

- I. CALL TO ORDER
- II. ROLL CALL
- III. PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. PUBLIC HEARING – None
- VI. ***APPROVAL & CORRECTIONS OF THE AGENDA**
- VII. APPROVAL OF THE MINUTES
***Regular Monthly (Voting) Session** of the Jefferson County Board of Commissioners, Monday, September 16, 2019
- VIII. APPEARANCE OF CITIZENS
Citizens who wish to address the Board for items of concern that may or may not be on the agenda need to complete a "Citizen Input Form" located on the table just inside the courtroom and hand the completed form to the Commission Chairman before the meeting "Call to Order."
- IX. ***APPROVAL OF NOTARIES & BONDS** (Handout)
- X. REPORTS FROM ELECTED OFFICIALS, DEPARTMENT HEADS, & OTHERS
 1. County Mayor – Mark Potts (Handout)
 - A. ***Resolution 2019-56**, Resolution to Honor Randy Baxley for his 25 years of Service as Commissioner of District 3 in Jefferson County, Tennessee. *(Presenters Commissioners Michael Phagan and Paul Lowe)*
 - B. ***Interlocal Vehicle Lease and use Agreement** – Grainger County
 2. Jefferson County Chancery Court – Nancy Humbard (4QYER19/1QR19 Handouts)
 3. Jefferson County Circuit / Sessions Court Clerk – Kevin Poe (Handouts 1QR19)
 - A. ***Jefferson County Circuit, General Sessions and Juvenile Court Clerk's Office Personnel Policy Amendment**
 4. County Clerk – Frank Herndon (Handout 1QR19)
 5. Highway Superintendent – Charles Tipton (Handout 1QR19)
 5. Register of Deeds – Ed Stiner (Handout 1QR19)
 6. Sheriff – Jeff Coffey (Handout 1QR19)
 7. County Trustee – Jennifer Boling Hall (Handout 1QR19)
 8. County Attorney – Doug Drinnon
 9. Department / Director Reports
 - A. Building Inspector – Rob Wilson (Handout 1QR19)
 - B. Jefferson County Sanitation Department Solid Waste Director – David Gaut (Monthly Handout)
 - C. Director of Schools – Dr. Shane Johnston (Handout)
 - D. Emergency Communications District Executive Director – Justin Crowther (Handout 1QR19)
 - E. Emergency Medical Service Director – Brad Phillips (Handout 1QR19)
 - F. Environmental Services Director – Tom Carter (Handout 1QR19)
 - G. Director – Langdon Potts, (Handouts)
 - i. Financial Reports (August/September)
 - ii. ***Resolution 2019-54**, Resolution to Declare as Surplus for County Clerk of Jefferson County to Dispose of said Office Equipment.
 - iii. ***Resolution 2019-57**, Resolution of the Governing Body of Jefferson County, Tennessee, Authorizing the Issuance, Sale, and Payment of General Obligation Interfund Loan Capital Outlay Notes in an Aggregate Principal Amount of not to Exceed Eight Hundred Fifty Thousand Dollars (\$850,000)

- H. Health Department County Director – Sherrie Montgomery (*Handout 1QR19*)
- I. UT Extension – Jefferson County Director & 4-H Agent – Karen Nelms (*Handout 1QR19*)
- J. Veterans Service Officer – Curtis Hudson (*Handout 1QR19*)
- K. Wheel Tax Compliance Officer – Tim Satterfield (*Handout 1QR19*)
- 10. Reports of Committees, Boards & Commissions
 - A. **Budget Committee – Chairman/Commissioner John Neal Scarlet** (*Handouts*)
 - i. County Amendments
 - a. **General Fund 101 – BA #6**
 - b. **Capital Fund 171- BA #3**
 - c. **Landfill Fund 207 – BA #2**
 - ii. School Amendments
 - a. **General Purpose Fund 141 – BA #6**
- 11. Chamber of Commerce – President and CEO Darrell Helton (*Handouts 1QR19*)
- 12. Non – Profits
 - A. Boys and Girls Club of Dumplin Valley, Chief Executive Officer, Jessica Page
 - B. Companion Animal Rescue and Education, Honey Miller/Jan Frederick (*Handout 1QR19*)

XI. NEW BUSINESS

- 1. ***County Mayor – Mark Potts, Jefferson County Board of Commissioners Vacant Seat District 3.**
- 2. ***Commissioner Marc Reed** – Resolution 2019-55, Resolution Recommending that Private Property Rights Protection in the State of Tennessee be improved by Eliminating the “Blight Area” Designation that Enables Cities and Counties to take Non-Blighted Property by Eminent Domain as part of an Urban Renewal Plan or Blight Remediation Project.
- 3. ***Commissioners Todd Kesterson and Paul Lowe** – Resolution 2019-51, Resolution of the Governing Body of Jefferson County, Tennessee Declaring Jefferson County, Tennessee, a Second Amendment Sanctuary County.

XIII. ANNOUNCEMENTS

- A. Items of Information for Commissioners
***STAR, BOLD, ITALIC, AND UNDERLINE ITEMS ON AGENDA ARE BUSINESS ITEMS TO BE DISCUSSION OR VOTED ON AT MEETINGS. ALL OTHER ITEMS ARE INFORMATIONAL.**
- B. Fire and Rescue Departments
 - 1. Baneberry VFD (*Handout 1QR19*)
 - 2. Chestnut Hill VFD
 - 3. Dandridge VFD (*Handout 1QR19*)
 - 4. Jefferson City FD
 - 5. Jefferson County Rescue Squad
 - 6. Kanas-Talbott VFD
 - 7. Lakeway Central VFD
 - 8. New Market VFD
 - 9. Parrotts Chapel Community FD
 - 10. White Pine VFD (*Handout 1QR19*)
- C. **Libraries**
 - 1. Dandridge Memorial Public Library (*Handout 1QR19*)
 - 2. Jefferson City Public Library (*Handout 1QR19*)
 - 3. Parrot-Wood Memorial Library
 - 4. White Pine Public Library (*Handout 1QR19*)

D. Public Meetings

Jefferson County Commission Regular Quarterly (*Voting*) Session, Monday, October 21, 6:30 P.M., Jefferson County Courthouse Main Courtroom

Jefferson County Board of Zoning Appeals and Regional Planning Commission, Tuesday, October 22 and November 26, 6:00 P.M., Jefferson County Courthouse Main Courtroom

Jefferson County Budget Committee Meeting, Tuesday, November 12, 5:30 or 6:00 P.M. (Time determined later)

Jefferson County Commission Regular Work Session, Tuesday, November 12, 6:30 P.M., Jefferson County Courthouse Main Courtroom

Jefferson County Commission Regular Monthly (*Voting*) Session, Monday, November 18, 6:30 P.M., Jefferson County Courthouse Main Courtroom

XIV. ADJOURN

STATE OF TENNESSEE

COUNTY OF JEFFERSON

BE IT REMEMBERED THAT, the Monthly Session of the Jefferson County Board of Commissioners began and was held in and for the aforementioned State and County on the 16th day of September 2019 A.D. at 6:30 P.M., at the Jefferson County Courthouse in Dandridge, Tennessee. Present and Presiding were Chairman, Mayor Mark Potts; County Clerk Frank Herndon; and the following County Commissioners answering to Roll Call Docket Book 4 Page 64 to-wit: Katy Huffaker, Todd Kesterson, Steve Douglas, Jimmy Dale Patterson, Randy Baxley, Paul Lowe, Edna Langley, Tim Seals, Sammy Solomon, Ralph “Gene” Eslinger, Randy Bales, John Neal Scarlett, Ronny Coleman, Terry Dockery, Jimmy Carmichael, Anthony “A.J.” Walker, Marcus Reed, and Hilda “Heidi” Thomas. Eighteen (18) members were present, three (3) were absent: Michael Phagan, Greg Byrd, and Robert Blevins.

The Meeting was called to order by Chairman Potts. An invocation was given by Chaplain Steve Douglas, Commissioner Ronny Coleman led the Pledge of Allegiance.

ELECTION OF COMMISSION OFFICERS

Chair – Commissioner Seal nominated Mayor Potts; Commissioner Carmichael provided a second. Hearing no further nominations Commissioner Douglas moved that nominations cease, and Mayor Potts be elected by acclamation, Commissioner Scarlett provided a second and with a Roll Call vote taken 18-0 (in favor: all present) and Mayor Potts was **elected** Commission Chair.

Chair Pro Tempore – Commissioner Solomon nominated Commissioner Kesterson, seconded by Commissioner Huffaker. Hearing no further nominations, Commissioner Scarlett moved that nominations cease and Commissioner Kesterson be elected by acclamation. Commissioner Bales provided a second and a Roll Call vote was taken 18-0 (in favor: all present) and Commissioner Kesterson was **elected** Chair Pro Tempore.

Parliamentarian – Commissioner Solomon nominated Commissioner Scarlett, Commissioner Huffaker provided a second. Hearing no further nominations, a Roll Call vote was taken 17-1 (in favor: Huffaker, Kesterson, Douglas, Patterson, Baxley, Lowe, Langley, Seals, Solomon, Eslinger, Bales, Coleman, Dockery, Carmichael, Walker, Reed, and Thomas) and Commissioner Scarlett was **elected** Parliamentarian.

Chaplain – Commissioner Carmichael nominated Commissioner Douglas; Commissioner Lowe provided a second. Hearing no further nominations, a Roll Call vote was taken 18-0 (in favor: all present) and Commissioner Douglas was **elected** Chaplain.

APPROVAL & CORRECTIONS OF THE AGENDA:

Chairman Potts requested a motion to suspend the rules and amend the agenda to add the Baby Safe Grant as an item of discussion and a budget amendment for the library board to the agenda. Commissioner Solomon moved to suspend the rules and add the aforementioned items to the agenda. Commissioner Carmichael provided a second, and a Roll Call vote was taken 18-0 (in favor: all present) and the rules were **suspended**. Commissioner Solomon moved to approve the agenda as amended, a second was provided by Commissioner Bales, a Roll Call vote was taken, and the agenda was **approved** as amended 18-0 (in favor: all present).

APPROVAL OF THE MINUTES:

Commissioner Coleman moved to approve the minutes of the Jefferson County Board of Commissioners, July 15, 2019 Regular Monthly Session. Commissioner Solomon seconded the motion and the minutes were **approved** with a Roll Call vote 18-0 (in favor: all present).

