

AGENDA
BOARD OF COMMISSIONERS AGENDA COMMITTEE MEETING
TUESDAY, APRIL 12, 2016, 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. March 8, 2016 meeting.
- E. ITEMS FOR CONSENT CALENDAR:**
 - 1. Minutes:
 - a. March 17, 2016 regular meeting.
 - 2. Approval of Deputy Sheriff and Notary Public bonds and oaths.
 - 3. Election of Notaries.
 - 4. Election results of March 1, 2016.
- F. UNFINISHED BUSINESS:**
- G. NEW BUSINESS:**
 - 1. Budget Transfers.
 - 2. Budget Increases, Decreases, and/or Adjustments.
 - 3. Other Budget Items.
 - 4. Placement of item to fill the vacancy of the Highway Superintendent, pursuant to T.C.A. § 5-5-111, on the April 21, 2016 County Commission agenda. (Jerome Moon)
 - 5. Appointments to Board of Equalization – David Caldwell, Bob Ivens, Eddie Johnson, Bruce Recktenwald, and David Weaver. (Jerome Moon)
 - 6. Appointment to Audit Committee (Commission Appointment). (Jerome Moon)
 - 7. Appointment to Information Technology Committee – Margaret Flynn. (County Mayor)
 - 8. A resolution authorizing submission of an application for a Litter and Trash Collecting Grant FY 2016-17 from the Tennessee Department of Transportation and authorizing the acceptance of said Grant. (*Resolution No. 16-04-002*) (Mike Lewis)
 - 9. A resolution to restructure the Blount County Human Resources/Insurance Committee. (*Resolution No. 16-04-003*) (Tom Stinnett)
 - 10. A resolution giving approval for an increase in the Blount County Animal Center fees for reclaiming animals. (*Resolution No. 16-04-004*) (Rick Carver)
- 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, March 8, 2016 at 6:30 pm at the courthouse in Maryville, Tennessee.

Roll call was taken by Rhonda Pitts, Deputy County Clerk:

Mike Akard - absent	Mike Caylor - present	Mike Lewis - present
Andy Allen - present	Thomas Cole - absent	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 - absent	Tom Stinnett - present

There were 18 present and 3 absent. Chairman Samples declared a quorum to exist. The following proceedings were held to-wit:

IN RE: MOMENT OF SILENCE.

Chairman Samples asked for a moment of silence in remembrance of the late County Clerk Roy Crawford, Jr.

IN RE: SETTING OF AGENDA.

Commissioner Moon made a request to remove item G.3.b., Resolution No. 16-03-011 (Resolution of the Blount County Legislative Body establishing an agreement that extends beyond the end of the current fiscal year for fleet leasing services for Blount County, TN), from the Agenda. Chairman Samples asked if there were any objections to removing the item from the agenda. There were no objections. Commissioner Lewis made a motion to set the agenda. 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 - absent	Samples - yes
Archer - yes	Cole - absent	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

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

IN RE: MINUTES OF FEBRUARY 9, 2016 MEETING.

Commissioner Carter made a motion to approve the minutes. Commissioner Bowers seconded the motion.

A vote was taken on the motion:

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

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

IN RE: CONSENT CALENDAR:

**MINUTES OF FEBRUARY 18, 2016 CALLED MEETING, and
MINUTES OF FEBRUARY 18, 2016 REGULAR MEETING and
MINUTES OF MARCH 8, 2016 CALLED MEETING and
APPROVAL OF DEPUTY SHERIFF AND NOTARY PUBLIC BONDS AND OATHS and
ELECTION OF NOTARIES and
RESOLUTION RECOGNIZING LAURA HUTCHENS FOR HER OUTSTANDING
CONTRIBUTIONS TO BLOUNT COUNTY.**

Commissioner Carver made a motion to send the items to the consent calendar of the March Commission meeting. Commissioner Crowe seconded the motion.

A vote was taken on the motion:

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

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

IN RE: RESOLUTION TO AMEND GENERAL FUND BUDGET - \$65,000.00.

Commissioner Moon made a motion to send the item to the agenda of the March 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 - absent	Samples - yes
Archer - yes	Cole - absent	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

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

IN RE: RESOLUTION TO AMEND GENERAL FUND BUDGET - \$1,550.00.

Commissioner Farmer made a motion to send the items to the agenda of the March 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 - absent	Samples - yes
Archer - yes	Cole - absent	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

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

IN RE: RESOLUTION TO AMEND GENERAL FUND BUDGET - \$149,863.00.

Commissioner Lewis made a motion to send the items to the agenda of the March 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 - absent	Samples - yes
Archer - yes	Cole - absent	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - no	

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

IN RE: RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET - \$50,000.00.

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

A vote was taken on the motion:

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

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

IN RE: RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET - \$10,640.00.

Commissioner French made a motion to send the items to the agenda of the March 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 - absent	Samples - yes
Archer - yes	Cole - absent	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - no	

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

IN RE: RESOLUTION TO AMEND HIGHWAY FUND BUDGET - \$67,880.86.

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

A vote was taken on the motion:

Akard - absent	Bowers - yes	Caskey - yes	Crowe - yes
Allen - yes	Carter - yes	Caylor - yes	Daly - yes
Archer - yes	Carver - yes	Cole - absent	Farmer - yes

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

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

IN RE: RESOLUTION TO ADOPT GASB PRONOUNCEMENTS.

Commissioner Carver made a motion to send the item to the agenda of the March 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 - absent	Samples - yes
Archer - yes	Cole - absent	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

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

IN RE: RESOLUTION AUTHORIZING AN EXTENSION OF LEASE AGREEMENT BETWEEN BLOUNT COUNTY, TENNESSEE AND ROCKY BRANCH COMMUNITY CLUB, INC.

Commissioner Caskey made a motion to send the item to the agenda of the March 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 - absent	Samples - yes
Archer - yes	Cole - absent	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

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

IN RE: APPOINTMENT TO BUDGET COMMITTEE – MIKE CAYLOR.

Commissioner Moon made a motion to send the appointment to Item D. under the Elections and Appointments on the agenda of the March 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 - abstain	Headrick - absent	Samples - yes
Archer - yes	Cole - absent	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - no	
Carver - yes	Farmer - yes	Monroe - yes	

There were 16 voting yes, 1 voting no, 1 abstaining, and 3 absent. Chairman Samples declared the motion to have passed.

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, March 17, 2016 at 7:00 pm at the courthouse in Maryville, Tennessee.

Roll call was taken by Rhonda Pitts, Deputy County Clerk:

Mike Akard - present	Mike Caylor - absent	Mike Lewis - present
Andy Allen - present	Thomas Cole - absent	Kenneth Melton - present
Archie Archer - present	Dodd Crowe - absent	Karen Miller - present
Brad Bowers - present	Jamie Daly - present	Tona Monroe - absent
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 17 present and 4 absent. Chairman Moon declared a quorum to exist. The following proceedings were held to-wit:

IN RE: SETTING OF AGENDA.

Commissioner Lewis made a motion to set the agenda as published. Commissioner French seconded the motion.

A vote was taken on the motion:

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

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

IN RE: CONSENT CALENDAR:

**MINUTES OF FEBRUARY 18, 2016 CALLED MEETING
MINUTES OF FEBRUARY 18, 2016 REGULAR MEETING
MINUTES OF MARCH 8, 2016 CALLED MEETING
APPROVAL OF DEPUTY SHERIFF AND NOTARY PUBLIC BONDS AND OATHS
ELECTION OF NOTARIES
RESOLUTION RECOGNIZING LAURA HUTCHENS FOR HER OUTSTANDING
CONTRIBUTIONS TO BLOUNT COUNTY.**

Commissioner Caskey made a motion to approve the consent calendar. Commissioner Carter seconded the motion.

A vote was taken on the motion:

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

There were 16 voting yes, 1 voting no, 0 abstaining, and 4 absent. Chairman Moon declared the consent calendar to be approved.

IN RE: APPOINTMENT OF MIKE CAYLOR TO BUDGET COMMITTEE.

Commissioner Samples made a motion to confirm the appointment of The Honorable Mike Caylor to the Budget Committee. Commissioner Carver 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 - absent

Cole - absent	French - yes	Miller - no	Stinnett - yes
Crowe - absent	Headrick - yes	Monroe - absent	
Daly - yes	Lewis - yes	Moon - yes	
Farmer - yes	Melton - yes	Samples - yes	

There were 16 voting yes, 1 voting no, 0 abstaining, and 4 absent. Chairman Moon declared the appointment to be approved.

**IN RE: RESOLUTION TO AMEND THE GENERAL FUND BUDGET - \$65,000.00 and
RESOLUTION TO AMEND THE GENERAL FUND BUDGET - \$1,550.00 and
RESOLUTION TO AMEND THE GENERAL FUND BUDGET - \$149,863.00 and
RESOLUTION TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET - \$50,000.00
and
RESOLUTION TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET - \$10,640.00
and
RESOLUTION TO AMEND THE HIGHWAY FUND BUDGET - \$67,880.86 and
RESOLUTION TO ADOPT GASB PRONOUNCEMENTS and
RESOLUTION AUTHORIZING AN EXTENSION OF LEASE AGREEMENT BETWEEN
BLOUNT COUNTY, TENNESSEE AND ROCKY BRANCH COMMUNITY CLUB, INC.**

Commissioner French made a motion to adopt the resolutions (Resolution Numbers: 16-03-004, 16-03-005, 16-03-006, 16-03-007, 16-03-008, 16-03-009, 16-03-010, and 16-03-003.) Commissioner Allen seconded the motion.

A vote was taken on the motion:

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

There were 16 voting yes, 0 voting no, 1 abstaining, and 4 absent. Chairman Moon declared the resolutions to be adopted.

IN RE: ADJOURNMENT.

Chairman Moon declared the meeting to be adjourned.

BLOUNT COUNTY ELECTION COMMISSION

BLOUNT COUNTY COURTHOUSE
383 COURT STREET
MARYVILLE, TN 37804-5906
(865) 273-5920
FAX (865) 273-5927

H. LARRY GARNER, Chairman
BEN RAUHUFF, Secretary
SUSAN HUGHES, Administrator of Elections



ROBERT CARROLL, Member
SALLY G. SAYLES, Member
RICK SHEPARD, Member

March 17, 2016

Ms. Margaret Flynn
Interim Blount County Clerk
300 Court Street
Maryville, TN 37804

Dear Ms. Flynn:

Please find enclosed the results from the March 1, 2016 Presidential Preference Primary, Blount County General, and Rockford City election.

Please sign and return the enclosed receipt of election results. If you need any further information, please let me know.

Sincerely,



Susan Hughes
Administrator of Elections

enclosures



Download this FREE app from your smartphone or computer to access information about your polling places, candidates, districts, and elected officials.

CERTIFICATION OF ELECTION RESULTS

WE, THE UNDERSIGNED MEMBERS OF THE **BLOUNT COUNTY ELECTION COMMISSION**, DO HEREBY CERTIFY THAT WE HELD A **DEMOCRATIC PRESIDENTIAL PREFERENCE PRIMARY ELECTION ON TUESDAY, MARCH 1, 2016**, IN ALL OF THE VOTING PRECINCTS IN OUR COUNTY, ACCORDING TO LAW, FOR THE PURPOSE OF NOMINATING A PRESIDENTIAL CANDIDATE SHOWN HEREINAFTER, AND THAT WE HAVE CANVASSED THE RETURNS OF SAID ELECTION AS REQUIRED BY LAW, AND WE DO HEREBY CERTIFY THAT THE FOLLOWING **2 PAGES** OF TABULATION ARE A TRUE, CORRECT, AND COMPLETE ACCOUNTING OF THE RESULTS BY PRECINCT AND COUNTY OF SAID ELECTION AS ESTABLISHED BY THE CANVASSING OF THE RETURNS, THIS **16th DAY OF MARCH, 2016**.

