

The Union County Commission met in Special Called Meeting at 7:30 P.M. on Tuesday, October 20, 2020 at the Union County Courthouse. The Honorable Jason Bailey, County Chairman, Presiding. A quorum being present, Union County Commission was duly opened at 7:40 PM.

The Agenda for October 20, 2020 is as follows:

**"Due to the COVID-19 Pandemic, this meeting will be held using electronic means"**

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approve/Disapprove Memorandum of Understanding between the Union County Farmer's Market Board and Union County Government
  - a. Resolution No 01 10-20-2020
  - b. Resolution No 02 10-20-2020
6. Adjourn

1. County Commission was duly opened by Sheriff, William F. Breeding, II.
2. Invocation by Commissioner Danny Cooke.
3. Pledge of Allegiance was led by Commissioner Gary England.
4. Roll call by Pam Ailor, Union County Clerk. **Commissioners Present:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Sidney Jessee, Jr., R. L. Jones, Debra Keck, Larry Lay, Becky Munsey and Jody Smith.

**Commissioners Absent:** Janet Holloway and Joyce Meltabarger.

5. Approve/Disapprove Memorandum of Understanding between the Union County Farmer's Market Board and Union County Government
  - a. Resolution No 01 10-20-2020 and Memorandum of Understanding

**BEFORE THE COUNTY LEGISLATIVE BODY FOR UNION COUNTY, TENNESSEE**

**RESOLUTION**

**No. 01 10-20-2020**

Motion by: Jeffrey Brantley Seconded by: Sidney Jessee, Jr.

This County Legislative Body authorizes Union County, Tennessee, to enter into the attached Memorandum of Understanding with the Union County TN Farmer's Market, and authorizes and directs the County Mayor to execute this agreement on behalf of Union County, Tennessee.

Voting for: Jeffrey Brantley, Jeffrey Chesnev, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Sidney Jessee, Jr., R. L. Jones, Larry Lay, Becky Munsey and Jody Smith.

Voting no: None.

Passing: Debra Keck.

**ADOPTED AND APPROVED**, in open meeting at Maynardville, Tennessee, this 20th day of October, 2020.



Pam Ailor  
County Clerk

APPROVED:

Jason Bailey  
Jason Bailey, Mayor and Chairman



I, PAM AIOR, COUNTY CLERK FOR UNION COUNTY TENNESSEE DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY AS IT APPEARS ON FILE IN THE UNION COUNTY CLERK'S OFFICE IN MAYNARDVILLE, TENNESSEE.

THIS 20th DAY OF October, 2020

Pam Ailor  
UNION COUNTY CLERK  
Elizabeth A. Buck  
DEPUTY CLERK

**Resolution**

October 22, 2020  
Maynardville, Tennessee

\$191,265.00

Resolved by the Union County, TN Farmers Market at a meeting on October 22, 2020, a Memorandum Of Understanding, that the Union County, TN Farmers Market agrees to enter into a Memorandum of Understanding with Union County, Tennessee regarding the grant in the sum of \$191,265.00 from TN CARES Act Coronavirus Agricultural and Forestry Business Fund to address increasing the food supply chain in response to the COVID-19 pandemic. The President, Marjorie Ford, is authorized to execute the agreement on behalf of the Union County, TN Farmers Market.

UNION COUNTY TN FARMERS MARKET (L.S.)

by: Marjorie Ford  
title: President, Union County TN Farmers Market

Attest:  
Debra R. Keck  
Secretary  
Myra Brummett  
Treasurer

I hereby certify that this is a true and correct copy of the above resolution adopted by the Union County TN Farmers Market in duly called meeting on October 22, 2020.

Debra R. Keck  
Debra Keck, Secretary  
DCBRA  
Date: October 22, 2020

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding made and entered into this 22<sup>d</sup> day of October, 2020, by and between the **UNION COUNTY TN FARMERS MARKET (herein "Farmers Market")** and **UNION COUNTY, TENNESSEE, (herein "County")**.

**WITNESSETH:**

WHEREAS, Union County Tn Farmers Market is a nonprofit corporation organized and existing under the laws of the State of Tennessee, with designation from the IRS as a 501(c)(3) tax-exempt entity;

WHEREAS, Union County is one of the ninety-five (95) counties of the state of Tennessee;

WHEREAS, Union County is currently constructing a pavilion on Durham Drive in Maynardville, Tennessee, on real property owned by it as acquired by judgment of the Union County Chancery Court recorded in Lien Book 5, page 265, in the Register's Office for Union County, Tennessee;

WHEREAS, Farmers Market has obtained a grant from the Tennessee CARES Act Coronavirus Agricultural and Forestry Business Fund in the sum of One Hundred, Ninety-one Thousand, Two Hundred, Sixty-five Dollars (\$191,265.00) to be used for the establishment and equipping of a commercial demonstration kitchen and classroom (herein the "Grant");

WHEREAS, County is willing to provide to Farmers Market an enclosed area in the market pavilion for construction of and installation of an indoor kitchen and classroom with plumbing and heating and air conditioning included as provided for in the Grant, and, additionally, County will loan to Farmers Market the sum of One Hundred, Ninety-one Thousand, Two Hundred, Sixty-five Dollars (\$191,265.00), to be repaid from the Grant funds

immediately upon receipt of the funds by Farmers Market with said loan to be evidenced by a promissory note (herein "Note") to be executed by Farmers Market payable to County, a copy of which Note is attached.

