HAMBLEN COUNTY LEGISLATIVE BODY

Regularly Scheduled Monthly Meeting Thursday, November 21, 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 Mike Minnich

Roll Call - County Clerk Penny Petty

Prepared under the direction of: Chairman Howard Shipley

		1.	
Order #			
1			tion/Presentations/Proclamations (Commission Chairman Howard Shipley)
			ployee Years of Service
			nblen County Student Leadership
2		Calenda	r and Rules Committee Report (Chairman James Stepp)
	Vote	a.	Approval of Consent Calendar Items
	Vote	b.	Approval of Regular Calendar Items
3		Public C	omment Regarding Business of the Agenda Only (Commission Chairman Howard Shipley)
4		RECESS	AS HAMBLEN COUNTY LEGISLATIVE BODY-OPEN PUBLIC HEARING (Commission Chairman Howard Shipley)
		a.	Resolution 19-18 to Amend Zoning Map of Hamblen County, TN by Rezoning Tax Map 013O, Group A, Parcel
			018.00, District 04, 8020 E. Andrew Johnson Highway, Whitesburg, TN 37891 from C-1 to A-1
		CLOSE P	UBLIC HEARING, RECONVENE AS HAMBLEN COUNTY LEGISLATIVE BODY (Commission Chairman Howard
		Shipley)	
5			NG RESOLUTION VOTE (Commission Chairman Howard Shipley)
	Vote		Resolution 19-18 to Amend Zoning Map of Hamblen County, TN by Rezoning Tax Map 013O, Group A, Parcel
			018.00 , District 04, 8020 E. Andrew Johnson Highway, Whitesburg, TN 37891 from C-1 to A-1
6		Approva	al of Consent Calendar (Commission Chairman Howard Shipley)
ŭ	Vote		Consent Calendar
	Vocc	۵.	Consent Calendar
7		Finance	Committee (Chairman Randy DeBord)
,	Vote	a.	Monthly Checks October 2019
	Vote	_	Trustee Bond
	vote		Budget Amendments
	Vote	C.	i. Hamblen County Department of Education Budget Amendment #1-Increase of \$104,282.96
	Vote		·
	Vote		iii. Fund #101 Circuit Court \$5,637.99
	Vote		iv. Fund #101 Jail \$11,299
	Vote		v. Fund #101 Employee Benefits \$17,500
	Vote		vi. Fund #101 Employee Benefits \$5,899
	Vote		vii. Fund #101 Chancery Court \$7,000
	Vote		viii. Fund #101 Trustee \$3,188
8			ervices Committee (Chairman Tim Goins)
	Vote	a.	Resolution 19-19 Authorizing Hamblen County to Make Application for a 2020 Community Development Block
			Grant
	Vote	b.	Resolution 19-20 Authorizing the Hamblen County Sheriff's Department to Apply for the Jefferson Federal
			Charitable Foundation Grant
	Vote		Resolution 19-21 Declaring Hamblen County a "Second Amendments Sanctuary County"
	Vote	d.	Surplus Items –Hamblen County Jail
	Vote	e.	Approval of 2020 Regularly Scheduled Meetings of the Hamblen County Commission/Committees
	Vote	f.	Courthouse Audio System Upgrade and Video System Upgrade
9		Justice C	Center/Jail Project Committee (Chairman Tim Horner)
	Vote	a.	Approval of \$20 Million Detailed Bond Resolution
	Vote	b.	Authorization to Proceed with the Design Development Phase of the Justice Center/Jail Project
	Vote	c.	Approval to Purchase of the Hale Property and Parking Lot Development
10		Public C	omment – General (Commission Chairman Howard Shipley)
11		Announ	cements /Informational Items /Upcoming Meeting Dates (Commission Chairman Howard Shipley)
		a.	December Committee Meeting: Monday, December 9, 2019 at 5:30 at the Courthouse, Large Courtroom
		b.	December Commission Meeting: Thursday, December 19, 2019 at 5:00 p.m. at the Courthouse-Large Courtroom
		c.	2019 Morristown Christmas Parade Thursday, December 5, 2019 7:00 p.m.
12		Adjourn	ment (Commission Chairman Howard Shipley)
	l .		, 1 11

Thursday, November 21, 2019

Hamblen County Government Calendar & Rules Committee

Tuesday, November 12, 2019 Hamblen County Courthouse – Large Courtroom

MINUTES

Members Present:				
Jim Stepp, Mike Minnich, Howard Shipl	ley, Eileen Arnwine,	Thomas Doty,	Tim Horner,	Joe Huntsman, Sr.

Members Absent:

None

Call to Order

Chairman Jim Stepp called the meeting to order at 7:06 p.m.

Visitors Wishing to Address the Committee

None

Old Business

None

New Business

- a. Motion (Thomas Doty/Mike Minnich, all in favor) to approve the Regular Calendar Items as presented.
- b. Motion (Thomas Doty/Joe Huntsman, Sr., all in favor) to approve the Consent Calendar Items as presented.

Adjournment

There being no further business Chairman Stepp adjourned the meeting at 7:07 p.m.

Hamblen County Government CALENDAR & RULES COMMITTEE



CALENDAR & RULES COMMITTEE

> James Stepp Chairman

Mike Minnich Vice-Chairman

Howard Shipley *Ex-Officio*

Eileen Arnwine *Member*

Thomas Doty *Member*

Tim Horner *Member*

Joe Huntsman, Sr. *Member*

Tuesday, November 12, 2019

Immediately Following Adjournment of the 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

Order#	Item	Placed From
1	Approval of the Previous Month's Minutes – October 24, 2019	Commission Chairman
2	Approval of Notaries	County Clerk Penny Petty
3	Expenditure Reports – October 2019	Finance Committee
4	Planning Commission Building Permit Log – October 2019	Finance Committee
5	County Attorney Invoices – October 2019	Finance Committee
6	Coroner's Monthly Report – October 2019	Finance Committee
7	Budget Amendments-Approved by County Mayor i. Fund #101 UT/Agricultural Extension \$2,050	Finance Committee
8	Longevity Pay Submissions	Personnel Committee

Thursday, November 21, 2019

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

AS A CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE NOVEMBER 12, 2019 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. JILLAN RAE BLAIR	5300 OLD WHITE PINE RD MORRISTOWN TN 37813	423-748-3140	918 W 1ST N ST MORRISTOWN TN 37814	4235865291	LAUREN CARROLL W EVAN ANDERSON
2. KATHY L BUSH	4410 BROCKWOOD DR MORRISTOWN TN 378131015	423-581-5142	1216 E MAIN ST MORRISTOWN TN 378146657	423-581-8345	WESTERN SURETY COMPANY
3. JAMES CLARK	861 HIGHWAY 113 WHITE PINE TN 378904113	276-451-8804	4190 W ANDREW JOHNSON HWY MORRISTOWN TN 378141105	423-581-0987	TRAVERLERS INSURANCE
4. SARAH COCHRAN	378 HUNTSMAN LN BEAN STATION TN 377085804	423-921-4728	929 W 1ST NORTH ST MORRISTOWN TN 378144549	423-587-6870	TIS
5. BRAD GULLEY	2309 PATRICIA CIR MORRISTOWN TN 378146013	423-273-1048	1227 BUFFALO TRL MORRISTOWN TN 378144239	423-307-5011	TRAVLORS INSURANCE COMPANY
6. PAMELA JONES	1004 RHETT CIRCLE MORRISTOWN TN 37814	423-839-1396	210 EAST MORRIS BLVD MORRISTOWN TN 37813	581-3084	SOUTHERN STATES
7. ELLEN B LEACH	1565 MEADOW LANE CIR MORRISTOWN TN 378133138	423-200-7727	1216 E MAIN ST MORRISTOWN TN 378146657	423-581-8345	WESTERN SURETY
8. TINA P LOVIN	2627 ROCKY SPRINGS RD BEAN STATION TN 377086610	865-567-2988	1124 N BROADWAY ST KNOXVILLE TN 379176527	865-444-5059	TRAVELERS
9. SANDRA GAIL SELF	2200 SILVER CITY RD RUSSFLLVILLE TN 37860	000-587-1419	345 MONTVUE AVE MORRISTOWN TN 37813	5817591	EMPLOYEE BENEFIT SPECIALISTS
10. SPECNER STARR	3459 HAMILTON PLACE MORRISTOWN TN 37814	865-679-5116	4190 W ANDREW JOHNSON HWY MORRISTOWN TN 37814	4232545025	TRAVKERS
11. GINGER TYLER	407 MCCRARY DR MORRISTOWN TN 37814	423-586-3713	407 MCCRARY DR MORRISTOWN TN 37814	423-586-3713	JENNY HERRON JACK MALON
12. ANGIE WARREN	698 JENNY LN MORRISTOWN TN 378141323	423-312-5681	225 W 1ST NORTH ST, STE 102 MORRISTOWN TN 378144614	423-581-5639	TRAVELERS CASUALTY COMPANY
13. CATHERINE LYNETTE WILLIAMS	1086 ST IVES CT MORRISTOWN TN 378142597	423-258-1865	230 DR. MLK JR. PKWY MORRISTOWN TN 37813	423-254-6991	MERCHANT'S BONDING COMPANY

Batch 101 10-16-19 11-12-19



CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE

DATE

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

The Legislative Body was opened by Courtroom Officer Harley Kelley.

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

The Pledge of Allegiance was led by Commissioner Tim Goins.

Upon roll call the following members were present:

0/24/2019 5:05:58 PM RollCall Systems, Inc.

ROLL CALL



Quorum Present

Present: 13 Absent: 1

Joe Huntsman, Sr	Present
Taylor Ward	Present
Thomas Doty	Present
Wayne NeSmith	Present
Mike Minnich	Present
Tim Goins	Present
Howard Shipley	Present

Randy DeBord	Present
Chris Cutshaw	Present
Jeff Akard	Present
Jim Stepp	Present
Bobby Haun	Present
Tim Horner	Present
District 14	ABSENT

Appointment of 14th District County Commissioner

Wayne NeSmith nominated Edna Greene

Taylor Ward nominated

Scott Cutshaw

Tim Horner nominated

Martin Wise

Jeff Akard nominated

Johnathon Maxey

Thomas Doty nominated

Eileen Arnwine

Randy DeBord nominated Chris Cates

1st Voting For:

Edna Greene

Scott Cutshaw

Martin Wise

Wayne NeSmith

Joe Huntsman

Chris Cutshaw

Taylor Ward

Tim Goins Tim Horner

Johnathon Maxey

Jeff Akard

Eileen Arnwine

Chris Cates

Thomas Doty **Bobby Haun**

Randy DeBord **Howard Shipley**

Mike Minnich

Jim Stepp

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

2nd Voting For:

Martin Wise

Eileen Arnwine

Chris Cates

Chris Cutshaw

Jeff Akard

Randy DeBord

Tim Goins

Thomas Doty

Joe Huntsman

Tim Horner

Bobby Haun

Wayne NeSmith Mike Minnich

Howard Shipley

Jim Stepp

Taylor Ward

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

Appointment Planning Commission

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

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

3.b. Appointment to Planning Commission

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

VOTE RESULTS: Passed By Majority Vote



12 NO: 1 ABSTAIN: 1 ABSENT: 0



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



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

Appointment to Morristown-Hamblen Solid Waste Board

Mike Minnich made a nomination to appoint Matt Lacy

to serve another three years on the Solid Waste System Board

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

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



VOTE RESULTS: Passed By Majority Vote

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

Joe Huntsman, Sr	Yes
Taylor Ward	Yes
Thomas Doty	Yes
Wayne NeSmith	Yes
Mike Minnich	Yes
Tim Goins	Yes
Howard Shipley	Yes

Randy DeBord	Yes
Chris Cutshaw	Yes
Jeff Akard	Yes
Jim Stepp	Yes
Bobby Haun	Yes
Tim Horner	Yes
Eileen Arnwine	Yes



October 10, 2019

To:

Howard Shipley, Chairman

Hamblen County Commission

From:

Bill Brittain, County Mayor 533

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.

Rezoning Resolution 19-16 Vote

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

0/24/2019 6:01:59 PM RollCall Systems, Inc.

5.a. Rezoning Resolution Vote



VOTE RESULTS: Passed By Majority Vote

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

Joe Huntsman, Sr	Yes
Taylor Ward	Yes
Thomas Doty	Yes
Wayne NeSmith	Yes
Mike Minnich	Yes
Tim Goins Second	Yes
Howard Shipley	Yes

Randy DeBord	Motion	Yes
Chris Cutshaw		Yes
Jeff Akard	ı	Yes
Jim Stepp		Yes
Bobby Haun		Yes
Tim Horner		Yes
Eileen Arnwine		Yes

RESOLUTION #19-16

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	y Kan	udy De	bord	
Second by			`		
Voting For: 1	4			Voting Against:	(
ATTEST: County Clerk	7	,			
AUTHENTICA	ATED:				
Bill	Bu	Han			
County Mayor					
det	31.7	019			

Date:

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO:

Morristown Planning Commission

FROM:

Lori Matthews, Senior Planner

DATE:

October 8th, 2019

SUBJECT:

Rezoning Request in the Urban Growth Boundary

BACKGROUND:

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

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

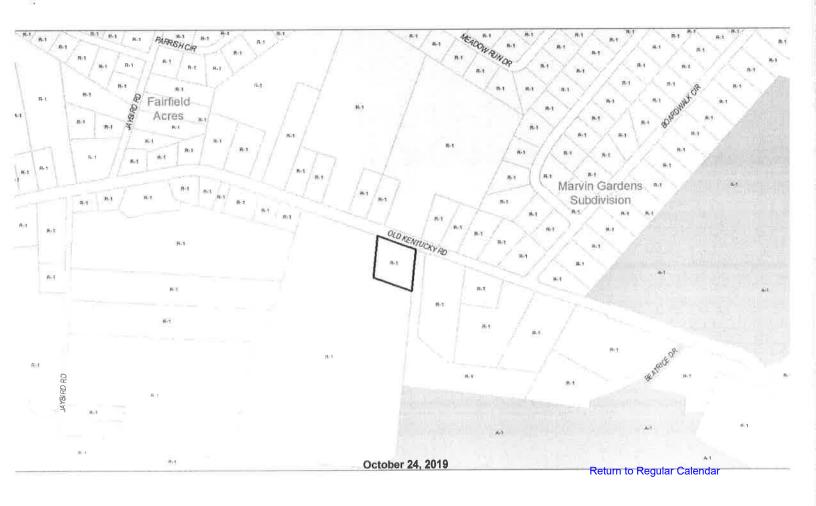
Being zoned R1, any future use of the property, other than residential, would force the property into a non-compliant state with Hamblen County zoning regulations. Therefore, it is the wish of the property owner to rezone the property to A1 (Agriculture/Forestry). This zoning designation provides additional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

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

RECOMMENDATION:

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





Revisions to Property Maintenance Regulations

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

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

7.a Revisions to Property Maintenance Regulations



VOTE RESULTS: Passed By Majority Vote





14 NO: 0 ABSTAIN: 0 ABSENT: 0



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

RESOLUTION #

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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103	Denaitilient	of Property Maintenance	III3DCCCIOII

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

102.2 <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 Hamblen County Zoning</u>, Stormwater & Flood Damage Prevention Regulations.
- **102.4** Existing Remedies-The provisions in this code shall not be construed to abolish or impairexisting 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-Signs</u>, 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 <u>Abandonment of construction project-</u> 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.

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- 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.

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

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

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

Section 110

Means of Appeal

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

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

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

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Section 202

General Definitions

Anchored-Secured in a manner that provides positive connection

Approved-Approved by the code official

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

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

<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

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

<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.

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

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

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

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

<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

<u>Premises</u>-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.

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

<u>Rooming Unit</u>-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.

Structure-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.

October 24, 2019

Return to Regular to Regu

Resolution 18-05 - Property Maintenance Code - Amended July 19, 2018

Toilet Room-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.

Vacant Lot – 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** <u>Weeds</u>-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.

<u>Exceptions</u>: 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.
- Land or premises zoned for agricultural use or that is actively and legitimately used for agricultural purposes, such as, but not limited to, mowing hay, pasture, gardens or field crops.
- h) Periods of active construction and/or demolition, which is defined as the time when the land disturbance and/or demolition permit is issued and for a period of six months thereafter. If the construction is still in active development after the initial six-month period, the developer can request an extension for an additional six months by contacting the code official.
- i) Public and private country clubs and golf courses.

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

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

302.8 <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.

Section 303

Swimming Pool, Spas and Hot Tubs

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

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

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

Section 304

Exterior Structure

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

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

- 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
- 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
- 3. Structures or components thereof that have reached their limit state;
- 4. Structural members that have evidence of deterioration or that are not capable of safely deterioration or that are not capable of safely supporting all nominal loads and load
- 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, October 24, 2019 Return to Regular Calendar

- 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** Foundation walls-All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pest.
- **304.5** Exterior walls-All exterior walls shall be free from holes, breaks, and loose or 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 thatadmit 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 Disposal of rubbish- The safe and sanitary placement of rubbish curbside for collection by the Hamblen County Sanitation Department is permitted. No hazardous household waste, such as batteries, wet paint, shingles, animal or human feces, fuel, oxygen, propane tanks, oil and tires will be collected by the County Sanitation Department. Rubbish should be placed at places where it will not cause personal property damage or hinder sight distance for safe ingress/egress onto the public road when collection is being performed and within approximately a week of the areas' routine pickup schedule. Rubbish such as discarded household materials shall be placed at the curbside in plastic bags or containers to prevent

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

306.2.1Refrigerators- 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.

Section 307

Code Enforcement

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

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

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

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

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

WHEREFORE, it was	
WHEREFORE, it was	
WHEREFORE, it was	
The Chair declared the amendments to Resol	lution # adopted this 24th day of October 2019.
Hamblen County Board of Commissioners	
Ву:	
, Chairman	
APPROVED:	ATTEST:
Ву:	Ву:
Bill Brittain	Penny Petty
Hamblen County Mayor	Hamblen County Clerk

CONSENT CALENDAR ITEMS

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

0/24/2019 7:26:18 PM RollCall Systems, Inc.

8.a. Approval of Consent Calendar Items



VOTE RESULTS: Passed By Majority Vote





14 NO: 0 ABSTAIN: 0 ABSENT: 0



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

ION OF NOTARIES PUBLIC CERTIFICATE OF EL

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

BUSINESS PHONE SURETY		423-585-7102 CNA SURETY	4238391499 TRAVELERS	423-254-6973 MERCHANTS BONDING COMPANY	423-587-0900 CINCINNATI INSURANCE	423-581-3334 EVELYN HANEY BARABRA	4233187353 BLAIN W.F. POTTER KAYE M SCHWALB	423 587 0041 MICHELE GREEN TIM BUNSIC	865-740-1453 CNA SURETY	4235854641 STRATE INS	6022784900 RLI INSURANCE CO	423-587-7337 CINCINNATI INSURANCE	423 586 1440 COMMERCIAL BANK	4235866263 STRATE INS	423-438-7101 STRATE INSURANCE	4235870638	423-585-4506 RLI SURETY	423-273-1237 BIBLE INSURANCE	423-581-9390 STATE FARM INSURANCE	SIGNATURE	CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE
HONE BUSINESS ADDRESS																.,_		8474 MORRISTOWN TN 37813	423-586-71351/11111/790 W 1ST NORTH ST	3	CLERK OF THE COU
HOME ADDRESS HOME PHONE	1830 OAK STREET MORRISTOWN TN 37813 423-586-0971	1000 GRAY RD. 423-748-2932 RUTLEDGE TN 37861	3775 OLD HWY 25E MORRISTOWN TN 37813 423-200-8053	1125 OASIS RD BULLS GAP TN 377112517 423-621-1525	2485 BOWEN RD 865-696-8428 RUTLEDGE TN 378615706	4950 WAYNE JOHNSON RD 423-839-3711 MORRISTOWN TN 378146417	501 BERKELEY DR MORRISTOWN 37814 TN 37814 423-736-2554 MORRISTOWN	6525 BEACON LIGHT ROAD 423 736 2818 WHITESBURG TN 37891	2080 N. ECONOMY RD. 865-740-1453 MORRISTOWN TN 37814	747 EAST 1ST NORTH ST 423-581-5053 MORRISTOWN TN 37814	6599 LAINEY JANE CT WHITESBURG TN 37891	125 CLARENCE CIR RUTLEDGE TN 378615638 423-839-5628	2385 SEAL BROOKS RD 276 220 9071 MORRISTOWN TN 37814	1572 SPRINGVALE RD MORRISTOWN TN 37814	518 KATERINA DR MORRISTOWN TN 378446838 423-736-7903	318 GAMMON AVE MORRISTOWN TN 37814 423-587-0638	325 CEDAR CREST RD 423-552-7389 MOSHEIM TN 378183167	2295 RARITAN DR MORRISTOWN TN 37813 423-586-8474	T RD 5354		
	1. DERRY C. AMOS	2. TERESA J. BISHOP	3. JULIANA CASTANEDA NOLASCO	4. BRIDGET CASTOR	5. KERI A COLLINS	6. CHEYANNE AUTUMN COMTPON	7. CHRISTY GAIR	8.STEPHANIE GODIN	99SHARON DIANE HARDIN	र् पूर्ट KIMBERLY L HIDALGO	04 6 6 CHASE HOLDER	12. GAIL G. JARNIGAN	13. BETTY SUE MANIS	14. RHONDA MASONER	15. KIMBERLY DAWN MAYES	16. CHERRA V MOORE	MOREHOUSE	38. MARIA G PATINO	IPE	ar Calendar	2. S 1. S

CERTIFICATE OF EL ION OF NOTARIES PUBLIC

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

		Little Lines	SUSINESS ADDRESS	BLISINESS PHONE SURETY	SURETY
NAME	HOME ADDRESS	HOME PHONE	DUSINESS AUGUSTION		D. CLIFTON BARNES PEGGY
20, ETHEL PRESTON RHODES	1616 PRATER DRIVE	423-7363344	MORRISTOWN TN 37814	4235877053	WISECARVER
SALMS HEODENIRE	3512 HARDY RD	865-674-2237	PO BOX 533 MORRISTOWN TN 37815	423-3180000	NATION WIDE
22 MARY KATHERINE	MORRISTOWN IN 3/813 379 FRIENDSHIP RD	423-258-5624	296 BOYD SCHOOL RD	423-581-6329	LIBERTY MUTUAL SURETY
SMITHPETERS	NEWPORT TN 378216835		MORRISTOWN IN 3/8131452 1590A BUFFALO TRAIL	6076063	NOTARY PUBLIC
23. JOSEPH E WEATHERFALL	3640 MEADOWLAND DRIVE MORRISTOWN TN 37814	423-586-0811	MORRISTOWN TN 37814	2605/96	UNDERWRITERS
	264 JOPPA MOUNTAIN RD	865.654.8996	1032 W 1ST NORTH ST	423-585-4507	RLI INSURANCE COMPANY
24. CHAELY DANYLLE WOODS	RUTLEDGE TN 378615024		MORRISTOWN IN 378144552		



SIGNATURE

CLERK OF THE COUNTY OF HAMBLEN, TENNESSEE

Sel: Year Er. Accut Ohi Gn Suh Loc Pum	GENERAL	, ND (101)			.000	•
2019 101 50000 000 000 000 000	EXPENDIT	EXPENDITURE REPORT			Date:	10/2/2019
2019 101	REPORT DATE:	TE: 09/30/2019			Time:	8:08 am
	Revised	Month-to-Date	Year-to-Date		Available	Avl Fnds
Fnd Account/Description	Budget	Expenditures	Expenditures	Encumbrances	Funds	%of Budg
101 51100 County Commission	197,486.00	12,925.96	43,578.27	24,551.50	129,356.23	65.50%
101 51210 Board Of Equalizaton	16,650.00	0.00	0.00	0.00	16,650.00	100.00%
101 51300 County Mayor/Executive	221,058.00	17,738.37	53,743.40	6,584.31	160,730.29	72.71%
101 51400 County Attorney	31,293.00	2,037.66	4,430.86	0.00	26,862.14	85.84%
101 51500 Election Commission	291,431.00	17,647.28	82,415.55	5,146.11	203,869.34	69.95%
101 51600 Register Of Deeds	367,121.00	26,583.80	82,952.53	15,951.13	268,217.34	73.06%
101 51720 Planning	216,560.00	17,332.36	50,410.41	2,248.79	163,900.80	75.68%
101 51750 Codes Compliance	59,911.00	4,119.72	9,454.97	0.00	50,456.03	84.22%
101 51760 Geographical Information Systems	89,166.00	4,261.30	12,729.43	00.00	76,436.57	85.72%
101 51810 Other Facilities	868,471.00	73,665.06	209,035.95	58,453.28	600,981.77	69.20%
101 51910 Preservation Of Records	20,744.00	1,327.46	3,847.90	1,174.20	15,721.90	75.79%
101 52100 Accounting And Budgeting	427,196.00	32,848.74	114,050.47	1,361.01	311,784.52	72.98%
101 § 2200 Purchasing	42,012.00	3,713.08	10,467.09	00.00	31,544.91	75.09%
101 § 2300 Property Assessor's Office	360,395.00	26,337.09	78,692.20	18,790.00	262,912.80	72.95%
101 § 2310 Reappraisal Program	154,125.00	4,565.76	15,149.82	6,977.22	131,997.96	85.64%
101 \$2400 County Trustee's Office	395,124.00	25,676.77	81,576.35	30,634.76	282,912.89	71.60%
101 £ 2500 County Clerk's Office	688,077.00	43,398.03	163,041.20	1,789.78	523,246.02	76.04%
101 52600 Data Processing	121,156.00	6,653.15	22,016.71	22,183.63	76,955.66	63.52%
101 52900 Other Finance	322,945.00	26,804.95	79,972.05	22,110.55	220,862.40	68.39%
101 53100 Circuit Court	933,917.00	70,707.97	248,726.27	9,544.76	675,645.97	72.35%
101 53300 General Sessions Court	443,265.00	37,002.77	109,206.62	2,876.25	331,182.13	74.71%
	163,990.00	12,341.13	34,857.89	3,705.94	125,426.17	76.48%
101 53400 Chancery Court	392,723.00	31,715.63	113,436.16	5,411.90	273,874.94	69.74%
101 53500 Juvenile Court	317,468.00	22,203.64	76,261.65	3,305.04	237,901.31	74.94%
101 53920 Courtroom Security	871,840.00	60,854.63	189,605.87	8,051.26	674,182.87	77.33%
101 254110 Sheriff's Department	3,160,145.00	265,800.19	796,424.08	86,526.51	2,277,194.41	72.06%
101 354160 Administration Of The Sexual Offender Registry	4,500.00	100.00	673.67	00:00	3,826.33	82.03%
101 3 54210 Jail	4,580,542.00	336,041.85	1,039,208.47	606,423.43	2,934,910.10	64.07%
101 254220 Workhouse	80,447.00	3,386.40	10,117.55	00.00	70,329.45	87.42%
101 154250 Work Release Program	360,190.00	15,200.49	49,612.04	1,601.35	308,976.61	85.78%
101 <mark>จ</mark> ั54310 Fire Prevention And Control	220,000.00	27,500.00	27,500.00	00:00	192,500.00	87.50%
101 a54410 Civil Defense	100,335.00	7,051.31	21,483.45	3,833.06	75,018.49	74.77%
	189,133.00	0.00	47,283.25	0.00	141,849.75	75.00%
	4,877.00	322.95	968.85	2,500.00	1,408.15	28.87%
101 54610 County Coroner/Medical Examiner	131,000.00	12,927.33	23,160.66	28,333.34	79,506.00	%69.09

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Sel: Year Fnd Accrit Obj Gp Sub Loc Pgm From: 2019 101 50000 000 000 0000 000 Thru: 2019 101 99999 999 999 999	GENERA EXPENDIT REPORT DA	GENERAL JND (101) EXPENDITURE REPORT REPORT DATE: 09/30/2019			Page: Date: Time:	3 10/2/2019 8:08 am
	Revised	Month-to-Date	Year-to-Date		Available	Avl Fnds
Fnd Account/Description	Budget	Expenditures	Expenditures	Encumbrances	Funds	%of Budg
101 99100 Transfers Out	00:00	38,071.40	38,071.40	00.00	-38,071.40	%00.0
	\$ 21,771,585.00	\$ 1,442,214.88	\$ 5,066,162.76	\$ 1,430,781.45	\$ 15,274,640.79	70.16%

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Sel: Year Fra Accrit Obj Gp Sub Loc Pgm From: 2019 116 50000 000 00 000 0000 Thru: 2019 116 99999 999 999 999 999	SOLID WASTE, EXPENDITU REPORT DAI	.ID WASTE, ITATION (116) EXPENDITURE REPORT EPORT DATE: 09/30/2019	(9		Page: Date: Time:	1 10/2/2019 8:20 am
	Revised	Month-to-Date	Year-to-Date		Available	Avl Fnds
Fnd Account/Description	Budget	Expenditures	Expenditures	Encumbrances	Funds	%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%

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Sel:	Year Fru Accnt Obj Gp Sub Loc Pgm	HIGHWA	HIGHWA\ ND (131)			Page:	←
From: Thru:	2019 131 50000 000 00 000 0000 000 2019 131 99999 999 99 999 9999 999	REPORT DA	REPORT DATE: 09/30/2019			Date: Time:	10/2/2019 8:21 am
		Revised	Month-to-Date	Year-to-Date		Available	Avl Fnds
Fnd A	Fnd Account/Description	Budget	Expenditures	Expenditures	Encumbrances	Funds	%of Budg
131 6	61000 Administration	437,983.00	22,254.80	154,069.39	16,588.72	267,324.89	61.04%
131 6	62000 Highway And Bridge Maintenance	1,485,861.00	97,147.39	300,082.28	58,796.96	1,126,981.76	75.85%
131 6	63100 Operation And Maintenance Of Equipment	331,126.00	34,244.35	86,199.17	57,239.67	187,687.16	26.68%
131 6	66000 Employee Benefits	28,725.00	0.00	14,840.00	0.00	13,885.00	48.34%
131 6	131 68000 Capital Outlay	894,000.00	12,915.00	12,915.00	300,916.37	580,168.63	64.90%
		\$ 3,177,695.00	\$ 166,561.54	\$ 568,105.84	\$ 433,541.72	\$ 2,176,047.44	68.48%

0	6. \$95,000.	6 8 8	Se55.00 \$655.00	\$100.00	Plumbing	Medt. \$20.00	Q 0	701a1 8765.00 864.00 \$20.00	78x Maps 016M 018 016M	Group C	Parcel 014.02 05.29 014.02
101	4292 Old Lowland Rd 506 Custur Dr 1011 Spancer Halle Rd 814 Forglove Lane	\$25,000,00 \$1,840,00 \$600,00 \$6,036,00	\$100.00 \$0.00 \$40.00 \$50.00					\$1100.00 \$0.00 \$40.00 \$30.00	051 026B 050M 040C	α ∢ π	012.00 012.00 014.00 007.00
9	4056 Harborview Cr 1551 MullinsRd 1561 MullinsRd	\$100,000,00	\$580.00	\$100.00	\$105.00	\$15.00		\$105.00 \$690.00 \$15.00	017C 012 012	∢	058.00 032.06 032.06
m m 14 C	1918 Turners Landing Rd 1918 Turners Landing Rd 2512 Kdawell Church Rd 25512 Kdawell Church Rd	\$300,000.00 3200,000.00	\$1,596.70	\$100.00		\$20.00	\$25.00	\$1,696.70 \$45.00 \$581.00 \$20.00	011E	∢ ∢	003.00
4	7779 Wells Rd 7779 Wells Rd	\$150,000,00	\$1,090.90	\$100.00		\$20.00		\$20.00	048 Od6		029 03
0 61 0	2630 Robindon Creek Rd 1693 Plassant View Dr 3997 Copper Ridge Rd	\$4,700.00	\$162.50		\$20.00			\$162.50	047H 047H	æ	COS 00 COS 00 064 02
	1047 Little Mountain Rd	\$180,000,00	\$814.50	\$100.00	50000	\$20,00	Ħ	\$20,00	150 G21		011 03 011 03
0 (20)	ADSA Cadar Hill Rd	\$7,000.00	\$150.00		an inco			\$150,00	0410K	в 0	009.00
NO 17	2545 Immari Bend Rd 1525 Boardwalk Cr	00'000'2'2'8	\$193.00					\$156.00	032 016J	83	008.00
02	1020 Beth Diffve	\$2,085,00	\$25.00					\$25.00	H220	« и	021.00
10 5	3195 Valley Home Rd 1028 Beth Dr	\$2500.00	\$25.00					\$105.00	056 027H	4	016.07
344 m	2644 Inman Bend 6536 Smokev Mountain Ct	\$42,000.00	\$1.313.30	\$100:00:	HCT.			\$95.50	032 DEID	4	140.00
8 8	05/at Smokey Maunhein Ct 5580 Academy Dr	\$480,000.00	\$814.00			\$30.00		\$30.00	011D 040P	« o	140.00
2 6	5080 Academy Dr 4384 Barding Onive	\$50,000.00	\$375.00			\$20.00		\$375.00	040P	a	054.00
	5193 Copper Ridge Rd	\$21,646.00	\$96.00	6400 00			1	\$96.00	B10	n G	062 00
01	1943 Wanda Terrace					\$20.00		\$20.00	מוס	o	015.00
모 일	1246 Greenbill Rd	245,000 pp	8836.00			\$20.00		\$20.00	048		pt 034 00
100	Totati	\$1,982,207.90	\$11,363.40 \$26,392.46	\$1,400.00	\$218.00	\$205.00	\$25.00	\$12,508.40			
= 17	Copies and Miscallaneous Re-Zoning Request	Total No.	\$7.00 \$75.00		S0.00	September			HOWES	Monthly	O O
E 1	Variance Request		\$50.00		\$0.00	Total:		\$13,508.40			
2 2	Plat Approval Land Disturbance/Dovelopment		\$100,00		-	2019-2020					
-51	Use on Review Refunds		\$50.00		\$100.00	Running					
-7					-						

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

ELJANA 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/alg

CPC/alg

Enclosures

C USERSAMY GREER/DOCUMENTS/PUBLIC FOLDERS/DOCUMENTS/HAMBLEN COUNTY/LETTERS/2019/DRITTAIN, BILL(INVOICE)-109-30-19-DOCY

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

		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 Globons; 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

Total \$1,807.50

Detailed Statement of Account

Current Invoice

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

Please make all amounts payable to: Law Office of Capps, Cantwell, Capps, & Byrd Please pay within 30 days.