MUST HAVE AT LEAST THREE (3) COMMISSIONERS SIGN:


Chairman, County Election Commission

Secretary, County Election Commission


Member, County Election Commission


Member, County Election Commission

Member, County Election Commission

State of Tennessee - BLOUNT County

March 1, 2016

Democratic Primary

Presidential Preference

1. Hillary Clinton
2. Martin J. O'Malley
3. Bernie Sanders
4. Uncommitted

Precincts:	1	2	3	4
Alcoa	126	0	103	1
Beech Grove	106	1	104	1
Big Springs	31	0	23	0
Board of Education	140	0	105	1
Carpenters	77	0	68	0
Chilhowee View	77	0	46	0
Eagleton MS Cafeteria	68	0	83	1
Eagleton MS Gym	81	1	51	1
Everett	66	1	95	1
Fairview	83	0	53	2
Friendsville	48	0	30	0
Happy Valley	9	0	3	0
Heritage	70	0	39	2
John Sevier	95	1	127	1
Lanier	39	1	48	0
Louisville	83	1	56	0
Martin Luther King	174	0	36	1
Maryville College	71	0	92	1
Maryville HS	141	0	132	2
Maryville Jr High	131	3	112	2
Maryville Municipal	76	1	109	0
Mentor	37	1	34	0
Middlesettlements	22	0	20	0
Miser Station	69	0	53	2
Montvale	167	1	137	2
Oak Street	68	0	52	2
Oakview	57	2	56	1
Pellissippi Campus	30	1	29	1
Porter	51	0	56	1
Rockford	102	2	84	1
Shooks Gap	50	0	55	0
Townsend	87	2	62	0
Walland	37	0	23	1
William Blount HS	42	1	67	0
Wm Blount Academy	126	4	123	3
Totals:	2,737	24	2,366	31

State of Tennessee - BLOUNT County

March 1, 2016

Democratic Primary

Presidential Preference

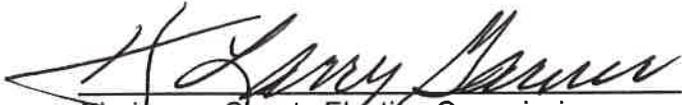
1	Hillary Clinton	2,737
2	Martin J. O'Malley	24
3	Bernie Sanders	2,366
4	Uncommitted	31
Total Votes		5,158

14-Mar-16

CERTIFICATION OF ELECTION RESULTS

WE, THE UNDERSIGNED MEMBERS OF THE BLOUNT COUNTY ELECTION COMMISSION, DO HEREBY CERTIFY THAT WE HELD THE **ROCKFORD CITY ELECTION** ON **TUESDAY, MARCH 1, 2016**, IN ALL OF THE VOTING PRECINCTS IN SAID CITY, ACCORDING TO LAW, FOR THE PURPOSE OF ELECTING THE OFFICE OF **CITY COMMISSIONER** AND THAT WE HAVE CANVASSED THE RETURNS OF SAID ELECTION AS REQUIRED BY LAW, AND WE DO HEREBY CERTIFY THAT THE FOLLOWING 2 PAGES OF TABULATION ARE A TRUE, CORRECT, AND COMPLETE ACCOUNTING OF THE RESULTS OF SAID ELECTION AS ESTABLISHED BY THE CANVASSING OF THE RETURNS, THIS **16th** DAY OF **MARCH, 2016**.

MUST HAVE AT LEAST THREE (3) COMMISSIONERS SIGN:


Chairman, County Election Commission

Secretary, County Election Commission


Member, County Election Commission


Member, County Election Commission

Member, County Election Commission

State of Tennessee - BLOUNT County

March 1, 2016

Municipal - City of Rockford

City Commissioner

1. Carl Koella III

Precincts:	1
Rockford	143
Totals:	143

State of Tennessee - BLOUNT County
March 1, 2016
Municipal - City of Rockford
City Commissioner

1 Carl Koella III

143

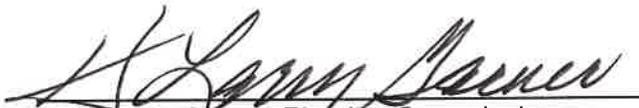
Total Votes

143

CERTIFICATION OF ELECTION RESULTS

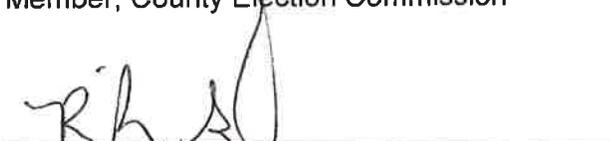
WE, THE UNDERSIGNED MEMBERS OF THE BLOUNT COUNTY ELECTION COMMISSION, DO HEREBY CERTIFY THAT WE HELD A **REPUBLICAN PRESIDENTIAL PREFERENCE PRIMARY ELECTION ON TUESDAY, MARCH 1, 2016**, IN ALL OF THE VOTING PRECINCTS IN OUR COUNTY, ACCORDING TO LAW, FOR THE PURPOSE OF NOMINATING A PRESIDENTIAL CANDIDATE AND NOMINATING DELEGATES SHOWN HEREINAFTER, AND THAT WE HAVE CANVASSED THE RETURNS OF SAID ELECTION AS REQUIRED BY LAW, AND WE DO HEREBY CERTIFY THAT THE FOLLOWING **30** PAGES OF TABULATION ARE A TRUE, CORRECT, AND COMPLETE ACCOUNTING OF THE RESULTS BY PRECINCT AND COUNTY OF SAID ELECTION AS ESTABLISHED BY THE CANVASSING OF THE RETURNS, THIS **16th** DAY OF **MARCH, 2016**.

MUST HAVE AT LEAST THREE (3) COMMISSIONERS SIGN:


Chairman, County Election Commission

Secretary, County Election Commission


Member, County Election Commission


Member, County Election Commission

Member, County Election Commission

State of Tennessee - BLOUNT County
March 1, 2016
Republican Primary
Presidential Preference

1	Jeb Bush	284
2	Ben Carson	1,730
3	Chris Christie	26
4	Ted Cruz	4,722
5	Carly Fiorina	22
6	Jim Gilmore	12
7	Lindsey O. Graham	4
8	Mike Huckabee	61
9	John R. Kasich	1,170
10	George Pataki	8
11	Rand Paul	48
12	Marco Rubio	5,068
13	Rick Santorum	18
14	Donald J. Trump	8,012
15	Uncommitted	38
	Total Votes	21,223

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Presidential Preference

1. Jeb Bush
2. Ben Carson
3. Chris Christie
4. Ted Cruz
5. Carly Fiorina
6. Jim Gilmore
7. Lindsey O. Graham
8. Mike Huckabee
9. John R. Kasich
10. George Pataki

Precincts:	1	2	3	4	5	6	7	8	9	10
Alcoa	13	67	2	197	1	0	0	3	65	0
Beech Grove	5	42	1	138	0	1	0	1	27	0
Big Springs	4	29	0	107	1	0	0	1	15	1
Board of Education	26	65	0	164	0	1	0	1	67	0
Carpenters	2	74	1	182	0	2	0	0	35	0
Chilhowee View	9	49	1	141	0	0	0	2	20	0
Eagleton MS Cafeteria	8	28	0	93	1	0	0	3	11	0
Eagleton MS Gym	5	61	0	180	0	0	0	2	32	0
Everett	12	43	0	80	0	0	1	2	13	0
Fairview	12	58	0	161	2	0	1	1	30	0
Friendsville	5	33	0	108	1	0	0	1	29	0
Happy Valley	2	4	0	10	0	0	0	0	2	0
Heritage	7	64	0	150	0	1	0	0	34	1
John Sevier	23	57	1	161	2	0	0	2	36	0
Lanier	5	43	0	140	0	0	0	1	17	2
Louisville	7	50	0	117	0	1	0	2	38	0
Martin Luther King	3	13	0	34	2	0	0	0	5	0
Maryville College	6	39	2	57	1	0	0	1	45	0
Maryville HS	18	68	1	157	1	2	0	2	109	0
Maryville Jr High	14	77	3	156	2	0	1	1	102	2
Maryville Municipal	7	36	0	123	0	0	0	2	29	0
Mentor	1	21	1	40	1	0	0	1	9	0
Middlesettlements	0	25	0	44	0	0	0	2	13	0
Miser Station	4	33	0	105	0	0	0	2	38	0
Montvale	16	86	3	369	1	3	0	10	53	0
Oak Street	7	46	2	138	1	0	0	2	39	0
Oakview	11	90	0	186	2	0	0	2	31	0
Pellissippi Campus	4	24	1	91	0	0	0	0	7	0
Porter	10	53	0	146	0	0	0	1	26	0
Rockford	2	46	0	119	0	1	0	1	20	0
Shooks Gap	7	65	1	170	1	0	0	3	36	0
Townsend	11	44	0	111	1	0	1	3	30	0
Walland	2	26	0	69	0	0	0	3	15	1
William Blount HS	5	44	2	105	0	0	0	0	19	0
Wm Blount Academy	11	127	4	373	1	0	0	3	73	1
Totals:	284	1,730	26	4,722	22	12	4	61	1,170	8

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Presidential Preference

- 11. Rand Paul
- 12. Marco Rubio
- 13. Rick Santorum
- 14. Donald J. Trump
- 15. Uncommitted

Precincts:	11	12	13	14	15
Alcoa	4	299	0	252	2
Beech Grove	5	117	2	201	0
Big Springs	5	71	0	140	0
Board of Education	2	267	0	309	2
Carpenters	0	111	0	293	0
Chilhowee View	2	110	2	254	0
Eagleton MS Cafeteria	3	88	0	190	1
Eagleton MS Gym	0	176	2	240	1
Everett	0	51	0	141	3
Fairview	5	183	0	270	2
Friendsville	0	115	0	223	0
Happy Valley	0	6	0	19	0
Heritage	1	169	1	272	0
John Sevier	1	249	0	234	3
Lanier	0	115	1	278	2
Louisville	1	190	2	263	0
Martin Luther King	0	18	0	72	1
Maryville College	1	121	1	97	2
Maryville HS	1	334	1	257	0
Maryville Jr High	2	281	0	240	3
Maryville Municipal	1	111	0	174	1
Mentor	1	39	0	74	0
Middlesettlements	0	41	0	80	0
Miser Station	0	138	0	187	0
Montvale	2	320	1	543	2
Oak Street	3	149	0	217	1
Oakview	0	148	2	311	3
Pellissippi Campus	1	54	0	136	0
Porter	1	170	0	290	3
Rockford	1	107	1	224	0
Shooks Gap	0	137	0	254	1
Townsend	3	136	0	259	0
Walland	0	65	1	159	1
William Blount HS	1	109	1	218	3
Wm Blount Academy	1	273	0	641	1
Totals:	48	5,068	18	8,012	38

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

1. M.S. "Susie" Alcorn - Bush
2. Tom Bottoff - Bush
3. Randy Boyd - Bush
4. Josh Brown - Bush
5. Nathan Buttrey - Bush
6. Bill Frist - Bush
7. Christi Gibbs - Bush
8. John M Gillespie - Bush
9. Brenda Lewis Graham - Bush
10. David L. Howard - Bush

