

**AGENDA**  
**BOARD OF COMMISSIONERS AGENDA COMMITTEE MEETING**  
**TUESDAY, JULY 7, 2015, 6:30 P.M.**  
**Room 430, Blount County Courthouse**

- A. ROLL CALL.**
- B. SETTING OF AGENDA.**
- C. PUBLIC INPUT ON ITEMS ON THE AGENDA.**
- D. APPROVAL OF AGENDA COMMITTEE MINUTES:**
  - 1. June 9, 2015 meeting.
- E. ITEMS FOR CONSENT CALENDAR:**
  - 1. Minutes:
    - a. June 18, 2015 meeting.
  - 2. Approval of Deputy Sheriff and Notary Public bonds and oaths.
  - 3. Election of Notaries.
  - 4. Appointments.
    - a. Emergency Communications District Board (911 Board). (Jerome Moon)
    - b. Ocoee River Regional Library Board of Trustees – Bill Beaty, Denise Robertson. (Jerome Moon)
    - c. A resolution approving the appointments of three County Revenue Commissioners for Blount County. (Tona Monroe)
- F. UNFINISHED BUSINESS:**
- G. NEW BUSINESS:**
  - 1. Budget Transfers.
  - 2. Budget Increases.
  - 3. Other Budget Items.
  - 4. Resolution of the Blount County Legislative Body establishing an Emergency Medical Services Board for Blount County, TN. (Mike Caylor).
  - 5. A Resolution to approve amendments to the Subdivision Regulations relating to rules, regulations and specifications for private easements. (Ron French)
- H. ANNOUNCEMENTS AND STATEMENTS.**
- I. PUBLIC INPUT ON ITEMS NOT ON THE AGENDA.**
- J. 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, June 09, 2015 at 6:30 pm at the courthouse in Maryville, Tennessee.

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

Mike Akard - absent	Mike Caylor - present	Mike Lewis - present
Andy Allen - absent	Thomas Cole - present	Kenneth Melton - present
Archie Archer - present	Dodd Crowe - present	Karen Miller - present
Brad Bowers - present	Jamie Daly - present	Tona Monroe - present
Shawn Carter - present	Gary Farmer - present	Jerome Moon - present
Rick Carver - present	Ron French - present	Steve Samples - present
Grady Caskey - present	Jeff Headrick - present	Tom Stinnett - present

There were 19 present and 2 absent. Chairman Samples declared a quorum to exist. Commissioner Allen arrived after the roll was taken. The following proceedings were held to-wit:

**IN RE: SETTING OF AGENDA.**

Commissioner Carver made a motion to set the agenda. Commissioner Lewis seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - abstain	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 0 voting no, 1 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: MINUTES OF MAY 12, 2015 MEETING.**

Commissioner Crowe made a motion to approve the minutes. Commissioner Lewis seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: CONSENT CALENDAR:**

**MINUTES OF MAY 21, 2015 MEETING  
MINUTES OF JUNE 9, 2015 ZONING PUBLIC HEARING  
APPROVAL OF DEPUTY SHERIFF AND NOTARY PUBLIC BONDS AND OATHS  
ELECTION OF NOTARIES.**

Commissioner Lewis made a motion to send the items to the consent calendar of the June County Commission meeting. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Akard - absent	Carver - yes	Daly - yes	Melton - yes
Allen - yes	Caskey - yes	Farmer - yes	Miller - yes
Archer - yes	Caylor - yes	French - yes	Monroe - yes
Bowers - yes	Cole - yes	Headrick - yes	Moon - yes
Carter - yes	Crowe - yes	Lewis - yes	Samples - yes

Stinnett - yes

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: BUDGET TRANSFER - LIBRARY FUND BUDGET - \$3,725.00.**

Commissioner Moon made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Farmer seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: BUDGET TRANSFER - GENERAL FUND BUDGET - \$98,000.00.**

Commissioner Moon made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Carter seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: BUDGET TRANSFER - GENERAL FUND BUDGET - \$142,000.00.**

Commissioner Farmer made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Caylor seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: BUDGET TRANSFER - GENERAL FUND BUDGET - \$23,000.00 AND BUDGET TRANSFER - GENERAL FUND BUDGET - \$69,000.00.**

Commissioner Moon made a motion to send the items to the agenda of the June County Commission meeting. Commissioner Lewis seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: BUDGET TRANSFER - DEBT SERVICE FUND BUDGET - \$344,998.00.**

Commissioner Lewis made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: BUDGET TRANSFER - GENERAL FUND BUDGET - \$3,500.00.**

Commissioner Lewis made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Headrick seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - abstain
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 0 voting no, 1 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: BUDGET TRANSFER - GENERAL FUND BUDGET - \$84,000.00.**

Commissioner Farmer made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Melton seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: BUDGET TRANSFER - GENERAL FUND BUDGET - \$173,000.00.**

Commissioner Lewis made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Headrick seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: RESOLUTION TO AMEND GENERAL FUND BUDGET - \$3,000.00  
RESOLUTION TO AMEND GENERAL FUND BUDGET - \$15,400.00  
RESOLUTION TO AMEND GENERAL FUND BUDGET - \$1,000.00**

**RESOLUTION TO AMEND GENERAL FUND BUDGET - \$189,917.82  
RESOLUTION TO AMEND GENERAL FUND BUDGET - \$7,653.49.**

Commissioner Melton made a motion to send the items to the agenda of the June County Commission meeting. Commissioner Caylor seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: RESOLUTION TO AMEND GENERAL FUND BUDGET - \$47,525.00.**

Commissioner Farmer made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Lewis seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: GRANT APPLICATION FOR BLOUNT COUNTY SHERIFF'S 2015 BPV PROGRAM.**

Commissioner French made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Farmer seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - no	

There were 19 voting yes, 1 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: GRANT APPLICATION FOR TDEC CLEAN ENERGY GRANT.**

Commissioner Farmer made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Headrick seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: RESOLUTION TO AMEND MEMORANDUM OF UNDERSTANDING WITH THE SMOKY MOUNTAIN ANIMAL CARE FOUNDATION.**

Commissioner Carver made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Melton seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: RESOLUTION FIXING THE TAX LEVY IN BLOUNT COUNTY, TENNESSEE FOR THE YEAR BEGINNING JULY 1, 2015.**

Commissioner Lewis made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Farmer seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - no	Cole - no	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 16 voting yes, 4 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES, AND AGENCIES OF BLOUNT COUNTY, TENNESSEE FOR THE YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016.**

Commissioner Melton made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Stinnett seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - no	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 17 voting yes, 3 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: A RESOLUTION TO UPDATE EMPLOYEE HANDBOOK POLICIES.**

Commissioner Headrick made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Farmer seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: A RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE BY ADDING A NEW RAC2-RURAL ARTERIAL COMMERCIAL DISTRICT 2.**

Commissioner Moon made a motion to send the item to the agenda of the June County Commission meeting. Commissioner French seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - no	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 16 voting yes, 4 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: A RESOLUTION AMENDING RESOLUTION NO. 15-02-005, "A RESOLUTION TO ESTABLISH AD HOC COMMITTEE TO STUDY THE FEASIBILITY OF RECYCLING IN BLOUNT COUNTY."**

Commissioner Caskey made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Lewis seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - no	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 19 voting yes, 1 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: A RESOLUTION BY THE BLOUNT COUNTY COMMISSION PURSUANT TO TENNESSEE CODE ANNOTATED SECTION 54-10-216 TO CLOSE AND VACATE A SECTION OF THE ROAD BED AND RIGHT-OF-WAY OF CALLAHAN RD, A COUNTY MAINTAINED ROAD LOCATED IN BLOUNT COUNTY, TENNESSEE.**

Commissioner Lewis made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Headrick seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 0 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have passed.

**IN RE: CHANGE OF VENUE FOR THE JUNE 18, 2015 COUNTY COMMISSION MEETING.**

Commissioner Monroe made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Moon seconded the motion.

A vote was taken on the motion:

Akard - absent	Caskey - no	French - no	Moon - no
Allen - no	Caylor - no	Headrick - no	Samples - no
Archer - yes	Cole - yes	Lewis - yes	Stinnett - no
Bowers - yes	Crowe - no	Melton - no	
Carter - yes	Daly - no	Miller - yes	
Carver - yes	Farmer - no	Monroe - yes	

There were 8 voting yes, 12 voting no, 0 abstaining, and 1 absent. Chairman Samples declared the motion to have failed.

**IN RE: ADJOURNMENT.**

Chairman Samples declared the meeting to be adjourned.



**STATE OF TENNESSEE  
COUNTY OF BLOUNT**

**BE IT REMEMBERED** that a meeting of the Blount County Board of Commissioners was held on Thursday, June 18, 2015 at 7:00 pm at the courthouse in Maryville, Tennessee.

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

Mike Akard - present	Mike Caylor - present	Mike Lewis - present
Andy Allen - present	Thomas Cole - present	Kenneth Melton - present
Archie Archer - present	Dodd Crowe - present	Karen Miller - present
Brad Bowers - present	Jamie Daly - present	Tona Monroe - present
Shawn Carter - present	Gary Farmer - present	Jerome Moon - present
Rick Carver - present	Ron French - present	Steve Samples - present
Grady Caskey - present	Jeff Headrick - present	Tom Stinnett - present

There were 21 present and 0 absent. Chairman Moon declared a quorum to exist. The following proceedings were held to-wit:

**IN RE: SETTING OF AGENDA.**

Commissioner Samples made a motion to set the agenda. Commissioner Carter seconded the motion.

Commissioner Farmer requested that the resolution fixing the tax levy in Blount County, Tennessee for the year beginning July 1, 2015 and the resolution making appropriations for the various funds, departments, institutions, offices, and agencies of Blount County, Tennessee for the year beginning July 1, 2015 and ending June 30, 2016 be moved to after the resolution by the Blount County Commission pursuant to Tennessee Code Annotated section 54-10-216 to close and vacate a section of the road bed and right-of-way of Callahan Rd, a county maintained road located in Blount County, Tennessee. Chairman Moon stated that he would consider the request after the agenda was set.

Commissioner Monroe requested that the appropriation resolution be considered before the tax rate resolution. Chairman Moon denied the request.

Commissioner Monroe made a motion to move the appropriation resolution ahead of the tax rate resolution on the agenda. Commissioner Miller seconded the motion.

A vote was taken on the motion:

Akard - no	Caskey - no	French - no	Moon - no
Allen - no	Caylor - no	Headrick - no	Samples - no
Archer - no	Cole - no	Lewis - no	Stinnett - no
Bowers - no	Crowe - no	Melton - no	
Carter - no	Daly - yes	Miller - yes	
Carver - no	Farmer - no	Monroe - yes	

There were 3 voting yes, 18 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the motion to have failed.

A vote was taken on the motion to set the agenda:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - no	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 17 voting yes, 4 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the agenda to be set.

Chairman Moon stated that the tax rate resolution and the appropriations resolution would be considered after item F-10.

**IN RE: CONSENT CALENDAR:**

**MINUTES OF MAY 21, 2015 MEETING**

**MINUTES OF JUNE 9, 2015 ZONING PUBLIC HEARING**

**APPROVAL OF DEPUTY SHERIFF AND NOTARY PUBLIC BONDS AND OATHS**

**ELECTION OF NOTARIES.**

Commissioner Lewis made a motion to approve the consent calendar. Commissioner Headrick seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 21 voting yes, 0 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the consent calendar to be adopted.

**IN RE: RECESS.**

Chairman Moon announced a 5 minute recess. The meeting was resumed after the recess.

**IN RE: BUDGET TRANSFER - LIBRARY FUND BUDGET - \$3,725.00.**

Commissioner Lewis made a motion to approve the transfer. Commissioner Carter seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - absent	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - absent	Monroe - yes	

There were 19 voting yes, 0 voting no, 0 abstaining, and 2 absent. Chairman Moon declared the transfer to be approved.

**IN RE: BUDGET TRANSFER - GENERAL FUND BUDGET - \$98,000.00 and  
 BUDGET TRANSFER - GENERAL FUND BUDGET - \$142,000.00 and  
 BUDGET TRANSFER - GENERAL FUND BUDGET - \$23,000.00 and  
 BUDGET TRANSFER - GENERAL FUND BUDGET - \$69,000.00 and  
 BUDGET TRANSFER - DEBT SERVICE FUND BUDGET - \$344,998.00 and  
 BUDGET TRANSFER - GENERAL FUND BUDGET - \$3,500.00 and  
 BUDGET TRANSFER - GENERAL FUND BUDGET - \$84,000.00 and  
 BUDGET TRANSFER - GENERAL FUND BUDGET - \$173,000.00.**

Commissioner Samples made a motion to approve the transfers. Commissioner Carter seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 21 voting yes, 0 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the transfers to be approved.

**IN RE: RESOLUTION TO AMEND GENERAL FUND BUDGET - \$3,000.00.**

Commissioner Samples made a motion to adopt the resolution. Commissioner Caylor seconded the motion.

A vote was taken on the motion:

Akard - yes	Carter - yes	Cole - yes	French - yes
Allen - yes	Carver - yes	Crowe - yes	Headrick - yes
Archer - yes	Caskey - yes	Daly - yes	Lewis - yes
Bowers - yes	Caylor - yes	Farmer - yes	Melton - yes

Miller - yes                      Moon - yes                      Stinnett - yes  
 Monroe - yes                      Samples - yes

There were 21 voting yes, 0 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the resolution to be adopted.

**IN RE: RESOLUTION TO AMEND GENERAL FUND BUDGET - \$15,400.00 and  
 RESOLUTION TO AMEND GENERAL FUND BUDGET - \$1,000.00 and  
 RESOLUTION TO AMEND GENERAL FUND BUDGET - \$189,917.82 and  
 RESOLUTION TO AMEND GENERAL FUND BUDGET - \$7,653.49 and  
 RESOLUTION TO AMEND GENERAL FUND BUDGET - \$47,525.00.**

Commissioner Samples made a motion to adopt the resolutions. Commissioner Stinnett seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 21 voting yes, 0 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the resolutions to be adopted.

**IN RE: GRANT APPLICATION FOR BLOUNT COUNTY SHERIFF'S 2015 BULLET PROOF VEST PROGRAM.**

Commissioner French made a motion to approve the grant application. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 19 voting yes, 2 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the grant application to be approved.

**IN RE: GRANT APPLICATION FOR TDEC CLEAN ENERGY GRANT.**

Commissioner Farmer made a motion to ratify the grant application. Commissioner Headrick seconded the motion.

A vote was taken on the motion:

Akard - no	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 1 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the grant application to be ratified.

**IN RE: RESOLUTION TO AMEND MEMORANDUM OF UNDERSTANDING WITH THE SMOKY MOUNTAIN ANIMAL CARE FOUNDATION.**

Commissioner Carver made a motion to adopt the resolution. Commissioner Samples seconded the motion.

A vote was taken on the motion:

Akard - yes	Archer - yes	Carter - yes	Caskey - yes
Allen - yes	Bowers - yes	Carver - yes	Caylor - yes

Cole - yes	French - yes	Miller - yes	Stinnett - yes
Crowe - yes	Headrick - yes	Monroe - yes	
Daly - yes	Lewis - yes	Moon - yes	
Farmer - yes	Melton - yes	Samples - yes	

There were 21 voting yes, 0 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the resolution to be adopted.

**IN RE: A RESOLUTION TO UPDATE EMPLOYEE HANDBOOK POLICIES.**

Commissioner Lewis made a motion to adopt the resolution. Commissioner Headrick seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 21 voting yes, 0 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the resolution to be adopted.

**IN RE: A RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE BY ADDING A NEW RAC2-RURAL ARTERIAL COMMERCIAL DISTRICT 2.**

Commissioner French made a motion to adopt the resolution. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Akard - no	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - no	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 16 voting yes, 5 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the resolution to be adopted.

**IN RE: A RESOLUTION AMENDING RESOLUTION NO. 15-02-005, "A RESOLUTION TO ESTABLISH AD HOC COMMITTEE TO STUDY THE FEASIBILITY OF RECYCLING IN BLOUNT COUNTY.**

Commissioner Caskey made a motion to adopt the resolution. Commissioner Monroe seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - no	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 20 voting yes, 1 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the resolution to be adopted.

**IN RE: A RESOLUTION BY THE BLOUNT COUNTY COMMISSION PURSUANT TO TENNESSEE CODE ANNOTATED SECTION 54-10-216 TO CLOSE AND VACATE A SECTION OF THE ROAD BED AND RIGHT-OF-WAY OF CALLAHAN RD, A COUNTY MAINTAINED ROAD LOCATED IN BLOUNT COUNTY, TENNESSEE.**

Commissioner Farmer made a motion to adopt the resolution. Commissioner Lewis seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 21 voting yes, 0 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the resolution to be adopted.

**IN RE: RESOLUTION FIXING THE TAX LEVY IN BLOUNT COUNTY, TENNESSEE FOR THE YEAR BEGINNING JULY 1, 2015.**

Commissioner Carver made a motion to adopt the resolution. Commissioner Headrick seconded the motion.

Commissioner Carver made a motion to amend to strike \$1.07 for General County fund and insert \$0.88, and strike \$2.62 and insert \$2.43. Commissioner Stinnett seconded the motion.

Commissioner Farmer made a motion to amend the amendment to add \$0.04 to Education Capital Projects (account 177), making a total of \$2.47. Commissioner Crowe seconded the motion.

Commissioner Allen made a motion to move previous question on all pending motions. Commissioner Samples seconded the motion.

A vote was taken on the call for the previous question on all pending motions:

Akard - no	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - no	Lewis - yes	Stinnett - no
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 16 voting yes, 5 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the call for the previous question on all pending motions to be approved.

A vote was taken on the motion to amend the amendment:

Akard - no	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - no	Cole - yes	Lewis - yes	Stinnett - no
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 15 voting yes, 6 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the amendment to the amendment to be approved.

A vote was taken on the amendment as amended:

Akard - no	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - no	Cole - no	Lewis - yes	Stinnett - abstain
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 14 voting yes, 6 voting no, 1 abstaining, and 0 absent. Chairman Moon declared the amendment as amended to be approved.

Commissioner Farmer made the following statement:

“Because I am an employee of Blount County Schools, I have a conflict of interest in the proposal above to be voted. However, I declare my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.”

Commissioner Caylor made the following statement:

“Because I am an employee of the City of Maryville, I have a conflict of interest in the proposal above to be voted. However, I declare my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.”

Commissioner French made the following statement:

“Because I am a member of the Board of Directors of the Volunteer Fire Department in Seymour, I have a conflict of interest in the proposal above to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.”

Commissioner Caskey made the following statement:

“Because I am an employee of Blount County Schools, I have a conflict of interest in the proposal above to be voted. However, I declare my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.”

Commissioner Stinnett made the following statement:

“Because I have been past employee of City of Maryville Schools, some may think I have a conflict of interest in the proposal above to be voted. However, I declare that I am here to represent all the citizens, all 127,000 citizens of this county.”

Commissioner Crowe made the following statement:

“Because I am an employee of Blount County Schools, I have a conflict of interest in the proposal above to be voted on. However, I declare my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.”

