016.00
14-1564	9/20/19	Kenneth Fannon	carport	3195 Valley Home Rd	\$200.00	\$25,00					\$25.00	056		016.07
14-1565	9/20/19	Michael Painter	carport	1028 Beth Dr	\$9,300.00	\$105.00					\$105.00	027H	Α	022.00
14-1566	9/23/19	Eric Branham	deck around pool	2644 Inman Bend	\$42,000.00	\$95.50					\$95.50	032		007.04
14-1567	9/23/19	Amy Herndon	porch/cover/carport				\$100.00				\$1,413.30	011D	Α	140.00
14-1568	9/25/19	John Coffey	House 2126 sqft	6536 Smokey Mountain Ct	\$298,500.00	\$1,313.30	\$100.00		\$30.00		\$30.00	011D	A	140.00
4-1569M	9/25/19	John Coffey	mechanical	6536 Smokey Mountain Ct	e420.000.00	6044.00			\$30,00		\$814.00	040P	D	032.00
14-1570	9/26/19	Anthony Burke	House 1480 sqft	5680 Academy Dr	\$130,000.00	\$814.00	- 5		200.00		\$20.00	040P	D	032.00
4-1571M	9/26/19	Anthony Burke	mechanical	5680 Academy Dr	000,000,00	4075.00			\$20,00		\$375.00	0407		054.00
14-1572	9/26/19	Andrews & Hosk	garage attached	4384 Barding Drive	\$50,000.00	\$375.00							F	062.00
14-1573	9/27/19	Hooten (Long)	addition	5193 Copper Ridge Rd	\$21,646.90	\$96,00	0400.00				\$96.00	0111	G	015.00
14-1574	9/27/19	M Flores(Fiorio)	House 1800	1943 Wanda Terrace	\$200,000.00	\$1,010.00	\$100.00		400.00		\$1,110.00	017L		
4-1575M	9/27/19	M Flores(Fiorio)	mechanical	1943 Wanda Terrace	-22-32-22	4000 00			\$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			000.00		\$836,00	046		pt 034 0
4-1577M	9/30/19	Billy King	mechanical	1246 Greenbriar Rd					\$20.00		\$20.00	046		pt 034.0
											\$0.00			
	Total			Total:	\$1,982,207,90	\$11,383,40	\$700.00	\$215,00	\$205.00	\$25,00	\$12,508.40			
tunning	Total				\$4,716,258,45	\$29,392.46	\$1,400.00	\$540.00	\$395,00	\$45.00	\$31,772.97			
					Total No.	Amount		Total				ETHRA	CONTRACTOR OF THE PARTY.	-
				Copies and Miscellaneous		\$7.00		\$0.00	September			HOMES	0	0
				Re-Zoning Request		\$75,00		\$150.00	Grand					
				Variance Request		\$50.00		\$0.00	Total:		\$13,508.40			
				Plat Approval		\$150,00		\$750,00						
		3 lots or	more	Land Disturbance/Development		\$100.00		\$0.00	2019-2020					
)		Use on Review		\$50.00		\$100.00	Running					
				Refunds				\$0.00						
				Total Collected				\$1,000.00	Total:		\$34,997.97	F	Return	to Cor
				Running Total Collected				\$3,225.00						

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) 586-3083 FACSIMILE: (423) 586-0513 WEBSITE: cappsbyrdlaw.com

E-MAIL: info@cccblaw.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 HAMBLEN 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

CPC/alg

Enclosures

C:USERS\AMY GREER\DOCUMENTS\PUBLIC FOLDERS\DOCUMENTS\HAMBLEN COUNTY\LETTERS\2019\BRITTAIN,BILL(INVOICE)-09-30-19.DOCX

Christopher P. Copps/alg

Law Office of Capps, Cantwell, Capps, & Byrd

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

INVOICE

Invoice # 516 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

Total

\$1,807.50

		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 litigaiton	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

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	09/16/2019	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; remail 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

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

Detailed Statement of Account

Current Invoice

nber	Due On	Amount Due	Payments Received	Balance Due
	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

INVOICE

ATTORNEYS AT LAW

1004 W. First North St. MORRISTOWN, TN 37814

Phone: 423-586-3083 Fax: 423-586-0513

DATE: OCTOBER 1, 2019

FOR:

HAMBLEN COUNTY, TENNESSEE

LEGAL SERVICES RENDERED

DESCRIPTION	AMOUNT
Title search on Stambaugh property	
The search on stampadgin property	
TOTAL	4350.00
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 ½% per month.