Precincts:	1	2	3	4	5	6	7	8	9	10
Alcoa	27	29	33	25	27	49	29	30	28	26
Beech Grove	8	9	11	11	13	28	10	13	9	11
Big Springs	13	13	13	11	8	17	9	8	8	9
Board of Education	37	37	31	36	30	66	26	32	31	21
Carpenters	16	15	15	9	8	24	9	12	8	8
Chilhowee View	20	17	13	17	15	24	13	11	10	12
Eagleton MS Cafeteria	9	6	8	7	5	22	12	9	8	11
Eagleton MS Gym	11	12	20	12	14	26	10	11	7	6
Everett	15	12	16	13	15	26	13	18	16	14
Fairview	22	19	22	18	14	31	17	19	17	17
Friendsville	11	9	12	11	10	22	11	9	9	12
Happy Valley	3	3	2	4	3	2	3	1	1	2
Heritage	16	13	22	12	12	24	15	12	8	12
John Sevier	15	28	32	24	25	45	26	30	32	23
Lanier	12	12	11	13	15	26	10	9	13	12
Louisville	20	18	25	18	14	42	17	13	23	11
Martin Luther King	5	4	5	1	2	5	0	3	2	3
Maryville College	15	13	20	14	10	28	6	9	8	8
Maryville HS	43	37	44	40	37	62	37	36	31	20
Maryville Jr High	35	34	40	28	22	58	29	17	22	18
Maryville Municipal	17	15	15	13	8	24	15	13	13	9
Mentor	4	4	3	1	2	8	2	1	4	3
Middlesettlements	5	2	2	0	0	5	0	3	2	1
Miser Station	17	16	24	16	14	31	15	12	15	11
Montvale	34	25	42	24	27	73	28	24	27	23
Oak Street	21	17	24	17	15	34	18	19	15	20
Oakview	20	18	30	26	23	33	16	18	20	14
Pellissippi Campus	3	5	4	4	3	11	3	7	3	4
Porter	20	17	24	18	18	35	18	16	19	12
Rockford	11	8	13	5	7	21	5	10	11	7
Shooks Gap	16	19	21	17	14	26	14	16	16	17
Townsend	14	14	24	14	9	20	9	10	8	9
Waland	4	3	9	4	4	8	5	9	4	4
William Blount HS	15	15	16	13	12	33	10	9	11	9
Wm Blount Academy	42	36	45	33	32	74	40	31	35	27
Totals:	596	554	691	529	487	1,063	500	500	494	425

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

11. Julia C. Hurley - Bush
12. Beverly Wheeler Johnson - Bush
13. Larry Wayne Kidwell - Bush
14. Stephen Buford Smith - Bush
15. Chris Walker - Bush
16. Mark White - Bush
17. R. Shane Clifford - Carson
18. Dinah DeFord - Carson
19. Macel Ely II - Carson
20. Don Ogle Floyd - Carson

Precincts:	11	12	13	14	15	16	17	18	19	20
Alcoa	23	20	19	17	11	9	64	58	56	62
Beech Grove	10	15	13	9	7	9	41	30	35	36
Big Springs	3	6	7	6	1	4	34	26	26	27
Board of Education	28	20	22	20	22	16	63	54	51	61
Carpenters	8	9	5	10	6	7	62	52	62	57
Chilhowee View	7	11	5	8	5	10	41	36	36	37
Eagleton MS Cafeteria	3	11	3	3	5	2	31	26	22	26
Eagleton MS Gym	10	5	5	4	6	3	56	48	52	54
Everett	13	16	12	9	7	3	43	34	33	36
Fairview	15	15	14	10	8	8	58	52	52	51
Friendsville	6	8	7	5	3	2	35	33	30	31
Happy Valley	2	1	1	1	1	0	5	4	3	4
Heritage	9	15	7	6	11	6	52	39	44	45
John Sevier	21	28	25	14	19	13	64	56	50	57
Lanier	7	10	7	6	9	4	42	39	35	34
Louisville	15	13	12	10	7	9	56	44	42	49
Martin Luther King	0	2	3	2	2	1	15	11	8	11
Maryville College	7	7	5	5	6	6	32	34	29	30
Maryville HS	23	21	19	20	9	18	66	51	49	57
Maryville Jr High	21	24	14	11	14	22	69	60	56	66
Maryville Municipal	14	12	6	8	6	7	38	33	29	31
Mentor	2	4	3	1	2	1	19	17	15	19
Middlesettlements	3	4	2	2	5	2	25	24	28	29
Miser Station	9	10	6	5	7	9	38	31	27	29
Montvale	20	23	23	18	15	16	80	77	69	78
Oak Street	17	16	18	17	11	11	51	44	43	45
Oakview	12	10	17	8	10	6	89	78	74	83
Pellissippi Campus	4	2	5	2	3	4	22	20	23	25
Porter	17	14	11	10	10	7	44	40	39	48
Rockford	10	9	6	7	7	4	45	36	37	40
Shooks Gap	10	14	13	14	10	10	68	60	61	62
Townsend	8	8	11	8	8	7	41	39	33	35
Walland	5	4	3	2	1	1	18	19	17	20
William Blount HS	9	15	7	6	2	4	40	37	35	39
Wm Blount Academy	26	29	25	16	27	13	116	99	101	120
Totals:	397	431	361	300	283	254	1,663	1,441	1,402	1,534

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

21. Kimberly Fredrickson - Carson
22. Cecile Gideon - Carson
23. David C. Hooven - Carson
24. Sherrie Rae Hopper - Carson
25. Ruth Ann Manning - Carson
26. Bailey Brooke Mays - Carson
27. Ben J. McCormick - Carson
28. Brenda Mayfield Mercer - Carson
29. Lance Persson - Carson
30. Julie Reynolds - Carson

Precincts:	21	22	23	24	25	26	27	28	29	30
Alcoa	55	52	51	49	53	48	55	53	41	45
Beech Grove	33	31	33	30	31	31	35	34	30	41
Big Springs	24	24	29	21	20	19	29	20	21	19
Board of Education	53	58	57	54	57	57	53	55	49	54
Carpenters	60	56	53	56	52	50	56	49	49	50
Chilhowee View	42	34	36	32	42	34	40	42	31	35
Eagleton MS Cafeteria	24	26	24	22	23	24	26	18	22	18
Eagleton MS Gym	53	47	49	46	41	39	48	39	35	40
Everett	34	30	33	32	27	30	36	28	29	26
Fairview	52	47	45	46	47	45	52	48	37	43
Friendsville	30	30	27	29	26	27	28	26	24	24
Happy Valley	5	5	5	4	6	4	3	3	4	4
Heritage	42	40	44	39	39	39	38	40	33	45
John Sevier	55	53	41	47	57	49	51	44	42	56
Lanier	36	28	31	30	32	38	34	31	26	30
Louisville	51	46	52	47	49	41	51	50	40	47
Martin Luther King	9	8	8	11	8	7	8	7	6	6
Maryville College	32	32	29	29	30	31	37	30	26	30
Maryville HS	62	54	51	44	49	41	52	49	42	60
Maryville Jr High	62	60	65	52	63	50	52	51	44	61
Maryville Municipal	34	32	34	32	34	35	37	35	28	30
Mentor	16	15	19	13	13	16	19	14	16	18
Middlesettlements	26	25	22	22	27	22	23	19	17	22
Miser Station	33	31	31	24	29	25	31	26	26	30
Montvale	80	72	74	70	78	71	78	65	58	76
Oak Street	45	38	38	39	40	36	40	43	32	43
Oakview	80	73	70	72	69	71	69	70	64	69
Pellissippi Campus	21	21	20	20	18	16	21	17	18	10
Porter	41	37	37	41	40	40	37	37	36	43
Rockford	36	35	37	36	38	40	37	37	37	34
Shooks Gap	61	57	60	50	47	54	51	51	45	40
Townsend	37	39	38	32	33	32	38	33	34	33
Walland	18	15	15	14	14	14	17	12	13	14
William Blount HS	33	39	36	34	39	32	34	34	30	34
Wm Blount Academy	106	99	98	97	97	91	96	96	79	96
Totals:	1,481	1,389	1,392	1,316	1,368	1,299	1,412	1,306	1,164	1,326

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

31. John C. Simonsen - Carson
32. Dalton A. Temple - Carson
33. Stuart I. Anderson - Cruz
34. Jean M Barwick - Cruz
35. Sheila Butt - Cruz
36. Joe Carr - Cruz
37. Deborah Deaver - Cruz
38. Lee Douglas - Cruz
39. Karen Entz - Cruz
40. Rebecca Galfano - Cruz

Precincts:	31	32	33	34	35	36	37	38	39	40
Alcoa	21	21	136	139	133	147	133	125	116	111
Beech Grove	15	15	108	107	103	112	96	96	92	88
Big Springs	12	13	81	74	71	90	75	70	58	59
Board of Education	18	28	128	115	108	136	106	120	99	92
Carpenters	19	22	125	123	109	125	111	105	95	98
Chilhowee View	15	12	92	88	81	103	84	87	74	71
Eagleton MS Cafeteria	5	5	64	58	56	66	58	59	56	54
Eagleton MS Gym	25	21	129	126	121	135	128	126	112	108
Everett	13	11	58	57	58	63	59	52	56	50
Fairview	17	17	119	110	110	116	109	109	102	97
Friendsville	11	14	75	76	70	78	66	70	65	58
Happy Valley	1	1	11	10	10	10	10	10	10	9
Heritage	13	16	105	100	92	110	90	95	82	78
John Sevier	17	22	123	124	117	135	123	107	101	97
Lanier	14	15	105	104	99	105	96	92	86	83
Louisville	19	17	86	84	79	90	78	80	72	74
Martin Luther King	3	4	28	26	25	30	26	24	20	21
Maryville College	13	8	42	38	35	40	33	35	31	24
Maryville HS	26	17	117	111	105	127	100	103	97	94
Maryville Jr High	16	18	124	118	111	121	112	110	99	95
Maryville Municipal	11	11	87	77	81	92	83	75	72	71
Mentor	8	6	30	25	23	27	22	22	21	19
Middlesettlements	7	7	36	34	31	36	37	38	33	33
Miser Station	11	10	87	83	83	89	79	79	73	67
Montvale	31	28	263	251	235	263	244	235	216	206
Oak Street	13	18	99	92	84	103	89	89	78	72
Oakview	22	26	139	136	131	137	134	129	118	115
Pellissippi Campus	9	10	66	64	56	71	66	62	52	50
Porter	14	10	103	110	103	104	100	95	85	79
Rockford	20	14	83	77	78	88	78	77	71	58
Shooks Gap	21	26	117	111	107	128	103	111	94	88
Townsend	24	19	82	86	76	82	77	75	69	64
Walland	5	5	43	46	37	49	42	41	38	37
William Blount HS	13	11	86	77	77	87	74	65	63	57
Wm Blount Academy	29	32	270	262	241	275	241	232	215	203
Totals:	531	530	3,447	3,319	3,136	3,570	3,162	3,100	2,821	2,680

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

41. Steve Gill - Cruz
42. Lucas Hutchinson - Cruz
43. Hope Lamberson-Foulds - Cruz
44. Aaron Margulies - Cruz
45. Judd Matheny - Cruz
46. Karen Moore - Cruz
47. Aaron R. Snodderly - Cruz
48. Tommy Vallejos - Cruz
49. Riley Walters - Cruz
50. Sandi Wells - Cruz

Precincts:	41	42	43	44	45	46	47	48	49	50
Alcoa	118	118	105	105	109	96	48	34	49	54
Beech Grove	95	88	82	78	82	79	38	29	38	35
Big Springs	70	62	56	60	51	44	33	25	35	25
Board of Education	110	98	93	93	86	77	55	46	54	40
Carpenters	99	99	94	89	78	73	40	39	48	49
Chillhowee View	74	77	75	65	74	65	37	26	33	24
Eagleton MS Cafeteria	59	58	46	45	55	38	29	20	21	21
Eagleton MS Gym	123	119	103	97	98	92	54	40	45	44
Everett	51	48	44	40	48	47	17	15	25	22
Fairview	102	90	89	86	82	83	48	31	33	31
Friendsville	71	63	58	57	64	57	25	21	21	22
Happy Valley	9	9	8	8	9	6	3	3	4	3
Heritage	82	79	65	73	72	66	41	40	40	33
John Sevier	102	101	99	93	90	79	38	36	46	35
Lanier	90	91	82	78	74	68	36	21	35	34
Louisville	88	76	65	69	64	55	32	27	36	33
Martin Luther King	21	19	15	19	20	14	8	8	11	10
Maryville College	35	32	23	31	29	26	16	15	19	15
Maryville HS	102	88	83	78	74	75	41	41	42	39
Maryville Jr High	99	89	91	81	83	72	38	27	42	48
Maryville Municipal	69	71	70	63	64	57	23	23	23	23
Mentor	18	19	19	20	20	15	8	8	6	7
Middlesettlements	42	35	31	25	29	26	21	18	20	19
Miser Station	71	72	65	61	60	56	30	23	22	23
Montvale	220	208	194	186	180	153	80	68	79	74
Oak Street	84	85	69	70	75	67	39	29	24	29
Oakview	119	116	103	90	90	86	41	37	49	47
Pellissippi Campus	53	47	42	41	37	40	28	13	29	29
Porter	82	80	74	63	73	63	32	26	34	30
Rockford	65	58	56	58	56	57	29	25	26	32
Shooks Gap	101	94	91	88	90	73	41	32	43	33
Townsend	78	69	65	70	68	56	36	25	26	23
Walland	41	41	35	35	35	32	21	13	18	13
William Blount HS	65	66	53	58	59	52	23	18	24	24
Wm Blount Academy	221	212	185	179	183	167	104	76	101	87
Totals:	2,929	2,777	2,528	2,452	2,461	2,212	1,233	978	1,201	1,110