Law Office of Capps, Cantwell, Capps, & Byrd

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

INVOICE

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

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

00068-Hamblen County Planning Department

Planning

Type	Date	Description	Quantity	Rate	Total
Service	09/05/2019	Conference with Tommy McKinney, call to Kim Morrison, work on opinion on zoning question	1,80	\$150,00	\$270.00
Service	09/06/2019	Complete opinion; e-mail to Tina Whitaker re; opinion letter; deliver opinion to Mayor and Tina Whitaker	0,75	\$150,00	\$112.50
Service	09/09/2019	E-mails from and to Tina Whitaker re: opinion letter; calls to Bill Brittan and Tina Whitaker; conferences with Bill Brittan and Tina Whitaker	0,40	\$150.00	\$60,00
Service	09/10/2019	E-mails from and to Tommy McKinney re: meeting; call to Kim Morrison	0.10	\$150.00	\$15.00
Service	09/12/2019	E-mails from and to Tommy McKinney re: meeting; call to Kim Morrison	0.10	\$150,00	\$15.00
Service	09/13/2019	E-mails from and to Tommy McKinney re: meeting; call to Kim Morrison	0.10	\$150.00	\$15.00
Service	09/16/2019	E-mail to Tina Whitaker re; Lampkin Dr; calls to and from Klm 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

Service	09/21/2019	E-mail to Tina Whitaker re: Kinsler	0.05	\$150.00	\$7.50
Service	09/23/2019	E-mails from and to Tina Whitaker re: Kinsler, draft letter to Kinsler and e-mail to office	0.15	\$150,00	\$22,50
			Ŧ	otal	\$914.35

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
513	10/31/2019	\$914.35	\$0,00	\$914,35
			Outstanding Balance	\$914.35
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$914.35

Please make all amounts payable to: Law Office of Capps, Cantwell, Capps, & Byrd Please pay within 30 days.

CAPPS, CANTWELL, CAPPS & BYRD

ATTORNEYS AT LAW

INVOICE

1004 W. First North St. MORRISTOWN, TN 37814

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

DATE: OCTOBER 1, 2019

TO:

FOR:

HAMBLEN COUNTY, TENNESSEE

LEGAL SERVICES RENDERED

DESCRIPTION		AMOUNT
itle search on Stambaugh property		
	İ	
	ľ	
	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# CACE# DA	TT TO	NAME ACE HOME ADDRESS +1
CALL# CASE# DA		NAME, AGE, HOME ADDRESS *1
1. 19399 09-01-1 2. 19400 09-02-1		Linda Wilson, 76, Bean Station, TN
	-	Lorena Napieralski, 96, Kodak, TN
3. 19401 09-05-1		Alfred Hensley, 82, 3100 Three Springs Road
4. 19402 09-05-1		Billy Sinard, 68, 1750 Allen Road
5. 19406 09-08-1		James Colling, 65, 798 Seymour Street
6. 19408 09-09-1		Della Langston, 83, 1140 Cedar Creek Road
7. 19409 09-10-1		Faye Conner, 93, 462 Oak Street
B. 19411 09-10-1		Gary Herron, 53, Eidson, TN
9. 19412 09-10-1		Shirley Gregg, 84, 612 West Fifth North Street
10. 19414 09-11-1		Daniel Singleton, 72, 2645 Helton Gaby Road
1. 19415 09-11-1		Howard Hixson, Jr., 72, 1348 Cain Mill Road
2. 19416 09-11-1	11.	Hershal McConathy, 90, 2265 Regency Circle
13. 19417 09-12-1		Sandra Owens, 69, 690 Pinebrook Road
14, 19418 09-12-1		Myrtle Kindle, 87, 525 Rosedale Avenue
15. 19421 09-14-1		Joseph Cannon, 58, 716 Rainbow Circle
16. 19424 09-15-1		Yolanda Southerland, 68, 218 Arnold Avenue
17. 19425 09-16-1		Judy Duggar, 57, 1013 West First North Street
18. 19426 09-16-1		Virgie Edgar, 87, Bulls Gap, TN
19. 19429 09-19-1		Louise Jones, 96, 2105 Buffalo Trail
20, 19431 09-20-1	100	Mary Starnes 90, 252 Laurel Street
21, 19433 09-20-1		George Pack, 88, 731 Douglas Avenue
22. 19436 09-21-1		Douglas Cross, 77, 6832 Westgate Circle
23. 19441 09-24-1	·	Paul Rohe, 93, 1875 Bluebird Road
24. 19442 09-24-1		James Ross, 79, 2769 Wisteria Drive
25. 19443 09-24-1		Paul Bowles, 82, 766 Berkely Street
26, 19445 09-26-1		Mary Woodard, 86, 424 North Hill Street
27. 19447 09-29-1		Thomas Bogarus, 70, 739 East Second North Street
28. 19449 09-29-1		Charles Minor, 88, 5647 Bob White Trail
29. 19450 09-29-1		Anna Walker, 75, 138 Brittian Drive
30, 19451 09-29-1		Kevin Johnston, 47, 225 Mohawk Street
31. 19452 09-29-1	9 Mr.	Billy Buel, 72, 3456 Hamilton Place

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

Eddie R. Davis

Hamblen County Coroner

- C: Hamblen County Medical Examiner
 - * Indicates Autopsy Performed
 - *1 All home addresses are Hamblen County unless otherwise stated. C, 93r
 - & Toxicology Samples Collected by Coroner's Office and sent to: AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN Return to Regular Calendar

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

October 1, 2019

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

Dear Commissioners:

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

CALL#	CASE#	DATE NAME,	AGE, HOME ADDRESS *1
1.	*19396	09-01-19 Mr.	Fortino Martinez-Reyes, 30, 3012 Clinchview Dr.
2.	*19403	09-06-19 Mr.	Christopher Snowden, 47, 3436 Brights Pike
		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
	19420	09-14-19 Mr.	Stephen White, 69, White Pine, TN
		09-18-19 Mr.	Bernard Hall, 68, 2175 Three Springs Road
9.	£19432	09-20-19 Miss.	Jessica Turner, 58, 513 South Hill Street
10.	19434	09-20-19 Ms.	Betty Stewart, 64, 1610 Chestnut Avenue
11.	19435	09-21-19 Mr.	Hugh Anderson, 87, 3675 Brights Pike
12.	19437	09-22-19 Mr.	William Lunsford, 78, 1419 West A.J. Highway
3.	*19438	09-22-19 Mr.	Donnie Stroud, 69, 1015 East Skyline Drive

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

13 Calls X \$40. = \$520.00

Sincerely,

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

erd/jrt

- ** Omitted from previous Monthly Report
- CC: Hamblen County Medical Examiner
 - * Indicates Autopsy 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

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

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

7 Calls X \$40. = \$280.00

incerely,

SIGNATURE ON FILE

Jeffery Holt Deputy Coroner

erd/jh

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

October 1, 2019

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

Dear Commissioners:

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

CALL# CASE# DATE NAME, AGE, HOME ADDRESS *1

1. 19419 09-12-19 Ms. Jeri Ochampaugh, 69, 810 Tulip Street

2. 19422 09-14-19 Mrs. Patricia Williford, 57, Bean Station, TN

3. 19439 09-23-19 Miss. Kathy Lawless, 65, 1459 Devault Street

4. £19448 09-29-19 Mr. Tommy Caqle, 57, 4740 Chucky River Road

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

4 Calls X \$40. = \$160.00

Sincerely,

IGNATURE ON FILE

Todd Giles Deputy Coroner

erd/tq

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

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. 19410 09-10-19 Mrs. Edna Southern, 82, 351 Carroll Road
- 19423 09-15-19 Mr. J. Edgar Combs, 83, 810 Pinewood Circle

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

2 Calls X \$40. = \$80.00

Sincerely,

SIGNATURE ON FILE Timmy Peoples puty Coroner

erd/jp

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.

YEGOTUA

#		DATE ORDERED	NAME, A	GE
1.	19318	07-11-19	Mr.	Randall McCravey, 40
2.	19327	07-16-19	Miss.	Tanesa Yeary, 13
З.	19367	08-12-19	Mr.	Robert Rush, 38
4.	19370	08-12-19	Ms.	Teresa Jordan, 50
5.	19383	08-24-19	Miss.	Beatris Hernandez, 19
6.	19391	08-28-19	Mr.	Coy King, 61
7.	19396	09-01-19	Mr.	Fortino Martinez-Rayes, 30
		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	Mar.	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:

mie G. Trobaugh berly L. Morrison ⊔avid 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 HAMBLEN

Ban F. Armstrong COUNTY MAYOR District Attorney General

Greene, Hamblen, Hawkins and Hancock Counties

Office of

Third Iudicial District

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

September 24, 2019

OFFICES

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

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

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

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

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 on September 18, 2020 Principal Sum its agent, and pay interest 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 interest by or on behalf of the Local Government. Both principal of and 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 Clerk with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the 18th day September of 2019.

Hamblen County Mayor

Hamblen County Clerk

ATTESTED:

SEAL

Tennessee Comptroller of the Treasury Office of State and Local Finance

Received Date: September 30, 2019

Page 1 of 3

State Form No. CT-0253 Revised Effective 7/1/19

REPORT ON DEBT OBLIGATION

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

a public public.
1. Public Entity: Name: Hamblen County
Name: Hambien County Address 511 West Second North Street
Morristown, TN 37814
Later of Control Outley Nate Cortice 2020
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.
it disclosing findany for a program, attach the form specified for updates, ministing the frequency required
2. Face Amount: \$ 1,500,000.00
Premlum/Discount: \$ 0.00
3. Interest Cost: 0.0000 % ☐ Tax-exempt ☐ Taxable
TIC NIC
Variable: Index plus basis points; or
Variable: Remarketing Agent
Other
4. Debt Obligation:
□TRAN □RAN ☑ CON
BAN CRAN GAN
Bond 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 % Interfund Capital Outlay Notes for the purchase of land and
the control of applitude for the construction and
the file blank to County tell and hadron Contac
400.00
Other 100.00 %
Refunding/Renewal %
7. Security:
General Obligation General Obligation + Revenue/Tax
Revenue Tax Increment Financing (TIF)
✓ Revenue
Annual Appropriation (Capital Lease Only) Other (Describe): 8. Type of Sale:
Annual Appropriation (Capital Lease Only) Other (Describe):
Annual Appropriation (Capital Lease Only) Other (Describe):
Annual Appropriation (Capital Lease Only) Other (Describe): 8. Type of Sale: Competitive Public Sale Interfund Loan General Debt Service Fund
Annual Appropriation (Capital Lease Only) 8. Type of Sale: Competitive Public Sale
Annual Appropriation (Capital Lease Only) 8. Type of Sale: □ Competitive Public Sale □ Negotiated Sale □ Loan Program □ Competitive Public Sale □ Loan Program □ Competitive Public Sale □ Loan Program □ Loan Program

REPORT ON DEBT OBLIGATION

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

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2020	\$500.000.00	0,0000 %		\$	
2021	\$500,000.00	0.0000 %		\$	
2022	\$500.000.00	0.0000 %		\$	
	\$	%		Š	
	S	%		S	4
	\$	%		\$	
5	\$	%		\$	
	\$	%		\$	
	\$	%		\$	
	\$	%	-11/03/202	\$	7
	Ś	%		\$	

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 advalorem 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 flen level, is considered secured by the same source.

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

11	Cost of	lssuance	and D	rofocc	ional	c
	LOSTOL	issuance	ano r	TOTESS	ıvnaı	3.

	AMOUNT (Reund to nearest \$)	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	
¥ + 2	\$ 0	
Paying Agent Fees	\$ 0 _	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
lssuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 0	

REPORT ON DEBT OBLIGATION

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

12. Recurr	ing Costs:	
	No Recurring Costs	
		AMOUNT FIRM NAME
	1	(Basis points/\$) (If different from #11)
	Remarketing Agent	
	Paying Agent / Registrar Trustee	
	Liquidity / Credit Enhancement	
	Escrow Agent	
	Sponsorship / Program / Admin	
	Other	
12 Disclos	sure Document / Official Statement	
13. Disclos		•
	None Prepared	
	EMMA link	10
	Copy attached	
	uing Disclosure Obligations:	ated to the security for this debt?
	n existing continuing disclosure obligation rela	
Is there a	continuing disclosure obligation agreement re	elated to this debt? Yes No
Name and	either question, date that disclosure is due <u>N.</u> d title of person responsible for compliance <u>N</u>	VA
	g Body's approval date of the current version ot obligation in compliance with and clearly ac	
16 Writte	en Derivative Management Policy:	
10. 9411111	No derivative	
	_	-fals without designing management policy
	g Body's approval date of the current version	of the written derivative management policy
Date of L	etter of Compliance for derivative	
Is the der	rivative in compliance with and clearly authori	zed under the policy? Yes Νο
17. Submi	ission of Report:	
	To the Governing Body: on	10/24/2019 and presented at public meeting held on 10/24/2019
	Copy to Director to OSLF: on	09/30/2019 either by:
	Mail to:	OR Email to:
	Cordell Hull Building	SLF.PublicDebtForm@cot.tn.ggy
	425 Fifth Avenue North, 4th Floor Nashville, TN 37243-3400	
		9 V V
18. Signat	tures:	00504050
	AUTHORIZED REPRESENTA	50.00
Name	Bill Brittain 5	Anne Bryant-Hurst
Title	Hamblen County Mayor	Finance Director
Firm	Hamblen County Mayor	Hamblen County Government
Email	BBrittain@co.hamblen.tn.us	abrvant-hurst@co.hamblen.th.us
Date	09/30/2019	09/30/2019

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

d	#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
2200-4000-400-400			
			i :
	z: one to cover the cost of repair work on Planning Dept's vehicle		****
	ons to cover the cost of repair work on Planning Dept's vehicle		
	ons to cover the cost of repair work on Planning Dept's vehicle		
reclassify appropriatio	ons to cover the cost of repair work on Planning Dept's vehicle		
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questing Departmen	ons to cover the cost of repair work on Planning Dept's vehicle out		
questing Departmentature:	at whitaker manager to 30, 2019		
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questing Departmentature:	at whitaker manager to 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

Year

2019-2020

und	#101 DEPT: Storm Water Managem	ent	
Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		3000000
57800.310	Contracts with Other Public Agencies	\$ 9,000.00	
57800.399	Other Contracted Services		\$ 9,000.00
amana///			
o reassign funds from C	ther Contracted Services to Contracts with Other Pubic A	gencies so that it may b	e
o reassign funds from C	ther Contracted Services to Contracts with Other Pubic A	gencies so that it may b	e
Prief Descriptions of issue to reassign funds from Copecifically used for paying the control of the copecifically used for paying the copecifical us	ther Contracted Services to Contracts with Other Pubic Annual to KMHB.	gencies so that it may b	e
o reassign funds from C pecifically used for payn	ther Contracted Services to Contracts with Other Pubic Annual to KMHB.	gencies so that it may b	e
to reassign funds from Copecifically used for paying the control of the copecific forms of	ther Contracted Services to Contracts with Other Pubic Andrews to KMHB.	gencies so that it may b	e
to reassign funds from Copecifically used for paying the sequesting Department ignature:	ther Contracted Services to Contracts with Other Pubic Andrews to KMHB.	gencies so that it may b	e
to reassign funds from Coperifically used for paying the sequesting Department of the sequesting Depart	ther Contracted Services to Contracts with Other Pubic Andrews to KMHB. The Whitaker Christ Manager 3, 2019	gencies so that it may b	e
tequesting Departmential in the control of the cont	ther Contracted Services to Contracts with Other Pubic Andrews to KMHB. The Whitaker Christ Manager 3, 2019		
to reassign funds from Copecifically used for paying the sequesting Department ignature: Ditle: Date: Department of the sequesting Department of the sequestin	ther Contracted Services to Contracts with Other Pubic Andrews to KMHB. The Whitaker Christ Manager 3, 2019	For Finance Reviewed 1	w Department Only.

Hamblen County Commission Finance Committee Information Purposes Only



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

Account Number Description APPROPRIATIONS: 54150.716 Law Enforcement Equipment 54150.718 Motor Vehicles	\$ 1,481.00	Decrease
54150.716 Law Enforcement Equipment	\$ 1,481.00	
	\$ 1,481.00	
54150.718 Motor Vehicles		A 1 492 00
		\$ 1,481.00
		minus.
		2 20 40
		1
uesting Department		
ature: Dehei Hammand	*.	
Edin & Caritant		
CANCELLAND CHARLES		
4-30-19		
proval by County Mayor		
PIKK MAL		-1411
nature: Bell Buttain	For Finar Reviewed	by: ADH



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

frip Voss

Regional Planning Manager

REGULAR CALENDAR ITEMS

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

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

8.b. Approval of Regular Calendar Items



VOTE RESULTS: Passed By Majority Vote





14 NO: 0 ABSTAIN: 0 ABSENT: 0



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

rder#	Vote	Item
1	·ote	Recognition/Presentations/Proclamations (Commission Chairman Howard Shipley)
		a. Employee Years of Service
2		Public Comment Regarding Business of the Agenda Only (Commission Chairman Howard Shipley)
3		Nominations/Appointments (Commission Chairman Howard Shipley)
	Vote	, , ,
	Vote	
	Vote	c. Appointment to Morristown-Hamblen Solid Waste Board
4		RECESS AS HAMBLEN COUNTY LEGISLATIVE BODY-OPEN PUBLIC HEARING (Commission Chairman Howard Shipley)
	v	a. Resolution 19-16 to Amend Zoning Map of Hamblen County, TN by Rezoning Tax Map 018, Parcel 112.01,
		District 03, 4710 Old Kentucky Road, Morristown, TN 37814 from R-1 to A-1
		CLOSE PUBLIC HEARING, RECONVENE AS HAMBLEN COUNTY LEGISLATIVE BODY (Commission Chairman Howard
		Shipley)
5		REZONING RESOLUTION VOTE (Commission Chairman Howard Shipley)
	Vote	a. Resolution 19-16 to Amend Zoning Map of Hamblen County, TN by Rezoning Tax Map 018, Parcel 112.01,
		District 03, 4710 Old Kentucky Road, Morristown, TN 37814 from R-1 to A-1
6	2	RECESS AS HAMBLEN COUNTY LEGISLATIVE BODY-OPEN PUBLIC HEARING (Commission Chairman Howard Shipley)
		a. Revisions to Property Maintenance Regulations
		CLOSE PUBLIC HEARING, RECONVENE AS HAMBLEN COUNTY LEGISLATIVE BODY (Commission Chairman Howard
		Shipley)
- 10		
7		REVISIONS TO PROPERTY MAINTENANCE REGULATIONS VOTE
	Vote	a. Revisions to Property Maintenance Regulations
8		Calendar and Rules Committee Report (Chairman James Stepp)
	Vote	
	Vote	b. Approval of Regular Calendar Items
9		Approval of Consent Calendar (Commission Chairman Howard Shipley)
	Vote	a. Consent Calendar
10		Finance Committee (Chairman Randy DeBord)
	Vote	
		b. Budget Amendments
- 1	Vote	
- 1	Vote	
	Vote	
	Vote Vote	
- 4	Vote	
- 1	Vote	
	Vote	II. Video visitation
	Vote	

11		Public !	Services Committee (Chairman Tim Goins)
	Vote	a.	Amended Joint Economic and Community Development Board of Hamblen County, TN Agreement
	Vote	b.	Surplus Items -Finance Department
12		Justice	Center/Jail Project Committee (Chairman Tim Horner)
	Vote	a.	Project Scope
	Vote	b.	Initial Bond Resolution
	Vote	c.	Detailed Bond Resolution
13		Public (Comment – General (Commission Chairman Howard Shipley)
14		Annou	ncements /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
15		Adjour	ment (Commission Chairman Howard Shipley)

Thursday, October 24, 2019

CONSENT CALENDAR APPROVAL

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

1/24/2019 7:27:56 PM RollCall Systems, Inc.

9.a Consent Calendar



VOTE RESULTS: Passed By Majority Vote



NO: 0 ABSTAIN: 0 ABSENT: 0



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

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
₂₄ 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

MONTHLY CHECKS

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

0/24/2019 7:28:33 PM RollCall Systems, Inc.

10.a. Monthly Checks September 2019



VOTE RESULTS: Passed By Majority Vote





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



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

MONTH	COMMISSION AF
HECKS	~POVAL LISTING

Page: 1 Date 0/2/2019 Time. 8:22:12AM

Fund: 101 Ger. Fund #(101)

6.91 113.20			Century Link/Business Services Verizon Wireless	1010265396 1010265446	2019-09-05 2019-09-05	Communication Communication	307 307	51720 51720	
2,032.30		lotal.			***************************************	Register Of Deeds	i	51600	
2 032 50	N.	Total.	Business information systems	10600007	97 - 61.07	Data Processing Equipment	709	51600	
1 097 05			Business Information Systems	1010265393	2019-09-05	Data Processing Equipment	709	51600	
2.55			Century Link/Business Services	1010265396	2019-09-05	Communication	307	51600	
1,614.54	00	Total:				Election Commission	i	51500	
160.00		l	Evans Office Supply Co	1010265564	2019-09-26	Office Equipment	719	51500	
24.95			Evans Office Supply Co	1010265564	2019-09-26	Office Supplies	435	51500	
674.10			Insight Public Sector Inc.	1010265530	2019-09-19	Office Supplies	435	51500	
10.00			English Mountain Spring Water	1010265465	2019-09-12	Office Supplies	435	51500	
	fficials	ection Ot	East TN Association of County Election Officials	1010265563	2019-09-26	Travel	355	51500	
117.42			Canon Solutions America, Inc	1010265455	2019-09-12	Rentals	351	51500	
20.59			AT&T	1010265450	2019-09-12	Communication	307	51500	
7.48			Century Link/Business Services	1010265396	2019-09-05	Communication	307	51500	
1,930.00	2	Total:				County Attorney	1	51400	
400.00			TDMHSAS	1010265584	2019-09-26	Legal Services	331	51400	
1,530.00			Capps, Cantwell, Capps & Byrd	1010265456	2019-09-12	Legal Services	331	5140 ©	
Į,						County mayorrexecutive	:	P 50	
2 242 71	<u> </u>	Total:	- 000 019				0		
54.51			Food City	1010265469	2019-09-12	Other Charges	доо 000	5130 3q	
20.00			English Mountain Spring Water	1010265465	2019-09-12	Other Charges	599	5130 93	
69.45			Citizen Tribune	1010265459	2019-09-12	Other Charges	599	5130 ©	
787.00			Suntrust Bankcard, NA	1010265551	2019-09-19	Travel	355	51300	
17.01			Fuelman	1010265470	2019-09-12	Travel	355	51300	
31.02			Brittain, William H	1010265392	2019-09-05	Travel	355	51300	
227.87			Canon Solutions America, Inc	1010265515	2019-09-19	Rentals	351	51300	
816.00			Pitney Bowes	1010265486	2019-09-12	Rentals	351	51300	
90.00			AT&T	1010265450	2019-09-12	Communication	307	51300	
76.94			Verizon Wireless	1010265446	2019-09-05	Communication	307	51300	
52.91			Century Link/Business Services	1010265396	2019-09-05	Communication	307	51300	
97 <u>s</u> 598	7	Total:				County Commission	i	51100	
17座00			Suntrust Bankcard, NA	1010265504	2019-09-12	Other Charges	599	51100	
i o			Food City	1010265469	2019-09-12	Other Charges	599	51100	
37 6 32			Suntrust Bankcard, NA	1010265551	2019-09-19	Travel	355	51100	
20 @ 00			Smith, Jerry Allen	1010265580	2019-09-26	Contracts With Private Agencies	312	51100	
2238			Bowman, Patricia A.	1010265514	2019-09-19	Contracts With Private Agencies	312	51100	
10 <u>6</u> 00			Smith, Jerry Allen	1010265434	2019-09-05	Contracts With Private Agencies	312	51100	
4 6 25			Camera Castle	1010265394	2019-09-05	Contracts With Private Agencies	312	51100	
Amount Paid			Description	Check Nbr	DATE	NAME	OBJ	ACCT	

110.33	_	Total:				Purchasing		52200
110.33			Citizen Tribune	1010265459	2019-09-12	Advertising	302	52200
655.04	2	Total:				Accounting And Budgeting	i	52100
515.18			Evans Office Supply Co	1010265564	2019-09-26	Office Supplies	435	52100
139.86			Hale, Amanda D	1010265567	2019-09-26	Travel	355	52100
117.42	->	Total:				Preservation Of Records	i	51910
117.42			Canon Solutions America, Inc	1010265455	2019-09-12	Rentals	351	51910
45,759.45	19	Total:				Other Facilities	į	51810
289.18			Unifirst	1010265499	2019-09-12	Uniforms	451	51810
857.16			Atmos Energy	1010265513	2019-09-19	Natural Gas	434	51810
444.28			Fuelman	1010265470	2019-09-12	Gasoline	425	51810
33,283.00			Morristown Utilities	1010265575	2019-09-26	Electricity	415	51810
165.31			Unifirst	1010265499	2019-09-12	Custodial Supplies	410	51810
6,141.26			Kelsan Inc	1010265417	2019-09-05	Custodial Supplies	410	51810
23.00			English Mountain Spring Water	1010265465	2019-09-12	Other Contracted Services	399	51810
109.55			Electrical Technology Recycling	1010265400	2019-09-05	Other Contracted Services	399	51810
60.00	5	s Car Was	Ultimate Shine 3 Minute Express Car Wash	1010265445	2019-09-05	Maintenance And Repair Services - Vehicles	338	5181
48.70			NAPA Auto Parts Of Morristown	1010265484	2019-09-12	Maintenance And Repair Services - Equipment	336	5181 8
349.05			Walmart Community BRC	1010265591	2019-09-26	Maintenance And Repair Service - Buildings	335	5181配
907.60			Lowe's	1010265420	2019-09-05	Maintenance And Repair Service - Buildings	335	5181 .eq
214.23			Carrot Top Industries	1010265395	2019-09-05	Maintenance And Repair Service - Buildings	335	5181 0
20.00			Murrell Burglar Alarm Co Inc	1010265483	2019-09-12	Maintenance Agreements	334	5181 0
999.46	,	7	Cummins Crosspoint Inc.	1010265463	2019-09-12	Maintenance Agreements	334	51810
55.00	ent	Developme	TN Dept Of Labor & Workforce Development	1010265440	2019-09-05	Maintenance Agreements	334	51810
632.35			AT&T	1010265451	2019-09-12	Communication	307	51810
864.94			AT&T	1010265450	2019-09-12	Communication	307	51810
295.38			Verizon Wireless	1010265446	2019-09-05	Communication	307	51810
255.00		Total:		***************************************		Codes Compliance	:	51750
255.00			Capps, Cantwell, Capps & Byrd	1010265456	2019-09-12	Legal Services	331	51750
1,36世37	9	Total:				Planning		51720
15000			Rich, Jonathan	1010265488	2019-09-12	Refunds	509	51720
70 <u>0</u> 96			Evans Office Supply Co	1010265564	2019-09-26	Office Supplies	435	51720
53691			Fuelman	1010265470	2019-09-12	Gasoline	425	51720
9 <u>8</u> 75			Canon Solutions America, Inc	1010265455	2019-09-12	Rentals	351	51720
15:00	5	s Car Was	Ultimate Shine 3 Minute Express Car Wash	1010265445	2019-09-05	Maintenance And Repair Services - Vehicles	338	51720
10-600			Citizen Tribune	1010265459	2019-09-12	Legal Notices, Recording And Court Costs	332	51720
110235			Canns Cantwell Canns & Byrd	1010265456	2019-09-12	Legal Services	331	51720
Amount Paid			Description	Check Nbr	DATE	NAME	OBJ	ACCT
Page: 2 Date 0/2/2019 Time. 8:22:12AM			ISTING	N AFTOVAL LISTING	COMMISSION AFT	₹und #(101)	Fund: 101 Gen	Fund: 1

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Fund: 101 Gen .-und #(101)

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Data Processing	Contracts With Private Agencies Contracts With Private Agencies Contracts With Private Agencies Contracts With Private Agencies Data Processing Services Data Processing Services Data Processing Equipment Data Processing Equipment	Communication Communication Communication Communication Printing, Stationery And Forms Rentals Travel Office Supplies Office Supplies Data Processing Equipment County Clerk's Office	Communication Maintenance Agreements Maintenance Agreements Rentals Office Supplies Office Supplies Office Supplies County Trustee's Office	Rentals Reappraisal Program	NAME Communication Maintenance And Repair Services - Vehicles Gasoline Office Supplies Data Processing Equipment
	2019-09-05 2019-09-19 2019-09-26 2019-09-26 2019-09-05 2019-09-05	2019-09-05 2019-09-05 2019-09-12 2019-09-12 2019-09-12 2019-09-12 2019-09-12 2019-09-12 2019-09-12	2019-09-05 2019-09-19 2019-09-26 2019-09-12 2019-09-12 2019-09-26 2019-09-26	2019-09-12 2019-09-19	2019-09-05 2019-09-05 2019-09-12 2019-09-12 2019-09-26
	1010265404 1010265536 1010265565 1010265536 1010265536 1010265589 1010265415 1010265420	1010265396 1010265446 1010265450 1010265459 1010265455 1010265461 1010265465 1010265465	1010265396 1010265545 1010265583 1010265455 1010265465 1010265565 1010265564	1010265455 1010265515	Check Nbr 1010265396 1010265445 1010265470 1010265465 1010265564
	Foothills Netcom, Inc. MUS Fibernet Foothills Netcom, Inc. MUS Fibernet Tucker, Robert Home Depot Credit Services Lowe's	Century Link/Business Services Verizon Wireless AT&T Citizen Tribune Canon Solutions America, Inc Conway, Sharon L English Mountain Spring Water Suntrust Bankcard, NA Business Information Systems	Century Link/Business Services Sturgis Web Services Sturgis Web Services Canon Solutions America, Inc English Mountain Spring Water Acme Printing Company, Inc Evans Office Supply Co	Canon Solutions America, Inc Canon Solutions America, Inc	Description Century Link/Business Services Ultimate Shine 3 Minute Express Car Wash Fuelman English Mountain Spring Water Evans Office Supply Co
Total:		Total:	Total:	Total:	Car Wasi
00		φ	7	N G	л _
1,358	142 291 241 464 69 28	12 99 41 33 147 76 33 30 0	0.05 900.00 900.00 117.42 13.00 68.00 905.96 2,904.43	108E 108E 217	Amount Paid 第25 3頃00 7例77 2頃00 33優9 33優9
1,358.55 2.36	142.50 291.90 241.58 464.10 69.99 28.83 93.00	12.30 99.30 41.18 33.73 147.75 76.19 33.00 30.49 0.00 473.94	0.05 900.00 900.00 117.42 13.00 68.00 905.96 ,904.43	108.58 108.58 217.16	nt Paid 3000 70077 2000 330099

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Fund: 101 Ger. Fund #(101)

	Century Link/Business Services	1010265396	2019-09-05	Communication	307	53300	
Total:				Circuit Court		53100	
	Evans Office Supply Co	1010265564	2019-09-26	Office Supplies	435	53100	
	Suntrust Bankcard, NA	1010265505	2019-09-12	Office Supplies	435	53100	
	Pitney Bowes	1010265486	2019-09-12	Rentals	351	53100	
	Canon Solutions America, Inc	1010265455	2019-09-12	Rentals	351	53100	
	Shred-It	1010265491	2019-09-12	Printing, Stationery And Forms	349	53100	
	County Record Services	1010265462	2019-09-12	Printing, Stationery And Forms	349	53100	
	Citizen Tribune	1010265459	2019-09-12	Legal Notices, Recording And Court Costs	332	53100	
ervice	UT County Technical Assistance Service	1010265590	2019-09-26	Dues And Memberships	320	53100	
	AT&T	1010265450	2019-09-12	Communication	307	53100	
	Verizon Wireless	1010265446	2019-09-05	Communication	307	53100	
	Century Link/Business Services	1010265396	2019-09-05	Communication	307	53100	
	Shepard, Clifford George	1010265608	2019-09-26		194	53100	
	Rucker, Dorothy Collins	1010265607	2019-09-26	Jury And Witness Expense	194	53100	
	Roark, Robin Eugenia	1010265606	2019-09-26	Jury And Witness Expense	194	53100	
	Reed, Susan Jean	1010265605	2019-09-26	Jury And Witness Expense	194	53100	
	Raber, Michael William	1010265604	2019-09-26	Jury And Witness Expense	194	53100	
	Painter, Melinda Elizabeth	1010265603	2019-09-26	Jury And Witness Expense	194	53100	
	Moses, Douglas W	1010265602	2019-09-26	Jury And Witness Expense	194	5310 ©	
	MOORE, SAM	1010265601	2019-09-26	Jury And Witness Expense	194	5310 8	
	Moore, Lola Jane	1010265600	2019-09-26	Jury And Witness Expense	194	5310 4	
	McFall, Jaron Mooda	1010265599	2019-09-26	Jury And Witness Expense	194	5310 £	
	Johnson, Christopher Scott	1010265598	2019-09-26	Jury And Witness Expense	194	5310 9	
	Dalton, Tammy Marie	1010265597	2019-09-26	Jury And Witness Expense	194	5310 ©	
	Byrd, Ronald Wayne	1010265596	2019-09-26		194	53100	
	Brooks, Charlene Goins	1010265595	2019-09-26		194	53100	
	Bragg, Dexter Freddie	1010265594	2019-09-26	Jury And Witness Expense	194	53100	
	Austin, Karla Meyers	1010265593	2019-09-26	Jury And Witness Expense	194	53100	
	Akard, William Carter	1010265592	2019-09-26	Jury And Witness Expense	194	53100	
Total:				Other Finance	1	52900	
	Evans Office Supply Co	1010265564	2019-09-26	Office Supplies	435	52900	
	Business Information Systems	1010265557	2019-09-26	Office Supplies	435	52900	
	English Mountain Spring Water	1010265465	2019-09-12	Office Supplies	435	52900	
	Morristown Utilities	1010265427	2019-09-05	Electricity	415	52900	
	Thermocopy Of Tennessee	1010265585	2019-09-26	Rentals	351	52900	
	Waste Industries/102 Tidiwaste	1010265503	2019-09-12	Rentals	351	52900	
	Thermocopy Of Tennessee	1010265493	2019-09-12	Rentals	351	52900	
	Fish Window Cleaning	1010265468	2019-09-12	Maintenance And Repair Service - Buildings	335	52900	
	Sawyer, Mark	1010265579	2019-09-26	Operating Lease Payments	330	52900	
	MUS Fibernet	1010265428	2019-09-05	Data Processing Services	317	52900	
	Description	Check Nbr	DATE	NAME	OBJ	ACCT	

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Fund: 101 Gen -- und #(101)