Commissioner Melton made the following statement:

“Because I have a family member that is an employee of Blount County, I have a conflict of interest in the proposal above to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.”

A vote was taken on the resolution as amended:

Akard - no	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - no	Cole - no	Lewis - yes	Stinnett - abstain
Bowers - no	Crowe - yes	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 13 voting yes, 7 voting no, 1 abstaining, and 0 absent. Chairman Moon declared the resolution to be adopted.

**IN RE: A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES, AND AGENCIES OF BLOUNT COUNTY, TENNESSEE FOR THE YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016.**

Commissioner Carver made a motion to adopt the resolution. Commissioner Lewis seconded the motion.

Commissioner Carver made a motion to amend to strike \$5,410,177 under Other General Administration and insert \$2,050,619, under Other Emergency Management strike \$324,793 and substitute \$302,133, under Parks and Recreation strike \$691,433 and substitute \$672,509, under Industrial Development Board strike \$1,276,379 and substitute \$1,062,200, under Contributions to Other Agencies strike \$133,760 and substitute \$123,000, and under total General Fund strike \$51,461,469 and substitute \$47,835,388. Commissioner Allen seconded the motion.

Commissioner Akard made a motion to amend the amendment to strike \$1,062,200 and insert \$62,200 from Industrial Development Board and add the \$1,000,000 to the General Purpose School fund, making a total of \$86,600,000. Commissioner Daly seconded the motion to amend the amendment.

Commissioner Samples made a motion to call for the previous question on all pending motions. Commissioner Allen seconded the motion.

A vote was taken on the motion to call for the previous question on all pending motions:

Akard - no	Caskey - no	French - no	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - no	Cole - no	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 13 voting yes, 8 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the motion to call for the previous question on all pending motions to have failed due to the lack of a 2/3 majority.

A vote was taken on the motion to amend the amendment:

Akard - yes	Caskey - no	French - no	Moon - no
Allen - no	Caylor - no	Headrick - no	Samples - no
Archer - yes	Cole - abstain	Lewis - no	Stinnett - no
Bowers - no	Crowe - no	Melton - no	
Carter - yes	Daly - yes	Miller - yes	
Carver - no	Farmer - abstain	Monroe - yes	

There were 6 voting yes, 13 voting no, 2 abstaining, and 0 absent. Chairman Moon declared the motion to amend the amendment to have failed.

Commissioner Samples made a motion to amend the amendment to add a line for Education Capital Projects (fund 177) of \$1,270,000. Commissioner Lewis seconded the motion.

A vote was taken on the motion to amend the amendment:

Akard - yes	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - yes	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - no	

There were 20 voting yes, 1 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the motion to amend the amendment to have passed.

Commissioner Monroe made a motion to amend the amendment to change the Mayor's budget to \$197,669, Workhouse budget to \$0, the Circuit Court Clerk's budget to \$2,092,060, and the Sheriff Department budget to \$11,201,683. Commissioner Miller seconded the motion.

Commissioner Allen moved the previous question on all pending questions. Commissioner Farmer seconded the motion.

A vote was taken on the call for the previous question on all pending motions:

Akard - yes	Caskey - no	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - no	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 17 voting yes, 4 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the call for the previous question to have passed.

A vote was taken on the motion to amend the amendment:

Akard - yes	Caskey - no	French - no	Moon - no
Allen - no	Caylor - no	Headrick - no	Samples - no
Archer - no	Cole - no	Lewis - no	Stinnett - no
Bowers - no	Crowe - no	Melton - no	
Carter - abstain	Daly - yes	Miller - yes	
Carver - no	Farmer - no	Monroe - yes	

There were 4 voting yes, 16 voting no, 1 abstaining, and 0 absent. Chairman Moon declared the motion to amend the amendment to have failed.

Commissioner Farmer made the following statement:

"Because I am an employee of Blount County Schools, I have a conflict of interest in the proposal above to be voted. However, I declare my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents."

Commissioner French made the following statement:

"Because I am a member of the Board of Directors of the Volunteer Fire Department in Seymour, I have a conflict of interest in the proposal above to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents."

A vote was taken on the motion to amend:

Akard - no	Bowers - yes	Caskey - yes	Crowe - yes
Allen - yes	Carter - yes	Caylor - yes	Daly - yes
Archer - yes	Carver - yes	Cole - yes	Farmer - yes

French - yes	Melton - yes	Moon - yes
Headrick - yes	Miller - yes	Samples - yes
Lewis - yes	Monroe - yes	Stinnett - yes

There were 20 voting yes, 1 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the motion to amend as amended to have passed.

Commissioner Caskey made the following statement:

“Because I am an employee of Blount County Schools, I have a conflict of interest in the proposal above to be voted. However, I declare my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.”

Commissioner Melton made the following statement:

“Because I have a family member of mine is an employee of Blount County, I have a conflict of interest in the proposal above to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.”

Commissioner Stinnett made the following statement:

“Because I have been past employee of Maryville City Schools, I have a conflict of interest in the proposal above to be voted. However, I declare my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.”

Commissioner Crowe made the following statement:

“Because I am an employee of Blount County Schools, I have a conflict of interest in the proposal above to be voted. However, I declare my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.”

Commissioner Farmer made the following statement:

“Because I am an employee of Blount County Schools, I have a conflict of interest in the proposal above to be voted. However, I declare my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.”

Commissioner Caylor made the following statement:

“Because I am an employee of the City of Maryville, I have a conflict of interest in the proposal above to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.”

Commissioner French made the following statement:

“Because I am a member of the Board of Directors of the Seymour Volunteer Fire Department, I have a conflict of interest in the proposal above to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.”

A vote was taken on the original motion as amended:

Akard - no	Caskey - yes	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - no	Cole - no	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 15 voting yes, 6 voting no, 0 abstaining, and 0 absent. Chairman Moon declared the resolution to be adopted as amended.

**IN RE: ADJOURNMENT.**

Chairman Moon declared the meeting to be adjourned.

# WILLIAM R. BREWER, JR.

JUDGE GENERAL SESSIONS COURT  
BLOUNT COUNTY TENNESSEE  
DIVISION III  
BLOUNT COUNTY JUSTICE CENTER  
934 EAST LAMAR ALEXANDER PARKWAY  
MARYVILLE, TENNESSEE 37804  
(865) 273-5570

April 28, 2015

Mr. Steve Samples, Chairman Pro Tempore  
Blount County Commission  
Maryville, TN 37801

Re: 911 Board Appointments

Dear Steve:

I am writing to you in my capacity as the Chairman of the board of directors of the Emergency Communications District of Blount County, Tennessee.

Please be advised that the current term for all members of the Emergency Communications District Board (911 Board) expires on June 30, 2015, but the current board continues to serve until a successor board is duly appointed. I have asked Rhonda to place this matter on the Agenda Committee meeting for consideration on June 9, 2015.

Four members of the 911 Board shall be appointed by the County Commission. At least one of the appointees must be the chief law enforcement officer of the county (the Sheriff). Enclosed please find a copy of the Memorandum of Understanding which establishes the Board; paragraph 4 deals with the composition of members and paragraph 5 deals with qualifications of members.

It has been my privilege and pleasure to serve on the 911 Board since its inception in 1986, having served as Chairman since 1990. I have served as an appointee by the County Commission.

It is my desire to be reappointed to the 911 Board and do hereby make that request. I would appreciate any assistance and support you or any other member of the commission can provide me for reappointment to the 911 Board.

Thank you for your help, please contact me if you have any questions.

Sincerely,



William R. Brewer, Jr.

WRBjr:sm

Enclosure

cc: Jerome Moon, Chairman

AGREEMENT

This agreement made and entered into on this the 1st day of July, 1999 by and between Blount County, a political subdivision of the State of Tennessee, City of Maryville, a municipal corporation located in Blount County, Tennessee, and City of Alcoa, a municipal corporation located in Blount County, Tennessee.

WITNESSETH:

THAT WHEREAS, the above named parties desire to establish a joint Emergency Communications District for the purpose of answering, processing and directly dispatching emergency calls for all three governmental entities; and

WHEREAS, it is desirable that a common District be established for the benefit of the citizens of the three governmental entities; and

WHEREAS, the most practical and cost-effective method to establish such a District is through a joint and cooperative effort of the three governmental entities; and

WHEREAS, the parties hereto desire to enter into an intergovernmental local cooperative agreement in accordance with Tennessee Code Annotated Section 5-1-113, et seq., and Tennessee Code Annotated Section 12-9-101, et seq for the purpose of exercising all of the authority of the parties to this Agreement with respect to the establishment and operation of an Emergency Communications District/Communications Center for all three governmental entities; and

WHEREAS, at present the Communications Center is governed by a three-person Board and the Emergency Communications District is governed by a separate Board and, Whereas, it is desirable to consolidate the authority and operations of the two boards into one;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is agreed between the parties hereto as follows:

1. **NAME.** There is hereby established the Blount County Emergency Communications District Board of Directors.
2. **PURPOSE.** The purpose of the Blount County Emergency Communications District Board of Directors, hereby established, is to replace the existing BCECD Board of Directors and method of appointment and the Communications Center Board and method of appointment, to exercise all of the rights and privileges conferred or possessed by the parties hereto to operate an Emergency Communications District and Communications Center.
3. **JURISDICTION.** The Blount County Emergency Communications District will have exclusive jurisdiction to exercise all rights, authority and obligation of the parties hereto with respect to the operation of an Emergency Communications District in Blount County, Tennessee.
4. **COMPOSITION.** The Blount County Emergency Communications District Board of Directors will be composed of nine members. Four members as appointed by the County Legislative Body of Blount County, Tennessee, two as appointed by the City Council of the City of Maryville, two as appointed by the Board of Commissioners of the City of Alcoa and one as unanimously agreed upon by all locally appointed Board Members. At least one of the appointees from each agency will be the Chief Law Enforcement Officer of that governmental agency or that person's designee. Each member will be appointed to four year terms and will serve until the end

of their term and until their successor is duly appointed, unless removed by a majority vote of their electing authority, or moves from the jurisdiction or employment of their appointing authority.

5. **QUALIFICATION OF MEMBERS.** Each member of the Blount County Emergency Communications District Board of Directors will be at least twenty-one (21) years of age and a citizen of the United States. The members appointed by the Cities of Maryville and Alcoa will be a resident or employee of the City which they represent. The members appointed by Blount County will be a resident or employee of the County. The ninth member unanimously agreed upon by the Board Members will be a resident of Blount County to include any city therein.

6. **POWERS.** There is hereby granted to the Blount County Emergency Communications District Board of Directors all power vested in the parties to this agreement to operate a communications center under the laws of the State of Tennessee and this agreement.

The Blount County Emergency Communications District will have the following powers:

- a. to sue and be sued;
- b. to employ such personnel as necessary to efficiently and effectively perform the duties imposed upon it by this agreement;
- c. to employ such consultants, auditors, attorneys and other professionals as may be necessary to carry out its responsibilities;
- d. to establish such rules and regulations to the conduct of its business as it deems necessary;
- e. to organize itself in such manner as it will determine, electing such officers as it in its judgement will deem appropriate to carry out the purposes for which it has been organized; and
- f. to annually adopt a budget, both operating and capital, for the proper and necessary costs of the operation of the District and to keep such records of all transactions, including, but not limited to receipts and expenditure of all funds by the District.

7. **EXISTING FACILITIES.** The parties hereto, by the execution of this Agreement, do hereby transfer to the District all their right, title, interest, real estate, claim and demand in and to all furniture, fixtures and equipment, supplies and records of the Communications Center presently being operated by the Blount County Communications Committee and which was formerly operated by all three government entities in a cooperative manner.

8. **FUNDING.** The Blount County Emergency Communications District Board of Directors will annually approve both operating and capital budgets to include a reserve fund for emergency operating purchases and future capital projects from telephone revenues. The Blount County Emergency Communications District Board of Directors reserve the right to designate 20 percent of telephone revenues for communications equipment upgrades. This money will remain in savings until such time the board deems an equipment upgrade is necessary. The remaining 80 percent of telephone revenues will go toward the funding of the annual budget. The remaining funding requirements of the District will be appropriated by each governmental entity at the time of the adoption of its annual budget in the following proportions:

Blount County	49%
City of Maryville	24%
City of Alcoa	24%

Smaller governmental entities using the communications centers' services will be charged a users' fee, rather than an appropriated percentage of the governmental share of the annual budget. This fee will be one percent of the annual budget, and the board reserves the right to amend the

amount of this users' fee upon board approval due to increased calls for service for a particular entity, or any other circumstance that may increase that entity's use of the communications center's service. The Board will use all means allowed by law to collect revenues authorized. Any signatory to this agreement who fails to provide the required funding without first meeting the stated requirements for termination not be entitled to liquidated assets, direct dispatch services or any claim to financial or property assets of the District. Non signatories to this agreement who provide financial support or contributions for service will not be entitled to direct dispatch services should they stop providing the required financial support nor will they ever be entitled to a share of property or financial assets.

9. ANNUAL AUDIT. The District will be audited annually in accordance with State Laws and any party hereto will have a right, at its own expense, to cause to be made a special audit by an independent certified accounting firm of its choice of the books of the District and the District will be obligated to make available to said independent certified accounting firm all of the records of the District.

10. COMPENSATION. The members of the Blount County Emergency Communications District will serve without compensation.

11. DURATION. This Agreement will continue indefinitely, except that by mutual Agreement of all parties hereto, this Agreement may be sooner terminated.

12. TERMINATION. On the termination of this Agreement the District will liquidate all its assets and after payment of all outstanding debts or obligations, will distribute the remaining funds to the parties hereto in the following proportions:

Blount County	50%
City of Maryville	25%
City of Alcoa	25%

All other agreements are hereby repealed, null and void. Governmental entities paying users' fees will not be entitled to a percentage of the remaining funds should this agreement terminate.

13. AMENDMENTS. This Agreement may be altered or amended at any time by the unanimous agreement of all parties hereto, which agreement will not become effective until reduced to writing and executed by all of the parties hereto.

14. EFFECTIVE DATE. This Agreement will become effective upon its approval by the Legislative Bodies of the Cities of Maryville and Alcoa and the Blount County Commission to include the appropriate signatures but not sooner than July 1, 1999.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in triplicate on the day and date first above written.

Blount County

By: William A. Crisp  
County Executive

Attest:

Ray Crawford

County Clerk

City of Maryville

By: *S. B. Shields*  
Mayor

Attest:

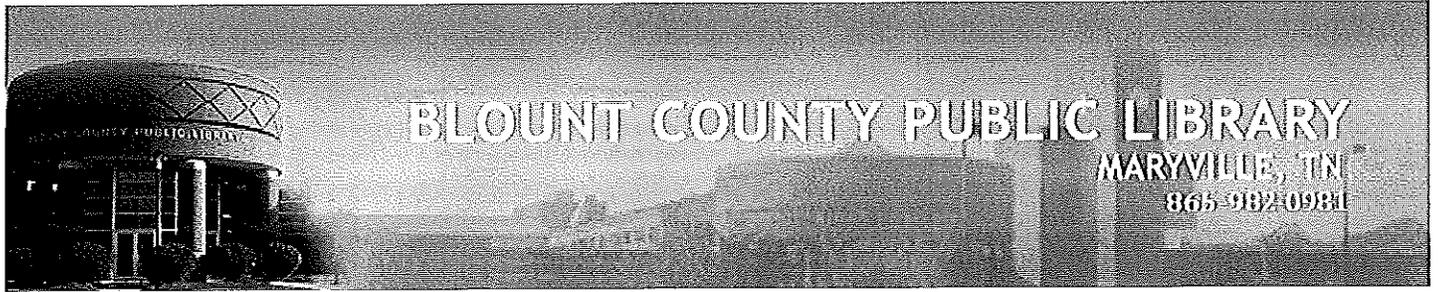
*Deborah A. Caughion*  
Asst. City Recorder

City of Alcoa

By: *Donald R. Monty*  
Mayor

Attest:

*Ray E. Robinson*  
City Recorder



TO: Ed Mitchell, Blount County Mayor  
Jerome Moon, Blount County Commission Chairman

FROM: K.C. Williams, Director  
Bill Beaty, Library Board Chairman

DATE: 4 June 2015

RE: Appointment to Ocoee River Regional Library Board of Trustees

At the 19 May 2015 regular meeting of the Blount County Library Board, Bill Beaty and Denise Robertson were approved to be forwarded to the County Commission with a recommendation that they be appointed to the Ocoee River Regional Library Board of Trustees as a representative for the County. This will be Bill Beaty's second term and Denise Robertson's first term, which will run from 1 July 2015 until 30 June 2018.

The Ocoee River Regional Library is a support service agency of the Tennessee State Library and Archives, Tennessee Department of State. The regional library center is one of nine multi-county regional library centers across the state, combining their efforts as the Tennessee Regional Library System.

We are very pleased to present these highly qualified representatives for appointment. If you should need further information, please don't hesitate to call me at 864-273-1406.

Warm Regards,

A handwritten signature in black ink that reads "K.C. Williams". The signature is written in a cursive style with a long, sweeping tail.

K.C. Williams

# William Everett Beaty

3672 Crown Point Road  
Louisville, TN 37777  
865-984-3620 / 865-740-5180  
beatyfam@bellsouth.net

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Proven leadership, business management, instructional experience, and communication skills to make significant contributions to students seeking higher education. Areas of proficiency:

- Leadership
- People Skills
- Presentations
- Training
- Operations
- Project Management

## CAREER HIGHLIGHTS

### Vice President – Operations

Florida Rock & Tank Lines, Inc.: Jacksonville, Florida

*A six-state transportation company which hauls petroleum and chemical products from twenty terminals.*

- Responsible for company-wide terminal and logistics business operations supported by 500 staff and drivers.
- Revitalized communications between corporate staff and field operations.
- Refocused regional and terminal manager work efforts to meet company objectives by conducting personal training sessions.
- Developed, implemented, and helped teach driver orientation and training classes at three locations in the Southeast.

### Regional Manager

Biosystems, Inc.: Middletown, Connecticut

*Nationwide industrial gas detection equipment company.*

- Expanded company presence in southeast region despite heavy competition from larger firms. Increased territorial sales by 15 percent

### Adjunct Professor – Math and Algebra

St. Johns River Community College: Orange Park, Florida

*Taught two courses while working full-time elsewhere (see below).*

- *Received accolades from students for quality of math course instruction.*
- *At end of semester was offered full-time position by president of the college.*

### Site and Program Manager

TSM Corporation: Jacksonville, Florida

*Oversight of curriculum development in support of a Navy fighter weapons school.*

- Developed tasking concepts, managed personnel, and performed day-to-day operations management for corporate production center.
- Planned and coordinated training programs.
- Analyzed, designed, validated, and presented classroom curriculum guides for instructors and students of several Navy aircraft.