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

51. Mary J Littleton - Fiorina
52. Dawn White - Fiorina
53. Rob Ailey - Huckabee
54. Terrence J. Clyne - Huckabee
55. Barry Doss - Huckabee
56. Vance Jack - Huckabee
57. Jenny Jackson - Huckabee
58. Jim Looney - Huckabee
59. Mark H. Luttrell - Huckabee
60. John "Chip" Saltsman - Huckabee

Precincts:	51	52	53	54	55	56	57	58	59	60
Alcoa	5	2	7	6	6	4	9	7	6	4
Beech Grove	3	1	8	6	5	7	4	5	5	8
Big Springs	0	0	2	4	1	1	2	2	1	0
Board of Education	1	2	9	7	5	5	4	3	8	8
Carpenters	1	4	6	7	5	5	8	4	5	5
Chilhowee View	1	1	5	6	4	5	1	3	7	2
Eagleton MS Cafeteria	1	5	5	3	4	3	4	2	4	4
Eagleton MS Gym	3	3	8	5	2	3	3	2	3	4
Everett	2	0	9	6	6	4	7	3	5	2
Fairview	4	5	7	5	6	6	4	2	5	1
Friendsville	4	1	4	4	4	3	5	3	6	1
Happy Valley	0	0	0	0	0	0	0	0	0	1
Heritage	3	3	6	5	3	5	5	5	9	2
John Sevier	5	7	6	2	4	3	8	0	7	0
Lanier	2	5	4	4	3	3	4	4	3	0
Louisville	4	2	5	7	7	5	10	4	3	5
Martin Luther King	3	3	2	2	0	0	1	0	0	0
Maryville College	5	3	1	2	1	0	0	1	3	1
Maryville HS	7	5	14	7	9	8	8	7	3	4
Maryville Jr High	8	7	8	6	4	5	11	2	7	2
Maryville Municipal	1	4	12	8	6	6	7	5	8	6
Mentor	1	1	0	0	1	0	2	1	3	1
Middlesettlements	4	2	1	1	2	2	3	2	4	1
Miser Station	0	1	5	0	7	2	2	2	6	1
Montvale	8	6	11	14	13	8	12	9	13	6
Oak Street	3	1	12	5	6	4	6	4	7	4
Oakview	4	5	18	9	6	10	11	10	14	6
Pellissippi Campus	0	0	5	3	3	2	2	0	5	2
Porter	2	0	10	8	5	2	6	3	6	7
Rockford	2	5	5	7	7	8	6	4	5	4
Shooks Gap	4	3	21	10	10	10	9	7	9	3
Townsend	4	3	8	9	7	6	6	4	8	3
Walland	0	1	2	3	3	3	5	3	4	3
William Blount HS	0	0	5	2	2	4	3	1	4	2
Wm Blount Academy	6	6	11	6	8	8	8	1	11	6
Totals:	101	97	242	179	165	150	186	115	197	109

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

- 61. Jonathan T. Skrmetti - Huckabee
- 62. Steven W. Swann - Huckabee
- 63. Matthew Tuttle III - Huckabee
- 64. Stacy Vaughan - Huckabee
- 65. Cary E. Vaughn - Huckabee
- 66. Chris Burger - Kasich
- 67. B.C. "Scooter" Clippard - Kasich
- 68. John Crisp - Kasich
- 69. Bryan Kaegi - Kasich
- 70. Mac Wilhoit - Kasich

Precincts:	61	62	63	64	65	66	67	68	69	70
Alcoa	4	10	2	5	2	57	61	58	54	57
Beech Grove	4	6	5	6	3	21	20	25	18	19
Big Springs	0	0	0	0	1	13	11	13	10	12
Board of Education	0	2	2	3	2	50	50	50	43	47
Carpenters	2	2	3	4	3	26	27	25	23	24
Chilhowee View	2	1	1	2	2	14	13	15	13	15
Eagleton MS Cafeteria	1	1	1	3	0	7	6	6	4	6
Eagleton MS Gym	3	2	1	3	2	30	25	25	22	22
Everett	3	5	4	3	4	11	11	13	11	11
Fairview	0	3	2	2	2	23	24	27	20	22
Friendsville	1	1	2	2	1	18	19	22	18	20
Happy Valley	0	0	1	0	0	3	3	3	3	3
Heritage	2	5	2	5	1	25	26	28	27	25
John Sevier	1	5	1	1	4	28	32	29	27	24
Lanier	2	2	2	3	2	18	17	17	16	16
Louisville	3	2	3	4	3	30	31	30	28	22
Martin Luther King	0	1	0	2	0	5	5	6	6	4
Maryville College	1	2	0	1	0	35	36	33	33	35
Maryville HS	3	5	4	10	5	91	92	95	85	83
Maryville Jr High	1	7	1	1	2	88	93	92	83	87
Maryville Municipal	5	5	5	2	2	23	24	24	24	22
Mentor	0	1	0	0	1	4	5	7	7	5
Middlesettlements	1	1	1	1	2	10	11	12	10	10
Miser Station	0	0	1	1	3	23	28	27	24	23
Montvale	5	12	8	8	8	42	39	40	34	36
Oak Street	3	8	3	3	2	39	36	40	34	34
Oakview	6	3	7	6	6	22	22	25	20	19
Pellissippi Campus	0	0	0	1	1	4	4	6	4	4
Porter	0	2	3	4	0	22	25	26	20	18
Rockford	1	3	3	4	4	16	11	13	11	12
Shooks Gap	1	1	3	4	5	33	33	31	31	31
Townsend	4	6	3	5	6	26	29	30	26	23
Walland	2	4	2	3	3	12	11	12	10	11
William Blount HS	3	5	3	3	2	16	14	18	15	13
Wm Blount Academy	3	7	4	7	4	54	48	61	46	48
Totals:	67	120	83	112	88	939	942	984	860	863

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

- 71. David Alan Wood - Kasich
- 72. Melissa Louise Wood - Kasich
- 73. James Robert Gann III - Paul
- 74. Trace Justice - Paul
- 75. Kaloni Lane - Paul
- 76. Steve Lane - Paul
- 77. Daryl Luna - Paul
- 78. Dan Rawls - Paul
- 79. Ronald Robertson - Paul
- 80. Sammie Arnold - Rubio

Precincts:	71	72	73	74	75	76	77	78	79	80
Alcoa	52	52	5	2	3	4	4	3	4	177
Beech Grove	20	24	6	6	7	4	3	4	2	68
Big Springs	11	12	4	6	4	5	4	4	4	41
Board of Education	45	44	2	4	2	1	2	2	3	165
Carpenters	28	24	0	1	1	0	1	1	2	65
Chilhowee View	15	16	1	1	1	2	0	1	2	65
Eagleton MS Cafeteria	3	5	3	4	3	5	5	4	3	44
Eagleton MS Gym	21	18	3	3	3	3	3	1	2	108
Everett	12	14	2	2	2	2	1	2	3	34
Fairview	20	22	5	5	4	6	3	3	7	108
Friendsville	23	21	2	3	2	3	3	1	1	57
Happy Valley	3	3	0	0	0	0	0	0	0	5
Heritage	25	26	6	3	3	4	3	4	6	84
John Sevier	22	26	4	4	5	6	4	5	3	140
Lanier	18	15	5	3	3	4	0	2	1	72
Louisville	27	26	7	6	4	3	3	2	6	111
Martin Luther King	4	5	1	0	1	0	0	1	1	11
Maryville College	27	29	5	3	2	2	2	3	2	79
Maryville HS	89	84	8	7	4	2	3	1	1	204
Maryville Jr High	85	83	11	7	8	7	6	8	9	161
Maryville Municipal	25	23	5	1	2	2	1	1	2	61
Mentor	4	4	1	1	1	1	1	1	1	25
Middlesettlements	8	8	4	3	3	3	2	2	4	19
Miser Station	23	21	4	1	1	2	2	1	1	85
Montvale	38	35	6	2	3	4	3	3	4	168
Oak Street	34	34	6	2	1	2	1	2	1	91
Oakview	21	21	0	1	0	0	0	1	0	80
Pellissippi Campus	4	4	1	2	3	2	2	3	2	30
Porter	19	21	8	4	3	4	4	3	5	82
Rockford	14	14	6	4	2	2	1	1	6	66
Shooks Gap	30	31	6	5	6	4	3	4	2	67
Townsend	27	28	2	3	3	3	5	1	2	77
Waland	10	9	2	0	0	0	0	0	0	37
William Blount HS	14	13	2	0	0	5	0	3	4	65
Wm Blount Academy	48	51	10	4	4	9	3	3	5	169
Totals:	869	866	143	103	94	106	78	81	101	2,921

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

- 81. Victor Ashe - Rubio
- 82. Bradford David Box - Rubio
- 83. Oscar Brock - Rubio
- 84. Beth Campbell - Rubio
- 85. Randy Ellis - Rubio
- 86. Joshua G. Evans - Rubio
- 87. David C. Hairston - Rubio
- 88. Trammel Hoehn - Rubio
- 89. Brian Hornback - Rubio
- 90. Jack Johnson - Rubio

Precincts:	81	82	83	84	85	86	87	88	89	90
Alcoa	212	148	137	164	131	125	108	92	120	109
Beech Grove	81	64	54	59	50	50	51	37	44	45
Big Springs	43	40	33	40	32	34	23	16	22	24
Board of Education	196	153	129	147	129	122	111	82	100	97
Carpenters	73	55	48	57	49	42	37	30	35	32
Chilhowee View	83	51	44	57	46	50	39	30	35	33
Eagleton MS Cafeteria	61	44	35	48	39	41	37	29	40	40
Eagleton MS Gym	126	89	74	98	78	74	60	49	61	65
Everett	46	24	22	30	23	25	18	12	18	23
Fairview	133	81	75	91	76	66	65	49	62	57
Friendsville	72	51	42	55	47	45	39	32	39	41
Happy Valley	6	3	4	5	3	4	4	2	4	2
Heritage	112	74	71	85	71	72	52	48	61	47
John Sevier	169	128	114	147	116	116	97	82	88	88
Lanier	79	60	53	61	54	57	50	41	46	41
Louisville	124	89	87	108	92	82	73	63	76	74
Martin Luther King	15	11	7	10	8	9	8	6	6	7
Maryville College	91	68	56	64	60	59	54	44	43	52
Maryville HS	258	178	151	172	163	133	126	79	112	106
Maryville Jr High	205	150	143	165	138	127	114	93	113	104
Maryville Municipal	74	52	44	52	45	42	38	32	30	32
Mentor	30	25	19	23	19	18	18	17	14	15
Middlesettlements	27	19	19	23	17	16	13	11	12	15
Miser Station	90	78	64	78	75	63	56	51	59	58
Montvale	213	146	121	164	133	125	110	92	106	116
Oak Street	102	79	62	74	63	63	53	42	43	47
Oakview	102	70	59	83	84	66	49	40	57	58
Pellissippi Campus	32	23	18	21	21	16	17	12	17	11
Porter	101	71	62	74	60	56	54	38	46	54
Rockford	83	57	48	58	49	53	38	36	43	41
Shooks Gap	72	58	58	68	54	53	46	38	41	41
Townsend	78	69	63	70	56	59	50	52	46	51
Walland	41	34	29	33	28	26	20	16	20	22
William Blount HS	78	52	46	58	44	39	31	28	37	32
Wm Blount Academy	203	144	135	164	134	127	117	92	104	107
Totals:	3,511	2,538	2,226	2,706	2,287	2,155	1,876	1,513	1,800	1,787

