

## NOTICE OF PUBLIC HEARING

In accordance with Tennessee Code Annotated § 40-1-111 (a) (1) (D) (ii), a public hearing will be held by the Blount County Board of Commissioners to examine and evaluate the program of judicial commissioners and to determine if the program is being conducted in accordance with law and is contributing to the orderly, effective and fair administration of justice. The public hearing will be held Tuesday, March 6, 2012, 6:30 p.m. at the Blount County Courthouse, Maryville, Tennessee.

*Blount County does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).*

January 24, 2012

Ed Mitchell

County Mayor

Jerome Moon

County Commission Chairman

Roy Crawford, Jr.

County Clerk

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**Tenn. Code Ann. § 40-1-111** (Copy w/ Cite)

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*Tenn. Code Ann. § 40-1-111*

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\*\*\* CURRENT THROUGH THE 2011 REGULAR SESSION \*\*\*

Title 40 Criminal Procedure  
Chapter 1 Jurisdiction and Venue

Tenn. Code Ann. § 40-1-111 (2011)

**40-1-111. Appointment of judicial commissioners or magistrates -- Duties -- Terms -- Compensation -- Continuing education.**

**(a) (1) (A)** The chief legislative body of any county having a population of less than two hundred thousand (200,000) or a population of not less than two hundred seventy-six thousand (276,000) nor more than two hundred seventy-seven thousand (277,000), according to the 1970 federal census or any subsequent federal census may appoint, and the chief legislative body of any county having a population of over seven hundred thousand (700,000), according to the 1970 federal census or any subsequent federal census, may initially appoint one (1) or more judicial commissioners whose duty or duties shall include, but not be limited to, the following:

**(i)** Issuance of search warrants and felony arrest warrants upon a finding of probable cause and pursuant to requests from on-duty law enforcement officers and in accordance with the procedures outlined in chapters 5 and 6 of this title;

**(ii)** Issuance of mittimus following compliance with the procedures prescribed by § 40-5-103;

**(iii)** The appointing of attorneys for indigent defendants in accordance with applicable law and guidelines established by the presiding general sessions judge of the county;

**(iv)** The setting and approving of bonds and the release on recognizance of defendants in accordance with applicable law and guidelines established by the presiding general sessions judge of the county; and

**(v)** Issuance of injunctions and other appropriate orders as designated by the general sessions judges in cases of alleged domestic violence.

**(B) (i)** This subdivision (a)(1)(B)(i) applies to any county having a population of less than two hundred thousand (200,000) or a population of not less than two hundred seventy-six thousand (276,000) nor more than two hundred seventy-seven thousand (277,000), according to the 1970 federal census or any subsequent federal census. The term or terms of the officers shall be established by the chief legislative body of the county to which this subdivision (a)(1)(B)(i) applies but shall not exceed a four-year term. No member of the county legislative body of any county to which this subdivision (a)(1)(B)(i) applies shall be eligible for appointment as a judicial commissioner. Notwithstanding the provisions of this subdivision (a)(1)(B)(i) to the contrary, the presiding general sessions criminal judge of a county to which this subdivision (a)

(1)(B)(i) applies may appoint a temporary or part-time judicial commissioner to serve at the pleasure of the presiding judge in case of absence, emergency or other need. The legislative body of any county to which this subdivision (a)(1)(B)(i) applies, in appointing, evaluating and making decisions relative to retention and reappointment, shall take into consideration views, comments and suggestions of the judges of the courts in which the judicial commissioners are appointed to serve.

**(ii)** Any subsequent term of a judicial commissioner initially appointed by the chief legislative body of any county having a population of over seven hundred thousand (700,000), according to the 1970 federal census or any subsequent federal census, shall be by the general sessions judges of that county. The term or terms of the officers shall be established by the general sessions criminal court judges of the county but shall not exceed a four-year term. No member of the county legislative body of the county shall be eligible for appointment as a judicial commissioner. Notwithstanding the provisions of this subdivision (a)(1)(B)(ii) to the contrary, the presiding general sessions criminal court judge of the county may appoint a temporary, or part-time, judicial commissioner to serve at the pleasure of the presiding judge in case of absence, emergency or other need. The general sessions judges of the county in appointing, evaluating and making decisions relative to retention and reappointment shall take into consideration views, comments and suggestions of the judges of the courts in which the judicial commissioners are appointed to serve.

**(C)** In any county having a population greater than seven hundred thousand (700,000), according to the 1970 federal census or any subsequent federal census, to be eligible for appointment and service as a judicial commissioner a person must be licensed to practice law in the state of Tennessee.

**(D) (i)** Any county, having a population greater than seven hundred thousand (700,000), according to the 1970 federal census or any subsequent federal census, which appoints and makes use of judicial commissioners shall maintain records sufficient to allow an annual determination of whether the use of judicial commissioners is accomplishing the purposes intended.

**(ii)** On an annual basis the county legislative body shall conduct a public hearing to examine and evaluate the program of judicial commissioners and to determine if the program is being conducted in accordance with law and is contributing to the orderly, effective and fair administration of justice. As a part of the public hearing the county legislative body shall examine the effectiveness of the system of judicial commissioners and hear the opinions of the public concerning the system. The county legislative body shall give notice of the public hearing at least thirty (30) days prior to the meeting.

**(iii)** Following the hearing and not later than April 1 of each year, the county legislative body shall cause to be submitted to the judges of the general sessions criminal court of the county, the chair of the judiciary committee of the senate and the chair of the judiciary committee of the house of representatives a written report setting forth findings and the overall evaluation of the use of judicial commissioners.

**(2)** The judicial commissioner or commissioners shall be compensated from the general fund of the county in an amount to be determined by the chief legislative body. Fees established and authorized by § 8-21-401 shall be paid to the county general fund upon the services detailed in § 8-21-401 being performed by a judicial commissioner.

**(b) (1)** Notwithstanding any provision of this section to the contrary, a judge of a court of general sessions in a county having a population of not less than fourteen thousand seven hundred (14,700) nor more than fourteen thousand eight hundred (14,800), according to the 1970 federal census or any subsequent federal census, may appoint one (1) or more judicial commissioners whose duties shall be the same as those prescribed for judicial commissioners in subsection (a). The judge may appoint a commissioner if the county legislative body of the

counties noted in subsection (a) does not appoint a judicial commissioner before May 1, 1980. The term of the judicial officer shall be for one (1) year or until the county legislative body appoints a judicial commissioner as provided by subsection (a).

**(2)** A judicial commissioner who is appointed by a general sessions judge as outlined in subdivision (b)(1) shall serve without compensation unless an amount of compensation is specifically established by the county legislative body.

**(c)** Notwithstanding any provision of this section to the contrary, in any county having a population of not less than two hundred seventy-six thousand (276,000) nor more than two hundred seventy-seven thousand (277,000), according to the 1970 federal census or any subsequent federal census, any appointment of a judicial commissioner pursuant to subsection (a) shall be subject to the approval of a majority of the general sessions judges in the county.

**(d) (1)** Notwithstanding the provisions of subsections (a)-(c), the legislative body of any county having a population of not less than forty-one thousand four hundred (41,400) nor more than forty-one thousand six hundred (41,600), according to the 1990 federal census or any subsequent federal census, may, by resolution, create the position of one (1) or more judicial commissioners.

**(2)** The duties of a commissioner shall include, but are not limited to, the following:

**(A)** The issuance of arrest warrants upon a finding of probable cause;

**(B)** The setting of bonds and recognizance in accordance with the procedures outlined in chapters 5 and 6 of this title;

**(C)** The issuance of search warrants where authorized by the general sessions judge or a judge of a court of record; and

**(D)** The issuance of mittimus following compliance with the procedures prescribed by § 40-5-103.

**(3)** The term of a judicial commissioner shall be established by the general sessions judge of the county, but in no event shall the term exceed four (4) years.

**(4)** A judicial commissioner shall be compensated from the general fund of the county in an amount to be determined by the general sessions judge of the county and subject to the approval of the county legislative body. Fees established and authorized by § 8-21-401 shall be paid to the general fund upon the services detailed in § 8-21-401 being performed by a judicial commissioner.

**(5)** A judicial commissioner shall be selected and appointed by the general sessions judge in the county, and shall serve at the pleasure of such general sessions judge, but not longer than the term specified in subdivision (d)(3).

**(e) (1)** Notwithstanding the provisions of subsections (a)-(d), any county having a population of not less than three hundred seven thousand (307,000) nor more than three hundred eight thousand (308,000), according to the 2000 federal census or any subsequent federal census, may elect to establish judicial commissioners to assist the general sessions court in accordance with this subdivision (e)(1). The county legislative body may appoint one (1) or more attorneys to serve as judicial commissioners. The duties of a judicial commissioner shall include, but not be limited to the following:

**(A)** Issuance of arrest and search warrants upon a finding of probable cause in accordance with the procedures outlined in chapters 5 and 6 of this title;

**(B)** Issuance of mittimus following compliance with the procedures prescribed by § 40-5-103;

**(C)** Appointing attorneys for indigent defendants in accordance with applicable law and guidelines established by the presiding general sessions judge of the county;

**(D)** Setting and approving bonds and the release on recognizance of defendants in accordance with chapter 11 of this title; and

**(E)** Setting bond for the circuit court judges and chancellors in cases involving violations of orders of protection between the hours of nine o'clock p.m. (9:00 p.m.) and seven o'clock a.m. (7:00 a.m.) on weekdays, and on weekends, holidays and at any other time when the judge or chancellor is unavailable to set bond.

**(2)** The term of office for a judicial commissioner shall be established by the county legislative body, but such term shall not exceed four (4) years. A member of the county legislative body is not eligible for appointment as a judicial commissioner.

**(3)** A judicial commissioner shall be compensated from the general fund of the county in an amount to be determined by the county legislative body. Fees established and authorized by § 8-21-401 shall be paid to the county general fund upon the services detailed therein being performed by a judicial commissioner.

**(f) (1)** Beginning January 1, 2010, each judicial commissioner who is appointed to serve pursuant to this section must complete twelve (12) hours of continuing education each calendar year, ten (10) hours of which must be completed by attendance at conferences or courses sponsored or approved by the Judicial Commissioners Association of Tennessee. The remaining two (2) hours may be completed by attendance at classes sponsored by either the Judicial Commissioners Association of Tennessee or the Tennessee Court Clerks Association, or by local in-service education. At least six (6) hours of the total twelve (12) hours must be taught by a person who is licensed to practice law in this state.

**(2)** Any judicial commissioner who is licensed to practice law in this state is authorized to use continuing legal education credits toward completion of the ten (10) hours, which otherwise must be completed by attendance at conferences or courses sponsored or approved by the Judicial Commissioners Association of Tennessee.

**(3)** All judicial commissioners must complete, as part of the twelve (12) required hours, the following classes:

**(A)** At least two (2) hours concerning domestic violence or child abuse;

**(B)** At least one (1) hour concerning bail and bonds; and

**(C)** At least one (1) hour concerning ethics.

**(4)** All counties for which judicial commissioners are appointed to serve pursuant to this section shall provide all necessary funding for their respective judicial commissioners to complete the continuing education required by this subsection (f).

**(5)** All records indicating satisfaction of the continuing education requirements for judicial commissioners shall be maintained by each county and kept on the file for at least seven (7) years.

**(6)** Notwithstanding the provisions of this subsection (f), in any county in which the judicial commissioner is selected by the general sessions judge or judges, the county legislative body of such county may elect, by a two-thirds (2/3) majority, to allow each judicial commissioner to

receive twelve (12) hours of appropriate continuing education each calendar year under the supervision of the appointing general sessions judge or judges rather than the Judicial Commissioners Association of Tennessee or the Tennessee Court Clerks Association.