## Naval Officer – Highest Rank of Captain (O-6)

### United States Navy

*Various assignments as a pilot operating from aircraft carriers and as a leader of multiple commands.*

#### **Leadership**

- Promoted for higher command as Training Air Wing Commander in Meridian, Mississippi.
- Managed fiscal budget, maintenance, and flight training for 250 aircraft, 3000 air wing and base personnel.
- By fair treatment and building confidence and trust, healed rifts between base and city minority groups whose relationships had been strained from former incidents.
- Due to presentations before the Congressional Base Realignment and Closure Committee, was personally cited by Congressman Sonny Montgomery (D-Miss.) for being primarily responsible for saving Naval Air Station Meridian from closure.

#### **Aviation**

- Flew 155 successful combat missions in Vietnam as carrier jet aviator.
- Engaged in 7,000 accident-free flight hours and 1,100 carrier landings.
- Selected as the only American pilot to attend the 1977 Empire Test Pilot School in England.
- Accumulated experience on 40+ aircraft of multiple countries and services.
- Early-selected to be a carrier squadron commanding officer of 12 aircraft and 300 men.
- Ranked number one commanding officer of nine squadrons within the air wing.
- Appointed top commander of all 86 aircraft and 2,500 men onboard a major aircraft carrier.
- Selected from 50 test pilots to flight demonstrate for NASA shuttle pilots a landing system that eventually was installed in all space shuttles.

## **EDUCATION AND PROFESSIONAL DEVELOPMENT**

**Master of Business Administration:** Jacksonville University, Jacksonville, Florida

- Distinguished Graduate – 4.0 grade point average.

**Bachelor of Mechanical Engineering:** Vanderbilt University, Nashville, Tennessee

- Naval ROTC Scholarship

**Empire Test Pilot School:** RAF Boscombe Down, England.

**High School Graduate:** Maryville, Tennessee

**Eagle Scout**

# DENISE R. ROBERTSON, CRM (RETIRED)

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2024 Little Best Road  
Maryville, TN 37803

865-981-7912  
deniserob@charter.net

## COMMUNITY SERVICE/VOLUNTEER ACTIVITIES

**BLOUNT COUNTY PUBLIC LIBRARY** Maryville, TN **2011-present**

- Volunteer in the Reference Department, helping with the quarterly book sales, and serve on the Board of Directors as Vice-President and Membership Chair

**TENNESSEE BASKETRY ASSOCIATION** **2013-present**

- Serve on the statewide Board of Directors as Membership Chair

**MORNING VIEW VILLAGE RETIREMENT COMMUNITY** Maryville, TN **2014-present**

- Coordinate and lead a quarterly weaving craft activity for residents

**STEVENSON ELEMENTARY SCHOOL** Houston, TX **2007-2009**

- Worked with selected second grade students to improve their reading skills

## SUMMARY

Results oriented information management professional with progressive experience in records and information management. Background includes motivating and training staff for productivity improvement and customer satisfaction, retention scheduling and maintenance, active and inactive records supervision, archive and library center management. Experienced with records and library database systems and knowledgeable in MS Office software. Quick learner with strong analytical, problem solving and communication skills.

## PROFESSIONAL EXPERIENCE

**EL PASO CORPORATION** Houston, TX **1999-2007**

### CORPORATE RECORDS MANAGER

Responsible for worldwide program that included policy and procedure creation, retention schedule creation and maintenance, legal and tax hold compliance, authorized records destruction, archives and vital records programs and records warehouse facilities. Staff of 9 employees plus 15 contractors with budget of over \$5 million.

- Managed the records merger of two Fortune 100 companies, including the personal and company records transfer between two 30 story buildings within a timeframe of two months.
- Implemented a records program for the E&P Company that included space planning, records consolidation, policy and procedure creation.
- Implemented an imaging program of shared Land records.
- Designed a records database for over 250,000 records that included messaging between clients and records staff.
- Consolidated holdings of over 500,000 boxes of records held in various locations throughout the United States.
- Contracted with and monitored several \$1 million dollar accounts with contractors.
- Designed the first comprehensive seismic data database system in company's history.
- Implemented transition from in-house microfilming operation to contractor with digital access, resulting in staff reduction of 6.

## **PHILLIPS PETROLEUM COMPANY**

**1989-1999**

### **DIRECTOR, DOCUMENT RETENTION MANAGEMENT** Bartlesville, OK

**1997-1999**

Administered comprehensive corporate records management program including policy creation and procedure documentation, retention scheduling and maintenance, legal and tax audit holds, authorized records destruction, archives and vital records programs and record warehouse facilities. Continued to supervise Technical Records in Houston. Staff of 16 employees, plus 19 contractors with budget of over \$3 million, including Houston group.

- Revised Corporate Records Management Manual and distributed hardcopy and electronic formats.
- Designed extensive web site describing Division responsibilities, staff and services.
- Led planning team to relocate collection 175,000 boxed records.
- Trained support staff in Records Management principles and coordinated elimination of a multi-year processing backlog.
- Implemented use of electronic messaging to facilitate compliance with corporate program procedures.

### **SUPERVISOR, TECHNICAL RECORDS** Houston, TX

**1989-1999**

Supervised receipt, organization and internal tracking of exploration and production technical records, library and off-site records storage facility for The Americas Division. Served as in-house consultant on records management issues: file room layout and equipment selection and installations; filing system design; indexing and records transfer projects. Staff of 6b employees plus 7 contractors.

- Increased productivity by 25% although work volumes doubled and staff was reduced 30%.
- Managed project to outsource company-operated records warehouse to commercial vendor. Resulted in immediate cost avoidance of \$50,000+ and staff reduction.
- Selected records management software and supervised migration of 240,000 record database
- Eliminated 10 year old processing backlog of over 700,000 documents/files.
- Coordinated efforts to establish consistent file format among several departments to facilitate timely receipt of document in Technical Records.
- Supervised merging two collections and their respective database in to an 18,000 volume library.

**MOBIL EXPLORATION AND PRODUCING U.S., INC.** Houston, TX

**1983-1989**

**RECORDS GROUP LEADER**

Supervised daily operations for exploration and production technical records, library and off-site records warehouse. Staff of 4 plus 1 contractor.

- Designed and implemented database to index and track records.
- Increased productivity and services although staff was reduced 40% and record volumes doubled due to acquisitions.
- Improved space utilization by assisting in planning and installation of mobile track shelving systems in multiple records rooms and off-site facility.
- Participated in planning and implementing relocation of 380,000 filing inches of E&P files.

**UNIVERSITY OF HOUSTON** M.D. Anderson Library, Houston, TX

**1979-1983**

**ENGINEERING/GEOLOGY LIBRARIAN**

Provided reference services, collection development, and faculty liaison activities in the sciences and government documents. Supervised support staff and student workers.

**EDUCATION AND CERTIFICATIONS**

<b>MLS</b>	Library Science	<b>Indiana University, Bloomington Indiana</b>	<b>1978</b>
<b>BS</b>	American History	Ball State University, Muncie Indiana	1974
<b>CRM (retired)</b>		<b>Institute of Certified Records Managers</b>	<b>1996</b>

**PROFESSIONAL AFFILIATIONS AND ACTIVITIES**

<b>ARMA</b>	(Formerly, Association of Records Managers and Administrators)	<b>1985-present</b>
	<ul style="list-style-type: none"><li>• Made presentations or served on panels at local and national conventions</li><li>• Served on various local committees and on the Board of Directors, including term as President</li><li>• Participated in the written submittal for the COTY award (Chapter of the Year)</li></ul>	
<b>AIIM</b>	Association for Information and Image Management	<b>1985-1999</b>
<b>ICRM</b>	Institute of Certified Records Managers	<b>1996-2014</b>
	<ul style="list-style-type: none"><li>• Graded candidate essay submittals</li></ul>	<b>2005-2010</b>
<b>SLA</b>	Special Libraries Association	<b>1979-2000</b>
	<ul style="list-style-type: none"><li>• Presented at annual Conferences</li><li>• Served on and chaired various local, regional and national committees</li></ul>	

**RESOLUTION NO. 15-07-005**

**SPONSORED BY COMMISSIONERS TONA MONROE, KAREN MILLER, AND  
JAMIE DALY**

**A RESOLUTION APPROVING THE APPOINTMENTS OF THREE COUNTY  
REVENUE COMMISSIONERS FOR BLOUNT COUNTY.**

**WHEREAS,** T.C.A 5-8-601(a)(1) states the county legislative bodies, at their July term, shall elect three (3) competent citizens, not members of the county legislative body, county clerk, or deputy county clerk, who shall be known as the "revenue commissioners" of the county; and

**WHEREAS,** T.C.A. 5-8-601(a)(2) states one (1) of these commissioners shall be an expert accountant; and

**WHEREAS,** the Blount County Legislative Body desires to appoint 3 competent citizens, with one being an expert accountant, as Blount County Revenue Commissioners.

**NOW, THEREFORE, BE IT RESOLVED** by the Blount County Board of Commissioners meeting in regular session on this the 16th day of July, 2015, that:

**SECTION 1.** The Blount County Legislative Body does hereby appoint three (3) competent citizens to serve as the "Blount County Revenue Commissioners," with their term of office being for two (2) years and beginning on the first Monday in September following their election, and until their successors are elected and qualified.

**SECTION 2.** One of the Revenue Commissioners appointed shall be an expert accountant.

**SECTION 3.** The Blount County Revenue Commissioners, before entering upon their duties, shall subscribe to an oath before the county clerk that they will well and truly discharge all duties that may devolve upon them by law.

**SECTION 4.** The County Revenue Commissioners shall receive a daily compensation of eight dollars (\$8.00) for each day of engagement in the discharge of their duties.

**Duly authorized and approved the 16<sup>th</sup> day of July, 2015.**

**CERTIFICATION OF ACTION:**

**ATTEST:**

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

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

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

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

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

\_\_\_\_\_  
Date

# Budget Increases/Decreases

## Commission Action Needed

Fund	Amount	Budget	Vote
101 Gen. Cty. Fund – Social, Cultural, & Recreational	\$77,041.06	Recommended	4 - Yes 1-Absent
101 Gen. Cty. Fund – Circuit Court Clerk	\$47,920.00	Recommended	4 - Yes 1-Absent
189 Other Capital Projects - schools	\$9,000.00	Recommended	4 - Yes 1-Absent
141 Gen. School Fund – align w/ adopted budget	\$312,000.00	Recommended	3-Yes 1-No 1-Absent
101 Gen. Cty. Fund – Sheriff Dept.	\$93,600.00	Recommended	4 - Yes 1-Absent

**RESOLUTION NO. 15-07-002**

**Sponsored by: Commissioners Jerome Moon and Mike Lewis**

**RESOLUTION TO AMEND GENERAL FUND BUDGET**

**WHEREAS**, Blount County would like to amend the General Fund Budget to appropriate funds related to grant monies that were not spent in the prior year to Social, Cultural, and Recreational Projects; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Blount County, Tennessee assembled in regular session this 16th day of July, 2015 that the General Fund Budget shall be amended as follows:

**Revenue:**

101-0-489900-0	Other (Use of Fund Balance).....	\$10,041.06
101-0-479900-0	Other Direct Federal Revenue .....	\$67,000.00
<b>TOTAL</b>	.....	<b>\$77,041.06</b>

**Appropriation:**

101-091150-500707-0	Building Improvements .....	\$17,041.06
101-091150-500790-0	Other Equipment .....	\$60,000.00
<b>TOTAL</b>	.....	<b>\$77,041.06</b>

Duly authorized and approved this 16th day of July, 2015.

CERTIFICATION OF ACTION:

ATTEST:

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

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

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

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

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

\_\_\_\_\_  
Date

To: Blount County Agenda Committee

From: Jackie Glenn, Blount County Records Manager & Archivist

Date: July 7, 2015

Re: National Endowment for the Humanities - **STATUS**

“Sustaining Cultural Heritage Collections Grant” #PF-501461-14

The National Endowment grant is being used to renovate a records storage area at the Blount County Operations Center on McArthur Road that will house records from three locations. The project began in September 2014. The renovation project is fifty percent (50%) complete with a **targeted completion date of September 30, 2015.**

To: Budget Committee

From: Jackie Glenn, Blount County Records Manager & Archivist

Date: June 26, 2015

Re: National Endowment for the Humanities

“Sustaining Cultural Heritage Collections Grant” #PF-501461-14

Blount County Records Management and Archives Department was awarded a “Sustaining Heritage Collections Grant” in the amount of \$119,100.00 in July, 2014 with the Grant period ending September 2015. Original Budget Amendment request was approved by the Budget Committee and County Commission in August, 2014 meetings.

I’m requesting a Budget Amendment in the amount of \$77,041.06 to reallocate a portion of the money into reserve for expenses that will occur in the 2015-2016 Budget.

Thank you for your cooperation.

**Blount County Government  
Budget Amendment Request  
FY ~~14-15~~ 15-16**

**Type of Amendment:**

Transfer   
 Increase/Decrease

Department: 91150  
 Account: Capital-Social, Recreational

	Account Number	Description	Amount
<b>TO</b>	101-091150-500707-0	Building Improvements	17,041.06
Used with transfers	101-091150-500790-0	Other Equipment	60,000.00
(or)			
<b>APPROPRIATION</b>			
Used with Inc/dec			
Total			<b>77,041.06</b>

	Account Number	Description	Amount
<b>FROM</b>	101-0-489900-0	Other (Use of Fund Balance)	10,041.06
Used with transfers	101-0-479900-0	Other Direct Federal Revenue	67,000.00
(or)			
<b>EST REVENUE</b>			
Used with Inc/dec			
Total			<b>77,041.06</b>

Explanation: NEH Grant # PF-501461-14 appropriations lapsed at 06/30/15. This  
reallocates the money originally approved, with a portion that was reserved relative to  
06/30/15 year end.

*Jackie Glenn 6/26/15*  
 Signature of Official/Department Head/Date

Signature of County Mayor/Date

\*All requests are due to Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.

**RESOLUTION NO. 15-07-006**

**Sponsored by: Commissioners Mike Lewis and Jerome Moon**

**RESOLUTION TO AMEND GENERAL FUND BUDGET**

**WHEREAS**, Blount County would like to amend the General Fund Budget to appropriate funds for Data Processing equipment and software to Circuit Court Clerk; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Blount County, Tennessee assembled in regular session this 16th day of July, 2015 that the General Fund Budget shall be amended as follows:

<b><u>Revenue:</u></b>	
101-0-489900-0	Other (Use of Fund Balance).....\$47,920.00

<b><u>Appropriation:</u></b>	
101-053120-500334-0	Maintenance Agreements .....\$23,920.00
101-053120-500709-0	Data Processing Equipment.....\$24,000.00
<b>TOTAL</b>	<b>.....\$47,920.00</b>

Duly authorized and approved this 16th day of July, 2015.

CERTIFICATION OF ACTION:

ATTEST:

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

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

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

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

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

\_\_\_\_\_  
Date

fee, plus the sheriff's fee for each additional defendant, in a proceeding to sell real estate.

(8) The clerks of the various courts have the authority to invest idle funds held under their control, not otherwise invested. Such investments shall be in banks or savings and loan associations operating under the laws of the state or under the laws of the United States; provided, that such deposits are insured under the federal deposit insurance corporation. Such investments shall not exceed the amounts that are federally insured, unless otherwise fully collateralized under a written collateral agreement, or unless the funds are deposited with an institution that is a member of the state collateral pool. The interest on such investments shall become part of the fees of the court clerk and the clerk shall be required to account for interest received, the same as with other fees received. Any funds authorized to be invested may be invested by the clerk in the local government investment pool administered by the state treasurer.

(9) Nothing in this section shall be construed to relieve the clerks of courts from the responsibility of investing funds held under their control, pursuant to court order or under the rules of court. The interest on those investments shall accrue to the benefit of those directed by the court or by agreement of the parties to the litigation.

(10) For investing funds, the clerk shall receive a fee of five percent (5%) of the earnings of such investment.

(11) For preparing a record on appeal from a court of record to an appellate court, the fee shall be three hundred dollars (\$300).

(12) Whenever the clerk is required by law or by a judge to send documents by certified or registered mail, the clerk is entitled to recover the clerk's actual costs for mailing the documents.

**(j) Earmarked funds for computerization.** (1) Out of all the general filing fees charged by court clerks, two dollars (\$2.00) of the amount collected shall be earmarked for computer hardware purchases or replacement, but may be used for other usual and necessary computer related expenses at the discretion of the clerk. Such amount shall be preserved for these purposes and shall not revert to the general fund at the end of a budget year if unexpended.

(2) Effective July 1, 2012, all the general filing fees charged by court clerks shall be increased by two dollars (\$2.00). The amount collected pursuant to this two-dollar increase shall be earmarked, along with the two dollars (\$2.00) in subdivision (j)(1), for the purposes set forth in subdivision (j)(1), and shall be preserved for those purposes and shall not revert to the general fund at the end of a budget year if unexpended. Pursuant to subsection (1), the fees increased by this subdivision (j)(2) shall not be assessed against the state or otherwise represent a cost to the state in criminal cases, child support actions, mental health proceedings, actions under the Tennessee Adult Protection Act, compiled in title 71, chapter 6, part 1, actions with regard to child care licensing, and collection efforts brought by the department of human services.

(k) **Costs in extraordinary cases.** In any extraordinary cases, the clerk may petition the judge to award reasonable costs, in excess of the amounts provided in this section, to reimburse the clerk for the additional services demanded by

**Blount County Government  
Budget Amendment Request  
FY 14-15-16**

**Type of Amendment:**

Transfer   
 Increase/Decrease

Department: Circuit Court Clerk  
 Account: 101-53120

	Account Number	Description	Amount
<b>TO</b>			
Used with transfers			
(or)			
	101-53120-500334	Maintenance Agreements	23,920.00
	101-53120-500709	Data Processing Equipment	24,000.00
<b>APPROPRIATION</b>			
Used with inc/dec			
Total			<b>47,920.00</b>

	Account Number	Description	Amount
<b>FROM</b>			
Used with transfers			
(or)			
	101-0-489900	Data Processing Reserve	47,920.00
<b>EST REVENUE</b>			
Used with inc/dec			
Total			<b>47,920.00</b>

Explanation: Software support, replacement computers for Juvenile Clerk's office,  
and payment Kiosks for collection of fines and cost

*Mary Melleps* 6/29/15  
 Signature of Official/Department Head/Date

Signature of County Mayor/Date

\*All requests are due to Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.

**RESOLUTION NO. 15-07-007**

**Sponsored by: Commissioners Mike Lewis and Jerome Moon**

**RESOLUTION TO AMEND THE OTHER CAPITAL PROJECTS FUND BUDGET**

**WHEREAS**, Blount County would like to amend the Other Capital Projects Fund Budget to appropriate funds for a Security Camera at Townsend Elementary School and,

**WHEREAS**, it is deemed to be in the best interest of Blount County to amend the Other Capital Projects Fund budget as requested.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Blount County, Tennessee assembled in regular session this 16th day of July, 2015 that the Other Capital Projects Fund Budget shall be amended as follows:

**Revenue:**

189-0-489900-11129                      Use of Fund Balance .....\$9,000.00

**Appropriation:**

189-091300-500708-11129      Communication Equipment.....\$9,000.00

Duly authorized and approved this 16th day of July, 2015.