125.95		Suntrust Bankcard, NA	1010265505	2019-09-12	Law Enforcement Equipment	716	53920	
94.49		Suntrust Bankcard, NA	1010265507	2019-09-12	Uniforms	451	53920	
430.00		Gall's Inc	1010265407	2019-09-05	Uniforms	451	53920	
82.50		Harris, Todd J	1010265569	2019-09-26	Travel	355	53920	
82.50		Davis, Donald R	1010265562	2019-09-26	Travel	355	53920	
000000000000000000000000000000000000000	וסומו.				Juvenile Court		53500	
						í	3 700	
104.40		Evans Office Supply Co	1010265401	2019-09-05	Office Supplies	435	53500	
28.12		Fuelman	1010265470	2019-09-12	Gasoline	425	53500	
274.04		Walmart Community BRC	1010265591	2019-09-26	Food Supplies	422	53500	
20.00		English Mountain Spring Water	1010265465	2019-09-12	Food Supplies	422	53500	
117.42		Canon Solutions America, Inc	1010265455	2019-09-12	Rentals	351	53500	
43.37		Verizon Wireless	1010265446	2019-09-05	Communication	307	53500	
2.19		Century Link/Business Services	1010265396	2019-09-05	Communication	307	53500	
3,065.92	Total: 8				Chancery Court	:	53400	
300.00	vice	UT County Technical Assistance Service	1010265590	2019-09-26	In Service/Staff Development	524	53400	
13.00		English Mountain Spring Water	1010265465	2019-09-12	Office Supplies	435	53400	
828.60		County Record Services	1010265397	2019-09-05	Office Supplies	435	53400	
24.30		Fuelman	1010265470	2019-09-12	Travel	355	53400	
147.75		Canon Solutions America, Inc	1010265455	2019-09-12	Rentals	351	5340 6	
1,723.52		County Record Services	1010265561	2019-09-26	Postal Charges	348	5340 %	
20.59		AT&T	1010265450	2019-09-12	Communication	307	5340 R	
8.16		Century Link/Business Services	1010265396	2019-09-05	Communication	307	5340 @	
					C		oto	
1,223.06	Total: 9				Drug Court		53330	
13.00		English Mountain Spring Water	1010265465	2019-09-12	Office Supplies	435	53330	
45.48		Fuelman	1010265470	2019-09-12	Gasoline	425	53330	
450.36		Suntrust Bankcard, NA	1010265505	2019-09-12	Travel	355	53330	
147.00		Miller, Ben	1010265480	2019-09-12	Travel	355	53330	
147.00		Horton, Barbara R	1010265473	2019-09-12	Travel	355	53330	
117.42		Canon Solutions America, Inc	1010265455	2019-09-12	Rentals	351	53330	
55.15		Medtox Laboratories Inc	1010265479	2019-09-12	Evaluation And Testing	322	53330	
41.25		AT&T	1010265450	2019-09-12	Communication	307	53330	
208.40		Verizon Wireless	1010265446	2019-09-05	Communication	307	53330	
1,34 6. 15	Total: 7				General Sessions Court	!	53300	
4500		English Mountain Spring Water	1010265465	2019-09-12	Office Supplies	435	53300	
35 @ 22		Snider, Janice	1010265581	2019-09-26	Travel	355	53300	
62 @ 26		Collins, Wayne Douglas	1010265517	2019-09-19	Travel	355	53300	
8 & 70		Canon Solutions America, Inc	1010265515	2019-09-19	Rentals	351	53300	
20 1 00	ence	TN General Sessions Judges Conference	1010265448	2019-09-09	Dues And Memberships	320	53300	
20659		AT&T	1010265450	2019-09-12	Communication	307	53300	
Amount Paid		Description	Check Nbr	DATE	NAME	ГВО	ACCT	
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Fund: 101 Gen Fund #(101)

ACCT OB	NAME	DATE	Check Nbr	Description	Amount Paid
53920	Courtroom Security			Total: 5	81 % 144
	_	2019-09-05	1010265396	Century Link/Business Services	7 0 59
		2019-09-05	1010265446	Verizon Wireless	1,77 % 36
54110 307		2019-09-12	1010265450	AT&T	10 & 13
54110 307	Communication	2019-09-12	1010265505	Suntrust Bankcard, NA	8585
	_	2019-09-19	1010265548	Verizon Wireless	1,81% 8400
		2019-09-19	1010265337	National Narcotic Detector Dog	30R
		2019-09-12	1010265507	Sunfrust Bankcard, NA	193.85
		2019-09-05	1010265399	Drinnon, Kenny	128.04
		2019-09-05	1010265425	Morristown Chevrolet	325.66
54110 338		2019-09-05	1010265426	Morristown Ford	2,009.13
54110 338		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
		2019-09-12	1010265467	Federal Express	85.15
		2019-09-26	1010265578	R Chattield Co, Inc	220.00
		2019-09-26	1010265588	Capon Solutions America Inc	339.00 173.21
		2019-09-12	1010265486	Pitney Bowes	339.00
		2019-09-05	1010265439	Tipton, Ronald	125.00
5411 6 358		2019-09-05	1010265409	Haag, Steven Earl	82.50
54110 355	5 Travel	2019-09-05	1010265412	Hart, Dj	213.50
	5 Travel	2019-09-05	1010265416	Ingram, Eddie	82.50
	5 Travel	2019-09-05	1010265421	Marsee, Joshua Steven	213.50
54110 358	5 Travel	2019-09-12	1010265506	Suntrust Bankcard, NA	227.93
	5 Travel	2019-09-12	1010265507	Suntrust Bankcard, NA	581.36 437.50
		2019-09-19	1010265529	Ingram, Jodi	137.50
		2019-09-19	1010265542	Sipe, Kimberly C	137.50
		2019-09-05	1010265442	Transunion Risk & Alternative	68.40
	Other Contracted Services	2019-09-19	1010265535	Murrell Burglar Alarm Co Inc	29.00
	5 Gasoline	2019-09-05	1010265406	Fuelman	9,761.12
54110 43	l Law Enforcement Supplies	2019-09-12	1010265505	Suntrust Bankcard, NA	57.60
54110 433	3 Lubricants	2019-09-05	1010265425	Morristown Chevrolet	73.31
54110 433	3 Lubricants	2019-09-05	1010265426	Morristown Ford	128.83
54110 433	3 Lubricants	2019-09-12	1010265466	Farris Jeep Ram Chrysler Dodge	194.05
54110 43		2019-09-12	1010265505	Suntrust Bankcard, NA	87.12
54110 43		2019-09-12	1010265507	Suntrust Bankcard, NA	976.95
54110 43		2019-09-26	1010265564	Evans Office Supply Co	2,058.14
		2019-09-12	1010265506	Suntrust Bankcard, NA	29.24
		2019-09-05	1010265405	Foremost Promotions	492.16
		20-60-61.02	1010265429	OMG National	940.22
	9105 NS 1040'200	307 307 307 307 307 307 307 307 307 307	Courtroom Security	Courtroom Security	OBJ NAME

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Fund: 101 Ger. Fund #(101)

ACCT	OBO	NAME	DATE	Check Nbr	Description		Amount Paid
54110	499	Other Supplies And Materials	2019-09-12	1010265506	Suntrust Bankcard, NA		15 % 69
54110	499	Other Supplies And Materials	2019-09-19	1010265531	Jarnagin, Esco Ray		1 <mark>9</mark> 95
54110	499	Other Supplies And Materials	2019-09-26	1010265591	Walmart Community BRC		16 <mark>8</mark> .72
54110	524	In Service/Staff Development	2019-09-12	1010265497	TN Narcotic Officers Association		55 <mark>@</mark> .00
54110	524	In Service/Staff Development	2019-09-26	1010265587	TN Law Enforcement Training Officers	s Associatior	1,12 ® 00
54110	599	Other Charges	2019-09-05	1010265410	Hamblen County Boat Dock, Inc		108.00
54110	599	Other Charges	2019-09-05	1010265411	Hamblen County Clerk		1 <mark>0</mark> .50
54110	599	Other Charges	2019-09-05	1010265433	Shred-It		28.34
54110	599	Other Charges	2019-09-12	1010265465	English Mountain Spring Water		2 6 .00
54110	599	Other Charges	2019-09-12	1010265500	Vaughn, Teri Beth		10.00
54110	599	Other Charges	2019-09-12	1010265505	Suntrust Bankcard, NA		51.98
54110	599	Other Charges	2019-09-19	1010265520	ETHRA, Inc.		1,000.00
54110	716	Law Enforcement Equipment	2019-09-12	1010265452	Axon Enterprise, Inc.		5,700.00
54110	716	Law Enforcement Equipment	2019-09-12	1010265505	Suntrust Bankcard, NA		163.03
54110	716	Law Enforcement Equipment	2019-09-26	1010265555	Axon Enterprise, Inc.		3,482.00
54110	716	Law Enforcement Equipment	2019-09-26	1010265576	Murrell Burglar Alarm Co Inc		436.00
54110	i	Sheriff's Department			Тс)tal: 57	45,572.61
5416 400	309	Contracts With Government Agencies	2019-09-12	1010265495	TN Bureau Of Investigation		100.00
9 q0	1	Administration Of The Course Offender Degistry				\frac{1}{2}	100 00
24 1		Collination of the Coxual Cholude Ineglany				-	
5421 %	334	Maintenance Agreements	2019-09-05	1010265436	South Western Comm, Inc		4,780.00
5421 6	335	Maintenance And Repair Service - Buildings	2019-09-05	1010265402	Fastenal Company		74.46
54210	335	Maintenance And Repair Service - Buildings	2019-09-05	1010265403	Fenco Supply Co		1,313.92
54210	335	Maintenance And Repair Service - Buildings	2019-09-05	1010265420	Lowe's		168.11
54210	335	Maintenance And Repair Service - Buildings	2019-09-05	1010265447	Waddell, Bill		325.00
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	335	Maintenance And Repair Service - Buildings	2019-09-19	1010265549	Waddell, Bill		175.00
54210	336	Maintenance And Repair Services - Equipment	2019-09-05	1010265441	Trane Co		1,346.30
54210	340	Medical And Dental Services	2019-09-12	1010265492	Southern Health Partners		52,998.65
54210	340	Medical And Dental Services	2019-09-19	1010265512	American Esoteric Laboratories		287.50
54210	340	Medical And Dental Services	2019-09-19	1010265516	Cherokee Health Systems		447.30
54210	340	Medical And Dental Services	2019-09-19	1010265518	East TN Center for Orthopaedic Exce	llence	131.81
54210	340	Medical And Dental Services	2019-09-19	1010265519	East TN Spine & Orthopaedic Special	lists	657.56
54210	340	Medical And Dental Services	2019-09-19	1010265521	Hamblen Anesthesia		468.00
54210	340	Medical And Dental Services	2019-09-19	1010265527	High, William R		180.00
54210	340	Medical And Dental Services	2019-09-19	1010265533	Mobile Images Acquisition LLC		3,275.00
54210	340	Medical And Dental Services	2019-09-19	1010265534	Morristown-Hamblen Hospital		6,929.99
54210	340	Medical And Dental Services	2019-09-19	1010265543	Siva T Maran, Md, Mrcp		75.00
54210	340	Medical And Dental Services	2019-09-19	1010265547	University Radiology		1,635.90
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
	54110 54110 54110 54110 54110 54110 54110 54110 54110 54110 54110 54110 542210 542210	0,00 ,0 , , , , , , , , , , , , , , , ,	OBJ 499 499 599 599 599 599 599 716 716 716 716 716 716 335 335 335 335 335 336 340 340 340 340 340	OBJ NAME Other Supplies And Materials In Service/Staff Development Other Charges	OBJ NAME DATE 499 Other Supplies And Materials 2019-09-12 499 Other Supplies And Materials 2019-09-19 499 Other Supplies And Materials 2019-09-19 499 Other Charges 2019-09-26 524 In Service/Staff Development 2019-09-26 599 Other Charges 2019-09-05 599 Other Charges 2019-09-12 716 Law Enforcement Equipment 2019-09-12 716 Law	OBJ NAME DATE Check Nbr 499 Other Supplies And Materialis 2019-09-12 1010255506 499 Other Supplies And Materialis 2019-09-12 1010255506 499 Other Supplies And Materialis 2019-09-26 1010255501 499 Other Supplies And Materialis 2019-09-26 1010255501 524 In Service/Staff Development 2019-09-25 1010255497 524 In Service/Staff Development 2019-09-95 1010255497 524 In Service/Staff Development 2019-09-92 1010255411 599 Other Charges 2019-09-91 1010255411 599 Other Charges 2019-09-92 1010255402 716 Law Enforcement Equipment 2019-09-12 1010255506 716 Law Enforcement Equipment 2019-09-26 1010255506 </td <td>OBJ NAME DATE Check Nbr Description 489 Chine Supplies And Malerialis 2019-06-19 1010285501 Samitust Bankcard NA 490 Chine Supplies And Malerialis 2019-06-19 1010285501 Lamps Income 524 In Service/Sulf Development 2019-06-12 1010285501 Valoriant Explanation 524 In Service/Sulf Development 2019-06-12 1010285407 TN Law Enforcement Enginement 524 In Service/Sulf Development 2019-06-12 1010285407 TN Law Enforcement Enginement 529 Other Charges 2019-06-12 1010285407 TN Law Enforcement Enginement 529 Other Charges 2019-06-12 1010285405 Suntrus Bankcard, NA 539 Other Charges 2019-09-12 1010285405 Suntrus Bankcard, NA 540 Law Enforcement Equipment 2019-09-12 1010285405 Suntrus Bankcard, NA 716 Law Enforcement Equipment 2019-09-12 1010285405 Suntrus Bankcard, NA 716 Law Enforcement Equipment 2019-09-12 1010285402</td>	OBJ NAME DATE Check Nbr Description 489 Chine Supplies And Malerialis 2019-06-19 1010285501 Samitust Bankcard NA 490 Chine Supplies And Malerialis 2019-06-19 1010285501 Lamps Income 524 In Service/Sulf Development 2019-06-12 1010285501 Valoriant Explanation 524 In Service/Sulf Development 2019-06-12 1010285407 TN Law Enforcement Enginement 524 In Service/Sulf Development 2019-06-12 1010285407 TN Law Enforcement Enginement 529 Other Charges 2019-06-12 1010285407 TN Law Enforcement Enginement 529 Other Charges 2019-06-12 1010285405 Suntrus Bankcard, NA 539 Other Charges 2019-09-12 1010285405 Suntrus Bankcard, NA 540 Law Enforcement Equipment 2019-09-12 1010285405 Suntrus Bankcard, NA 716 Law Enforcement Equipment 2019-09-12 1010285405 Suntrus Bankcard, NA 716 Law Enforcement Equipment 2019-09-12 1010285402

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312 312 312		999	599	599	599	599	451	425	338	338	307		316	:	425	399	338	307	307	*****	716	716	710	599	599	599	451	441	435	435	422	422	410	410	355	351	OBJ
Contracts With Private Agencies Contracts With Private Agencies Contracts With Private Agencies	CIVII Derense	Other Charges	Other Charges	Other Charges	Other Charges	Other Charges	Uniforms	Gasoline	Maintenance And Repair Services - Vehicles	Maintenance And Repair Services - Vehicles	Communication	Fire Prevention And Control	Contributions	Work Release Program	Gasoline	Other Contracted Services	Maintenance And Repair Services - Vehicles	Communication	Communication	Jail	Law Enforcement Equipment	Law Enforcement Equipment	Food Service Equipment	Other Charges	Other Charges	Other Charges	Uniforms	Prisoners Clothing	Office Supplies	Office Supplies	Food Supplies	Food Supplies	Custodial Supplies	Custodial Supplies	Travel	Rentals	NAME
2019-09-05 2019-09-05 2019-09-05	***************************************	2019-09-26	2019-09-19	2019-09-19	2019-09-12	2019-09-12	2019-09-19	2019-09-12	2019-09-26	2019-09-19	2019-09-05		2019-09-19	***************************************	2019-09-12	2019-09-19	2019-09-12	2019-09-12	2019-09-05		2019-09-26	2019-09-12	2019-09-26	2019-09-26	2019-09-12	2019-09-12	2019-09-05	2019-09-26	2019-09-26	2019-09-26	2019-09-26	2019-09-05	2019-09-12	2019-09-05	2019-09-12	2019-09-12	DATE
1010265388 1010265408 1010265414		1010265564	1010265550	1010265532	1010265501	1010265469	1010265540	1010265470	1010265571	1010265550	1010265391		1010265538	***************************************	1010265470	1010265544	1010265484	1010265501	1010265396		1010265576	1010265453	1010265556	1010265556	1010265504	1010265491	1010265444	1010265556	1010265578	1010265564	1010265591	1010265443	1010265503	1010265417	1010265507	1010265455	Check Nbr
Axis Forensic Toxicology, Inc. Giles, Todd E Holt, Jeffrey E.	***************************************	Evans Office Supply Co	Suntrust Bankcard, NA	Martin, Tyler	Verizon Wireless	Food City	Screen Designs By Sheila	Fuelman	Jerry's Automotive	Suntrust Bankcard, NA	Bell, Chris E		North Hamblen County VFD	***************************************	Fuelman	Stepping Out Ministries	NAPA Auto Parts Of Morristown	Verizon Wireless	Century Link/Business Services		Murrell Burglar Alarm Co Inc	Blackfox, LLC	Bob Barker Company, Inc	Bob Barker Company, Inc	Suntrust Bankcard, NA	Shred-It	TruBlu Tactical Police Supply	Bob Barker Company, Inc	R Chatfield Co, Inc	Evans Office Supply Co	Walmart Community BRC	Trinity Services Group, Inc.	Waste Industries/102 Tidiwaste	Kelsan Inc	Suntrust Bankcard, NA	Canon Solutions America Inc	Description
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320.00 160.00 200.00	734.31	32.50	6.41	25.00	34.00	7.98	70.00	424.45	50.00	27.97	56.00	27,500.00	27,500.00	1,028.99	292.04	640.00	7.82	81.85	7.28	126,502.38	436.00	450.00	193.21	1,185.16	209.98	20.34	0.00	2,28 <mark>9</mark> .56	55 <mark>0</mark> .00	35 p 98	1 <mark>%</mark> .26	34,50 6 .98	63 <mark>2</mark> 09	4,2 4© .88	2,6582	14월 75	Amount Paid

56700 307 56700 307 56700 336 56700 410 56700 410 56700 412 56700 415 56700 415 56700 425 56700 454		55110 309 55110 309 55110 309 55110 309 55110 309 55110 309 5511 9 309 5511 9 355 5511 9 355 55110 355 55110 355 55110 355	Fund: 101 Gen ACCT OBJ 54610 312 54610 312 54610 312 54610 312 54610 312 54610 312 54610 312 54610 312 54610 312 54610 312 54610 399 54610 435
Communication Communication Maintenance And Repair Services - Equipment Maintenance And Repair Services - Vehicles Custodial Supplies Custodial Supplies Diesel Fuel Electricity Electricity Gasoline Water And Sewer	Local Health CenterContributions Other Local Welfare Services	Contracts With Government Agencies Travel	NAME Contracts With Private Agencies
2019-09-05 2019-09-05 2019-09-05 2019-09-05 2019-09-05 2019-09-12 2019-09-12 2019-09-12 2019-09-12 2019-09-12 2019-09-12 2019-09-12	2019-09-19	2019-09-05 2019-09-12 2019-09-19 2019-09-19 2019-09-19 2019-09-19 2019-09-05 2019-09-05 2019-09-05 2019-09-05 2019-09-05 2019-09-05 2019-09-05 2019-09-05 2019-09-05 2019-09-05	COMMISSION AI MONTHL DATE 2019-09-05 1 2019-09-05 1 2019-09-05 1 2019-09-12 1 2019-09-12 1 2019-09-12 1 2019-09-12 1 2019-09-12 1 2019-09-12 1 2019-09-12 1 2019-09-12 1 2019-09-12 1 2019-09-12 1 2019-09-12 1 1
1010265428 1010265446 1010265419 1010265431 1010265417 1010265503 1010265502 1010265449 1010265481 1010265502 1010265481	1010265526	1010265396 1010265450 1010265464 1010265513 1010265515 1010265536 1010265539 1010265539 1010265387 1010265390 1010265422 1010265422 1010265423 1010265435	COMMISSION APTOVAL LISTI MONTHL JECKS DATE Check Nbr 2019-09-05 1010265418 Kre 2019-09-05 1010265423 Mar 2019-09-05 1010265437 The 2019-09-05 1010265437 The 2019-09-12 1010265482 Mo 2019-09-12 1010265482 Mo 2019-09-12 101026554 Axi 2019-09-26 1010265398 Day 2019-09-12 1010265490 Roj 2019-09-12 1010265
MUS Fibernet Verizon Wireless Lane Sales Power Equipment Porter's Tire Store Kelsan Inc Waste Industries/102 Tidiwaste Voyager Fleet Systems Inc Appalachian Electric Co-Op Morristown Utilities Voyager Fleet Systems Inc Morristown Utilities	Helen Ross McNabb Center	Century Link/Business Services AT&T English Mountain Coffee Atmos Energy Canon Solutions America, Inc MUS Fibernet Roberts Cleaning Company Morristown Utilities Aguilar, Caroline M Becerra, Michele L Mathes, Aliana A. Miller, Myra G. Rodriguez, Kawaela S Smith, Kim Citizen Tribune	Description Kreceman, John F Mayes Mortuary Peoples, Jimmy W Thompson, Claude, JR Thompson, Tom C, MD Knox County Medical Examiner Morristown-Hamblen EMS Axis Forensic Toxicology, Inc. Davis, Eddie Rogers, Alice R
	Total: Total:		Total:
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			Page: 9 Date (Time. 8
123.98 51.60 162.84 10.00 321.02 481.17 527.04 22.77 4,586.00 638.36 3,141.00	6,008.98 85.00 85.00	70.14 261.17 269.40 68.61 16.94 12.00 1,950.00 2,314.00 44.18 82.25 17.86 85.54 42.30 45.59 729.00	9 0/2/2019 8:22:12AM Amount Paid 250.00 400.00 560.00 2,083.03 7,400.00 50.00 320.00 750.00 234.00

369,724.15	nd #(101)	neral Fu	Total of checks for General Fund #(101)					
13,900.00 19,700.00 33,600.00	N	Total:	Lane Sales Power Equipment Atlanta Luxury Motors Mall of GA	1010265419 1010265553	2019-09-05 2019-09-26	Maintenance Equipment Motor Vehicles Social, Cultural And Recreation Projects	717 718	91150 91150 91150
7,282.00 7,282.00	<u> </u>	Total:	Axon Enterprise, Inc.	1010265389	2019-09-05	Law Enforcement Equipment Public Safety Projects	716	91130 91130
175.00 84.00 8,497.60 8,756.60	ω	Total:	Hamblen County Government Healthstar Physicians, Inc Travelers	1010265523 1010265472 1010265498	2019-09-19 2019-09-12 2019-09-12	Other Fringe Benefits Worker's Compensation Insurance Liability Claims Employee Benefits	299 513 515	58600 58600 58600 58600
6.67 6.67	<u> </u>	Total:	Century Link/Business Services	1010265396	2019-09-05	Communication Veterans' Services	307	5830890 000885
1,890.00 22.50 1,912.50	Ν	Total:	Harrison, T Clint Lowe's	1010265525 1010265420	2019-09-19 2019-09-05	Engineering Services Instructional Supplies And Materials Storm Water Management	321 429	57800 57800 5780
6.81 8.46 16.92 39.48 95.88	O	Total:	Century Link/Business Services Henry, Martha Hobbs, Elizabeth Singleton, Samanthia Long, Debra	1010265396 1010265413 1010265528 1010265541 1010265574	2019-09-05 2019-09-05 2019-09-19 2019-09-19 2019-09-26	Communication Travel Travel Travel Travel Agricultural Extension Service	307 355 355 355	57100 57100 57100 57100 57100 57100
9,671 9 0	-	Waste Total:	Hamblen County-Morristown Solid Waste	1010265524	2019-09-19	Contracts With Government Agencies Other Social, Cultural And Recreational	309	56900 56900
338\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	14	Total:	Lowe's Hamblen Co General Sessions English Mountain Spring Water	1010265420 1010265508 1010265465	2019-09-05 2019-09-12 2019-09-12	Other Supplies And Materials Refunds Other Charges Parks And Fair Boards	499 509 599	56700 56700 56700 56700
Amount Paid			Description	Check Nbr	DATE	NAME	OB _J	ACCT
Page: 10 Date 10/2/2019 Time. 8:22:12AM			ISTING	SSION AFT ROVAL LISTING	COMMISSION AF	. Fund #(101)	01 Ger.	Fund: 101 Ger.

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Ü	Sanitation Management	Other Supplies And Materials	Uniforms	Tires And Tubes	Lubricants	Gasoline	Diesel Fuel	Disposal Fees	Maintenance And Repair Services - Equipment	Other Fringe Benefits	Handling Charges & Administrative Costs	NAME										
		2019-09-26	2019-09-26	2019-09-19	2019-09-19	2019-09-12	2019-09-05	2019-09-12	2019-09-12	2019-09-12	2019-09-05	2019-09-05	2019-09-12	2019-09-19	2019-09-19	2019-09-12	2019-09-12	2019-09-05	2019-09-05	2019-09-19	2019-09-12	DATE
		1160023810	1160023808	1160023806	1160023804	1160023790	1160023786	1160023792	1160023793	1160023798	1160023787	1160023787	1160023794	1160023805	1160023801	1160023799	1160023797	1160023789	1160023788	1160023803	1160023795	Check Nbr
	Total: 20	Taber, James	Elliott Boots	UniFirst First Aid Corp	Kennedy, Thomas A.	American Welding & Gas	Big M Janitorial	Cintas Corp., Loc. 207	Goforth Tire & Auto, Inc	Universal Total Lubricants, Inc.	Fuelman	Fuelman	Hamblen County-Morristown Solid Waste	Overhead Door Co Of Knoxville	Clarke Power Services, Inc	Worldwide Equip/Volunteervolvo	Triad Freightliner	Premier Truck Group	NAPA Auto Parts Of Morristown	Hamblen County Government	Healthstar Physicians, Inc	Description
121,300.02	127 566 62	343.50	100.00	70.18	101.90	498.78	927.80	626.52	24,585.60	1,226.40	261.00	11,615.29	81,505.40	35 la57	2,007=40	23542	805574	67 <u>35</u> 96	1,56 6. 66	3 <u>76</u> 50	28 00	Amount Paid

1) 67,039.82	nd (#13	Vorks Fur	Total of checks for Highway/Public Works Fund (#131)	To				
12,915.00	2	Total:				Capital Outlay	*****	68000
6,120.00			Wilson, Issac	1313042562	2019-09-19	Highway Equipment	714	68000
6,795.00			Wilson, Issac	1313042555	2019-09-12	Highway Equipment	714	68000
22,985.38	3	Total:		***************************************		Operation And Maintenance Of Equipment	•	63100
242.20			Lane Sales Power Equipment	1313042537	2019-09-05	Other Supplies And Materials	499	63100
14,952.66			Goforth Tire & Auto, Inc	1313042548	2019-09-12	Tires And Tubes	450	63100
133.13			BP	1313042544	2019-09-12	Gasoline	425	63100
1,504.06			Fuelman	1313042533	2019-09-05	Gasoline	425	63100
503.64			Safety-Kleen Systems, Inc	1313042551	2019-09-12	Garage Supplies	424	63100
772.90			American Welding & Gas Inc.	1313042541	2019-09-12	Garage Supplies	424	63100
458.25			Meade Tractor	1313042566	2019-09-26	Equipment Parts - Heavy	416	63100
1,767.82			NAPA Auto Parts Of Morristown	1313042538	2019-09-05	Equipment Parts - Heavy	416	63100
187.26			Interstate Tractor	1313042535	2019-09-05	Equipment Parts - Heavy	416	63100
286.85			Interstate Battery System	1313042534	2019-09-05	Equipment Parts - Heavy	416	63100
2,176.61			Fuelman	1313042533	2019-09-05	Diesel Fuel	412	63100
29,186.24	7	Total:				Highway And Bridge Maintenance	i	6100 6100
r,000:00	ı	I	Toadway Soldiloils EEC	0.001001	10-00-10		Ş	
2 550 DO			Doodway Collitions III	1313042561	2019-09-19	Eponoina C	467	8200 2
309 76			Cintas Corn Do 207	1313042546	2019-09-12	Uniforms	451	6200 Pq
213.00			Smoky Mountain Farmers Co-Op	1313042539	2019-09-05	General Construction Materials	426	6200 6
5,839.86			Vulcan Materials Company	1313042554	2019-09-12	Crushed Stone	409	6200 0
8,660.47			Apac Atlantic, Inc	1313042558	2019-09-19	Asphalt - Hot Mix	404	62000
8,551.87			Newport Paving & Ready Mix	1313042550	2019-09-12	Asphalt - Hot Mix	404	62000
3,061.28			Blalock & Sons Inc	1313042543	2019-09-12	Asphalt - Hot Mix	404	62000
, , , , , , , , , , , , , , , , , , ,					111111111111111111111111111111111111111			
1,953.20	12	Total:				Administration	:	61000
100.00			Elliott Boots	1313042563	2019-09-26	Other Charges	599	61000
152.64			Suntrust Bankcard, NA	1313042552	2019-09-12	Other Charges	599	61000
82.50			First Impression Printing	1313042547	2019-09-12	Other Charges	599	61000
86.00			Lakeway Fire Protection, Inc	1313042536	2019-09-05	Other Charges	599	61000
7 <u>%</u> 00			Morristown Utilities	1313042560	2019-09-19	Water and Sewer	454	61000
9449			Evans Office Supply Co	1313042564	2019-09-26	Office Supplies	435	61000
786 14			Holston Electric Cooperative	1313042565	2019-09-26	Electricity	415	61000
9200			Capps, Cantwell, Capps & Byrd	1313042545	2019-09-12	Legal Services	331	61000
13聲00			CDC Holdings	1313042531	2019-09-05	Data Processing Services	317	61000
8446			AT&T	1313042542	2019-09-12	Communication	307	61000
18 202			Verizon Wireless	1313042540	2019-09-05	Communication	307	61000
7 & 95			Comcast Cable	1313042532	2019-09-05	Communication	307	61000
Amount Paid			Description	Check Nbr	DATE	NAME	OBJ	ACCT
Time: 8:23:35AM				THL JECKS	MONTHL	/Public Works Fund (#131)	31 Higi	Fund: 131 High
Page: 1			ISTING	N AF YOVAL LISTING	COMMISSION AF	*)	125	

Budget Amendment- Fund #101 County Commission/ Other Facilities

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

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

10.b.1. County Commission/Other Facilities

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

VOTE RESULTS: Passed By Majority Vote



14 NO: 0 ABSTAIN: 0 ABSENT: 0

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



OFFICE OF THE MAYOR

Hamblen County Commission

Account Number	Description	Increase	Increase
-100 - 2000	INCREASE APPROPRIATIONS:		
51100.599	County Commission - Other Charges	\$ 1,937.00	- Million
51810.717	Other Facilities	\$ 1,052.00	
13 Hell	INCREASE REVENUE		HIP HIP
44530	Sale of Equipment		\$ 2,989.00
			- and
rief Descriptions of issu	ue:		ar il
rief Descriptions of issu o increase appropriatio	ue: ons and revenue relating to the sale of various surpluse	ed items through GovDeals	
rief Descriptions of issu o increase appropriatio	ue: ons and revenue relating to the sale of various surpluse	ed items through GovDeals	
rief Descriptions of issu o increase appropriatio	ue: ons and revenue relating to the sale of various surpluse	ed items through GovDeals	
rief Descriptions of issu o increase appropriatio	ue: ons and revenue relating to the sale of various surpluse	ed items through GovDeals	
o increase appropriatio	ons and revenue relating to the sale of various surpluse	ed items through GovDeals Finance Department Only: iewed by:	
	ons and revenue relating to the sale of various surpluse	Finance Department Only:	

Budget Amendment- Fund #101 Jail

Motion by Randy DeBord, seconded by Thomas Doty to approve the budget amendment for Fund #101 Jail for \$732

0/24/2019 7:29:44 PM RollCall Systems, Inc.

10.b.2. Jail

Fund#101 Jail \$732

VOTE RESULTS: Passed By Majority Vote

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

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



OFFICE OF THE MAYOR

Month September	Year 2019	v		
fund	#101 DEPT: Jail			
Account Number	Description INCREASE APPROPRIATIONS:		Increase	Increase
54210.710	Food Service Equipment		\$ 732.00	
	INCREASE REVENUE	*		98454
44530	Sale of Equipment			\$ 732.0
			1	
Brief Descriptions of issi	ue: ons and revenue relating to the sale of va	rious surplused items in the	a jail kitchen.	The
to increase appropriate	and revolute to the same re-	Tops		
Signature: Sull	Jummand	For Finance Departs Reviewed by:	ment Only;	
Title: Squar	ting assistant	Budget Amendment Date:		

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

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

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

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

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

VOTE RESULTS: Passed By Majority Vote

14 NO: 0 ABSTAIN: 0 ABSENT: 0

Joe Huntsman, Sr	Yes
Taylor Ward	Yes
Thomas Doty	Yes
Wayne NeSmith	Yes
Mike Minnich	Yes
Tim Goins	Yes
Howard Shipley	Yes

Randy DeBord	Motion	Yes
Chris Cutshaw		Yes
Jeff Akard	**	Yes
Jim Stepp		Yes
Bobby Haun		Yes
Tim Horner	3	Yes
Eileen Arnwine		Yes



2019

Hamblen County Commission

September

Year

Month

and			
Account Number	r Description	Increase	Increase
	INCREASE APPROPRIATIONS:		
	Social, Cultural, and Recreation 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
rief Descriptions of o increase appropri	issue: ations and revenue relating to the sale of Cherokee Park plays	round equipment	
Brief Descriptions of To increase appropris	ations and revenue relating to the sale of Cherokee Park plays:	round equipment	

Budget Amendment- Fund #101 County Mayor

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

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

10.b.4. County Mayor

Fund #101 County Mayor \$375

VOTE RESULTS: Passed By Majority Vote

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

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



OFFICE OF THE MAYOR

2019

Hamblen County Commission

September

Month

Year

nd	#101	DEPT:	County Mayor		
Account Number		De	escription	Increase	Increase
	INCREASE	APPROPRIAT	TONS:		
51300.355	Travel			\$ 375.00	
	INCREASE	REVENUE			
44170	Miscellane	ous Revenue			\$ 375.0
Srief Descriptions of iss	edit card paymer	nt to the County	Mayor's Office and	as originally charged.	
ransfer the funds to the	e appropriate exp		nt where the payment wa		
ransfer the funds to the	e appropriate exp	Mon , ~			
Signature:	Landy M	Hain	Far Fi Review	unuce Department Only; ved by:t t Amendment:	

Budget Amendment- Fund #101 Sheriff's Department

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

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

10.b.5. Sheriff's Department

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

VOTE RESULTS: Passed By Majority Vote





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



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



OFFICE OF THE MAYOR

Hamblen County	Commission		
Month August	Year 2019	U	
Fund	#101 DEPT: Sheriffs	Department	
Account Number	Description INCREASE APPROPRIATIONS:	Increase	Increase
	INCREASE AFFROT RIATIONS.		
64110.716	Law Enforcement Equipment	\$13,472.0	00
		t	
	INCREASE REVENUE	•	
47990	Other Direct Federal Revenue		\$13,472.00
2			
		j	
Brief Descriptions of issu	ie:	2	
To record payment of Ju transfer the funds to the	stice Assistance Grant (JAG) awarded to Ham appropriate expenditure account used to pure	chase a mobile forensic program.	
	, A		
Signatura: Willia	anomination	For Finance Department Only:	
Title: Equa	` ` ` .	Reviewed by: Budget Amendment:	1
Date:	27-19	Date:	3

Budget Amendment- Fund #101 Sheriff's Department

Motion by Randy DeBord, seconded by Bobby Haun to approve the budget amendment for

Fund #101 Sheriff's Department for \$50

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

10.b.6. Sheriff's Department

Fund #101 Sheriff's Department \$50

VOTE RESULTS: Passed By Majority Vote

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



Month September	Year 2019	90		
Fund	#101 DEPT: Sherif	fs Department		
Account Number	Description INCREASE APPROPRIATIONS:		Increase	Increase
54110.451	Uniforms	The second secon	\$ 50.00	
04110.401		*		
	INCREASE REVENUE	, , , , , , , , , , , , , , , , , , , ,		
48610	Donations			\$ 50.00
			*	
Brief Descriptions of issu	de: ons and revenue relating to the donated fu	nds received from the F	Republican Party	-
of Hamblen County for	Honor Guard uniforms			
- A	¥			
	7			
Signature: Sidu	amount in	For Finance Dep Reviewed by:	artment Only:	
Title: Exac	Indiaa Dintu	E .	nent:	
Date:	50-19	Date:		

Budget Amendment- Fund #101 Geographical Information System

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

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

10.b.7. Geographical Information System

Fund #101 Geographical Information System \$1,500

VOTE RESULTS: Passed By Majority Vote







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



OFFICE OF THE MAYOR

2019

Hamblen County Commission

September

Month

Year

Account Number	Description	Increase	Decrease
	INCREASE APPROPRIATIONS:		
	Geographical Information Systems		
51760.709	Data Processing Equipment	\$1,500.00	
	A lamin of the second of the s		
	DECREASE FUND BALANCE:		
	General Fund		
34990.5231	Reserved for Other General Purposes - Computerized Mapping		\$ 1,500.0
	The state of the s		
ef Descriptions of issu	ie:	Systems Tec	hnician.
ef Descriptions of issuappropriate funds for	e: the purchase of a new computer for the Geographical Informational	Systems Tec	hnician.
<i>ef Descriptions of iss</i> a appropriate funds for	se: the purchase of a new computer for the Geographical Informational	Systems Tec	hnician.
ef Descriptions of issuappropriate funds for	the purchase of a new computer for the Geographical Informational	Systems Tec	hnician.
<i>ef Descriptions of iss</i> appropriate funds for	ie: the purchase of a new computer for the Geographical Informational	Systems Tec	hnician.
<i>ef Descriptions of iss</i> a appropriate funds for	se: the purchase of a new computer for the Geographical Informational	Systems Tec	hmician.
<i>ef Descriptions of iss</i> a appropriate funds for	e: the purchase of a new computer for the Geographical Informational	Systems Tec	hnician.
ef Descriptions of issuappropriate funds for	the purchase of a new computer for the Geographical Informational	Systems Tec	hnician.
appropriate funds for	the purchase of a new computer for the Geographical Informational	ent Only:	hnician.
ef Descriptions of issuappropriate funds for	the purchase of a new computer for the Geographical Informational	ent Only:	hnician.
appropriate funds for	the purchase of a new computer for the Geographical Informational	ent Only:	hnician.