**(g)** Judicial commissioners duly appointed pursuant to this section in any county with a population not less than two hundred seventy-six thousand (276,000) nor more than two hundred seventy-seven thousand (277,000), according to the 1970 federal census or any subsequent federal census, shall be known as "magistrates."

**HISTORY:** Acts 1978, ch. 933, § 4; 1979, ch. 15, § 1; 1980, ch. 781, § 1; 1981, ch. 209, §§ 1, 2; T.C.A., § 40-120; Acts 1991, ch. 444, § 1; 1993, ch. 241, § 57; 1998, ch. 984, § 1; 2001, ch. 316, §§ 1, 2; 2004, ch. 685, § 1; 2009, ch. 503, § 1; 2010, ch. 989, §§ 1, 2.

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**AGENDA**  
**BOARD OF COMMISSIONERS AGENDA COMMITTEE MEETING**  
**TUESDAY, MARCH 6, 2012, 6:30 P.M.**  
**ROOM 430, BLOUNT COUNTY COURTHOUSE**

**A. ROLL CALL.**

**B. PUBLIC INPUT ON ITEMS ON THE AGENDA.**

**C. APPROVAL OF AGENDA COMMITTEE MINUTES:**

1. February 7, 2012 meeting.

**D. SETTING OF AGENDA.**

**E. ITEMS FOR CONSENT AGENDA.**

1. Resolutions for special recognitions.
2. Appointments:
  - a. Cable TV Authority – Kenneth Melton, Scott Helton, Gerald Kirby. (Jerome Moon)
  - b. Children’s Home Board of Directors – Addie Jo Loftis, Craig Hurst, Cheryl Sheperd. (County Mayor)
  - c. Adult Orientated Establishment Board – Melanie Davis, Don Story (Information only) (County Mayor)

**F. UNFINISHED BUSINESS:**

**G. NEW BUSINESS:**

1. Resolution requesting legislation to move Probate to the Clerk and Master’s Office. (Scott Helton)
2. Budget Transfers.
3. Budget Increases.
4. Other Budget Items.
5. Annual Adjustments - Financial Assurance Agreements for the Alcoa/Maryville/Blount County Landfill – Permits SNL 05-103-0105 Original, Vertical, and Lateral Expansion (Phase 1-7); DML 05-0091 NA, DML 05-0091 SA. (County Mayor)
6. Discussion and possible action regarding petition regarding Westside Park Drive. (Bill Dunlap)
7. Setting of Public Hearing regarding amendments to the zoning regulations regarding pain management clinics. (Gordon Wright)

**H. PUBLIC INPUT ON ITEMS NOT ON AGENDA.**

**I. ADJOURNMENT.**



**STATE OF TENNESSEE  
COUNTY OF BLOUNT**

**BE IT REMEMBERED** that a meeting of the Agenda Committee of the Blount County Board of Commissioners was held on Tuesday, February 07, 2012 at 6:30 pm at the courthouse in Maryville, Tennessee.

Roll call was taken by Roy Crawford, Jr., County Clerk:

Tonya Burchfield - absent	Roy Gamble - present	Peggy Lambert - present
Tab Burkhalter - present	Tom Greene - present	Mike Lewis - absent
Rick Carver - present	Brad Harrison - absent	Kenneth Melton - present
Mike Caylor - present	Mark Hasty - absent	Jerome Moon - absent
Gary Farmer - present	Scott Helton - present	Monika Murrell - present
Jim Folts - present	Gerald Kirby - present	Steve Samples - present
Ron French - present	Holden Lail - present	Gordon Wright - present

There were 16 present and 5 absent. Chairman Farmer declared a quorum to exist. The following proceedings were held to-wit:

**IN RE: MINUTES OF JANUARY 10, 2012 MEETING.**

Commissioner Lambert made a motion to approve the minutes of the meeting. Commissioner Melton seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - yes
Burkhalter - yes	Gamble - yes	Lail - yes	Samples - yes
Carver - yes	Greene - yes	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - absent	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - yes	Helton - yes	Moon - absent	

There were 16 voting yes, and 5 absent. Chairman Farmer declared the motion to have passed.

**IN RE: SETTING OF AGENDA.**

Commissioner Helton made a motion to add a presentation by the Director of Schools and adding positions to the Animal Center Advisory Board to the agenda and to set the agenda. Commissioner Wright seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - yes
Burkhalter - yes	Gamble - yes	Lail - yes	Samples - yes
Carver - yes	Greene - yes	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - absent	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - yes	Helton - yes	Moon - absent	

There were 16 voting yes, and 5 absent. Chairman Farmer declared the motion to have passed.

**IN RE: PROCLAMATION HONORING SHOP WITH A COP PROGRAM.**

Commissioner Lail made a motion to send the item to the consent agenda of the February County Commission meeting. Commissioner French seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - yes
Burkhalter - yes	Gamble - yes	Lail - yes	Samples - yes
Carver - yes	Greene - yes	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - absent	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - yes	Helton - yes	Moon - absent	

There were 16 voting yes, and 5 absent. Chairman Farmer declared the motion to have passed.

**IN RE: BOARD OF ZONING APPEALS.**

Commissioner Lambert made a motion to send acceptance of the resignation of Jim Melton from the Board of Zoning Appeals and the appointment of Bruce Damrow to the consent agenda of the February County Commission meeting. Commissioner Wright seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - yes
Burkhalter - yes	Gamble - yes	Lail - yes	Samples - yes
Carver - yes	Greene - yes	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - absent	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - yes	Helton - yes	Moon - absent	

There were 16 voting yes, and 5 absent. Chairman Farmer declared the motion to have passed.

**IN RE: BLOUNT COUNTY CHILDREN’S HOME.**

Commissioner Melton made a motion to send the appointment of Rick Carver to the Blount County Children’s Home Board of Directors to the consent agenda of the February County Commission meeting. Commissioner Lail seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - yes
Burkhalter - yes	Gamble - yes	Lail - yes	Samples - yes
Carver - yes	Greene - yes	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - absent	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - yes	Helton - yes	Moon - absent	

There were 16 voting yes, and 5 absent. Chairman Farmer declared the motion to have passed.

**IN RE: SHERIFF’S MERIT BOARD.**

Commissioner Helton made a motion to send the appointment of Gary Hall and Cecil “Buster” Saffles to the Sheriff’s Merit Board to the agenda of the February County Commission meeting. Commissioner Burkhalter seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - yes
Burkhalter - yes	Gamble - yes	Lail - yes	Samples - yes
Carver - yes	Greene - yes	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - absent	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - yes	Helton - yes	Moon - absent	

There were 16 voting yes, and 5 absent. Chairman Farmer declared the motion to have passed.

Commissioner Folts requested that the item be placed under new business on the agenda and that the experience and qualifications of the appointees and any compensation for the position be placed in the commission packet for the meeting.

**IN RE: INCREASING THE ANIMAL CENTER ADVISORY COMMITTEE BY TWO MEMBERS.**

Commissioner Samples made a motion to send increasing the Animal Center Advisory Board by two members and the nominations of Kenneth Melton and Rick Carver to the agenda of the February County Commission meeting. Commissioner Caylor seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - yes
Burkhalter - yes	Gamble - yes	Lail - yes	Samples - yes
Carver - yes	Greene - yes	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - absent	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - yes	Helton - yes	Moon - absent	

There were 16 voting yes, and 5 absent. Chairman Farmer declared the motion to have passed.

**IN RE: RESOLUTION TO ASK LEGISLATIVE DELEGATION TO MAKE THE SALE OF SYNTHETIC DRUGS A FELONY AND REQUEST SUPPORT BY SURROUNDING COUNTIES.**

Commissioner Lail made a motion to send the resolution to the agenda of the February County Commission meeting. Commissioner Burkhalter seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - yes
Burkhalter - yes	Gamble - yes	Lail - yes	Samples - yes
Carver - yes	Greene - yes	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - absent	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - yes	Helton - yes	Moon - absent	

There were 16 voting yes, and 5 absent. Chairman Farmer declared the motion to have passed.

**IN RE: BUDGET TRANSFER – GENERAL COUNTY FUND BUDGET \$13,794.00.**

Commissioner Burkhalter made a motion to send the transfer to the agenda of the February County Commission meeting. Commissioner Helton seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - yes
Burkhalter - yes	Gamble - yes	Lail - yes	Samples - yes
Carver - yes	Greene - yes	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - absent	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - yes	Helton - yes	Moon - absent	

There were 16 voting yes, and 5 absent. Chairman Farmer declared the motion to have passed.

**IN RE: RESOLUTION APPROVING JP MORGAN CHASE BANK, N.A. AS THE SUBSTITUTE PROVIDER OF THE LETTER OF CREDIT IN CONNECTION WITH THE LOCAL GOVERNMENT PUBLIC IMPROVEMENT BONDS, SERIES E-3-B OF THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE AND THE SERIES E-3-B LOAN AGREEMENT WITH BLOUNT COUNTY, TENNESSEE; AUTHORIZING THE EXECUTION AND DELIVERY OF THE REIMBURSEMENT AGREEMENT IN CONNECTION THEREWITH; AND APPROVING THE DISTRIBUTION OF A REMARKETING CIRCULAR IN CONNECTION THEREWITH.**

Commissioner Melton made a motion to send the resolution to the agenda of the February County Commission meeting. Commissioner Lail seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - yes
Burkhalter - yes	Gamble - yes	Lail - yes	Samples - yes
Carver - yes	Greene - yes	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - absent	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - yes	Helton - yes	Moon - absent	

There were 16 voting yes, and 5 absent. Chairman Farmer declared the motion to have passed.

**IN RE: RESOLUTION TO ADOPT A DEBT MANAGEMENT POLICY FOR BLOUNT COUNTY, TENNESSEE.**

Commissioner Samples made a motion to send the resolution to the agenda of the February County Commission meeting. Commissioner Lambert seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - yes
Burkhalter - yes	Gamble - yes	Lail - yes	Samples - yes
Carver - yes	Greene - yes	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - absent	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - no	Helton - yes	Moon - absent	

There were 15 voting yes, 1 voting no, and 5 absent. Chairman Farmer declared the motion to have passed.

**IN RE: REQUEST FOR OFFICE SPACE IN THE BLOUNT COUNTY COURTHOUSE FOR THE STATE DIVISION OF COUNTY AUDIT.**

Commissioner Burkhalter made a motion to send the recommendation by the Space Allocation Committee of space assignment for the State Division of County Audit to the agenda of the February County Commission meeting. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - yes
Burkhalter - yes	Gamble - yes	Lail - yes	Samples - yes
Carver - yes	Greene - yes	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - absent	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - yes	Helton - yes	Moon - absent	

There were 16 voting yes, and 5 absent. Chairman Farmer declared the motion to have passed.

**IN RE: SETTING OF PUBLIC HEARING REGARDING AMENDMENTS TO THE ZONING REGULATIONS REGARDING RIDGE-TOP AND HILLSIDE DEVELOPMENT STANDARDS.**

Commissioner Kirby made a motion to set the public hearing for April 12, 2012, at 6:30 pm. Commissioner Wright seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - yes
Burkhalter - yes	Gamble - yes	Lail - yes	Samples - yes
Carver - yes	Greene - yes	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - absent	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - yes	Helton - yes	Moon - absent	

There were 16 voting yes, and 5 absent. Chairman Farmer declared the motion to have passed.