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

91. Brian Kelsey - Rubio
92. Kay Kelsey - Rubio
93. Jennifer Inman Little - Rubio
94. Raul Lopez - Rubio
95. Chassity L. Martin - Rubio
96. Becky Duncan Massey - Rubio
97. Gerald McCormick - Rubio
98. Laine M Milam - Rubio
99. Susan Mills - Rubio
100. Valerie Nagoshiner - Rubio

Precincts:	91	92	93	94	95	96	97	98	99	100
Alcoa	101	93	93	45	39	120	39	28	57	16
Beech Grove	38	38	30	11	4	46	9	6	20	7
Big Springs	18	21	24	11	10	22	12	9	15	9
Board of Education	90	99	82	44	39	97	32	27	58	22
Carpenters	30	32	27	16	6	28	14	13	18	7
Chilhowee View	30	37	31	9	19	37	22	7	23	9
Eagleton MS Cafeteria	38	30	27	12	14	29	16	6	16	4
Eagleton MS Gym	60	51	49	19	24	62	17	13	47	12
Everett	17	15	19	9	9	21	6	6	8	4
Fairview	58	56	54	16	17	55	26	12	44	8
Friendsville	30	32	38	23	20	38	13	9	33	12
Happy Valley	2	3	4	2	2	3	2	0	4	1
Heritage	50	47	44	20	18	46	17	12	26	10
John Sevier	89	82	82	36	38	75	23	20	52	24
Lanier	43	37	25	17	12	30	9	7	22	8
Louisville	68	50	53	26	18	72	33	15	30	13
Martin Luther King	7	7	5	3	3	5	2	2	1	0
Maryville College	45	33	32	18	12	46	13	6	23	9
Maryville HS	110	84	77	39	34	105	40	27	71	17
Maryville Jr High	108	96	96	47	35	108	42	19	85	30
Maryville Municipal	26	30	29	17	23	37	9	8	27	13
Mentor	16	12	15	6	2	12	3	3	6	2
Middlesettlements	14	10	11	1	4	15	6	3	4	2
Miser Station	49	42	42	18	22	49	22	8	28	18
Montvale	111	108	94	41	40	94	39	26	71	21
Oak Street	46	44	37	13	16	47	13	10	28	15
Oakview	57	52	56	19	27	54	27	12	30	11
Pellissippi Campus	15	14	9	6	5	14	8	5	5	3
Porter	44	43	34	16	16	45	13	9	24	8
Rockford	37	37	37	15	20	56	17	10	39	13
Shooks Gap	39	35	38	17	18	31	16	10	18	7
Townsend	45	47	46	29	19	45	16	7	25	13
Walland	20	16	13	8	6	17	6	0	8	2
William Blount HS	29	24	26	14	10	43	13	11	21	6
Wm Blount Academy	96	93	86	40	46	92	31	20	53	19
Totals:	1,676	1,550	1,465	683	647	1,696	626	386	1,040	375

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

- 101. Paul Ney - Rubio
- 102. Mike Ragsdale - Rubio
- 103. Grant Riley - Rubio
- 104. Eddie Smith - Rubio
- 105. Zach Wamp - Rubio
- 106. Beth M. Woodruff - Rubio
- 107. Bill Young - Rubio
- 108. Sally Climer - Santorum
- 109. William H Climer - Santorum
- 110. Daniel Dunn - Santorum

Precincts:	101	102	103	104	105	106	107	108	109	110
Alcoa	17	95	22	32	86	43	37	1	2	1
Beech Grove	7	40	5	15	29	11	14	1	1	1
Big Springs	6	27	5	4	22	14	6	0	0	0
Board of Education	22	95	18	17	74	54	39	2	1	4
Carpenters	7	38	7	9	24	10	15	3	0	0
Chilhowee View	5	38	6	8	31	20	13	1	1	0
Eagleton MS Cafeteria	6	23	6	7	17	12	5	1	1	0
Eagleton MS Gym	10	65	13	16	52	33	18	2	3	1
Everett	6	28	7	4	19	9	10	0	0	0
Fairview	11	63	15	11	45	29	17	1	0	1
Friendsville	9	42	9	8	30	18	15	1	0	0
Happy Valley	3	2	3	1	3	1	3	0	0	0
Heritage	9	55	12	10	43	27	17	1	1	1
John Sevier	16	80	13	27	58	35	22	1	0	4
Lanier	11	31	9	8	33	14	14	0	0	0
Louisville	11	64	10	17	65	21	28	1	2	1
Martin Luther King	2	5	0	0	4	1	0	0	0	1
Maryville College	10	43	9	15	33	17	14	0	0	0
Maryville HS	23	112	29	27	93	45	38	1	1	1
Maryville Jr High	23	109	21	16	86	59	45	0	1	1
Maryville Municipal	7	25	4	6	24	16	9	1	2	1
Mentor	2	16	3	3	12	5	2	0	0	0
Middlesettlements	4	15	3	2	9	2	3	0	0	0
Miser Station	14	49	8	11	35	19	18	0	0	0
Montvale	14	94	21	20	85	40	32	1	0	0
Oak Street	8	49	19	12	37	17	14	1	0	1
Oakview	8	47	6	11	33	19	13	4	4	3
Pellissippi Campus	4	19	2	4	15	5	4	2	0	0
Porter	7	37	10	6	37	19	16	0	1	0
Rockford	11	33	10	8	30	19	21	3	0	2
Shooks Gap	6	33	8	9	25	13	14	0	0	0
Townsend	17	32	6	4	27	15	11	1	3	1
Walland	2	14	4	3	12	5	7	0	0	0
William Blount HS	6	35	11	5	31	18	12	0	1	1
Wm Blount Academy	21	91	18	19	62	40	33	1	2	0
Totals:	345	1,644	352	375	1,321	725	579	31	27	26

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

- 111. John C. Isbell - Santorum
- 112. Robert L. Parrish - Santorum
- 113. Hillary Pate - Santorum
- 114. Jennifer M. Powell - Santorum
- 115. Doris B. Arnold - Trump
- 116. Mae Beavers - Trump
- 117. William H. Beavers - Trump
- 118. Karen Bennett - Trump
- 119. Chad Blackburn - Trump
- 120. Julie Brockman - Trump

Precincts:	111	112	113	114	115	116	117	118	119	120
Alcoa	1	1	0	0	144	122	120	110	110	93
Beech Grove	0	1	0	3	103	93	89	80	84	71
Big Springs	0	0	0	0	70	62	63	51	63	49
Board of Education	0	1	1	3	180	161	156	156	152	126
Carpenters	1	0	0	0	152	130	137	128	127	103
Chilhowee View	0	0	0	1	145	132	123	106	117	110
Eagleton MS Cafeteria	0	1	1	1	86	73	87	81	84	68
Eagleton MS Gym	2	1	2	4	117	92	96	85	96	77
Everett	0	0	1	0	78	69	67	64	68	62
Fairview	2	0	0	1	127	108	108	97	103	86
Friendsville	1	1	0	0	114	100	106	88	94	83
Happy Valley	0	0	0	0	15	13	11	12	12	9
Heritage	2	1	2	2	157	135	138	132	130	107
John Sevier	0	0	0	1	99	94	99	87	85	78
Lanier	1	1	0	0	142	130	129	110	120	99
Louisville	0	0	0	2	148	131	133	126	126	117
Martin Luther King	1	0	0	0	36	33	33	33	32	29
Maryville College	0	0	0	0	59	52	55	53	49	42
Maryville HS	1	1	1	1	140	131	133	125	132	105
Maryville Jr High	1	2	1	0	137	121	121	145	136	121
Maryville Municipal	0	0	2	1	90	83	77	68	76	61
Mentor	0	0	0	0	43	37	37	31	33	25
Middlesettlements	0	0	0	0	51	44	48	37	46	32
Miser Station	1	0	0	2	121	112	119	112	112	96
Montvale	2	2	1	1	279	246	246	221	225	198
Oak Street	4	1	1	1	117	114	114	96	107	85
Oakview	3	3	2	4	174	159	164	148	143	128
Pellissippi Campus	0	1	0	0	62	65	73	61	74	53
Porter	3	1	1	1	134	116	127	109	110	101
Rockford	1	0	2	4	121	110	110	91	98	74
Shooks Gap	0	0	0	2	130	113	122	105	115	88
Townsend	1	1	1	1	136	129	128	121	134	106
Walland	0	0	0	0	71	55	63	55	60	56
William Blount HS	0	2	0	0	98	95	89	87	91	85
Wm Blount Academy	0	0	0	2	360	319	317	283	297	254
Totals:	28	22	19	38	4,236	3,779	3,838	3,494	3,641	3,077

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

- 121. Martha Ruth Brown - Trump
- 122. Stacey Campfield - Trump
- 123. Beada Corum - Trump
- 124. Robert Duvall - Trump
- 125. John T. Fey - Trump
- 126. Sherry L. Fey - Trump
- 127. Barbara D. Gregson - Trump
- 128. Rebecca Griffey - Trump
- 129. Jeremy H.G. Hayes - Trump
- 130. Bill Ketron - Trump

Precincts:	121	122	123	124	125	126	127	128	129	130
Alcoa	91	89	67	110	81	61	45	50	35	35
Beech Grove	61	67	51	84	57	40	43	41	26	31
Big Springs	39	54	36	61	48	36	29	34	20	23
Board of Education	122	117	97	146	107	87	81	75	43	54
Carpenters	96	108	77	113	83	58	62	64	33	34
Chilhowee View	94	109	72	124	82	64	54	60	28	38
Eagleton MS Cafeteria	62	74	54	77	54	47	44	43	12	17
Eagleton MS Gym	71	81	53	97	52	42	36	41	27	23
Everett	58	58	43	73	46	37	33	39	22	19
Fairview	80	88	52	101	65	43	43	52	41	36
Friendsville	60	74	55	83	55	45	36	38	34	31
Happy Valley	6	9	7	10	7	5	3	4	1	2
Heritage	96	105	64	111	62	54	54	47	31	44
John Sevier	68	71	51	85	53	45	36	35	28	32
Lanier	100	98	68	120	83	56	63	65	51	44
Louisville	101	113	78	120	84	63	66	68	37	31
Martin Luther King	33	26	23	32	23	14	16	16	9	13
Maryville College	36	39	26	41	31	21	21	29	14	18
Maryville HS	86	97	76	113	87	68	58	58	51	45
Maryville Jr High	104	115	82	135	90	71	63	62	47	43
Maryville Municipal	50	57	41	66	40	36	29	33	25	20
Mentor	21	25	15	24	17	14	15	14	7	5
Middlesettlements	30	40	22	40	25	18	18	19	12	14
Miser Station	90	92	71	111	72	62	57	61	21	28
Montvale	169	215	154	226	165	128	117	103	76	84
Oak Street	80	92	62	94	61	48	49	44	24	23
Oakview	117	134	89	145	93	71	74	65	52	52
Pellissippi Campus	42	57	29	63	43	34	31	31	23	22
Porter	87	98	68	102	72	52	47	48	42	44
Rockford	69	68	43	87	52	39	32	27	23	35
Shooks Gap	87	98	60	100	67	54	48	50	39	30
Townsend	99	104	75	119	92	73	65	54	43	38
Walland	45	50	32	66	38	30	28	31	22	22
William Blount HS	71	78	54	93	61	46	46	35	32	34
Wm Blount Academy	226	249	174	295	201	142	152	136	112	108
Totals:	2,747	3,049	2,121	3,467	2,349	1,804	1,694	1,672	1,143	1,172

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

- 131. Kelsey Ketron - Trump
- 132. Beverly B. Knight - Trump
- 133. Patricia Mathes - Trump
- 134. Katie McDow - Trump
- 135. Tom Rice - Trump
- 136. Patti Saliba - Trump
- 137. Paul Schramkowski - Trump
- 138. Alex E Stillwell - Trump
- 139. Kay White - Trump
- 140. Mark Winslow - Trump