APPEARANCE OF CITIZENS:

Roger Cameron – District 3: Spoke in opposition of the purchase of the Shular building in downtown Dandridge.
Karen Collins – District 3: Spoke in opposition to the rezoning of property located at Hwy 25/70 and Oak Grove Rd.

APPROVAL OF NOTARIES & BONDS:

Commissioner Coleman moved to approve the list of notaries as presented, Commissioner Kesterson seconded the motion. With a Roll Call vote, the motion **carried**, 18-0 (in favor: all present), and the below named applicants for Notary Public were **approved** providing the proper bonds or property affidavits are filed in the office of the County Clerk.

Baily S. Marshall	Carole A. Bernard	Cathy Carter	Cynthia Hollett
Dianne M. Rorie	Jean M. Riley	Jill L. Molzon	Katie Williams
Kayla Dawn Tate	Lea Becker	Melina Gregg Rogers	Morgan Askew
Nancy Leann Sutton	Pamela Walker	Rebecca Malone Moak	Ralph L. Sherrod
Phil Shoup	Sammy Solomon	Samantha Hollingsworth	Ashley Archer
Charles R. Rada	Garrett Payne	Janet T. Huser	Mike French
Patricia R. Rada	Tonya S. Kelley		

REPORTS FROM ELECTED OFFICIALS, DEPARTMENT HEADS, AND OTHER OFFICIALS:

A. Board of Health Members Appointments:

1. Reappointment – John J. McGraw, M.D. – Term October 2019 – October 2023
2. Reappointment – Rhonda Click, R.N. – Term October 2019 – October 2023
3. Reappointment – Wesley Cowan, D.Ph. – Term October 2019 – October 2023
4. Reappointment – Dale Bryant, D.D.S. – Term October 2019 – October 2023

B. County Mayor, Mark Potts – Mayoral Appointments

1. E-911 Communication Board
 - a. Reappointment – Billy John Cureton – Term October 2019 – October 2023
2. EMS Board
 - a. Reappointment – Phil Ownby – Term October 2019 – October 2022
 - b. Reappointment – Colin McRae – Term December 2019 – December 2022
3. Ethics Committee
 - a. Reappointment – Commissioner, Heidi Thomas – Term October 2019 – October 2020
 - b. Reappointment – Commissioner, Todd Kesterson – Term October 2019 – October 2020
 - c. Reappointment – Commissioner, Jimmy Dale Patterson – Term October 2019 – October 2020
 - d. Reappointment – Commissioner, Sammy Solomon – Term October 2019 – October 2020
 - e. Reappointment – Highway Superintendent, Charles Tipton – Term October 2019 – October 2020
4. Jefferson Health Care Foundation Board of Directors
 - a. Reappointment – Roger Mynatt – Term September 2019 – September 2022
5. Regional Planning Commission/Board of Zoning Appeals
 - a. Appointment – Bobby Collins (RPC & BZA) – Term September 2019 – September 2023

6. Jefferson County Sanitation Commission

a. Reappointment – Arlie Ball – Term October 2019 – October 2022.

The above Board of Health and Mayoral appointments were moved for confirmation as a group by Commissioner Scarlett, seconded by Commissioner Seal, with a Roll Call vote 18-0 (in favor: all present) the appointments were **confirmed**.

C. Director of Schools, Dr. Shane Johnston

1. Dr. Johnston advised Commissioners and the public that a School Board Work Session that had been scheduled for next week had been cancelled.

2. Dr. Johnston extended an invitation to Commissioners for the official dedication of the Welding program at JCHS on Friday September 27, 2019 at 2:30 PM.

D. Finance Director, Langdon Potts

1. June & July 2019 Financial Reports, presented and filed.

2. Baby Safe Grant, for information only, Mr. Potts made commissioners aware of a grant that was being applied for through the General Sessions Judge's Office. He stated no action was needed at this time.

3. Budget Amendment: General Fund 101, Amendment #5 – Mr. Potts stated that this amendment was needed to keep the county in compliance with their Public Library Maintenance of Effort Agreement. The amendment was moved for approval by Commissioner Scarlett, a second was provided by Commissioner Bales. A Roll Call vote was taken, and the amendment was **approved** 18-0 (in favor: all present).

E. Solid Waste Director, David Gaut – Cell Construction, Closure, and Permitting report presented and filed.

REPORTS OF COMMITTEES, BOARDS, & COMMISSIONS:

A. Nominating Committee Appointments:

1. Agriculture Extension Committee

a. Reappointment – Commissioner, Jimmy Carmichael – Term December 2019 – December 2021

b. Reappointment – Farm Man, Robbie Reece – Term December 2019 – December 2021

c. Reappointment – Farm Woman, Carla Byrd – Term December 2019 – December 2021

2. Building Inspection Board of Appeals

a. Reappointment – Commissioner, Jimmy Carmichael – Term September 2019 – September 2021

b. Reappointment – Licensed Realtor, Ed Franklin – Term September 2019 – September 2021

c. Appointment – Citizen, Chuck Catlett – Term September 2019 – September 2021

d. Appointment – Certified Home Inspector, Steve Motruk – Term September 2019 – September 2021

3. Conservation Board

a. Reappointment – Citizen, Charles Crosby – Term September 2019 – September 2022

4. Finance Committee

a. Reappointment – Commissioner, Edna Langley – Term September 2019 – September 2020

b. Reappointment – Commissioner, Katy Huffaker – Term September 2019 – September 2020

c. Reappointment – Commissioner, Randy Bales – Term September 2019 – September 2020

d. Reappointment – Commissioner, Terry Dockery – Term September 2019 – September 2020

5. Industrial Development Board.

a. Appointment – Curt Evans – Term September 2019 – September 2025

b. Reappointment – Danny Shelton – Term September 2019 – September 2025

Hearing no nominations from the floor, Commissioner Huffaker moved to approve all the above nominating committee appointments as a group, Commissioner Solomon provided a second. A Roll Call vote was taken 18-0 (in favor: all present) and the above-named nominees were **approved**.

- B. Chamber of Commerce – Director of Tourism, Lauren Hurdle: Presented information on the Lakeside of the Smokies (LOTS) Balloon Festival and requested the County Commissions approval of the event and all associated activities. Approval was granted on a motion by Commissioner Walker, seconded by Commissioner Seals. A Roll Call Vote was taken, and the motion **carried** 18-0 (in favor: all present).

OLD BUSINESS:

- A. Facilities Committee – Chairperson/Commissioner Katy Huffaker: The facilities committee presents the following motion – “To offer \$925,000 plus associated costs for the property located at 1222 Gay Street Dandridge, TN. Financing would be at the direction of the Finance Director – four-year note using debt service fund. There is no real estate commission involved.” Commissioner Carmichael moved to amend the motion from \$925,000 to \$800,000 without the owner completing any promised work prior to purchase. The motion was seconded by Commissioner Douglas. A Roll Call vote was taken and the motion to amend **failed** 7-11 (in favor: Kesterson, Douglas, Eslinger, Bales, Scarlett, Carmichael, and Walker). Commissioner Kesterson amended the motion to \$900,000, a second was provided by Commissioner Huffaker. A Roll Call vote was taken and the motion to amend **carried** 11-7 (in favor: Huffaker, Kesterson, Douglas, Baxley, Lowe, Langley, Eslinger, Coleman, Dockery, Reed, and Thomas). A Roll Call vote was taken on the facilities committee recommendation as amended and the recommendation **failed** for lack of simple majority of the full body 10-7 (in favor: Huffaker, Kesterson, Baxley, Lowe, Langley, Eslinger, Coleman, Dockery, Reed, and Thomas).
- B. Public Service Committee – Chairman/Commissioner Jimmy Carmichael, **Resolution 2019-08** – Resolution Adopting Regulations Regarding Care and Restraint of Dogs and Cats in Jefferson County. Commissioner Carmichael presented the Resolution on behalf of the Public Service Committee after an initial draft was completed by the Jefferson County High School Service Learning Class. A Roll Call vote was taken on **Resolution 2019-08** and it was **approved** 16-2 (in favor: Huffaker, Kesterson, Douglas, Patterson, Lowe, Langley, Seals, Solomon, Eslinger, Bales, Coleman, Dockery, Carmichael, Walker, Reed, and Thomas).

NEW BUSINESS:

- A. Mark Potts, Mayor:
1. **Resolution 2019-42:** Acceptance of the Proposal of the Tennessee Department of Transportation (TDOT) to Construct a Project Designated as Federal Project Number: BR-I-40-8 (139), State Project Number: 45002-1135-94, County of Jefferson, Pin Number: 106301.00, I-40 at S.R. – 113, Exit 424 Interstate 40 Bridge over the French Broad River. Commissioner Carmichael moved **Resolution 2019-42** for approval, Commissioner Kesterson provided a second. With a Roll Call vote taken, **Resolution 2019-42** was **approved** 18-0 (in favor: all present).
- B. Compliance Officer, Commissioner Tim “Pop” Seals
1. **Resolution 2019-44,** Resolution amending the zoning map of Jefferson County, Tennessee by Rezoning requested property from A-1 to C-2, for property located at Highway 25/70 & Oak Grove Rd in Dandridge, Tennessee, owned by Sandra Elizabeth Huskey (Rezoning 069.05 of Jefferson County Tax Map Parcels 059). A motion to approve was provided by Commissioner Solomon, seconded by Commissioner Carmichael. With a Roll Call vote taken, and **Resolution 2019-44** was **approved** 15-1-2 (in favor: Kesterson, Douglas, Patterson, Lowe, Langley, Solomon, Eslinger, Bales, Scarlett, Coleman, Dockery, Carmichael, Walker, Reed and Tomas, Commissioner Seals abstained and Commissioner Huffaker abstained with cause).

C. Sheriff, Jeff Coffey

1. **Resolution 2019-50**, Resolution for Local Government participation in the electronic monitoring indigency fund in Jefferson County, Tennessee. On a motion by Commissioner Solomon, seconded by Commissioner Reed, **Resolution 2019-50** was **approved** with a Roll Call vote 18-0 (in favor: all present).