CERTIFICATION OF ACTION:

ATTEST:

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

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

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

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

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

\_\_\_\_\_  
Date

**Install Camera Security System at Townsend Elementary  
FY 2015-2016**

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**Cost**

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Install data drops - labor and materials	\$ 1,740.00
Install HP 3500-24G switch	\$ 2,241.25
12 Smartvue 3MP cameras and server	\$ 4,325.00
<b>Total Project Cost</b>	<b><u><u>\$ 8,306.25</u></u></b>

Prepared by: Troy Logan, 5/27/15

Cost Estimates Provided by: John Dalton, 5/27/15

**Blount County Government**  
**Budget Amendment Request**  
 FY 15-16

**Type of Amendment:**

Transfer   
 Increase/Decrease

Department: Capital - Schools Undesignated  
 Account: 189-xxxxx-11129

	Account Number	Description	Amount
<b>TO</b>			
Used with transfers	189-091300-500708-11129	Communication Equipment	9,000.00
(or)			
<b>APPROPRIATION</b>			
Used with inc/dec			
Total			9,000.00

	Account Number	Description	Amount
<b>FROM</b>			
Used with transfers	189-000000- <del>488000</del> -11129	Transfers In	9,000.00
	489900	Use of Fund Balance	
(or)			
<b>EST REVENUE</b>			
Used with inc/dec			
Total			9,000.00

Explanation: Purchase and install camera security system at Townsend Elementary.

Joy Logan 5-27-15  
 Signature of Official/Department Head/Date

\_\_\_\_\_  
 Signature of County Mayor/Date

\*All requests are due to Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.

**Approved By This Board Of Education** 6-4-15

**RESOLUTION NO. 15-07-008**

**Sponsored by: Commissioners Mike Lewis and Jerome Moon**

**RESOLUTION TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET**

**WHEREAS**, Blount County would like to amend the General Purpose School Fund Budget to appropriate funds to align Board of Education approved budget with County Commission adopted budget and,

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Blount County, Tennessee assembled in regular session this 16th day of July, 2015 that the General Purpose School Fund Budget shall be amended as follows:

**Revenue:**

141-0-0489900	Use of Fund Balance .....	\$278,000.00
141-0-465110	Basic Education .....	\$34,000.00
<b>TOTAL</b>	.....	<b>\$312,000.00</b>

**Appropriation:**

See attached

Duly authorized and approved this 16th day of July, 2015.

CERTIFICATION OF ACTION:

ATTEST:

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

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

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

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

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

\_\_\_\_\_  
Date

**Blount County Government  
Budget Amendment Request  
FY ~~14-15~~ 15-16**

**Type of Amendment:**

Transfer   
 Increase/Decrease

Department: GPSF  
 Account: Fund 141-various

	Account Number	Description	Amount
<b>TO</b>	141-71100-116	Teachers	657,500.00
Used with transfers	141-71100-140	Salary Supplements	29,000.00
	141-71100-163	Educational Assistants	69,000.00
	141-71100-201	Social Security	46,000.00
(or)	141-71100-204	State Retirement	63,000.00
	141-71100-205	Emp Insurance - Dependent	28,000.00
	141-71100-207	Emp Insurance - Health	15,000.00
<b>APPROPRIATION</b>	141-71100-208	Emp Insurance - Dental	1,500.00
Used with inc/dec	141-71100-212	FICA Medicare	14,500.00
Total			<b>923,500.00</b>

	Account Number	Description	Amount
<b>FROM</b>			
Used with transfers			
(or)			
	141-000000-465110	Basic Education Program	34,000.00
	141-000000-489900	Fund Balance	278,000.00
<b>EST REVENUE</b>			
Used with inc/dec			
Total			<b>312,000.00</b>

Explanation: Budget amendment to align Board of Education approved budget with the final County Commission adopted budget for FY 15-16.

Page 1 of 19

*Troy Ryan* 7-1-15

Signature of Official/Department Head/Date

Signature of County Mayor/Date

\*All requests are due to Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.

**Blount County Government**  
**Budget Amendment Request**  
 FY ~~14-15~~ 15-16

**Type of Amendment:**

Transfer   
 Increase/Decrease

Department: GPSF  
 Account: Fund 141-various

	Account Number	Description	Amount
<b>TO</b>	141-71100-429	Instructional Supplie	-35,000.00
Used with transfers	141-71200-116	Teachers	43,000.00
	141-71200-163	Educational Assistants	10,000.00
	141-71200-201	Social Security	3,000.00
(or)	141-71200-204	State Retirement	-2,000.00
	141-71200-205	Emp Insurance - Dependent	8,000.00
	141-71200-207	Emp Insurance - Health	1,000.00
<b>APPROPRIATION</b>	141-71200-208	Emp Insurance - Dental	200.00
Used with inc/dec	141-71200-212	FICA Medicare	1,000.00
Total			<b>29,200.00</b>

	Account Number	Description	Amount
<b>FROM</b>			
Used with transfers			
(or)			
<b>EST REVENUE</b>			
Used with inc/dec			
Total			<b>0.00</b>

Explanation: Page 2 of 19

\_\_\_\_\_  
 \_\_\_\_\_

*Troy Agan* 7-1-15

Signature of Official/Department Head/Date

Signature of County Mayor/Date

\*All requests are due to Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.

**Blount County Government  
Budget Amendment Request  
FY ~~14-15~~ / 5-16**

**Type of Amendment:**

Transfer   
 Increase/Decrease

Department: GPSF  
 Account: Fund 141-various

	Account Number	Description	Amount
<b>TO</b>	141-71200-312	Contracts with Private Agencies	-15,000.00
Used with transfers	141-71200-399	Other Contracted Services	-50,000.00
	141-71200-429	Instructional Supplies	-15,000.00
	141-71300-116	Teachers	44,000.00
(or)	141-71300-201	Social Security	3,500.00
	141-71300-204	State Retirement	5,000.00
	141-71300-206	Emp Insurance - Life	200.00
<b>APPROPRIATION</b>	141-71300-207	Emp Insurance - Health	5,000.00
Used with inc/dec	141-71300-208	Emp Insurance - Dental	300.00
Total			<b>-22,000.00</b>

	Account Number	Description	Amount
<b>FROM</b>			
Used with transfers			
(or)			
<b>EST REVENUE</b>			
Used with inc/dec			
Total			<b>0.00</b>

Explanation: Page 3 of 19

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*Troy Jagan* 7-1-15

Signature of Official/Department Head/Date

Signature of County Mayor/Date

\*All requests are due to Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.









**Blount County Government  
Budget Amendment Request  
FY ~~14-15~~ 15-16**

**Type of Amendment:**

Transfer   
 Increase/Decrease

Department: GPSF  
 Account: Fund 141-various

	Account Number	Description	Amount
<b>TO</b>	141-72210-105	Supervisor	7,800.00
Used with transfers	141-72210-129	Librarians	12,000.00
	141-72210-161	Secretary	1,600.00
	141-72210-201	Social Security	1,500.00
(or)	141-72210-204	State Retirement	1,700.00
	141-72210-205	Emp Insurance - Dependent	26,000.00
	141-72210-399	FICA Medicare	300.00
<b>APPROPRIATION</b>	141-72210-432	Library Books	-59,700.00
Used with inc/dec	141-72210-524	In-service/PD	-5,500.00
<b>Total</b>			<b>-14,300.00</b>

	Account Number	Description	Amount
<b>FROM</b>			
Used with transfers			
(or)			
<b>EST REVENUE</b>			
Used with inc/dec			
<b>Total</b>			<b>0.00</b>

Explanation: Page 8 of 19

*Troy Taylor* 7-1-15  
 Signature of Official/Department Head/Date

Signature of County Mayor/Date

\*All requests are due to Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.



**Blount County Government  
Budget Amendment Request  
FY ~~14-15~~ / 5-16**

**Type of Amendment:**

Transfer   
 Increase/Decrease

Department: GPSF  
 Account: Fund 141-various

	Account Number	Description	Amount
<b>TO</b>	141-72260-105	Supervisor	3,200.00
Used with transfers	141-72260-162	Clerical Personnel	3,000.00
	141-72260-201	Social Security	200.00
	141-72260-204	State Retirement	900.00
(or)			
	141-72310-204	State Retirement	700.00
	141-72310-331	Legal Services	10,000.00
<b>APPROPRIATION</b>	141-72310-399	Other Contracted Services	-50,000.00
Used with inc/dec	141-72310-510	Trustee's Commissions	19,800.00
Total			<b>-12,200.00</b>

	Account Number	Description	Amount
<b>FROM</b>			
Used with transfers			
(or)			
<b>EST REVENUE</b>			
Used with inc/dec			
Total			<b>0.00</b>

Explanation: Page 10 of 19

*Troy Jagan 7-1-15*  
 Signature of Official/Department Head/Date

\_\_\_\_\_  
 Signature of County Mayor/Date

\*All requests are due to Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.







**Blount County Government**  
**Budget Amendment Request**  
 FY-14-15-15-16

**Type of Amendment:**

Transfer   
 Increase/Decrease

Department: GPSF  
 Account: Fund 141-various

	Account Number	Description	Amount
<b>TO</b>	141-72610-166	Custodial Peronnel	26,000.00
Used with transfers	141-72610-201	Social Security	2,500.00
	141-72610-204	State Retirement	4,000.00
	141-72610-206	Emp Insurance - Life	100.00
(or)	141-72610-207	Emp Insurance - Health	1,000.00
	141-72610-208	Emp Insurance - Dental	1,100.00
	141-72610-212	FICA Medicare	1,000.00
<b>APPROPRIATION</b>			
Used with inc/dec			
Total			<b>35,700.00</b>

	Account Number	Description	Amount
<b>FROM</b>			
Used with transfers			
(or)			
<b>EST REVENUE</b>			
Used with inc/dec			
Total			<b>0.00</b>

Explanation: Page 14 of 19

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 7-1-15  
 \_\_\_\_\_

Signature of Official/Department Head/Date

Signature of County Mayor/Date

\*All requests are due to Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.

**Blount County Government  
Budget Amendment Request  
FY ~~14-15~~ 15-16**

**Type of Amendment:**

Transfer   
 Increase/Decrease

Department: GPSF  
 Account: Fund 141-various

	Account Number	Description	Amount
<b>TO</b>	141-72610-415	Electricity	-53,000.00
Used with transfers	141-72610-434	Natural Gas	-35,000.00
	141-72610-454	Water & Sewer	-9,000.00
(or)	141-72620-105	Supervisor	700.00
	141-72620-161	Secretary	200.00
	141-72620-167	Maintenance Personnel	34,500.00
<b>APPROPRIATION</b>			
Used with inc/dec			
Total			-61,600.00

	Account Number	Description	Amount
<b>FROM</b>			
Used with transfers			
(or)			
<b>EST REVENUE</b>			
Used with inc/dec			
Total			0.00

Explanation: Page 15 of 19

*Troy Logan* 7-1-15  
 Signature of Official/Department Head/Date

\_\_\_\_\_  
 Signature of County Mayor/Date

\*All requests are due to Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.





**Blount County Government**  
**Budget Amendment Request**  
 FY ~~14-15~~ 15-16

**Type of Amendment:**

Transfer   
 Increase/Decrease

Department: GPSF  
 Account: Fund 141-various

	Account Number	Description	Amount
<b>TO</b>	141-72810-120	Computer Programmers	6,100.00
Used with transfers	141-72810-162	Clerical Personnel	900.00
	141-72810-189	Other Salaries	133,400.00
	141-72810-201	Social Security	8,700.00
(or)	141-72810-204	State Retirement	12,900.00
	141-72810-205	Emp Insurance - Dependent	13,200.00
	141-72810-206	Emp Insurance - Life	300.00
<b>APPROPRIATION</b>	141-72810-207	Emp Insurance - Health	10,200.00
Used with inc/dec	141-72810-208	Emp Insurance - Dental	600.00
Total			<b>186,300.00</b>

	Account Number	Description	Amount
<b>FROM</b>			
Used with transfers			
(or)			
<b>EST REVENUE</b>			
Used with inc/dec			
Total			<b>0.00</b>

Explanation: Page 18 of 19

\_\_\_\_\_

*Troy Jagan* 7-1-15

Signature of Official/Department Head/Date

Signature of County Mayor/Date

\*All requests are due to Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.



**RESOLUTION NO. 15-07-009**

**Sponsored by: Commissioners Jerome Moon and Mike Lewis**

**RESOLUTION TO AMEND GENERAL FUND BUDGET**

**WHEREAS**, Blount County would like to amend the General Fund Budget to appropriate funds for state mandated supplements for officers to the Sheriff’s Department; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Blount County, Tennessee assembled in regular session this 16th day of July, 2015 that the General Fund Budget shall be amended as follows:

<b><u>Revenue:</u></b>	
101-0-489900-0	Other (Use of Fund Balance).....\$93,600.00

<b><u>Appropriation:</u></b>	
101-054110-500196-0	In-Service Training.....\$93,600.00

Duly authorized and approved this 16th day of July, 2015.

CERTIFICATION OF ACTION:

ATTEST:

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

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

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

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

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

\_\_\_\_\_  
Date

# **Memo**

**To:** Blount County Commission

**From:** Sheriff, James L. Berrong *gls*

**Date:** 07.02.15

**Re:** Late Payment of State In-service Training Supplements

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Pursuant to T.C.A. 38.8.111, police officers must complete an in-service training course each year, entitling them to receive a supplement of \$600. The Sheriff's Department supplies the state with a list of officers who have completed the training. The state then cuts a check to the County to pay each of the listed officers, their \$600 supplement. The state was late in sending this check to the County, resulting in our receiving it 1 day prior to the last day of the fiscal year. The check was entered on June 29, 2015 and was for 2014 training. That did not allow enough time to process the individual checks to the officers before the next fiscal year began. As a result, the revenue was posted to fiscal year 2014-15, but will be paid out in 2015-16.

\*Due to the fact the revenue was posted last year (101-469902), we are having to appropriate from Fund Balance this year (101-489900).

**38-8-111. In-service training Cash supplements.**

**(a) (1)** An eligible local unit of government that requires all police officers to complete an in-service training course each calendar year appropriate to the officer's rank and responsibility and the size and location of the officer's department, of at least forty (40) hours duration at a school certified or recognized by the commission, is entitled to receive a pay supplement of six hundred dollars (\$600) for any one (1) officer in any one (1) year, from the commission, to be paid to each officer, in addition to the officer's regular salary. Police officers are eligible for the pay supplement upon successful completion of forty (40) hours of the in-service training.

**Blount County Government  
Budget Amendment Request  
FY 15-16**

**Type of Amendment:**

Transfer (prop to app or rev to rev)

Increase/Decrease (rev to approp/approp to rev)

<input type="checkbox"/>
<input checked="" type="checkbox"/>

Department: SHERIFF

Account: 054110

	Account Number	Description	Amount
	500196	IN-SERVICE TRAINING	93,600.00
(or)			
<b>APPROPRIATION</b>			
Used with Inc/dec			
Total			<b>93,600.00</b>

	Account Number	Description	Amount
	489900	FUND BALANCE	93,600.00
(or)			
<b>EST REVENUE</b>			
Used with Inc/dec			
Total			<b>93,600.00</b>

Explanation: to put money from State of TN (POST In-Service) into account so that  
Officers can be paid for their 2014 State required In-Service Training.

*James L. Bray* 7-1-2015  
 Signature of Official/Department Head/Date

Signature of County Mayor/Date

\*All requests requiring committee approval are due to Sr. Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.

Warrant Date: 06/24/2015  
Warrant Amount: \$ 93,600.00

**State of Tennessee**  
Remittance Advice

Warrant No: 0004067478

Vendor Number: 0000000015

Agency Information	Invoice Date	Invoice ID	Voucher Number	Paid Amount
Commerce & Insurance 2014 Police Salary Supplements	(615) 741-2705	01/05/2015 Blount County SO 2015	00064429	\$93,600.00

==

101-469982

DATE: 6/29/15

RECEIPT NO: 00078391

AMOUNT:

93,600.00

RECV OF: STATE OF TN/COMM AND INS

COMMENTS:

CLERK: JBAILEY

FUND	CC	OBJECT	PROJ	AMOUNT	PAID BY	PAID BY #
101-000000-469902-00000				93,600.00	CK	48051624

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COUNTY TRUSTEE

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COUNTY MAYOR

# Other Budget Items

## Information Only

<b>Item</b>	<b>Budget</b>	<b>Vote</b>
Grant Procedures	Info Only	
Grant Application – Library (Pettway Foundation)	Info Only	
Grant Application – Library (LSTA Technology)	Info Only	
Grant Application – BCSO (Jag Local Solicitation)	Info Only	
Grant Application – Recovery Court (TN Recovery Court Program)	Info Only	
Knox County Forensic Center	Info Only	
BC Emergency Communications District Budget	Info Only	

# Blount County Government

## Grant Procedures

Revised October 1, 2013

The purpose of the Grant Procedures is to have a uniform process which all departments of Blount County Government follow in applying and accounting for grants. The procedures approved by the Commission will be effective November 1, 2013 and will remain in effect unless an amendment to the procedures is approved by the Commission.

The following is a list of procedures that will be followed by ALL County departments requesting grant funding:

1. The Grant Worksheet is to be filled out and sent to the Accounting Department (Worksheet is included at the end of this packet).
2. After the Grant Worksheet has been reviewed, it will be forwarded to the Budget Committee. If the grant will require any type of county funding after it is awarded or in the future, it will go to the Budget Committee for approval. If it does not require any county funding, it will go to the Budget Committee as information only.
3. Any grants that are received on a yearly (regular) basis that do not require an application, are awarded to all counties, etc. will automatically be approved by the Accounting Department. They will be sent to the Budget Committee as information only.
4. A representative from the department must attend the Budget Committee meeting for any grants requiring approval.
5. Once the grant worksheet has been approved, the department can apply for the grant. In some situations, there may be a need for approval of the grant application before the Budget Committee meets. In these cases, the Finance Director and/or Mayor may approve the application and the Budget Committee will be notified at the next meeting.
6. When the department has been notified that the grant has been awarded, they will inform the Accounting Department of the CFDA #, the amount awarded, and any other pertinent information.
7. Accounting will assist the department in preparing a budget amendment to increase the related accounts & create project numbers, if necessary. The budget increase will need to go to the Budget Committee for approval.
8. Any time more grant funds are requested (Monthly, quarterly, etc.), the department will notify Accounting of this request.

9. When the awarded funds have been transferred to the county, the department should inform the Trustee's Office and give them the correct revenue account to deposit the funds into.
10. Some grants are not fully spent in the year awarded and the balance will need to be carried over to the next budget year. The department should make sure to notify accounting if there is a balance left.

**Comments regarding individual grants:**

Emergency Management grants will have individual balance sheets (Assets, Liabilities, and Equity) for each grant applied for. In other departments/funds, if a grant is a one-time grant, the grant will be assigned a project number for the expense & revenue accounts only and will not have separate balance sheet accounts.

**Instructions for the Grant Worksheet:**

**Before a grant is applied for, the following is required to be filled out on the Grant Worksheet:**

Requesting department, contact person (Person applying for grant) and the reporting person's (Person responsible for reimbursement request, reporting of expenses, etc.) information with a phone number and email address; name of granting agency, grant name, answer yes or no if a grant application is required; answer yes or no if it is a one-time grant; total amount of grant funds requested; input county match if required; description for use of grant funds; and the application deadline.