Precincts:	131	132	133	134	135	136	137	138	139	140
Alcoa	27	20	17	25	31	9	17	23	21	34
Beech Grove	26	29	13	20	29	14	14	25	25	28
Big Springs	8	11	6	4	17	2	7	17	4	21
Board of Education	33	41	33	36	48	16	23	39	17	39
Carpenters	26	22	23	22	37	9	24	25	20	35
Chilhowee View	24	24	17	19	31	14	22	27	25	35
Eagleton MS Cafeteria	14	10	8	14	20	4	8	14	12	25
Eagleton MS Gym	17	24	18	22	29	5	14	22	19	29
Everett	15	22	14	16	17	11	9	20	18	19
Fairview	22	25	16	21	40	11	22	34	29	43
Friendsville	18	19	16	16	31	12	15	23	18	22
Happy Valley	2	3	2	2	3	1	1	1	2	2
Heritage	22	33	23	26	42	15	23	33	25	43
John Sevier	16	28	17	16	28	12	19	22	19	37
Lanier	33	25	22	19	51	16	27	38	32	43
Louisville	30	25	25	22	38	17	24	30	22	44
Martin Luther King	6	9	6	10	12	9	6	11	8	16
Maryville College	15	15	11	8	16	6	9	10	10	12
Maryville HS	24	24	14	25	43	5	22	28	23	41
Maryville Jr High	22	26	22	23	50	10	17	27	38	49
Maryville Municipal	19	21	16	18	19	10	14	21	17	21
Mentor	3	2	2	1	7	3	3	3	3	6
Middlesettlements	7	11	9	5	15	5	11	10	6	13
Miser Station	10	13	11	14	25	5	11	17	17	27
Montvale	63	64	32	46	83	23	49	61	43	72
Oak Street	22	21	20	18	28	11	16	23	20	34
Oakview	26	33	22	25	45	13	24	39	24	45
Pellissippi Campus	19	13	10	16	28	12	11	22	16	23
Porter	23	17	19	19	35	5	19	22	25	34
Rockford	17	19	10	13	22	7	19	20	19	36
Shooks Gap	23	15	14	10	27	9	14	22	13	26
Townsend	26	27	17	15	42	9	19	26	22	31
Walland	13	19	10	12	26	7	16	15	19	17
William Blount HS	18	20	12	14	37	6	18	21	11	34
Wm Blount Academy	74	63	54	51	122	31	61	93	62	110
Totals:	763	793	581	643	1,174	354	628	884	704	1,146

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate At-Large

- 141. Endre Zongor - Trump
- 142. Jody Ball - Uncommitted
- 143. Donald H Davidson - Uncommitted
- 144. Stephen L. Hale - Uncommitted
- 145. Chad Jackson - Uncommitted
- 146. Michael Porter - Uncommitted
- 147. William H. Wendt - Uncommitted
- 148. Rebecca Whitworth - Uncommitted

Precincts:	141	142	143	144	145	146	147	148
Alcoa	13	1	3	4	2	1	1	7
Beech Grove	13	2	0	1	1	4	2	2
Big Springs	7	3	3	3	3	3	3	4
Board of Education	22	9	9	8	7	11	6	13
Carpenters	12	2	5	2	4	2	2	0
Chilhowee View	16	1	1	2	2	2	3	3
Eagleton MS Cafeteria	7	3	1	1	1	0	1	0
Eagleton MS Gym	5	3	3	3	3	1	2	1
Everett	8	2	4	1	0	3	2	2
Fairview	17	3	7	4	1	2	1	4
Friendsville	14	3	2	3	1	2	1	4
Happy Valley	3	0	0	1	0	0	0	0
Heritage	24	5	4	2	2	1	1	5
John Sevier	16	4	3	2	2	1	1	2
Lanier	16	2	5	2	1	2	0	2
Louisville	19	0	2	1	1	0	3	2
Martin Luther King	5	3	3	3	3	3	2	5
Maryville College	7	0	1	0	1	0	1	3
Maryville HS	19	5	7	7	5	5	7	9
Maryville Jr High	14	8	14	7	8	5	7	7
Maryville Municipal	9	7	4	4	6	2	2	4
Mentor	2	1	1	1	2	1	2	2
Middlesettlements	2	1	3	1	1	1	1	3
Miser Station	13	2	7	1	4	3	3	5
Montvale	30	6	8	3	5	5	6	5
Oak Street	12	2	4	4	3	6	1	2
Oakview	16	6	7	5	10	6	5	5
Pellissippi Campus	12	2	2	1	2	1	0	2
Porter	15	2	5	4	1	4	3	2
Rockford	9	1	2	0	1	0	0	2
Shooks Gap	8	4	4	3	2	4	3	6
Townsend	21	3	4	2	1	1	0	1
Walland	6	3	3	2	1	3	1	0
William Blount HS	13	2	3	3	2	2	1	1
Wm Blount Academy	49	9	10	8	7	6	5	7
Totals:	474	110	144	99	96	93	79	122

State of Tennessee - BLOUNT County
March 1, 2016
Republican Primary
Delegate At-Large

1	M.S. "Susie" Alcorn - Bush	596
2	Tom Bottorff - Bush	554
3	Randy Boyd - Bush	691
4	Josh Brown - Bush	529
5	Nathan Buttrey - Bush	487
6	Bill Frist - Bush	1,063
7	Christi Gibbs - Bush	500
8	John M Gillespie - Bush	500
9	Brenda Lewis Graham - Bush	494
10	David L. Howard - Bush	425
11	Julia C. Hurley - Bush	397
12	Beverly Wheeler Johnson - Bush	431
13	Larry Wayne Kidwell - Bush	361
14	Stephen Buford Smith - Bush	300
15	Chris Walker - Bush	283
16	Mark White - Bush	254
17	R. Shane Clifford - Carson	1,663
18	Dinah DeFord - Carson	1,441
19	MaceI Ely II - Carson	1,402
20	Don Ogle Floyd - Carson	1,534
21	Kimberly Fredrickson - Carson	1,481
22	Cecile Gideon - Carson	1,389
23	David C. Hooven - Carson	1,392
24	Sherrie Rae Hopper - Carson	1,316
25	Ruth Ann Manning - Carson	1,368
26	Bailey Brooke Mays - Carson	1,299
27	Ben J. McCormick - Carson	1,412
28	Brenda Mayfield Mercer - Carson	1,306
29	Lance Persson - Carson	1,164
30	Julie Reynolds - Carson	1,326
31	John C. Simonsen - Carson	531
32	Dalton A. Temple - Carson	530
33	Stuart I. Anderson - Cruz	3,447
34	Jean M Barwick - Cruz	3,319
35	Sheila Butt - Cruz	3,136

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate District 2

1. Jane Gamble Chedester - Bush
2. Kirk A. Huddleston - Bush
3. Hobart L. Rice - Bush
4. Susan Richardson Williams - Bush
5. Kathy Y. Clark - Carson
6. Jamie Worsham Ely - Carson
7. Charles A. Kandt - Carson
8. Twyla J. Logan - Carson
9. Catherine Braden - Christie
10. Craig A. Reasor - Cruz

Precincts:	1	2	3	4	5	6	7	8	9	10
Alcoa	10	14	9	11	46	40	48	14	10	84
Beech Grove	3	3	8	3	28	26	21	16	2	74
Big Springs	7	5	2	4	21	20	19	7	3	51
Board of Education	18	19	16	18	36	44	37	18	3	80
Carpenters	2	2	3	5	39	42	41	17	5	85
Chilhowee View	7	6	4	4	29	33	31	10	2	65
Eagleton MS Cafeteria	2	1	3	3	20	17	17	11	5	47
Eagleton MS Gym	3	6	1	5	31	30	36	16	6	88
Everett	12	9	13	7	29	26	26	13	4	43
Fairview	10	9	6	7	36	37	33	21	5	76
Friendsville	8	6	3	4	23	15	19	8	3	52
Happy Valley	1	0	1	1	2	1	2	3	0	7
Heritage	7	9	6	5	32	30	27	19	1	65
John Sevier	23	20	19	10	41	35	35	12	6	76
Lanier	7	3	3	0	23	22	19	9	2	70
Louisville	11	9	4	10	33	32	34	14	2	60
Martin Luther King	2	1	1	2	8	6	4	4	0	14
Maryville College	7	7	4	9	26	20	23	8	3	28
Maryville HS	22	23	14	14	42	37	44	13	4	74
Maryville Jr High	16	20	9	15	45	50	45	23	4	83
Maryville Municipal	9	5	4	5	23	26	25	14	1	61
Mentor	0	0	0	0	11	11	11	4	0	19
Middlesettlements	2	0	0	1	21	17	20	2	0	26
Miser Station	4	7	1	6	17	22	14	10	0	65
Montvale	8	11	3	19	57	51	52	21	5	179
Oak Street	9	8	5	5	29	30	29	15	4	70
Oakview	15	9	8	6	54	59	60	20	2	95
Pellissippi Campus	3	3	2	2	13	18	16	10	2	45
Porter	8	5	4	13	26	28	25	17	1	65
Rockford	2	4	1	8	30	26	32	13	2	51
Shooks Gap	8	9	6	4	46	44	42	21	2	85
Townsend	10	9	6	8	32	28	23	11	1	61
Walland	4	3	3	1	13	11	12	3	2	31
William Blount HS	8	5	2	6	30	27	23	10	2	48
Wm Blount Academy	15	11	7	14	76	73	81	31	5	186
Totals:	283	261	181	235	1,068	1,034	1,026	458	99	2,309

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate District 2

11. Jerry Sexton - Cruz
12. Marsha Sexton - Cruz
13. Jason Zachary - Cruz
14. Karen J Brown - Fiorina
15. Derrick L Hatcher - Fiorina
16. Scott Smith - Fiorina
17. Jim (James W.) Brown - Huckabee
18. Tab Burkhalter - Huckabee
19. Randy J. Hughes - Huckabee
20. Steven Buttry - Kasich

Precincts:	11	12	13	14	15	16	17	18	19	20
Alcoa	100	91	66	2	1	1	5	7	3	41
Beech Grove	85	61	50	0	0	0	3	5	8	13
Big Springs	53	41	44	2	0	0	3	6	3	7
Board of Education	95	72	69	3	1	1	0	10	4	32
Carpenters	81	71	47	2	1	2	1	3	4	20
Chilhowee View	65	51	51	4	0	0	4	4	2	10
Eagleton MS Cafeteria	50	42	35	1	1	1	1	2	0	5
Eagleton MS Gym	90	71	59	2	0	0	3	6	3	18
Everett	45	32	36	0	0	1	4	7	2	11
Fairview	83	82	59	3	3	4	4	6	3	15
Friendsville	55	39	39	3	0	0	4	7	3	11
Happy Valley	6	5	1	0	0	0	0	0	0	3
Heritage	69	51	43	2	1	1	3	7	4	20
John Sevier	88	69	63	6	2	1	4	9	5	18
Lanier	82	50	53	3	1	1	2	5	4	10
Louisville	61	47	51	2	3	2	4	7	2	25
Martin Luther King	16	11	16	3	2	2	0	1	0	2
Maryville College	35	18	19	4	1	2	0	5	0	18
Maryville HS	79	68	53	8	2	4	3	11	2	65
Maryville Jr High	90	82	53	6	3	2	4	13	5	67
Maryville Municipal	68	50	39	1	2	0	1	10	6	20
Mentor	18	17	12	1	1	2	0	2	0	4
Middlesettlements	37	20	22	1	0	0	2	3	1	10
Miser Station	64	54	46	0	3	1	2	2	2	20
Montvale	179	145	125	6	2	1	10	16	8	22
Oak Street	71	61	45	1	1	1	3	5	5	22
Oakview	103	87	61	3	1	1	5	11	6	16
Pellissippi Campus	40	29	29	2	0	0	2	4	4	1
Porter	74	65	56	3	0	0	5	7	1	15
Rockford	60	49	39	4	0	1	3	4	4	10
Shooks Gap	92	73	58	0	0	1	1	5	5	18
Townsend	61	50	40	3	3	2	4	3	2	15
Walland	29	22	14	0	0	0	2	2	2	9
William Blount HS	50	47	33	3	1	0	1	8	2	12
Wm Blount Academy	198	146	123	4	2	0	1	8	4	32
Totals:	2,472	1,969	1,649	88	38	35	94	211	109	637