NOW, THEREFORE, IN CONSIDERATION of One Dollar (\$1.00) paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**I.**

1) Farmers Market shall apply for and take all actions necessary to secure the Grant and shall comply with all terms and conditions imposed and required in the Grant. The Grant and all monies received shall be administered by Farmers Market. Until the repayment in full of the loan, Union County shall have the right at any time to audit the financial records of Farmers Market.

2) Union County will provide in the pavilion under construction an enclosed area having dimensions of 16 feet by 24 feet for construction of and installation of an indoor kitchen, and an enclosed area for a classroom having dimensions of 18 feet by 24 feet, all with plumbing and heating and air conditioning systems provided by County, and, additionally, County will loan to Farmers Market the sum of One Hundred, Ninety-one Thousand, Two Hundred, Sixty-five Dollars (\$191,265.00), without interest, to be repaid from the Grant funds immediately upon receipt of the funds by Farmers Market with said loan to be evidenced by a promissory note (herein "Note") to be executed by Farmers Market payable to County. The loan indebtedness shall be paid in full on or before June 30, 2021. Monies loaned shall be used solely for purchases and expenditures authorized in the Grant.

3) Once installed in the kitchen and classroom all equipment shall remain the property of the Farmers Market subject to the use of the kitchen, classroom and equipment by Farmers Market and other parties designated and allowed use by it and subject at all times to Rules and Regulations to be adopted and agreed upon by the parties hereto. It is understood that the maintenance and cleaning of the kitchen and classroom shall be provided by Farmers Market at its sole expense. Replacement of any equipment for any reason shall be at the determination of Farmers Market and at its sole expense.

4) All fees collected for use of the kitchen shall be the sole property of Farmers Market. County shall pay all utilities incurred for operation of kitchen and classroom.

5) The kitchen and classroom shall be under the control of Farmers Market, which shall oversee the rental and scheduling of use of the kitchen and classroom and collect all rental payments for the use of same.

6) Farmers Market agrees to indemnify and hold County harmless from any and all claims, costs, liability and actions which may arise against County in the operation and use of the kitchen, equipment, classroom and pavilion premises by Farmers Market and its employees, agents, guests, and person and entities granted permission by it for use of the kitchen and classroom. Annually, a certificate of insurance naming Union County as an additional insured on Farmers Market liability insurance coverage shall be issued to Union County by Farmers Market's insurance carrier.

7) The Note executed by Farmers Market shall be promptly paid under the terms and conditions stated therein.

8) It is anticipated that Union County, as lessor, and Farmers Market, as lessee, shall enter

into a lease of the kitchen and classroom area of the pavilion with access thereto for a term of not more than 36 months.

9) Should any party default under the terms of this Agreement, the non-defaulting party shall recover from the defaulting party, all attorney fees, court costs, and other expenses in enforcing the terms of this Agreement.

**II. ADDRESSES FOR NOTICES**

**“Farmers Market”**

Union County TN  
Farmers Market

ADDRESS:

3925 Maynardville Highway  
Maynardville, TN 37807

**“County”**

Union County, Tennessee

ADDRESS:

c/o County Mayor  
901 Main Street  
Maynardville, TN 37807

**III.**

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding; this contract may not be enlarged, modified or altered except in writing signed by both parties.

**IV.**

This agreement shall inure to the benefit of and be binding on the legal representatives, assignees, and successors of the respective parties.

IN WITNESS WHEREOF, the said parties hereunder set their hands and seals the day and year first above written, with Farmers Market acting pursuant to resolution of its Board of Directors adopted on October 22<sup>nd</sup>, 2020, and County acting pursuant to resolution of its County Legislative Body adopted on October 20<sup>th</sup>, 2020, with certified copies of said resolutions attached.

UNION COUNTY TN FARMERS MARKET

UNION COUNTY, TENNESSEE

by: Wayne J Ford

by: Jason Bailey

title: President, Union County TN Farmers Market

title: Union County Mayor

Attest: Debra R. Keck  
Secretary

Attest: Sam Ailer  
County Clerk



A **Motion** was made by **Jeffrey Brantley** and **Seconded** by **Sidney Jessee, Jr.** to approve Resolution No 01 10-20-2020 and the Memorandum of Understanding between the Union County Farmer's Market Board and Union County Government, as presented.