Please keep a copy of the grant worksheet and email the worksheet to the Accounting Department at [accounting@blounttn.org](mailto:accounting@blounttn.org). **Once the grant is approved, the following information needs to be sent to the Accounting Department:**

Date of grant award, expiration of the grant established by the granting agency, anticipated closing date of the grant, required reporting – monthly/quarterly, how funds will be received, and how often the grant funds will be sent.

**Please note:** If this is a grant that is received every year and no application process is required, please state this on the grant worksheet in the space provided along with description such as: annual contract with state, etc.

# Blount County, Tennessee Grant (Contract) Worksheet

(adopted February 21, 2013)

**Please provide the information below for any Grant being applied for or recently awarded.**

Once completed, return the worksheet via e-mail to the Grant Accountant at [accounting@blounttn.org](mailto:accounting@blounttn.org).

Requesting Department: Blount County Public Library

Contact Person's Name, email, phone # (person applying for grant): K.C. Williams

Financial Reporting Person's information (if different than contact): \_\_\_\_\_

Project/Program Director's Name, email, phone # K.C. Williams

Name of Granting Agency: Jane L. Pettway Foundation

Grant Name: Grant Awards for Churches and Libraries

Is a grant application required? YES  NO

Is this a one-time grant? YES  NO  If no, is the grant recurring?

**Grant Funds Requested:** \$24,250.00

**Are County Funds Required (Match)?** If so when approved, a budget amendment for match will need to be included with this form No

**Total Amount of Grant:** \$ 24,250

Brief Description for Use of Grant Funds:  
(Equipment, Gear, Personnel, etc.)  

Equipment - tables and chairs
-------------------------------

If the grant is in the application processes, what is the submission deadline? Soft Submission was made in May, Grant awards are this summer

Worksheet reviewed by -  
Grant Accountant and/or Finance Director: \_\_\_\_\_

Date of Commission approval: \_\_\_\_\_

**Please provide the remaining information once the Grant is approved.**

Grant CFDA# (Catalog of Federal Domestic Assistance): \_\_\_\_\_

Date of Grant Award: \_\_\_\_\_

Grant Period: (such as: Oct 1 - Sept 30) \_\_\_\_\_

Expiration Date of Grant, as established by the Granting Agency: \_\_\_\_\_

Anticipated Closing Date of Grant Project: \_\_\_\_\_

How will we receive the Grant Funds? (direct deposit, check, other) \_\_\_\_\_

How often will the Grant Funds be sent? (monthly, quarterly, one payment, other) \_\_\_\_\_

**\*\*\*\* Attach Budget Amendment(s) to this form when grant approved \*\*\*\***

March 16, 2015

Board of Managers  
Jane L. Pettway Foundation  
c/o The Trust Company  
4823 Old Kingston Pike, Suite 100  
Knoxville, TN 37919

Re: Jane L. Pettway Foundation  
Grant Proposal 2015-16

Dear Sirs:

Attached please find a grant application from the Blount County Public Library for 2015-16 in the amount of \$24,250.00. This request for funding is part of a comprehensive business plan designed to address four library initiatives: 1) implement efficient/effective internal and external information creation and distribution systems; 2) provide training opportunities in advanced industries (STEM); 3) provide collaborative work spaces for library users; and 4) participate in closing the Internet/technology access gap for residents. The total estimated cost for the complete business plan is \$600,000.00 with funding from multiple sources as follows:

Source	Total Request
Foundation for the Blount County Public Library (Capital Requests)	\$172,947.00
Friends of the Blount County Public Library (Program Support)	\$ 44,275.00
Blount County Public Library Operating Budget (Recurring Expenses)	\$153,200.00
Donor/Sponsorship (Partnership Opportunity)	\$180,000.00
LSTA and Other Grant Requests (Funding from Other Sources)	\$ 50,000.00
Total	\$600,422.00

The BCPL is asking the Jane L. Pettway Foundation to donate/sponsor funding for furnishings for collaborative work spaces as outlined under Initiative Three on page 9 of the *Blount County Public Library Business Plan 2015*, which is included with this application submission. Additionally, the Blount County Public Library Business Plan 2015 provides further explanation and documentation on the rationale behind this plan along with anticipated outcomes.

Thank you for your consideration of this application. Please feel free to contact me with any questions or concerns. I can be reached at 865-599-9260 (mobile) or through email at [kwilliams@blounttn.org](mailto:kwilliams@blounttn.org).

I look forward to hearing from you.

Warm regards,

K.C. Williams, Director  
Blount County Public Library



- 2 -  
Application for Grant

- 
4. Is the applicant controlled by, related to, connected with, or sponsored by another organization? ..... ( X ) Yes ( ) No  
If yes, identify the organization (including its purposes and activities) and explain the relationship:

The BCPL is managed by a seven member Board of Trustees appointed by the Blount County Commission, the City of Maryville Council, and the Alcoa City Commission. The BCPL is a formal department of Blount County Government with the Library Board coordinating with the County Mayor's office.

- 
5. List the name, address and title of each member of the applicant's governing board:

See Attached Document - 2015-16 BCPL Board of Trustees

(Name)	(Title or Office)
(Street Address)	(City, State, and ZIP Code)
(Name)	(Title or Office)
(Street Address)	(City, State, and ZIP Code)
(Name)	(Title or Office)
(Street Address)	(City, State, and ZIP Code)

**(If more space is needed, attach a separate list.)**

- 
6. Has the applicant (or any organization listed in 4. above) ever applied for or received a grant from this foundation? ..... ( ) Yes ( X ) No  
If yes, give details:

Application for Grant

Part II. Use of the Proposed Grant

7. Show the amount requested and explain in detail how it will be used. State whether the grant is to be earmarked for the use or benefit of any one person, group, or class of people. If so, for whom?

The total request for this grant is \$24,450.00. Specifications and funding explanation are attached. These funds will be used to purchase furniture for a new collaborative work space in the Information Commons area of the library. This request is made in partial fulfillment of the initiatives outlined in the 2015 Business Plan included with this proposal.

These five workstations will be available for use by teens and adults who need to work both with technology and with other people where professional library staff support is also available.

8. Person to contact if additional information is required by the Foundation:

K.C. Williams (Name) Library Director (Title)

508 N. Cusick Street (Street Address) Maryville, TN 37804 (City, State, and ZIP Code)

865-599-9260 (mobile) / kwilliams@blounttn.org  
(Telephone Number and E-mail Address)

Person who would administer the grant/program if approved:

K.C. Williams (Name) Library Director (Title)

865-599-9260 (mobile) / kwilliams@blounttn.org  
(Telephone Number and E-mail Address)

Describe his/her experience:

See Attached Resume

Address where the funds, if granted, should be sent:

Attn: Deb Barnett, BCPL Business Manager  
(Name)

508 N. Cusick Street  
(Street Address)

Maryville, TN 37804  
(City, State, and ZIP Code)

Application for Grant

From my own knowledge, I state the information given in Parts I and II is correct. The applicant organization has authorized me to make this application. I further certify that I will notify the Board of Managers of the Jane L. Pettway Foundation of any material change in the above information, including a change in applicant's status as a tax-exempt organization, which occurs prior to receipt by applicant of notice from the Board of Managers of its action on this Application for Grant.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title or Office)

**FOR FOUNDATION USE ONLY**

Application For Grant No. \_\_\_\_\_

Date Application Received \_\_\_\_\_

**Action on Application for Grant**

Name of Applicant: \_\_\_\_\_

Date of Application: \_\_\_\_\_

Amt. Requested: \$ \_\_\_\_\_

**Part III. To be filled in by Grantor Foundation – Jane L. Pettway Foundation**

9. Evaluation: \_\_\_\_\_

10. Special supervisory or follow-up requirements, if any: \_\_\_\_\_

11. Remarks: \_\_\_\_\_

Application for Grant

12 Action taken by Board of Managers on  
Application for Grant:

Action Approved:

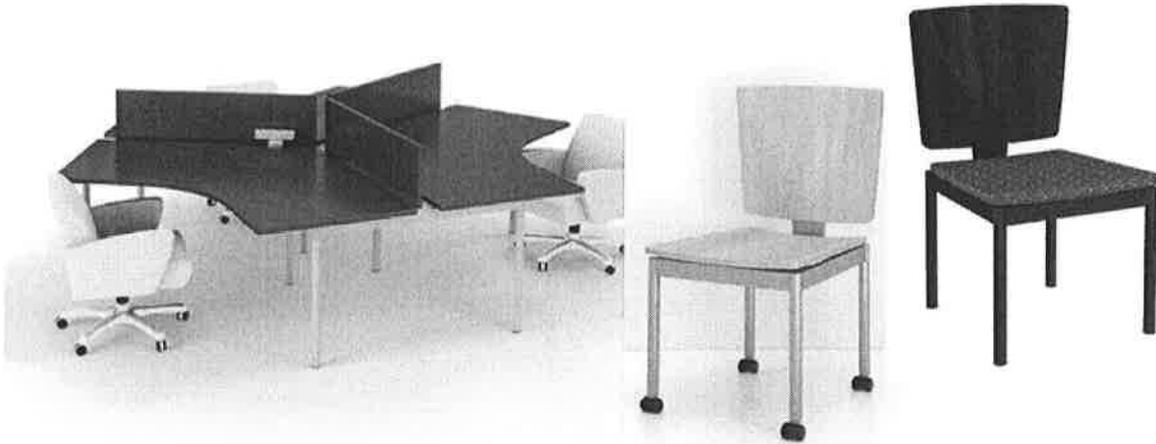
- (a) Approved as requested ( )
- (b) Approved as modified, see Remarks ( )
- (c) Denied ( )
- (d) Date of projected funding \_\_\_\_\_
- (e) Amount of grant approved \$ \_\_\_\_\_
- (f) Date of funding \_\_\_\_\_
- (g) Report on funds use received ( )
- (h) Date file closed \_\_\_\_\_

_____	(Signature of Manager)	(Date)
_____	(Signature of Manger)	(Date)
_____	(Signature of Manager)	(Date)

### Collaborative Work Space in the Information Commons

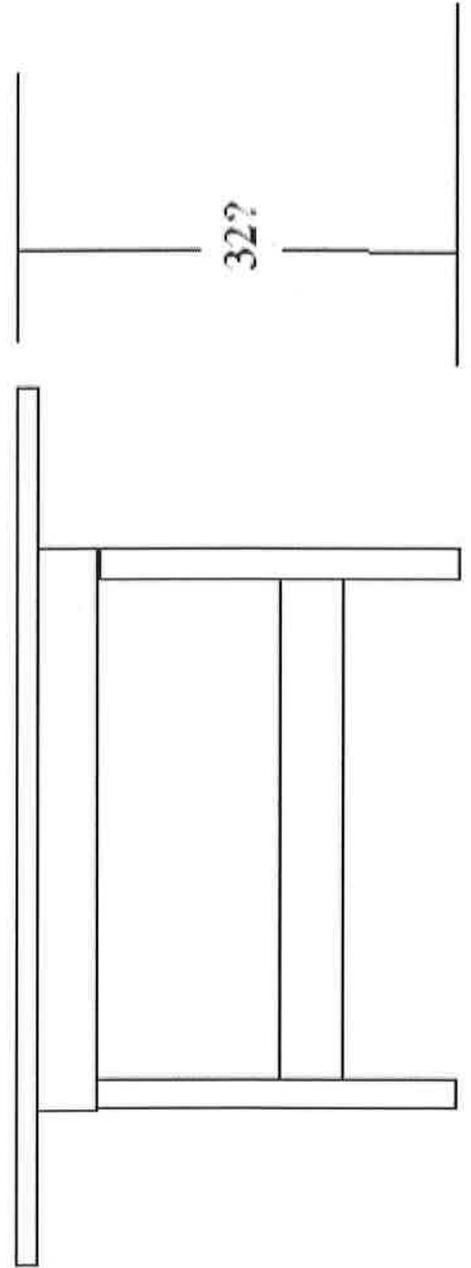
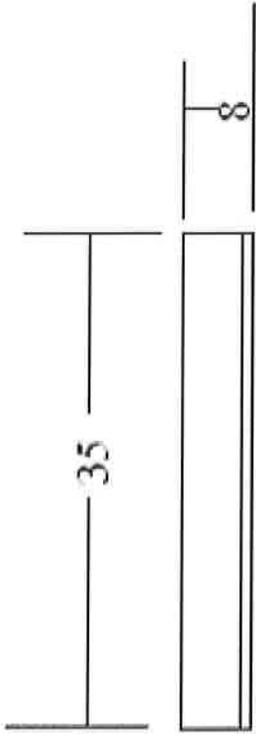
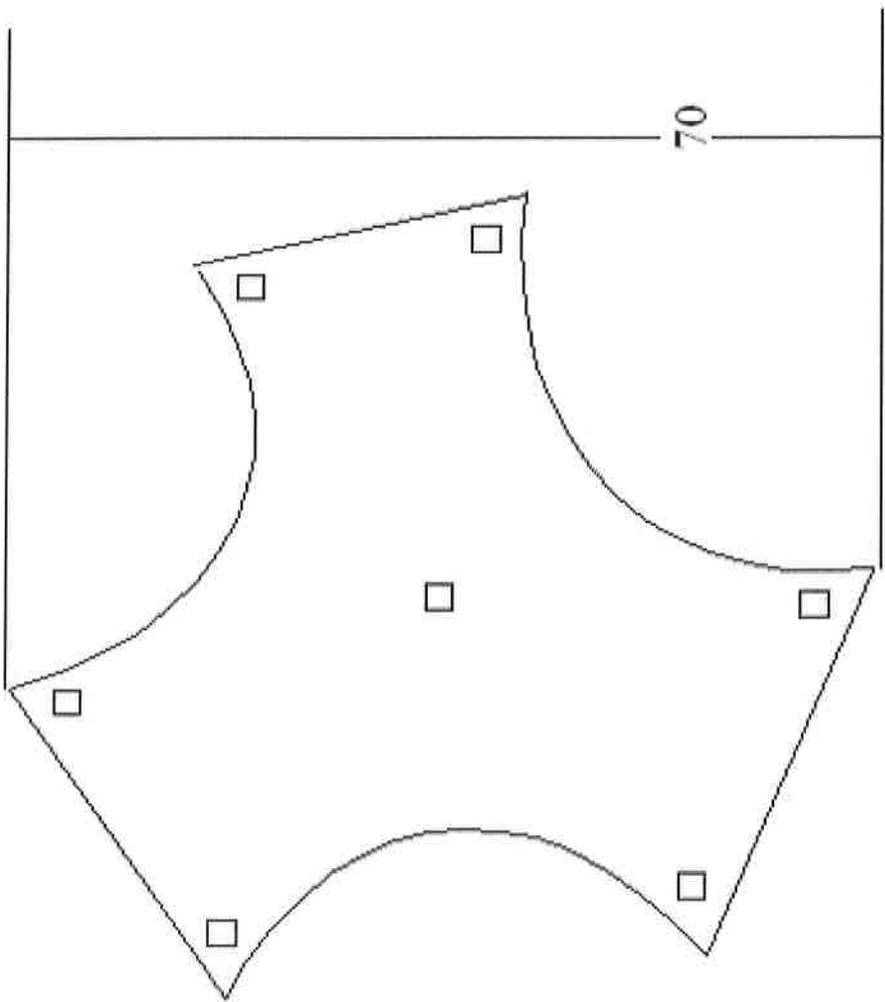
Item	Quantity	Cost per Item	Total	Source
Three-Sided Solid Cherry Tables with removable divider	5	\$ 3,500.00	\$ 17,500.00	To be bid locally - see attached specification sheet
Wood backed chairs with padded seats and casters (cherry)	15	\$ 450.00	\$ 6,750.00	To be bid
<b>Total</b>			<b>\$ 24,250.00</b>	

### Design Images



Modified design - one piece table with wood legs, design to mirror existing library tables.

Cherry wood backed chair, metal base, casters, padded seat,



# Blount County, Tennessee Grant (Contract) Worksheet

(adopted February 21, 2013)

**Please provide the information below for any Grant being applied for or recently awarded.**

Once completed, return the worksheet via e-mail to the Grant Accountant at [accounting@blounttn.org](mailto:accounting@blounttn.org).

Requesting Department: Blount County Public Library

Contact Person's Name, email, phone # (person applying for grant): K.C. Williams; kwilliams@blounttn.org; 865-599-2960

Financial Reporting Person's information (if different than contact): \_\_\_\_\_

Project/Program Director's Name, email, phone # K.C. Williams

Name of Granting Agency: TN State Library and Archives

Grant Name: LSTA Technology Grant

Is a grant application required? YES  NO

Is this a one-time grant? YES  NO  If no, is the grant recurring? Yes

## Grant Funds Requested:

**Are County Funds Required (Match)?** If so when approved, a budget amendment for match will need to be included with this form. No. This is a matching funds grant, but the Friends of the Library make a donation to the library revenues for the funding match.

## Total Amount of Grant:

Up to \$5000.00

Brief Description for Use of Grant Funds:  
(Equipment, Gear, Personnel, etc.)

This grant is specifically for computer technology.

If the grant is in the application processes, what is the submission deadline? 1-Aug-15

Worksheet reviewed by - \_\_\_\_\_

Grant Accountant and/or Finance Director: \_\_\_\_\_

Date of Commission approval: \_\_\_\_\_

**Please provide the remaining information once the Grant is approved.**

Grant CFDA# (Catalog of Federal Domestic Assistance): \_\_\_\_\_

Date of Grant Award: \_\_\_\_\_

Grant Period: (such as: Oct 1 - Sept 30) \_\_\_\_\_

Expiration Date of Grant, as established by the Granting Agency: \_\_\_\_\_

Anticipated Closing Date of Grant Project: \_\_\_\_\_

How will we receive the Grant Funds? (direct deposit, check, other) \_\_\_\_\_

How often will the Grant Funds be sent? (monthly, quarterly, one payment, other) \_\_\_\_\_

\*\*\*\* Attach Budget Amendment(s) to this form when grant approved \*\*\*\*

# Blount County, Tennessee Grant (Contract) Worksheet

(adopted February 21, 2013)

**Please provide the information below for any Grant being applied for or recently awarded.**

Once completed, return the worksheet via e-mail to the Grant Accountant at [accounting@blounttn.org](mailto:accounting@blounttn.org).

Requesting Department: Blount County Sheriff's Office

Contact Person's Name, email, phone # (person applying for grant): Doug Hancock, dhancock@blounttn.org 273-5750

Financial Reporting Person's information (if different than contact): Jarrod Millsaps, jmillsaps@bcso.com 273-5132

Project/Program Director's Name, email, phone # Jarrod Millsaps, jmillsaps@bcso.com 273-5132

Name of Granting Agency: USDOJ, Bureau of Justice Assistance

Grant Name: Blount County Sheriff 2015-16 Interoperable Radio Equipment Enhancement - JAG Local Solicitation.