Budget Amendment- Fund #151 Interfund Capital Outlay Note

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

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

10b8 fund 151



VOTE RESULTS: Passed By Majority Vote



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

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



OFFICE OF THE MAYOR

2019

Hamblen County Commission

August

Month

Year

und	#151 DEPT: Fund151-Interfun	d Capital Outlay Note	
Account Number	Description	Increase	Decrease
11000 1111 1111 1111	INCREASE APPROPRIATIONS:		
⊋ II 4II			
99100.590	Transfers Out to Other Funds	\$ 1,500,000.00	
	DECREASE FUND BALANCE:		
34580	Restricted For Debt Service		\$ 1,500,000.0
		× × × × × × × × × × × × × × × × × × ×	
To record a budget amer Fund approved by Resol	ndment for the transfer of funds from the General Debt station 19-14 adopted by the Hamblen County Commission an interfund capital outlay note of \$1,500,000.	Service Fund to the General on on August 22, 2019.	Capital Project
To record a budget amer Fund approved by Resol	ndment for the transfer of funds from the General Debt aution 19-14 adopted by the Hamblen County Commission	Service Fund to the General on on August 22, 2019.	Capital Projec
To record a budget amer Fund approved by Resol This Resolution approve	adment for the transfer of funds from the General Debt sution 19-14 adopted by the Hamblen County Commission an interfund capital outlay note of \$1,500,000.	Service Fund to the General on on August 22, 2019.	Capital Projec
Fund approved by Resol	Address of funds from the General Debt station 19-14 adopted by the Hamblen County Commission an interfund capital outlay note of \$1,500,000.	inance Department Univ.	Capital Projec

Bid Award- New Commercial Grade Tractor for Cherokee Park

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

0/24/2019 7:34:27 PM RollCall Systems, Inc.

10.c. New Commercial Grade Tractor

Bid Award- New Commercial Grade Tractor for Cherokee Park

VOTE RESULTS: Passed By Majority Vote







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

Hamblen County, Tennessee Bid Tabulation

2019 or Newer, Commercial Grade Tractor Bid Name:

Cherokee Park Department: 9/30/2019 @ 2:00p.m. Date Bids Opened: 10/15/2019 @ 5:30p.m. Finance Committee Review:

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

Public Notice Bid Advertisement:

Citizen Tribune Newspaper (online) -

Citizen Tribune Newspaper - Public

Notice

Hamblen County Government

Emailed 4 Approved Vendors

Website

Vandore Ridding

			Vendors Bidding	
1 5 m 1	Item Detail	Tri-County Power Equipment Jefferson City, TN	Interstate Tractor Whitepine, TN	Ritchie Tractor Knoxwille, TN
		MakeModel	Make/Model	MakeModel
Octob	Tractor	Kubota Model L3560	Massey Ferguson Model MF1740M	John Deere Model #3039R
er 24, 2		\$25,980.00	\$25,500.00	\$26,500.00
019		MakeModel	MakeModel	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
Reti	Warranty:	Tractor: 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
urn to F		<u>Loader:</u> Basic - 24 months or 2000 hours	Loader: Basic - 12 months	Loader: 24 months
Regular Ca	Exceptions:	None	None	Bucket width requested was 66" minimumBid received was for a 61" bucket
lend				

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

Award:

Recommendation from Frank Parker for

Bid Award- Asphalt Hotbox Trailer

Motion by Randy DeBord, seconded by Thomas Doty to accept bid award from

Public Works Equipment and Supply, Monroe, NC for \$41,366

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

10.d. Asphalt Hotbox Trailer

Bid Award - Asphalt Hotbox Trailer (2019-09)

VOTE RESULTS: Passed By Majority Vote





Joe Huntsman, Sr	Yes
Taylor Ward	Yes
Thomas Doty Second	Yes
Wayne NeSmith	Yes
Mike Minnich	Yes
Tim Goins	Yes
Howard Shipley	Yes

Randy DeBord	Motion	Yes
Chris Cutshaw		Yes
Jeff Akard		Yes
Jim Stepp		Yes
Bobby Haun	¥	Yes
Tim Horner		Yes
Eileen Arnwine		Yes

Hamblen County, Tennessee Bid Tabulation

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

	Exceptions	No	Yes
		Option #5 Light Bar, Directional Arrows & Controller \$ 1,450.00 Option #11 Spare Tire-Loose \$	Option #5 Light Bar, Directional Arrows & Controller \$ 1,471.00 Option #11 Spare Tire-Loose
		Option #4 Utility Hand Torch \$ 1,150.00 Option #10 Spare Tire- Mounted \$ 525.00	Option #4 Utility Hand Torch \$ 473.00 Option #10 Spare Tire- Mounted \$ 534.00
	int	Option #3 Solvent Tank \$ 375.00 Option #9 Tool Rack \$ 290.00	Option #3 Solvent Tank \$ 363.00 Option #9 Tool Rack \$ 198.00
Vendors Bidding	Bid Amount	Option #2 Spray Tack Unit \$ 3,275.00 Option #8 Loading Hoist/Winch & Davit Manual Operation \$ 1,600.00	Option #2 Spray Tack Unit \$ 3,081.00 Option #8 Loading Hoist/Winch & Davit Manual Operation \$ 674.00
		Option #1 Heated Tack Tank \$ 3,975.00 Option #7 Loading Hoist/Winch & Davit 12V Operation \$ 2,850.00	Option #1 Heated Tack Tank \$ 3,398.00 Option #7 Loading Hoist/Winch & Davit 12V Operation \$ 974.00
		Standard Equipment \$ 29,441.00 Option #6 Strobe Light \$ 300.00	Standard Equipment \$ 28,676.00 Option #6 Strobe Light
	Vendor	Public Works Equipment & Supply O Monroe, NC Estample of Equipment: To & M International Cot with Highlighted Options: \$ 41,366.00	Stringfellow Inc. Nashville, TN Brand of Equipment: Falcon Total Cost with Highlighted Options: \$ 60 37,963.00

Recommendation from Barry Poole for Award: 2) State recommended this brand of equipment

2) State recommended this brand of equipment

Award:

Bid Award- Uniforms for Correctional Officers

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

0/24/2019 7:35:50 PM RollCall Systems, Inc.

10,e. Uniforms for Correctional Officers

Bid Award - Uniforms for Correctional Officers

VOTE RESULTS: Passed By Majority Vote

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

Hamblen County, Tennessee Bid Tabulation

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

Department: Hamblen County Jail

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

Finance Committee Review: 10/15/2019

Co. Commission Review: 10/24/2019

Citizen Tribune Newspaper (online) - Public Notice Citizen Tribune Newspaper - Public Notice Bid Advertisement:

Hamblen County Government Website **Emailed 11 Approved Vendors**

	Vendors Bidding	
Item Detail	S BKT Uniforms Kinesnort, TA	CMS Uniforms

			Smaois Dianing	
	Item Detail	Summit Uniforms Knoxville, TN	BKT Uniforms Kingsport, TN	CMS Uniforms Nashville, TN
o	Jong-Sleeve Base Shirt	7		
ctobe	odor: Black	\$44.94	\$46.99	\$44.08
 er 24, 2	Slauer Brand #8371 or Equivalent			
2019	Short-Sleeve Base Shirt			
0	Color: Black	\$41.86	\$43.57	\$40.89
В	Blauer Brand #8372 or Equivalent			
<u> </u>	Tex Operational Trouser			
	Color: OD Green	\$40.35	\$42.92	\$40.24
Ret	Slauer Brand #8831 or Equivalent			
urn to F	Delivery Cost:	€9	UPS Charges	€9
Regula	Delivery Time:	14 Days	30-45 Days	30 Days
r Caler	Total Cost for one (1) Complete Uniform including Delivery:	\$127.15	\$133,48	\$125.21
ndar	Exceptions Taken:	No	No	No

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

Convenience Center Bid

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

0/24/2019 7:36:25 PM RollCall Systems, Inc.

10.f. Convenience Center Bid



VOTE RESULTS: Passed By Majority Vote

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

Joe Huntsman, Sr	Yes
Taylor Ward	Yes
Thomas Doty	Yes
Wayne NeSmith	Yes
Mike Minnich	Yes
Tim Goins Second	Yes
Howard Shipley	Yes

Randy DeBord	Motion	Yes
Chris Cutshaw		Yes
Jeff Akard		Yes
Jim Stepp		Yes
Bobby Haun		Yes
Tim Horner		Yes
Eileen Arnwine		Yes

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

Public Notice:

Citizen Tribune Newspaper & Online Hamblen County Government Website

10/11/2019 at 11:00am

10/21/2019 at 2:00pm

10/15/2019 (notice in packet)

Return to Regular Calendar

Mandatory Pre-Bid On-Site Meeting:

Date Bids Opened:

County Commission Review: Finance Committee Review:

10/24/2019

	Bid Ta	Bid Tabulations – New Gate	ew Gate		
Vendor:	New Gate	Total Bid	Does Vendor meet Bid Requirements:	Does Vendor have any Bid Exceptions:	Notes:
Hale Construction		\$ 23,627.00	Yes	No	
Lakeway Fence		\$ 21,860.00	Yes	No	
The state of the state of					

		Bid Ta	abulations -	Bid Tabulations - Concrete Pads & Asphalt Paving	ls & Asphal	t Paving	019
Vendor:	Concrete Pad 45' x 12':	Concrete Pad Concrete Pad Asphalt 45' x 12': 15' x 20' Pavement:	Asphalt Pavement:	Total Bid	Does Vendor meet Bid Requirements:	Does Vendor have any Bid Exceptions:	Notes:
Hale Construction	\$ 12,162.00	12,162.00 \$ 8,259.00 \$ 52,621.00 \$	\$ 52,621.00	\$ 68,500.00	Yes	No	Hale Construction bid a lower total of \$68,500.00 if
Summers-Taylor, Inc.	\$ 17,820.00	17,820.00 \$ 10,800.00 \$ 47,360.00 \$	\$ 47,360.00	\$ 75,980.00	Yes	No	

21,497.00

Yes

Z

Lowest Bidder

Sharp Fence

* Total lowest bids by cate	* Total lowest bids by category = \$67,781.00, which is \$719.00 lower than Hale Construction's \$68,500.00, but would require awarding work to two contractors.
Downwardstion of Homb	*Award the Concrete Pads & Asphalt Paving bid to Hale Construction because awarding to one contractor avoids coordination difficulty and delays for completion.
Recommendation of namolen County 7	* Award the New Gate bid to the lowest bidder, Sharp Fence.
Bid Requirements:	Copy of Vendor's W-9, Anti-Collusion & Iran Divestment Act.
Contract Term:	The contract period for this bid shall commence upon awarded bid. The Gate items shall be completed no later than 60 days of the issued Purchase Order Date. The Paving and Concrete items shall be completed no later than 90 days of the issued Purchase Order Date.
Pre-Bid Meeting Company	East TN Turf & Landscape, Hale Construction, Summers-Taylor Inc., Trent Earthworks, Lakeway Fence, Sharp Fence and TN Fence Systems.

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 <u>Convenience Center - New Gate</u>, <u>Paving and Concrete Pads for Hamblen County / Morristown City Solid Waste Systems</u>. 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

JBI Renewal Agreement /SCAAP Grant

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

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

10.g. JBI Renewal Agreement/ SCAAP Grant



VOTE RESULTS: Passed By Majority Vote







Joe Huntsman, Sr	'es	Randy DeBord Motion Ye	es
Taylor Ward	'es	Chris Cutshaw Ye	s
Thomas Doty	'es	Jeff Akard Ye	S
Wayne NeSmith Y	es	Jim Stepp Ye	S
Mike Minnich Y	es	Bobby Haun Ye	S
Tim Goins Second Y	es	Tim Horner Ye	S
Howard Shipley Y	es	Eileen Arnwine Ye	s



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 WHERE (Agreement as of the date written)F , the undersig below.	ned parties have executed this Renewal and Extension
EXECUTED THIS	DAY OF	, 2019
AGREED:		ACCEPTED BY:
Hamblen County, Tennessee		JBI, LTD., a Texas Limited Partnership By: Justice Benefits, Inc., a Texas Corporation Its: Corporate General Partner
Name		By: 2177
Title Address:		Michael F. Moore
		Senior Vice President
		1711 E. Beltline Road
	7	Coppell, Texas 75019

Video Visitation

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

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

10.h. Video Visitation



VOTE RESULTS: Passed By Majority Vote

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

	-	
Joe Huntsman, Sr	Yes	Ra
Taylor Ward	Yes	Cl
Thomas Doty	Yes	Je
Wayne NeSmith	Yes	Ji
Mike Minnich	Yes	В
Tim Goins	Yes	Ti
Howard Shipley	Yes	Ei

Randy DeBord	Motion	Yes
Chris Cutshaw	Second	Yes
Jeff Akard		Yes
Jim Stepp		Yes
Bobby Haun		Yes
Tim Horner		Yes
Eileen Arnwine		Yes



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

Maintenance Agreement for Video Security Upgrade

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

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

10.i. Maintenance Agreement for Video Security Upgrade



VOTE RESULTS: Passed By Majority Vote







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



Smart Communications Holding, Inc. Master Services Agreement

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

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

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

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

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

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

- 5. <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. Limitation of Liability. To the maximum extent permitted by applicable law, Provider shall indemnify and hold harmless Customer, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from negligent acts or omissions of the Provider, its agents or 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. Confidential Information and Non-Disclosure. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the party's services and know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party (the "Disclosing Party"). As a condition to the receipt of the Confidential Information from the Disclosing Party, the receiving party (the "Receiving Party") shall, at all times during and after the term of this Agreement (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information; (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the Disclosing Party's express prior written consent; (iii) disclose the

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

- 10. <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. Warranty Against Contingent Fees. Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.
- 14. <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. Access to Management Information. Customer shall have the complete and unlimited right to access any and all information maintained by Provider which may be needed to ensure compliance with the contract terms and conditions, and to monitor contractual compliance. The Provider shall make available all records or data requested.
- 19. <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. Third-party Rights. The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this Agreement be construed to create in any other individual or entity the status of a third-party beneficiary.
- 21. <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. Completeness of Agreement. This Agreement, together with any additional or supplementary Schedules or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. This Agreement may be amended or revised only in writing and signed by all the parties.
- 27. Force Majeure. Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Customer to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.
- 28. <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. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any telecopy or other electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other electronic transmission of a signature shall be deemed an original and shall bind the party who made such signature.

THIS PORTION INTENTIONALLY LEFT BLANK

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

Customer: Hamblen County	Provider: Smart Communications Holding, Inc. Provider Signature:		
Customer Signature:			
Name: Bill Brittain			
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 SmartKiosk™ system and its entire supporting infrastructure are provided at no cost to the Sheriff's Office or inmate.
- 2. Provider will furnish the proprietary SmartKiosk™ on a sufficient ratio based on the Average Daily Population ("ADP"). Based on an ADP of 480 a minimum of 28 kiosks will be provided. Customer shall determine which inmates have access to the SmartKiosk™.
- 3. The SmartKiosk™ is a custom, ruggedized and correctional grade Kiosk of our custom specifications that will connect to our secure network.
- **4.** The 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 SmartKiosk™ within each housing unit within the facility.
- 7. Each SmartKiosk™ is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use the Kiosk.

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 2 = fee. An invoice will then be sent to the agency for payment, which must be paid within 30 days.
- 23. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks appropriate to their housing assignment.
- **24.** Customer will give prompt notice, in writing, to Provider of any trouble or irregularity in the functioning of any individual kiosk or the electronic messaging system, as a whole.

Patented MailGuard Postal Mail Elimination® System

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

Customer's Responsibilities

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

Video Visitation

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

Law Library

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

THIS PORTION INTENTIONALLY LEFT BLANK

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

Customer: Hamblen County	Provider: Smart Communications Holding, Inc.		
Customer Signature:	Provider Signature:		
Name: Bill Brittain	Name: Jonathan D. Logan		
Title: Mayor	Title: CEO		
Date:	Date:		
Email:	Email: jon.logan@smartcommunications.us		
Notice Address: Hamblen County	Notice Address:		
510 Allison St.	10491 72 nd Street		
Morristown, TN 37814	Seminole, FL 33777		



October 8, 2019

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

Video Upgrade Morristown, TN Upgrade Warranty Expiration: Current Service Agreement Renewal Date:

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

.xtended 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.

	If paid quarterly (each payment)			\$	5,151.58
		ee to five year Agreemers a 10% discount - year o			
	If paid annually year one (reflects a 10% plus 3% discount)				17,989.33
	If paid bi-annually (each payment)				9,272.85
	If paid quarterly (each payment)			\$	4,636.42
	Years two through five:				
If paid annually year two - five (reflects a 3% discount)				\$	19,988.14
	If paid bi-annually (each payment)			\$	10,303.17
If paid quarterly (each payment)				\$	5,151.58
will begin your Comb	oined Extended Warra	payment and have exe anty – with your Current ement will renew each	Service Agreeme	nt on not	
I Year 2 Years 3 Years 4 Years 5 Years Please select y Annually Bi-Annually Quarterly		by your initials in the app			
Printed Name a	nd Title:				·
Date:					
SWC - Submitted by:					
Customer's Auth	norized Signature:	Chris Plemens			
Printed Name ar	nd Title:	Chris Plemons	Service I	Manager	
Date:		October 8, 2019			- 35
		October 24, 2019	D	aturn to Roge	ılar Calendar

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

\$

\$

19,988.14

10,303.17

For selecting a one or two year Agreement: If paid annually (reflects a 3% discount)

If paid bi-annually (each payment)

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

Bond for Trustee

No Action Taken No Vote

Amended Joint Economic and Community Board

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

0/24/2019 7:41:40 PM RollCall Systems, Inc.

Motion to Amend

Add chairman of commission on board joint economic

VOTE RESULTS: Passed By Majority Vote





14 NO: 0 ABSTAIN: 0 ABSENT: 0



Joe Huntsman, Sr	Yes
Taylor Ward Second	Yes
Thomas Doty	Yes
Wayne NeSmith	Yes
Mike Minnich	Yes
Tim Goins	Yes
Howard Shipley	Yes

Randy DeBord	Yes
Chris Cutshaw	Yes
Jeff Akard	Yes
Jim Stepp	Yes
Bobby Haun	Yes
Tim Horner	Yes
Eileen Arnwine	Yes

Amended Joint Economic and Community Board

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

0/24/2019 7:42:38 PM RollCall Systems, Inc.

11.a. Amended Agreement

VOTE RESULTS: Passed By Majority Vote



14 NO: 0 ABSTAIN: 0 ABSENT: 0

	The second secon		A SHIP OF THE PARTY OF THE PART
Joe Huntsman, Sr Ye		Randy DeBord	Yes
Taylor Ward	Yes	Chris Cutshaw	Yes
Thomas Doty	Yes	Jeff Akard	Yes
Wayne NeSmith	Yes	Jim Stepp	Yes
Mike Minnich	Yes	Bobby Haun	Yes
Tim Goins Motio	Yes	Tim Horner	Yes
Howard Shipley	Yes	Eileen Arnwine	Yes

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

- II. **PURPOSE.** The purpose of the Board shall be to foster communication relative to economic and community development between and among government entities, industry, and private citizens.
- III. AUTHORITY. The Board is authorized to take the following actions:
 - a. To discuss the interrelationship among commercial, governmental, private and other interests in the community and to identify ways to coordinate development efforts among these interests; and
 - b. To develop recommendations regarding economic and community development and to advise the legislative bodies of the participating governments of those recommendations.
- IV. MEMBERSHIP OF THE BOARD. The membership of the Board shall be composed and selected as follows:
 - a. The County Executive Mayor of Hamblen County, Tennessee
 - b. The City Administrator of the City of Morristown, Tennessee
 - c. The Chairman of the Hamblen County Commission. The Chairman of the Hamblen County Commission or his/her designee
 - d. The Mayor of the City of Morristown, Tennessee
 - e. The Chairman of the City of Morristown Industrial Development Board
 - f. The President/CEO of the Morristown Area Chamber of Commerce
 - g. One person who owns land qualifying for the classification and valuation under Tennessee Code Annotated, Title 67, Chapter 5, Part 10, to be appointed by the Board from a list of qualifying individuals prepared by the Hamblen County Assessor of Property by mutual agreement of the County Mayor and the City Administrator. from a list of qualifying individuals prepared by the Hamblen County Trustee by mutual agreement of the County Executive and City Administrator.
- V. TERMS OF BOARD MEMBERS. The Terms for the County Executive, Mayor, and the Morristown Mayor and the Chairman of the Hamblen County

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

- VI. <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. MEETINGS. The County Executive shall call the first meeting of the Board and serve as interim chair until all Board members are elected. After the Board is complete, The Board shall meet 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.
- XI. ADMINISTRATIVE DUTIES. The COUNTY and CITY agree to designate the Morristown Area Chamber of Commerce (MACC) as the administrative entity of the Board. The economic development staff of the MACC will perform all the administrative duties of the Board which includes, but is not limited to, scheduling all meetings, ensuring that public notices of the meetings are published properly, maintain and manage the Board bank accounts and manage the Board budget and keep all records of the Board meetings and activities.

XII. MISCELLANEOUS PROVISIONS.

- a. RULES OF ORDER. The conduct of the Board, Executive Committee or any subcommittees thereof shall be governed by *Robert's Rules of Orders*. Minutes shall be taken and preserved for each meeting of the Board, Executive Committee or any subcommittees thereof.
- b. ACCOUNTS. The Board shall maintain an account separate and apart from the accounts and funds of the County and City. 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. <u>EFFECTIVE DATE</u>. This <u>Amended</u> Agreement shall become effective upon its approval by the legislative bodies of both the County and the City.

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

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

Surplus items - Finance Department

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

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

11.b. Surplus items- Finance Department



VOTE RESULTS: Passed By Majority Vote



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



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



To: Hamblen County Commission

From: Bill Brittain

Date: October 8, 2019

Re: Surplus Items Finance Department

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

1) HP Laserjet Pro 400 - Color Printer - Model #M451DN - Serial # CNDF282415

2) Formax Tabletop Pressure Sealer - Model #FD1500 - Serial #2164

Project Scope

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

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

12.a. Project Scope

motion to table the project scope

VOTE RESULTS: Passed By Majority Vote





14 NO: 0 ABSTAIN: 0 ABSENT: 0



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

Initial Bond Resolution

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

Voting For:

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

Voting Against:

Taylor Ward

Motion Passed.

1	9-	1	7

Reso	lution	No.

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

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

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

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

NOTICE

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

Penny Petty, County Clerk

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

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

/s/ Bul Buttan
County Mayor

lex T

County Clerk

STATE OF TENNESSEE)
COUNTY OF HAMBLEN	

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

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

County Clerk

27141654.2

Detailed Bond Resolution

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

Resolution.

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

12.c. Detailed Bond Resolution

table the detailed bond resolution

VOTE RESULTS: Passed By Majority Vote





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



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

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

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

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

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

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

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

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

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

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

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

- (a) "Bonds" means the not to exceed \$20,000,000 General Obligation Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.
- (b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.
- (c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.
 - (d) "County Mayor" shall mean the County Mayor of the County.
- (e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.
- (f) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.
- (g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.
- (h) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.
- (i) "Projects" means: (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, parks and recreations facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing.
- (j) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

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

- (a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.
- (b) The Governing Body finds that the Municipal Advisor has provided the Governing Body with sufficient information regarding the estimated interest expense relating to the Bonds and costs of issuance of the Bonds for the Governing Body to make an informed decision in connection with the issuance of the Bonds in compliance with the County's Debt Management Policy.

Section 4. Authorization and Terms of the Bonds.

- For the purpose of providing funds to finance, in whole or in part, the cost of the Projects and costs incident thereto; reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$20,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate per annum permitted by law at the time of issuance of each series of the Bonds, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing on the June 1st or December 1st following the issuance of the series of Bonds being issued or such other date as is established pursuant to Section 8 hereof. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, each series of the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided and subject to adjustment as provided herein, over a period that does not exceed thirty (30) years from the date of issuance of the applicable series of Bonds in such a manner that all Bonds issued pursuant to this resolution shall provide for approximately level debt service in each year following the construction period of the Projects.
- (b) Subject to the adjustments permitted under Section 8 hereof, Bonds maturing on June 1, 2030 and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, 2029 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

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

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.
- (c) Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of

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

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

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

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

- The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.
- Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinaster "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the

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

- The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment included therein completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.
- (i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.
- (j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND

REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

- (k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.
- (I) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The

Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

<u>Section 6.</u> <u>Form of Bonds</u>. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED	REGISTER	ΞD
Number	\$	=0

UNITED STATES OF AMERICA STATE OF TENNESSEE COUNTY OF HAMBLEN GENERAL OBLIGATION BONDS, SERIES 2019

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Hamblen County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on June 1, 2020, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _________, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest

payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the bookentry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing June 1, 2030 and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, 2029 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected in the manner described above with respect to the partial optional redemption of a single maturity of the Bonds. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity

Redemption Date

Principal Amount of Bonds Redeemed

*Final Maturity

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

payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

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

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County for the purposes of providing funds for: (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, parks and recreations facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior

expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance of the bonds authorized therein, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on October 24, 2019 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk as of the date hereinabove set forth.

HAMBLEN COUNTY, TENNESSEE

	By:	
	County Mayor	
ATTESTED:		
County Clerk		

principal corporate trust office of:	
Date of Registration:	7
This Bond is one of the issue of Bonds	issued pursuant to the Resolution hereinabove described.
	Registration Agent
	By:
	Authorized Officer
(FORM (OF ASSIGNMENT)
Federal Identification or Social Security Numb Hamblen County, Tennessee, and do	rsigned sells, assigns and transfers unto (Please insert ber of Assignee), the within Bond of ses hereby irrevocably constitute and appoint the said Bond on the records kept for registration thereof
	NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.
Signature guaranteed:	
NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent	<u>-</u>

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

- (a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98.0% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an Internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.
- (b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.
 - (c) The County Mayor is further authorized with respect to each series of Bonds to:
 - (1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;
 - (2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;
 - (3) establish the first interest payment date on the Bonds, or any series thereof, provided that such date is not later than twelve months from the dated date of such series of Bonds;
 - (4) establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not be later than thirty (30) years from the date of issuance of each series of the Bonds and (C) the debt service on any series of the Bonds shall not result in balloon indebtedness that requires the approval of the Director of State and Local Finance.
 - (5) Establish, adjust or remove the County's optional redemption provisions of each series of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;
 - (6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and
 - (7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

- (d) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the County Mayor shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.
- (e) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.
- (f) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.
- (g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such 20-day period.
- Section 9. <u>Disposition of Bond Proceeds</u>. The proceeds of the sale of the Bonds shall be disbursed as follows:
- (a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds; and
- the remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2019 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested at the direction of the Finance Director in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

Section 10. Official Statement. The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Mayor and the County Clerk, or either of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

- Section 11. <u>Discharge and Satisfaction of Bonds</u>. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:
- (a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;
- (b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or
 - (c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or obligations of any agency or instrumentality of the United States, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

- (a) The County intends that the Bonds will be issued as tax-exempt bonds under the Code. If so issued, the County hereby covenants that it will take all such actions as are necessary under the Code so that the Bonds will qualify and continue to qualify for such tax-exemption, including, without limitation, not permitting the use of any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". The County further covenants that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.
- (b) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.
- (c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.
- Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its

obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

- Section 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.
- Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.
- Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.
- Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

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

Duly adopted and approved on October 24, 2019.

	County Mayor	
Attested:		
County Clerk		

STATE OF TENNESSEE)
COUNTY OF HAMBLEN)

I, Penny Petty, certify that I am the duly qualified and acting County Clerk of Hamblen County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on October 24, 2019; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's General Obligation Bonds.

WITNESS my official signature on October ____, 2019.

County Clerk		

27141961.2

Hamblen County Government Finance Committee

Tuesday, November 12, 2019
Hamblen County Courthouse – Large Courtroom

MINUTES

Members Present:

Randy DeBord, Thomas Doty, Howard Shipley, Chris Cutshaw, Tim Goins, Joe Huntsman, Sr., Mike Minnich, Wayne NeSmith, Jim Stepp

Members Absent:

None

Call to Order

Chairman Randy DeBord called the meeting to order at 5:45 p.m.

Visitors Wishing to Address the Committee

Linda Noe, Larry Buchanan, Jr., Audrey Lowe

Recurring Business

- a. Expenditure Reports October 2019 (Information Only No Action Necessary)
- b. Review/Approval of Monthly Checks Submitted by the County Mayor's Office for the Month of October 2019 Motion (Thomas Doty/Jim Stepp, all in favor) to approve the October 2019 Monthly Checks submitted by the County Mayor's Office.

Old Business

None

New Business

a. Trustee Bond

Motion (Jim Stepp/Chris Cutshaw, all in favor) to approve the issuance of the Trustee Bond in the amount of 2.8 Million.

- b. Budget Amendments
 - i. Hamblen County Department of Education Budget Amendment #1- Increase of \$104,282.96

 Motion (Thomas Doty/Mike Minnich, all in favor) to approve the budget amendment for

 Hamblen County Department of Education Budget Amendment #1- Increase of \$104,282.96.
 - ii. Fund #101 Circuit Court \$370

 Motion (Thomas Doty/Mike Minnich, all in favor) to approve the budget amendment for Fund
 #101 Circuit Court for \$370.
 - iii. Fund #101 Circuit Court \$5,637.99

 Motion (Jim Stepp/Thomas Doty, all in favor) to approve the budget amendment for Fund #101

 Circuit Court for \$5,637.99
 - iv. Fund #101 Jail \$11,299

 Motion (Thomas Doty/Tim Goins, all in favor) to approve the budget amendment for Fund #101

 Jail for \$11,299.

- v. Fund #101 Employee Benefits \$17,500

 Motion (Thomas Doty/Tim Goins, all in favor) to approve the budget amendment for Fund #101

 Employee Benefits for \$17,500.
- vi. Fund #101 Employee Benefits \$5,899

 Motion (Tim Goins/Thomas Doty, all in favor) to approve the budget amendment for Fund #101

 Employee Benefits for \$5,899.
- vii. Fund #101 Chancery Court \$7,000

 Motion (Mike Minnich/Tim Goins, all in favor) to approve the budget amendment for Fund #101

 Chancery Court for \$7,000.
- viii. Fund #101 Trustee \$3,188

 Motion (Jim Stepp/Tim Goins, all in favor) to approve the budget amendment for Fund #101

 Trustee \$3,188.
- ix. Resolution to Hold a Referendum on the \$85,000,000 (Eighty-Five Million) Bond Issue *Motion (Wayne NeSmith/Joe Huntsman, Sr.) to hold a Referendum on the \$85,000,000 Bond Issue.*

	Yes	No	Pass	Abstain	Absent
1	Chris Cutshaw	Randy DeBord			
2	Wayne NeSmith	Thomas Doty			
3		Howard Shipley			
4		Tim Goins			
5		Joe Huntsman, Sr.			
6		Mike Minnich			
7		James Stepp			

2 Yes- 7 No Motion Fails

Items of Interest (No Action Necessary)

- a. Planning Commission Building Permit Report -October 2019
- b. County Attorney Invoices October 2019
- c. Coroner's Monthly Report October 2019
- d. Budget Amendments Approved by the County Mayor
 - i. Fund # 101 UT/Agricultural Extension \$2,050
- e. Humane Society Reports

<u>Adjournment</u> - There being no further business, Chairman DeBord adjourned the Finance Committee meeting at 6:50 p.m.