**IN RE: PRESENTATION BY DIRECTOR OF SCHOOLS REGARDING BLOUNT COUNTY SCHOOLS 2010-2011 COMPARATIVE SYSTEM STUDY.**

Director of Schools Rob Britt gave a presentation to the committee regarding Blount County Schools 2010-2011 Comparative System Study. No action was taken.

**IN RE: ADJOURNMENT.**

Chairman Farmer declared the meeting to be adjourned.

**BLOUNT COUNTY CABLE TV AUTHORITY**

Meets 2<sup>nd</sup> Monday at 7:00 p.m.

Room 315, Blount County Courthouse

(Terms 3 years and until successor is elected)

Mr. Vaughn Belcher (Term expires 2/13/15) 617 Alcoa Road Alcoa, TN 37701	-	Alcoa Representative 865-982-7192
Mr. William C. Cochran (Term expires 2/13/13) 1310 Mildred Circle Alcoa, TN 37701	-	Alcoa Representative 865-977-7720
Mr. Donald L. Larson (Term expires 2/13/14) 1528 Louisville Road Alcoa, TN 37701	-	Alcoa Representative 865-984-0796
Mr. John T. Keeble (Appt. 3/19/09) 608 Patterson Road Walland, TN 37886	-	Blount County Representative 865-982-2699
Mr. Steve Hargis (Appt. 3/19/09) 218 Baldwin Road Friendsville, TN 37737	-	Blount County Representative 865-995-2679
Mr. Kenneth Melton (Appt. 3/19/09) 3428 Old Lowes Ferry Road Louisville, TN 37777	-	Blount County Representative 865-981-2683
Mr. Tom Taylor 138 Stanley Avenue Maryville, TN 37803	-	Maryville Representative 865-984-8585
Lauren Kardatzke 1530 Old Niles Ferry Road Maryville, TN 37803	-	Maryville Representative 865-983-7728
Mr. Steven J. Greene - Chairman 315 High Street Maryville, TN 37804	-	Maryville Representative 865-983-7642

Blount County Commission Office, 359 Court Street, Maryville, TN 37804



# BLOUNT COUNTY MAYOR

Ed Mitchell

341 Court Street, Maryville, TN 37804-5906

Phone: (865) 273-5700

Fax: (865) 273-5705

Email: emitchell@blounttn.org



## MEMO

**TO:** Blount County Board of Commissioners

**FROM:** Ed Mitchell, County Mayor

**RE:** Appointment to the Board of Directors for the Blount County Children's Home

**DATE:** February 14, 2012

For the information of the Commission, please be advised that I have appointed the following names on the Board of Directors of the Blount County Children's Home:

Addie Jo Loftis          Foothills Bank and Trust  
Term to expire on October 2012

Craig Hurst              Music instructor Blount County Schools, organist at Mt. Lebanon Church  
Term to expire on October 2013

Cheryl Sheperd          Customer Service Representative with US Cellular  
Term to expire on October 2014

Please see attached background information on each.

**Craig Hurst**

*Craig is a native Blount Countian and well-known for his many musical talents. Craig graduated from Maryville High School and Maryville College. He currently is the Organist at Mt Lebanon Church and is the music instructor to Blount County Schools. He has a unique vocation of also being a trainer and judge for pageants across the country and has attended most all the Miss America's Miss Tn, etc. Craig also owns a "special occasion" business to supply music to weddings and such.*

**Addie Loftis**

*Addie Jo Loftis has been in the banking business for more than 36 years! Thanks to several acquisitions, she has served with First Federal, Bank First, First National and currently with Foothills Bank and Trust. She is a mother of two sons, Jeremy and Justin and has two grandsons, Bradyn and Braxton. Addie is an avid animal lover and especially loves her dog, Seminole. Addie is vivacious and looks forward to sharing any talent she has with her service to the BCCCH board.*

**Cheryl Shepherd**

*Cheryl Shepherd is originally from Brandon, Florida. She moved to Blount County in 2010 with US Cellular and has immediately fallen in love with the seasons and mountains. While living in Tallahassee, FL, Cheryl served as a Florida State Legislature training manager for ten years. She currently is a customer relations coach with US Cellular. She has two grandchildren.*



# BLOUNT COUNTY MAYOR

Ed Mitchell

341 Court Street, Maryville, TN 37804-5906

Phone: (865) 273-5700

Fax: (865) 273-5705

Email: emitchell@blounttn.org



## MEMO

---

**TO:** Blount County Board of Commissioners  
**FROM:** Ed Mitchell, Blount County Mayor  
**RE:** Appointment to the Adult Oriented Establishment Board  
**DATE:** February 16, 2012

For your information, I have appointed the following names to serve on the Adult Oriented Establishment Board:

Melanie Davis  
Don Story

Please see bios attached.

Melanie E. Davis is a Blount County native. She lives in Maryville with her husband, Chad, and three daughters, ages 11, 7 and 4. Melanie is a 1989 graduate of Maryville High School. She graduated Phi Beta Kappa from the University of Tennessee in 1992 with a major in French. She then attended the University of Tennessee College of Law where she graduated in 1996 with honors.

Melanie has worked at Kizer & Black, Attorneys, since 1995 and is now a partner in the firm. She represents among other clients, the City of Maryville and the Maryville City School System. Melanie is certified by the National Board of Trial Advocacy and the State of Tennessee Commission on Continuing Legal Education and Specialization as a civil trial specialist. She has been a member of the Blount County Bar Association since 1996 and was President in 2001 and 2011. Further, she is a member of the Tennessee Bar Association, the Knoxville Bar Association, the Tennessee Municipal Attorneys Association, and the Litigation Counsel of America. She has served as a Hearing Committee member for the Tennessee Board of Professional Responsibility since 2005. She was a 2010 and 2011 Mid-South Rising Star Super Lawyer in business litigation. Recently, Melanie was recognized as one of the Top 40 Trial Lawyers Under The Age Of Forty in the State of Tennessee.

Melanie is a member of the Board of Directors of the Blount County Community Action Agency. She is former Board member of the Maryville City Schools Foundation, the Blount County American Red Cross, the YWCA of Blount County, Children's International Summer Villages, and Vocational Rehab of Blount County. She was a member of the Leadership Blount Class of 2001.

Don Story  
340 Martin Valley Road  
Walland, TN 37886  
(865) 984-3083

Graduated Walland High  
Bachelors from Maryville College  
Graduate School at University of TN, Knoxville

Taught with Maryville School Systems for 36 years

Married to Carol

Currently Serving on:

Blount County Sports Hall of Fame Board  
District Lay Leader for Maryville District, United Methodist Church  
Blount County Animal Center Advisory Board

Community Volunteer:

Reads with First Grade at Walland Elementary  
Fairpark Health Care Center  
Blount County Animal Center

**RESOLUTION No. 12-03-002**

***Sponsored by Commissioners Tab Burkhalter and Scott Helton***

**A RESOLUTION REQUESTING LEGISLATION TO MOVE THE DUTIES OF PROBATE CLERK TO THE CLERK AND MASTER’S OFFICE.**

**WHEREAS**, the duties of the Probate Clerk for Blount County have historically been performed by the office of the Blount County Clerk pursuant to section 21 of chapter 345 of the Tennessee Private Acts of 1947; and

**WHEREAS**, section 18-6-106(a)(1) of the Tennessee Code Annotated states, "Notwithstanding any law or public, private, special or local act to the contrary, no county clerk shall serve as clerk of a court with probate jurisdiction. In any county in which the county clerk is performing this function, the duties as to administration of estates and guardian appointments shall be vested in either the clerk of the court with probate jurisdiction or the clerk and master. In any county in which the county clerk is the only clerk of the court with probate jurisdiction, these duties shall be transferred to the clerk and master;" and

**WHEREAS**, Blount County was excepted out of the operation of section 18-6-106(a)(1) of the Tennessee Code Annotated by population pursuant to section 18-6-106(a)(2)(A) of the Tennessee Code Annotated so that the office of Blount County Clerk continued to perform the duties of the Probate Clerk for Blount County; and

**WHEREAS**, the Blount County Clerk has expressed a willingness to transfer the duties of the Probate Clerk for Blount County to the office of the Blount County Clerk and Master; and the Blount County Clerk and Master has expressed a willingness to accept such transfer and to perform the duties of the Probate Clerk for Blount County; and the Blount County General Sessions Court, exercising probate jurisdiction, has expressed a willingness for such transfer to take place; and

**WHEREAS**, moving the duties will result in greater efficiencies of operation, savings in transportation of records between the Courthouse and the Justice Center, and more uniformity with other counties in Tennessee in regard to Probate jurisdiction; and

**WHEREAS**, an amendment to remove Blount County from the operation of section 18-6-106(a)(2)(A) of the Tennessee Code Annotated is necessary for such transfer to take place.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Blount County, Tennessee, meeting in regular session on this 15th day of March, 2012, in Maryville, Tennessee, that the Legislative Delegation from Blount County is hereby requested to pursue legislation to amend section 18-6-106(a)(2)(A) of the Tennessee Code Annotated to remove Blount County from its operation; and

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

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**BUDGET TRANSFER**

**(COMMISSION ACTION NEEDED)**

<b><u>FUND</u></b>	<b><u>AMOUNT</u></b>	<b><u>BUDGET COMMITTEE</u></b>	<b><u>VOTE</u></b>
115 – Public Library Libraries	\$8,802.00	Recommended	5 - yes



# **BUDGET INCREASES/DECREASES**

## **(COMMISSION ACTION NEEDED)**

<b><u>FUND</u></b>	<b><u>AMOUNT</u></b>	<b><u>BUDGET COMMITTEE</u></b>	<b><u>VOTE</u></b>
<b>101 – Gen. County Veterans</b>	<b>\$ 4,400.00</b>	<b>Recommended</b>	<b>5 - yes</b>
<b>189 – Gen. Construction Edu. Capital Projects</b>	<b>\$52,000.00</b>	<b>Recommended</b>	<b>5 - yes</b>
<b>101 – Gen. County Planning</b>	<b>\$ 6,060.00</b>	<b>Recommended</b>	<b>5 - yes</b>
<b>101 – Gen. County Gen. Welfare Assistance</b>	<b>\$10,697.00</b>	<b>Forward w/o recommendation</b>	<b>5 - yes</b>
<b>101 – Gen. County Gen. Welfare Assistance</b>	<b>\$ 2,042.00</b>	<b>Forward w/o recommendation</b>	<b>5 - yes</b>

**RESOLUTION NO. 12-03-003**

**Sponsored by: Commissioners Kenneth Melton and Mike Lewis**

**A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.**

**WHEREAS**, Blount County would like to amend the General County Fund Budget to appropriate funds for dependent insurance coverage picked up during annual enrollment for second half of fiscal year.

**WHEREAS**, it is deemed to be in the best interest of Blount County to amend the General County Fund Budget as requested.

**NOW THEREFORE, BE IT RESOLVED** BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 15<sup>th</sup> day of March, 2012 that the General County Fund Budget shall be amended as follows:

**Revenue:**

**101-0-48990-0                    Use of Fund Balance .....\$4,400.00**

**APPROPRIATION:**

**101-58300-500205            Employee Dependent Insurance .....\$4,400.00**

**Duly authorized and approved this 15<sup>th</sup> day of March, 2012.**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
**Commission Chairman**

\_\_\_\_\_  
**County Clerk**

Approved: \_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date



**RESOLUTION NO. 12-03-004**

**Sponsored by: Commissioners Steve Samples and Kenneth Melton**

**A RESOLUTION TO AMEND EDUCATIONAL CAPITAL PROJECT BUDGET.**

**WHEREAS**, Blount County would like to amend the Educational Capital Project Budget to use Education Capital funds to replace the William Blount HS 9<sup>th</sup> Grade Academy cooling tower.