Is a grant application required? YES X NO \_\_\_\_\_

Is this a one-time grant? YES \_\_\_\_\_ NO X If no, is the grant recurring? \_\_\_\_\_

**Grant Funds Requested:** \$18,383.00

**Are County Funds Required (Match)?** If so when approved, a budget amendment for match will need to be included with this form

No matching funds required. 100% federal funds

**Total Amount of Grant:** \$ 18,383

Brief Description for Use of Grant Funds:  
(Equipment, Gear, Personnel, etc.)

Funding for 4 Motorola Interoperable radios, software, hardware and programming. And Misc Accessories and Batteries

If the grant is in the application processes, what is the submission deadline?

June 26th, 2015

Worksheet reviewed by -

Grant Accountant and/or Finance Director:

Date of Commission approval:

**Please provide the remaining information once the Grant is approved.**

Grant CFDA# (Catalog of Federal Domestic Assistance): CFDA #16.738

Date of Grant Award:

Grant Period: (such as: Oct 1 - Sept 30)

Expiration Date of Grant, as established by the Granting Agency:

Anticipated Closing Date of Grant Project:

How will we receive the Grant Funds? (direct deposit, check, other)

How often will the Grant Funds be sent? (monthly, quarterly, one payment, other)

\*\*\*\* Attach Budget Amendment(s) to this form when grant approved \*\*\*\*



# GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> July 1, 2015	<b>End Date</b> June 30, 2016	<b>Agency Tracking #</b> No Longer Used	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> Blount County Government			<b>Edison Vendor ID</b> 15		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA #</b> N/A			
		<b>Grantee's Fiscal Year End</b> June			
<b>Service Caption</b> (one line only) Tennessee Certified Recovery Court Program at the Blount County Drug Court					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Governmental Grant Contract Amount</b>
2016	\$70,000.00				\$70,000.00
<b>TOTAL:</b>	<b>\$70,000.00</b>				<b>\$70,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Grantees are selected in accordance with state policy, department duties, department powers, and commissioner duties and powers as related to serving as the state's mental health and substance abuse authority responsible for planning for and promoting the availability of a comprehensive array of high quality prevention, early intervention, treatment, and habilitation services and supports that meets the needs of service recipients in a community-based, family-oriented system.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> 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.				<i>CPO USE - GG</i>	
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**GOVERNMENTAL GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES  
AND  
BLOUNT COUNTY GOVERNMENT**

This Governmental Grant Contract ("Governmental Grant Contract"), by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the "State" or the "Grantor State Agency" and Blount County Government, hereinafter referred to as the "Grantee," is for the provision of the Tennessee Certified Recovery Court Program at the Blount County Drug Court, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 15

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the Scope of Services and Deliverables ("Scope") as required, described, and detailed in this Governmental Grant Contract.
- A.2. Service Definitions:
- a. The Tennessee Certified Recovery Court Program (TCRCP), formerly the Tennessee Certified Drug Court Program (TCDCP), established by the Tennessee Drug Treatment Act of 2003 (Tennessee Public Chapter No. 335, codified at Tennessee Code Annotated (TCA) Title 16, Chapter 22), enables the establishment of adult and juvenile drug court programs (now recovery court programs) and requires that drug court treatment services are provided to non-violent offenders under the national standards of Ten (10) Key Components outlined in Section A.2.e.
  - b. Participation by defendants in any of the recovery court programs under the TCRCP is voluntary. Services to be provided by the recovery court programs under the TCRCP include intensive court supervision; mandatory drug testing; substance abuse treatment services; and other social services as an alternative to adjudication or incarceration.
  - c. A certified recovery court is required to provide treatment to eligible TCRCP participants. Any substance abuse treatment services must be provided by appropriately licensed and certified personnel approved by the State. Such treatment may be provided 1) in-house under an appropriate facility license issued to the certified recovery court; 2) by licensed and certified staff providing these services for the certified recovery court; or 3) by licensed and certified community treatment providers providing these services to the TCRCP participants at the direction of the certified recovery court.
  - d. "Recovery Courts", for purposes of this Governmental Grant Contract, are specialized courts or court calendars that incorporate intensive judicial supervision; treatment services; sanctions; and incentives to address the needs of non-violent offenders with addiction and/or co-occurring mental health disorders. A recovery court team, composed of the judge; prosecutor; defense attorney; recovery court coordinator; probation officer; treatment providers; and other program staff, works in concert to ensure that defendants have the support of the justice system and treatment services to address their substance abuse problems and mental health needs.
  - e. Ten (10) Key Components are the basic elements that define a Drug Court. Comprehensive information regarding these components can be found at the website of the National Association of Drug Court Professionals (<http://www.nadcp.org>). The Ten (10) Key Components include:
    - (1) Drug Courts integrate alcohol and other treatment services with justice system case processing;

- (2) Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights;
  - (3) Eligible participants are identified early and promptly placed in the Drug Court program;
  - (4) Drug Courts provide access to a continuum of alcohol, drug, and other related treatment and rehabilitation services;
  - (5) Abstinence is monitored by frequent alcohol and other drug testing;
  - (6) A coordinated strategy governs Drug Court responses to participants' compliance;
  - (7) Ongoing judicial interaction with each Drug Court participant is essential;
  - (8) Monitoring and evaluation measure the achievement of program goals and gauge effectiveness;
  - (9) Continuing interdisciplinary education promotes effective Drug Court planning, implementation, and operations; and
  - (10) Forging partnerships among Drug Courts, public agencies, and community-based organizations generates local support and enhances Drug Court program effectiveness.
- f. "Gatekeeper", for purposes of this Governmental Grant Contract **if** the service(s) being provided under this Governmental Grant Contract are appropriate for inclusion in the state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com), is the person designated by the State to do the following tasks: 1) provide instructions for which services should be included in the state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com); 2) invite the Grantee to create program profile(s) in the designated state services directory at [www.kidcentraltn.com](http://www.kidcentraltn.com); 3) review, approve, and publish the program profile(s) created by the Grantee; and 4) monitor update activity related to the program profile(s) created by the Grantee.

#### A.3. Service Recipients:

The target population is adult male or female non-violent offenders who meet the criteria of a recovery court program under the TCRCP and voluntarily want to participate in a recovery court program under the TCRCP.

#### A.4. Service Goals:

- a. To reduce the use of jail and prison beds and other correctional services by non-violent, chemically dependent offenders by diverting them to rehabilitative programs.
- b. To reduce incidences of drug use and drug addiction among offenders.
- c. To reduce crimes committed as a result of drug use and addiction.
- d. To promote public safety through the reductions listed in Sections A.4.a. through A.4.c.
- e. To increase the personal, familial, and societal accountability of offenders.
- f. To promote effective interaction and the use of resources among local criminal justice agencies and community agencies.

## A.5. Structure:

- a. The Grantee shall maintain a written program description to include: 1) projected number of participants to be served by a recovery court program under the TCRCP; 2) specific goals of the recovery court program under the TCRCP; 3) objectives of the recovery court program under the TCRCP; and 4) identification of the process and the risk and needs assessment tool to be utilized. This written program description must be maintained and be made available upon request of the State.
- b. The Grantee shall be, and ensure that each treatment provider is, structured and organizationally linked to a governing body as prescribed by the State.
- c. The Grantee shall develop, implement, and maintain written organized program policies and procedures; and create and maintain a written Policies and Procedures Manual. The Policies and Procedures Manual shall be available upon request of the State and shall minimally include policies and procedures on the following:
  - (1) The Ten (10) Key Components as identified in Section A.2.;
  - (2) Title VI of the Civil Rights Act of 1964, including posting legal notices of non-discrimination in accordance with this Governmental Grant Contract(see also Section A.5.i);
  - (3) Staffing and personnel requirements, to include full job descriptions, job requirements, credentials, licensure, education, and so on;
  - (4) Drug Free Workplace; and
  - (5) Notifying the State's Office of Consumer Affairs of any complaints lodged against the Grantee. Documentation must include how to lodge a complaint; who to notify in the event of a complaint; and assistance in investigation of a complaint as necessary.
- d. If the Grantee is not a certified recovery court program, the Grantee shall submit the State's Recovery Court Certification Application within six (6) months of the start of this Governmental Grant Contract and shall be approved as a Tennessee Certified Recovery Court Program within twelve (12) months of the start of this Governmental Grant Contract.
- e. The Grantee shall ensure that the Recovery Court Team members attend and participate in the National Drug Court Planning Initiative Training or other training events as prescribed by the State.
- f. The Grantee shall, and ensure that each treatment provider shall, create and maintain a file on each of the TCRCP participants to be served through a recovery court program under the TCRCP as prescribed by the State. For an explanation about who provides treatment services, see Section A.2.c.
- g. The Grantee shall, and ensure that each treatment provider shall, only provide treatment services approved by the State, and that any services to be provided are provided by appropriately licensed and certified personnel.
- h. The Grantee shall, and ensure that each treatment provider shall, meet and agrees to comply with all program requirements, licensure requirements (facility and personnel), and reporting requirements adopted by the State, and in accordance with State and Federal laws, rules, and regulations governing treatment programs funded in whole or in part under this Governmental Grant Contract.

- i. Title VI Compliance. In accordance with Section D.10. of this Governmental Grant Contract; Rules of the Tennessee Human Rights Commission (1500-01-03); Tennessee Code Annotated (TCA) §§ 4-21-203 and 4-21-901; Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq. and its accompanying regulations); and the Civil Rights Restoration Act of 1987, the Grantee shall comply with Title VI (also referred to as Nondiscrimination) and show compliance by all of the following:
- (1) Annually provide the State with the name and contact information of the Grantee's Title VI Coordinator.
  - (2) Ensure that the Grantee's Policies and Procedures Manual contains a section on Title VI that includes information on the following:
    - i. Filing a complaint;
    - ii. Investigations;
    - iii. Report of findings;
    - iv. Hearings and Appeal Process;
    - v. Description of the Title VI Training Program; and
    - vi. A Limited English Proficiency (LEP) procedure.
  - (3) Ensure that all staff (regular, contract, volunteer) are trained on Title VI upon employment and annually thereafter. Documentation on all training must be maintained and made available upon request of the State. Documentation shall include the following: 1) dates and duration of each training event; and 2) list of staff that completed the training on each date.
  - (4) Annually complete and submit to the State a Title VI self-survey. The self-survey shall be supplied to the Grantee by the State along with information on completion, submission, and what to do in the event another department of the State of Tennessee is also requiring the completion and submission of a Title VI self-survey.
- j. Annual Report and Audit - Sanctions and Possible Sanctions for Noncompliance. If the Grantee meets the requirements of Sections D.18. and D.19. of this Governmental Grant Contract, pursuant to and in accordance with the federal requirements of the Office of Management and Budget's (OMB's) Circular A-133, or subsequent publication, in addition to the State requirements described in Sections D.18. and D.19., the State is required to:
- (1) When the Governmental Grant Contract is funded in whole or in part with federal funds: In cases of continued inability or unwillingness to have an audit conducted in accordance with the federal requirements, Federal agencies and pass-through entities shall take appropriate action using sanctions such as:
    - i. Withholding a percentage of Federal awards until the audit is completed satisfactorily;
    - ii. Withholding or disallowing overhead costs;
    - iii. Suspending Federal awards until the audit is conducted; or
    - iv. Terminating the Federal award; and
  - (2) When the Governmental Grant Contract is funded with only State funds: In cases of continued inability or unwillingness to have an audit conducted in accordance with Sections D.18. and D.19., the State shall consider taking appropriate action using sanctions such as:
    - i. Withholding a percentage of payments until the audit is completed satisfactorily;

- ii. Withholding or disallowing administrative costs (Indirect Costs, Line 22 of the Grant Budget, Attachment 1);
  - iii. Suspending Governmental Grant Contracts until the audit is completed; or
  - iv. Terminating the Governmental Grant Contract.
- k. **Monitoring.** In accordance with Section D.16., the State shall conduct program monitoring as follows:
- (1) State monitors shall notify the Grantee of their arrival, prior to site visit inception. The Grantee shall make available all relevant personnel on the appointed day and at the scheduled time chosen by the State, unless otherwise arranged with the State. Deviations from the proposed site visit date must be approved by the State no later than two (2) weeks prior to the site visit date.
  - (2) The Grantee shall comply with any and all requests for information as issued by the State and is required to have all information slated for review, present and ready for review on the appointed day and at the scheduled time of the review. All requested information is to be prepared as specified by the State.
  - (3) Following the monitoring visit or desk review, the Grantee shall receive a Monitoring Report. If the Monitoring Report indicates that the Grantee has incurred reportable findings, the Grantee shall be required to submit a Corrective Action Plan (CAP) for the State's approval. The CAP must include the date issued, the signature of the preparer, and must address each reportable finding listed in the Monitoring Report. The CAP must also include corrective action to be implemented, person responsible for implementing corrective action, and the CAP implementation date.
  - (4) Grantee correspondence concerning the CAP may be submitted to the State in hard copy or electronically, as an attachment, via electronic mail (e-mail), and must include a cover letter on Grantee letterhead, and must conform to the State-approved format, and must be submitted within the timeframe specified by the State. No facsimile CAP information will be accepted.
  - (5) If the CAP is satisfactory, the Grantee shall receive a CAP Approval Letter from the State. If the CAP is unsatisfactory, the Grantee shall receive a CAP Disapproval Letter requesting amendment and resubmission to the State. After the CAP is approved, the State shall conduct a follow-up site visit within sixty (60) days after the approval of the CAP. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Governmental Grant Contract as specifically indicated herein.
- l. **kidcentraltn.com.** If the services being provided under this Governmental Grant Contract are appropriate for inclusion in the state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com), the Grantee shall meet the following additional requirements:
- (1) Program Profile(s) at, and linking to, [www.kidcentraltn.com](http://www.kidcentraltn.com). The Grantee shall, under the guidance of the Gatekeeper, defined in Section A.2., create and maintain agency program profile(s) in the designated state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com). The Grantee may have more than one service which is appropriate for the state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com). The Gatekeeper, defined in Section A.2., will provide instructions for which services should be included in the state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com). Further, the Grantee shall update the agency program profile(s) in the designated state services directory at

www.kidcentraltn.com at least every six (6) months and shall, in the event of any change in information, update the agency program profile(s) within ten (10) business days of any change. The Gatekeeper, defined in Section A.2., shall monitor the agency program profile(s) for update activity. If the Grantee has a website, Grantee's website must link to the www.kidcentraltn.com website from an appropriate section of Grantee's website. If the Grantee would like to link to specific features of the www.kidcentraltn.com website such as the My Profile, Mobile App, Facebook, or State Services Directory features, the State will provide specific copy, links, and images for those features.

- (2) Use of the kidcentral tn logo and brand. If the Grantee develops print or electronic materials, on behalf of the State or using State funds, intended for general distribution to parents, families, children, or professionals working directly with children or families, the Grantee must place the kidcentral tn logo on those materials. Examples of covered materials include brochures, flyers, posters, and promotional postcards or mailers. The State shall provide the kidcentral tn logo. The State may instruct the Grantee to apply the full kidcentral tn brand to certain materials, using designed templates provided by the State. The kidcentral tn logo requirement does not apply to materials that have already been printed or designed, nor does it apply to materials that originate from the federal government, national organizations, or other groups where the Grantee serves as a pass-through of those materials. Further, the kidcentral tn logo and brand should not be applied to individualized correspondence or individualized materials which are intended for a single family or professional and should not be applied to materials where the subject is purely administrative, such as materials about rules, sanctions, regulations, or enforcement.

A.6. Process:

- a. The Grantee shall continue to develop and maintain working relationships with the statewide criminal justice system, community services, mental health services providers, and alcohol and drug treatment services providers.
- b. The Grantee shall identify and assess, using a validated risk and needs assessment tool, each referral for the purpose of determining admission, treatment planning and community support needs.
- c. The Grantee shall coordinate referrals, linkage, and aftercare services and a plan for the TCRCP participants upon completion of a drug court program under the TCRCP.
- d. The Grantee shall input service recipient service contact data, and ensure that each treatment provider shall input appropriate service recipient treatment data, into the State's data system. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Governmental Grant Contract as specifically indicated herein. The service recipient service contact data shall also describe the progress or lack of progress towards the goals of the TCRCP participants and any changes in the treatment and other drug court program plans for each individual TCRCP participant.
- e. The Grantee shall, and ensure that each treatment provider shall, ensure that all staff having access to the State's data system sign the State's Authorized User Agreement. Further, the Grantee shall, and ensure that each treatment provider shall, maintain copies of all signed Agreements and make them available upon request of the State.
- f. The Grantee shall, and ensure that each treatment provider shall, attend and participate in meetings, conference calls, and trainings, including trainings on the use of the State's data system as scheduled and required by the State.

A.7. Outcome – Access:

A recovery court program under the TCRCP shall be accessible to those identified in Section A.3.

A.8. Outcome – Capacity:

A recovery court program under the TCRCP shall serve the number of participants identified in Section A.5.a.

A.9. Outcome – Effectiveness:

- a. The data input into the State's data system will show the effectiveness of recovery court programs under the TCRCP by showing a reduction in recidivism for the persons who are receiving treatment services in a recovery court program under the TCRCP.
- b. The data input into the State's data system will also show the effectiveness of recovery court programs under the TCRCP by showing a reduction in the re-arrest or reconviction rates among persons who are receiving treatment services in a recovery court program under the TCRCP.
- c. Effectiveness will also be shown by recovery court participants having access to quality, evidence-based co-occurring treatment services, recovery services, and community resources that meet their individual needs as indicated in their individual program plan and a risk and needs assessment.
- d. Recovery court participants will exhibit improved familial and societal involvement and accountability.
- e. Recovery court participants will gain educational knowledge and/or employment.
- f. Recovery courts will increase the rate of retention of those individuals participating in a recovery court program under the TCRCP.
- g. Data will also show an increase in the percentage of participants who successfully complete and graduate from a recovery court program under the TCRCP.