D. Finance Director – Langdon Potts

1. **Resolution 2019-40**, Resolution of the Governing Body of Jefferson County, Tennessee, Authorizing the Issuance, Sale, and Payment of General Obligation Interfund Loan Capital Outlay notes in an aggregate principal amount of not to exceed Four Hundred Thousand Dollars (\$400,000). Commissioner Solomon provided a motion to approve, seconded by Commissioner Seals. A Roll Call vote was taken, and **Resolution 2019-40** was **approved** 16-2 (in favor: Huffaker, Kesterson, Baxley, Lowe, Langley, Seals, Solomon, Eslinger, Bales, Scarlett, Coleman, Dockery, Carmichael, Walker, Reed, and Thomas).
 2. **Resolution 2019-43**, Resolution Correcting the Scrivener's error, regarding the Tax Rate in the Tax Levy Resolution 2019-27 in Jefferson County, Tennessee for Fiscal Year Beginning July 1, 2019. A motion to approve was provided by Commissioner Solomon, seconded by Commissioner Seals. A Roll Call vote was taken, and **Resolution 2019-43** was **approved** 18-0 (in favor: all present).
 3. **Resolution 2019-45**, Resolution to declare as surplus and to authorize the Emergency Medical Service of Jefferson County to surplus said equipment (Eleven (11) old Ferno Ambulance Cots). A motion to approve was provided by Commissioner Seals, seconded by Commissioner Solomon, a Roll Call vote was taken, and **Resolution 2019-45** was **approved** 18-0 (in favor: all present).
 4. **Resolution 2019-47**, Resolution to declare as surplus and to authorize the Sheriff's Department of Jefferson County to transfer said equipment. Two vehicles each to Jefferson County High School and Jefferson County Highway Department. A motion to approve was provided by Commissioner Solomon, seconded by Commissioner Reed, a Roll Call vote was taken, and **Resolution 2019-47** was **approved** 17-0-1 (in favor: Huffaker, Kesterson, Douglas, Patterson, Baxley, Lowe, Langley, Seals, Solomon, Eslinger, Bales, Scarlett, Dockery, Carmichael, Walker, Reed, and Thomas, Commissioner Coleman Abstained).
 5. **Resolution 2019-48**, Resolution to declare as surplus and to authorize the Sheriff's Department of Jefferson County to donate said equipment. One vehicle to Carson Newman University and two vehicles to the Hancock County Sheriff's Office. A motion to approve was provided by Commissioner Solomon, seconded by Commissioner Carmichael, a Roll Call vote was taken, and **Resolution 2019-48** was **approved** 17-0-1 (in favor: Huffaker, Kesterson, Douglas, Patterson, Baxley, Lowe, Langley, Seals, Solomon, Eslinger, Bales, Scarlett, Dockery, Carmichael, Walker, Reed, and Thomas, Commissioner Coleman Abstained).
 6. **Resolution 2019-49**, Resolution to declare as surplus and to authorize the Sheriff's Department of Jefferson County to dispose of said equipment. Two vehicles to be auctioned and three vehicles to be crushed. A motion to approve was provided by Commissioner Solomon, seconded by Commissioner Douglas, a Roll Call vote was taken, and **Resolution 2019-49** was **approved** 17-0-1 (in favor: Huffaker, Kesterson, Douglas, Patterson, Baxley, Lowe, Langley, Seals, Solomon, Eslinger, Bales, Scarlett, Dockery, Carmichael, Walker, Reed, and Thomas, Commissioner Coleman Abstained).
- E. Jefferson Park Administrator/CEO, Roger Mynatt: **Resolution 2019-46**, An Initial Resolution Determining to Issue General Obligation Bonds of the Jefferson County, Tennessee, in an aggregate principle amount of not to exceed eleven million dollars (\$11,000,000). A motion to approve was provided by Commissioner Dockery, seconded by Commissioner Seals. A Roll Call vote was taken, and **Resolution 2019-46** was **approved** 18-0 (in favor: all present).

F. Budget Committee, Chairman John Neal Scarlett

1. County Amendments

- a. General Fund 101, Amendment #3: **Approved** on a Roll Call vote 18-0 (in favor: all present).
- b. Highway Fund 131, Amendment #1: **Approved** on a Roll Call vote 18-0 (in favor: all present).
- c. Capital Fund 171, Amendment #1: **Approved** on a Roll Call vote 18-0 (in favor: all present).
- d. Landfill Fund 207, Amendment #2: **Approved** on a Roll Call vote 18-0 (in favor: all present).
- e. General Fund 101, Amendment #4: **Approved** on a Roll Call vote 18-0 (in favor: all present).

2. School Amendments

- a. General Purpose Fund 141, Amendments #2, #3, #4, #5: **Approved** on a Roll Call vote 17-0-1 (in favor: Huffaker, Kesterson, Douglas, Patterson, Baxley, Lowe, Langley, Seals, Eslinger, Bales, Scarlett, Coleman, Dockery, Carmichael, Walker, Reed, and Thomas, Commissioner Solomon Abstained).
- b. Food Service Fund 143, Amendment #1: **Approved** on a Roll Call vote 18-0 (in favor: all present).

Hearing no further business before the commission, a motion to adjourn was offered by Commissioner Solomon, a second was offered by Commissioner Coleman and with no objection voiced, the meeting was **adjourned** at 7:22 PM.

County Commission Chair, Mayor Mark Potts

County Clerk, Frank C. Herndon

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

BATCH # PENDING

AS A CLERK OF THE COUNTY OF JEFFERSON, TENNESSEE I HEREBY CERTIFY TO
THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
NOTARY PUBLIC DURING THE OCTOBER 21, 2019 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. CAROLYN C VOILES	PO BOX 186 JEFFERSON CITY TN 37760	865.761.0324	PO BOX 710 DANDRIDGE TN 37725	865.397.3800	WESTERN SURETY COMPANY
2. CARROLL NEWMAN	1435 COLLINS RD NEW MARKET TN 37820	865.548.6608	153 E BROADWAY BLVD JEFFERSON CITY TN 37760	865.475.9909	STATE FARM
3. DEBRA LYNN CHEEK	910 NICHOLS RD DANDRIDGE TN 37725	865.567.8039	PO BOX 987 WHITE PINE TN 37890	865.712.7462	WESTERN SURETY COMPANY
4. DONNA STINSON	526 MUTTON HOLLOW RD NEW MARKET TN 37820	407-718-7040	2401 DUTCH VALLEY DR KNOXVILLE TN 37918	--	TRAVELERS CASUALTY AND SURETY
5. FARRAH S NEWMAN	1435 COLLINS RD NEW MARKET TN 37820	865.475.0958	153 E BROADWAY BLVD JEFFERSON CITY TN 37760	865.548.6609	
6. GINA JACOBS	823 FIG WAY JEFFERSON CITY TN 37760	086-528-2603	153 E BROADWAY BLVD JEFFERSON CITY TN 37760	865.475.9909	
7. JAMES D HUTCHINS	101 E. MEETING ST DANDRIDGE TN 37725	865-919-6204	101 E. MEETING ST DANDRIDGE TN 37725	865-919-6204	STATE FARM
8. JESSICA JARRELL POORE	1734 SAMS DRIVE DANDRIDGE TN 37725	423-620-9080	238 GOOSE CREEK RD DANDRIDGE TN 37725	865-397-9444	WESTERN SURETY COMPANY
9. LAUREN MARIE HURDLE	359 MORIE RD DANDRIDGE TN 37725	865-256-0325	706 JUSTICE CENTER DR DANDRIDGE TN 37725	865-397-3939	RLI INSURANCE CO
10. LINDA TIPTON	125 OAK HILL CIRCLE APT 88 JEFFERSON CITY TN 37760	865-368-7305	490 HWY 92 N JEFFERSON CITY TN 37760	865-471-0069	
11. LISA BONILLA	1502 SMOKY VIEW DRIVE DANDRIDGE TN 37725	865-397-8709	6037 W AJ HWY TALBOTT TN 37877	423-307-1552	WESTERN SURETY COMPANY
12. MEGAN B SHELTON	145 MOORE HOLLOW RD NEWPORT TN 37821	423.237.7930	1201 GIBSON LN DANDRIDGE TN 37725	865.397.6690	
13. MICHAEL CLEVINGER	2208 E HIGHWAY 25 70 DANDRIDGE TN 377255436	865-712-6052	2208 E HIGHWAY 25 70 DANDRIDGE TN 377255436	--	
14. MIKE NORTON	825 SUMMITT RIDGE RD DANDRIDGE TN 377256417	865-382-1203	1114 WASTEWATER RD DANDRIDGE TN 377254829	865-397-2925	
15. MIRRANDA SEXTON HUMBARD	2564 MILL SPRINGS CHURCH RD NEW MARKET TN 37820	865.223.1531	519 HWY 25 WHITE PINE TN 37890	865.674.2834	
16. QUARRINNA N WISECARVER	175 TURNER LN MOHAWK TN 37810	423-312-2621	238 GOOSE CREEK RD DANDRIDGE TN 37725	865-397-9444	WESTERN SURETY COMPANY
17. TAMMY LYNN LONGMIRE	498 HIGHWAY 139 DANDRIDGE TN 37725	865-323-5133	498 HIGHWAY 139 DANDRIDGE TN 37725	865-323-5133	STATE FARM
18. TANA BENSON	1011 BARKER DR WHITE PINE TN 378903803	865-591-6622	1114 WASTEWATER RD DANDRIDGE TN 377254829	865-397-2925	



Frank C. Henderson
SIGNATURE

CLERK OF THE COUNTY OF JEFFERSON, TENNESSEE

10-9-18
DATE

JEFFERSON COUNTY, TENNESSEE BOARD OF COMMISSIONERS

RESOLUTION NO. 2019-56

A RESOLUTION TO HONOR RANDY BAXLEY FOR HIS SERVICE AS COMMISSIONER OF JEFFERSON COUNTY, TENNESSEE OF DISTRICT 3

WHEREAS, Randy Baxley has served the residents of Jefferson County, Tennessee, with dedication, integrity, and uncompromising principal for twenty-five years; and

WHEREAS, Randy Baxley has served and worked to promote the well-being and advancement of Jefferson County during both difficult and good times, and

WHEREAS, Randy Baxley is worthy of special recognition and appreciation for his dedicated service of twenty-five years, now therefore

BE IT RESOLVED, that the Jefferson County Board of Commission recognizes and gratefully acknowledges the exemplary spirit, service, and commitment of Randy Baxley, and

BE IT FURTHER RESOLVED, that the Jefferson County legislative body commemorates the spirit of a dedicated and cherished colleague who worked tirelessly towards the development of our community, and finally

BE IT FURTHER RESOLVED that this resolution be presented to Randy Baxley and a copy be spread across the minutes of this County Commission meeting to be a permanent record of thanks and gratitude to Randy Baxley.