**WHEREAS**, it is deemed to be in the best interest of Blount County to amend the Educational Capital Project Budget as requested.

**NOW THEREFORE, BE IT RESOLVED** BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 15<sup>th</sup> day of March, 2012 that the Educational Capital Project Budget shall be amended as follows:

**Revenue:**

**189-0-48990-11122                      Transfers In .....\$52,000.00**

**APPROPRIATION:**

**189-76000-500712-11123    Heating & Air Condition Equip. ....\$52,000.00**

**Duly authorized and approved this 15<sup>th</sup> day of March, 2012.**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
**Commission Chairman**

\_\_\_\_\_  
**County Clerk**

Approved: \_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**Blount County, Tennessee**  
**REQUEST FOR BUDGET INCREASE/DECREASE**  
**Fiscal Year 2010-2011**

Fund Number 189 Cost Center Number 91300

Fund Name Gen. Construction Cost Center Name Education Capital Projects

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Appropriation:	<u>189-76000-500712-11123</u>	Heating & Air Condition Equipment	52,000.00
	<b>Total Appropriation:</b>		52,000.00

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Estimated Revenue:	<u>189-0-48990-11122</u>	Transfers In	52,000.00
	<b>Total Estimated Revenue:</b>		52,000.00

Reason for requested increase/decrease:

Use of Education Capital funds to replace the William Blount HS 9th Academy cooling tower.

Note:  
 Total appropriation  
 must agree with total  
 estimated revenue.

*Joy Logan*  
 Signature of Department Head

2-20-12  
 Date

**"Approved By The Board Of Education"** 3-1-12

Board Committee  
 Date 3-5-12  
 Approved  
 Recommended for  
 commission consideration  
 Declined  
 Tabled  
 Deferred  
 yes no  
 yes no  
 yes no  
 yes no  
 yes no

**RESOLUTION NO. \_\_\_\_\_**

**Sponsored by: Commissioners Steve Samples and Kenneth Melton**

**A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.**

**WHEREAS**, Blount County would like to amend the General County Fund Budget for State Pass-Through Grant as start up for new planning assistance contract for Friendsville.

**WHEREAS**, it is deemed to be in the best interest of Blount County to amend the General County Fund Budget as requested.

**NOW THEREFORE, BE IT RESOLVED BY THE** Board of Commissioners of Blount County, Tennessee assembled in regular session this 15<sup>th</sup> day of March, 2012 that the General County Fund Budget shall be amended as follows:

**Revenue:**

**101-0-469801-0      Local Planning Assistance Transition  
Grant from State of TN .....\$6,060.00**

**APPROPRIATION:**

<b>101-51720-500105</b>	<b>Supervisor Salary .....</b>	<b>\$1,061.70</b>
<b>101-51720-500161</b>	<b>Secretary Salary .....</b>	<b>\$ 470.40</b>
<b>101-51720-500435</b>	<b>Office Supplies.....</b>	<b>\$ 505.90</b>
<b>101-51720-500709</b>	<b>Data Processing Equipment .....</b>	<b>\$2,183.00</b>
<b>101-51720-500432</b>	<b>Library Books/Media.....</b>	<b>\$ 597.00</b>
<b>101-51900-500399</b>	<b>GIS Service – Maryville</b>	<b><u>\$1,242.00</u></b>
	<b>TOTAL.....</b>	<b>\$6,060.00</b>

Duly authorized and approved this 15<sup>th</sup> day of March, 2012.

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
**Commission Chairman**

\_\_\_\_\_  
**County Clerk**

Approved: \_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
**County Mayor**

\_\_\_\_\_  
**Date**



## Document Approval Status

SetID: SHARE Contract ID: 0000000000000000000000030321  
 Vendor ID: 0000000015 Blount County Government

[Review/Edit Approvers](#)

### Stage 1 DOC approval

**Approved** [View Comments](#)

Final Approval

**Approved**

✓ Jessica L. Johnson  
Document Approval 1  
2/16/2012 - 12:17 PM

→

**Approved**

✓ Brittte N Tubbs  
Document Approval 2  
2/16/2012 - 1:44 PM

→

**Approved**

✓ Robert E Barlow  
Document Approval 3  
2/17/2012 - 11:09 AM

**Approval Comment History**

**Mary Anne J Queen at 2/17/2012 - 2:50 PM**  
 Approval of the F&A approved document on behalf of the Comptroller is perfunctory and shall not be construed to imply that the documents were reviewed for merit and/or approval. Document is now set to On Hold. This document should remain On Hold until OCR sets to Approved.

**Robert E Barlow at 2/17/2012 - 11:09 AM**  
 Approved [by OCR staff] indicated above, denotes approval pursuant to current signatory authority and CPO direction to expedite F&A Commissioner approval relevant to the attached, OCR STAMPED COPY of: GG1137923

### Post Budget

**Approved** [View Comments](#)

Post Budget

**Approved**

✓ Mary Anne J Queen  
Document Approval - Comptrolle  
2/17/2012 - 2:50 PM

→

**Approved**

✓ Kippine K Smith  
Document Approval 3  
2/17/2012 - 2:56 PM

**Approval Comment History**

**Mary Anne J Queen at 2/17/2012 - 2:50 PM**  
 Approval of the F&A approved document on behalf of the Comptroller is perfunctory and shall not be construed to imply that the documents were reviewed for merit and/or approval. Document is now set to On Hold. This document should remain On Hold until OCR sets to Approved.

**Robert E Barlow at 2/17/2012 - 11:09 AM**  
 Approved [by OCR staff] indicated above, denotes approval pursuant to current signatory authority and CPO direction to expedite F&A Commissioner approval relevant to the attached, OCR STAMPED COPY of: GG1137923

[Return to Document Management](#)



# GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)



Begin Date 7/1/2011	End Date 12/31/2012	Agency Tracking # 33007-43512	Edison ID 30321		
Contractor Legal Entity Name Blount County			Edison Vendor ID 15		
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA #			
Service Caption (one line only) Assistance to communities with local planning activities					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012	\$6,060.00				\$6,060.00
TOTAL:	\$6,060.00				\$6,060.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE - GG		
 2/13/12			GG1137923		
Speed Chart (optional)		Account Code (optional)			



**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT  
AND  
BLOUNT COUNTY**

This Grant Contract, by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" and Blount County, hereinafter referred to as the "Grantee," is for the provision of assistance to communities with local planning activities, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 15

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall secure the services of a professional planner to provide local planning assistance services due to the abolishment of the ECD Local Planning Office. The services must be secured either by hiring staff, by entering into an inter-local agreement, by contract with a Development District or by contract with a private planning consultant.
- A.3. The Grantee shall ensure compliance with the annual continuing educational requirement as mandated by Tennessee law for planning commissioners, board of zoning appeals members and their staff.
- A.4. The Grantee shall acquire all necessary supplies and services for the establishment and/or furtherance of a local planning program.

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning July 1, 2011, and ending on December 31, 2012. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Thousand Sixty Dollars (\$6,060). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.



C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

ECD Budget/Fiscal Office  
312 Rosa L. Parks Avenue, 9<sup>th</sup> floor  
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Economic and Community Development, Rural Development Division.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the



total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of



Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.

- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.



D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454



- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the



Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.



- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brigitte Tubbs-Jones, Attorney/Contracts Unit Director  
Department of Economic and Community Development  
312 Rosa L. Parks Avenue, 9<sup>th</sup> floor, Nashville, TN 37243  
[Brigitte.tubbs-jones@tn.gov](mailto:Brigitte.tubbs-jones@tn.gov)  
Telephone # 615-253-2195  
FAX # 615-532-5139

The Grantee:

John Lamb, Director/Blount County Planning Department  
Blount County  
327 Court Street, Maryville, TN 37804  
[planning@blounttn.org](mailto:planning@blounttn.org) / [emitchell@blounttn.org](mailto:emitchell@blounttn.org)  
Telephone # 865-273-5750/865-273-5700  
FAX # 865-273-5705/865-273-5759

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should



such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

IN WITNESS WHEREOF,

BLOUNT COUNTY:

*[Signature]* 1-26-12  
GRANTEE SIGNATURE DATE

Mayor Ed Mitchel, Blount County

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

*[Signature]* 1-27-12 DATE  
GRANTEE SIGNATURE DATE

Mayor Ann Edmonds , Friendsville

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

*William F. Hagerty* 2-10-12  
WILLIAM F. HAGERTY, COMMISSIONER DATE



GRANT BUDGET				
Local Planning Transition Assistance Grant- Blount County on behalf of Friendsville				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2011 END: December 31, 2012				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$2,000.00	\$5,250.00	\$7,250.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$4,060.00	0.00	\$4,060.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>\$6,060.00</b>	<b>\$5,250.00</b>	<b>\$11,310.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.state.in.us/finance/acl/documents/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.



**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Local Planning Assistance professional fees (Blount County Planning and Blount GIS)	\$2,000.00
<b>TOTAL</b>	<b>\$2,000.00</b>

**RESOLUTION No. 12-03-006**

**Sponsored by Commissioners Ken Melton and Holden Lail**

**RESOLUTION TO CONSIDER, WITHOUT RECOMMENDATION FROM BUDGET COMMITTEE, TO AMEND THE GENERAL COUNTY FUND BUDGET**

**WHEREAS**, the Blount County Children’s Home, Inc. is a charitable non-profit organization, located in Blount County, Tennessee, and is generally exempt from Blount County property taxes under their tax exempt status as a charitable organization; and

**WHEREAS**, due to clerical error and improper filing of paperwork, the Blount County Children’s Home, Inc. lost their tax-exempt status for tax years 2008 and 2009, and as a result thereof, owe property taxes to Blount County for those years in the amount of \$10,697, and

**WHEREAS**, a lawsuit has been filed and is presently pending to collect said taxes between Blount County and the Blount County Children’s Home, Inc. and

**WHEREAS**, the parties would like to resolve said lawsuit by the Blount County Children’s Home, Inc. paying the taxes owed and Blount County making a charitable contribution back to Blount County Children’s Home, Inc. pursuant to T.C.A. §5-9-109, which allows the County to make contributions to charitable and civic organizations; and

**WHEREAS**, the result of said settlement would not unduly burden the Blount County Children’s Home, Inc. of their resources for the charitable work for which they are designed.

**NOW, THEREFORE, BE IT RESOLVED, BY THE BLOUNT COUNTY LEGISLATIVE BODY MEETING IN REGULAR SESSION AT MARYVILLE, TENNESSEE**, on this 15th day of March, 2012, that the General County Fund Budget shall be amended as follows:

Revenue:  
101-0-48990-0                      Use of Fund Balance.....\$10,697

Appropriation:  
101-55510-500316-0              Contribution.....\$10,697

**Duly authorized and approved this 15<sup>th</sup> day of March, 2012,**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**Blount County, Tennessee  
REQUEST FOR BUDGET INCREASE/DECREASE  
Fiscal Year 2011-2012**

Fund Number 101 Cost Center Number 55510

Fund Name General County Cost Center Name General Welfare Assistance

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Appropriation:	101-55510-500316-0	Contributions	10,697.00
	<b>Total Appropriation:</b>		<b>\$ 10,697.00</b>

Estimated Revenue:	101-0-48990-0	Use of Fund Balance	10,697.00
	<b>Total Estimated Revenue:</b>		<b>\$ 10,697.00</b>

Reason for requested increase/decrease:  
 To provide appropriation for a contribution to the Blount County Children's Home so that this not-for profit entity can pay property taxes to Blount County due and payable for tax years 2008 & 2009, so that a pending lawsuit between the parties may be settled without placing undue burden on the entity. The taxes due and payable are a result of clerical error which resulted in a temporary loss of tax-exempt status. Tax exempt status has since been restored.