County Chairman, Jason Bailey called for a **Roll Call Vote**. **Commissioners Voting For:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Sidney Jessee, Jr., R. L. Jones, Larry Lay, Becky Munsey and Jody Smith. **Commissioners Voting Against:** None. **Commissioners Passing:** Debra Keck. **Commissioners Abstaining:** None. **Motion Carried.**



b. Resolution No 02 10-20-2020 and Promissory Note

**BEFORE THE COUNTY LEGISLATIVE BODY FOR UNION COUNTY, TENNESSEE**

**RESOLUTION**

**No. 02 10-20-2020**

**Motion by:** Gary England **Seconded by:** Dawn Flatford

This County Legislative Body authorizes Union County, Tennessee, to loan to the Union County TN Farmer's Market the sum of \$191,265.00, without interest, pursuant to the terms of the attached promissory note and pursuant to the Memorandum of Understanding between Union County, Tennessee, and Union County TN Farmer's Market.

**Voting for:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England,

Dawn Flatford, Kenny Hill, Sidney Jessee, Jr., R. L. Jones, Larry Lay, Becky Munsey and Jody

Smith.

**Voting no:** None.

**Passing:** Debra Keck.

**ADOPTED AND APPROVED**, in open meeting at Maynardville, Tennessee, this 20th day of October, 2020.



Pam Ailor  
County Clerk

APPROVED:

Jason Bailey  
Jason Bailey, Mayor and Chairman



I, PAM AILO, COUNTY CLERK FOR UNION COUNTY TENNESSEE DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY AS IT APPEARS ON FILE IN THE UNION COUNTY CLERK'S OFFICE IN MAYNARDVILLE, TENNESSEE.

THIS 22nd DAY OF October, 2020

Pam Ailor  
UNION COUNTY CLERK  
Elizabeth A. Buck  
DEPUTY CLERK

**Resolution**

October 22, 2020  
Maynardville, Tennessee

\$191,265.00

It is resolved that the Union County, TN Farmers Market will borrow the principal sum of One Hundred Ninety-one Thousand, Two Hundred, Sixty-Five Dollars (\$191,265) to be evidence by a promissory note, a copy of which is attached, with said note to be executed by the President and to be attested by the corporation's secretary and treasurer.

UNION COUNTY TN FARMERS MARKET (L.S.)

by: Major D Ford  
title: President, Union County TN Farmers Market

Attest:

Debra R. Keck  
Secretary  
Wray L. Hancock  
Treasurer

I hereby certify that this is a true and correct copy of the above resolution adopted by the Union County TN Farmers Market in duly called meeting on October 22, 2020.

Debra R. Keck  
Deborah Keck, Secretary  
Debra  
Date: October 22, 2020

PROMISSORY NOTE

October 22, 2020  
Maynardville, Tennessee

\$191,265.00

WHEREAS, the undersigned, Union County TN Farmers Market, (herein "Maker") a nonprofit corporation chartered and existing under the laws of the State of Tennessee, with its principal place of business in Maynardville, Union County, Tennessee, has obtained a grant from the Tennessee CARES Act Coronavirus Agricultural and Forestry Business Fund for the purchase and installation of commercial kitchen equipment and the appurtenances necessary thereto, and in anticipation of Maker's receipt of the grant funds, Payee is willing to lend to Maker the principal sum herein set forth.

NOW, THEREFORE, FOR VALUE RECEIVED, the undersigned promises to pay to Union County, Tennessee, (herein "Payee") the principal sum of One Hundred Ninety-One Thousand, Two Hundred, Sixty-Five Dollars (\$191,265) as received from each advance of grant funds from the grantor agency. Maker shall immediately pay those funds to Payee, and failure to do so shall constitute a default hereunder. This loan shall bear no interest.

All payments shall be made to the Union County Trustee c/o the Union County Mayor's Office, and this note shall in all events be paid in full on or before June 30, 2021.

Should default be made in the payment of this note or in any other terms and conditions herein recited and agreed, then Maker shall pay all court costs, attorneys fees and any other expenses incurred by Payee in the collection of this indebtedness.

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 do exist, have happened, and have been performed in due time, form and manner as required by the laws of the State of Tennessee, and the charter and bylaws of Maker, and the execution and delivery of this note by Maker is valid and enforceable under the laws of the State of Tennessee.

IN WITNESS WHEREOF, Maker's Board of Directors has caused this note to be executed in its name by its President and attested to by its Secretary and Treasurer, this 22 day of October, 2020.

UNION COUNTY TN FARMERS MARKET (L.S.)

by: [Signature]  
title: President, Union County TN Farmers Market

Attest:

[Signature]  
Secretary

[Signature]  
Treasurer

A Motion was made by Gary England and Seconded by Dawn Flatford to approve Resolution No 02 10-20-2020 and the Promissory Note, as presented.

County Chairman, Jason Bailey called for a Roll Call Vote. Commissioners Voting For: Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Sidney Jessee, Jr., R. L. Jones, Larry Lay, Becky Munsey and Jody Smith. Commissioners Voting Against: None. Commissioners Passing: Debra Keck. Commissioners Abstaining: None. Motion Carried.

6. A **Motion** was made by **R. L. Jones** and **Seconded** by **Earl Cox** to **Adjourn**.

County Chairman, Jason Bailey called for an **Aye Vote**. **Motion Carried**.  
Union County Commission's Special Called Meeting **Adjourned at 9:05 P.M.**