Thank you for your business!

DAVIS

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 09-0	1-19 Mrs.	Linda Wilson, 76, Bean Station, TN
2, 19400 09-0	2-19 Mrs.	Lorena Napieralski, 96, Kodak, TN
3. 19401 09-0	5-19 Mr.	Alfred Hensley, 82, 3100 Three Springs Road
4. 19402 09-0		Billy Sinard, 68, 1750 Allen Road
5. 19406 09-08	3-19 Mr.	James Colling, 65, 798 Seymour Street
6. 19408 09-09	9-19 Mrs.	Della Langston, 83, 1140 Cedar Creek Road
7. 19409 09-10)-19 Mrs.	Faye Conner, 93, 462 Oak Street
)-19 Mr.	Gary Herron, 53, Eidson, TN
)-19 Ms.	Shirley Gregg, 84, 612 West Fifth North Street
10. 19414 09-11	1-19 Mr.	Daniel Singleton, 72, 2645 Helton Gaby Road
11. 19415 09-11	1-19 Mr.	Howard Hixson, Jr., 72, 1348 Cain Mill Road
12, 19416 09-11	1-19 Mr.	Hershal McConathy, 90, 2265 Regency Circle
13. 19417 09-12	2-19 Mrs.	Sandra Owens, 69, 690 Pinebrook Road
14, 19418 09-12	2-19 Mrs.	Myrtle Kindle, 87, 525 Rosedale Avenue
15. 19421 09-14	l-19 Mr.	Joseph Cannon, 58, 716 Rainbow Circle
16. 19424 09-15	5-19 Ma.	Yolanda Southerland, 68, 218 Arnold Avenue
17. 19425 09-16		Judy Duggar, 57, 1013 West First North Street
18. 19426 09-16	5-19 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		George Pack, 88, 731 Douglas Avenue
22. 19436 09-21	-19 Mr.	Douglas Cross, 77, 6832 Westgate Circle
23. 19441 09-24	1-19 Mr.	Paul Rohe, 93, 1875 Bluebird Road
24. 19442 09-24		James Ross, 78, 2769 Wisteria Drive
25. 19443 09-24	1-19 Mr.	Paul Bowles, 82, 766 Berkely Street
	-19 Miss.	Mary Woodard, 86, 424 North Hill Street
27. 19447 09-29)-19 M _₹ .	Thomas Bogarus, 70, 739 East Second North Street
28, 19449 09-29		Charles Minor, 88, 5647 Bob White Trail
29. 19450 09-29		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

CC: 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

MONTHLY REPORT

DAVIS

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 Brittmin, County Mayor Hamblen County Court House Morristown, Tennessee 37814

Dear Commissioners:

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

	CASE#		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
		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.		09-20-19 Ms.	Betty Stewart, 64, 1610 Chestnut Avenue
		09-21-19 Mr.	Hugh Anderson, 87, 3675 Brights Pike
		09-22-19 Mr.	William Lunsford, 78, 1419 West A.J. Highway
		09-22-19 Mr.	Donnie Stroud, 69, 1015 East Skyline Drive
	100	·	Briting Dilve

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 Preformed
 - *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

- 19397 09-01-19 Mr. John Morris, 86, 2465 McClanahan Road James Brown, 71, 2508 Brights Pike
- 2. 19398 09~01-19 Mr,
- 19427 09-16-19 Mr. 3. Robert Anderson, 88, 3406 Corbin Drive
- 4. 19430 09-19-19 Mr. Elmer Ward, 58, 2200 Spout Springs Road
- 19440 09-23-19 Miss. Sandra Watts, 58, 1016 Donna Street 5.
- 19444 09-25-19 Mrs. Clarissa Bradley, 90, 4265 Julian Avenue 6,
- 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

Hamblen County Medical Examiner

- Indicates Autopsy Preformed
- 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

DAVIS

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 Jeri Ochampaugh, 69, 810 Tulip Street Ms. 19422 09-14-19 Mrs. Patricia Williford, 57, Bean Station, TN Kathy Lawless, 65, 1459 Devault Street 3. 19439 09-23-19 Miss. 4. &19448 09-29-19 Tommy Cagle, 57, 4740 Chucky River Road Mr.