Note:  
 Total appropriation must agree with total estimated revenue.

Signature of Department Head *Ann Waters* Date 3-1-12

**RESOLUTION No. 12-03-007**

**Sponsored by Commissioners Ken Melton and Holden Lail**

**RESOLUTION TO CONSIDER, WITHOUT RECOMMENDATION FROM BUDGET COMMITTEE, TO AMEND THE GENERAL COUNTY FUND BUDGET**

**WHEREAS**, the Appalachian Black Bear Rehab and Release Center, Inc. is a charitable non-profit organization, located in Blount County, Tennessee, and is generally exempt from Blount County property taxes under their tax exempt status as a charitable organization; and

**WHEREAS**, due to clerical error and improper filing of paperwork, the Appalachian Black Bear Rehab and Release Center, Inc. lost their tax-exempt status for tax years 2006, 2007 and 2008, and as a result thereof, owe property taxes to Blount County for those years in the amount of \$2,042, and

**WHEREAS**, a lawsuit has been filed and is presently pending to collect said taxes between Blount County and the Appalachian Black Bear Rehab and Release Center, Inc., and

**WHEREAS**, the parties would like to resolve said lawsuit by the Appalachian Black Bear Rehab and Release Center, Inc. paying the taxes owed and Blount County making a charitable contribution back to Appalachian Black Bear Rehab and Release Center, Inc. pursuant to T.C.A. §5-9-109, which allows the County to make contributions to charitable and civic organizations; and

**WHEREAS**, the result of said settlement would not unduly burden the Appalachian Black Bear Rehab and Release Center, Inc. of their resources for the charitable work for which they are designed.

**NOW, THEREFORE, BE IT RESOLVED, BY THE BLOUNT COUNTY LEGISLATIVE BODY MEETING IN REGULAR SESSION AT MARYVILLE, TENNESSEE**, on this 15th day of March, 2012, that the General County Fund Budget shall be amended as follows:

Revenue:	
101-0-48990-0	Use of Fund Balance.....\$2,042
Appropriation:	
101-55510-500316-0	Contribution.....\$2,042

**Duly authorized and approved this 15<sup>th</sup> day of March, 2012,**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**Blount County, Tennessee  
REQUEST FOR BUDGET INCREASE/DECREASE  
Fiscal Year 2011-2012**

Fund Number 101 Cost Center Number 55510

Fund Name General County Cost Center Name General Welfare Assistance

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Appropriation:	101-55510-500316-0	Contributions	2,042.00
	<b>Total Appropriation:</b>		<b>\$ 2,042.00</b>

Estimated Revenue:	101-0-48990-0	Use of Fund Balance	2,042.00
	<b>Total Estimated Revenue:</b>		<b>\$ 2,042.00</b>

Reason for requested increase/decrease:  
To provide appropriation for a contribution to the Appalachian Black Bear Rehab and Release Center so that this not-for profit entity can pay property taxes to Blount County due and payable for tax years 2006, 2007 & 2008, so that a pending lawsuit between the parties may be settled without placing undue burden on the entity. The taxes due and payable are a result of clerical error which resulted in a temporary loss of tax-exempt status. Tax exempt status has since been restored.

Note:  
Total appropriation must agree with total estimated revenue.

Signature of Department Head Thomas H. Haeckel V.P. Date 3-1-12



STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
Division of Financial Responsibility  
Eighth Floor, L & C Annex  
401 Church Street  
Nashville, TN 37243  
(615) 532-0851

January 30, 2012

Mr. Kenny Wiggins  
Public Works Director  
223 Associates Blvd.  
Alcoa, TN 37701

The Honorable Ed Mitchell  
Blount County Mayor  
Courthouse, 341 Court Street  
Maryville, Tennessee 37804

The Honorable Donald Mull  
Mayor of Alcoa, TN  
223 Associates Blvd.  
Alcoa, Tennessee 37701-1943

The Honorable Tom Taylor  
Mayor of Maryville, TN  
404 West Broadway  
Maryville, Tennessee 37801-4710

RE: Annual Inflation Adjustment of the financial assurance for the *City of Alcoa, the City of Maryville, and Blount County Landfills, Permit#(s) DML 05-0091 NA, DML 05-0091 SA, and SNL 05-103-0105 Original Vertical Expansion Phase 1-7*, as determined by the Division of Solid Waste Management, Tennessee Department of Environment and Conservation.

Dear Mr. Wiggins, Mayor Mitchell, Mayor Mull, and Mayor Taylor:

**All county and municipal "Contracts in Lieu of Performance Bonds" must be adjusted annually for inflation by no later than the anniversary date of the issuance of the contract.**

The staff of the Financial Responsibility Group utilizing data published by the U. S. Department of Commerce has projected the GNP (Gross National Product) inflation factor to be used for the inflation adjustments and renewals required before *March 31, 2012*. Our projection of the inflation factor to be used is **2.4%**. The amount of your financial assurance instrument(s) from the Year 2011 must be multiplied by **1.024**. The permitted facility and/or the Department may reserve the right to adjust this figure later based upon the actual inflation factor published by the U.S. Department of Commerce. The U. S. Department of Commerce does not make this information available until late March of each year.

**Please review the amount(s) listed for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:**

Mr. Kenny Wiggins  
 Mayor Mitchell  
 Mayor Mull  
 Mayor Taylor  
 Alcoa, Maryville, Blount County  
 January 30, 2012  
 Page 2

Facility Permit #:	Financial Instrument Type & No.:	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance "On File"	Inflation Adjustment / Increase Required:	Inflation Adjustment and Allowable Post-Closure Reduction:	Total "Required" Amount of Financial Assurance:
DML 05-0091 NA	Contract	03-01-12	\$ 303,025.00	\$ 10,394.00	\$	\$ 313,419.00
DML 05-0091 SA	Contract	03-01-12	\$ 1,086,463.00	\$ 26,075.00	\$	\$ 1,112,538.00
SNL 05-0105 Orig. Vert.& Lat. Exp (Ph 1-7)	Contract	07-27-12	\$ 10,378,460.00	\$ 250,545.00	\$	\$ 10,629,005.00

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the 2010 annual inflation adjustment and/or post closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

**PLEASE NOTE**

- (1) Any County and/or Municipal Contract In Lieu of Performance Bonds incurring an annual inflation adjustment shall not be processed by amendment until the amount of the adjustment equals or exceeds FIVE THOUSAND DOLLARS (\$5,000.00).**

Mr. Wiggins, please note that the Contracts in Lieu of Performance Bond have been included in your packet. If you would be so kind as to review the contracts and upon your approval, coordinate the signing of six (6) original contracts and forward the same to Mayor Cunningham, Mayor Mull and Mayor Taylor for their signatures and return of the same.

If you have any questions, please call me at (615) 532-0848. Please submit the inflation adjusted financial instrument to the Financial Responsibility Group at the address listed on the letterhead as indicated above.

Respectfully,

  
 James Marks, ASA IV  
 Financial Responsibility Group

CC: Revendra Awashti, Manager of Solid Waste Management, Knoxville Field Office, TDEC

Enclosure: Customer Information Spreadsheet

# FINANCIAL RESPONSIBILITY

## CUSTOMER DATABASE

<b>DIVISION</b>	<b>Solid Waste Management</b>		<b>Evaluated by:</b>	JEM
<b>(UST ONLY)</b>	<input type="checkbox"/> FUND PARTICIPANT <input type="checkbox"/> ELIGIBILITY ASSUMED	<input type="checkbox"/> FUND PARTICIPANT <input type="checkbox"/> NOT FUND ELIGIBLE	<input type="checkbox"/> NOT PARTICIPATING IN THE FUND	
<b>OWNER/ OPERATOR NAME</b>	City of Alcoa, TN / City of Maryville, TN / Blount County, TN			
<b>ADDRESS</b>	223 Associates Blvd. (Alcoa Dep. of Public Works)			
	Alcoa, TN 37701			
<b>CONTACT PERSON</b>	Mr. Kenny Wiggins, P.E.	Mr. Sam Holloway		
<b>TITLE</b>	Director of Engineering & Alcoa Public Works			
<b>TELEPHONE #</b>	(865) 380-4800	(865) 995-2998		
<b>FAX NUMBER</b>				
<b>CORPORATE PARENT/OWNER</b>				
<b>ADDRESS</b>	Blount County, TN	City of Alcoa, TN	City of Maryville, TN	
<b>CONTACT PERSON</b>	Mr. Ed Mitchell	Mr. Don Mull	Mr. Tom Taylor	
<b>TITLE</b>	Mayor (Blount County, TN)	Mayor (Alcoa, TN)	Mayor (Maryville, TN)	
<b>TELEPHONE #</b>	(865) 273-5700	(865) 380-4795	(865) 981-1300	
<b>FAX NUMBER</b>				
<b>HW INSTALLATION ID # (EPA)</b>				
<b>SOLID WASTE PERMIT #</b>	SNL 05-0105 Original Vertical & Lateral Expansion (Phases 1-7) , DML 05-0091 NA, DML 05-0091 SA			
<b>UST OWNER ID #</b>				
<b>RADIOLOGICAL HEALTH PERMIT #</b>				
<b>SUPERFUND PERMIT #</b>				
<b>GEOLOGY (OIL &amp; GAS) PERMIT #</b>				
<b>WATER POLLUTION CONTROL (SURFACE MINING) PERMIT #</b>				

**FACILITY ID#(s) OR PERMIT #(s) UNDER THIS OWNER**

FACILITY OR PERMIT ID #	LOCATION OR ADDRESS
DML 05-0091 NA	Blount County, TN
DML 05-0091 SA	Blount County, TN
SNL 05-0105 & Exp (Ph 1-7)	Blount County, TN

**Summary Sheet**  
**Amount of Financial Assurance Required**

PERMIT ID # OR FACILITY ID # (s)	AMOUNT OF CLOSURE OPERATING CONTINGENCY REQUIRED (A)	AMOUNT OF POST-CLOSURE REQUIRED (B)	AMOUNT OF 3RD PARTY LIABILITY REQUIRED (C)	AMOUNT OF CORRECTIVE ACTION REQUIRED (D)	INSTRUMENT TYPE AND ISSUE DATE (E)	ISSUING INSTITUTION (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE (G)
DML 05-0091 NA	\$311,940.62	\$1,477.47					\$313,418.09
DML 05-0091 SA	\$1,097,109.11	\$15,428.43					\$1,112,537.54
SNL 05-0105 Orig. Vert. & Lat. Exp (Ph 1-7)	\$7,732,615.85	\$2,896,389.12					\$10,629,004.97
<b>Total Required</b>	\$9,141,665.58	\$2,913,295.02	\$0.00	\$0.00		<b>Total (A,B,C,D)</b>	<b>\$12,054,960.60</b>