Adopted this the 21st day of October, 2019.

ATTEST:

Frank E. Herndon, Jefferson County Clerk

APPROVED:

Mark Potts, Commission Chairman and
Mayor of Jefferson County, Tennessee

INTERLOCAL VEHICLE LEASE AND USE AGREEMENT

This Interlocal Vehicle Lease and Use Agreement (hereinafter referred to as "Agreement") made and entered in this _____ day of _____, 20____, by and between JEFFERSON COUNTY, TENNESSEE (hereinafter referred to as "LESSOR," and GRAINGER COUNTY, TENNESSEE, hereinafter preferred to as "BORROWER."

WITNESSETH

This Agreement is entered into for the expressed purpose of LESSOR leasing to BORROWER to use a certain vehicle described as follows:

(hereinafter referred to as "Vehicle") subject to the terms and condition of this Agreement. For and in consideration of the mutual premises contained herein, the parties agree as follows:

1. LESSOR will lease to BORROWER for BORROWER'S emergency medical services activities the Vehicle as hereinafter described, upon the terms and conditions contained herein.
2. BORROWER shall only use the Vehicle for the purpose of conducting emergency medical services activities and for no other purposes. BORROWER shall perform all necessary maintenance and up-keep of the Vehicle, and BORROWER shall be responsible for fueling the Vehicle.
3. BORROWER agrees that drivers of the Vehicles shall: (1) be at least eighteen (18) years of age, (2) possess a valid driver's license with an F endorsement, (3) have a minimum of two years licensed driving experience, (4) have a good driving record, (5) must be trained in the operation of the Vehicle and recognize the hazards of operating the Vehicle, and _____

_____.
4. BORROWER'S use of the Vehicle shall conform to and comply with all federal, state, and local laws, statutes, rules, and regulations.
5. BORROWER'S mayor, managing agent, director, or president shall at all times supervise the use of the Vehicle.

6. BORROWER, at the end of any lease period of the Vehicle, shall restore the Vehicle to its condition prior thereto, which shall include but not be limited to repairs, painting, body work, etc. so that the Vehicle is in the same condition as at the time BORROWER started using the Vehicle. If during the term of this Agreement or during BORROWER'S use, possession, or control of the Vehicle, the Vehicle is damaged to the extent it can no longer be properly used and cannot be repaired so as to restore the Vehicle to its condition and appearance before BORROWER'S possession of the Vehicle, BORROWER shall be responsible for replacing the Vehicle. The determination as to whether the Vehicle can be repaired so as to restore the Vehicle to its condition and appearance before BORROWER'S possession of the Vehicle shall be in the sole discretion of LESSOR.

7. Any damage to the Vehicle and/or any property or equipment contained in the Vehicle that occurs during the term of this Agreement or during BORROWER'S possession, control, or use of the Vehicle shall be the sole responsibility of BORROWER and BORROWER agrees to make any and all repairs to anything which is damaged.

8. BORROWER shall obtain and maintain during the entire term of this agreement a policy or policies of personal injury and property damage liability insurance in the minimum sum of one million dollars (\$1,000,000.00) per occurrence. This policy or policies of insurance shall include, but not be limited to coverage, for BORROWER'S use, possession, and/ or control of the Equipment and any and all services provided by (and/ or failed to be provided by) BORROWER'S employees, contractors, agents, officers, and/ or representatives. Before this Agreement shall become effective and as a condition precedent to the Agreement going into effect, BORROWER shall furnish to LESSOR a certificate of insurance showing that the policy afore required is in effect and the effective dates of the policy is in full force and effect. BORROWER shall provide LESSOR with copies of any renewals of said policy(ies). BORROWER shall also provide LESSOR with any cancellation notices and cause LESSOR to become a certificate holder, regarding said policy(ies). BORROWER will insure that said policy of insurance shall name LESSOR as an additional insured under said policy(ies).

Neither LESSOR, nor any agent, employee, or representative of LESSOR shall in any event be liable for any loss, injury, or damage which may occur in or on the Vehicle or arise in connection with any use, possession, or control of the Vehicle and/ or any and all services provided by (and/ or failed to be provided by) BORROWER'S employees, contractors, agents, officers, and/ or representatives.

BORROWER assume(s) liability for any and all claims for personal injuries, bodily injuries, death, damages, workers' compensation injuries/ claims, or property damage which persons or entities might sustain while using the Vehicle or in connection with BORROWER'S use, possession, or control of the Vehicle. BORROWER will furnish documented proof of insurance in this regard.

BORROWER shall defend, indemnify and hold LESSOR harmless from any and all liability or loss or damages or claims, or any other expenses or obligations resulting from any injury or damages of any nature that arise regarding the Vehicle, any use, possession or control of the Vehicle, and/ or any and all services provided by (and/ or failed to be provided by) BORROWER and/ or BORROWER's employees, agents, contractors, officers, and/ or representatives.

BORROWER shall carry its own casualty insurance on any of BORROWER'S property or equipment located in, on, or about the Vehicle, in whatever amounts BORROWER deems necessary in the exercise of BORROWER'S sound discretion. In any event, BORROWER expressly absolves LESSOR from any and all liability and responsibility for any damage to any property or goods of BORROWER, or to or regarding BORROWER'S officers, agents, servants, and employees, invitees or licensees, or of any other person or corporation located in, on, or about the Vehicle.

9. The parties agree that this Agreement does not create any agency, employer/ employee, or lessor/ lessee relationship between the parties, and the agent, employee, or representative of one party shall not be deemed the employee, agent, or representative of the other party.

10. LESSOR shall not be liable for any claim or cause of action made pursuant to any workers compensation law. BORROWER shall maintain a policy of workers compensation insurance to cover any injury to any of BORROWER'S employees, agents or representatives during the scope and course of employment with BORROWER. BORROWER agrees to defend, indemnify, and hold LESSOR harmless for any and all claims or causes of action made pursuant to any workers compensation laws.

11. Any one of the following events shall constitute a default or breach of this agreement by BORROWER:

- a. failure to maintain the Vehicle in a manner consistent with the above stated purposes and uses;
- b. failure to maintain insurance as described above;

- c. failure to conform or comply with any condition of this Agreement;
- d. if BORROWER shall cease in existence, or cease to actively function; or
- e. if BORROWER shall become bankrupt, or have any type of insolvency proceeding instituted as to it, or become insolvent.

12. Effect of Default: In the event of any default hereunder as set forth in paragraph ten (11), the rights of LESSOR shall be as follows:

- a. LESSOR shall have the right to cancel and terminate this Agreement and all the rights of BORROWER hereunder by giving verbal or written notice of termination of this Agreement. BORROWER shall immediately relinquish possession and control of said Vehicle and return said Vehicle to LESSOR upon receipt of said verbal or written notice of termination.
- b. LESSOR shall have the right to pursue claims for damages, specific performance and/ or all other claims, remedies or causes of action pursuant to law.

13. BORROWER understands and agrees that LESSOR may at any time need to use the Vehicle or obtain possession of the Vehicle, and thus, despite any other term of this Agreement, LESSOR may elect, at any time for any reason to terminate this Agreement and all the rights of BORROWER hereunder by giving verbal or written notice of termination of the Agreement. BORROWER shall immediately relinquish possession and control of said Vehicle and return said Vehicle to LESSOR upon receipt of said verbal or written notice of termination.

14. This agreement may not be assigned nor may any lease or sublease of the Vehicle be made. Any attempted assignment or sublease, notwithstanding any other provision hereof, terminates this Agreement. BORROWER may not allow persons or entities, other than BORROWER'S agents, employees, and representatives to use the Vehicle.

15. It is understood and agreed between the parties hereto that verbal or written notice of any kind delivered to BORROWER or any of BORROWER'S agents, employees, or representatives shall constitute sufficient notice to BORROWER.

16. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. If any claim or cause of action, regarding this Agreement arises between the parties, the parties agree that jurisdiction and venue for any such cause of action shall be in the Circuit Court of Jefferson County,

Tennessee. The parties waive any privilege or defense of venue and jurisdiction and voluntarily submit to the jurisdiction and venue of the Circuit Court of Jefferson County, Tennessee. The invalidity or unenforceability of any provision hereof shall not affect or impair the remaining provisions.

17. This Agreement contains the entire Agreement between parties and cannot be changed except by written instrument subsequently executed by the parties hereto.

18. No provision of this Agreement shall be construed as requiring LESSOR to allow BORROWER to use any vehicle in the future. BORROWER must complete and execute this Agreement and submit all other documents described in this Agreement at least two days (48 hours) prior to the expected date of use.

19. Subject to the other terms and provisions of this Agreement, the term of the use of the Vehicle shall be for a 14 day period, beginning on _____. Extensions of additional 14 day periods may be granted verbally only by _____. If an extension is granted, any and all terms and provisions of this Agreement shall remain in full force and effect.

20. BORROWER shall pay LESSOR as follows: _____

20. The provisions of this Agreement described in paragraphs 6, 7, 8, 9, & 10 shall survive the termination, cancellation or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their signature by their duly authorized representatives of the day and date first written above.