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 Preformed
- *1 All home addresses are Hamblen County unless otherwise stated. # Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

DAVIS

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 Jimmy Peoples Deputy Coroner

erd/jp

CC: Hamblen County Medical Examiner

- * Indicates Autopsy Preformed
- *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

<u>#</u>	CASE#	DATE ORDERED	NAME, A	<u>G</u> E
1.	19318	07-11-19	Mr.	Randall McCravey, 40
2.	19327	07-16-19	Miss.	
3.	19367	08-12-19	Mr.	Robert Rush, 38
		08-12-19	Ms.	Teresa Jordan, 50
5.	19383	08-24-19	Miss.	
6.	19391	08-28-19	Mr.	Coy King, 61
7.	19396	09-01-19	Mr.	Fortino Martinez-Reyes, 30
8.	19403	09-06-19	Mr.	Christopher Snowden, 47
9.	19407	09-09-19	Mr.	Danny Stewart, 65
		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

DEPUTY DISTRICT ATTORNEY: Cecil C. Mills, Jr.

ASSISTANTS:

Connie G. Trobaugh Kimberly 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

Bobbie Lakins Lisa Kidwell

SECRETARIES: Honorable Bill Brittain Rebecca Burchett Hamblen County Mayor 511 West 2nd North Street

Morristown, TN 37814

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



Office of

District Attorney General

Greene, Hamblen, Hawkins and Hancock Counties

Third Iudicial District

124 Austin Street, Suite 3

Greeneville, Tennessee 37745

423/787-1450

September 24, 2019

OFFICES OFFICE OF HAMBL Ban E. Armstrong

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

Return to Committee Cover

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 <u>our community</u> before a jury of <u>our citizens</u>, 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

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 its and pay interest 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 this Δh 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.

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 Cle**rk 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

Hamblen County Clerk

ATTESTED:

SEAL

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 Premlum/Discount: \$ 0.00
3. Interest Cost: 0.0000 % 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: ☐ General Government ☐ Education ☐ Utilities ☐ Other ☐ Refunding/Renewal ☐ Refunding/Renewal ☐ Refunding/Renewal ☐ BRIEF DESCRIPTION ☐ Interfund Captial 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 ☐ Other ☐ Refunding/Renewal ☐ Refunding/Rene
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 Negotiated Sale Informal Bid Seneral Debt Service Fund Informal Debt Service Fund
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
2020	\$500,000.00	0.0000 %
2021	\$500,000.00	0,0000 %
2022	\$500.000.00	0.0000 %
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%

Year	Amount	Interest Rate
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%

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	Profess	ionals

No costs or professionals		F1014 11014
	(Round to nearest 5)	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		
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)

AMOUNT (Basis points/S) (If different from J/LL) Remarketing Agent Paying Agent / Registrar Trustee	12. Recurring Costs:
Remarketing Agent Paying Agent (Registrar Trustee Liquidity / Credit Enhancement Escrow Agent Sponsorship / Program / Admin Other 13. Disclosure Document / Official Statement: None Prepared EMMA link or Copy attached 14. Continuing Disclosure Obligations: Is there an existing continuing disclosure obligation related to this debt? Yes No Is there an existing 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 Name and title of person responsible for compliance N/A Soverning 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	
Paying Agent / Registrar Trustee Liquidity / Credit Enhancement	
Trustee Liquidity / Credit Enhancement Escrow Agent Sponsorship / Program / Admin Other 13. Disclosure Document / Official Statement: None Prepared	
Uquidity / Credit Enhancement Escrow Agent Sopnosorship / Program / Admin Other 13. Disclosure Document / Official Statement: None Prepared	
Sponsorship / Program / Admin Other	
13. Disclosure Document / Official Statement: None Prepared EMMA link or	
13. Disclosure Document / Official Statement: None Prepared EMMA link or	
None Prepared EMMA link or or	Other
EMMA link	13. Disclosure Document / Official Statement:
Copy attached	✓ None Prepared
14. Continuing Disclosure Obligations: Is there an existing continuing disclosure obligation related to the security for this debt?	EMMA link or
Is there an existing continuing disclosure obligation related to the security for this debt? Is there a continuing disclosure obligation agreement related to this debt? 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 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: OR Email to:	Copy attached
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Mail to: OR	
425 Fifth Avenue North, 4th Floor Nashville, TN 37243-3400	425 Fifth Avenue North, 4th Floor
18. Signatures:	40 Claushouses
	AUTHORIZED REPRESENTATIVE PREPARER
A STATE OF THE STA	Name Bill Brittain Anne Bryant-Hurst Anne Bryant-Hurst
Trainbler County Mayor	Name Bill Brittain Anne Bryant-Hurst Title Hamblen County Mayor Finance Director
Email BBrittain@co.hamblen.tn.us abryant-hurst@co.hamblen.th.us Date 09/30/2019 09/30/2019	Name Bill Brittain Anne Bryant-Hurst Title Hamblen County Mayor Firm Hamblen County Mayor