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, November 12, 2019
Immediately Following Presentation from Richard DesGroseilliers
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 October 2019 (Information Only-No Action Necessary)
 - b. Review/Acceptance of Monthly Checks October 2019 Submitted by the County Mayor's Office
- 3. Old Business Chairman Randy DeBord
 - a. None
- 4. New Business Chairman Randy DeBord
 - Trustee Bond
 - b. Budget Amendments-Finance Director Anne Bryant-Hurst
 - i. Hamblen County Department of Education Budget Amendment #1-Increase of \$104,282.96-HCDOE Business Supervisor Traci Antrican
 - ii. Fund #101 Circuit Court \$370
 - iii. Fund#101 Circuit Court \$5,637.99
 - iv. Fund #101 Jail \$11,299
 - v. Fund #101 Employee Benefits \$17,500
 - vi. Fund #101 Employee Benefits \$5,899
 - vii. Fund #101 Chancery Court \$7,000
 - viii. Fund # 101 Trustee \$3,188
 - c. Resolution to Hold a Referendum on the \$85,000,000 (Eighty-Five Million) Bond Issue-Commissioner Wayne NeSmith
- 5. Items of Interest (No Action Necessary) Chairman Randy DeBord
 - a. Planning Commission Building Permit Report October 2019
 - b. County Attorney Invoices October 2019
 - c. Coroner's Monthly Report October 2019
 - d. Budget Amendments Approved by County Mayor
 - i. Fund #101 UT/Agricultural Extension \$2,050
 - e. Humane Society Reports
- 6. **Adjournment** Chairman Randy DeBord

GENERAL FUND (101)

EXPENDITURE REPORT

Sel:

From:

Thru:

101 54510

101 54610

Inspection And Regulation

County Coroner/Medical Examiner

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: 10/31/2019

Page: 1 Date: 11/5/2019

Time: 10:36 am

			Revised	Month-to-Date	Year-to-Date		Available	Avl Fnds
Fnd	Accour	nt/Description	Budget	Expenditures	Expenditures	Encumbrances	Funds	%of Budg
101	51100	County Commission	199,423.00	10,887.30	54,465.57	25,010.59	119,946.84	60.15%
101	51210	Board Of Equalizaton	16,650.00	0.00	0.00	0.00	16,650.00	100.00%
101	51300	County Mayor/Executive	221,433.00	17,759.91	71,503.31	6,211.50	143,718.19	64.90%
101	51400	County Attorney	31,293.00	2,165.16	6,596.02	0.00	24,696.98	78.92%
101	51500	Election Commission	291,431.00	17,395.44	99,810.99	5,171.29	186,448.72	63.98%
101	51600	Register Of Deeds	367,121.00	25,954.78	108,907.31	14,653.78	243,559.91	66.34%
101	51720	Planning	216,560.00	15,464.44	65,874.85	1,566.26	149,118.89	68.86%
101	51750	Codes Compliance	59,911.00	4,289.72	13,744.69	0.00	46,166.31	77.06%
101	51760	Geographical Information Systems	90,666.00	4,261.30	16,990.73	1,002.72	72,672.55	80.15%
101	51810	Other Facilities	869,523.00	95,539.72	304,575.67	28,553.95	536,393.38	61.69%
101	51910	Preservation Of Records	20,744.00	1,327.46	5,175.36	1,263.16	14,305.48	68.96%
101	52100	Accounting And Budgeting	427,196.00	32,988.48	147,038.95	1,909.95	278,247.10	65.13%
101	52200	Purchasing	42,012.00	3,605.65	14,072.74	0.00	27,939.26	66.50%
101	52300	Property Assessor's Office	360,395.00	26,027.29	104,719.49	18,745.00	236,930.51	65.74%
101	52310	Reappraisal Program	154,125.00	4,457.18	19,607.00	6,868.64	127,649.36	82.82%
101	52400	County Trustee's Office	395,124.00	35,032.39	116,608.74	12,157.04	266,358.22	67.41%
101	52500	County Clerk's Office	688,077.00	46,784.15	209,825.35	19,139.22	459,112.43	66.72%
101	52600	Data Processing	121,156.00	14,591.68	36,608.39	13,013.68	71,533.93	59.04%
101	52900	Other Finance	322,945.00	28,522.85	108,494.90	19,496.28	194,953.82	60.37%
101	53100	Circuit Court	935,637.00	68,106.47	316,832.74	10,239.24	608,565.02	65.04%
101	53300	General Sessions Court	443,265.00	37,071.50	146,278.12	2,165.88	294,821.00	66.51%
101	53330	Drug Court	163,990.00	12,498.19	47,356.08	3,416.23	113,217.69	69.04%
101	53400	Chancery Court	392,723.00	27,702.02	141,138.18	4,870.73	246,714.09	62.82%
101	53500	Juvenile Court	317,468.00	23,384.81	99,646.46	1,613.28	216,208.26	68.10%
101	53920	Courtroom Security	871,840.00	66,209.00	255,814.87	4,872.47	611,152.66	70.10%
101	54110	Sheriff's Department	3,173,667.00	242,060.14	1,038,484.22	104,387.69	2,030,795.09	63.99%
101	54160	Administration Of The Sexual Offender Registry	4,500.00	202.50	876.17	301.00	3,322.83	73.84%
101	54210	Jail	4,581,274.00	383,646.24	1,422,856.59	535,842.41	2,622,575.00	57.25%
101	54220	Workhouse	80,447.00	3,386.40	13,503.95	0.00	66,943.05	83.21%
101	54250	Work Release Program	360,190.00	15,166.96	78,779.00	1,248.77	280,162.23	77.78%
101	54310	Fire Prevention And Control	220,000.00	82,500.00	110,000.00	0.00	110,000.00	50.00%
101	54410	Civil Defense	100,335.00	8,136.50	29,619.95	2,252.16	68,462.89	68.23%
101	54490	Other Emergency Management	189,133.00	47,283.25	94,566.50	0.00	94,566.50	50.00%

4,877.00

131,000.00

1,638.80

38,603.99

2,153.00

25,500.01

1,085.20

66,896.00 Return to Regular Calendar 22.25%

51.07%

669.95

15,443.33

GENERAL FUND (101)

Year Fnd Accnt Obj Gp Sub Loc Pgm

2019 101 99999 999 99 999 9999 999

From: 2019 101 50000 000 00 000 0000 000

Sel:

Thru:

EXPENDITURE REPORT

REPORT DATE: 10/31/2019

Page: 2 Date: 11/5/2019 Time: 10:36 am

		(ID	Revised	Month-to-Date	Year-to-Date	Engumbrance	Available	Avl Fnds
Fnd 101	Accour 54900	nt/Description	Budget	Expenditures 726.55	Expenditures 726.55	Encumbrances 16,698.73	Funds	%of Budg
101	55110	Other Public Safety	20,000.00 923,167.00	60,221.60	726.55 244,658.24	·	•	12.87%
101	55120	Local Health Center	150,000.00	25,000.00	62,500.00	11,755.00 0.00	666,753.76	72.22%
101		Rabies And Animal Control	•	•	0.00		87,500.00	58.33%
101	55140 55170	Nursing Home	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
101	55170 55180	Alcohol And Drug Programs	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
	55390	Children's Special Services	6,000.00	0.00	0.00	0.00	6,000.00	100.00%
101		Appropriation To State	109,233.00	0.00	0.00	0.00	109,233.00	100.00%
101	55520	Aid To Dependent Children	8,000.00	0.00		0.00	8,000.00	100.00%
101	55530	Child Support	0.00	0.00	0.00	0.00	0.00	0.00%
101	55590	Other Local Welfare Services	40,000.00	0.00	85.00	0.00	39,915.00	99.79%
101	55710	Sanitation Management	0.00	0.00	0.00	0.00	0.00	0.00%
101	55900	Other Public Health And Welfare	0.00	0.00	0.00	0.00	0.00	0.00%
101	56100	Adult Activities	11,600.00	0.00	0.00	0.00	11,600.00	100.00%
101	56300	Senior Citizens Assistance	6,500.00	0.00	0.00	0.00	6,500.00	100.00%
101	56500	Libraries	293,500.00	73,375.00	146,750.00	0.00	146,750.00	50.00%
101	56700	Parks And Fair Boards	291,909.00	24,354.82	96,860.61	8,265.30	186,783.09	63.99%
101	56900	Other Social, Cultural And Recreational	509,587.00	0.00	19,546.90	22,689.66	467,350.44	91.71%
101	57000	Agriculture & Natural Resource	0.00	0.00	0.00	0.00	0.00	0.00%
101	57100	Agricultural Extension Service	165,206.00	38,190.06	38,497.90	160,315.75	-33,607.65	-20.34%
101	57300	Forest Service	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
101	57500	Soil Conservation	50,787.00	4,054.98	16,179.83	0.00	34,607.17	68.14%
101	57800	Storm Water Management	30,960.00	438.75	2,746.25	10,062.00	18,151.75	58.63%
101	58110	Tourism	54,700.00	0.00	467.00	0.00	54,233.00	99.15%
101	58120	Industrial Development	741,000.00	50,500.00	50,500.00	0.00	690,500.00	93.18%
101	58210	Public Transportation	0.00	0.00	0.00	0.00	0.00	0.00%
101	58300	Veterans' Services	30,319.00	2,839.24	8,932.07	500.50	20,886.43	68.89%
101	58600	Employee Benefits	685,192.00	490.20	610,630.48	0.00	74,561.52	10.88%
101	58900	Miscellaneous	295,404.00	0.00	33,779.03	0.00	261,624.97	88.57%
101	73300	Community Services	6,000.00	5,000.00	5,000.00	0.00	1,000.00	16.67%
101	91110	General Administration Projects	115,426.00	0.00	7,316.67	0.00	108,109.33	93.66%
101	91120	Administration Of Justice Projects	0.00	0.00	0.00	0.00	0.00	0.00%
101	91130	Public Safety Projects	269,356.00	19,630.00	40,556.00	198,323.76	30,476.24	11.31%
101	91140	Public Health And Welfare Projects	25,204.00	0.00	0.00	0.00	25,204.00	100.00%
101	91150	Social, Cultural And Recreation Projects	75,650.00	0.00	33,600.00	25,500.00	16,550.00	21.88%
101	91190	Other General Government Proje	14,087.00	0.00	10,952.06	0.00	3,134.94 Return to Regular Calendar	22.25%

GENERAL FUND (101) EXPENDITURE REPORT

Year Fnd Accnt Obj Gp Sub Loc Pgm

2019 101 99999 999 99 999 9999 999

From: 2019 101 50000 000 00 000 0000 000

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Thru:

REPORT DATE: 10/31/2019

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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	38,333.34	76,404.74	0.00	-76,404.74	0.00%
	\$ 21,805,918.00	\$ 1,763,676.70	\$ 6,847,305.01	\$ 1,327,736.63	\$ 13,630,876.36	62.51%

HIGHWAY FUND (131)

EXPENDITURE REPORT REPORT DATE: 10/31/2019

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From:	2019	131	50000 000	00	000	0000	000	
Thru:	2019	131	99999 999	99	999	9999	999	

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Year Fnd Accnt Obj Gp Sub Loc Pgm

		Revised	Month-to-Date	Year-to-Date		Available	Avl Fnds
Fnd Accou	unt/Description	Budget	Expenditures	Expenditures	Encumbrances	Funds	%of Budg
131 61000	Administration	437,983.00	27,980.85	184,215.79	17,478.40	236,288.81	53.95%
131 62000	Highway And Bridge Maintenance	1,485,861.00	99,253.44	399,335.72	57,925.00	1,028,600.28	69.23%
131 63100	Operation And Maintenance Of Equipment	331,126.00	21,845.48	108,044.65	49,181.57	173,899.78	52.52%
131 66000	Employee Benefits	28,725.00	0.00	14,840.00	0.00	13,885.00	48.34%
131 68000	O Capital Outlay	894,000.00	156,590.37	169,505.37	244,326.00	480,168.63	53.71%
		\$ 3,177,695.00	\$ 305,670.14	\$ 875,941.53	\$ 368,910.97	\$ 1,932,842.50	60.83%

COMMISSION APPROVAL LISTING MONTHLY CHECKS

Fund: 101 General Fund #(101)

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11/5/2019

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ACCT OBJ NAME Check Nbr Description **Amount Paid DATE** Contracts With Private Agencies 2019-10-31 1010265878 100.00 51100 312 Smith, Jerry Allen 51100 599 Other Charges 2019-10-17 1010265769 51.50 Suntrust Bankcard, NA County Commission 51100 Total: 2 151.50 51300 Communication 2019-10-03 1010265679 76.94 307 Verizon Wireless 51300 307 Communication 2019-10-10 1010265686 40.90 Century Link/Business Services 51300 2019-10-17 1010265736 90.00 307 Communication AT&T 1010265889 77.07 51300 307 Communication 2019-10-31 Verizon Wireless 51300 351 Rentals 2019-10-24 1010265779 Canon Solutions America, Inc. 227.87 51300 2019-10-03 1010265618 38.07 355 Travel Brittain, William H 2019-10-31 1010265839 30.00 51300 355 Travel Brittain, William H 51300 Other Charges 2019-10-10 1010265689 172.46 599 Citizen Tribune 51300 599 Other Charges 2019-10-17 1010265744 **English Mountain Spring Water** 15.00 51300 599 Other Charges 2019-10-17 1010265746 43.60 Food City 51300 2019-10-17 1010265769 302.25 599 Other Charges Suntrust Bankcard, NA 51300 599 Other Charges 2019-10-17 1010265770 Suntrust Bankcard, NA 39.98 51300 Other Charges 2019-10-24 1010265787 127.52 599 East Hamblen County VFD 2019-10-24 1010265818 107.00 51300 599 Other Charges South Hamblen County VFD 1010265832 West Hamblen County VFD 51300 Other Charges 2019-10-24 875.59 599 51300 County Mayor/Executive Total: 15 2,264.25 51400 331 Legal Services 2019-10-24 1010265780 Capps, Cantwell, Capps & Byrd 2,057.50 Total: 1 2,057.50 51400 County Attorney 51500 Communication 2019-10-10 1010265686 3.72 307 Century Link/Business Services 20.59 51500 2019-10-17 1010265736 307 Communication AT&T 51500 2019-10-10 1010265683 117.42 351 Rentals Canon Solutions America. Inc 51500 435 Office Supplies 2019-10-17 1010265744 **English Mountain Spring Water** 5.00 51500 435 Office Supplies 2019-10-31 1010265848 Evans Office Supply Co 153.65 2019-10-31 1010265848 Evans Office Supply Co 51500 149.00 719 Office Equipment 51500 Election Commission Total: 6 449.38 51600 307 Communication 2019-10-10 1010265686 Century Link/Business Services 1.26 51600 355 Travel 2019-10-10 1010265729 **UT County Technical Assistance Service** 100.00 2019-10-10 1010265682 Business Information Systems 51600 709 Data Processing Equipment 1,297.35 51600 Register Of Deeds 3 Total: 1,398.61 51720 Communication 2019-10-03 1010265679 113.20 307 Verizon Wireless 51720 307 Communication 2019-10-10 1010265686 Century Link/Business Services 3.34 51720 307 Communication 2019-10-31 1010265889 Verizon Wireless 113.34 51720 1010265780 599.35 331 Legal Services 2019-10-24 Capps, Cantwell, Capps & Byrd 51720 338 Maintenance And Repair Services - Vehicles 2019-10-03 1010265672 Ultimate Shine 3 Minute Express Car Wash 15.00 51720 237.02 Maintenance And Repair Services - Vehicles 2019-10-10 1010265710 Morristown Chevrolet 338 Return to Regular Calendar

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Fund: 101 General Fund #(101)

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ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51720	351	Rentals	2019-10-10	1010265683	Canon Solutions America, Inc	98.75
51720	425	Gasoline	2019-10-17	1010265748	Fuelman	88.86
51720	435	Office Supplies	2019-10-03	1010265610	Acme Printing Company, Inc	125.00
51720	435	Office Supplies	2019-10-31	1010265848	Evans Office Supply Co	36.64
51720		Planning			Total: 10	1,430.50
						·
51750	331	Legal Services	2019-10-24	1010265780	Capps, Cantwell, Capps & Byrd	315.00
51750	435	Office Supplies	2019-10-24	1010265807	Morristown Signs, Inc	110.00
51750		Codes Compliance			Total: 2	425.00
51810	307	Communication	2019-10-03	1010265679	Verizon Wireless	295.38
51810	307	Communication	2019-10-17	1010265736	AT&T	919.79
51810	307	Communication	2019-10-31	1010265889	Verizon Wireless	295.80
51810	334	Maintenance Agreements	2019-10-03	1010265670	Trane Co	18,433.87
51810	334	Maintenance Agreements	2019-10-03	1010265674	United Elevator Services LLC	1,921.41
51810	334	Maintenance Agreements	2019-10-10	1010265705	Johnson Controls Fire Protection LP	3,888.11
51810	334	Maintenance Agreements	2019-10-10	1010265712		78.00
51810	334	Maintenance Agreements	2019-10-10	1010265725	TN Dept Of Labor & Workforce Development	120.00
51810	335	Maintenance And Repair Service - Buildings	2019-10-03	1010265621	City Electric Supply	380.11
51810	335	Maintenance And Repair Service - Buildings	2019-10-03	1010265647	Lowe's	35.24
51810	335	Maintenance And Repair Service - Buildings	2019-10-03	1010265680	Wholesale Supply Group	185.06
51810	335	Maintenance And Repair Service - Buildings	2019-10-17	1010265760	Town & Country Lock & Key	143.00
51810	335	Maintenance And Repair Service - Buildings	2019-10-31	1010265856	Home Depot Credit Services	589.00
51810	335	Maintenance And Repair Service - Buildings	2019-10-31	1010265871	Morristown Tree Service	250.00
51810	336	Maintenance And Repair Services - Equipment	2019-10-03	1010265657	NAPA Auto Parts Of Morristown	62.70
51810	336	Maintenance And Repair Services - Equipment	2019-10-31	1010265875	Porter's Tire Store	87.40
51810	338	Maintenance And Repair Services - Vehicles	2019-10-03	1010265659	Porter's Tire Store	45.99
51810	338	Maintenance And Repair Services - Vehicles	2019-10-03	1010265672	Ultimate Shine 3 Minute Express Car Wash	60.00
51810	338	Maintenance And Repair Services - Vehicles	2019-10-31	1010265875	Porter's Tire Store	201.92
51810	399	Other Contracted Services	2019-10-17	1010265744	English Mountain Spring Water	38.00
51810	410	Custodial Supplies	2019-10-03	1010265643	Kelsan Inc	99.36
51810	410	Custodial Supplies	2019-10-03	1010265673	Unifirst	135.58
51810	410	Custodial Supplies	2019-10-31	1010265863	Kelsan Inc	3,290.98
51810	410	Custodial Supplies	2019-10-31	1010265886	Unifirst	134.72
51810	415	Electricity	2019-10-31		Morristown Utilities	36,444.00
51810	425	Gasoline	2019-10-17	1010265748	Fuelman	293.25
51810	434	Natural Gas	2019-10-17	1010265737	Atmos Energy	963.99
51810	451	Uniforms	2019-10-03	1010265673	Unifirst	234.28
51810	451	Uniforms	2019-10-31	1010265886	Unifirst	243.88
51810		Other Facilities			Total: 29	69,870.82
51910	351	Rentals	2019-10-10	1010265683	Canon Solutions America, Inc	117.42

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ACCT	OBJ	NAME	DATE	Check Nbr	Description		Amount Paid
51910		Preservation Of Records			Total:	1	117.42
52100	435	Office Supplies	2019-10-17	1010265770	Suntrust Bankcard, NA		139.55
52100	435	Office Supplies	2019-10-31	1010265848	Evans Office Supply Co		245.23
52100	524	In Service/Staff Development	2019-10-17	1010265753	Morristown Area Chamber Of Commerce		15.00
52100	524	In Service/Staff Development	2019-10-17	1010265770	Suntrust Bankcard, NA		110.00
52100	524	In Service/Staff Development	2019-10-30	1010265833	East Tennessee Chapter of AGA		285.00
52100		Accounting And Budgeting			Total:	5	794.78
52200	302	Advertising	2019-10-10	1010265689	Citizen Tribune		346.85
52200		Purchasing			Total:	1	346.85
52300	307	Communication	2019-10-10	1010265686	Century Link/Business Services		2.50
52300	338	Maintenance And Repair Services - Vehicles	2019-10-03	1010265672	Ultimate Shine 3 Minute Express Car Was	sh	30.00
52300	355	Travel	2019-10-24	1010265817	Singer, Ashley A.		47.00
52300	425	Gasoline	2019-10-17	1010265748	Fuelman		49.71
52300	435	Office Supplies	2019-10-17	1010265744	English Mountain Spring Water		30.00
52300		Property Assessor's Office				5	159.21
52310	351	Rentals	2019-10-24	1010265779	Canon Solutions America, Inc		108.58
52310		Reappraisal Program			Total:	1	108.58
52400	307	Communication	2019-10-10	1010265686	Century Link/Business Services		0.04
52400	320	Dues And Memberships	2019-10-03	1010265624	County Officials Association		698.00
52400	334	Maintenance Agreements	2019-10-10	1010265718	Sturgis Web Services		900.00
52400	334	Maintenance Agreements	2019-10-24	1010265803	Loomis Armored US, LLC		3,646.07
52400	334	Maintenance Agreements	2019-10-31	1010265867	Loomis Armored US, LLC		570.65
52400	348	Postal Charges	2019-10-03	1010265675	United States Postal Service		53.00
52400	348	Postal Charges	2019-10-10	1010265715	Presto Services, Inc		6,480.00
52400	351	Rentals	2019-10-10	1010265683	Canon Solutions America, Inc		117.42
52400	435	Office Supplies	2019-10-17	1010265744	English Mountain Spring Water		18.00
52400	435	Office Supplies	2019-10-31	1010265848	Evans Office Supply Co		67.80
52400		County Trustee's Office			Total:	10	12,550.98
52500	307	Communication	2019-10-03	1010265679	Verizon Wireless		98.98
52500	307	Communication	2019-10-10	1010265686	Century Link/Business Services		8.00
52500	307	Communication	2019-10-17	1010265736	AT&T		41.18
52500	307	Communication	2019-10-31	1010265889	Verizon Wireless		99.89
52500	320	Dues And Memberships	2019-10-03	1010265678	UT County Technical Assistance Service		200.00
52500	320	Dues And Memberships	2019-10-17	1010265762	UT County Technical Assistance Service		200.00
52500	351	Rentals	2019-10-10	1010265683	Canon Solutions America, Inc		147.75
52500	355	Travel	2019-10-03	1010265623	Conway, Sharon L		75.12
52500	435	Office Supplies	2019-10-17	1010265740	Business Information Systems	Return to Regular Calenda	447.98

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ACCT OBJ NAME Check Nbr Description **Amount Paid DATE** Office Supplies 2019-10-17 52500 1010265744 33.00 435 **English Mountain Spring Water** 1010265848 Evans Office Supply Co 52500 435 Office Supplies 2019-10-31 413.28 County Clerk's Office 52500 1,765.18 Total: 11 52600 Communication 2019-10-31 1010265889 48.50 307 Verizon Wireless **Contracts With Private Agencies** 52600 2019-10-17 1010265747 167.75 312 Foothills Netcom, Inc. 52600 **Contracts With Private Agencies** 2019-10-17 1010265755 291.90 312 MUS Fibernet 1010265755 464.80 52600 317 Data Processing Services 2019-10-17 **MUS Fibernet** 52600 317 **Data Processing Services** 2019-10-24 1010265824 Tucker, Robert 69.99 52600 Travel 2019-10-17 1010265748 3.96 355 Fuelman 1010265698 40.00 52600 411 Data Processing Supplies 2019-10-10 First Impression Printing 52600 709 **Data Processing Equipment** 2019-10-03 1010265621 18.16 City Electric Supply 52600 709 **Data Processing Equipment** 2019-10-03 1010265626 Dell Marketing LP 7,443.56 52600 709 **Data Processing Equipment** 2019-10-03 1010265641 Home Depot Credit Services 143.25 52600 **Data Processing Equipment** 2019-10-03 1010265647 52.56 709 Lowe's 52600 709 **Data Processing Equipment** 2019-10-17 1010265742 CDW Government, Inc 290.22 52600 709 **Data Processing Equipment** 2019-10-31 1010265889 262.43 Verizon Wireless 52600 Total: 13 9.297.08 Data Processing 52900 Communication 2019-10-10 1010265686 2.12 307 Century Link/Business Services 52900 307 2019-10-17 1010265736 454.90 Communication AT&T 52900 317 **Data Processing Services** 2019-10-03 1010265655 MUS Fibernet 114.45 52900 330 Operating Lease Payments 2019-10-31 1010265876 2,100.00 Sawyer, Mark Maintenance And Repair Service - Buildings 1010265631 27.00 52900 335 2019-10-03 Fish Window Cleaning 52900 1010265849 27.00 335 Maintenance And Repair Service - Buildings 2019-10-31 Fish Window Cleaning 1010265721 52900 351 Rentals 2019-10-10 19.00 Thermocopy Of Tennessee 52900 351 Rentals 2019-10-10 1010265732 Waste Industries/102 Tidiwaste 49.97 52900 Rentals 2019-10-24 1010265823 63.81 351 Thermocopy Of Tennessee 1010265653 675.00 52900 415 Electricity 2019-10-03 Morristown Utilities 52900 435 Office Supplies 2019-10-17 1010265744 18.00 **English Mountain Spring Water** 52900 435 Office Supplies 2019-10-31 1010265848 Evans Office Supply Co 498.16 52900 Other Finance Total: 12 4,049.41 53100 194 Jury And Witness Expense 2019-10-24 1010265785 Davy Crockett Restaurant 191.51 53100 307 Communication 2019-10-03 1010265679 Verizon Wireless 61.60 1010265686 13.52 53100 307 Communication 2019-10-10 Century Link/Business Services 53100 307 Communication 2019-10-17 1010265736 41.18 AT&T Communication 53100 2019-10-31 1010265889 61.67 307 Verizon Wireless 1010265782 64.07 53100 332 Legal Notices, Recording And Court Costs 2019-10-24 Citizen Tribune 53100 1010265816 13.56 349 Printing, Stationery And Forms 2019-10-24 Shred-It 53100 351 Rentals 2019-10-10 1010265683 Canon Solutions America, Inc 457.95 53100 435 Office Supplies 2019-10-31 1010265848 Evans Office Supply Co 518.57

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ACCT OBJ NAME Check Nbr Description **Amount Paid DATE** 53100 Circuit Court Total: 9 1,423.63 53300 307 Communication 2019-10-10 1010265686 Century Link/Business Services 3.65 53300 1010265736 20.59 307 Communication 2019-10-17 AT&T 60.00 53300 **Dues And Memberships** 2019-10-31 1010265879 320 Snider, Janice 53300 320 **Dues And Memberships** 2019-10-31 1010265883 125.00 TN Council Of Juvenile And Family Court Judges 53300 2019-10-24 1010265779 84.70 351 Rentals Canon Solutions America. Inc 1010265770 450.36 53300 355 Travel 2019-10-17 Suntrust Bankcard, NA 53300 355 Travel 2019-10-31 1010265879 Snider, Janice 60.16 53300 Office Supplies 2019-10-17 1010265744 49.00 435 **English Mountain Spring Water** Office Supplies 1010265752 733.99 53300 435 2019-10-17 LexisNexis/Matthew Bender & Co 53300 In Service/Staff Development 2019-10-03 1010265661 Sevier County Juvenile CLE Program 100.00 524 General Sessions Court 53300 Total: 10 1,687.45 53330 307 Communication 2019-10-03 1010265679 Verizon Wireless 208.27 53330 Communication 2019-10-17 1010265736 41.18 307 AT&T 53330 1010265889 206.68 307 Communication 2019-10-31 Verizon Wireless 53330 322 **Evaluation And Testing** 2019-10-10 1010265709 19.77 Medtox Laboratories Inc 1010265683 117.42 53330 2019-10-10 351 Rentals Canon Solutions America, Inc. 53330 355 Travel 2019-10-17 1010265770 Suntrust Bankcard, NA 356.40 53330 Travel 2019-10-24 1010265790 46.50 355 Edwards. Kristi D 53330 355 Travel 2019-10-31 1010265868 McCarter, Lori 200.00 53330 425 Gasoline 2019-10-17 1010265748 43.73 Fuelman 53330 2019-10-17 1010265744 English Mountain Spring Water 435 Office Supplies 13.00 53330 Drug Court Total: 10 1.252.95 53400 307 Communication 2019-10-10 1010265686 Century Link/Business Services 6.63 53400 307 Communication 2019-10-17 1010265736 AT&T 20.59 53400 349 Printing, Stationery And Forms 2019-10-17 1010265752 LexisNexis/Matthew Bender & Co 53.36 1010265683 147.75 53400 Rentals 2019-10-10 351 Canon Solutions America. Inc Office Supplies 2019-10-03 1010265646 357.04 53400 435 LexisNexis/Matthew Bender & Co 53400 Office Supplies 2019-10-17 1010265744 13.00 435 **English Mountain Spring Water** 53400 Office Supplies 2019-10-17 1010265756 54.48 435 Schwaab Inc 53400 435 Office Supplies 2019-10-31 1010265848 Evans Office Supply Co 0.00 53400 524 In Service/Staff Development 2019-10-03 1010265678 **UT County Technical Assistance Service** 300.00 53400 In Service/Staff Development 2019-10-17 1010265741 12.00 524 Carev. Teresa H 53400 964.85 Chancery Court Total: 10 53500 Communication 2019-10-03 1010265679 43.37 307 Verizon Wireless 53500 307 Communication 2019-10-10 1010265686 Century Link/Business Services 2.83 53500 307 Communication 2019-10-31 1010265889 Verizon Wireless 43.43 53500 322 2019-10-03 1010265622 848.00 **Evaluation And Testing** Community Rehabilitation Agencies of TN 53500 351 Rentals 2019-10-10 1010265683 117.42 Canon Solutions America, Inc. Return to Regular Calendar

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ACCT OBJ NAME Check Nbr Description **Amount Paid DATE** 53500 Travel 2019-10-10 1010265693 768.00 355 Edgewater Hotel **Food Supplies** 53500 422 2019-10-17 1010265744 **English Mountain Spring Water** 13.50 Gasoline 53500 425 2019-10-17 1010265748 Fuelman 43.50 53500 435 Office Supplies 2019-10-24 1010265773 Acme Printing Company, Inc. 85.00 53500 524 In Service/Staff Development 2019-10-17 1010265745 1,400.00 ETHRA Smoky Mountain Criminal Justice Confere 1010265792 Fox, Jason 53500 524 In Service/Staff Development 2019-10-24 45.00 53500 Juvenile Court Total: 11 3,410.05 53920 355 Travel 2019-10-17 1010265771 Suntrust Bankcard, NA 186.90 53920 Travel 2019-10-24 1010265786 84.00 355 Dolan, Jennifer Jolynn 53920 1010265797 84.00 355 Travel 2019-10-24 Harris, Todd J 53920 355 Travel 2019-10-31 1010265851 335.50 Haag, Steven Earl 53920 451 Uniforms 2019-10-17 1010265743 Elliott Boots 200.00 53920 451 Uniforms 2019-10-24 1010265794 220.00 Gall's Inc 53920 Uniforms 2019-10-24 1010265820 323.59 451 Summit Uniform Solutions, Inc. 53920 451 Uniforms 2019-10-31 1010265846 Elliott Boots 100.00 53920 Uniforms 2019-10-31 1010265882 183.87 451 Summit Uniform Solutions, Inc. 53920 2019-10-17 1010265770 251.52 716 Law Enforcement Equipment Suntrust Bankcard, NA 1010265838 Axon Enterprise, Inc. 53920 Law Enforcement Equipment 2019-10-31 3,862.00 716 53920 Courtroom Security Total: 11 5,831.38 54110 307 Communication 2019-10-10 1010265686 Century Link/Business Services 62.23 54110 307 Communication 2019-10-10 1010265730 1,700.00 Verizon Wireless 2019-10-17 1010265736 102.95 54110 307 Communication AT&T 1010265828 1.820.81 54110 307 Communication 2019-10-24 Verizon Wireless 1010265628 54110 338 Maintenance And Repair Services - Vehicles 2019-10-03 60.94 Drinnon, Kenny 54110 338 Maintenance And Repair Services - Vehicles 2019-10-03 1010265652 Morristown Ford 115.00 54110 338 Maintenance And Repair Services - Vehicles 2019-10-03 1010265672 225.00 Ultimate Shine 3 Minute Express Car Wash 1010265696 54110 338 Maintenance And Repair Services - Vehicles 2019-10-10 Farris Jeep Ram Chrysler Dodge 2.256.03 54110 338 Maintenance And Repair Services - Vehicles 2019-10-10 1010265719 587.71 Synergy Auto Wash 1010265697 54110 348 **Postal Charges** 2019-10-10 77.20 Federal Express Printing, Stationery And Forms 68.00 54110 349 2019-10-17 1010265733 Acme Printing Company, Inc. 54110 Rentals 2019-10-03 1010265664 65.00 351 T.E.G. Enterprises 1010265683 173.21 54110 Rentals 2019-10-10 351 Canon Solutions America, Inc. 54110 351 Rentals 2019-10-17 1010265758 T.E.G. Enterprises 65.00 54110 353 **Towing Services** 2019-10-03 1010265667 50.00 Tipton, Ronald 1010265771 206.80 54110 355 Travel 2019-10-17 Suntrust Bankcard, NA 54110 355 Travel 2019-10-17 1010265772 188.62 Suntrust Bankcard, NA 21.27 54110 Travel 2019-10-24 1010265797 355 Harris, Todd J 54110 355 Travel 2019-10-31 1010265843 152.50 Cribley, David M 54110 355 Travel 2019-10-31 1010265844 308.00 Davis, Donald R 54110 355 Travel 2019-10-31 1010265855 Harvey, John Phillip 308.00 54110 355 Travel 2019-10-31 1010265858 152.50 Horner, Dewey Edward Return to Regular Calendar

Fund: 101 General Fund #(101)

Contracts With Government Agencies

54160

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ACCT	OBJ	NAME	DATE _	Check Nbr	Description	Amount Paid
54110	355	Travel	2019-10-31	1010265862	Jordan, Dustin	308.00
54110	355	Travel	2019-10-31	1010265881	Standifer, Jimmy	308.00
54110	399	Other Contracted Services	2019-10-10	1010265727	Transunion Risk & Alternative	50.00
54110	399	Other Contracted Services	2019-10-24	1010265812	Murrell Burglar Alarm Co Inc	29.00
54110	425	Gasoline	2019-10-24	1010265793	Fuelman	8,905.02
54110	425	Gasoline	2019-10-24	1010265800	Jarnagin, Esco Ray	40.59
54110	431	Law Enforcement Supplies	2019-10-03	1010265644	Law Enforcement Systems, Inc	306.00
54110	431	Law Enforcement Supplies	2019-10-17	1010265759	TN Department Of General Services	300.00
54110	431	Law Enforcement Supplies	2019-10-17	1010265770	Suntrust Bankcard, NA	47.09
54110	433	Lubricants	2019-10-10	1010265696	Farris Jeep Ram Chrysler Dodge	344.95
54110	435	Office Supplies	2019-10-17	1010265770	Suntrust Bankcard, NA	19.89
54110	435	Office Supplies	2019-10-17	1010265772	Suntrust Bankcard, NA	259.99
54110	435	Office Supplies	2019-10-24	1010265830	Walmart Community BRC	42.70
54110	435	Office Supplies	2019-10-31	1010265848	Evans Office Supply Co	1,172.67
54110	450	Tires And Tubes	2019-10-03	1010265659	Porter's Tire Store	15.95
54110	450	Tires And Tubes	2019-10-31	1010265875	Porter's Tire Store	31.90
54110	451	Uniforms	2019-10-10	1010265699	Gall's Inc	45.00
54110	451	Uniforms	2019-10-24	1010265794	Gall's Inc	90.00
54110	451	Uniforms	2019-10-24	1010265820	Summit Uniform Solutions, Inc.	547.87
54110	499	Other Supplies And Materials	2019-10-17	1010265770	Suntrust Bankcard, NA	29.09
54110	499	Other Supplies And Materials	2019-10-17	1010265771	Suntrust Bankcard, NA	741.20
54110	499	Other Supplies And Materials	2019-10-17	1010265772	Suntrust Bankcard, NA	210.32
54110	499	Other Supplies And Materials	2019-10-24	1010265830	Walmart Community BRC	37.80
54110	524	In Service/Staff Development	2019-10-03	1010265645	Legal and Liability Risk Management Institute	295.00
54110	524	In Service/Staff Development	2019-10-10	1010265694	ETHRA Smoky Mountain Criminal Justice Confere	350.00
54110	524	In Service/Staff Development	2019-10-10	1010265726	TN Law Enforcement Training Officers Association	300.00
54110	599	Other Charges	2019-10-03	1010265634	Hamblen County Boat Dock, Inc	100.00
54110	599	Other Charges	2019-10-03	1010265635	Hamblen County Clerk	145.00
54110	599	Other Charges	2019-10-03	1010265637	Hammond, Deborah C	10.00
54110	599	Other Charges	2019-10-03	1010265662	Shred-It	20.34
54110	599	Other Charges	2019-10-10	1010265702	Hamblen County Clerk	17.50
54110	599	Other Charges	2019-10-17	1010265744	English Mountain Spring Water	25.00
54110	599	Other Charges	2019-10-24	1010265796	Hamblen County Clerk	29.00
54110	599	Other Charges	2019-10-24	1010265815	Serendipity Stitches & More	50.00
54110	599	Other Charges	2019-10-31	1010265853	Hamblen County Boat Dock, Inc	100.00
54110	599	Other Charges	2019-10-31	1010265877	Shred-It	20.34
54110	716	Law Enforcement Equipment	2019-10-17	1010265770	Suntrust Bankcard, NA	230.67
54110	716	Law Enforcement Equipment	2019-10-24	1010265777	Axon Enterprise, Inc.	1,002.70
54110	716	Law Enforcement Equipment	2019-10-24	1010265794	Gall's Inc	1,134.55
54110	716	Law Enforcement Equipment	2019-10-31	1010265838	Axon Enterprise, Inc.	380.00
54110		Sheriff's Department			Total: 62	26,859.90