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate District 2

21. Daniel Monat - Kasich
22. Steve West - Kasich
23. John Robert Walker III - Paul
24. Mike Arms - Rubio
25. Leonard W. Brown - Rubio
26. Michael Hensley - Rubio
27. Jimmy Melton - Rubio
28. George "Chip" Miller II - Rubio
29. Jerome Moon - Rubio
30. Randy Winstead - Santorum

Precincts:	21	22	23	24	25	26	27	28	29	30
Alcoa	45	64	4	104	88	110	73	57	71	5
Beech Grove	12	18	4	37	39	46	17	15	20	2
Big Springs	8	12	5	28	16	20	19	15	16	0
Board of Education	40	64	3	103	92	103	76	58	63	5
Carpenters	21	24	2	26	32	41	19	23	28	3
Chillhowee View	10	13	2	31	21	32	26	18	39	0
Eagleton MS Cafeteria	3	8	4	33	26	37	20	17	11	1
Eagleton MS Gym	19	28	1	65	55	60	33	30	37	1
Everett	13	19	1	21	15	22	11	10	12	1
Fairview	18	24	10	59	57	69	42	25	39	3
Friendsville	15	19	2	31	21	28	25	31	21	0
Happy Valley	3	4	0	3	4	3	3	2	1	0
Heritage	23	27	5	53	45	55	31	23	37	3
John Sevier	23	27	2	98	80	96	43	41	40	4
Lanier	12	13	3	36	23	42	30	27	15	1
Louisville	26	35	3	64	46	56	35	34	34	0
Martin Luther King	2	2	2	6	10	7	6	5	1	1
Maryville College	26	45	3	35	38	42	31	20	34	1
Maryville HS	79	100	4	116	104	123	72	57	52	2
Maryville Jr High	68	105	3	96	85	115	74	68	79	2
Maryville Municipal	21	21	2	40	41	36	27	19	27	5
Mentor	4	6	0	16	12	13	6	9	5	0
Middlesettlements	10	9	2	10	11	18	8	9	8	0
Miser Station	18	22	1	43	42	42	28	26	25	0
Montvale	24	42	8	84	83	121	70	58	79	5
Oak Street	29	28	3	51	43	44	23	19	22	2
Oakview	18	22	1	51	46	50	40	26	28	5
Pellissippi Campus	1	2	4	20	14	17	14	10	6	0
Porter	17	25	5	41	41	49	21	26	30	4
Rockford	9	13	3	27	30	32	26	24	24	4
Shooks Gap	22	19	4	38	33	43	23	17	16	2
Townsend	18	22	2	45	43	43	33	16	20	1
Walland	11	15	1	14	14	17	15	17	11	1
William Blount HS	14	15	1	37	32	34	27	19	31	0
Wm Blount Academy	41	48	8	103	79	101	66	62	57	6
Totals:	723	960	108	1,665	1,461	1,767	1,113	933	1,039	70

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate District 2

31. Tim Hutchison - Trump
32. Sam Maynard - Trump
33. Joe McCulley - Trump
34. David Perry - Trump
35. Judi Runions Swilling - Trump
36. Darrell L Tipton - Trump
37. Justin M. Cosby - Uncommitted
38. Ted Hatfield - Uncommitted
39. Dean C. Heath - Uncommitted
40. Jack C. Slaughter - Uncommitted

Precincts:	31	32	33	34	35	36	37	38	39	40
Alcoa	107	78	84	48	22	65	1	3	2	2
Beech Grove	98	57	64	40	21	52	2	1	1	0
Big Springs	66	54	51	26	12	20	1	1	2	1
Board of Education	145	95	113	76	35	83	4	1	1	1
Carpenters	120	87	97	48	19	65	2	3	1	1
Chilhowee View	114	75	95	49	24	45	3	4	1	0
Eagleton MS Cafeteria	86	52	63	34	9	43	6	8	3	0
Eagleton MS Gym	91	63	89	44	18	61	1	3	0	0
Everett	63	44	52	24	12	38	0	2	0	0
Fairview	104	68	93	53	22	73	4	6	2	1
Friendsville	86	53	66	41	23	56	3	2	2	1
Happy Valley	10	6	7	5	2	7	1	0	0	0
Heritage	134	78	101	44	22	83	1	3	1	3
John Sevier	92	58	64	46	14	54	5	4	5	4
Lanier	137	93	108	54	34	69	1	1	0	2
Louisville	123	91	77	56	31	76	2	1	1	2
Martin Luther King	33	20	23	16	6	12	1	1	1	0
Maryville College	39	30	37	21	7	32	1	0	3	1
Maryville HS	137	78	96	49	21	76	2	3	3	0
Maryville Jr High	122	79	85	40	25	83	2	1	1	3
Maryville Municipal	79	48	51	32	21	34	2	1	0	0
Mentor	35	25	28	11	3	18	1	2	0	0
Middlesettlements	29	19	16	16	9	29	0	0	1	0
Miser Station	91	71	67	39	21	43	2	1	3	1
Montvale	224	151	187	98	51	129	5	4	4	3
Oak Street	106	77	80	41	16	57	2	3	1	1
Oakview	140	103	111	74	30	64	4	3	2	1
Pellissippi Campus	69	44	36	38	19	34	2	1	0	1
Porter	113	75	87	45	15	61	1	3	2	3
Rockford	105	70	65	47	15	49	1	0	3	3
Shooks Gap	106	77	78	36	21	37	2	0	1	0
Townsend	103	71	76	37	27	57	2	3	2	2
Walland	65	39	54	22	5	35	0	0	0	1
William Blount HS	84	55	69	38	17	48	0	1	1	3
Wm Blount Academy	281	187	199	146	63	169	3	5	5	4
Totals:	3,537	2,371	2,669	1,534	712	1,957	70	75	55	45

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Delegate District 2

41. Vivian R. Slaughter - Uncommitted

Precincts:	41
Alcoa	1
Beech Grove	3
Big Springs	1
Board of Education	3
Carpenters	2
Chilhowee View	2
Eagleton MS Cafeteria	1
Eagleton MS Gym	1
Everett	2
Fairview	3
Friendsville	2
Happy Valley	0
Heritage	1
John Sevier	2
Lanier	1
Louisville	1
Martin Luther King	1
Maryville College	4
Maryville HS	1
Maryville Jr High	2
Maryville Municipal	1
Mentor	1
Middlesettlements	1
Miser Station	2
Montvale	6
Oak Street	2
Oakview	4
Pellissippi Campus	1
Porter	2
Rockford	1
Shooks Gap	0
Townsend	3
Waland	1
William Blount HS	4
Wm Blount Academy	7
Totals:	70

CERTIFICATION OF ELECTION RESULTS

WE, THE UNDERSIGNED MEMBERS OF THE BLOUNT COUNTY ELECTION COMMISSION, DO HEREBY CERTIFY THAT WE HELD A COUNTY REPUBLICAN PRIMARY ELECTION ON TUESDAY, MARCH 1, 2016, IN ALL OF THE VOTING PRECINCTS IN OUR COUNTY, ACCORDING TO LAW, FOR THE PURPOSE OF ELECTING A PARTY NOMINEE FOR THE ASSESSOR OF PROPERTY SHOWN HEREINAFTER, AND THAT WE HAVE CANVASSED THE RETURNS OF SAID ELECTION AS REQUIRED BY LAW, AND WE DO HEREBY CERTIFY THAT THE FOLLOWING 2 PAGES OF TABULATION ARE A TRUE, CORRECT, AND COMPLETE ACCOUNTING OF THE RESULTS BY PRECINCT AND COUNTY OF SAID ELECTION AS ESTABLISHED BY THE CANVASSING OF THE RETURNS, THIS 16th DAY OF MARCH, 2016.

MUST HAVE AT LEAST THREE (3) COMMISSIONERS SIGN:


Chairman, County Election Commission

Secretary, County Election Commission


Member, County Election Commission


Member, County Election Commission

Member, County Election Commission

State of Tennessee - BLOUNT County

March 1, 2016

Republican Primary

Assessor of Property

1. Tim Helton

Precincts:	1
Alcoa	504
Beech Grove	289
Big Springs	192
Board of Education	518
Carpenters	336
Chilhowee View	311
Eagleton MS Cafeteria	206
Eagleton MS Gym	385
Everett	200
Fairview	407
Friendsville	254
Happy Valley	31
Heritage	390
John Sevier	424
Lanier	337
Louisville	371
Martin Luther King	84
Maryville College	195
Maryville HS	546
Maryville Jr High	545
Maryville Municipal	275
Mentor	95
Middlesettlements	119
Miser Station	280
Montvale	739
Oak Street	330
Oakview	433
Pellissippi Campus	182
Porter	351
Rockford	289
Shooks Gap	335
Townsend	307
Walland	161
William Blount HS	264
Wm Blount Academy	824
Totals:	11,509

State of Tennessee - BLOUNT County
March 1, 2016
Republican Primary
Assessor of Property

1 Tim Helton

11,509

Total Votes

11,509

RESOLUTION NO. 16-04-007

Sponsored by: Commissioners Jerome Moon/Mike Caylor

A RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Purpose School Fund Budget to appropriate funds to use for architect design of roof replacements.

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 21st day of April, 2016 that the General Purpose School Fund Budget shall be amended as follows:

Estimated Revenue:

141-0-489900 Other/Use of Fund Balance.....\$55,000.00

Appropriation:

141-76100-500304 Architects\$55,000.00

Duly authorized and approved this 21st day of April, 2016.

CERTIFICATION OF ACTIONATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

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

Department: Schools
Account: 141-76100

Type of Amendment: (check one)

- Transfer** (no overall change to adopted budget)
- Decrease** (reducing adopted budget due to unforeseen effect on "revenue" or "expense")
- Increase** (raising adopted budget due to unforeseen effect on "revenue" or "expense")
- Adjustment** (correction to adopted budget due to "grant award" or "budgetary adjustment")

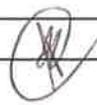
*****IF an Increase or Decrease, a memo explaining the need or purpose MUST accompany amendment form*****

	Account Number	Description	Amount
TO			
	141-76100-500304	Architects	55,000.00
	TOTAL		55,000.00

	Account Number	Description	Amount
FROM			
	141-000000-489900	Use of Fund Balance	55,000.00
	TOTAL		55,000.00

Explanation: Initial funding request for architect design for roof replacements at Blount County Schools,
including the required work to design specifications ready for competitive bid of contracts.

Joy Loya 3-15-16
 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.

Approved By The
Board of Education 3-22-16

RESOLUTION NO. 16-04-008

Sponsored by: Commissioners Jerome Moon/Mike Lewis

A RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Purpose School Fund Budget to appropriate funds for the use of replacing football stadium lights and poles at Heritage and William Blount High Schools.

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 21st day of April, 2016 that the General Purpose School Fund Budget shall be amended as follows:

Estimated Revenue:

141-0-489900 Other/Use of Fund Balance.....\$380,000.00

Appropriation:

141-76100-500799 Other Capital Outlay.....\$380,000.00

Duly authorized and approved this 21st day of April, 2016.

CERTIFICATION OF ACTIONATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

RESOLUTION NO. 16-04-006

SPONSORED BY: Commissioner Jerome Moon and Commissioner Mike Lewis

RESOLUTION OF THE BLOUNT COUNTY LEGISLATIVE BODY ESTABLISHING AN AGREEMENT THAT EXTENDS BEYOND THE END OF THE CURRENT FISCAL YEAR FOR FLEET LEASING SERVICES FOR BLOUNT COUNTY, TN

WHEREAS, the Board of County Commissioners of Blount County, Tennessee has adopted the provisions of Tennessee Code Annotated §5-14-101 et. seq., known as the County Purchasing Law of 1957; and

WHEREAS, Tennessee Code Annotated §5-14-108(m) (1) states that the County Purchasing Agent is authorized to purchase and contract to purchase materials, supplies, equipment and contractual services on a fiscal year basis, but no commitment shall be made which extends beyond the end of the current fiscal year for which appropriations have been made by the county legislative body, except such commitments as are authorized by resolution of the county legislative body; and

WHEREAS, Blount County has the need for fleet leasing services; and

WHEREAS, Blount County Purchasing issued a Request for Proposal (#2015-2378) for a solution for these services; and

WHEREAS, Enterprise was deemed to be the firm offering the solution that is in the best interest of Blount County; and

WHEREAS, the agreement negotiated between Blount County and Enterprise has been approved as to form by the County's Attorney, Craig Garrett.