Hamblen County Commission Finance Committee Information Purposes Only

September

Month



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

2019-2020

und	#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
	e: ons to cover the cost of repair work on Planning Dept's vehicle		
Brief Descriptions of issue to reclassify appropriations of the control of the co	ons to cover the cost of repair work on Planning Dept's vehicle		
o reclassify appropriati	ons to cover the cost of repair work on Planning Dept's vehicle		
To reclassify appropriati	ons to cover the cost of repair work on Planning Dept's vehicle		
Co reclassify appropriation of the control of the c	ons to cover the cost of repair work on Planning Dept's vehicle nt		
Requesting Departme	nt Outnest Manager t. 30, 2019		
Requesting Departme Signature:	nt Outnest Manager t. 30, 2019	For Finance	ce Depaytment (
Requesting Departme Signature: Citle: Date: Approval by County M	nt Outnest Manager t. 30, 2019		ce Department (by: ADH

Hamblen County Commission Finance Committee Information Purposes Only

September

Month



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

2019-2020

	Description	Increase	Decrease
Account Number	APPROPRIATIONS:		
X.			
57800.310	Contracts with Other Public Agencies	\$ 9,000.00	
57800.399	Other Contracted Services		\$ 9,000.00
07000.393	Other Contracted Services		
	ents to KMHB.		
questing Departmen			
1			
questing Departmen	whitaker		
e: Depart	whitaker when agur		
e: Departe: Oct	whitaker whent manager : 3, 2019		
nature: Wina	whitaker whent manager : 3, 2019		
nature: Unia e: Depart e: Oct	whitaker whent manager : 3, 2019	For Finance	va Denartment (
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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		
und	#122	DEPT: Drug Control Fund		
Account Number		Description	Increase	Decrease
	APPROPE	RIATIONS:		
54150.716	Law	Enforcement Equipment	\$ 1,481.00	
F.11F0 F10	7/	or Vehicles		\$ 1,481.00
54150.718	IMOC	or venicles		
		THE REWRISE TO THE REPORT OF T		
Annual Control of the		e purchase of a vault for the recently purc		
Requesting Departme	nt			
		0		
Signature:	July (Jaminon	- '	
Title:	where	the Lascal en	_	
Date:	9-3	0-19		
Date:		0 . 1		
Approval by County M	layor	0 11		
Signature:	Sell 1	Surfain	- Company	The Control of the Co
		Ma	For Finar Reviewed	by: A DIS
Title:	ung	1 Wys		mendment 122-00
Date:	10-2.	7019	Budget A	mendment

Hamblen County Government PUBLIC SERVICES COMMITTEE



PUBLIC SERVICES COMMITTEE

Tim Goins *Chairman*

James Stepp *Vice-Chairman*

Howard Shipley *Ex-Officio*

Jeff Akard *Member*

Joe Huntsman, Sr. *Member*

Bobby Haun *Member*

Tim Horner *Member*

Wayne NeSmith *Member*

Tuesday, October 15, 2019
Immediately Following Adjournment of Finance Committee
Large Courtroom – Hamblen County Courthouse

AGENDA

- 1. Call to Order Chairman Tim Goins
- 2. Visitors Wishing to Address the Committee Chairman Tim Goins (Visitors will be allotted 5 minutes to speak)
- 3. Old Business Chairman Tim Goins
 - a. None
- 4. New Business Chairman Tim Goins
 - a. Resolution to Amend the 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-Lori Matthews, Planning Consultant
 - b. Revisions to Property Maintenance Regulations
 - c. Amended Joint Economic and Community Development Board of Hamblen County, TN Agreement
 - d. Surplus Items Finance Department
- 5. Items of Interest (No Action Necessary) Chairman Tim Goins
 - a. Letter from Tennessee Management Agency (TEMA) to Chris Bell, Director of Morristown- Hamblen EMA
- 6. Adjournment Chairman Tim Goins

|--|

A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLEN 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	<u>.</u>
Second by	<u>.</u>
Voting For:	Voting Against:
ATTEST:	
County Clerk	
AUTHENTICATED:	
County Mayor	
Date:	

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

ZELAKTMENT OF GOMMONTH DEVELOT MENT & LEMMING

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.