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ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
54160	355	Travel	2019-10-31	1010265888	Vaughn, Teri Beth	152.50
54160		Administration Of The Sexual Offender Registry				
		•				
54210	322	Evaluation And Testing	2019-10-03	1010265619	Charlton S. Stanley	500.00
54210	334	Maintenance Agreements	2019-10-10	1010265717	South Western Comm, Inc	4,780.00
54210	335	Maintenance And Repair Service - Buildings	2019-10-03	1010265621	City Electric Supply	435.64
54210	335	Maintenance And Repair Service - Buildings	2019-10-03	1010265630	Fenco Supply Co	101.73
54210	335	Maintenance And Repair Service - Buildings	2019-10-03	1010265647	Lowe's	366.59
54210	335	Maintenance And Repair Service - Buildings	2019-10-03	1010265664	T.E.G. Enterprises	170.00
54210	335	Maintenance And Repair Service - Buildings	2019-10-10	1010265681	American Detention	915.00
54210	335	Maintenance And Repair Service - Buildings	2019-10-10	1010265722	TMS - Marlin	238.95
54210	335	Maintenance And Repair Service - Buildings	2019-10-17	1010265758	T.E.G. Enterprises	170.00
54210	335	Maintenance And Repair Service - Buildings	2019-10-17	1010265760	Town & Country Lock & Key	199.50
54210	335	Maintenance And Repair Service - Buildings	2019-10-31	1010265860	Johns-Heck Plumbing Company	5,770.37
54210	335	Maintenance And Repair Service - Buildings	2019-10-31	1010265890	Wholesale Supply Group	121.93
54210	336	Maintenance And Repair Services - Equipment	2019-10-17	1010265761	Trane Co	654.50
54210	336	Maintenance And Repair Services - Equipment	2019-10-17	1010265763	Valley Proteins, Inc	225.00
54210	336	Maintenance And Repair Services - Equipment	2019-10-24	1010265814	REM Company Inc.	265.00
54210	336	Maintenance And Repair Services - Equipment	2019-10-31	1010265866	Large Equipment Inc	209.41
54210	340	Medical And Dental Services	2019-10-24	1010265775	American Esoteric Laboratories	367.30
54210	340	Medical And Dental Services	2019-10-24	1010265781	Cherokee Health Systems	609.70
54210	340	Medical And Dental Services	2019-10-24	1010265784	Creazzo, Jr. DPM, Joseph	1,780.00
54210	340	Medical And Dental Services	2019-10-24	1010265788	East Tennessee Pathology Pplc	558.00
54210	340	Medical And Dental Services	2019-10-24	1010265789	East TN Spine & Orthopaedic Specialists	780.86
54210	340	Medical And Dental Services	2019-10-24	1010265791	Emergency Coverage Corporation	11,977.00
54210	340	Medical And Dental Services	2019-10-24	1010265795	Genesis Heart & Vascular Associates	125.00
54210	340	Medical And Dental Services	2019-10-24	1010265798	Horner, John C, MD	34.00
54210	340	Medical And Dental Services	2019-10-24	1010265799	Hyde Eyecare Associates	85.00
54210	340	Medical And Dental Services	2019-10-24	1010265804	Mejia, Ernesto, MD	326.00
54210	340	Medical And Dental Services	2019-10-24	1010265805	Mobile Images Acquisition LLC	3,300.00
54210	340	Medical And Dental Services	2019-10-24	1010265806	Morristown Heart, PLLC	634.00
54210	340	Medical And Dental Services	2019-10-24	1010265809	Morristown-Hamblen EMS	1,120.77
54210	340	Medical And Dental Services	2019-10-24	1010265810	Morristown-Hamblen Hospital	19,992.82
54210	340	Medical And Dental Services	2019-10-24	1010265813	Nickloes, Todd, DO	179.00
54210	340	Medical And Dental Services	2019-10-24	1010265825	University General Surgeons, PC	510.00
54210	340	Medical And Dental Services	2019-10-24	1010265826	University Of TN Medical Center	401.50
54210	340	Medical And Dental Services	2019-10-24	1010265827	University Radiology	1,425.20
54210	340	Medical And Dental Services	2019-10-24	1010265829	Volunteer Radiation Oncology Group PC	603.00
54210	340	Medical And Dental Services	2019-10-24	1010265831	Wellmont Cardiology Services	185.00
54210	340	Medical And Dental Services	2019-10-31	1010265845	Dr. Eric Carlson, MD, PC	1,790.00
54210	340	Medical And Dental Services	2019-10-31	1010265850	Fort Sanders Perinatal Center	2,375.00
54210	340	Medical And Dental Services	2019-10-31	1010265880	Southern Health Partners	53,888.75
54210	351	Rentals	2019-10-10	1010265683	Canon Solutions America, Inc	147.75
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54210	355	Travel	2019-10-17	1010265772	Suntrust Bankcard, NA			-91.48
54210	410	Custodial Supplies	2019-10-03	1010265620	Chem Clean Systems LLC			1,644.74
54210	410	Custodial Supplies	2019-10-03	1010265643	Kelsan Inc			3,528.40
54210	410	Custodial Supplies	2019-10-10	1010265688	Chem Clean Systems LLC			684.90
54210	410	Custodial Supplies	2019-10-10	1010265732	Waste Industries/102 Tidiwaste			632.09
54210	410	Custodial Supplies	2019-10-31	1010265856	Home Depot Credit Services			116.10
54210	410	Custodial Supplies	2019-10-31	1010265863	Kelsan Inc			3,599.92
54210	422	Food Supplies	2019-10-10	1010265728	Trinity Services Group, Inc.			34,935.82
54210	599	Other Charges	2019-10-10	1010265716	Shred-It			20.34
54210	710	Food Service Equipment	2019-10-03	1010265617	Bob Barker Company, Inc			201.64
54210	710	Food Service Equipment	2019-10-03	1010265642	Katom			329.96
54210	716	Law Enforcement Equipment	2019-10-10	1010265684	Cartwright Communication Inc			477.02
54210	716	Law Enforcement Equipment	2019-10-17	1010265757	Sports Page Screen Printing			762.00
54210	716	Law Enforcement Equipment	2019-10-31	1010265869	Med Express, Inc			980.90
54210	790	Other Equipment	2019-10-03	1010265617	Bob Barker Company, Inc			1,945.50
54210		Jail				Total:	55	168,087.12
54250	307	Communication	2019-10-10	1010265686	Century Link/Business Services			5.90
54250	307	Communication	2019-10-31	1010265889	Verizon Wireless			164.75
54250	338	Maintenance And Repair Services - Vehicles	2019-10-03	1010265659	Porter's Tire Store			183.35
54250	349	Printing, Stationery And Forms	2019-10-10	1010265698	First Impression Printing			100.00
54250	399	Other Contracted Services	2019-10-24	1010265819	Stepping Out Ministries			330.00
54250	425	Gasoline	2019-10-17	1010265748	Fuelman			150.07
54250	499	Other Supplies And Materials	2019-10-31	1010265848				61.39
54250		Work Release Program				Total:	7	995.46
54310	316	Contributions	2019-10-17	1010265764	East Hamblen County VFD			27,500.00
54310	316	Contributions	2019-10-17	1010265767	South Hamblen County VFD			27,500.00
54310	316	Contributions	2019-10-17	1010265768				27,500.00
54310		Fire Prevention And Control			•	Total:	3	82,500.00
E4440	007	Communication	2010 10 02	1010265616	Dall Obaia E			FG 00
54410 54410	307	Communication Evaluation And Testing	2019-10-03 2019-10-24	1010265616 1010265792	Bell, Chris E			56.00 35.00
	322	Evaluation And Testing Evaluation And Testing			Fox, Jason			
54410	322	<u> </u>	2019-10-24	1010265821 1010265628	Suntrust Bankcard, NA			29.00
54410	338	Maintenance And Repair Services - Vehicles	2019-10-03		Drinnon, Kenny			124.00
54410	338	Maintenance And Repair Services - Vehicles	2019-10-03	1010265657	NAPA Auto Parts Of Morristown			151.96
54410	338	Maintenance And Repair Services - Vehicles	2019-10-10	1010265695	Express Lane Oil			61.70
54410 54410	338	Maintenance And Repair Services - Vehicles	2019-10-10	1010265714	Porter's Tire Store			45.95 56.00
54410 54410	355	Travel	2019-10-24	1010265778	Bell, Chris E			56.00
54410	425	Gasoline Office Supplies	2019-10-17	1010265748	Fuelman			378.89
54410 54410	435	Office Supplies	2019-10-31	1010265848	Evans Office Supply Co			169.00
54410 54410	599	Other Charges	2019-10-03	1010265657	NAPA Auto Parts Of Morristown			473.90
54410	599	Other Charges	2019-10-17	1010265746	Food City		Return to Regular Calendar	20.94

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Fund: 101 General Fund #(101) Time: 10:39:18AM ACCT OBJ NAME Check Nbr Description **Amount Paid DATE** Other Charges 2019-10-24 54410 1010265821 58.88 599 Suntrust Bankcard, NA 54410 599 Other Charges 2019-10-31 1010265889 Verizon Wireless 68.00 Civil Defense 1,729.22 54410 Total: 14 54490 2019-10-03 Contributions 1010265636 Hamblen County E.C.D. / 911 47,283.25 316 54490 Other Emergency Management Total: 1 47,283.25 54510 322 **Evaluation And Testing** 2019-10-10 1010265703 IPMA-HR 347.00 Inspection And Regulation 54510 Total: 1 347.00 1010265627 2019-10-03 Dockery-Senter Funeral Home Inc. 54610 312 Contracts With Private Agencies 1,000.00 2019-10-03 1010265632 160.00 54610 312 Contracts With Private Agencies Giles. Todd E 312 Contracts With Private Agencies 2019-10-03 1010265640 280.00 54610 Holt, Jeffrey E. 54610 312 Contracts With Private Agencies 2019-10-03 1010265658 Peoples, Jimmy W 80.00 54610 312 **Contracts With Private Agencies** 2019-10-03 1010265665 520.00 Thompson, Claude, JR 1010265666 2.083.33 54610 312 Contracts With Private Agencies 2019-10-03 Thompson, Tom C, MD 54610 312 Contracts With Private Agencies 2019-10-10 1010265708 9.250.00 **Knox County Medical Examiner** 320.00 54610 312 **Contracts With Private Agencies** 2019-10-17 1010265738 Axis Forensic Toxicology, Inc. 54610 312 Contracts With Private Agencies 2019-10-17 1010265754 Morristown-Hamblen EMS 50.00 Contracts With Private Agencies 2019-10-24 1010265774 250.00 54610 312 Allen Funeral Home Inc 54610 312 Contracts With Private Agencies 2019-10-24 1010265776 Axis Forensic Toxicology, Inc. 640.00 54610 312 **Contracts With Private Agencies** 2019-10-31 1010265857 60.00 Horn, Lindsey E 54610 399 2019-10-03 1010265625 750.00 Other Contracted Services Davis, Eddie County Coroner/Medical Examiner 54610 Total: 13 15.443.33 54900 2019-10-24 1010265811 Municipal Emergency Services 790 Other Equipment 726.55 Other Public Safety 54900 Total: 1 726.55 55110 2019-10-03 100.00 309 **Contracts With Government Agencies** 1010265629 **English Mountain Coffee** 55110 309 **Contracts With Government Agencies** 2019-10-03 1010265660 1,950.00 Roberts Cleaning Company 55110 309 **Contracts With Government Agencies** 2019-10-10 1010265683 18.58 Canon Solutions America, Inc. 55110 309 Contracts With Government Agencies 2019-10-10 1010265686 Century Link/Business Services 49.76 55110 309 Contracts With Government Agencies 2019-10-17 1010265736 AT&T 311.44 55110 1010265737 73.25 309 **Contracts With Government Agencies** 2019-10-17 Atmos Energy 55110 309 **Contracts With Government Agencies** 2019-10-17 1010265739 Briscall Electric Inc 185.00 55110 **Contracts With Government Agencies** 2019-10-17 1010265755 12.00 309 MUS Fibernet 1010265808 1.855.00 55110 309 **Contracts With Government Agencies** 2019-10-24 Morristown Utilities 55110 309 **Contracts With Government Agencies** 2019-10-24 1010265830 338.04 Walmart Community BRC 55110 309 **Contracts With Government Agencies** 2019-10-31 1010265847 **English Mountain Coffee** 130.00 55110 309 **Contracts With Government Agencies** 2019-10-31 1010265848 Evans Office Supply Co 54.99 55110 2019-10-03 1010265612 44.18 355 Travel Aguilar, Caroline M 72.85 55110 355 Travel 2019-10-03 1010265615 Becerra, Michele L

1010265648

Mathes, Aliana A.

2019-10-03

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Travel

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ACCT OBJ NAME Check Nbr Description **Amount Paid DATE** 2019-10-03 1010265650 75.20 55110 355 Travel Miller, Myra G. 55110 355 Travel 2019-10-03 1010265651 38.54 Miner, Ashley L 55110 355 Travel 2019-10-03 1010265656 Myers, Sharon 43.24 55110 355 Travel 2019-10-03 1010265663 Smith. Kim 74.26 55110 399 Other Contracted Services 2019-10-10 1010265689 1,733.00 Citizen Tribune 1010265751 Lakeway Printers 55110 399 Other Contracted Services 2019-10-17 240.00 55110 Local Health Center Total: 21 7,437.87 55120 316 Contributions 2019-10-03 1010265654 Morristown-Hamblen Humane Soc 12,500.00 55120 Contributions 2019-10-31 1010265873 Morristown-Hamblen Humane Soc 12,500.00 316 55120 Rabies And Animal Control Total: 2 25.000.00 56500 Contributions 2019-10-17 1010265766 Morristown-Hamblen Library 73,375.00 316 56500 Total: 1 73,375.00 56700 2019-10-03 1010265655 MUS Fibernet 123.66 307 Communication 56700 Communication 2019-10-03 1010265679 51.60 307 Verizon Wireless 1010265889 56700 Communication 2019-10-31 51.67 307 Verizon Wireless 56700 410 **Custodial Supplies** 2019-10-03 1010265643 Kelsan Inc 518.29 2019-10-10 1010265732 483.77 56700 410 **Custodial Supplies** Waste Industries/102 Tidiwaste 56700 412 Diesel Fuel 2019-10-10 1010265731 Voyager Fleet Systems Inc 178.55 56700 415 Electricity 2019-10-10 1010265711 3,835.00 Morristown Utilities 22.11 56700 Electricity 2019-10-17 1010265735 415 Appalachian Electric Co-Op 312.53 56700 425 Gasoline 2019-10-10 1010265731 Vovager Fleet Systems Inc 56700 Water And Sewer 2019-10-10 1010265711 3,614.00 454 Morristown Utilities 1010265647 56700 2019-10-03 85.46 499 Other Supplies And Materials Lowe's 56700 599 Other Charges 2019-10-17 1010265744 **English Mountain Spring Water** 36.00 56700 599 Other Charges 2019-10-31 1010265854 Hamblen County Clerk 17.50 56700 791 Other Construction 2019-10-24 1010265801 Johns-Heck Plumbing Company 686.92 56700 2019-10-31 1010265860 2,417.36 Other Construction 791 Johns-Heck Plumbing Company 56700 Parks And Fair Boards Total: 15 12,434.42 57100 140 Salary Supplements 2019-10-24 1010265822 The University Of TN Extension 37,698.12 57100 307 Communication 2019-10-10 1010265686 Century Link/Business Services 4.45 57100 355 Travel 2019-10-03 1010265638 Henry, Martha 52.64 57100 355 Travel 2019-10-03 1010265639 84.60 Hobbs, Elizabeth 1010265668 57100 Office Supplies 2019-10-03 85.00 435 TN Assn Of Agricultural Agents & Specialists East 2019-10-03 1010265669 125.00 57100 435 Office Supplies TN Extension Association of Family & Consumer § 57100 435 Office Supplies 2019-10-31 1010265848 Evans Office Supply Co 140.25 Agricultural Extension Service 57100 Total: 7 38,190.06 57800 Contracts With Other Public Agencies 2019-10-24 1010265802 Keep M'town Hamblen Beautiful 438.75 310

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COMMISSION APPROVAL LISTING MONTHLY CHECKS

Fund: 101 General Fund #(101)

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ACCT	OBJ	NAME	DATE	Check Nbr	Description			Amount Paid
57800		Storm Water Management				Total:	1	438.75
58120	316	Contributions	2019-10-31	1010265861	Joint Morristown Hamblen Econor	mic & Co	mm. De	50,500.00
58120		Industrial Development				Total:	1	50,500.00
58300	307	Communication	2019-10-10	1010265686	Century Link/Business Services			4.88
58300	334	Maintenance Agreements	2019-10-10	1010265692	Dataspec Inc			449.00
58300	435	Office Supplies	2019-10-31	1010265848	Evans Office Supply Co			147.50
58300		Veterans' Services				Total:	3	601.38
58600	202	Handling Charges & Administrative Costs	2019-10-10	1010265720	TASC - Client Invoices			195.00
58600	299	Other Fringe Benefits	2019-10-17	1010265750	Hamblen County Government			175.00
58600		Employee Benefits				Total:	2	370.00
58900	399	Other Contracted Services	2019-10-24	1010265783	City of Morristown			0.00
58900		Miscellaneous				Total:	1	0.00
73300	316	Contributions	2019-10-17	1010265765	Morristown-Hamblen Imagination	Library A	Advisory	5,000.00
73300		Community Services				Total:	1	5,000.00
91130	716	Law Enforcement Equipment	2019-10-10	1010265699	Gall's Inc			19,630.00
91130	718	Motor Vehicles	2019-10-10	1010265691	Columbia Chrysler Dodge Jeep			0.00
91130		Public Safety Projects			• • •	Total:	2	19,630.00
					Total of checks for Ge	eneral Fu	ınd #(101)	698,959.17

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

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ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
55710	299	Other Fringe Benefits	2019-10-17	1160023832	Hamblen County Government	37.50
55710	302	Advertising	2019-10-10	1160023822	Citizen Tribune	187.92
55710	336	Maintenance And Repair Services - Equipment	2019-10-03	1160023814	D&J Hydraulic Service, Inc.	525.00
55710	336	Maintenance And Repair Services - Equipment	2019-10-03	1160023817	NAPA Auto Parts Of Morristown	1,326.87
55710	336	Maintenance And Repair Services - Equipment	2019-10-03	1160023818	Triad Freightliner	1,500.80
55710	336	Maintenance And Repair Services - Equipment	2019-10-10	1160023829	Worldwide Equip/Volunteervolvo	532.43
55710	336	Maintenance And Repair Services - Equipment	2019-10-17	1160023833	Knoxville Spring SVC	1,665.20
55710	336	Maintenance And Repair Services - Equipment	2019-10-17	1160023834	Stringfellow	307.04
55710	359	Disposal Fees	2019-10-03	1160023815	Hamblen County-Morristown Solid Waste	65,140.28
55710	412	Diesel Fuel	2019-10-10	1160023824	Fuelman	10,740.05
55710	425	Gasoline	2019-10-10	1160023824	Fuelman	380.39
55710	433	Lubricants	2019-10-10	1160023828	Universal Total Lubricants, Inc.	1,752.08
55710	450	Tires And Tubes	2019-10-10	1160023825	Goforth Tire & Auto, Inc	860.39
55710	450	Tires And Tubes	2019-10-31	1160023842	Morristown Tire & Auto	880.03
55710	451	Uniforms	2019-10-17	1160023830	Cintas Corp., Loc. 207	734.84
55710	499	Other Supplies And Materials	2019-10-10	1160023823	Elliott Boots	100.00
55710	499	Other Supplies And Materials	2019-10-10	1160023826	Lawson, George A	84.50
55710	499	Other Supplies And Materials	2019-10-17	1160023830	Cintas Corp., Loc. 207	267.99
55710	499	Other Supplies And Materials	2019-10-31	1160023839	Elliott Boots	139.95
55710	499	Other Supplies And Materials	2019-10-31	1160023844	Shoes, Elliott	359.94
55710		Sanitation Management			Total: 20	87,523.20
				Tot	al of checks for Solid Waste/Sanitation Fund #(116)	87,523.20

COMMISSION APPROVAL LISTING MONTHLY CHECKS

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

Page: 1 Date: 11/5/2019 Time: 10:41:08AM

ACCT	OBJ	NAME	DATE	Check Nbr	Description			Amount Paid
61000	307	Communication	2019-10-03	1313042582	Verizon Wireless			175.33
61000	307	Communication	2019-10-17	1313042601	AT&T			84.46
61000	307	Communication	2019-10-31	1313042620	Comcast Cable			77.63
61000	317	Data Processing Services	2019-10-10	1313042585	CDC Holdings			135.00
61000	415	Electricity	2019-10-03	1313042576	Morristown Utilities			2,017.00
61000	415	Electricity	2019-10-24	1313042613	Holston Electric Cooperative			729.06
61000	415	Electricity	2019-10-31	1313042623	Morristown Utilities			1,981.00
61000	435	Office Supplies	2019-10-31	1313042621	Evans Office Supply Co			152.47
61000	454	Water and Sewer	2019-10-24	1313042614	Morristown Utilities			78.00
61000	599	Other Charges	2019-10-10	1313042586	Elliott Boots			149.99
61000	599	Other Charges	2019-10-17	1313042599	Able Exterminators, Inc			85.00
61000	599	Other Charges	2019-10-17	1313042602	Barnett, Mike			568.00
61000	599	Other Charges	2019-10-17	1313042603	Bullzye Fire Extinguisher Co			100.00
61000	599	Other Charges	2019-10-17	1313042609	Smoky Mountain Farmers Co-Op			199.99
61000	599	Other Charges	2019-10-17	1313042611	Suntrust Bankcard, NA			1,385.92
61000		Administration				Total:	15	7,918.85
62000	312	Contracts With Private Agencies	2019-10-03	1313042578	Rose, James Larry			1,250.00
62000	351	Rentals	2019-10-03	1313042570	A-1 Equipment Rental			26.00
62000	404	Asphalt - Hot Mix	2019-10-17	1313042608	Newport Paving & Ready Mix			15,868.76
62000	404	Asphalt - Hot Mix	2019-10-17	1313042610	Summers-Taylor Materials Co			1,022.23
62000	404	Asphalt - Hot Mix	2019-10-24	1313042612				7,025.70
62000	408	Concrete	2019-10-17	1313042605	Concrete Materials Inc / Apac			802.00
62000	409	Crushed Stone	2019-10-10	1313042597	Vulcan Materials Company			5,086.67
62000	426	General Construction Materials	2019-10-17	1313042609	Smoky Mountain Farmers Co-Op			581.30
62000	440	Pipe - Metal	2019-10-10	1313042595	Superior Drainage Products,Inc			500.00
62000	443	Road Signs	2019-10-10	1313042588	G & C Supply Co			925.74
62000	451	Uniforms	2019-10-17	1313042604				387.20
62000		Highway And Bridge Maintenance				Total:	11	33,475.60
63100	412	Diesel Fuel	2019-10-10	1313042587	Fuelman			2,163.21
63100	412	Diesel Fuel	2019-10-10	1313042593	Pioneer Petroleum			3,274.83
63100	416	Equipment Parts - Heavy	2019-10-03	1313042574	Interstate Tractor			837.45
63100	416	Equipment Parts - Heavy	2019-10-03	1313042577	NAPA Auto Parts Of Morristown			1,577.35
63100	416	Equipment Parts - Heavy	2019-10-10	1313042589	Heavy Machines Inc			210.00
63100	416	Equipment Parts - Heavy	2019-10-10	1313042598	Worldwide Equip/Volunteervolvo			523.17
63100	416	Equipment Parts - Heavy	2019-10-17	1313042606	Dickson Co Equipment Co, Inc			906.28
63100	416	Equipment Parts - Heavy	2019-10-24	1313042615	The Lilly Company			160.59
63100	424	Garage Supplies	2019-10-10	1313042583	American Welding & Gas Inc.			109.05
63100	425	Gasoline	2019-10-10	1313042584	BP			63.08
63100	425	Gasoline	2019-10-10	1313042587	Fuelman			1,111.50
63100	499	Other Supplies And Materials	2019-10-10	1313042590	Lane Sales Power Equipment			297.02

COMMISSION APPROVAL LISTING MONTHLY CHECKS

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

Page: 2

Date: 11/5/2019 Time: 10:41:08AM

ACCT	ОВЈ	NAME	DATE	Check Nbr	Description			Amount Paid
63100		Operation And Maintenance Of Equipment				Total:	12	11,233.53
68000	714	Highway Equipment	2019-10-10	1313042591	Mellons, Patricia M.			6,445.00
68000	714	Highway Equipment	2019-10-10	1313042594	Stowers Machinery Corporation			150,145.37
68000		Capital Outlay				Total:	2	156,590.37
				Tot	al of checks for Highway/Public \	Norks Fu	nd (#131)	209,218.35

SOLID WASTE/SANITATION (116) EXPENDITURE REPORT

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

Sel:

Thru:

REPORT DATE: 10/31/2019

Page: 1

Date: 11/5/2019 Time: 10:37 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	163,125.49	728,489.03	235,633.75	1,618,394.22	62.67%
		\$ 2,582,517.00	\$ 163,125.49	\$ 728,489.03	\$ 235,633.75	\$ 1,618,394.22	62.67%



November 7, 2019

To:

Finance Committee

Hamblen County Commission

From:

Bill Brittain, County Mayor

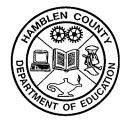
Re:

Bond for County Trustee

The Cincinnati Insurance Company has approved a bond for County Trustee Scotty Long in the amount of \$2.8 million. The bond would replace the \$400,000 insurance coverage that the County currently has on the Trustee. The bond would expire 9/1/2020.

The premium is \$3,188 for the period.

The Finance Department recommends the bond be approved.



HAMBLEN COUNTY DEPARTMENT OF EDUCATION

210 East Morris Boulevard Morristown, Tennessee 37813 Phone (423) 586-7700 • Fax (423) 586-7747

The mission of Hamblen County Schools is to educate students so they can be challenged to successfully compete in their chosen fields.

BOARD OF EDUCATION

Shahin Assadnia

Carolyn Clawson

Joe Gibson, Jr.

Roger Greene

James Grigsby

Janice Haun

Clyde Kinder

AMENDMENT #1 2019-2020

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #1 to the 2019-2020 General Purpose Budget. This amendment was approved by the Board of Education on September 10, 2019.

On July 1, 2019, the Hamblen County Commission approved a General Purpose Budget in the amount of \$90,786,553.24. Amendment #1 will increase the budget to \$90,890,836.20.

This amendment does not affect the County's maintenance of effort.

Jeff Perry, Superintendent of Schools

HAMBLEN COUNTY DEPARTMENT OF EDUCATION 2019-2020

Dr. Jeff Perry, Director of Schools

GENERAL PURPOSE AMENDMENT #1



HAMBLEN COUNTY SCHOOLS GENERAL PURPOSE SCHOOL BUDGET 2019-2020

AMENDMENT #1 - EXTERNAL

EXPENDITURE CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
71100-499	OTHER SUPPLIES AND MATERIALS	\$ 125,017.00	\$ 15,526.50	\$ -	\$ 140,543.50	NISWONGER AP GRANT RESERVE FOR STUDENT EXAM FEE REIMB.
71300-499	OTHER SUPPLIES AND MATERIALS	\$ 20,000.00	\$ 3,000.00	\$ -	\$ 23,000.00	HEALTHSTAR STEM BUS GRANT (\$2,000) RESOURCE MANUFACTURING STEM BUS GRANT (\$1,000)
71300-599	OTHER CHARGES	\$ -	\$ 466.00	\$ -	\$ 466.00	ARCONIC INDUSTRY CERTIFICATION GRANT RESERVE
72120-499	OTHER SUPPLIES AND MATERIALS	\$ 6,891.00	\$ 3,200.00	\$ -	\$ 10,091.00	TOBACCO CESSATION GRANT
72210-524	STAFF DEVELOPMENT	\$ 42,200.00	\$ 10,000.00	\$ -	\$ 52,200.00	HCEXCELL PROFESSIONAL DEVELOPMENT GRANT RESERVE
72210-599	OTHER CHARGES	\$ 48,150.00	\$ 9,200.00	\$ -	\$ 57,350.00	UTRUST GRANT RESERVE FOR CTE STEM BUS
72250-709	DATA PROCESSING EQUIPMENT	\$ 201,451.00	\$ 17,156.03	\$ -	\$ 218,607.03	E-RATE RESERVE FOR TECHNOLOGY
76100-707	BUILDING IMPROVEMENTS	\$ 4,475,436.94	\$ 45,734.43	\$ -	\$ 4,521,171.37	INSURANCE CLAIM FOR WIND DAMAGE TO ROOF AT WITT ELEMENTARY
	TOTALS	\$ 4,919,145.94	\$ 104,282.96	\$ <u>-</u>	\$ 5,023,428.90	
	NET INCREASE		\$ 104,282.96			

HAMBLEN COUNTY SCHOOLS GENERAL PURPOSE SCHOOL BUDGET 2019-2020

AMENDMENT #1 - EXTERNAL

REVENUE CODE	TITLE	B	UDGET	 ICREASE_	DEC	REASE	 ACTUAL	PURPOSE
34383	E-RATE RESERVE	\$	-	\$ 17,156.03	\$	-	\$ 17,156.03	E-RATE RESERVE FOR TECHNOLOGY
34384	HCEXCELL PROF. DEVELOPMENT GRANT	\$	-	\$ 10,000.00	\$	-	\$ 10,000.00	HCEXCELL PROFESSIONAL DEVELOPMENT GRANT RESERVE
34387	UTRUST BETA GRANT RESERVE	\$		\$ 9,200.00	\$	-	\$ 9,200.00	UTRUST GRANT RESERVE FOR CTE STEM BUS
34591	ALCOA GRANT FOR IND. CERT.	\$	-	\$ 466.00	\$	-	\$ 466.00	ARCONIC INDUSTRY CERTIFICATION GRANT RESERVE
34592	NISWONGER AP GRANT RESERVE	\$	•	\$ 15,526.50	\$	•	\$ 15,526.50	NISWONGER AP GRANT RESERVE FOR STUDENT EXAM FEE REIMB.
44570	CONTRIBUTIONS AND GIFTS	\$	46,550.00	\$ 6,200.00	\$	-	\$ 52,750.00	HEALTHSTAR STEM BUS GRANT (\$2,000) RESOURCE MANUFACTURING STEM BUS GRANT (\$1,000) TOBACCO CESSATION GRANT (\$3,200)
49700	INSURANCE PROCEEDS	\$	10,000.00	\$ 45,734.43	\$		\$ 55,734.43	INSURANCE CLAIM FOR WIND DAMAGE TO ROOF AT WITT ELEMENTARY
	TOTALS	\$	56,550.00	\$ 104,282.96	\$	-	\$ 160,832.96	
	NET INCREASE			\$ 104,282.96				



OFFICE OF THE MAYOR

Hamblen County	Commission		
Month October	Year 2019		
Fund	#101 DEPT: Circuit Court		
Account Number	Description INCREASE APPROPRIATIONS:	Increase	Increase
	INOTERDE AT I ROT REALTONS.		
53100.349	Printing, Stationery, and Forms	\$ 370.00	
	INCREASE REVENUE		
44170	Miscellaneous Revenues		\$ 370.00
9-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1			
		.1	-
	z: osts for a trial held for Hancock County and transfer these funds t Printing, Stationery, and Forms spending account.	0	-
			11.11
Signature: MACAA Title: Date:	Dullest State Clerk Budget Amendmen Date:	t:	



OFFICE OF THE MAYOR

Hamblen County Commission

Month October	Year 2019			
A7201011				
Fund	#101 DEPT: Circuit	Court		
Account Number	Description INCREASE APPROPRIATIONS:	A A A PROPERTY OF	Increase	Decrease
	INCREASE APPROPRIATIONS:			
53100.709	Data Processing		\$ 5,637.99	
	70.12.00			
				1
	DECREASE FUND BALANCE: General Fund			Mr. — Assert
. 240				
34162.000	Reserved for Automation - Circuit Cour	't		\$ 5,637.99
	***	V Kristia		
				1
Brief Descriptions of issue To appropriate funds from a Hearing Assist integral recording system.	e: n Circuit Court Clerk's Automation Reserve ted device and software system which is com	patable with the Circuit	all, and train Court's curre	nt
****				•
Signature: Older	pallest it Court Clerk	For Finance Departm Reviewed by: Budget Amendment:		



Hamblen County Commission

Fund			
	#101 DEPT: Jail		
Account Number	Description INCREASE APPROPRIATIONS:	n Increase	Increase
54210.599	Other Charges	\$1,694.88	5
54210.187	Overtime Pay	\$9,604.18	5
	INCREASE REVENUE		
47990	Direct Federal Revenue		\$11,299.00
	<u> </u>		
Brief Descriptions of iss To record funds receive fees to Justice Benefits line to offset expenses.	sue: d from the SCAAP grant. Of the funds re Inc. for the grant and the remaining fund	ceived, \$1,694.85 will be used to pay class of \$9,604.15 will be moved to the Ja	onsultant il overtime
Signature Accou	Well ating Assistant	For Finance Department Only: Reviewed by: Budget Amendment: Date:	