**Amount of Financial Assurance On File**

PERMIT ID # OR FACILITY ID#(s)	AMOUNT OF CLOSURE OPERATING CONTINGENCY ON FILE (AA)	AMOUNT OF POST-CLOSURE ON FILE (BB)	AMOUNT OF 3RD PARTY LIABILITY ON FILE (CC)	AMOUNT OF CORRECTIVE ACTION ON FILE (DD)	INSTRUMENT TYPE AND ISSUE DATE (E)	ISSUING INSTITUTION (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE (G)
DML 05-0091 NA	\$301,596.48	\$1,428.48			C 3/1/99	Blount County	\$303,024.96
DML 05-0091 SA	\$1,071,396.17	\$15,066.83			C 3/1/99	Blount County	\$1,086,463.00
SNL 05-0105 Orig. Vert. & Lat. Exp (Ph 1-7)	\$7,550,344.04	\$2,828,115.96			C 7/27/99	Blount County	\$10,378,460.00
<b>Total on File</b>	\$8,923,336.68	\$2,844,611.27	\$0.00	\$0.00		<b>Total (AA,BB,CC,DD)</b>	<b>\$11,767,947.96</b>
Net amount underfunded as of 01/26/2012	-\$218,328.90	-\$68,683.75					-\$287,012.64

ABBR. C - CONTRACT CB - CASHBOND, CHECK OR CASH CD - CERTIFICATE OF DEPOSIT CG-FT - CORPORATE GUARANTEE  
 FINANCIAL TEST CI - CERTIFICATE OF INSURANCE FT - FINANCIAL TEST GG - GOVERNMENT GUARANTEE LC - LETTER OF CREDIT PB  
 - PERFORMANCE BOND S - SECURITIES TF - TRUST FUND

## Attachment 1: Calculating Financial Assurance - Inflation Adjustment During the Operating Life of the Facility

Facility :	Alcoa / Maryville / Blount County Demolition Landfill					
Permit# :	DML 05-0091 NA					
Initial Year Calculated :	1998 (Still Operating)					
YEAR (A) (establish date times next year inflation rate)	ANNUAL INFLATION FACTOR (B)	CLOSURE COST (1) (C)	POST CLOSURE COST (2) (D)	OPERATING COST (3) (E)	CORRECTIVE ACTION/ CONTINGENCY COST(4)(F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE DUE (G)
	(18)Formula=	=C17*B18	=D17*B18		=F17*B18	=SUM(C18:F18)
1997	1.02					
1998	1.02	\$212,915.00	\$1,130.00	\$14,250.00	\$11,414.00	\$239,709.00
1999	1.01	\$215,044.15	\$1,141.30	\$14,392.50	\$11,528.14	\$242,106.09
2000	1.015	\$218,269.81	\$1,158.42	\$14,608.39	\$11,701.06	\$245,737.68
2001	1.021	\$222,853.48	\$1,182.75	\$14,915.16	\$11,946.78	\$250,898.17
2002	1.022	\$227,756.25	\$1,208.77	\$15,243.30	\$12,209.61	\$256,417.93
2003	1.011	\$230,261.57	\$1,222.06	\$15,410.97	\$12,343.92	\$259,238.53
2004	1.016	\$233,945.76	\$1,241.62	\$15,657.55	\$12,541.42	\$263,386.35
2005	1.022	\$239,092.57	\$1,268.93	\$16,002.02	\$12,817.33	\$269,180.85
2006	1.027	\$245,548.06	\$1,303.19	\$16,434.07	\$13,163.40	\$276,448.73
2007	1.030	\$252,914.51	\$1,342.29	\$16,927.09	\$13,558.30	\$284,742.19
2008	1.027	\$259,743.20	\$1,378.53	\$17,384.12	\$13,924.38	\$292,430.23
2009	1.024	\$265,977.04	\$1,411.62	\$17,801.34	\$14,258.56	\$299,448.56
2010	1.012	\$269,168.76	\$1,428.55	\$18,014.96	\$14,429.67	\$303,041.94
2011	1.010	\$271,860.45	\$1,442.84	\$18,195.11	\$14,573.96	\$306,072.36
2012	1.024	\$278,385.10	\$1,477.47	\$18,631.79	\$14,923.74	\$313,418.09

(1) The estimated 3rd party cost to close the solid waste unit as submitted by owner/operation and as approved and amended by the Division of Solid Waste Management.

(2) The summation of the required years of post closure cost as submitted by the owner/operator and approved or amended by the Division

(3) Calculated at 95 tons per day for individual year x 30 days at \$6.54 per ton.

(4) Calculated at 5% of items (1+2+3) above.

**Note:** The total amount of financial assurance can be reduced after certification of closure by the sum of closure cost, operations cost, and contingency cost as established by the cumulative annual inflation adjustments at the point of closure.

## Attachment 1: Calculating Financial Assurance - Inflation Adjustment During the Operating Life of the Facility

<b>Facility :</b> Alcoa / Maryville / Blount County Demolition Landfill						
<b>Permit# :</b> DML 05-0091 SA						
<b>Initial Year Calculated :</b> 1998 (Still Operating)						
YEAR (A) (establish date times next year inflation rate)	ANNUAL INFLATION FACTOR (B)	CLOSURE COST (1) (C)	POST CLOSURE COST (2) (D)	OPERATING COST (3) (E)	CORRECTIVE ACTION/ CONTINGENCY COST(4)(F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE DUE (G)
	(18)Formula=	=C17*B18	=D17*B18		=F17*B18	=SUM(C18:F18)
1997	1.02					
1998	1.02	\$784,325.00	\$11,800.00	\$14,250.00	\$40,518.00	\$850,893.00
1999	1.01	\$792,168.25	\$11,918.00	\$14,392.50	\$40,923.18	\$859,401.93
2000	1.015	\$804,050.77	\$12,096.77	\$14,608.39	\$41,537.03	\$872,292.96
2001	1.021	\$820,935.84	\$12,350.80	\$14,915.16	\$42,409.31	\$890,611.11
2002	1.022	\$838,996.43	\$12,622.52	\$15,243.30	\$43,342.31	\$910,204.56
2003	1.011	\$848,225.39	\$12,761.37	\$15,410.97	\$43,819.08	\$920,216.81
2004	1.016	\$861,797.00	\$12,965.55	\$15,657.55	\$44,520.18	\$934,940.27
2005	1.022	\$880,756.53	\$13,250.79	\$16,002.02	\$45,499.62	\$955,508.96
2006	1.027	\$904,536.96	\$13,608.56	\$16,434.07	\$46,728.11	\$981,307.70
2007	1.03	\$931,673.06	\$14,016.82	\$16,927.09	\$48,129.96	\$1,010,746.93
2008	1.027	\$956,828.24	\$14,395.27	\$17,384.12	\$49,429.47	\$1,038,037.10
2009	1.024	\$979,792.11	\$14,740.76	\$17,801.34	\$50,615.77	\$1,062,949.99
2010	1.012	\$991,549.62	\$14,917.65	\$18,014.96	\$51,223.16	\$1,075,705.39
2011	1.010	\$1,001,465.12	\$15,066.83	\$18,195.11	\$51,735.39	\$1,086,462.45
2012	1.024	\$1,025,500.28	\$15,428.43	\$18,631.79	\$52,977.04	\$1,112,537.54

(1) The estimated 3rd party cost to close the solid waste unit as submitted by owner/operation and as approved and amended by the Division of Solid Waste Management.

(2) The summation of the required years of post closure cost as submitted by the owner/operator and approved or amended by the Division

(3) Calculated at 95 tons per day for individual year x 30 days at \$6.54 per ton.

(4) Calculated at 5% of items (1+2+3) above.

**Note:** The total amount of financial assurance can be reduced after certification of closure by the sum of closure cost, operations cost , and contingency cost as established by the cumulative annual inflation adjustments at the point of closure.

## Attachment 1: Calculating Financial Assurance - Inflation Adjustment During the Operating Life of the Facility

<b>Facility :</b>	Alcoa / Maryville / Blount County Sanitary Landfill					
<b>Permit# :</b>	SNL 05-0105 Original + Vertical & Lateral Expansion (Phases 1-7)					
<b>Initial Year Calculated :</b>	1996 (Still Operating)					
YEAR (A) (establish date times next year inflation rate)	ANNUAL INFLATION FACTOR (B)	CLOSURE COST (1) (C)	POST CLOSURE COST (2) (D)	OPERATING COST (3) (E)	CORRECTIVE ACTION/ CONTINGENCY COST(4)(F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE DUE (G)
	(18)Formula=	=C17*B18	=D17*B18		=F17*B18	=SUM(C18:F18)
2001	1.021					
2002	1.022					
2003	1.011					
2004	1.016					
2005	1.022					
2006	1.027					
2007	1.030					
2008	1.027					
2009	1.024					
2010	1.012	\$6,844,430.00	\$2,800,500.00	\$142,800.00	\$489,386.50	\$10,277,116.50
2011	1.010	\$6,912,874.30	\$2,828,505.00	\$144,228.00	\$494,280.37	\$10,379,887.67
2012	1.024	\$7,078,783.28	\$2,896,389.12	\$147,689.47	\$506,143.09	\$10,629,004.97

- (1) The estimated 3rd party cost to close the solid waste unit as submitted by owner/operation and as approved and amended by the Division of Solid Waste Management.
- (2) The summation of the required years of post closure cost as submitted by the owner/operator and approved or amended by the Division
- (3) Calculated at 238 tons per day for individual year x 30 days at \$20.68 per ton.
- (4) Calculated at 5% of items (1+2+3) above.

**Note:** The total amount of financial assurance can be reduced after certification of closure by the sum of closure cost, operations cost , and contingency cost as established by the cumulative annual inflation adjustments at the point of closure.

**Amendment of Contract in Lieu of Performance Bond**

Whereas, the City of Alcoa, the City of Maryville, and Blount County and the State of Tennessee Department of Environment and Conservation previously entered into a Contract in Lieu of Performance Bond (Copy attached) and subsequent amendments thereto for proper operation and closure and/or post-closure of the Alcoa, Maryville, Blount County Sanitary Landfill, Registration Numbers DML 05-0091NA and DML 05-0091SA; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to \$1,385,901.00 (\$299,438.00 for NA and \$1,086,463.00 for SA) from any funds being disbursed or to be disbursed from the State to the Cities and County as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and Alcoa, Maryville, and Blount County desire to increase the amount of said financial assurance from \$1,385,901.00 to \$1,425,957.00 (\$313,419.00 for NA and \$1,112,538.00 for SA).

Therefore, Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure "\$1,385,901.00" is deleted and the figure "\$1,425,957.00" is substituted in lieu thereof.

Date of Amendment to Contract \_\_\_\_\_, 2012.

\_\_\_\_\_  
Commissioner  
Tennessee Department of  
Environment and Conservation

\_\_\_\_\_  
Mayor  
City of Alcoa

\_\_\_\_\_  
Commissioner  
Tennessee Department of  
Finance and Administration

\_\_\_\_\_  
Mayor  
City of Maryville

\_\_\_\_\_  
Mayor  
County of Blount

**Amendment of Contract in Lieu of Performance Bond**

Whereas, the City of Alcoa, the City of Maryville, and Blount County and the State of Tennessee Department of Environment and Conservation previously entered into a Contract in Lieu of Performance Bond (Copy attached) for proper operation and closure and/or post-closure of the Alcoa, Maryville, Blount County Sanitary Landfill, Registration Numbers SNL 05-103-0105 Original, Vertical, and Lateral Expansion (Phase 1 – 7); and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to \$10,378,460.00 from any funds being disbursed or to be disbursed from the State to the Cities and County as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and Alcoa, Maryville, and Blount County desire to increase the amount of said financial assurance from \$10,378,460.00 to \$10,629,005.00.

Therefore, Paragraph 4 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure "\$10,378,460.00" is deleted and the figure "\$10,629,005.00" is substituted in lieu thereof.

Date of Amendment to Contract \_\_\_\_\_, 2012.