JEFFERSON COUNTY, TENNESSEE (LESSOR)

BY: _____

TITLE: _____

DATE: _____

GRAINGER COUNTY, TENNESSEE (BORROWER)

BY: _____

TITLE: _____

DATE: _____



765 JUSTICE CENTER DR. SUITE 2
DANDRIDGE TENNESSEE 37725

CIRCUIT, GENERAL SESSIONS
& JUVENILE COURT SYSTEM

TELEPHONE 865.471.6000
FACSIMILE 865.397.4894

JeffersonCircuit.com

Jefferson County Circuit, General Sessions and Juvenile Court Clerk's Office Personnel Policy Amendment

Whereas, the Office of Jefferson County Circuit, General Sessions and Juvenile Court Clerk presently follows the base personnel policies adopted by the Board of Commissioners of Jefferson County, Tennessee (hereinafter the "CLB");

Whereas, pursuant to TCA § 5-23-103(c)(1)(A), any county official whose employees are governed by the base personnel policies adopted by the county legislative body shall have the right to adopt separate base personnel policies applicable to the employees of such official's office by filing approved base personnel policies with the county legislative body once annually, on or before November 30 each year; and

Whereas, the Jefferson County Circuit, General Sessions and Juvenile Court Clerk (hereinafter the "Clerk") desires to adopt separate personnel policy provisions, regarding certain absences of the Clerk's employees and continue to follow the remainder of base personnel policies adopted by the CLB;

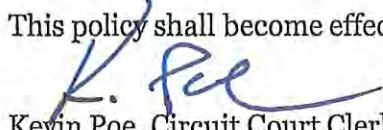
The Jefferson County Circuit, General Sessions and Juvenile Court Clerk submits the following policy to the CLB for inclusion in the minutes of the body and filing in the office of the county clerk:

Any absences in excess of three (3) work days within a thirty (30) day period, which are based upon an employee's claim of sickness, shall require a doctor's certificate. If the employee is absent in excess of three (3) work days within a thirty (30) day period and does not produce a doctor's certificate, said employee shall be suspended without pay for five business days.

Any employee who is absent in excess of three (3) work days within a thirty (30) day period and does not produce a doctor's certificate shall be considered to be in violation of these personnel policies. Nothing in this provision shall prevent the Clerk from taking any other actions with respect to any employee in violation of this provision, including, but not limited to termination, reprimand, etc. Nothing in this provision shall alter the employee's status as an employee at will.

The Office of the Jefferson County Circuit, General Sessions and Juvenile Court Clerk shall continue to follow the remainder of base personnel policies adopted by the CLB. The above policy shall replace any conflicting base personnel policies adopted by the CLB.

This policy shall become effective on October 1, 2019.


Kevin Poe, Circuit Court Clerk
Jefferson County, TN

JEFFERSON COUNTY CLERK
FILED
DATE 8-30-19
FRANK C. HERNDON CLERK



Jefferson County Sanitation Department

P.O. Box 127, Dandridge, TN 37725



October 8, 2019

Class I Cell Construction

The berm construction is complete. Portions of the floor have to be filled 5 – 6 feet to reach subgrade. The clay liner will then begin, which is a two foot thick layer of clay compacted to a lower permeability. The synthetic liner is currently advertised to receive bids.

Class III Closure

The tack on berms are 98 percent complete. Rip rap ditches are being installed. The final components of the pond are being installed also. We will do the seeding and straw and are hopeful for a little moisture before we install for a better chance for success with germination.

Class I Permitting

The permit application has been reviewed by TDEC staff in Nashville and was returned some addition/changes. Attached is the letter from TDEC and a response from our engineer, LDA.



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
KNOXVILLE ENVIRONMENTAL FIELD OFFICE
DIVISION OF SOLID WASTE MANAGEMENT
3711 MIDDLEBROOK PIKE
KNOXVILLE, TENNESSEE 37921-6538
PHONE (865) 594-6035 STATEWIDE 1-888-891-8332 FAX (865) 594-6105

October 1, 2019

David Gaut
Solid Waste Director
Jefferson County Sanitation Department
650 Grove Road,
Dandridge, Tennessee 37725

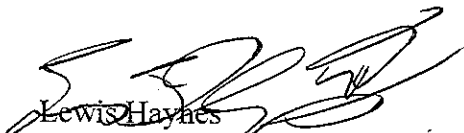
RE: Technical Review – Class I Leachate Collection and Transport Minor Mod
 Notice of Deficiency - Jefferson County Landfill, Class I Landfill, SNL 450000249
 Dandridge, Tennessee


Dear Mr. Gaut:

In accordance with the Regulations Governing Solid Waste Processing and Disposal, Rule Chapter 0400-11-01, the application for an Industrial Landfill has been reviewed for technical merit. Our peer review with the Nashville Central Office has determined the need for additional or revised information in the application text and plans in order to clarify, modify, or supplement the previously submitted material. Comments are attached and the permit process will proceed when the information requested is received.

If you have any questions, please do not hesitate to contact me at (865) 594-5464.

Sincerely,


Lewis Haynes
Environmental Protection Specialist


Revendra Awasthi
Environmental Field Office Manager

cc: DSWM NCO via electronic mail
 Steve Bostic LDA Engineering via electronic mail

Narrative:

1. HELP Model Runs - The flow rate (0.123 cfs) used for sizing the pumps is incorrect. The flow rate needs to be based on the following scenarios:
 - Open condition with no cover and the assumption that no runoff is allowed.
 - Waste with daily cover, assuming a fraction of the area allows for runoff.
 - Waste with intermediate cover, assuming a fraction of the area allows for runoff.
 - Assumption that with final cover, 100% of the area allows for runoff.

Drawings:

2. Sheets 6 and 7:
 - Pond 1 (enlargement of the existing pond) and Pond 2 are shown with the proposed contour lines. Please show full pond designs on separate sheets with full parameters.
 - Include a typical detail of the inter-cell berm.
 - Include a legend for sub cells 2a, 2b, 2c, 2d, 3a, 3b.....etc.
 - The base grades of the cells need to be shown with 2 ft. contour intervals.
 - Provide design calculations for the proposed temporary or permanent ditches associated with storm water runoff.
 - Provide design calculations for sizing the leachate sump.
 - With respect to the leachate pipes connection, the Division recommends leachate pipe welding be butt- or heat -fused.
 - Include crushing strength calculations for the leachate pipes under max loading.
3. Sheets 8 and 9:
 - Show the inter-cell berms.
 - Label sub cells.
4. Sheet 11:
 - Leachate Lateral Berm Detail – Delete the compacted clay berm; the pipe needs to be embedded in gravel/stone only. Furthermore, please specify the stone size and leachate pipes' perforation size and spacing on the plans.
 - Detail Pump Operational Level: Specify perforation size of the 18" pipes.
 - Please specify if the 40-mil final cover liner system be welded to a 60-mil bottom liner system or will it have a separate anchor trench?

David Gaut

From: Steve Bostic <SBostic@ldaengineering.com>
Sent: Monday, October 7, 2019 1:53 PM
To: David Gaut
Cc: Jim Albert
Subject: RE: Permit

David

I have received the letter and, contrary to Dr. Lew's comment, the comments are not "minor". I will respond that some of them that have already been approved and no changes are included on this plan. Some are minor and we will address them. Nonetheless, we will have them addressed and returned to TDEC by November 1st.

As far as the estimate, the numbers I previously got and another one I received late Friday pretty much follow your estimate for installation of the liner. The other numbers look reasonable. I would give them and estimate of \$850K to cover increases that could hit at any time (oil, tariffs, etc.)

Steve Bostic, P.E.
Chief Engineer

LDA Engineering | STRONGER. HAPPIER. COMMUNITIES.
Direct: (865)306-5063 | Mobile: (865)250-5703
www.ldaengineering.com | sbostic@ldaengineering.com



JEFFERSON COUNTY SCHOOLS

“Success and Productivity for Every Student”

County Commission Meeting

October 2019

- Special Invitation to County Commissioners
 - The Lewis Group will present their findings to the Jefferson County Board of School Commissioners during a Work Session on October 24th.
 - Meeting to be held at the Jefferson County Courthouse beginning at 6 PM.
- Welding Program
 - Thanks to all for your support of the implementation of Welding and for those able to attend the dedication ceremony at JCHS on September 27th.
- Athletic Renovation Update
 - Baseline, Inc. continues to complete renovations and upgrades at JCHS
 - Thank you for your support of these projects.
 - Track scheduled to be installed immediately following end of Fall Sports
 - Tennis Courts
 - School system was awarded a grant known as Project Diabetes
 - Grant provided \$150,000 for lighting at the new tennis courts
 - Softball
 - New dugout installed & field adjusted to improve line of sight
 - Hitting facility floor has been concreted and indoor/outdoor surface installed
 - New fencing and backstop installed
- ACT Senior Retake
 - October 15th – Seniors retake the ACT exam on campus
- Upcoming Breaks
 - Fall Break → Teachers and Students out for Fall Break – October 7-11
 - November 11 → Teachers have Professional Development / Students=No School
 - Thanksgiving Break → Teachers and Students out November 27-29
 - Christmas Break → Students last day is Dec 19 / Teachers last day is Dec 20
 - Teachers Return – Friday, January 3, 2020 – Professional Development
 - Students Return – Monday, January 6, 2020
- Middle School CTE Visits
 - December 2019 – 8th grade students touring the CTE department at JCHS

JEFFERSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS

RESOLUTION 2019-54

**RESOLUTION TO DECLARE AS SURPLUS AND TO AUTHORIZE THE
COUNTY CLERK OF JEFFERSON COUNTY TO DISPOSE SAID EQUIPMENT**

WHEREAS, the County Clerk of Jefferson County desires to declare surplus and dispose of certain equipment, which is more particularly described and itemized in the attachment hereto as Exhibit A; and

WHEREAS, the Board of Commissioners of Jefferson County, Tennessee, find that the equipment described and itemized in the attachment hereto as Exhibit A should be declared surplus and said surplus equipment should be disposed of in order to promote public welfare and safety.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Jefferson County, Tennessee, meeting in Regular Quarterly Session on the 21th day of October 2019, in Dandridge, Tennessee, that the equipment described and itemized in the attachment hereto as Exhibit A, is hereby declared to be surplus equipment and the Sheriff's Department is hereby authorized to dispose said property in accordance with state law.

IT IS FURTHER RESOLVED that this resolution shall take effect upon passage, the public welfare requiring it.

Votes: _____
Yes No Abstain

Attest: _____ Date: _____
Frank C. Herndon, County Clerk

Approved: _____ Date: _____
Mark Potts, County Mayor



JEFFERSON COUNTY CLERK

Frank C. Herndon

214 W. Main Street • P. O. Box 710 • Dandridge, Tennessee 37725

865-397-2935 • Fax: 865-397-3839

www.jeffersoncountyttn.gov

Email: pherndon@jeffersoncountyttn.gov

September 30, 2019

Mr. Potts,

The following items are listed on the inventory of the County Clerk and have either failed and the cost of repair would exceed the cost/benefit of replacement, or the items have exceeded their useful life to the service of Jefferson County. It is the request of the County Clerk that these items be declared as surplus by the Jefferson County Commission and disposed of by approved procedures. If you have any questions concerning this surplus list, please feel free to contact me. Thank you for your assistance in this matter.