RESOLUTION #

HAMBLEN COUNTY PROPERTY MAINTENANCE CODE

Amended October 24, 2019

A Resolution of the Hamblen County Commission adopting the <u>Hamblen County Property Maintenance</u> <u>Code</u>, <u>2018 edition</u>, 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 <u>April 23, 2015</u> 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.hamblencountytn.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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- 106 Notices and Orders
- 107 Unsafe Structures and Equipment
- 108 Emergency Measures
- 109 Demolition
- 110 Means of Appeal
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CHAPTER 1 SCOPE AND ADMINISTRATION PART 1 - SCOPE AND APPLICATION

Section 101

General

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

101.2 <u>Scope</u>-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 <u>Intent</u>-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 <u>Severability</u>-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 <u>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.</u>

102.2 <u>Maintenance</u>-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** <u>Application of other codes</u>-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 <u>International Zoning Code</u> 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** <u>Workmanship</u>-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** <u>Historic Buildings</u> -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** <u>Application of reference</u>-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 <u>General</u> - 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 <u>Deputies</u>-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 <u>Liability</u>-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 <u>Inspections</u>-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** <u>Identification</u>-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** <u>Notice and orders</u>-The code official shall issue all necessary notices or orders to ensure compliance with this code.
- **104.5** <u>Department records</u>-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.

Violations

- **105.1** <u>Unlawful acts</u>-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** <u>Notice of violation</u>-The code official shall serve a notice of violation or order in accordance with 106.
- **105.3** <u>Prosecution of violation</u>-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** <u>Violation penalties</u>-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** <u>Abatement of violation</u>-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.

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 <u>Unauthorized tampering</u>-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 <u>Penalties</u>-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

Unsafe Structures and Equipment

107.1 <u>General</u>-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** <u>Unsafe structures</u>-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** <u>Unsafe equipment</u>-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** <u>Structure unfit for human occupancy</u>-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** <u>Unlawful Structures</u>-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** <u>Closing of vacant structures</u>-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** <u>Authority to disconnect service utilities</u> 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 <u>Condemnation of Property</u> - 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 <u>Placarding</u>-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.

107.4.1 <u>Placard removal</u>-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 <u>Prohibited occupancy</u>-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 <u>Abatement methods</u>-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 <u>Record</u>-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 vacant 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 <u>Temporary safeguards</u>-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

Demolition

109.1 <u>General-</u> 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 <u>Failure to comply</u> -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** <u>Chairman</u>- <u>Officers</u>-The board shall annually select one of its board members to serve as chairman, vice-chairman & secretary.
- **110.2.2** <u>Disqualification of member</u>-A member shall not hear an appeal in which that member has a personal, professional or financial interest.
- **110.2.3** <u>Secretary</u>-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** <u>Compensation of members</u>-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 necessary Before 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** <u>Procedure</u>-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** <u>Postponed hearing</u>-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** <u>Board decision</u>-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** <u>Records and copies</u>-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** <u>Administration</u> -The code official shall take immediate action in accordance with the decision of the board.
- **110.7** <u>Court review</u>-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** <u>Stays of enforcement</u>-Appeals of notice and orders shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

Stop Work Order

- **111.1** <u>Authority</u>-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** <u>Issuance</u>-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** <u>Scope</u>-Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meaning shown in this chapter.
- **201.2** <u>Interchangeability-</u>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** <u>Terms defined in other codes</u>-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** <u>Terms not defined</u>-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** <u>Parts-</u> 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".

General Definitions

Anchored-Secured in a manner that provides positive connection

Approved-Approved by the code official

<u>Basement</u>-That portion of a building which is partly or completely below grade

<u>Bathroom</u>-A room containing plumbing fixtures including a bathtub or shower

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

<u>Code Official</u>-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

<u>Detached</u>-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

<u>Dwelling Unit</u>-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

<u>Easement</u>-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

<u>Equipment Support-</u>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

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

<u>Guard</u>-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.