\_\_\_\_\_  
Commissioner  
Tennessee Department of  
Environment and Conservation

\_\_\_\_\_  
Mayor  
City of Alcoa

\_\_\_\_\_  
Commissioner  
Tennessee Department of  
Finance and Administration

\_\_\_\_\_  
Mayor  
City of Maryville

\_\_\_\_\_  
Mayor  
County of Blount

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## Blount County Planning Department

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e-mail - [planning@blounttn.org](mailto:planning@blounttn.org)  
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**TO:** Blount County Planning Commission

**FROM:** John Lamb

**DATE:** February 15, 2012

**SUBJECT:** Recommendation for amendments to the zoning regulations to address Pain Management Clinics.

At the January regular meeting, staff noted that the State Legislature passed a bill that established regulations for pain management clinics, to take effect January 1. Staff noted that other jurisdictions were considering additional regulations through zoning, including Rockford and Knoxville. The Planning Commission requested that staff return with recommendation on possible zoning regulations for pain management clinics.

The Planning Commission should consider three things in developing a set of zoning regulations for pain management clinics. First, what are pain management clinics? Second, is specific regulation of pain management clinics warranted to protect the public health, safety and welfare? Third, how should regulations be integrated into the present zoning regulations, including specific regulation provisions and specific zone or zones of application?

State statutes (see attached for reference) TCA 63-1-301(5) provides a definition of pain management clinic as follows:

"Pain management clinic" means a privately-owned facility in which a medical doctor, an osteopathic physician, an advanced practice nurse, and/or a physician assistant provides pain management services to patients, a majority of whom are issued a prescription for, or are dispensed, opioids, benzodiazepine, barbiturates, or carisoprodol, but not including suboxone, for more than ninety (90) days in a twelve-month period.

The differentiation of this type of clinic from other medical establishments is provided by exclusions in State statutes as follows:

63-1-302. This part does not apply to:

- (1) A medical or dental school, an osteopathic medical school, a nursing school, a physician assistant program or an outpatient clinic associated with any of the foregoing schools or programs.
- (2) A hospital as defined in Section 68-11-201, including any outpatient facility or clinic of a hospital;
- (3) Hospice services as defined in Section 68-11-201;
- (4) A nursing home as defined in Section 68-11-201;
- (5) A facility maintained or operated by this state; or
- (6) A hospital or clinic maintained or operated by the federal government.

For zoning purposes, the above resolves to a specialized land use devoted to prescribing and/or dispensing of drugs for long term use by patients to manage pain. The link between land use and protection of the public health, safety and welfare is the potential for abuse of prescription drugs, and a concentration of point of access to such drugs in a specialized use such as a pain management clinic. The legal drug abuse problem in Tennessee has been documented in a report by Satish Kedia, PhD, Institute for Substance Abuse Treatment Evaluation (I-SATE), The University of Memphis entitled "Prescription Drug Abuse: A Public Health Issue in Tennessee" which may be found at <http://www.isate.memphis.edu/Reports/PrescriptionDrugs.pdf>. In addition, the fact that the State of Tennessee has defined the use and applied specific regulation provides support for considering the use as a special focus for zoning to protect the public health, safety and welfare.

Within the structure of zoning in Blount County, a pain management clinic may be allowed as a permitted use in several zones. The most direct avenue for permitted use is in the C-Commercial District Section 9.4 as follows:

- A. Permitted Uses: ... Medical and general offices, e.g., dentists, physicians, attorneys, real estate, insurance, etc.; ... Hospitals, clinics, and other medical facilities;

The RAC – Rural Arterial Commercial District Section 9.10 also may allow the use as follows:

- A. Permitted Uses: ... office of a physician, dentist, or other similar medical professional; ...

The S-Suburbanizing District Section 9.1 may allow the use as a special exception by reference to permitted uses in the C-Commercial District as follows (underlined for emphasis):

C. Uses Permitted as Special Exceptions with Specific Limitations: Any commercial activity not specifically identified in sub-sections A or B above and which is allowed as a permitted use in the Commercial District in Section 9.4.A, provided that any such use shall be located only with access and frontage on an arterial or collector status road as specified on the Major Road Plan of any regional planning commission within the county as registered with the Register of Deeds office, and provided that any such use shall be conducted on a lot or tract of at least one acre, that any such use shall be housed in a structure with footprint no greater than 4,000 square feet and no greater than two stories, and that buffering of the use from surrounding residential land shall be constructed and maintained. Indoor Sport Shooting Range (subject to provisions and requirements in Section 7.13).

The Planning Commission needs to consider strategy for accommodating pain management clinics within at least one zone, possibly with conditions. The most appropriate avenue for applying conditions is through the special exception process, which allows more focused regulation of a use including specific location requirements within the zone.

Probably the most appropriate zone to allow pain management clinics would be the C-Commercial District which already allows this type or similar type of use. Consideration may also be given to the RAC-Rural Arterial Commercial District, but the Planning Commission may wish to consider not allowing the use in rural areas of the county. The Planning Commission may wish to consider not allowing the use under any circumstances in any of the predominantly residential zones – S-Suburbanizing, R-1 and R-2.

The following amendment language is provided as an example of how pain management clinics could be addressed in the Blount County zoning regulations.

That Article 13 Definitions be amended to add the following definition:

**PAIN MANAGEMENT CLINIC:** A privately-owned facility in which a medical doctor, an osteopathic physician, an advanced practice nurse, and/or a physician assistant provides pain management services to patients, a majority of whom are issued a prescription for, or are dispensed, opioids, benzodiazepine, barbiturates, or carisoprodol, but not including suboxone, for more than ninety (90) days in a twelve-month period. This definition does not apply to:

- (1) A medical or dental school, an osteopathic medical school, a nursing school, a physician assistant program or an outpatient clinic associated with any of the foregoing schools or programs.
- (2) A hospital as defined in TCA 68-11-201, including any outpatient facility or clinic of a hospital;
- (3) Hospice services as defined in TCA 68-11-201;
- (4) A nursing home as defined in TCA 68-11-201;
- (5) A facility maintained or operated by this state; or

(6) A hospital or clinic maintained or operated by the federal government.

That Section 9.4.C for the C-Commercial District be amended to read as follows:

C. Uses Permitted as Special Exceptions with Specific Limitations:

(a) Pain Management Clinics, with the following requirements: clinic shall meet and maintain all licensing and permit requirements of the State of Tennessee, including but not limited to those in TCA 63-1-301, *et seq.*; clinic location shall be 1000 feet from any school, day care facility, park, or church measured from property line to property line; clinic location shall be 300 feet from any residential structure; clinic property abutting an S-Suburbanizing or R-1-Rural District 1 zoned property (not a public right-of-way) shall be secured from access across property line by a fence no less than 6 feet in height; clinic location and access shall be on an arterial street as shown on the Major Road Plan for Blount County.

That Section 9.1.D for the S-Suburbanizing District be amended to read as follows

D. Uses Prohibited: In the S - Suburbanizing District, adult oriented establishments as defined in TCA 7-51-1101 *et seq.*, and pain management clinics, and all other uses are prohibited except those uses permitted specifically or by special exception by the Board of Zoning Appeals.

That Section 9.2.D for the R-1-Rural District 1 be amended to read as follows:

D. Uses Prohibited: In the R-1-Rural District 1, adult oriented establishments as defined in TCA 7-51-1101 *et seq.*, and pain management clinics, and all other uses are prohibited except those uses permitted specifically or by special exception by the Board of Zoning Appeals.

That Section 9.3.D for the R-2-Rural District 2 be amended to read as follows:

D. Uses Prohibited: In the R-2-Rural District 2, adult oriented establishments as defined in TCA 7-51-1101 *et seq.*, and pain management clinics, and all other uses are prohibited except those uses permitted specifically or by special exception by the Board of Zoning Appeals.

Section 9.10.D for the RAC-Rural Arterial Commercial District be amended to read as follows:

D. Uses Prohibited: In the RAC – Rural Arterial Commercial District: pain management clinics, and all other uses are prohibited except those uses permitted or permitted as special exception specifically above.

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## Blount County Planning Department

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e-mail - [planning@blounttn.org](mailto:planning@blounttn.org)  
on-line - [www.blounttn.org/planning/](http://www.blounttn.org/planning/)

**TO:** Blount County Commission

**FROM:** John Lamb

**DATE:** February 24, 2012

**SUBJECT:** Recommendation from Blount County Planning Commission for amendments to the zoning regulations to address Pain Management Clinics.

At the February regular meeting, the Planning Commission made the following recommendation for amendments to the zoning regulations for pain management clinics.

That Article 13 Definitions be amended to add the following definition:

**PAIN MANAGEMENT CLINIC:** A privately-owned facility in which a medical doctor, an osteopathic physician, an advanced practice nurse, and/or a physician assistant provides pain management services to patients, a majority of whom are issued a prescription for, or are dispensed, opioids, benzodiazepine, barbiturates, or carisoprodol, but not including suboxone, for more than ninety (90) days in a twelve-month period. This definition does not apply to:

- (1) A medical or dental school, an osteopathic medical school, a nursing school, a physician assistant program or an outpatient clinic associated with any of the foregoing schools or programs.
- (2) A hospital as defined in TCA 68-11-201, including any outpatient facility or clinic of a hospital;
- (3) Hospice services as defined in TCA 68-11-201;
- (4) A nursing home as defined in TCA 68-11-201;
- (5) A facility maintained or operated by this state; or
- (6) A hospital or clinic maintained or operated by the federal government.

That Section 9.4.C for the C-Commercial District be amended to read as follows:

C. Uses Permitted as Special Exceptions with Specific Limitations:

- (a) Pain Management Clinics, with the following requirements: clinic shall meet and maintain all licensing and permit requirements of the State of Tennessee, including but not limited to those in TCA 63-1-301, *et seq.*; clinic location shall be 1000 feet from any school, day care facility, park, or church measured from property line to property line; clinic location shall be 500 feet from any residential structure; clinic property abutting an S-Suburbanizing or R-1-Rural District 1 zoned property (not a public right-of-way) shall be secured from access across property line by a fence no less than 6 feet in height; clinic location and access shall be on an arterial street as shown on the Major Road Plan for Blount County.

That Section 9.1.D for the S-Suburbanizing District be amended to read as follows

- D. Uses Prohibited: In the S - Suburbanizing District, adult oriented establishments as defined in TCA 7-51-1101 *et seq.*, and pain management clinics. All other uses are prohibited except those uses permitted specifically or by special exception by the Board of Zoning Appeals.

That Section 9.2.D for the R-1-Rural District 1 be amended to read as follows:

- D. Uses Prohibited: In the R-1-Rural District 1, adult oriented establishments as defined in TCA 7-51-1101 *et seq.*, and pain management clinics. All other uses are prohibited except those uses permitted specifically or by special exception by the Board of Zoning Appeals.

That Section 9.3.D for the R-2-Rural District 2 be amended to read as follows:

- D. Uses Prohibited: In the R-2-Rural District 2, adult oriented establishments as defined in TCA 7-51-1101 *et seq.*, and pain management clinics. All other uses are prohibited except those uses permitted specifically or by special exception by the Board of Zoning Appeals.

Section 9.10.D for the RAC-Rural Arterial Commercial District be amended to read as follows:

- D. Uses Prohibited: In the RAC – Rural Arterial Commercial District: pain management clinics. All other uses are prohibited except those uses permitted or permitted as special exception specifically above.