**B. TERM OF CONTRACT:**

This Governmental Grant Contract shall be effective on July 1, 2015 (“Effective Date”) and extend for a period of twelve (12) months after the Effective Date, thereby ending on June 30, 2016 (“Term”). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Governmental Grant Contract exceed Seventy Thousand Dollars (\$70,000.00) (“Maximum Liability”). The Governmental Grant Contract Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Governmental Grant Contract. The Governmental Grant Contract 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 Governmental Grant Contract Budget amounts are firm for the duration of the Governmental 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 Governmental Grant Contract Budget, not to exceed the Maximum Liability

established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Governmental 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 Governmental Grant Contract 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:

Tennessee Department of Mental Health and Substance Abuse Services  
 ATTN: Fiscal Services  
 Andrew Jackson Building, 6th Floor  
 500 Deaderick Street  
 Nashville, TN 37243

- a. Each invoice, using the form supplied by the State without making any changes without prior approval of the State's Office of Fiscal Services, 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) Governmental Grant Contract Number (Edison ID Number; assigned by the State);
  - (5) Grantor: Department of Mental Health and Substance Abuse Services, Division of Substance Abuse Services;
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor);
  - (7) Grantee Name;
  - (8) Grantee Tennessee Edison Registration ID Number (also known as Edison Vendor ID Number) Referenced in Preamble of this Governmental Grant Contract and Grantee Federal ID Number (FEIN);
  - (9) Grantee Remittance Address;
  - (10) Grantee Contact for Invoice Questions (name, phone, electronic mail, and fax); and
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Governmental Grant Contract 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 Governmental Grant Contract Budget line-item to date;
    - iii. The total amount reimbursed under the Governmental Grant Contract to date; and
    - 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 Governmental Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Governmental Grant Contract and shall be subject to the Governmental Grant Contract Budget and any other provision of this Governmental Grant Contract relating to allowable reimbursements;

- (2) An invoice under this Governmental Grant Contract shall not include any reimbursement request for future expenditures; and
  - (3) An invoice under this Governmental 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 Governmental Grant Contract shall adhere to the Governmental Grant Contract Budget. The Grantee may vary from a Governmental Grant Contract Budget line-item amount by up to fifteen percent (15%) 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 Governmental Grant Contract amount detailed by the Governmental Grant Contract Budget. Any increase in the Governmental Grant Contract Budget, grand total amounts shall require an amendment of this Governmental Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit quarterly grant disbursement reports within thirty (30) days following September 30, December 31, March 31, and a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Governmental Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Governmental Grant Contract exceed the amounts permitted by the Section C., payment terms and conditions of this Governmental Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the 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 by this Governmental Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Governmental Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Governmental Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term 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 costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Governmental Grant Contract 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 Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, 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 Governmental 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 Term.
- 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 related matter. 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. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Governmental Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Governmental Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Governmental Grant Contract until the State has received the following documentation properly completed:
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
  - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Governmental Grant Contract or the Grantee's Tennessee Edison Registration Number (also known as Edison Vendor ID Number).

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Governmental Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Governmental Grant Contract, the 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. This Governmental Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Governmental Grant Contract and, depending upon the specifics of the Governmental Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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 Governmental Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Governmental Grant 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 that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Governmental Grant Contract, or if the Grantee violates any terms of this Governmental Grant Contract, the State shall have the right to immediately terminate this Governmental Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Governmental Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Governmental Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Governmental Grant Contract or enter into a subcontract for any of the services performed under this Governmental 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 Governmental Grant 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 remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Governmental Grant Contract 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 Governmental 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 of Lobbying Activities," 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 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Governmental 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Ellen L. Abbott, Director, Office of Criminal Justice Services  
 Division of Substance Abuse Services  
 Tennessee Department of Mental Health and Substance Abuse Services  
 Andrew Jackson Building, 5th Floor  
 500 Deaderick Street  
 Nashville, TN 37243  
 Email Address: ellen.l.abbott@tn.gov  
 Telephone: (615) 253-7837  
 Fax: (615) 532-2419

The Grantee:

Ed Mitchell, Mayor  
 c/o Amy E. Galyon  
 Blount County Government  
 Blount County Drug Court  
 341 Court Street  
 Maryville, TN 37804  
 Email Address: emitchell@blounttn.org , agalyon@blounttn.org  
 Telephone: (865) 273-5581  
 Fax: None

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Governmental Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Governmental Grant Contract upon written notice to the Grantee. The State's right to terminate this Governmental Grant Contract due to lack of funds is not a breach of this Governmental Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Governmental 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.
- D.10. 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 Governmental 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 nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Governmental Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Governmental Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Governmental Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Governmental Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or

if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Governmental 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. The Grantee shall also 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 eleven inches (11") in height and seventeen inches (17") 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.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Governmental Grant Contract shall include the statement, "This project is funded by the Tennessee Department of Mental Health and Substance Abuse Services." All notices by the Grantee in relation to this Governmental Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor 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.15. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Governmental Grant 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 Governmental Grant Contract, shall be maintained in accordance with Tennessee Code Annotated §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Audit Requirements, and Cost Principles.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Governmental Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at faudit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Governmental Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Governmental Grant Contract.
- D.19. Audit Report. When the Grantee has received Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, 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. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Governmental Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

The State may reimburse the Grantee for a reasonably proportionate share of the costs of audit required by and performed in accordance with the "Single Audit Act Amendments of 1996" as provided in 2 C.F.R. § 200.425.

Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Governmental Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Governmental Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the

Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318 through 200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Governmental 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 Governmental Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Governmental Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Governmental Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Governmental 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.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Governmental Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Governmental Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Governmental Grant Contract arising from a Force Majeure Event is not a default under this Governmental Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting the Grantee's representatives, suppliers, subcontractors, customers or business apart from this Governmental Grant Contract is not a Force Majeure Event under this Governmental Grant Contract. The Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in the Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to the Grantee: (a) cease payment of the fees until the Grantee resumes performance of the affected obligations; or (b) immediately terminate this Governmental Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. The Grantee will not increase its charges under this Governmental Grant Contract or charge the State any fees other than those provided for in this Governmental Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Governmental Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Governmental Grant Contract.

- D.27. No Acquisition of Equipment or Motor Vehicles. This Governmental Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Governmental Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Governmental Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Governmental 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 Governmental 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 Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Governmental 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 agreed to by the parties. This Governmental Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Governmental Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Governmental Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Governmental 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 Governmental Grant Contract, the special terms and conditions shall be subordinate to the Governmental Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Governmental Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Governmental Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Governmental Grant Contract.

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Governmental Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Governmental Grant Contract.
- E.6. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act", 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.7. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Governmental Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Governmental Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.8. Rule 2 Compliance. The State and the Grantee shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq.*
- a. The Grantee warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Governmental Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Governmental Grant Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Grantee in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Governmental Grant Contract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.9. Professional Practice. The Grantee shall assure that there is a code of conduct in place and applicable to all employees that covers, at minimum, business practices, clinical practices, and service recipient/staff interaction/fraternization. Further, Grantee's personnel shall conduct their practice in conformity with all applicable statutes, rules and regulations, and recognized ethical standards of their profession. Procedures for reporting violations of the ethical standards shall be developed and communicated to staff upon hire and annually thereafter, which shall include a non-reprisal approach for persons reporting suspected violations, as well as a description of possible sanctions for violating the standards. Failure to implement a code of conduct in accordance with this section and to adequately address suspected violations of the code of conduct may be cause for termination of this Governmental Grant Contract.

E.10. Additional Subcontracting Requirements. If subcontracts are approved by the State, they shall contain, in addition to those sections identified in D.5., sections on "Licensure", "Environmental Tobacco Smoke", "Confidentiality of Records", "HIPAA Compliance", and "Rule 2 Compliance" (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.

**FOR THE PROVISION OF THE TENNESSEE CERTIFIED RECOVERY COURT PROGRAM AT THE BLOUNT COUNTY DRUG COURT:**

**IN WITNESS WHEREOF,**

**BLOUNT COUNTY GOVERNMENT:**

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**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:**

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**E. DOUGLAS VARNEY, COMMISSIONER**

**DATE**





## KNOX COUNTY REGIONAL FORENSIC CENTER

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Office of the Chief Medical Examiner  
2761 Sullins Street, Knoxville, TN 37919

June 8, 2015

The Honorable Ed Mitchell  
Blount County Government  
341 Court Street  
Maryville, TN 37804

Dear Mayor Mitchell,

We appreciate and value our relationship and thank you for allowing us to provide Autopsy and Autopsy Related Services for your county. I am sending this letter to let you know that on August 1, 2015 we will be increasing our charges by 5% for Autopsies and Autopsy Related Services. This is the first increase in charges in 4 years.

I would like to let you know about some of the exciting things that have been going on at the Regional Forensic Center over the past few months.

1. On December 16, 2014, we opened our new state of the art and N.A.M.E. accredited facility which doubled our space to 18,000 sq. ft. and increased our capacity to conduct autopsies. The facility was made possible by funding from the State of Tennessee and Knox County government.
2. We have added 13 new staff which includes one new Forensic Pathologist and we are about to hire another Forensic Pathologist.
3. We have worked to guarantee the state law was not changed in order to assure County Mayors have the right to appoint a physician as the Medical Examiner for their county and maintain control over Death Investigation in their counties.
4. Our Forensic Anthropologist has worked multiple cases within the region to positively identify decedents who were not known upon arrival at the facility. In addition, he has worked with local law enforcement and the National Missing and Unidentified Persons System (NamUs) to identify decedents in cold cases.
5. We have hosted multiple training sessions for Death Scene Investigation for Medical Examiners and Death Investigators in the counties we serve.
6. We have worked with Emergency Preparedness groups and participated in several exercises to include a large, full-scale event to assure our integration and preparedness for emergency response events for the region.



**KNOX COUNTY REGIONAL FORENSIC CENTER**

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Office of the Chief Medical Examiner  
2761 Sullins Street, Knoxville, TN 37919

Dr. Mileusnic, the Chief Medical Examiner, and our staff take seriously our charge to provide an accurate, timely death investigation, autopsy services, and provide closure for the family. Our Forensic Pathologists are board certified and have vast experience working with law enforcement and prosecutors to present effective cases when action is warranted.

Attached you will find a contract and a fee schedule for services. We would enjoy an opportunity to review these with you either in person or over the phone based on your desire. Please contact Denise Edsell, my administrative assistant, at 865-215-8028. Or, if you prefer, please sign and return the contract.

We look forward to continuing our partnership.

Sincerely,

John M. Lott, M.S., R.N.  
Senior Director  
Regional Forensic Center

Darinka Mileusnic-Polchan, MD, PhD  
Chief Medical Examiner  
Regional Forensic Center

Attachments: RFC-Blount County Forensic Center Contract  
Regional Forensic Center Fee Schedule

cf: Mr. Randy Vineyard, Finance Director  
Robert Potter, M.D., County Medical Examiner

**REGIONAL FORENSIC CENTER  
AND  
BLOUNT COUNTY  
AGREEMENT FOR MEDICAL EXAMINER SERVICES**

**THIS AGREEMENT** (the "Agreement") dated the 1<sup>st</sup> day of August, 2015, is by and between Blount County, Tennessee ("County") and Knox County Regional Forensic Center in Knox County, Tennessee ("RFC"). County is joining in the execution of this Agreement for the limited purpose of consenting to the transactions contemplated herein.

**WHEREAS**, County expressed its wishes to retain the Regional Forensic Center to provide Medical Examiner Autopsy and Autopsy Related Services; and

**WHEREAS**, these services shall consist of post mortem examinations, related services, and related reports; and

**WHEREAS**, Knox County Regional Forensic Center, through its Medical Examiner, is willing to provide said post mortem examinations and related services for the County.

**NOW THEREFORE**, in consideration of the premises, the parties agree as follows:

1. **SCOPE OF SERVICES.** Knox County Regional Forensic Center, through its Medical Examiner, will perform post mortem examinations with autopsy and issue related reports on each case referred by County and related services as requested by the County.
  - a. County shall:
    - i. Notify RFC, verbally and in writing, of anticipated changes in current on scene medical investigator and or county medical examiner or coroner personnel.
    - ii. Notify county medical investigators, county coroner(s), and county medical examiner that all cases reported to the medical examiner's office may be discussed with RFC staff while county officials are present at the death scene, or as soon as practical when communication is limited by geography, to ensure quality, uniform death investigation and protect evidence against contamination and loss. RFC will make qualified recommendations for case disposition to be considered at the discretion of County Medical Examiner.
    - iii. Ensure that county medical investigators, county coroners, and county medical examiners meet the qualifications as set out in Tenn. Code Ann. § 38-7-104 and RFC standard operating procedures.
    - iv. Maintain the capacity to conduct death investigations 365 days a year, 7 days a week, 24 hours a day in accordance with the requirements of Tenn. Code

Ann. § 38-7-101-38-7-119 and RFC standard operating procedures.

- v. Ensure death investigations are conducted in accordance with Tennessee statutes, rules, guidelines, policy, and procedures by review of reports produced by RFC.
- vi. Provide/maintain body transportation services that have capacity to respond to death scenes in a timely manner and transport the body directly from the scene to the RFC when an autopsy is ordered.
- vii. Replenish disposable items for the field medical investigators such as evidence bags, body bags, identification tags with chain of custody documentation, and personal protective equipment.
- viii. Ensure that the on-scene medical investigators have access to a computer and a digital camera to facilitate transfer of case reports and scene/decedent photographs to the RFC.
- ix. Ensure that the on-scene medical investigators have the capacity to call the RFC while at the scene and/or establish alternative communication if remote region prohibits cell or land line use (*i.e.* dispatch).
- x. Ensure that on-scene medical investigators respond to scenes in a timely manner (generally within 30 minutes of notification of death).

b. RFC shall:

- i. Provide consulting services to county medical examiner, medical investigators, and county coroner(s) 365 days per year, 7 days per week, 24 hours per day, in order to determine medical examiner jurisdiction and recommend case disposition based on the guidelines of death investigation set forth by the National Institute of Justice and the RFC.
- ii. Maintain National Association of Medical Examiners ("NAME") Accreditation.
- iii. Conduct death investigations in accordance with Tennessee statutes, rules, guidelines, policies, and procedures.
- iv. Dispatch a forensic pathologist, forensic anthropologist, or medical investigator employed by R F C to select death scenes (homicides, infant/child deaths, and unusual circumstances) upon request.
- v. In conjunction with the Tennessee Office of Chief Medical Examiner, provide initial and continuing forensic training for county medical investigators, county coroner(s), and county medical examiners.
- vi. Provide reports to County Mayor's Office documenting use of service, quality of

death investigation, and areas of improvement when necessary to meet standards of death investigations in accordance with Tennessee statutes, rules, guidelines, policy, and procedures in order to establish transparency and prevent malfeasance.

2. **FEES.** County will present a properly executed Order for Autopsy and pay a fee per case in the amount listed in Schedule A. This agreement may remain in place with changes in Schedule A after a 90 day notice of fee change has been sent to County.
3. **ADDITIONAL SERVICES.** Any additional postmortem toxicology, expert criminal testimony, molecular laboratory testing, including but not limited to genetic, DNA and X-Rays shall be the financial responsibility of County. If performed by Knox County Regional Forensic Center, an additional fee for these services will be incurred. County will be given an opportunity to approve all additional services and fees prior to RFC providing the additional services. See Schedule A for list of additional RFC fees.
5. **RESPONSIBILITY FOR ADDITIONAL FEES.** County shall be responsible for all charges regarding the transportation of said body.
6. **INVOICE.** Knox County shall invoice County for its charges after the completion of each autopsy.
7. **PAYMENT PERIOD.** The charges shall be paid by County within thirty (30) days of receipt of said invoice.
8. **TERMINATION.** Either party may terminate this Agreement upon a ninety (90) day written notice to the other party.
9. **TERM.** This agreement shall remain valid and in effect after signing by both parties. Amendments to services can be made as needed and will be in effect after signing by both parties. Fee schedule amendments will be made as needed and will be in effect 90 days after notification.
10. **LIABILITY.** Knox County Regional Forensic Center and its Medical Examiner shall have no liability for services rendered beyond those specifically enumerated herein.
11. **GOVERNING LAW; FORUM; SERVICE OF PROCESS; VENUE.** This Agreement shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
12. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns and, except as otherwise set forth herein, shall inure to the benefit of only the parties hereto.

13. **COUNTERPARTS; FACSIMILE SIGNATURE; ELECTRONIC STORAGE.** This Agreement may be executed in multiple counterparts with the same effect as if the signatories executing the several counterparts had executed a single document and all such executed counterparts shall together constitute one and the same instrument. Signatures submitted by facsimile or other electronic means shall be accepted as originals in the absence of a valid reason to doubt their authenticity. The original of this document, including any and all signature page(s), may be scanned and stored in a computer database or other electronic format and the original(s) destroyed, and any printout or other output readable by human sight, the reproduction of which accurately reproduces the original of this document, may be used for any purpose as if it were the original, including proof of the content of the original writing.
14. **NOTICES.** Any notice required or permitted to be given hereunder may be given by personal delivery or by registered or certified mail, and if given by mail, shall be deemed sufficiently given when deposited in the United States Mail, proper postage prepaid, registered or certified, return receipt requested, and addressed as follows:

<u>RFC</u>	<u>COUNTY</u>
<p>John M. Lott, MS, RN  Senior Director  Knox County Regional Forensic Center  2761 Sullins Street  Knoxville, TN 37919</p> <p>Email: <a href="mailto:john.lott@knoxcounty.org">john.lott@knoxcounty.org</a></p> <p>Phone: 865-215-8028  Fax: 8675-215-8020</p>	<p>The Honorable  Ed Mitchell  Mayor of Blount County  341 Court Street  Maryville, TN 37804</p>

15. **MISCELLANEOUS.** This document constitutes the entire agreement on the subject matter between the parties. No modification of this Agreement shall be binding unless in writing and signed by the party against which it is sought to be enforced. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by themselves or their duly-authorized representative as of the day and year first set out above.

**KNOX COUNTY, TENNESSEE**

By: \_\_\_\_\_

Tim Burchett  
Mayor of Knox County

Date: \_\_\_\_\_

Knox County Contract No.: 15-137  
**Approved as to legal form:**

By: Edith Willcox

Date: June 2, 2015

**BLOUNT COUNTY, TENNESSEE**

By: \_\_\_\_\_

Ed Mitchell  
Mayor of Blount County

Date: \_\_\_\_\_

Blount County Contract No.: \_\_\_\_\_  
**Approved as to legal form:**

By:

Date:



**SCHEDULE A: REGIONAL FORENSIC CENTER  
FEE SCHEDULE FOR ADDITIONAL SERVICES**

This fee schedule is effective August 1, 2015 for the Regional Forensic Center in Knox County, Tennessee.