Signature Pads	Topaz		N/R
Credit Card Mini Swipe	Magtek		N/R
Photo Printer	Canon Selphy CP1300	CD1144	3033
Printer	Lexmark T640	79317C9	
Printer	Lexmark T640	K96010	
Printer	Lexmark T640	K96012	
Printer	Lexmark T640	K96011	
Printer	HP LJ1020	CNB9140428	
Typewriter	Panasonic KX E7000	KN7852	
Wooden Desk			
Wooden Desk		PT000525	525
Copy Machine	Lanier	K8655900236	
Adding Machine	Adler Royal 1248PD	81100983	
Adding Machines	Casio	HR100TM	
Adding Machines	Casio	HR100TE	
Adding Machine	Victor 1240-2	07C000768	
Monitor	HP L1750		
Monitor	Dell Flatscreen		
CPU	HP Pro 3400	MXL215153H	
Confer-Corder	Sony		150
Metal Will Cabinet	Globe-Wernicke	PT0165	165

Sincerely,

Frank C. Herndon

Jefferson County Clerk

**JEFFERSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS**

RESOLUTION 2019-57

**RESOLUTION OF THE GOVERNING BODY OF JEFFERSON COUNTY, TENNESSEE,
AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF GENERAL OBLIGATION
INTERFUND LOAN CAPITAL OUTLAY NOTES IN AN AGGREGATE PRINCIPAL AMOUNT OF
NOT TO EXCEED EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000)**

The Board of County Commissioners of Jefferson County, Tennessee, met in regular session on October 21, 2019, at 6:30 o'clock, p.m. at the Jefferson County Courthouse, Dandridge, Tennessee, with Mark Potts, County Mayor, presiding.

The following Commissioners were present:

The following Commissioners were absent:

There were also present Frank C. Herndon, County Clerk and Mark Potts, County Mayor.

After the meeting was duly called to order, the following resolution was introduced by _____,
seconded by _____ and after due deliberation, was adopted by the following vote:

AYE: _____

NAY: _____

**JEFFERSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS**

RESOLUTION 2019-57

**RESOLUTION OF THE GOVERNING BODY OF JEFFERSON COUNTY, TENNESSEE,
AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF GENERAL OBLIGATION
INTERFUND LOAN CAPITAL OUTLAY NOTES IN AN AGGREGATE PRINCIPAL AMOUNT OF
NOT TO EXCEED EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000)**

WHEREAS, the Governing Body of Jefferson County, Tennessee (the “Local Government”) has determined that it is necessary and desirable to issue not to exceed \$850,000 in aggregate principal amount of capital outlay notes to provide funds for the purpose of (i) the acquisition of land for and construction, improvement, renovation and equipping of landfill facilities, (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing (the "Project"); (iii) reimbursement for funds previously expended for Project costs, if any; and (iv) the payment of costs incident to the issuance and sale of the notes authorized herein; and

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

WHEREAS, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, local governments in Tennessee are authorized to finance the cost of the Project through the issuance and sale of interest bearing capital outlay notes with a maturity of up to three years, with the ability to extend the note two (2) additional times for a total of nine (9) years, upon the approval of the Comptroller of the Treasury or Comptroller’s Designee; and

WHEREAS, under the provisions of §9-21-408 of Title 9 Chapter 21, Tennessee Code Annotated, Local Governments in Tennessee are authorized to make interfund loans in accordance with procedures for issuance of notes in § 9-21-604 of Title 9 Chapter 21 Tennessee Code Annotated.

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of Jefferson County, Tennessee, as follows:

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the County Mayor of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller’s Designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000) (the “Notes”) from the Landfill Fund to the Debt Service Fund (151) upon approval of the Comptroller of the Treasury or Comptroller’s Designee pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated “General Obligation Interfund Loan Capital Outlay Notes, Series 2019 (Federally Taxable)”, shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination (s) of one dollar (\$1.00); shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed three percent (3.00%) per annum, and in no event shall the rate exceed the legal limit provided by law.

**JEFFERSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS**

RESOLUTION 2019-57

Section 2. That, the Notes shall mature not later than three (3) fiscal years after the date of issuance, beginning with the fiscal year after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least 9 years. Provided, however, that the following schedule of payments will occur from the Landfill Fund to the Debt Service Fund: in the year of issuance Zero Dollars (\$0), in year one after the date of issuance Ninety-Five Thousand Dollars (\$95,000), in year two after the date of issuance Ninety-Five Thousand Dollars (\$95,000), and in year three after the date of issuance Six Hundred Sixty Thousand Dollars (\$660,000), but in no event not less than one-ninth (1/9) of the original principal amount of the Notes shall mature without renewal but subject to prior redemption.

Section 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, plus accrued interest.

Section 4. That, the Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the notes, the full faith and credit of the Local Government is irrevocably pledged and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local government over and above all other taxes authorized by the Local government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

Section 5. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the County Mayor of the Local Government and the manual signature of the County Clerk with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the office of the Finance Director of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

Section 6. That, the Notes will be issued in fully registered form and that at all times during which any Notes remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner of the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date of the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

**JEFFERSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS**

RESOLUTION 2019-57

Section 7. That, the Notes shall be in substantially the form authorized by the Comptroller of the Treasury or Comptroller's Designee and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated.

Section 8. The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller's Designee's written approval for the sale of the Notes.

Section 9. That, after the sale of the Notes, and for each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's Designee (the "Director".) The budget shall be kept balanced during the life of the notes. The annual budget shall be submitted to the Director immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's Designee.

Section 10. 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 11. Reimbursement. This resolution shall serve as the expression of official intent of the County to reimburse itself for Project expenditures from proceeds of the notes in an amount not to exceed the amount of the Notes for purposes of Treasury Regulations Section 1.150-2.

Section 12. 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.

Adopted and approved this 21st day of October, 2019.

Attest: _____ **Date:** _____
Frank C. Herndon, County Clerk

Approved: _____ **Date:** _____
Mark Potts, County Mayor

**JEFFERSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS**

RESOLUTION 2019-57

STATE OF TENNESSEE)

JEFFERSON COUNTY)

I, **Frank C. Herndon**, hereby certify that I am the duly qualified and acting County Clerk of Jefferson County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on October 21, 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 \$850,000 General Obligation Interfund Capital Outlay Notes, Series 2019 (Federally Taxable) of said County.

WITNESS my official signature and seal of said County this 21st day of October, 2019.

/s/ Frank Herndon, County Clerk

(SEAL)

**JEFFERSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS**

RESOLUTION 2019-57

**Attachment 1
CAPITAL OUTLAY NOTE FORM**

**Registered
Note #: 1**

**County of Jefferson
Of the
State of Tennessee**

**Registered
\$850,000**

**General Obligation Interfund
Capital Outlay Note, Series 2019
(Federally Taxable)**

Interest Rate: 1.00% **Maturity Date:** June 1, 2023 **Date of Note:** _____, 2019

Registered Owner: Jefferson County Trustee on behalf of the _____ Fund

Principal Amount: Eight Hundred Fifty Thousand Dollars

The County Commission (the “Governing Body”) of Jefferson County, Tennessee (the “Local Government”) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on \$850,000 and thereafter on June 1 of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the Local Government. Both principal of and interest on this note are payable at the office of the Finance Director 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.

**JEFFERSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS**

RESOLUTION 2019-57

Subject to the credit hereinafter provided, the County shall redeem Notes maturing June 1, 2023 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. The dates of redemption and principal amount of Notes to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Notes Redeemed</u>
June 1, 2023	June 1, 2020	\$ 0.00
	June 1, 2021	95,000.00
	June 1, 2022	95,000.00
	June 1, 2023*	660,000.00

***Final Maturity**

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 Governing Body of the Local Government meeting in session on October 21, 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 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 Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

**JEFFERSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS**

RESOLUTION 2019-57

IN WITNESS WHEREOF, Jefferson County, Tennessee, has caused this Note to be signed by its County Mayor with his manual signature and attested by its County Clerk with his manual signature under an impression of the corporate seal of the County, all as of the day and date hereinabove set forth.

BY: _____
Mark Potts, County Mayor

(SEAL)

ATTESTED:

Frank Herndon, County Clerk

**JEFFERSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS**

RESOLUTION 2019-57

ASSIGNMENT

Note No. R-_____.

Amount: \$_____.

For value received, the undersigned hereby sells, assigns and transfers unto

(Name and address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____, attorney-in-fact, to transfer the same on the note register in the office of the _____ or the agent of the Local Government with full power of substitution in the premises.

Date: _____

Assignor: _____

Address: _____

Signature Guaranteed by:_____

NOTE: The signature as to this assignment must correspond with the name as written on the face of the within note in every particular, without alteration, enlargement or any change whatsoever.

JEFFERSON COUNTY, TENNESSEE
2019-2020
GENERAL FUND 101 - AMENDMENT #6
October 2019

FUND BALANCE TOTAL - 110,000.00
RESERVE BALANCE TOTAL - 9,033.33

Budget Com. App'd: _____
County Com. App'd: _____

Item #	1	Property Assessor's Office			Debit	Credit
		46990		Other State Revenues	-	750.00
		52300	101	County Official/Administrative Officer	+	750.00
				Total		750.00 750.00
		Amendment for salary supplement property assessor staff FY19.				
Item #	2	Sheriff's Department			Debit	Credit
		54110	106	Deputies	-	46,666.89
		54110	103	Assistants	+	46,666.89
				Total		46,666.89 46,666.89
		Amendment for salary to be placed in correct expenditure line item for employee.				
Item #	3	County Clerk's Office			Debit	Credit
		34510	CoC	Restricted for General Government - County Clerk	-	6,000.00
		52500	709	Data Processing Equipment	+	6,000.00
				Total		6,000.00 6,000.00
		Amendment to purchase 4 CPU's from BIS and printer upgrades.				
Item #	4	Parrott-Wood Library - Reserves			Debit	Credit
		34535	SP	Restricted for Social, Cultural, Rec Ser - Strawberry Plains Library	-	1,700.00
		56500	336 SP	Maintenance & Repair Services - Equipment	+	200.00
		56500	432 SP	Library Books	+	1,750.00
		56500	437 SP	Periodicals	-	250.00
				Total		1,950.00 1,950.00
		Amendment to purchase 4 CPU's from BIS and printer upgrades.				
Item #	5	Jail			Debit	Credit
		39000		Fund Balance	-	110,000.00
		54210	340	Medical and Dental Services	+	50,000.00
		54210	399	Other Contracted Services	+	60,000.00
				Total		110,000.00 110,000.00
		Amendment for Jail Medical Health Services provided by Southern Health Partners beginning November 1, 2019.				
Item #	6	Dandridge Library - Reserves			Debit	Credit
		34535	DA	Restricted for Social, Cultural, Rec Ser - Dandridge Library	-	1,333.33
		56500	599 DA	Maintenance & Repair Services - Equipment	+	1,333.33
				Total		1,333.33 1,333.33
		Amendment to pay Dandridge Library's portion of the balance on the new website for the county libraries.				