OFFICE OF THE MAYOR

2019

Hamblen County Commission

Year

October

Month

und	#101 DEPT: Emp	loyee Benefits		
Account Number	Description		Increase	Decrease
	INCREASE APPROPRIATIONS:			
58600.515	Liability Claims		\$17,500.00	
	DECREASE APPRPIATIONS:			
58600.513 58600.210	Workers' Compensation Insurance			\$10,000.00
38000.210	Unemployment Insurance			\$ 7,500.00
rief Descriptions of issue or reclassify funds with incomment of Jail liability	n the Employee Benefits account categor	y and transfer the funds	to the Liability	Claims
Signature: Bu	el Buttain	For Finance Deparements Reviewed by: Budget Amendm		



2019

Hamblen County Commission

Year

October

Month

	#101 DEPT: Employee Be	nefits	
Account Number	Description INCREASE APPROPRIATIONS:	Increase	Increase
58600.515	58600.515 Liability Claims		
	INCREASE REVENUE	1	
44170	Miscellaneous Revenues		\$ 5,899.00
	-		
	2018-2019 Worker Comp Insurance and transfer t	hese funds to the Liability Cla	uims accoun
	2018-2019 Worker Comp Insurance and transfer t	hese funds to the Liability Cla	tims accoun
o record the refund on	2018-2019 Worker Comp Insurance and transfer t	hese funds to the Liability Cla	iims accoun
o record the refund on	2018-2019 Worker Comp Insurance and transfer t	hese funds to the Liability Cla	tims accoun
o record the refund on	2018-2019 Worker Comp Insurance and transfer t legal fees).	hese funds to the Liability Cla	tims accoun
o record the refund on	2018-2019 Worker Comp Insurance and transfer to legal fees).	hese funds to the Liability Cla For Finance Department Only: Reviewed by:	nims accoun
To record the refund on or Jail liability claims (2018-2019 Worker Comp Insurance and transfer t legal fees).	For Finance Department Only:	



OFFICE OF THE MAYOR

Hamblen County Commission

Month October	Year	2019	şi.		
			2		
Fund	#101	DEPT:	Chancery Court		
Account Number		Descr	iption	Increase	Decrease
	INCREASE APPRO	INCREASE APPROPRIATIONS:			
	Chancery Court				
53400.709	Data Processing E	lqui <u>pment</u>		\$7,000.00	
	DECREASE FUND) BALANC	E:		
	General Fund				
34166.000	Reserved for Com	puter - Cha	ncery Court		\$ 7,000.00
Brief Descriptions of iss	ue:			200	
To appropriate funds for	r the purchase of 7 new	computers	and 2 printers for the Chan	cery Court office.	
			had to be cancelled because	e of problems with	
	ds will be credited back t				
These computers must	be approved by the Adm	imstrative	Office of the Courts.		
(-)		1			
Signature:	rine pues-	den	For Finance Reviewed by	Department Only:	
Title: Cler	k + Maste	er	Budget Ame	ndment:	
Date: 11/7	/19	II 84	Date:		



OFFICE OF THE MAYOR

Hamblen County Commission

Month November	Year 2019			
Fund	#101 DEPT: Trustee			
Account Number	Description		Increase	Decrease
	INCREASE APPROPRIATIONS:			
	Trustee			
52400.508	Premiums On Corportate Surety Bond	ls	\$3,188.00	
W.				
	DECREASE FUND BALANCE:			
	General Fund		- 4	
39000.000	Unassigned Fund Balance			\$ 3,188.00
Brief Descriptions of issu	e:			
To appropriate funds for	the bond of the newly appointed Trustee S	cotty Long.		
The bond will extend un	til September 1, 2020.			
Signature:		For Finance Dep Reviewed by:		
Title :	·	Budget Amendm	nent:	-
Date:		Date:		

October	2019													
Permit	Date	Applicant	Туре	Address	Construction	Permit	sw	Plumbing	Mech.	Gas	Total	Тах Мар	Group	Parcel
14-1578	10/1/19	Gary Cameron	addition to garage	550 Alpha Dr	\$3,500.00	\$180,00					\$180,00	047E	Α	007.00
14-1579	10/2/19	C Lockhart	SWMH	856 Dover Rd	\$37,000.00	\$100,00					\$100.00	035		021.04
14-1580	10/3/19	Caleb Alder	House 2733 sqft	1908 Turner's Landing Rd	\$250,000.00	\$1,647,15	\$100.00				\$1,747.15	011E	Α	001.00
14-1581M	10/3/19	Caleb Alder	mechanical	1908 Turner's Landing Rd					\$20,00		\$20,00	011E	Α	001.00
14-1582	10/8/19	Jeff Harrell	garage 30x40 det	4150 Old Kentucky Rd	\$18,000.00	\$300.00					\$300.00	017		138.01
14-1583	10/8/19	Newell (Mack)	House 1936 sq ft	2771 Arrow Dr	\$238,000.00	\$1,083,50	\$100.00				\$1,183.50	0090	Α	005.02
14-1584M	10/8/19	Newell (Mack)	mechanical	2771 Arrow Dr		\$50.00	110000				\$50.00	0090	Α	005.02
14-1585	10/8/19	Amer Foundation	foundation rep	3077 Waters Edge Dr	\$73,475.00	\$268.00					\$268.00	010N	Α	010.00
14-1586	10/9/19	Chris Hickle	pool/poolhouse	2320 Boat Dock Rd	\$80,000.00	\$150.00					\$150.00	0391	Α	028.00
14-1587	10/9/19	Randy Samples	barn 72x40	675 Jones Franklin Rd	\$31,000.00	\$0.00					\$0.00	026		108,15
14-1588	10/9/19	George Martin	storage bldg	6967 Leadvale Rd	\$4.800.00	\$50.00					\$50.00	067		003.02
14-1589	10/10/19	Frances Thacker	deck/cover	4773 E Hampton Blvd	\$13,000.00	\$79.00					\$79.00	026N	0	066,00
14-1590	10/11/19	Rick Williams	plumbing-BRS	2536 Park Place Dr				\$90,00			\$90.00	017K	Е	010.00
14-1591	10/11/19	Sidney Clarkston	storage bldg	6800 Greenbrook Dr	\$3,400.00	\$50.00					\$50.00	012		033.01
14-1592	10/11/19	Terry Moore	decks 12x22/10x15	1503 Pleasant View Dr	\$4,000.00	\$103.50					\$103,50	0471	В	019.00
14-1593	10/11/19	Charlie Hopkins	garage 900 sq ft	8136 Whetsel Rd	\$18,000.00	\$225.00					\$225.00	020		pt068.00
14-1594	10/11/19	Estafania Juarez	DWMH/decks/cover	3409 Copper Ridge Rd	\$17,000.00	\$404.00					\$404.00	017		098.04
14-1595	10/16/19	Alejandro Chavez	addition to bldg	2538 Sulphur Springs Rd	\$15,000.00	\$352.00					\$352.00	049		073.00
14-1596	10/16/19	Amie Shults	storage bldg	1721 Canary Lahe	\$3,624.00	\$60.00					\$60.00	018J	Α	045.00
14-1597	10/18/19	Ram Jack	foundation rep	265 Brentwood Dr	\$10,300.00	\$25.00					\$25.00	0400	A	001.01
14-1598	10/21/19	Gregg Malott	storage bldg	5393 Stuffel Rd	\$7,900.00	\$186.00					\$186,00	018B	В	002.04
14-1599	10/22/19	Tom Deaderick	garage	3163 Levant Dr	\$5,500.00	\$143.00					\$143.00	043		034.01
14-1600	10/22/19	Carlyle (Singleton	House 2304 sq ft	5685 Brights Pike	\$230,000.00	\$1,387.20	\$100.00				\$1,487.20	011		031.00
4-1601M	10/22/19	Carlyle (Singleton	mechanical	5685 Brights Pike	\$250,000.00	\$1,007,20	9100.00		\$25.00		\$25.00	011		031.00
4-1602P	10/22/19	Darrell Moore	plumbing- Singleton	5685 Brights Pike				\$120.00	\$25.00		\$120.00	011		031.00
				3493 Elwood Drive		\$322.50		\$120.00			\$322.50	025		154.00
14-1603	10/22/19	Leia Hyder	renew #14-352	1584 Carroll Rd	\$12,500.00	\$0.00					\$0,00	035		014.01
14-1604	10/23/19	Russell Reel	barn 30x60		\$12,500.00	\$0.00		\$100.00			\$100.00	046		pt034.00
4-1605P	10/24/19	Billy J King	plumbing	146 Greenbriar Rd	P4 245 00	\$50.00		\$100.00			\$50.00	054B	D	003.00
14-1606	10/28/19	Beverlee Vaught	storage bldg	7325 Briarwood Dr	\$4,215.00									045.00
14-1607	10/29/19	Ken Jacobs	remodel exist basemt	2315 Katie Lane	\$5,265.21	\$131.25					\$131.25	031L	A F	
14-1608	10/29/19	Toffoletto(Sing)	screened in deck	940 Foxglove Ln	\$35,000.00	\$100.75					\$100.75	040C	С	024.00
4-1609P	10/30/19	Phillip D Jackson	plumbing	1810 Hill Trail Dr	A450 000 00	\$85.00	0400.00				\$85.00	016M	U	014.02
14-1610			House 1373 sq ft	7849 Lebanon Church Rd	\$150,000.00	\$818,15	\$100.00		***		\$918.15	046		pt023.0
4-1611M		T Ryan Whitelaw	mechanical	7849 Lebanon Church Rd	*******	0440 80			\$20.00		\$20.00	046		pt023.0
14-1612	10/31/19	Craig Carpenter	remodel	1571 Wind Chase Dr	\$30,000.00	\$116.70					\$116.70	053C	A	032.00
14-1613	10/31/19	Doug Burroughs	in ground pool	900 E Brentwood Dr	\$28,000.00	\$50.00					\$50.00	040J	С	008.00
											\$0.00			
antique h	Total			Total:	\$1,328,479.21	\$8,517.70	\$400.00	\$310.00	\$65.00	\$0.00	\$9,292.70			
Running	Total				\$6,044,737.66	\$37,910.16	\$1,800,00	\$850.00	\$460.00	\$45.00	\$41,065.67			
					Total No.	Amount		Total				ETHRA		YTD
				Copies and Miscellaneous		\$7.00		\$0.00	October			HOMES	0	0
				Re-Zoning Request		\$75.00		\$75.00	Grand					
				Variance Request		\$50,00		\$0.00	Total:		\$10,167.70			
				Plat Approval		\$150.00		\$750.00						
		3 lots or	more	Land Disturbance/Development		\$100.00		\$0.00	2019-2020					
				Use on Review		\$50.00		\$50.00	Running					
				Refunds				\$0.00						
				Total Collected				\$875.00	Total:		\$44,290.67	Return to	Regul	ar Cale
				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

October 31, 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 - OCTOBER, 2019

Dear Bill:

Please find enclosed five (5) invoices representing legal services rendered on behalf of Hamblen County, Tennessee during the month of October, 2019.

As usual, one invoice covers our General/Miscellaneous File, one invoice covers a separate county department and three invoices are for the title searches.

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

 $C: USERS \land AMY GREER DOCUMENTS \land PUBLIC FOLDERS \land DOCUMENTS \land HAMBLEN COUNTY \land LETTERS \land 2019 BRITTAIN, BILL (INVOICE) - 10-31-19. DOCX \land PUBLIC FOLDERS \land PU$

Christopher P. Capps/alg

Law Office of Capps, Cantwell, Capps, & Byrd

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

INVOICE

Invoice # 525 Date: 11/05/2019 Due On: 12/05/2019

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	10/01/2019	E-mail from Bill Brittain	0.05	\$150.00	\$7.50
Service	10/04/2019	E-mails from and to Jeff Thompson re: pending litigation	0.05	\$150.00	\$7.50
Service	10/07/2019	E-mails from and to Bill Brittain	0.15	\$190.00	\$28.50
Service	10/08/2019	E-mail from Bill Brittain	0.05	\$150.00	\$7.50
Service	10/09/2019	E-mail from Jeff Thompson re: pending litigation	0.05	\$150.00	\$7.50
Service	10/10/2019	E-mail from Trish Bowman re: 10/15 meeting	0.05	\$150.00	\$7.50
Service	10/11/2019	E-mails from and to Bill Brittain and Jeff Thompson re: pending litigation	0.25	\$150.00	\$37.50
Service	10/14/2019	E-mail from Jeff Thompson re: pending litigation	0.05	\$150.00	\$7.50
Service	10/15/2019	E-mail from Jennifer Steele re: pending litigation; prepare Petition and Order for Cremation	0.30	\$150.00	\$45.00
Expense	10/16/2019	Court costs: Hamblen County General Sessions (Stuart court costs)	1.00	\$17.75	\$17.75
Service	10/17/2019	E-mails from and to Jeff Thompson re: pending litigation	0.15	\$150.00	\$22.50
Service	10/18/2019	E-mail from Jeff Thompson re: pending litigation	0.05	\$150.00	\$7.50
Service	10/22/2019	E-mails from and to Dwaine Evans re: pending litigation; conference with Bill Brittain; calls to Trish Bowman re: pending litigation	0.65	\$150.00	\$97.50

	т	otal	\$541.25
e 10/31/2019 Review document from Bill Brittain and respond	0.10	\$150.00	\$15.00
e 10/29/2019 E-mail from Jennifer Steele re: pending litigation	0.05	\$150.00	\$7.50
e 10/28/2019 E-mail from Jennifer Steele re: pending litigation	0.05	\$150.00	\$7.50
E-mails from Jeff Thompson re: pending litigation; phone conferences with Thompson, Brittain and Poole	0.50	\$150.00	\$75.00
ce 10/24/2019 E-mails from Bill Brittain and Jeff Thompson re: pending litigation	0.15	\$150.00	\$22.50
ee 10/23/2019 E-mail from Jeff Thompson re: pending litigation; gets plans copied and deliver to parites	0.75	\$150.00	\$112.50
ce 10/23/2019	E-mail from Jeff Thompson re: pending litigation: gets	E-mail from Jeff Thompson re: pending litigation: gets 0.75	E-mail from Jeff Thompson re: pending litigation: gets 0.75 \$150.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
525	12/05/2019	\$541.25	\$0.00	\$541.25
			Outstanding Balance	\$541.25
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$541.25

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 # 527 Date: 11/05/2019 Due On: 12/05/2019

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	10/01/2019	Meeting	1.00	\$150.00	\$150.00
Service	10/02/2019	E-mail from Bill Brittain	0.05	\$150.00	\$7.50
Service	10/04/2019	E-mail from Tommy McKinney	0.05	\$150.00	\$7.50
Service	10/07/2019	E-mails from Tommy McKinney and Bill Brittain	0.15	\$150.00	\$22.50
Service	10/08/2019	E-mails to and from Bill Brittain	0.20	\$150.00	\$30.00

Total \$217.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
527	12/05/2019	\$217.50	\$0.00	\$217.50
			Outstanding Balance	\$217.50
			Amount in Trust	\$0.00
			Total Amount Outstanding	\$217.50

Please make all amounts payable to: Law Office of Capps, Cantwell, Capps, & Byrd Please pay within 30 days.

CAPPS, CANTWELL, CAPPS & BYRD

ATTORNEYS AT LAW

INVOICE

P. O. Box 1897 MORRISTOWN, TN 37816

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

DATE: OCTOBER 31, 2019

HAMBLEN COUNTY, TENNESSEE

LEGAL SERVICES RENDERED

FOR:

DESCRIPTION	AMOUNT
Title search on Hodge property	
TOTAL	#3F2.22
TOTAL	\$250.00

Make all checks payable to Capps, Cantwell, Capps & Byrd and REMIT TO: P.O. Box 1897, Morristown, TN 37816-1897. Payment is due within 30 days. Any accounts which remain unpaid after 30 day shall bear interest at the rate of $1 \frac{1}{2}$ % per month.

Thank you for your business!

CAPPS, CANTWELL, CAPPS & BYRD

ATTORNEYS AT LAW

INVOICE

P. O. Box 1897 MORRISTOWN, TN 37816

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

DATE: OCTOBER 31, 2019

TO:

HAMBLEN COUNTY, TENNESSEE

FOR:

LEGAL SERVICES RENDERED

DESCRIPTION		AMOUNT
itle search on Gibbons property		
	TOTAL	\$250.0

Make all checks payable to Capps, Cantwell, Capps & Byrd and REMIT TO: P.O. Box 1897, Morristown, TN 37816-1897. Payment is due within 30 days. Any accounts which remain unpaid after 30 day shall bear interest at the rate of $1 \frac{1}{2}$ % per month.

Thank you for your business!

CAPPS, CANTWELL, CAPPS & BYRD

ATTORNEYS AT LAW

INVOICE

P. O. Box 1897 MORRISTOWN, TN 37816

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

DATE: OCTOBER 31, 2019

8		
т	'n	
	v.	

HAMBLEN COUNTY, TENNESSEE

LEGAL SERVICES RENDERED

FOR:

DESCRIPTION	AMOUNT
Title search on Pleasantview property	
TOTAL	\$250.00

Make all checks payable to Capps, Cantwell, Capps & Byrd and REMIT TO: P.O. Box 1897, Morristown, TN 37816-1897. 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!

MONTHLY REPORT Hamblen County Coroner P.O. Box 1479

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

November 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 October 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.

		SE# DATE	NAME, AGE, HOME ADDRESS *1
		10-01-19 Mr.	Joe Hartsell, 74, 6006 Shady Grove Road
		10-02-19 Mrs.	Opal Manning, 88, 2050 Old Liberty Hill Road
		10-03-19 Mm.	Charlie Berrick, 86, 4171 Terrell Circle
4.	19458	10-03-19 Mr.	Jim Wilson, 87, 4495 Copeland Drive
	19459		James Stump, 62, 4141 Scarlett Drive
	19462		Gelma Kidwell, 84, 6115 Sky High Court
7.	19466		Faye Mills, 93, 5798 Old Stage Road
	19469	,	Betty Carter, 84, 2784 Cherokee Drive
		10-10-19 Mrs.	Grace Perkins, 76, 6019 Heath Winds Court
		10-11-19 Mr.	Hugh White, 77, 1807 Needmore Road
		10-11-19 Mrs.	Helen Russell, 88, Cosby, TN
12.	19475	10-11-19 Miss	Jody Futrzymski, 34, 4477 Brockland Drive
		10-12-19 Mrs.	Peggy Monday, 88, 3521 Carlyle Place
14.	19477	10-12-19 Ms.	Judy Stewart, 70, 406 Apple Blossom Lane
		10-13-19 Mr.	Jack Hall, 87, Bean Station, TN
		10-14-19 Mrs.	Shirley Lawson, 73, 7207 East A.J. Highway
		10-15-19 Mrs.	Patricia Adevai, 83, 410 McCrary Drive
		10-17-19 Mrs.	Doris Petschow, 86, 6143 Silver Fox Trail
		10-18-19 Mrs.	Margaret Seay, 83, Newport, IN
	19488	10-19-19 Mrs.	Josephine Houston, 93, Regency
21,	19489	10-20-19 Mrs.	Elsie Wright, 91, Wythville, VA
22.	19490	10-21-19 Mrs.	Hope Betche, 63, 722 Sulphur Springs Road
		10-25-19 Mrs.	Beatrice Barnes, 94, 711 South Liberty Hill Road
		10-27-19 Mr.	William Hickson, 82, Newport, TN
25.	19499	10-29-19 Mrs.	Dorothy Jinks, 86, 1825 Cherry Avenue

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

November 1, 2019

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

4232891262

Dear Commissioners:

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

CALL# CASE# DATE NAME, AGE, HOME ADDRESS *1

- 1. 19455 10-02-19 Mrs. Geraldine Arters, 69, 7045 East A.J. Highway
- 2. 19457 10-03-19 Mrs. Annie Hancock, 72, Rutledge, TN
- 3. 19460 10-05-19 Mrs. Michalla Sisson, 24, 3407 Old Kentucky Road
- 4. 19461 10-05-19 Mr. Elwin Nichols, 89, White Pine, TN
- 5. 19468 10-10-19 Mr. Lemuel Southerland, 65, 5660 Byrd Road
- 6. 19474 10-11-19 Ms. Linda Singleton, 67, 2526 Mall Drive
- 7. 19493 10-23-19 Mr. Harold Manis, Jr., 65, 3024 Valley Home Road
- 8. 19496 10-26-19 Mr. William Bryan, 83, 6984 Burke Drive

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

8 Calls X \$40. = \$320.00

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

MONTHLY REPORT

Hamblen County Deputy Coroner Post Office Box 577 Russellville, Tennessee 37860-0577

Phone: 423-585-7117

November 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 October.

CALL#	CASE#	DATE NAME, A	AGE, HOME ADDRESS *1
1.	*19464	10-07-19 Mr.	Paul Horner, Jr., 33, 1843 Lone Oak Drive
2.	19465	10-07-19 Mr.	Joe Dougherty, 73, 5937 Fall Creek Dock Road
3.	19470	10-10-19 Master	Baby Boy Barahona, 1 Day, 2009 Valley Home Road
4.	19480	10-15-19 Ms.	Rebecca Peters, 38, 2942 Blue Ridge Drive
5.	*19482	10-15-19 Mr.	Jeremy Sturm, 40, 3436 Brights Pike
6.	19483	10-16-19 Mr.	Brian Wampler, 48, 8480 Stage Coach Road
7 -	*19494	10-25-19 Mr.	Anthony Zappier, 19, New Market, TN
	90		

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 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 7763 Melanie Circle Talbott, Tennessee 37877 Phone: 423-586-6310

November 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 October.

CALL# CASE# DATE NAME, AGE, HOME ADDRESS *1
1. 19463 10-07-19 Mr. James France
1. 19463 10-07-19 Mr. James Kuss, 76, Bean Station, TN

2. 19467 10-08-19 Mrs. Emma Senter, 87, 915 Greenbrier Road 3. 19491 10-22-19 Mrs. Martha Myers, 91, 742 Dollars Delana

3. 19491 10-22-19 Mrs. Martha Myers, 91, 742 Delana Drive 4. 19492 10-22-19 Mr. Robert Jenkins, 78, 1616 Elm Street

5. 19498 10-28-19 Mr. Jay Cook, 61, Dandridge, TN

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

5 Calls X \$40. = \$200.00

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.

E Toxicology Samples 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

November 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

19485 10-19-19 Mr.

Carl McCoy, 76, 1167 Iris Street Robert Sams, 57, 2695 Lakemore Drive 2. 19487 10-19-19 Mr,

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

2 Calls X \$40. = \$80.00

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 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

November 1, 2019

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

AUTOPSY

# CASE# DATE 0 1. 19367 08-12- 2. 19370 08-12- 3. 19383 08-24- 4. 19396 09-01- 5. 19403 09-06- 6. 19407 09-09-0 7. 19413 09-10-0 8. 19438 09-22-0 9. 19464 10-07-0 10. 19482 10-15-0 11. 19494 10-25-1	Ms. Teresa Jordan, 50 Miss. Beatris Hernandez, 19 Mr. Fortino Martinez-Reyes, 30 Mr. Christopher Snowden, 47 Mr. Danny Stewart, 65 Miss. Judy Bentley, 25 Mr. Donnie Stroud, 69 Mr. Paul Horner, Jr., 33
--	--

TOXICOLOGY

CASE# DATE ORDERED NAME, AGE

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

Eddie R. Davis

Singere

Hamblen County Coroner

Hamblen County Mayor & County Commission Hamblen County Medical Examiner

Hamblen County Commission Finance Committee Information Purposes Only



Report of Budget amendments approved by County Mayor during the month of July and August

	Year 2019		
	#101 DEPT: UT / Agricultural Ex	ktension	
Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
		4	
57100.355	Travel Office Supplies	\$ 1,000.00 1,050.00	
57100.455	Office Supplies	1,000.00	
57100.140	Salary Supplements		2,050.00
Descriptions of issue	: ns to match final UT Extension budget for Hamblen	County.	
		County.	
classify appropriatio	ns to match final UT Extension budget for Hamblen	County.	
classify appropriatio	ns to match final UT Extension budget for Hamblen	County.	
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nesting Departmentature: Extention Towal by County M.	ns to match final UT Extension budget for Hamblen at Republic Son Agentand Conty 1 13/19	Prector For Finan Reviewed	ce Departmen by: #DH mendment

Morristown-Hamblen Humane Society, Inc. Expenses by Vendor Summary August 2019

	Aug 19	Aug 18
Amazon	815.36	0.00
Animal Hospital	607.00	1,616.50
Anthony Woods	0.00	120.00
AT&T	0.00	317.24
AT&T Mobility	229.10	0.00
Atmos Energy	127.47	97.64
BankDirect Capital Finance, LLC	0.00	407.75
Beth Dodson	0.00	50.00
Bethany Hurley	0.00	50.00
BlueCross BlueShield of Tennessee	0.00 0.00	36.48 180.63
City of Morristown	3.545.32	0.00
City of Morristown-Tax Office Cook's Pest Control	70.00	70.00
Department of Health	110.00	0.00
Div.of Charitable Solicitations & Gaming	0.00	350.00
Express Lane	105.40	0.00
First Impressions Printing	0.00	109.75
Fisher Auto Parts	44.43	0.00
Fleetcore Fuel	0.00	987.55
Fuelman	892.24	0.00
Get Fully Funded	0.00	4,166.00
GO Daddy	9.99	0.00
Hamblen Co/Morristown Solid Waste	0.00	54.34
Home Depot	0.00 246.94	155.45 0.00
IDEXX Distribution, Inc.	0.00	1,498.50
Intervet Intuit	0.00	21.95
Jacob Parks	0.00	50.00
Lakeway Animal Hospital	1,346.32	30.00
Laundry Systems of Tennessee	0.00	202.77
Life insurance Company of Alabama	136.27	267.08
Med-Vet International	153.00	191.94
Midwest Veterinary Supply, Inc.	0.00	181.88
Morristown Animal Hospital, PC	73.00	0.00
Morristown Utilities	2,126.08	859.88
Moyers Veterinary Hospital	180.00	0.00
Murreli Burgiar Alarms	48.00	20.00
MUS Fibernet	0.00	230.93
Petty Cash	1,235.82 0.00	778.79 285.98
Revival Animal Health	10.00	0.00
Rutledge Animal Clinic Selective Insurance	569.00	997.38
Shelter Medicine - UT	150.00	0.00
Southern Care Veterinary Hospital	813.00	183.00
Specialties, Inc	0.00	251.27
SteadPoint	0.00	331.00
Stericycle, Inc.	87.13	83.14
Stewart & Wheeler, P.C.	540.00	0.00
Tennessee Secretary of State	0.00	20.95
The Cincinnati Insurance Company	0.00	1,298.00
Tractor Supply Credit Plan	1,021.91	3,658.28
Tracy Fine	0.00 0.00	105.00 1,067.53
United Health Care	225.00	0.00
Wade Luke Plumbing	873.82	435.34
Wal-Mart Community Waste Industries	190.06	346.34
White Pine Veterinary Practice	96.00	0.00
Zoetis	1,718.86	1,557.79
TOTAL	18,396.52	23,724.05
		=

Morristown-Hamblen Humane Society, Inc. Expenses by Vendor Summary July through August 2019

	Jul - Aug 19	Jul - Aug 18
Aaron Trent	50.00	0.00
Acme Printing	0.00	130.00
Amazon	1,133.21 100,000.00	0.00 0.00
Andrews & Hoskins Construction Animal Hospital	746.00	1,616.50
Anthony Woods	0.00	240.00
Appalachlan Animal Hospital	133.00	0.00
AT&T	0.00	517.05
AT&T Mobility	458.20	0.00
Atmos Energy BankDirect Capital Finance, LLC	204.57 0.00	207.07 815.50
Beth Dodson	0.00	50.00
Bethany Hurley	0.00	50.00
BlueCross BlueShield of Tennessee	82.14	36.48
Bobby Ledford	0.00	109.50
Brittony Mielke	0.00 0.00	50.00 180.63
City of Morristown City of Morristown-Tax Office	3,545.32	0.00
Cook's Pest Control	140.00	140.00
Dagmaris Arroyo	50.00	0.00
Department of Health	110.00	0.00
Div.of Charitable Solicitations & Gaming	0.00 12.00	350.00 0.00
Dr. B's Healthy Pets, LLC Express Lane	105.40	121.59
Federated Auto Parts	0.00	366.60
First Impressions Printing	0.00	109.75
Fisher Auto Parts	44.43	0.00
Fleetcore Fuel	0.00 1,520.05	987.55 829.84
Fuelman Get Fully Funded	0.00	8,332.00
GO Daddy	19.98	0.00
Hambien Co/Morristown Solid Waste	31.17	72.54
Home Depot	49.20	205.42
IDEXX Distribution, Inc.	493.88 1,644.60	0.00 1,498.50
Intervet Intuit	17.56	63.66
Jacob Parks	0.00	50.00
Kristy Shepard	0.00	50.00
Lakeway Animal Hospital	1,526.32	30.00 202.77
Laundry Systems of Tennessee Life Insurance Company of Alabama	0.00 271.28	267.08
Marie Sunderland	50.00	0.00
Med-Vet International	551.25	191.94
MHHS Petty Cash	0.00	320.00
Midwest Veterinary Supply, Inc.	0.00 108.00	1,656.22 155.00
Morristown Animal Hospital, PC Morristown Milling Co.	0.00	28.90
Morristown Utilities	3,578.08	2,149.47
Moyers Veterinary Hospital	240.00	0.00
Murrell Burglar Alarms	144.00	336.36
MUS Fibernet	101.40 2,166.10	230.93 1,428.64
Petty Cash Porter's Tire Stores, Inc.	0.00	733.40
Revival Animal Health	264.99	291.90
Ridgefield Animal Hospital	946.00	0.00
Robert Burke	45.00 10.00	0.00 0.00
Rutledge Animal Clinic Screen Designs	381.00	0.00
Selective Insurance	1,148.00	997.38
Shelter Medicine - UT	345.00	0.00
Slimware Holdings	0.00	59.95
Southern Care Veterinary Hospital	1,112.00 0.00	2,006.90 251.27
Specialties, Inc SteadPoint	0.00	662.00
Stericycle, Inc.	174.26	166.28
Stewart & Wheeler, P.C.	540.00	0.00

Morristown-Hamblen Humane Society, Inc. Expenses by Vendor Summary July through August 2019

	Jul - Aug 19	Jul - Aug 18
Suzanne Kelly	0.00	208.95
Teddy Markham	2,000.00	0.00
Tennessee Secretary of State	0.00	20.95
The Cincinnati Insurance Company	0.00	1,298.00
The Mall Station	0.00	90.70
Tractor Supply Credit Plan	2,055.15	3,658.28
Tracy Fine	0.00	105.00
Uline	0.00	187.73
United Health Care	308.18	1,067.53
Vortech Pharmaceuticals LTD	700.93	0.00
Wade Luke Plumbing	225.00	0.00
Wal-Mart Community	873.82	1,448.44
Waste Industries	380.12	519.51
White Pine Veterinary Practice	96.00	60.00
Zoetis	2,240.86	2,206.51
TOTAL	133,173.45	40,218.17

Morristown-Hamblen Humane Society, Inc. Profit & Loss

August 2019

	Aug 19	Aug 18
Ordinary Income/Expense		
Income		
4000 · Adoption		
4001 · Fees	2,720.00	0.00
4004 · Adoption - Pet Sense	0.00	95.00
4007 · Adoption - Puppy	0.00	2,660.00
4000 · Adoption - Other	0.00	1,705.00
Total 4000 · Adoption	2,720.00	4,460.00
4003 · Medical Fee	35.00	397.00
4005 · After Hours Pick-up Charge	100.00	0.00
4008 · Microchip Fee	950.00	500.00
4015 · Animal Pickups - Vet	340.00	100.00
4020 · Boarding Fees	90.00	165.00
4030 · Citations	339.90	300.00
4040 · Donations		
4041 · Donations - AJ Fund	0.00	96.00
4045 · Memorial	0.00	150.00
4051 · Donations - Undesignated	1,799.00	0.00
4040 · Donations - Other	177.35	1,731.44
Total 4040 · Donations	1,976.35	1,977.44
4060 · Euthanasia Fees	120.00	0.00
4061 · Animal Disposal Fee	25.00	40.00
4100 · Fundralsing		
4117 · Donation Boxes	184.64	304.81
Total 4100 · Fundraising	184.64	304.81
4135 · T-shirts Income	456.00	71.00
4136 · Pet Sense Red Box	0.00	81.71
4200 · Funds - City of Morristown	11,490.00	11,490.00
4210 · Funds - Hamblen County	12,500.00	12,500.00
4250 · Membership Fees	30.00	355.00
4270 · Rables Vaccination Deposit	52.00	26.00
4280 · Reclaim Fee	847.50	50.00
4290 · Surrender Fee	700.00	100.00
4300 · Spay / Neuter		
4301 · Spay / Neuter Deposit	900.00	800.00
4302 · Spay / Neuter Refund	50.00	-150.00
Total 4300 · Spay / Neuter	950.00	650.00
Total Income	33,906.39	33,567.96
Gross Profit	33,906.39	33,567.96
Expense		
Professional Fee	0.00	4,166.00
6000 · Payroll Expense		
6010 · ACO	3,992.93	6,565.29
6020 - Admin	2,846.16	3,365.40
6030 · Office	8,594.65	5,980.90
6040 · Kennel	0.00	5,927.89
6100 · Payroli Tax Expense	1,195.49	1,890.80
Total 6000 · Payroll Expense	16,629.23	23,730.28
6400 · New Location		
6511 · Repairs & Maintenance New Bldg	0.00	120.00
Total 6400 · New Location	0.00	120.00

Morristown-Hamblen Humane Society, Inc. Profit & Loss

August 2019

	Aug 19	Aug 18
6500 · MonthlyExpenses for New Shelter		
6501 · Utilities Gas	127.47	0.00
6502 · Utilities Electric N	1,861.76	92.24
6503 · Security Light	19.85	40.02
6504 · Garbage Fee	15.00	203.17
6505 · Metered Water	96.30	19.62
6506 · Sewage Fee	22.50	45.00
6507 · Utility Service Charge	10.59	0.00
Total 6500 · MonthlyExpenses for New Shelter	2,153.47	400.05
7010 · Alarm Monitoring 7020 · Animal Care	48.00	20.00
7021 · Animai Care Supplies	1,044.67	251.27
7024 · Kitty Litter	254.31	837.27
Total 7020 · Animal Care	1,298.98	1,088.54
7030 · Bank Charges	150.41	118.28
7040 · Bookkeeping & Audit 7050 · Communications	540.00	0.00
7051 · ACO Radios	0.00	317.24
7052 · Cell Phone	229.10	0.00
7053 · Internet Service	24.98	65.56
7054 · Telephone	75.10	165.37
Total 7050 · Communications	329.18	548.17
7090 · Food - Animal	0.00	2,841.11
7110 · Insurance	0.00	1 209 00
7113 · D&O Liability	0.00	1,298.00 823.18
7114 · Group Medical	-102.75	
7115 · Liability Insurance	569.00	1,405.13
7117 · Workmen's Comp		331.00
Total 7110 · Insurance	466.25	3,857.31
7120 · Landfill Fees		4
7121 · TIDI Dumpster	0.00	173.17
7120 · Landfill Fees - Other	0.00	54.34
Total 7120 · Landfill Fees	0.00	227.51
7140 · License & Fees 7150 · Meals	110.00	20.95
7152 · Inmates	757.47	757.79
Total 7150 · Meals	757.47	757.79
7159 · Medicine / Medical		
7160 · Medicine / Medical Supplies 7159 · Medicine / Medical - Other	2,205.93 0.00	2,198.07 83.14
Total 7159 · Medicine / Medical	2,205.93	2,281.21
7169 · Microchlp		
7170 · Microchip Supplies	0.00	1,498.50
Total 7169 · Microchip	0.00	1,498.50
7200 · Postage and Shipping	0.00	21.00
7220 · Postage	443.35	0.00
7230 · Repairs & Maintenance		
7231 · Equipment	0.00	202.77
7232 · Property	225.00	0.00
Total 7230 · Repairs & Maintenance	225.00	202.77

Morristown-Hamblen Humane Society, Inc. Profit & Loss

August 2019

	Aug 19	Aug 18
7240 · Supplies 7241 · ACO Supplies 7242 · Cleaning 7243 · Office	7.49 725.04 724.57	109.75 376.82 38.42
7244 · Kennel Supplies 7244a · Pest Control 7244 · Kennel Supplies - Other	70.00	70.00 155.45
Total 7244 · Kennel Supplies	70.00	225.45
Total 7240 · Supplies	1,527.10	750.44
7250 · Taxes 7251 · Property Tax	3,545.32	180.63
Total 7250 · Taxes	3,545.32	180.63
7252 · Taxes & Fees 7260 · Transportation 7261 · Fuel	0.00	350.00
Fuel- ACO Truck	0.00	987.55
7261 · Fuel - Other	892.24	0.00
Total 7261 · Fuel	892.24	987.55
7263 · Repair & Maintenance	149.83	0.00
Total 7260 · Transportation	1,042.07	987.55
7280 · Utilities 7281 · Electric 7283 · Gas 7284 · Garbage Fee	0.00 0.00 190.06	633.00 97.64 0.00
Total 7280 · Utilities	190.06	730.64
7300 · Veterinary Fees 7310 · Regular Vet Fees 7315 · Veterinary Fees Rabies Certific 7316 · Spay & Neuter	425.56 140.56 2,389.20	1,343.50 13.00 473.00
7317 · TNR Spay & Neuter 7318 · Cruelty Case	-195.00 320.00	0.00 0.00
Total 7300 · Veterinary Fees	3,080.32	1,829.50
Total Expense	34,742.14	46,728.23
Net Ordinary Income	-835.75	-13,160.27
Other Income/Expense Other Income 8050 · Interest Income	0.00	19.73
Total Other Income	0.00	19.73
Net Other Income	0.00	19.73
Net Income	-835.75	-13,140.54

Hamblen County Government Personnel Committee

Tuesday, November 12, 2019 Hamblen County Courthouse – Large Courtroom

MINUTES

Members Present:
Thomas Doty, Wayne NeSmith, Howard Shipley, Jeff Akard, Eileen Arnwine, Randy DeBord, Taylor Ward

Members Absent:
None

Call to Order

Chairman Thomas Doty called the meeting to order at 6:50 p.m.