<b>SCHEDULE A: RFC FEE SCHEDULE FOR SERVICES</b>		
	<b>Service</b>	<b>FEE</b>
<b>1</b>	<b>Autopsy</b>	\$1,575.00
	Includes: Autopsy, External Exam, Final Autopsy Report, Microbiology and Toxicology Reports. Special tests and expert testimony in a criminal trial are additional costs.	
	Bio-Seal Services	\$175.00
<b>2</b>	<b>External Examination</b>	\$790.00
	Includes: External Exam Report	
	Bio-Seal Services	\$175.00
<b>3</b>	<b>Additional Testing</b>	
	Professional Fees Minimum Charge per Hour	\$790.00
	Lab Test Costs will be added at Cost plus 17% for handling and processing (fee determined at time of service)	TBD AT TIME OF SERVICE
	Transportation and Shipping Cost at Cost (fee determined at time of service)	TBD AT TIME OF SERVICE
<b>4</b>	<b>Expert Testimony</b>	
	<b><i>Retainer Fee - Medical Examiner, Pathologist, Anthropologist</i></b>	\$1,500.00
	<b><i>Deposition Fee - Medical Examiner, Pathologist, Anthropologist</i></b>	
	Two hours of preparation and review of case materials (Two Hour Min)	\$1,500.00
	Third hour and each hour thereafter	\$525.00
	<b><i>Case/Trial Testimony - Medical Examiner, Pathologist, Anthropologist</i></b>	
	Two hours of Preparation and review of case materials	\$1,500.00
	Third hour of Preparation/Review and each hour thereafter	\$525.00
	Testimony as an expert/consultant per hour	\$600.00
	Travel (portal to portal) cost per hour	\$315.00
	Per Diem (per current year GSA rates for the area)	TBD AT TIME OF SERVICE
	Hotel/Travel Accommodations provided by client	TBD AT TIME OF SERVICE
	<b><i>Deposition Fee - RFC Staff (Investigators, Autopsy Technicians, Forensic Clerks, etc)</i></b>	
	Two hours of preparation and review of case materials (Two Hour Min)	\$650.00
	Third hour and each hour thereafter	\$210.00



**SCHEDULE A: REGIONAL FORENSIC CENTER  
FEE SCHEDULE FOR ADDITIONAL SERVICES**

<b>SCHEDULE A: RFC FEE SCHEDULE FOR SERVICES</b>		
	<b>Service</b>	<b>FEE</b>
	<b><i>Case/Trial Testimony - RFC Staff (Investigators, Autopsy Technicians, Forensic Clerks, etc)</i></b>	
	Two hours of Preparation and review of case materials (Two Hour Min)	\$650.00
	Third hour and each hour thereafter	\$210.00
	Testimony as an expert/consultant per hour	\$300.00
	Travel (portal to portal) cost per hour	\$80.00
	Per Diem (per current year GSA rates for the area)	TBD AT TIME OF SERVICE
	Hotel/Travel Accommodations provided by client	TBD AT TIME OF SERVICE
<b>5</b>	<b>Cole Neuroscience Cases</b>	
	<b><i>Technical Charges</i></b>	
	Brain Removal; Organ Preparation; Tissue Preparation	\$1,575.00
	Slide/stain preparation (cost of test not included)	\$525.00
	Lab Test Costs will be added at Cost plus 17% for handling and processing (fee determined at time of service)	TBD AT TIME OF SERVICE
	Transportation and Shipping Cost at Cost (fee determined at time of service)	TBD AT TIME OF SERVICE
	<b><i>Professional Fees Minimum Charge</i></b>	\$2,100.00
	Includes two hours Reading Slides and Preparing Diagnostic Report	
	Additional Professional Fee per Hour	\$790.00
	Transportation and Shipping Cost at Cost to RFC	TBD AT TIME OF SERVICE
	<b><i>Brain Removal Only</i></b>	\$800.00
	Includes: Organ Preparation Only. Shipping charges are not included.	
<b>6</b>	<b>Pathology Services for Non-Medical Examiner Cases</b>	\$5,250.00
	(For requests from Private Citizens to perform autopsy services for cases that fall outside of the Medical Examiner jurisdiction or for an additional review requested by the family or proper authority.)	
	Includes: Autopsy, External Exam, Final Autopsy Report, Microbiology and Toxicology Reports. Special tests and expert testimony in a criminal trial are additional costs.	
	<b>Partial Autopsy</b>	\$3,250.00
	<b>External Examination</b>	\$1,800.00
	<b>Bio-Seal Services</b>	\$250.00



**SCHEDULE A: REGIONAL FORENSIC CENTER  
FEE SCHEDULE FOR ADDITIONAL SERVICES**

<b>SCHEDULE A: RFC FEE SCHEDULE FOR SERVICES</b>		
	<b>Service</b>	<b>FEE</b>
	<b>Additional Testing</b>	
	Professional Fees Minimum Charge per Hour	\$1,050.00
	Lab Test Costs will be added at Cost plus 17% for handling and processing (fee determined at time of service)	TBD AT TIME OF SERVICE
	Transportation and Shipping Cost at Cost (fee determined at time of service)	TBD AT TIME OF SERVICE
<b>7</b>	<b>On-Scene Services</b>	
	Personnel (Medical Examiner, Forensic Anthropologist, Medical Investigator, etc)	Hourly Charge will be (Salary plus benefits plus 17%) for each person
	Mileage (GSA approved rate for Knox County)	TBD AT TIME OF SERVICE
<b>8</b>	<b>Anthropology</b>	
	Examination of Skeletal Remains, Single bone	\$225.00
	Examination of Skeletal Remains, Complete	\$2,200.00
	Examination of Skeletal Remains, Partial	\$1,200.00
	Exhumation, per day	\$1,800.00
	Exhumation Autopsy, unnatural death	\$3,500.00
	Trauma Evaluation in Skeletal Remains, per case	\$1,000.00
	Evaluation of Blood Spatter Patterns, from photo	\$150.00
	Evaluation of Blood Spatter Patterns, on scene analysis per hour	\$175.00
	Dental Charting & Full Mouth X-ray	\$350.00
	Dental Comparison for Identification	\$500.00
	Bite-mark Examination & Comparison	\$700.00
<b>9</b>	<b>Facility Use Fee (for approved programs)</b>	
	Facility Use Fee (conference room) per 4 hours	\$500.00
	Facility Use Fee (conference room) if over 4 hours	\$1,000.00
	Facility Cleaning Fee	\$100.00
	Facility Use Deposit Fee	\$250.00
<b>10</b>	<b>Morgue Use Fee</b>	
	If a body is left in the morgue by a county, hospital or other institution over 10 days after receiving a call that the body is ready for pickup, there is a per day fee. The fee will be assessed beginning at midnight following the 10th day of the pickup call. The fee is assessed for the entire day beginning at midnight. There is no pro-rating of the fee. After 30 days, the fee is \$50 per day.	\$25 / day after 10 days \$50 / day after 30 days



**SCHEDULE A: REGIONAL FORENSIC CENTER  
FEE SCHEDULE FOR ADDITIONAL SERVICES**

<b>SCHEDULE A: RFC FEE SCHEDULE FOR SERVICES</b>		
	<b>Service</b>	<b>FEE</b>
<b>11</b>	<b>Reports/Certificates/Copies of Records</b>	
	Autopsy Report	\$20.00
	Toxicology Report	\$20.00
	Death Certificate	Service Not Available
	Cremation Certificate	\$25.00
	Medical Records	Per TCA
	Cost of Mailing the Reports is Responsibility of Requester	TBD AT TIME OF SERVICE
<b>Knox County Regional Forensic Center does not transport decedents. It is the responsibility of the requesting organization.</b>		
<b>All hourly rates are billed to the nearest quarter of an hour.</b>		
<b>Late payments, worthless checks, rejected payments:</b>		
	Accounts past due 30-59 days	\$25.00
	Accounts past due 60-89 days	\$35.00
	Accounts past due 90 or more days	\$45.00
Accounts past due 60 days will not be able to receive approvals on requests for cremations.		
Worthless checks and rejected payments will be handled in accordance with Knox County Finance Policy.		

# WILLIAM R. BREWER, JR.

JUDGE GENERAL SESSIONS COURT  
BLOUNT COUNTY TENNESSEE  
DIVISION III  
BLOUNT COUNTY JUSTICE CENTER  
934 EAST LAMAR ALEXANDER PARKWAY  
MARYVILLE, TENNESSEE 37804  
(865) 273-5570

June 22, 2015

Ed Mitchell  
County Mayor  
341 Court Street  
Maryville, TN 37804-5906

Re: Blount County Emergency Communications District Budget  
Fiscal year 2015/16

Dear Ed:

I writing to you in my capacity as chairman of the Blount County Emergency Communications District, the 911 Board.

TCA 7-86-120 requires each emergency communications district to adopt and operate under an annual budget.

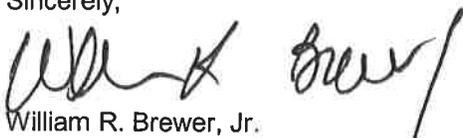
Subsection (a) of TCA 7-86-120 sets out the information to be contained the budget.

Subsection (b) of TCA 7-86-120 provides "Prior to adoption by the district, a copy of the proposed budget shall be filed with the clerk or recorder of the appropriate county or municipality, who shall then distribute copies to members of the appropriate legislative body and to members of municipal legislative bodies participating in the district, at least thirty (30) days before the next scheduled meeting of the legislative body. A copy of the proposed budget shall also be filed with the chief administrative officer of the appropriate county or municipality at the same time the budget is filed with the clerk or recorder..."

In order to comply with the provisions of TCA 7-86-120, enclosed please find a copy of the Blount County Emergency Communications District's proposed budget for fiscal year 2015/16.

If you or any member of your legislative body has any questions, please contact me immediately.

Sincerely,



William R. Brewer, Jr.

WRBjr:spm  
Enclosure  
cc: Jeff Caylor

# Emergency Communications District Blount County

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## Proposed Operating Budget

2015/2016

<u>Operating Revenues</u>	<u>Current</u>	<u>2015/2016</u>
3004-Base Funding Amount (State Board)	\$1,405,298	\$1,395,630
<b>Total Operating Revenues</b>	<b>\$1,405,298</b>	<b>\$1,395,630</b>
 <u>Operating Expenses</u>		
<u>4000-Salaries and Wages</u>		
4001-Director	\$67,683	\$69,035
4002-Administrative Personnel	\$106,393	\$59,883
4003-Dispatchers	\$652,918	\$680,185
4005-Data Processing Personnel	\$42,994	\$43,846
4008-Overtime	\$10,000	\$10,000
4009-Shift Supervisors	\$120,773	\$155,976
<b>Total Salaries and Wages</b>	<b>\$1,000,761</b>	<b>\$1,018,925</b>
 <u>4100-Employee Benefits</u>		
4101-Social Security	\$62,047	\$63,173
4102-Medicare	\$14,511	\$14,774
4103-Life Insurance	\$2,652	\$2,450
4104-Medical Insurance	\$260,935	\$206,000
4105-Dental Insurance	\$17,000	\$16,000
4106-Disability	\$9,995	\$9,995
4107-Unemployment	\$1,200	\$1,200
4108-Retirement	\$115,488	\$114,730
4110-Retiree Medical Premiums	\$6,124	\$10,304
4111-OPEB	\$14,000	\$5,000
<b>Total Employee Benefits</b>	<b>\$503,952</b>	<b>\$443,626</b>

**4200-Contracted Services**

4201-Mapping/Addressing	\$400	\$2,000
4203-Auditing Services	\$8,600	\$8,800
4202-Accounting Services	\$4,800	\$4,800
4212-Fees Paid to Service Providers	\$68,688	\$68,688
4216-Janitorial Services	\$10,835	\$12,000
4217-Legal Services	\$500	\$5,000
4218-Maintenance Agreements	\$31,000	\$31,000
4220-NCIC/TBI/TIES	\$2,224	\$2,224
4225-Pest Control	\$800	\$800

**Maintenance/Repairs**

4232-Radio Maintenance	\$35,400	\$36,000
4233-Building/Facilities Maintenance	\$6,000	\$15,000
4235-Vehicle	\$500	\$700
4236-Vehicle Fuel	\$2,000	\$2,000
4237-Language Line	\$350	\$400
4299-Lawn Maintenance	\$5,100	\$5,100

**Total Contracted Services** **\$185,697** **\$194,512**

**4300- Supplies and Materials**

4301-Operating Supplies	\$26,000	\$28,000
4304-Postage/Printing	\$500	\$800
4307-Utilities/Electric	\$41,000	\$43,000
4308-Utilities/Gas	\$2,500	\$3,200
4309-Utilities/Water	\$2,000	\$2,000
4310-General Telephone	\$18,000	\$16,000
4311-Cell Phones	\$4,200	\$2,700
4399-Water Service	\$1,000	\$1,300

**Total Supplies and Materials** **\$95,200** **\$97,000**

**4400 Other Charges**

4405-Dues/Memberships	\$3,000	\$3,000
4406-Employee Testing/Exams	\$350	\$700
4407-Workman's Comp	\$3,500	\$3,500
4408-Liability	\$14,000	\$16,000
4409-Property Insurance	\$8,500	\$9,500
4414-Premiums on Surety Bonds	\$1,500	\$1,500
4417-Service Awards	\$750	\$750
4418-Training Expense	\$4,500	\$6,500
4419-Travel Expense	\$5,000	\$8,500
4419-A Travel Mileage	\$300	\$250
4420-Internet	\$18,350	\$18,350
<b>Total Other Charges</b>	<b>\$59,750</b>	<b>\$68,550</b>
<b>Depreciation</b>	<b>\$222,932</b>	<b>\$202,579</b>
<b>Amortization</b>	<b>\$595</b>	<b>\$595</b>
<b><u>Non-Operating Revenues</u></b>		
Interest Income	\$10,000	\$6,000
Contribution Blount County	\$302,133	\$324,793
Contribution City of Maryville	\$151,066	\$162,396
Contribution City of Alcoa	\$151,066	\$162,396
Contribution City of Townsend	\$6,104	\$6,562
TECB Grants	\$82,848	\$0
Miscellaneous Income	\$6,000	\$6,000
Rent (Ambulance Service)	\$0	\$27,000
Interest Expense	(\$63,755)	(\$63,755)
<b>Total Non-Operating Revenues</b>	<b>\$645,462</b>	<b>\$631,392</b>
<b>Total Revenues</b>	<b>\$2,050,760</b>	<b>\$2,027,022</b>
	<b>\$2,068,887</b>	<b>\$2,025,787</b>

**RESOLUTION NO. 15-07-003**

**SPONSORED BY COMMISSIONERS MIKE CAYLOR AND RICK CARVER**

**RESOLUTION OF THE BLOUNT COUNTY LEGISLATIVE BODY ESTABLISHING  
AN EMERGENCY MEDICAL SERVICES BOARD FOR BLOUNT COUNTY, TN**

*WHEREAS*, on May 21<sup>st</sup> 2015 the Blount County Legislative Body did approve an agreement with Rural/Metro of Tennessee for emergency medical services in Blount County; and

*WHEREAS*, section 411 of the agreement requires Rural/Metro of Tennessee to participate in meetings with the Blount County Emergency Medical Board; and

*WHEREAS*, section 406.c.9 allows Rural/Metro of Tennessee to appeal exception determinations to the Blount County Emergency Medical Services Board; and

*WHEREAS*, currently there is no Blount County Emergency Medical Services Board.

*NOW THEREFORE, BE IT RESOLVED* by the Blount County Legislative Body in session assembled on the 16<sup>th</sup> day of July, 2015, as follows:

1. The Blount County Emergency Medical Services Board shall be formed for the purposes of reviewing emergency medical services provided by Rural/Metro of Tennessee and to hear and rule on appeals from Rural/Metro of Tennessee concerning exceptions for response times in Blount County.
2. The Board shall consist of the following members:
  - A. One representative from the City of Maryville Fire Department
  - B. One representative from the City of Maryville Police Department
  - C. One representative from the City of Alcoa Fire Department
  - D. One representative from the City of Alcoa Police Department
  - E. One representative from the Blount County Sheriff's Office
  - F. One representative from the Blount County Fire Protection District
  - G. One representative from Blount Memorial Hospital
  - H. The Blount County Emergency Medical Coordinator
  - I. Director of Blount County Emergency Management
  - J. A member of the Blount County Legislative Body as selected by the Blount County Legislative Body
  - K. One yearly rotating representative from the Friendsville Volunteer Fire Department or the Greenback Volunteer Fire Department or the Seymour Volunteer Fire Department or the Townsend Area Volunteer Fire Department. Terms shall last one year and be based on Blount County Government's fiscal

calendar. Rotations will be done alphabetically starting with the Friendsville Volunteer Fire Department.

3. The Blount County Emergency Medical Services Board shall be chaired by the Blount County EMS Coordinator.
4. The Blount County Emergency Medical Services Board shall meet quarterly or as needed.

Duly authorized and approved this 16<sup>th</sup> day of July, 2015.

CERTIFICATION OF ACTION

ATTEST

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

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

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION No. 15-07-004**

**Sponsored by Commissioner Ron French and Shawn Carter**

**A Resolution to approve amendments to the Subdivision Regulations relating to rules, regulations and specifications for private easements.**

**BE IT RESOLVED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 16<sup>th</sup> day of July, 2015:

**WHEREAS**, the Legislature of the State of Tennessee in TCA 13-3-411(3)(A) requires that rules, regulations, and specifications governing permanent easements shall not take effect until such rules, regulations, and specifications are approved by the county legislative body in a resolution by a two-thirds (2/3) vote, and

**WHEREAS**, the Blount County Planning Commission has approved amendment to the Subdivision Regulations of Blount County that set new rules, regulations and specifications regarding minimum building setbacks from private road and common driveway easements, and

**WHEREAS**, it the Board of Commissioners of Blount County, Tennessee finds the amended rules, regulations and specifications acceptable,

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE, **do hereby approve the following underlined amendments to Section 6.04.1(b) of the Subdivision Regulations of Blount County as approved by the Blount County Planning Commission:**

6.04.1(b) The minimum depths of building setback lines for lots platted for all purposes shall be as follows:

1) Subject to the additional requirements for corner lots in Subsection 4 below, the setback distance from each adjoining public or private road or common driveway easement to the building setback line shall be as follows:

For public road right-of-ways (ROW) as classified in the Major Road Plan

Principal Arterial	60 feet
Major Arterial	40 feet
Other public roads	30 feet

**For private roads and common driveways**



# Think Quality - Think Future

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## Blount County Planning Department

327 Court Street  
Maryville, TN 37804-5906  
Tel (865) 273-5750 - FAX (865) 273-5759  
e-mail - [planning@blounttn.org](mailto:planning@blounttn.org)  
on-line - [www.blounttn.org/planning/](http://www.blounttn.org/planning/)

### MEMO

**TO:** Members of the Blount County Commission

**FROM:** John Lamb

**DATE:** June 30, 2015

**SUBJECT:** Consideration of action to approve Planning Commission amendment to the Subdivision Regulations Section 6.04.1(b) clarifying setback requirements for private roads and common driveway easements

The Blount County Planning Commission approved an amendment to the Subdivision Regulations that included setting standards for private easements, being private roads and common driveways. Private roads function the same as public roads, but are maintained by property owners using the road. The minimum building setback from private roads is the same as public roads – 30 feet. Common driveway easements function to serve very low intensity of development, generally no more than four lots maximum served exclusively off the easement, although more lots may be served, generally up to seven, in consideration of safety and efficiency of access. The previous amendment established a setback of 20 feet from the common driveway easement. The County Commission rejected the 20 foot setback as too excessive for low intensity of development served essentially by a driveway. The Planning Commission adopted a revised amendment May 28, 2015, setting the minimum building setback at 10 feet for common driveways. In accordance with state statute requirement that the County Commission approve any subdivision regulations that affect private easements, the following is presented for County Commission consideration and possible action (applicable section highlighted).

That Section 6.04.1(b) be amended to read as follows:

6.04.1(b) The minimum depths of building setback lines for lots platted for all purposes shall be as follows:

1) Subject to the additional requirements for corner lots in Subsection 4 below, the setback distance from each adjoining public or private road or common driveway easement to the building setback line shall be as follows:

For public road right-of-ways (ROW) as classified in the Major Road Plan

Principal Arterial	60 feet
Major Arterial	40 feet
Other public roads	30 feet

For private roads and common driveways

From private road easement or ROW line	30 feet
From common driveway easement line	10 feet

The Planning Commission may approve a lesser distance where a wall, high fence, or other substantial separation is included in the platted improvements to the subdivision adjoining an arterial or collector street, provided that no infringement is made upon sight lines at intersections established by Subsection 4 below.