FUND BALANCE TOTAL	-	0.00
RESERVE BALANCE TOTAL	-	0.00

Item #	1	General Capital Projects				Debit	Credit
		47590	GRANT	Other Federal Through State - Health Dept Renovations	+	4,427.42	
		91140	707	GRANT Public Health & Welfare Projects - Building Improv - GRANT	+		4,427.42
		Total				4,427.42	4,427.42
Amendment to budget for 2019-2020 Health Dept GRANT revenue and expenditures.							

FUND BALANCE TOTAL	-	0.00
RESERVE BALANCE TOTAL	-	0.00

Budget Com. App'd: _____
County Com. App'd: _____

Item #	1	Landfill Operation & Maintenance			Debit	Credit
		55754	189	Other Salaries & Wages	-	10,000.00
		55754	336	Maintenance & Repair Services - Equipment	+	10,000.00
		Total			10,000.00	10,000.00
Amendment to cover maintenance expenses due to mechanic not starting until middle of September.						

**JEFFERSON COUNTY SCHOOLS
GENERAL PURPOSE FUND 141
BUDGET AMENDMENT #6
October, 2019**

FUND BALANCE TOTAL	-	0.00
RESERVE BALANCE TOTAL	+	0.00

School Board Approved: 10/3/2019

Budget Com. Approved: _____

Co. Com Approved: _____

1. Regular Instruction Program						Debit	Credit
71100	195	035	Certified Substitutes	-		4,537.50	
71100	198	035	Non-certified Substitutes	-		4,538.50	
71100	116		Teachers	+			8,111.22
71100	204		State Retirement	+			964.78
Total						9,076.00	9,076.00
Amendment requested to change funding for webmasters who will no longer receive sub-release contracted time to maintain school websites. Instead, they will receive a stipend for completing this task outside of the contracted work day.							

2. Student Support/Education Technology/Regular Instruction Program						Debit	Credit
46981		800	Safe Schools Grant	+		165,240.99	
72130	399	800	Other Contracted Services	+			100,000.00
72130	499	800	Other Supplies and Materials	+			40,000.00
72130	790	800	Other Equipment	+			25,240.99
72250	471	800	Software	-		28,000.00	
72210	599	800	Other Charges	+			28,000.00
Total						193,240.99	193,240.99
To recognize additional FY 19-20 and carryover FY 18-19 Safe School Grant funds. Move funds from 72250-471 to 72210-599 to use correct line item used by State on e-plan.							

3. Student Support						Debit	Credit
46981		802	Safe Schools Grant	+		184,269.89	
72130	399	802	Other Contracted Services	+			144,269.89
72130	499	802	Other Supplies and Materials	+			40,000.00
Total						184,269.89	184,269.89
To recognize carryover FY 18-19 School Safety Grant funds.							

RECEIVED

OCT 01 2019

BY: CN

To: The Chairman
and Commissioners,

I Randy Baxley, am
resigning as County
Commissioner for the 3rd
District of Jefferson County,
TN effective October 1,
2019.

Thank you,

Randy Baxley

Mark Felt 10/1/2019

PUBLIC NOTICE:

Please be advised that a vacancy has occurred in the Jefferson County Board of Commissioners. Commissioner Randy Baxley has tendered his resignation October 1, 2019, leaving a vacant seat in District 3. The Jefferson County Board of Commissioners will fill the vacant seat at its Regular Monthly Jefferson County Commission Session scheduled on October 21, 2019, at 6:30 P.M.

Any registered voter of Jefferson County residing in District 3 may submit their name for consideration to the Mayor of Jefferson County, Mark Potts, P.O. Box 710, Dandridge, TN 37725 or come by the Mayor's Office at 214 West Main Street, Dandridge, TN 37725, in the form of a signed statement declaring interest in the vacant seat. Alternately, any candidate may also appear in person at the regularly scheduled session as described in this notice without a written submission. All candidates **MUST** be qualified to fill the vacancy.

Jefferson County thanks Randy Baxley for his 25 years of service on the Jefferson County Board of Commissioners.

**Mark Potts,
Mayor of Jefferson County, Tennessee**

**JEFFERSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS**

RESOLUTION 2019-55

**A RESOLUTION RECOMMENDING THAT PRIVATE PROPERTY RIGHTS PROTECTION IN THE STATE OF
TENNESSEE BE IMPROVED BY ELIMINATING THE “BLIGHT AREA” DESIGNATION THAT ENABLES CITIES
AND COUNTIES TO TAKE NON-BLIGHTED PROPERTY BY EMINENT DOMAIN AS PART OF AN URBAN
RENEWAL PLAN OR BLIGHT REMEDIATION PROJECT**

WHEREAS, the 5th and 14th Amendments of the United States Constitution limit the power of government to take private property for “public use” only, and

WHEREAS, the *Kelo v. New London, Connecticut (2005)* decision (herein referenced as *Kelo*) made by the United States Supreme Court simultaneously broadens the “public use” definition, effectively eroding constitutional property rights generally, and leaving to the states the authority to adopt their own definition of “public use” “above the federal base line” to protect property rights; and

WHEREAS, the General Assembly of the State of Tennessee enacted Public Chapter 863 in 2006 and Public Chapter 422 in 2017 in the wake of the *Kelo* decision to better preserve private property rights in the State of Tennessee by eliminating, among other things, property takings for private economic development; and

WHEREAS, certain non-blighted private property(s) included within a “blighted area” designation under T.C.A. § 13-20-201 remain at risk of arbitrary and capricious takings by government under so called “urban renewal” and/or blight remediation activities; and

WHEREAS, T.C.A. § 13-20-212(a) provides for a “housing authority”, created by local government, “to undertake and carry out urban renewal plans and urban renewal projects, including the authority to acquire property for said plans and projects by eminent domain”; and

WHEREAS, both city and county governments are authorized to carry out urban renewal projects under T.C.A. § 13-20-501(a) and T.C.A. § 13-20-202; and

WHEREAS, T.C.A. § 13-20-202 and T.C.A. § 13-20-201 addresses “blighted areas” that may include, and place at risk of condemnation, certain non-blighted properties in eminent domain proceedings as part of a overall urban renewal plan; and

WHEREAS, private property owners in Tennessee whose property falls outside the “blight” definition deserve to be protected from property takings as part of an urban renewal plan or project; and

WHEREAS, the definition of “blighted” under T.C.A. § 13-20-201 may be overly vague; and powers described in T.C.A. § 13-20-202 may be overly broad, placing non-blighted property at risk of condemnation; and

WHEREAS, owners of non-blighted property deserve to be protected from property takings associated with an urban renewal plan,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Jefferson, County Tennessee, meeting on this 21ST day of October 20, 2019, as follows:

SECTION 1: That the General Assembly of the State of Tennessee is urged to amend existing law or adopt new law to prevent non-blighted private property from eminent domain proceedings under an urban renewal plan, urban renewal project, or blight remediation activity.

**JEFFERSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS**

SECTION 2: For the purpose of protecting private property rights, remediating blight, and facilitating the renewal of blighted or abandoned property, the General Assembly of the State of Tennessee is urged to:

A. ADOPT THE FOLLOWING DEFINITION OF PUBLIC USE:

Public use.

- (a) Eminent domain shall be used only for a public use.
- (b) "Public use" means exclusively:
 - (1) the possession, occupation, ownership, and enjoyment of the land by the general public, or by public agencies;
 - (2) the possession, occupation and ownership of land necessary for operations of a utility that serves the general public;
 - (3) the remediation and reselling of a blighted property; or
 - (4) the possession and reselling of an abandoned property.
- (c) The public benefits of economic development, including an increase in tax base, tax revenues, employment, or general economic health, do not constitute a public use.
- (d) The owner has a right to have a court determine whether the condemning authority is taking private property for a public use.

B. ADOPT THE FOLLOWING DEFINITION OF BLIGHTED PROPERTY:

Blighted property.

- (a) "Blighted property" means a structure:
 - (1) that was inspected by the appropriate local government and cited for one or more enforceable housing, maintenance, or building code violations that (a) affect the safety of the occupants or the public and (b) involve one or more of the following:
 - 1. a roof and roof framing element;
 - 2. support walls, beams, and headers;
 - 3. foundation, footings, and sub-grade conditions;
 - 4. light and ventilation;
 - 5. fire protection, including egress;
 - 6. internal utilities, including electricity, gas, and water;
 - 7. flooring and flooring elements; or
 - 8. walls, insulation, and exterior envelope;
 - (2) in which the cited housing, maintenance, or building code violations have not been remedied within a reasonable time after two notices to cure the noncompliance; and
 - (3) that the satisfaction of those enforceable, cited and uncured housing, maintenance, and building code violations cost more than 50 percent of the assessor's taxable market value for the building, excluding land value, for property taxes payable in the year in which the condemnation is commenced.
- (b) The owner has a right to have a court determine whether the condemning authority is taking private property to remediate blight and resell the property.

C. ADOPT THE FOLLOWING DEFINITION OF ABANDONED PROPERTY:

Abandoned property.

- (a) "Abandoned property" means property that:
 - (1) has been substantially unoccupied or unused for any commercial or residential purpose for at least one year by a person with a legal or equitable right to occupy the property;

**JEFFERSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS**

- (2) has been cited for a violation of enforceable housing, maintenance, or building code that has not been remedied within 180 days after the citation; and for which property taxes have not been paid for at least two years.
- (b) The owner has a right to have a court determine whether the condemning authority is taking private property to take possession of and resell abandoned property.