Visitors Wishing to Address the Committee

None

Old Business

None

New Business

a. Approval of Longevity Pay Submissions

Motion (Jeff Akard/Taylor Ward, all in favor) to approve the Longevity Pay Submissions for November, 2019.

Items of Interest (No Action Necessary)

None

Adjournment

There being no further business Chairman Doty adjourned the meeting at 6:51 p.m.



PERSONNEL COMMITTEE

Thomas Doty *Chairman*

Wayne NeSmith *Vice-Chairman*

Howard Shipley *Ex-Officio*

Jeff Akard *Member*

Eileen Arnwine *Member*

Randy DeBord *Member*

Taylor Ward *Member*

Hamblen County Government PERSONNEL COMMITTEE

Tuesday, November 12, 2019
Immediately Following Adjournment of Finance Committee
Large Courtroom – Hamblen County Courthouse

AGENDA

- 1. Call to Order Chairman Thomas Doty
- 2. Visitors Wishing to Address the Committee Chairman Thomas Doty (Visitors will allotted 5 minutes to speak)
- 3. Old Business Chairman Thomas Doty
 - a. None
- 4. New Business Chairman Thomas Doty
 - a. Approval of Longevity Pay Submissions
- 5. Items of Interest (No Action Necessary) -Chairman Thomas Doty
 - a. None
- 6. Adjournment Chairman Thomas Doty

HAMBLEN COUNTY, TENNESSEE OFFICE OF COUNTY MAYOR LONGEVITY PAY APPLICANTS PRESENTED TO PERSONNEL COMMITTEE ON November 12, 2019

LONGEVITY

Last Name	First Name	Hire Date	Years of Service	Amount	Notes
Bain	Steven	9/27/2018	3	\$225.00	9/22/14 through 9/30/16 then 9/27/18.
Brown	Dianna	10/17/2016	3	\$225.00	
Coffey	Kim	11/4/2016	3	\$225.00	
Henry	Terry	10/17/2016	3	\$225.00	
Perez	Joscelyne	10/7/2016	3	\$225.00	

Hamblen County Government Public Services Committee

Tuesday, November 12, 2019 Hamblen County Courthouse – Large Courtroom

MINUTES

Members Present

Tim Goins, Jim Stepp, Howard Shipley, Jeff Akard, Eileen Arnwine, Bobby Haun, Tim Horner, Joe Huntsman, Sr., Wayne NeSmith

Members Absent

None

Call to Order

Chairman Goins called the meeting to order at 6:51 p.m.

Visitors Wishing to Address the Committee

Gwen Holden

Old Business

None

New Business

- a. Resolution to Amend the Zoning Map of Hamblen County, TN by Rezoning Tax Map 013O, Parcel 018.00, District 04, 8020 E. Andrew Johnson Highway, Whitesburg, TNnn37891 from C-1 to A-1 Motion (Wayne NeSmith/Tim Horner, all in favor), to approve Resolution ___ to amend the zoning map of Hamblen County, Tennessee by rezoning Tax Map 0130O, Parcel 018.00, Address 8020 E. Andrew Johnson Highway, Whitesburg, TN 37891 from C-1 to A-1.
- b. Resolution Authorizing Hamblen County to make an Application for the 2020 Community Development Block Grant (CDBG) Program

 Motion (Tim Horner/Bobby Haun), to approve Hamblen County to make Application for a 2020 Community Development Block Grant Program to fund a new firetruck for the West Hamblen County Volunteer Fire Department.
- c. Resolution Authorizing the Hamblen County Sheriff's Department to apply for the Jefferson Federal Charitable Foundation Grant
 - Motion (Tim Horner/Jim Stepp), to authorize the Hamblen County Sheriff's Department to apply for the Jefferson Federal Charitable Foundation Grant used to purchase a speed trailer.
- Resolution Declaring Hamblen County as a "Second Amendments Sanctuary County".
 Motion (Jeff Akard/Bobby Haun), to approve the resolution.
- e. Surplus Items-Hamblen County Jail

 Motion (Joe Huntsman, Sr./Tim Horner, all in favor), to accept the recommendation to surplus items requested from the Jail.
- f. Approval of 2020 Regularly Scheduled Meetings of the Hamblen County Commission/Committees Calendar
 - Motion (Jim Stepp/Bobby Haun, all in favor), to accept the 2020 Regularly Scheduled Meetings of the Hamblen County Commissioners/Committees Calendar.

g. Courthouse Audio System Upgrade

Motion (Howard Shipley/Wayne NeSmith, all in favor), to authorize county Mayor's office to
prepare specifications and solicit a bid for new audio and video system for the large courtroom in
the courthouse.

Items of Interest (No Action Necessary)

None

Adjournment

There being no further business Chairman Goins adjourned the meeting at 7:05 p.m.

Hamblen County Government PUBLIC SERVICES COMMITTEE



PUBLIC SERVICES COMMITTEE

Tim Goins *Chairman*

James Stepp *Vice-Chairman*

Howard Shipley *Ex-Officio*

Jeff Akard *Member*

Eileen Arnwine *Member*

Bobby Haun *Member*

Tim Horner *Member*

Joe Huntsman, Sr. *Member*

Wayne NeSmith *Member*

Tuesday, November 12, 2019
Immediately Following Adjournment of Personnel 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 013O, Parcel 018.00, District 04, 8020 E. Andrew Johnson Highway, Whitesburg, TN 37891 From C-1 to A-1-Lori Matthews, Planning Consultant
 - b. Resolution Authorizing Hamblen County to Make Application for a 2020 Community Development Block Grant-County Mayor Bill Brittain
 - c. Resolution Authorizing the Hamblen County Sheriff's Department to apply for the Jefferson Federal Charitable Foundation Grant-County Mayor Bill Brittain
 - d. Resolution Declaring Hamblen County a "Second Amendments Sanctuary County"-County Mayor Bill Brittain
 - e. Surplus Items- Hamblen County Jail-County Mayor Bill Brittain
 - f. Approval of 2020 Regularly Scheduled Meetings of the Hamblen County Commission/Committees-County Mayor Bill Brittain
 - g. Courthouse Audio System Upgrade-County Mayor Bill Brittain
- 5. Items of Interest (No Action Necessary) Chairman Tim Goins
 - a. None
- 6. Adjournment Chairman Tim Goins

RESOLUTION # 19-18

A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLEN COUNTY, TENNESSEE, BY REZONING DISTRICT 04, TAX MAP 013O, GROUP A, PARCEL 018.00 8020 E. ANDREW JOHNSON WHITESBURG, TN. 37891 FROM C-1 TO A-1 NOVEMBER 21, 2019

WHEREAS, The Hamblen County Planning Commission heard the request to amend the Hamblen County Zoning Map from C-1 to A-1 on the parcel listed above located outside the Urban Growth Boundary:

WHEREAS, The Hamblen County Planning Commission does recommend the rezoning request:

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

Motion was made by				
Second by	.			
Voting For:	Voting Against:			
ATTEST:				
County Clerk				
AUTHENTICATED:				
County Mayor				
Date				

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO:

Hamblen County

FROM:

Lori Matthews, Senior Planner for Morristown

DATE: SUBJECT: October 24, 2019 Rezoning Request

BACKGROUND -

Ms. Regina Howard and Jason Felknor have submitted a request to rezone their property at 8020 East Andrew Johnson Highway from its current designation of C1 (Commercial District) to A1 (Agricultural and Forestry) to accommodate placement of a modular home. The property, under ½ half acre in size, is located in Whitesburg, just east of the Simpson and Silver City Roads intersection with 11E. (outside UGB)

The property owner had been notified by County Staff that the existing residential structure is in a state of disrepair and needs to be demolished. Since then, the owner has asked if a single wide mobile home would be permitted to replace the dilapidated building.

As residential uses are not permitted within the County's commercial (C1) district, the property would need to be rezoned to a designation which permitted both residential dwellings as well as mobile homes.

Though zoned for commercial, the entire block, minus one parcel, between Silver City and East Sun Streets is used exclusively for single family homes, several of which are single wide mobile homes. There is a vacant business building at the intersection of East Andrew Johnson and Silver City Road. Farther west is a recently constructed Dollar General Store and recycling business. Due to the lack of sanitary sewer availability in this area, the likelihood of future commercial business extending east of Silver City Road is highly unlikely.

RECOMMENDATION -

As properties to the north and south are all zoned A1 and are used predominantly for farming and residential housing, Staff would recommend the property be rezoned to A1 (Agriculture/Forestry). As this zoning district allows both residential and mobile homes as uses by right, placement of a residential mobile home would be in compliance with the County's Zoning Resolution.





Zoning Request Form

Notice to Applicants: Prior to the rezoning request being placed on the agenda for the appropriate Planning Commission consideration, the applicant shall furnish to the appropriate Planning Department the following information:

1.	Date: 9-23-2019
2.	Name of Property Owner(s): Thomas & Regina Howard
	Mailing Address: 8028 E. Andrew Johnson Hwy. Whitesburg, TN. 37891
	Telephone #: (Home) 423-231-0165 (Other)
3.	Name of Applicant/Agent: Same as above
	Mailing Address:
	Telephone #: (Home) (Other)
4.	Property Identification Information:
	District Approximate Parcel Size:
	Tax Map: 0130 Group: A Control Map: Parcel: 018.00
	Lot:Subdivision:
	Property Address: 8020 E. Andrew Johnson Hwy. Whitesburg, TN. 37891
5.	Nature of Request:
	Zoning Change: (From) C-1-Commercial to A-1-Agriculture
	Proposed Use: Placement of a Single Wide Mobile Home
	Planning Office Use Only
	ne Date to Return to Planning Department: October 11, 2019
	ne Date to Post Sign on Property: October 11, 2019
	Planning Commission Review: November 4, 2019
	n of Meeting: Small Courtroom, Main Courthouse
Letters	have been sent to adjoining property owners/Sign has been posted on the property
Public N	Notice-November 6, 2019
Commi	ttee Meeting-November 12, 2019

Legislative Body Meeting-November 21, 2019

Resolution	19_	19		
Kesoludon	1 7 -	1/		

AUTHORIZING HAMBLEN COUNTY TO MAKE A 2020 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

WHEREAS, the Community Development Block Grant (CDBG) Program as administered by the State of Tennessee offers grants to local jurisdiction to fund sewer and water line extensions, sewer and water system upgrades, as well as community livability projects, and

WHEREAS, the Community Development Block Grant (CDBG) Program also offers a deduction in the percentage match for three star communities, and

WHEREAS, the match for the 2020 (CDBG) for Hamblen County is 19% with the three star incentive bringing the match to 15% or \$55,588.24, based on a \$315,000 grant limit, and

NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Legislative Body approves the application for a total not to exceed \$370,588.24, of which \$315,000 will be CDBG grant funds and the remainder will be a local match to purchase a new fire truck and other firefighting equipment for the West Hamblen VFD.

BE IT FURTHER RESOLVED, the West Hamblen County Volunteer Fire Department agrees to provide \$10,000.00 of the \$55,588.24.00 match from its annual appropriation from County government.

Duly passed and approved this 21 st da	y of November 2019.
County Mayor	Chairman
Attest:	
	Notary:
County Clerk	
	Date:



To: Hamblen County Commissioners

From: Bill Brittain, County Mayor

Date: November 4, 2019

Re: Jefferson Federal Charitable Foundation Grant - Hamblen County Sheriff's Department

The Hamblen County Sheriff's department would like to apply for a Jefferson Federal Charitable Foundation Grant. If awarded, the money will be used to purchase a speed trailer. This is a non-matching grant. I am asking for approval to apply for this grant.

Resolution	19- 20	
IXCSOLUTION	1)-40	

A RESOLUTION OF THE COUNTY COMMISSON OF HAMBLEN COUNTY, TENNESSEE AUTHORIZING THE 2019 QUARTER FOUR JEFFERSON FEDERAL CHARITABLE FOUNDATION GRANT APPLICATION

Resolution authorizing submission of an application for a Jefferson Federal Charitable Foundation Grant in the fourth quarter of calendar year 2019 and authorizing the acceptance of said grant.

Whereas, the Hamblen County Commission intends to apply for the aforementioned grant from the Jefferson Federal Charitable Foundation, and

Whereas, the contract for the grant for the calendar year 2019 quarter four will impose certain legal obligations upon Hamblen County.

Now, therefore, be it resolved:

- 1. That Bill Brittain, County Mayor of Hamblen County, is hereby authorized to apply on behalf of Hamblen County for a grant from the Jefferson Federal Charitable Foundation Quarter Four grant application for the calendar year 2019.
- 2. That should said application be approved by the Jefferson Federal Charitable Foundation, then Bill Brittain of Hamblen County is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the grant by Hamblen County.

Approved at the regular meeting held on the 21st day of November, 2019.

County Mayor	Chairman
Attest:	
G , GI I	Notary:
County Clerk	Date:

What does it mean to live in a Second Amendment Sanctuary?



By Robert Grant | Posted: Wed 11:27 PM, Oct 23, 2019 | Updated: Thu 12:31 PM, Oct 24, 2019

MARYVILLE, Tenn. (WVLT) -- Second Amendment Sanctuary counties and cities are popping up across the country, including several in East Tennessee.

Sevier and Jefferson County most recently passed a resolution. Roane, Loudon, Monroe, and Blount counties also passed the sanctuary county resolutions aimed at protecting citizens' 2nd Amendment right.

"The sanctuary law says we protect the second amendment first, and therefore we don't necessarily have to abide by that gun control law," Mark O'Gorman, a political science professor at Maryville College, said.

O'Gorman said they started after the Parkland high school shooting sparked an increase in gun control advocacy. In a gun sanctuary, O'Gorman said new laws wouldn't necessarily have to be enforced.

Robbie Paskiewicz is the owner of Knoxville Shooting Range. He supports gun sanctuaries and said the goal is to allow people to protect themselves with legal firearms and fight against the government confiscating firearms.

"It's not guns killing people, it's the mentality of the person," he said.

But is the sanctuary resolution a law? O'Gorman said typically federal law trumps local law.

He said, "You're definitely seeing localities make a political statement with these type of sanctuary laws."

It's a statement not everyone agrees with. Sara Thompson, a chair of the Sevier County Democrats said, "In other words they're wanting to pick and choose the laws. I didn't think county commission should make a decision on that."

Sevier County passed the resolution Monday, October 23.

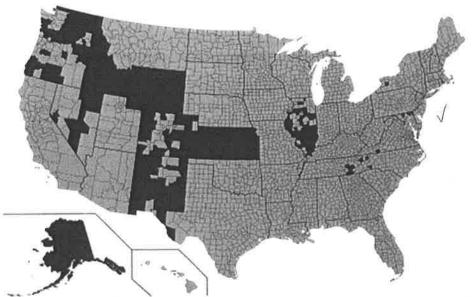
O'Gorman said he expects judges and DAs to soon weigh in on the sanctuaries. In the meantime, he said it puts a lot of responsibility in the hands of local law enforcement.

Several sheriffs have said it's a statement and won't change the way they enforce laws.

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Second Amendment sanctuary

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States and counties that have passed Second Amendment sanctuary resolutions

Second Amendment sanctuary refers to resolutions adopted by some jurisdictions in the United States to not expend resources to enforce certain gun control measures perceived as violative of the Second Amendment. The resolutions oppose emergency protection orders, enforcement of gun background checks, and red flag laws that permit police or family members to petition a state court to order the temporary removal of firearms from a person.^[1]

Examples of the resolutions include the **Second Amendment Preservation Ordinance** in Oregon^[2] and the **Second Amendment Protection Act** in Kansas.^[3] The "sanctuary" nomenclature is an allusion to sanctuary cities, jurisdictions that have resolved to not assist federal enforcement of immigration laws against illegal aliens. [43[53[6]72]

Resolution 19-21

A RESOLUTION OF THE HAMBLEN COUNTY COMMISSION DECLARING SUPPORT OF THE SECOND AMENDMENT TO THE UNITED STATES CONSTITUTION

WHEREAS, the Second Amendment to the United States Constitution, adopted in 1791 as part of the Bill of Rights, protects the inalienable and individual right of the people to keep and bear arms; and

WHEREAS, the United States Supreme Court in District of Columbia v. Heller, 554 U.S. 570 (2008), affirmed an individual's right to possess firearms, unconnected with service in a militia, for traditionally lawful purposes, such as self-defense within the home; and

WHEREAS, the United States Supreme Court in McDonald v. Chicago, 561 U.S. 742 (2010), affirmed that the right of an individual to "keep and bear arms," as protected under the Second Amendment, is incorporated by the Due Process of the Fourteenth Amendment against the states; and

WHEREAS, the United States Supreme Court in United States v. Miller, 307 U.S. 174 (1939) opined that firearms that are part of ordinary military equipment, or with use that could contribute to the common defense are protected by the Second Amendment; and

WHEREAS, it is the desire of the Hamblen County Commission to declare its support of the Second Amendment to the United States Constitution and to protect the inalienable and individual right to keep and bear arms; and

WHEREAS, the Hamblen County Board of Commissioners each took an oath to support and defend the United States Constitution and the laws which are not deemed unconstitutional by a court of competent jurisdiction.

NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Board of Commissioners hereby has, declared Hamblen County to be a

Second Amendment Sanctuary County

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION ATTEST

Date, 2019	
County Mayor	Chairman
Attest:	
	Notary:
County Clerk	
	Date:
	Return to Regular Calendar



To: Hamblen County Commission

From: Bill Brittain

Date: November 4, 2019

Re: Surplus Items Hamblen County Jail

The Hamblen County Jail would like to surplus the following items.

1) IP Security Cameras 25 sets (replaced in 2017).

2) Electronic fingerprint machine – Brand: Crossmatch; Model: ID500. Includes case, keyboard and platen only.

2020 REGULARLY SCHEDULED MEETINGS OF THE HAMBLEN COUNTY COMMISSION

Notice is hereby given to all members of the County Commission of Hamblen County, Tennessee, to all residents of the County, and to any interested persons that for the calendar year 2020, the regularly scheduled meetings of the Hamblen County Commission and their Committees will be held on the following dates:

Month Meeting Dates

January

Committees Monday, January 13, 2020 County Commission Thursday, January 23, 2020

February

Committees Monday, February 10, 2020 County Commission Thursday, February 20, 2020

March

Committees Monday, March 9, 2020 County Commission Thursday, March 19, 2020

April

Committees Monday, April 13, 2020 County Commission Thursday, April 23, 2020

May

Committees Monday, May 11, 2020 County Commission Thursday, May 21, 2020

June

Committees Monday, June 8, 2020 County Commission Thursday, June 18, 2020

July

Committees Monday, July 13, 2020 County Commission Thursday, July 23, 2020

August

Committees Monday, August 10, 2020 County Commission Thursday, August 20, 2020

September

Committees Monday, September 14, 2020 County Commission Thursday, September 24, 2020

October

Committees Tuesday, October 13, 2020 County Commission Thursday, October 22, 2020

November

Committees Monday, November 9, 2020 County Commission Thursday, November 19, 2020

December

Committees Monday, December 7, 2020 County Commission Thursday, December 17, 2020

Committee meetings are held at 5:30 p.m. in the third floor large courtroom of the Hamblen County Courthouse. Commission meetings are held at 5:00 p.m. in the third floor large courtroom of the Hamblen County Courthouse.

There will be considered at such meetings any items which might properly be heard at regular meetings of the County Commission Committees and County Commission. This notice is given pursuant to Title 8, Chapter 44, Tennessee Code Annotated.

Howard Shipley

Chairman, Hamblen County Commission



November 7, 2019

To:

Public Service Committee

Hamblen County Commission

From:

Bill Brittain, County Mayor

Re:

Courtroom Audio System

IT Manager Jeff Atkins has been researching sound systems that would improve the audio quality for the large courtroom in the Historic Courthouse and for court proceedings and county commission meetings.

His research has found a wireless audio system that will allow up to 16 microphones and some public plug-ins in the designated video area will cost between \$25,000 - \$30,000. This cost does not include improvements to the video recording system.

Jefferson County installed a new audio/video presentation system (no recording capability) in its courtroom using wireless technology a few years ago. It cost \$55,000.

Does the Commission want our IT Department to prepare specifications and solicit bids for a new audio system for the courtroom and does the commission want the specifications to include updates to the video recording system? The budget does <u>not</u> include money for this project and will need to be appropriated if the commission decides to proceed with this upgrade.

This topic is an item for discussion on the Public Service Committee agenda for the November 12 meeting.

Hamblen County Government Justice Center/Jail Project Committee

Monday, November 18, 2019 Hamblen County Courthouse - Large Courtroom

MINUTES

Members Present

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

Members Absent

None

Call to Order

Chairman Horner called the meeting to order at 5:30 p.m.

<u>Visitors Wishing to Address the Committee</u>

Macey Noe, Edna Greene, Gwen Holden, Linda Noe, Anita DeHunt, Teresa Archer

Old Business

None

New Business

a. Resolution to Hold a Referendum on a \$85,000,000 (Eighty-five million) Bond Issue - Commissioner Wayne NeSmith addressed the Committee asking members to vote to place the \$85,000,000 bond issue proposed for the Justice Center/Jail Project and the West High School Renovations on a referendum. Chairman Horner explained to the Commissioners that a "yes" vote is a vote for the referendum and a "no" vote is a vote against placing a referendum on the ballot.

Motion (Wyane NeSmith/Jeff Akard) to hold a referendum on the \$85 million Bond Issue.

	Yes	No	Pass	Abstain	Absent
1	Jeff Akard	Eileen Arnwine			
2	Chris Cutshaw	Randy DeBord			
3	Bobby Haun	Thomas Doty			
4	Wayne NeSmith	Tim Goins			
5		Tim Horner			
6		Joe Huntsman, Sr.			
7		Mike Minnich			
8		Howard Shipley			
9		Jim Stepp			
10		Taylor Ward			

4 Yes- 10 No Motion Fails

b. Detailed Bond Resolution - Mayor Brittain recommended to the Committee the approval of the \$20 million Detailed Bond Resolution tabled at the October County Commission Meeting that would finance the West High Renovations and the continued planning of the Justice Center/Jail Project.

Motion (Howard Shipley/Tim Goins) to approve the \$20 million Detailed Bond Resolution with up to \$12 million designated for the West High Renovation.

	Yes	No	Pass	Abstain	Absent
1	Eileen Arnwine	Jeff Akard			
2	Chris Cutshaw				
3	Randy DeBord				
4	Thomas Doty				
5	Tim Goins				
6	Bobby Haun				
7	Tim Horner				
8	Joe Huntsman, Sr.				
9	Mike Minnich				
10	Wayne NeSmith				
11	Howard Shipley				
12	Jim Stepp				
13	Taylor Ward				

13 Yes- 1 No Motion Passes

c. Discuss Justice System Space Needs – Judges Dugger, Pearson, Snider and Collins discussed the space needs of the judicial system in the existing justice center. Don Baird of the Community Service Work Program also noted his need for more office space. Mayor Brittain explained the Circuit Court Clerk needs more space for office operations and filing.

No Action was taken.

d. Discussion of the next phase of the project design. – Bryan Payne of Moseley Architects reviewed with the commission the floor plan design of the justice system building and the "radial" design of the inmate housing units. He explained the floor plan is the result of the schematic design phase and could change through the design process. The next phase of the design process is the Design Development Phase.

Motion (Jim Stepp/Joe Huntsman, Sr.) to proceed to the Design Development Stage of the Justice Center/Jail project.

	Yes	No	Pass	Abstain	Absent
1	Eileen Arnwine	Jeff Akard			
2	Chris Cutshaw	Wayne NeSmith			
3	Randy DeBord				
4	Thomas Doty				
5	Tim Goins				
6	Bobby Haun				
7	Tim Horner				
8	Joe Huntsman, Sr.				
9	Mike Minnich				
10	Howard Shipley				
11	Jim Stepp				
12	Taylor Ward				

12 Yes - 2 No Motion Passes

e. Purchase of the Hale Property – Mayor Brittain addressed the committee about the purchase of the Hale Property on West Second North Street to develop for office space and parking for the courthouse.

**Motion (Howard Shipley/Jim Stepp) to purchase the Hale property to be used for office space, storage and a new parking lot.

	Yes	No	Pass	Abstain	Absent
1	Eileen Arnwine	Jeff Akard			
2	Chris Cutshaw	Wayne NeSmith			
3	Randy DeBord				
4	Thomas Doty				
5	Tim Goins				
6	Bobby Haun				
7	Tim Horner				
8	Joe Huntsman, Sr.				
9	Mike Minnich				
10	Howard Shipley				
11	Jim Stepp				
12	Taylor Ward				

12 Yes - 2 No Motion Passes

<u>Items of Interest (No Action Necessary)</u>

a. None

<u>Adjournment</u>

There being no further business Chairman Horner adjourned the meeting at 7:23 p.m.



JUSTICE CENTER/JAIL PROJECT COMMITTEE

Tim Horner *Chairman*

James Stepp Vice-Chairman

Eileen Arnwine *Member*

Jeff Akard *Member*

Chris Cutshaw *Member*

Randy DeBord *Member*

Thomas Doty *Member*

Tim Goins *Member*

Bobby Haun *Member*

Joe Huntsman, Sr. *Member*

Mike Minnich *Member*

Wayne NeSmith *Member*

Howard Shipley *Member*

Taylor Ward *Member*

Hamblen County Government JUSTICE CENTER/JAIL PROJECT COMMITTEE

Monday, November 18, 2019

Large Courtroom-Hamblen County Courthouse

AGENDA

- 1. Call to Order Chairman Tim Horner
- 2. Visitors Wishing to Address the Committee Chairman Tim Horner (Visitors will be allotted 5 minutes to speak)
- 3. Old Business Chairman Tim Horner None
- 4. New Business Chairman Tim Horner
 - a. Resolution to Hold a Referendum on the \$85,000,000 (Eighty-Five Million) Bond Issue-Commissioner Wayne NeSmith
 - b. Detail Bond Resolution to Fund West High School Project/Continue Justice Center/Jail Planning-Mayor Bill Brittain
 - c. Discuss Justice System Space Needs-Mayor Bill Brittain, Bryan Payne (Review Concept), Judges and Clerk for Comments
 - d. Discussion on next Phase of Project Design-Mayor Bill Brittain
 - e. Discussion on Purchase of Hale Property and Parking Lot Development-Mayor $Bill\ Brittain$
- 5. Items of Interest (No Action Necessary) Chairman Tim Horner
 - a. None
- 6. Adjournment Chairman Tim Horner

Resolution	No.	

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

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

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

WHEREAS, the Board of County Commissioners of the County did adopt an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$85,000,000 for the purposes described above on October 24, 2019; and

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

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

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

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

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

- (a) "Bonds" means the not to exceed \$20,000,000 General Obligation Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.
- (b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.
- (c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.
 - (d) "County Mayor" shall mean the County Mayor of the County.
- (e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.
- (f) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.
- (g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.
- (h) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.
- (i) "Projects" means: (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, parks and recreations facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing.
- (j) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

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

- (a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.
- (b) The Governing Body finds that the Municipal Advisor has provided the Governing Body with sufficient information regarding the estimated interest expense relating to the Bonds and costs of issuance of the Bonds for the Governing Body to make an informed decision in connection with the issuance of the Bonds in compliance with the County's Debt Management Policy.

<u>Section 4.</u> <u>Authorization and Terms of the Bonds.</u>

- (a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects and costs incident thereto; reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$20,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate per annum permitted by law at the time of issuance of each series of the Bonds, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing on the June 1st or December 1st following the issuance of the series of Bonds being issued or such other date as is established pursuant to Section 8 hereof. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, each series of the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided and subject to adjustment as provided herein, over a period that does not exceed thirty (30) years from the date of issuance of the applicable series of Bonds in such a manner that all Bonds issued pursuant to this resolution shall provide for approximately level debt service in each year following the construction period of the Projects.
- (b) Subject to the adjustments permitted under Section 8 hereof, Bonds maturing on June 1, 2030 and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, 2029 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

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

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.
- (c) Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of

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

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

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

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

- The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.
- Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the

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

- The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment included therein completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.
- (i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.
- (j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND

REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

- (k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.
- (l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The

Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

<u>Section 5.</u> <u>Source of Payment.</u> The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

<u>Section 6.</u> <u>Form of Bonds</u>. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED Number			REGISTERED
	UNITED STATES STATE OF TI COUNTY OF GENERAL OBLIGATION	ENNESSEE HAMBLEN	
Interest Rate:	Maturity Date:	Date of Bond:	CUSIP No.:
Registered Owner:			
Principal Amount:			

FOR VALUE RECEIVED, Hamblen County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on June 1, 2020, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _________, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest

payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the bookentry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing June 1, 2030 and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, 2029 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing ______ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected in the manner described above with respect to the partial optional redemption of a single maturity of the Bonds. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity Redemption Date Principal Amount of Bonds Redeemed

*Final Maturity

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

payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

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

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County for the purposes of providing funds for: (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, parks and recreations facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior

expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance of the bonds authorized therein, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on October 24, 2019 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk as of the date hereinabove set forth.

HAMBLEN COUNTY, TENNESSEE

	By:	
	County Mayor	
ATTESTED:		
County Clerk		

Transferable and payable at the principal corporate trust office of:	
Date of Registration:	
This Bond is one of the issue of Bond	s issued pursuant to the Resolution hereinabove described.
	Registration Agent
	By:
	By:Authorized Officer
(FORM	1 OF ASSIGNMENT)
	dersigned sells, assigns and transfers unto (Please insert
Federal Identification or Social Security Nur Hamblen County, Tennessee, and	mber of Assignee
Dated:	•
	NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.
Signature guaranteed:	
NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent	

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

- (a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98.0% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an Internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.
- (b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.
 - (c) The County Mayor is further authorized with respect to each series of Bonds to:
 - (1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds:
 - (2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof:
 - (3) establish the first interest payment date on the Bonds, or any series thereof, provided that such date is not later than twelve months from the dated date of such series of Bonds:
 - (4) establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not be later than thirty (30) years from the date of issuance of each series of the Bonds and (C) the debt service on any series of the Bonds shall not result in balloon indebtedness that requires the approval of the Director of State and Local Finance.
 - (5) Establish, adjust or remove the County's optional redemption provisions of each series of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;
 - (6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and
 - (7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

- (d) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the County Mayor shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.
- (e) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.
- (f) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.
- (g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such 20-day period.

<u>Section 9.</u> <u>Disposition of Bond Proceeds</u>. The proceeds of the sale of the Bonds shall be disbursed as follows:

- (a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds; and
- the remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2019 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested at the direction of the Finance Director in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

Section 10. Official Statement. The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Mayor and the County Clerk, or either of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

- <u>Section 11.</u> <u>Discharge and Satisfaction of Bonds</u>. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:
- (a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;
- (b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or
 - (c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or obligations of any agency or instrumentality of the United States, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

- (a) The County intends that the Bonds will be issued as tax-exempt bonds under the Code. If so issued, the County hereby covenants that it will take all such actions as are necessary under the Code so that the Bonds will qualify and continue to qualify for such tax-exemption, including, without limitation, not permitting the use of any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". The County further covenants that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.
- (b) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.
- (c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.
- Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its

obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

- <u>Section 14.</u> <u>Reasonably Expected Economic Life.</u> The "reasonably expected economic life" of the Project within the meaning of Sections 9-21-101, <u>et seq.</u>, Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.
- <u>Section 15.</u> <u>Resolution a Contract.</u> The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.
- <u>Section 16.</u> <u>Separability</u>. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.
- <u>Section 17.</u> <u>Repeal of Conflicting Resolutions and Effective Date.</u> All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

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

	County Mayor	
Attested:	• •	
County Clerk		

Duly adopted and approved on October 24, 2019.

STATE OF TENNESSEE)
COUNTY OF HAMBLEN)

I, Penny Petty, certify that I am the duly qualified and acting County Clerk of Hamblen County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on October 24, 2019; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's General Obligation Bonds.

WITNESS my official signature on October _____, 2019.

County Clerk

27141961.2