<u>Habitable Space</u>-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.

<u>Housekeeping Unit</u>-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.

<u>House Trailer</u>-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

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

<u>Inoperable Motor Vehicle</u>-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

<u>Labeled-Equipment</u>, 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.

<u>Let for Occupancy or Let</u>-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

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

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

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

<u>Owner</u>-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.

<u>Pest Elimination</u>-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

<u>Public Way-</u>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 <u>Repeat Offense</u>-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

<u>Rubbish-</u>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.

<u>Sleeping Unit</u>-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.

<u>Strict Liability Offense</u>-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.

<u>Structure</u>-That which is built or constructed or a portion thereof

<u>Subdivision</u>- 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".

<u>Tenant</u>-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.

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

<u>Ultimate Deformation-</u>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.

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

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

<u>Workmanlike</u>-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 <u>Scope-</u> 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 <u>Vacant structures and land</u>-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 <u>Sanitation</u>-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 <u>Grading and drainage</u>-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.

302.3.1 <u>Stagnant water</u> 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 <u>Accessory Buildings</u>-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 <u>Inoperable Motor Vehicles-</u>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) inoperative 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 <u>House trailers-</u>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 <u>Defacement of property</u>-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.

Swimming Pool, Spas and Hot Tubs

303.1 <u>Swimming Pools</u>-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 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;
- Structural members that have evidence of deterioration or that are not capable of safely 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** <u>Premises identification</u>-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** <u>Structural members</u>-All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
- **304.4** <u>Foundation walls</u>-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 rottingmaterials; 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** <u>Stairways, decks, porches and balconies</u> -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** <u>Handrails and guards</u>-Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- **304.10** <u>Doors</u>-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 <u>Basement hatchways</u>-Every basement hatchway shall be maintained to prevent the entrance of rodents, rain, and surface drainage water.

Section 305

Handrail and Guardrails

305.1 <u>General</u>-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 <u>Disposal of rubbish</u>- 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.

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

306.3 <u>Disposal of garbage</u>-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 <u>Garbage facilities-</u>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 <u>Containers</u>-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.

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 # ad	opted this 24th day of October 2019.
Hamblen County Board of Commissioners	
Ву:	
, Chairman	W J
APPROVED:	ATTEST:
By:	Ву:
Bill Brittain Hamblen County Mayor	Penny Petty Hamblen County Clerk

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

THIS INTERLOCAL AGREEMENT is made and entered into by and between, HAMBLEN 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, HAMBLEN 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 HAMBLEN 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. <u>NAME</u>. There is hereby created the Joint Economic and Development Board of Hamblen County, Tennessee, hereinafter referred to as the "Board".

- II. <u>PURPOSE</u>. 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:
 - 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. <u>MEMBERSHIP OF THE BOARD</u>. 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. <u>TERMS OF BOARD MEMBERS</u>. 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. <u>COMPOSITON OF EXECUTIVE COMMITTEE</u>. 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. <u>MEETINGS</u>. 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 as 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. <u>FUNDING</u>. 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.

- BUDGETS. An annual budget to fund the activities of the Board shall be X. 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.
- 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. Fund 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.** <u>AMENDMENTS</u>. 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 <u>Amended</u> Agreement shall become effective upon its approval by the legislative bodies of both the County and the City.

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 than this Agreement has been duly and lawfully approved by the participating government they represent.

XVI. EXECUTION. The County and City evidence their approval of this Agreement

CITY OF MORRISTOWN	HAMBLEN COUNTY, TN	
BY:	BY:	
ATTEST:		
BY:		



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



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

Hamblen County Government CALENDAR & RULES COMMITTEE



CALENDAR & RULES COMMITTEE

> James Stepp Chairman

Mike Minnich Vice-Chairman

Howard Shipley *Ex-Officio*

Thomas Doty *Member*

Tim Horner *Member*

Joe Huntsman, Sr. *Member*

Member

Tuesday, October 15, 2019

Immediately Following Adjournment of Public Services Committee

Large Courtroom of the Hamblen County Courthouse

AGENDA

- 1. Call to Order Chairman James Stepp
- 2. Visitors Wishing to Address the Committee Chairman James Stepp (Visitors will be allotted 5 minutes to speak)
- 3. Old Business Chairman James Stepp
 - a. None
- 4. New Business Chairman James Stepp
 - a. Review of Regular Calendar Items
 - b. Review of Consent Calendar Items
- 5. Items of Interest Chairman James Stepp
 - a. None
- 6. Adjournment Chairman James Stepp

HAMBLEN COUNTY LEGISLATIVE BODY

Regularly Scheduled Monthly Meeting Thursday, October 24, 2019 5:00 p.m.