**State of Tennessee**  
**PUBLIC CHAPTER NO. 340**  
**(Revised – June 16, 2011)**  
**SENATE BILL NO. 1258**

**By Yager, Tracy, Bell, Southerland, Campfield, Henry, Tate, Overbey, Burks, Johnson**

Substituted for: House Bill No. 1040

By Ramsey, Campbell, Powers, Hensley, Evans, Dunn, Harry Brooks, Faison, Todd, Don Miller, Butt, Montgomery, Shipley, Weaver, Maggart, Halford, Haynes, Hall, Favors, Brown

AN ACT to amend Tennessee Code Annotated, Title 63, relative to the regulation of pain management clinics.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 63, Chapter 1, is amended by adding a new part, as follows:

63-1-301. For purposes of this part, unless the context requires otherwise:

(1) "Advanced practice nurse" means any person licensed under Title 63, Chapter 7, who meets the requirements of § 63-7-126.

(2) "Department" means the Department of Health.

(3) "Medical doctor" means any person licensed under Title 63, Chapter 6.

(4) "Osteopathic physician" means any person licensed under Title 63, Chapter 9.

(5) "Pain management clinic" means a privately-owned facility in which a medical doctor, an osteopathic physician, an advanced practice nurse, and/or a physician assistant provides pain management services to patients, a majority of whom are issued a prescription for, or are dispensed, opioids, benzodiazepine, barbiturates, or carisoprodol, but not including suboxone, for more than ninety (90) days in a twelve-month period; and

(6) "Physician assistant" means any person licensed under Title 63, Chapter 19.

63-1-302. This part does not apply to:

(1) A medical or dental school, an osteopathic medical school, a nursing school, a physician assistant program or an outpatient clinic associated with any of the foregoing schools or programs.

(2) A hospital as defined in § 68-11-201, including any outpatient facility or clinic of a hospital;

(3) Hospice services as defined in § 68-11-201;

(4) A nursing home as defined in § 68-11-201;

(5) A facility maintained or operated by this state; or

(6) A hospital or clinic maintained or operated by the federal government.

63-1-303.

(a) Each licensed healthcare practitioner who provides services at a pain management clinic shall continue to be regulated only by the board which has issued a license to that practitioner.

(b) On or before October 1, 2011, the Commissioner of Health, in consultation with the board of medical examiners, the board of osteopathic examination, the board of nursing, and the committee on physician assistants, shall promulgate rules necessary to implement this part, in accordance with the Uniform Administrative Procedures Act, compiled in Title 4, Chapter 5.

(c) The rules adopted pursuant to subsection (b) may address the following topics, among others:

- (1) The operation of the clinic;
- (2) Personnel requirements for the clinic;
- (3) Training requirements for clinic providers who are regulated by that board;
- (4) Patient records;
- (5) Standards to ensure quality of patient care;
- (6) Infection control;
- (7) Health and safety requirements;
- (8) Certificate application and renewal procedures and requirements;
- (9) Data collection and reporting requirements;
- (10) Inspections and complaint investigations; and
- (11) Patient billing procedures.

63-1-304. Each board shall have the authority to inspect a pain management clinic which utilizes the services of a practitioner licensed by that board. During such inspections, the authorized representatives of the board may inspect all necessary documents and medical records to ensure compliance with this part and all other applicable laws and rules.

63-1-305. Each board shall have the authority to investigate a complaint alleging a violation of this part, or a rule adopted under this part, by a pain management clinic utilizing the services of a healthcare practitioner licensed by that board. Each board shall also have the authority to investigate a complaint alleging that a facility utilizing the services of a healthcare practitioner licensed by that board is not properly certified by the department as required by this part.

63-1-306.

(a) A pain management clinic, as defined in this part, must have a medical director who is a physician that practices in this state under an unrestricted and unencumbered license issued pursuant to § 63-6-201 or § 63-9-104.

(b) In the event that the medical director, for whatever reason, no longer meets the requirements of this part, the pain management clinic must notify the department, within ten (10) business days, of the identity of another physician who meets the requirements of this part and will act as medical director. A change of majority ownership of a certified pain management clinic requires the submission of a new application for a certificate. Failure to notify the department within ten (10) business days may be the basis for a summary suspension of the clinic's certification.

(c) Every pain management clinic shall submit an application to the department, on a form prescribed by the department, for a certificate to operate the clinic.

(d) Each clinic location shall be certified separately regardless of whether the clinic is operated under the same business name, ownership or management as another clinic.

(e) The department shall issue a certificate if the department finds that the pain management clinic meets the requirements of this part and that the fee required by the department has been paid.

(f)(1) If the department finds that a pain management clinic which was issued a certificate no longer meets any requirement of this part, including, but not limited to, any violation of any rule promulgated by the department pursuant to this part, the department may impose lawful disciplinary action against the pain management clinic, including, but not limited to, the revocation or suspension of its certificate, and the imposition of a civil penalty of up to one thousand dollars (\$1,000) per day for each day of continued violation. The pain management clinic shall be entitled to a hearing pursuant to the Uniform Administrative Procedures Act, compiled in Title 4, Chapter 5. Further, the department has the discretion to lift the suspension of a certificate when the clinic demonstrates compliance to the department.

(2) Any board which assesses any discipline or penalty against a provider that it licenses for a violation of rules promulgated under this part shall inform the department of any penalty or discipline imposed on such a provider for a violation of rules promulgated under this part within thirty (30) days of imposing the discipline or penalty, and the department may consider such discipline or penalty as a basis for disciplinary action against the pain management clinic pursuant to this subsection (f).

(g) The clinic shall post the certificate in a conspicuous location so as to be clearly visible to patients.

(h) The department is authorized to charge a fee for the issuance of a certificate.

(i) The department and each board identified in § 63-1-303(b) shall post on its Web site an announcement of the requirement that a pain management clinic obtain a certificate from the department, and each board identified in § 63-1-303(b) shall include information about such requirement in a routine communication sent by each board to its licensees.

(j) A pain management clinic operating on or before the effective date of this act may continue to operate as long as an application for certification is timely filed within thirty (30) days after the department has published the application form.

(k) The department shall have the authority to adopt rules, including emergency rules if deemed necessary, to implement the provisions of this part for which the department has responsibility.

63-1-307.

(a) A certificate issued under this part expires on the second anniversary of the date it is issued.

(b) The department may grant to a pain management clinic a ninety-day grace period from the expiration date of its certificate to renew the certificate.

(c) No pain management clinic whose certificate has expired may continue to operate or provide pain management services following the expiration of the grace period.

63-1-308.

(a) A pain management clinic may apply to renew its certificate by:

(1) Submitting a renewal application to the department on the form and in a time frame prescribed by the department; and

(2) Complying with any other requirements of the department.

(b) If a certificate is not renewed before the expiration of the grace period, the clinic must reapply for a new certificate to operate the clinic and is not authorized to operate while such new certificate application is pending.

63-1-309.

(a)(1) In the application for a certificate or within ten (10) days of the occurrence of any of the events listed in (A) – (C) below, a pain management clinic shall disclose whether any person who owns, co-owns or operates, or

otherwise provides services in the clinic, an employee of the clinic, or a person with whom the clinic contracts for services:

(A) Has ever been denied, by any jurisdiction, a license under which the person may prescribe, dispense, administer, supply or sell a controlled substance;

(B) Has ever held a license issued by any jurisdiction, under which the person may prescribe, dispense, administer, supply or sell a controlled substance that has been restricted; or

(C) Has ever been subject to disciplinary action by any licensing entity for conduct that was the result of inappropriately prescribing, dispensing, administering, supplying or selling a controlled substance.

(2) The department may deny a certificate or renewal of a certificate to a pain management clinic under any of the circumstances listed in subdivision (a)(1).

(b) A pain management clinic may not be owned wholly or partly by a person who has been convicted of, pled nolo contendere to, or received deferred adjudication for:

(1) An offense that constitutes a felony; or

(2) An offense that constitutes a misdemeanor, the facts of which relate to the distribution of illegal prescription drugs or a controlled substance as defined in § 39-17-402.

(c) If any practitioner providing services at a pain management clinic dispenses or prescribes more than a seventy-two hour dose of controlled substances for the treatment of chronic nonmalignant pain, the practitioner must document in the patient's record the reason for prescribing or dispensing that quantity.

(d) A medical director shall be on-site at least twenty percent (20%) of the clinic's weekly total number of operating hours.

63-1-310.

(a) A pain management clinic may accept only a check, credit card or money order in payment for services provided at the clinic, except as provided in § 63-1-310(b).

(b) A payment may be made in cash for a co-pay, coinsurance or deductible when the remainder of the charge for the services will be submitted to the patient's insurance plan for reimbursement.

63-1-311.

(a) A violation of this part, or a rule adopted under this part, is grounds for disciplinary action against a practitioner providing services at a pain management clinic certified under this part by the board which licensed that practitioner.

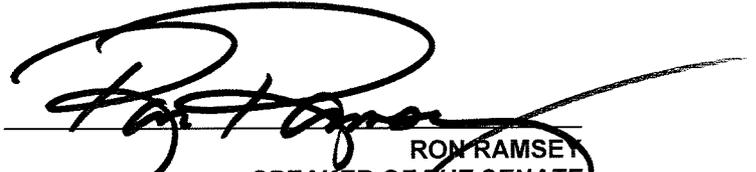
(b) A practitioner who provides pain management services at an uncertified pain management clinic is subject to an administrative penalty of one thousand dollars (\$1,000) per day, imposed by the board which licensed that practitioner, in accordance with the Uniform Administrative Procedures Act, compiled in Title 4, Chapter 5. Before such a penalty may be assessed by the board, the board shall give at least thirty (30) days notice to the practitioner of the alleged violation of this part.

SECTION 2. If any provision of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to that end, the provisions of this act are declared to be severable.

SECTION 3. For purposes of promulgating rules, this act shall take effect upon becoming a law, the public welfare requiring it. For all other purposes, this act shall take effect on January 1, 2012.

SENATE BILL NO. 1258

PASSED: May 19, 2011

  
\_\_\_\_\_  
RON RAMSEY  
SPEAKER OF THE SENATE

  
\_\_\_\_\_  
BETH HARWELL, SPEAKER  
HOUSE OF REPRESENTATIVES

APPROVED this 16 day of June 2011

  
\_\_\_\_\_  
BILL HASLAM, GOVERNOR



Public Chapter No. 340  
(Revised – June 16, 2011)

RON RAMSEY  
SPEAKER OF THE SENATE

M. SCOTT SLOAN  
CHIEF ENGROSSING CLERK

Senate Chamber  
State of Tennessee

OFFICE OF THE CHIEF ENGROSSING CLERK

State Capitol, G-1  
Tennessee General Assembly  
Nashville, Tennessee 37243  
(615) 741-1306

June 16, 2011

The Honorable Tre Hargett  
Secretary of State  
Nashville, Tennessee 37243

Dear Mr. Secretary of State:

An engrossing error has been discovered in Senate Bill No. 1258/House Bill No. 1040 (assigned Public Chapter No. 340). The bill passed the Senate on April 21, 2011, and passed the House as amended May 9, 2011. The Senate concurred in the House amendments on May 19, 2011.

The Speakers of the Senate and House signed the bill and it was transmitted to the Governor on May 20, 2011. The Governor signed Senate Bill No. 1258/House Bill No. 1040 on May 30, 2011.

Attached is a corrected version of Senate Bill No. 1258/House Bill No. 1040. It was signed by the Speaker of the Senate and the Speaker of the House on June 16, 2011.

The corrected version was transmitted to the Governor and signed by him on June 16, 2011.

Please destroy the previous copies of Senate Bill No. 1258/House Bill No. 1040 received by your office.

With best wishes, I remain

Yours truly,

M. Scott Sloan  
Chief Engrossing Clerk