D. REQUIRE THE CONDEMNING AUTHORITY TO DEMONSTRATE NECESSITY AS FOLLOWS:

Necessity.

- (a) The condemning authority bears the burden of proving by the preponderance of the evidence that:
 - (1) the land, real estate, premises, or other property the authority seeks to acquire is required for the public use identified in the petition; and
 - (2) the public use identified in the petition cannot be accomplished by using or acquiring other property with the consent of its owner.
- (b) The owner has a right to have a court determine whether it is necessary for the condemning authority to take private property for the accomplishment of the public use.

E. REQUIRE THE CONDEMNING AUTHORITY TO SHOW CAUSE TO ENTER THE BUILDING OR ACCESS THE PROPERTY IN QUESTION AS FOLLOWS:

Administrative warrant.

- (a) For the purposes of establishing the basis for the use of eminent domain for the remediation of a blighted property or possession of an abandoned property, a local government is authorized to seek from a judge or magistrate an administrative warrant to gain access to inspect a specific building.
- (b) The local government must show probable cause that a code violation has occurred, that the violation has not been cured, and that the owner has denied the local government access to the specific building.
- (c) Items of evidence that may support a conclusion of probable cause include recent fire or police inspections, exterior evidence of deterioration, or other similarly reliable evidence of present violations of the municipal code in the specific building.

F. INCLUDE THE FOLLOWING PREEMPTIVE CLAUSE:

Preemption.

- (a) Notwithstanding any other provision of law, including any charter provision, ordinance, statute, or special law, all condemning authorities, including home rule charter cities and all other political subdivisions of the state, must exercise the power of eminent domain in accordance with the provisions of this chapter, including all procedures, definitions, remedies, and limitations.
- (b) Additional procedures, remedies, or limitations that do not deny or diminish the substantive and procedural rights and protections of property owners under this chapter may be provided by other law, ordinance, or charter.

G. REQUIRE THE CONDEMNING AUTHORITY TO HOLD A PUBLIC HEARING AS FOLLOWS:

Local government hearing requirements.

Subdivision 1. Definitions. For the purposes of this section:

- (1) "local government" means the elected governing body of a statutory or home rule charter city, county, or township; and

**JEFFERSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS**

- (2) "local government agency" means a subdivision, agency, authority, or other entity created by or whose members are appointed by the local government, including a port authority, economic development authority, housing and redevelopment authority, or other similar entity established under law.

Subdivision. 2. Required vote by local government.

(a) If the taking is for the remediation of a blighted property or the possession of an abandoned property, a public hearing must be held before a local government or local government agency commences an eminent domain proceeding. The local government must notify each owner of property that may be acquired in writing by certified and regular mail of the public hearing on the proposed taking, post the public hearing information on the local government's website, and publish notice of the public hearing in a newspaper of general circulation in the local government's jurisdiction. Notice must be provided at least 30 days but not more than 60 days before the hearing.

(b) Any interested person must be allowed reasonable time to present relevant testimony at the public hearing. The proceedings of the hearing must be recorded and available to the public for review and comment at reasonable times and a reasonable place.

(c) At the next regular meeting of the local government that is at least 30 days after the public hearing, the local government must vote on the question of whether to authorize the local government or local government agency to use eminent domain to acquire the property.

SECTION 3: The recommended legislation described in Section 2 of this resolution is based exclusively on the Model Legislation provided to this board of commissioners by the legal staff of the Institute for Justice.

SECTION 4: That upon approval of this resolution and its signing, the Board of Commissioners of Jefferson County, Tennessee directs the County Clerk's Office to mail a paper copy of this resolution, and email an electronic copy, to the State Senator and to the State Representatives that represent Jefferson County, Tennessee.

Votes: _____
 Yes No Abstain

Attest: _____ Date: _____
 Frank C. Herndon, County Clerk

Approved: _____ Date: _____
 Mark Potts, County Mayor

RESOLUTION 2019-51
BOARD OF COMMISSIONERS

RESOLUTION 2019-51

RESOLUTION OF THE GOVERNING BODY OF JEFFERSON COUNTY, TENNESSEE
DECLARING JEFFERSON COUNTY, TENNESSEE, A SECOND AMENDMENT SANCTUARY COUNTY

On October 21, 2019 on behalf of the citizens of Jefferson County, Tennessee, the Jefferson County Commission state and accept as true, the following:

WHEREAS, the Declaration of Independence states: that people are, “endowed by their Creator with certain unalienable rights, to secure these rights, governments are instituted among men deriving their just powers from the consent of the governed”;

WHEREAS, John Adams wrote in: *A Dissertation on the Canon and Feudal Law (1765)*: “I say Rights, for such they (*the people*) have, undoubtedly, antecedent to all earthly government – Rights, that cannot be repealed or restrained by human laws – Rights, derived from the great Legislator of the Universe”;

WHEREAS, Natural Law Rights, given to each of us by our Creator are the basis of our Constitution by which they are protected and secured to each of us. Natural Law Rights, including that of self-protection, are guaranteed by our laws, our history, and our traditions;

WHEREAS, it is natural tendency of Civil Government to expand beyond the limits of its rightful, Constitutional authority and to usurp powers which have not been given to it through the delegated consent of the governed;

WHEREAS, whenever the uses of government are perverted, individual sovereignty is overly endangered or threatened, and all other means of redress are ineffective, the people may, and in fact ought to, enforce the re-establishment of the original constitutional limits of government;

WHEREAS, resistance against arbitrary power and oppression is the obligation of every patriot, as not to do so is destructive to the good and happiness of mankind. In fact, it is the duty of the people of Jefferson County, Tennessee, through the actions of their lesser magistrates, namely local elected officials and sheriff, to challenge the civil government when and where it exceeds or threatens to exceed its bounds;

WHEREAS, the Constitution of the United States is the Supreme Law of our Nation;

WHEREAS, the Second Amendment to the Constitution of the United States of America states: “A well-regulated militia being necessary to the security of a Free State, the Right of the people to keep and bear arms shall not be infringed”;

WHEREAS, the United States Supreme Court in *Miranda v. Arizona* (1966) stated that “Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them”;

WHEREAS, the United States Supreme Court in the *District of Columbia v. Heller* (2008) decision affirmed that the Second Amendment right to keep and bear arms is not connected in any way to service in a militia;

WHEREAS, the United States Supreme Court in the *United States v. Miller* (1939) stated that firearms that are part of the ordinary military equipment with use that could contribute to the common defense are protected by the Second Amendment;

**RESOLUTION 2019-51
BOARD OF COMMISSIONERS**

WHEREAS, the Fourteenth Amendment to the Constitution of the United States, Section 1 states: "No State shall make or enforce any law which shall abridge the privileges or immunities of the citizens of the United States; nor deny to any person within its jurisdiction, the equal protection of the laws";

WHEREAS, the United States Supreme Court in the McDonald v. City of Chicago (2010) decision affirmed that a Person's Second Amendment right to keep and bear arms is further secure by the "due process" and the "privileges and immunities" clauses of the Fourteenth Amendment. The decision also protects rights closely related to the Second Amendment, namely the right to manufacture, transfer, accessories and ammunition;

WHEREAS, the Tennessee State Constitution Article 1, Section 26 states: "that the citizens of this state have a right to keep and to bear arms for their common defense; but the Legislature shall have power, by law, to regulate the wearing of arms with a view to prevent crime";

WHEREAS, the Tennessee State Constitution Article 1, Section 24 states: "that the sure and certain defense of a free people, is a well-regulated militia; and, as standing armies in time of peace are dangerous to freedom, they ought to be avoided as far as the circumstances and safety of the community will admit; and that in all cases the military shall be kept in strict subordination to the civil authority";

WHEREAS, the Tenth Amendment to the Constitution of America states: "the powers not delegated to the United States by the Constitution, nor prohibited by it to the states, are reserved to the states respectively, or to the people";

WHEREAS, the United States Supreme Court found in *Prinz v. United States* (1997) that the Federal government cannot compel law enforcement officers of the states to enforce Federal laws as it would increase the power of the Federal government far beyond that which the Constitution intends:

Section 1. The unalienable right to keep and bear arms, as specified in the Second Amendment to the United States Constitution, the Constitution of Tennessee, and further upheld by subsequent decisions of the United States Supreme Court.

Section 2. The Right, as originally written and understood, to keep and bear arms for self-defense, personal safety, protection of one's family, and in defense of one's community and county.

Section 3. The right to manufacture, transfer, purchase, and sell firearms and ammunition designed for those purposes outlined above, rights guaranteed by the United States Constitution and the Constitution of Tennessee.

FUTHERMORE, any regulation of the right to keep and bear arms or affiliated firearm rights that violates the Second, Ninth, Tenth, or Fourteenth Amendments of the United States Constitution, that violates Article 1, Sections 24 and 26 of the Tennessee Constitution, or that violates numerous related Supreme Court Decisions including those listed above shall be regarded by the people of, on, or in Jefferson County, Tennessee to be unconstitutional, a transgression of the Supreme Law of the Land and its spirit of individual sovereignty, and, therefore by necessity, unenforceable and invalid from the outset.

MOREOVER, the criminal misuse of firearms is due to the fact that criminals do not obey laws and this is not a reason to abrogate or abridge the unalienable, constitutionally guaranteed rights of law abiding citizens. The last protectors of the Constitution of the United States are we the People of the United States and our ability to fulfill that role successfully rests on our Second Amendment rights.

**RESOLUTION 2019-51
BOARD OF COMMISSIONERS**

THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Jefferson County, Tennessee government will not authorize or appropriate government funds, resources, employees, agencies, contractors, buildings, detention centers, or offices for the purpose of enforcing or assisting in the enforcement of any element of such acts, laws, orders, mandates, rules or regulation that infringe on the right by the people to keep and bear arms as described and defined in detail above.

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Jefferson County, Tennessee meeting in Regular Quarterly Session this 21st day of October, 2019 at the Historical Jefferson County Courthouse in Dandridge, Tennessee that Jefferson County, Tennessee is officially declared a "Second Amendment Sanctuary County".

This Resolution shall become effective upon the passage, the public welfare requiring it.

CO-SPONSORS: Commissioners, Todd Kesterson and Paul Lowe.

Votes: _____
 Yes No Abstain

Attest: _____ Date: _____
 Frank C. Herndon, County Clerk

Approved: _____ Date: _____
 Mark Potts, County Mayor