Open Meeting - Sheriff Esco Jarnagin

Call to Order - Chairman Howard Shipley

Prayer – Rev. Andrew Winstead Morristown, TN Pastor of Sunrise Baptist Church

Pledge of Allegiance - Commissioner Tim Goins

Roll Call - County Clerk Penny Petty

Prepared under the direction of:
Chairman Howard Shipley

1		Item Recognition / Presentations / Preselemations / Commission Chairman Howard Shiploy			
1		Recognition/Presentations/Proclamations (Commission Chairman Howard Shipley) a. Employee Years of Service			
		a. Employee reals of Service			
2		Public Comment Regarding Business of the Agenda Only (Commission Chairman Howard Shipley)			
3		Nominations/Appointments (Commission Chairman Howard Shipley)			
_	Vote	+b			
	Vote	b. Appointment to Planning Commission			
	Vote	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 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		REZONING RESOLUTION VOTE (Commission Chairman Howard Shipley)			
-	Vote				
		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)			
Ū		a. Revisions to Property Maintenance Regulations			
		CLOSE PUBLIC HEARING, RECONVENE AS HAMBLEN COUNTY LEGISLATIVE BODY (Commission Chairman Howard			
		Shipley)			
7	Vete	REVISIONS TO PROPERTY MAINTENANCE REGULATIONS VOTE			
	Vote	a. Revisions to Property Maintenance Regulations			
8					
		Calendar and Rules Committee Report (Chairman James Stepp)			
	Vote	a. Approval of Consent Calendar Items			
	Vote Vote				
9		a. Approval of Consent Calendar Items			
9		a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items			
9	Vote	a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items Approval of Consent Calendar (Commission Chairman Howard Shipley)			
	Vote	a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items Approval of Consent Calendar (Commission Chairman Howard Shipley) a. Consent Calendar			
	Vote	a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items Approval of Consent Calendar (Commission Chairman Howard Shipley) a. Consent Calendar Finance Committee (Chairman Randy DeBord) a. Monthly Checks September 2019 b. Budget Amendments			
	Vote	a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items Approval of Consent Calendar (Commission Chairman Howard Shipley) a. Consent Calendar Finance Committee (Chairman Randy DeBord) a. Monthly Checks September 2019 b. Budget Amendments i. Fund #101 County Commission/Other Facilities \$2,989			
	Vote Vote Vote Vote Vote	a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items Approval of Consent Calendar (Commission Chairman Howard Shipley) a. Consent Calendar 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 \$782			
	Vote Vote Vote Vote Vote Vote	a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items Approval of Consent Calendar (Commission Chairman Howard Shipley) a. Consent Calendar 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 \$782 iii. Fund #101 Social, Cultural, and Recreational Projects \$3,145			
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	Vote	a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items Approval of Consent Calendar (Commission Chairman Howard Shipley) a. Consent Calendar 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 \$782 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)			
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	Vote	a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items Approval of Consent Calendar (Commission Chairman Howard Shipley) a. Consent Calendar 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 \$782 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. Notification of Invitation to Bid for Convenience Center			

	Vote	h.	Video Visitation	
	Vote	i.	Maintenance Agreement for Video Security Upgrade	
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		Public C	Comment – General (Commission Chairman Howard Shipley)	
13		Announcements /Informational Items /Upcoming Meeting Dates (Commission Chairman Howard Shipley)		
		a.	November Committee Meeting: <u>Tuesday</u> , 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	
		c.	Jail/Justice Center Proposal Presentation: Thursday, October 17, 2019 at 5:00 p.m. at the Courthouse-Large	
			Courtroom	
14		Adjourr	nment (Commission Chairman Howard Shipley)	

Thursday, October 24, 2019



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 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



To:

Hamblen County Commission

From:

Bill Brittain, County Mayor

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



October 10, 2019

To:

Howard Shipley, Chairman

Hamblen County Commission

From:

Bill Brittain, County Mayor

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.