NOW THEREFORE, BE IT RESOLVED by the Blount County Legislative Body assembled in regular session on the 21st day of April 2016, that a Procurement Agreement with Enterprise, Blount County Contract Number 2015-2378, be duly authorized and approved by Blount County, Tennessee.

BE IT FURTHER RESOLVED that this resolution take effect from and after its passage, and that any part of any proper resolution to the contrary is hereby declared null and void, the public welfare requiring it.

Duly authorized and approved this 21st day of April, 2016.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this ____ day of March, 2016, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's Instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c)

shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Blount County

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Katie Branham
Title: Purchasing Agent

By:
Title:

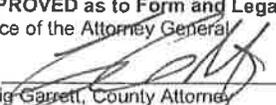
Address:

Address:

Date Signed: _____

Date Signed: _____

APPROVED as to Form and Legality:
Office of the Attorney General

By:  (for)
Craig Garrett, County Attorney

Date: 4-1-16

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of March, 2016 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of March, 2016 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Blount County ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9(c) of the Master Equity Lease Agreement is amended to add the following additional paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by Tennessee state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Tennessee state law.

The Lessee, Blount County, TN is a governmental entity and subject to the provisions and protections of the Tennessee Governmental Tort Liability Act. Therefore, the parties agree that any obligation of Blount County, TN for indemnification as set forth above shall not exceed the limits of liability set forth in the Tennessee Governmental Tort Liability Act for governmental entities. The limits of liability are set forth in the Act found at T.C.A. §29-20-101 et. seq. The obligation of Blount County, TN to indemnify the Lessor, Enterprise Fleet Management, Inc., shall not, under any circumstances, exceed the monetary limits set forth in said Act.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Tennessee (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____ day of March, 2016.

Blount County (Lessee)

By: _____ (for)
Katie Branham, Purchasing Agent

Date: _____

Enterprise FM Trust (Lessor)

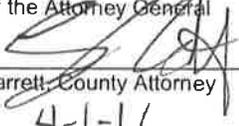
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

APPROVED as to Form and Legality:

Office of the Attorney General

By:  (for)
Craig Garrett, County Attorney

Date: 4-1-16

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this ___ day of March, 2016, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master ?LEASETYPE Lease Agreement dated as of the ___ day of March, 2016, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (l) manual transmission clutch adjustment or replacement, (ll) brake adjustment or replacement or (lll) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.
- 7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. **LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. **NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. **MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: Blount County

EFM: Enterprise Fleet Management, Inc.

By: Katie Branham
Title: Purchasing Agent

By:
Title:

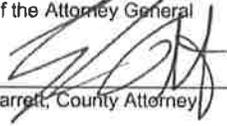
Address:

Address:

Date Signed: _____

Date Signed: _____

APPROVED as to Form and Legality:
Office of the Attorney General

By:  (for)
Craig Garrett, County Attorney

Date: 4-1-16

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of March, 2016 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of March, 2016 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and Blount County ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Maintenance Agreement is amended to read as follows:

EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$75.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$75.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the ____ day of March, 2016.

Blount County (Lessee)

By: _____ (for)
Katie Branham, Purchasing Agent

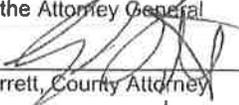
Date: _____

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By: _____

Title: _____

APPROVED as to Form and Legality:
Office of the Attorney General

By:  _____ (for)
Craig Garrett, County Attorney

Date: 4-1-16

**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the ___ day of March, 2016, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: Blount County

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

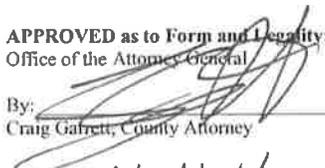
By: Katie Branham
Title: Purchasing Agent

By:
Title:

Date Signed: _____

Date Signed: _____

APPROVED as to Form and Legality:
Office of the Attorney General

By:  (for)
Craig Garrett, County Attorney

Date: 4-4-16

SERVICE AGREEMENT

This Agreement is entered into as of the ___ day of March, 2016, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and Blount County.

Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and Blount County.

WITNESSETH:

Scope of Service: EFM shall perform the services and provide the deliverables described and set forth in the Blount County RFP – 2015-2378 and EFM's RFP submission package. This Agreement shall be effective upon execution by both parties for an initial five (5) year period, with the option for up to five (5) successive one-year renewals.

IN WITNESS WHEREOF, EFM and Blount County have executed this Service Agreement as of the day and year first above written.

Blount County (Lessee)

By: _____ (for)
Katie Branham, Purchasing Agent

Date: _____

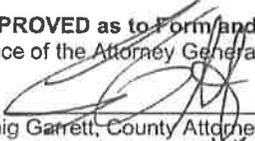
Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., Its attorney in fact

By: _____

Title: _____

APPROVED as to Form and Legality:
Office of the Attorney General

By:  _____ (for)
Craig Garrett, County Attorney

Date: 4-1-16

RESOLUTION NO. 16-04-010

SPONSORED BY: Commissioner Jerome Moon and Commissioner Rick Carver

RESOLUTION OF THE BLOUNT COUNTY LEGISLATIVE BODY ESTABLISHING AN AGREEMENT THAT EXTENDS BEYOND THE END OF THE CURRENT FISCAL YEAR FOR INTERNET FIBER OPTICS SERVICE FOR BLOUNT COUNTY, TN

WHEREAS, the Board of County Commissioners of Blount County, Tennessee has adopted the provisions of Tennessee Code Annotated §5-14-101 et. seq., known as the County Purchasing Law of 1957; and

WHEREAS, Tennessee Code Annotated §5-14-108(m) (1) states that the County Purchasing Agent is authorized to purchase and contract to purchase materials, supplies, equipment and contractual services on a fiscal year basis, but no commitment shall be made which extends beyond the end of the current fiscal year for which appropriations have been made by the county legislative body, except such commitments as are authorized by resolution of the county legislative body; and

WHEREAS, Blount County has the need for fiber optics service; and

WHEREAS, Blount County Purchasing deemed Spectrum Business to be a sole source provider; and

WHEREAS, the agreement negotiated between Blount County and Spectrum Business has been approved as to form by the Attorney for Blount County, Craig Garrett.

NOW THEREFORE, BE IT RESOLVED by the Blount County Legislative Body in session assembled on the 21st day of April 2016 that the Procurement Agreement with Spectrum Business, be duly authorized and approved by Blount County, Tennessee.

BE IT FURTHER RESOLVED that this resolution take effect from and after its passage, and that any part of any proper resolution to the contrary is hereby declared null and void, the public welfare requiring it.

Duly authorized and approved this 21st day of April, 2016.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date



201511204498651

BUSINESS INTERNET ACCESS, VIDEO AND MUSIC SERVICE AGREEMENT

This Service Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Tennessee, LLC , ("Spectrum Business" or "Charter") with a corporate office at 12405 Powerscourt Drive, St. Louis, Missouri 63131 and Blount County, ("Customer") with offices located at 337 COURT ST, MARYVILLE, TN 37804-5906.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. **This Agreement and each Service Order will be effective only after both parties have signed each document.**

**Spectrum Business is the commercial brand of Charter Communications, Inc.*

SERVICE ORDER

Under the Business Internet, Video and Music Service Agreement

CUSTOMER INFORMATION:

Account Name: Blount County

Invoicing Address: _____

Invoicing Special Instructions: _____

SITE-SPECIFIC INFORMATION:

New Renew Change: Order Type: New Customer

Service Location (Address): 337 COURT ST, MARYVILLE, TN 37804-5906

Service Location Name (for purposes of identification): Court House

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

SITE-SPECIFIC INFORMATION:

New Renew Change: Order Type: New Customer

Service Location (Address): 1227 MCARTHUR RD, MARYVILLE, TN 37804-2685

Service Location Name (for purposes of identification): Operations Center

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name			
Phone			
Cell			
Email Address			

MONTHLY SERVICE FEES		
Data Services:		
<u>Base Service :</u>	<u>Court House</u>	
Speed:	300 Mbps (Down/Up)	\$1,870.00
<u>IP Options</u>		
Static IP Package:	BI: IPv4, Static /28 (13 IP pack)	\$0.00
<u>Base Service :</u>	<u>Operations Center</u>	
Speed:	100 Mbps (Down/Up)	\$1,200.00
<u>IP Options</u>		
Static IP Package:	BI: IPv4, Static /28 (13 IP pack)	\$0.00
TOTAL MONTHLY SERVICE FEES		\$3,070.00

** If Customer has selected the Spectrum Business Special Offers, the Section 3(i) of the Commercial Terms of Service (for Spectrum Business Bundle) shall apply.*

ONE-TIME CHARGES
ONE-TIME CHARGES \$0.00

2. TOTAL FEES.

Total Monthly Service Fees of \$3,070.00 are due upon receipt of the monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 60 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-year terms unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
4. **TROUBLE REPORTS SERVICE PERFORMANCE.** Enterprise and Strategic Market Network Operations Center: 866.603.3199. Charter operates and maintains the Enterprise and Strategic Market Network Operations Center ("ESM NOC"), which is staffed 24 hours a day, 7 days a service week, 365 days a year. To report suspected problems with your fiber-based Service(s) call the ESM NOC for support @ 866.603.3199. Charter shall provide a telephone response to such calls within one (1) hour, and, if necessary, initiate a physical response within four (4) hours of receiving Customer's call reporting the problem. Once the ESM NOC representative has received the necessary information, a Customer Trouble Ticket will be assigned and investigation of Trouble Ticket will begin. After the status of the Trouble Ticket has been determined, the ESM NOC will contact Customer's designated contact individual at the appropriate number to discuss the findings.
5. **SERVICE CREDITS.** Customer shall be entitled to one (1) hour of service credit per Site per affected fiber optic-based Service (i.e. circuit) for each hour of Service Interruption if the interruption: (a) exceeds four (4) consecutive hours, (b) is not caused by Customer, or its agents, employees, licensees, or contractors, or a Force Majeure Event, (c) is not caused by Customer-provided equipment or facilities beyond the demarcation point, (d) is not caused by scheduled maintenance, and (e) a Trouble Ticket has been opened within 24 hours of the commencement of the interruption. Service Credits shall not apply to any period of time for which Charter is not granted access, if necessary, to the applicable Customer Site. A "Service Interruption" is the continuous period of time during which a respective Service is not provided substantially as ordered to one or more Customer Sites. A Service

Interruption commences when Charter becomes aware of such Service Interruption of a Service and ends when the Service is operational and the Trouble Ticket is closed.

A Service Credit is calculated as follows:

- * Service Credit = Per Hour Rate X (# of consecutive hours during Service interruption)
- * Per Hour Rate = Per Day Rate/twenty-four (24)
- * Per Day Rate = Monthly Service Charge/thirty (30) days
(30 = average days in one [1] month)

Any Service interruption that exceeds a consecutive period of twelve (12) hours shall be considered an outage for one (1) day.

Example:

If Customer is paying a \$10,000 Monthly Service Fee and a Service interruption of one (1) day (or 24 hours) occurs, the Service Credit shall be equal to \$333.33 and shall be applied on the billing cycle following the date Charter makes its credit determination:

Per Day Rate = \$10,000/30 days = \$333.33
Per Hour Rate = \$333.33/24 hours = \$13.89

Service Credit = 1 day X \$333.33 = \$333.33
OR
24 hours X \$13.89 = \$333.33

Service credits will be based on the Customer's Monthly Service Fee for those Sites and specific Services affected by the Service Interruption. Non-recurring, equipment and usage-based charges are excluded. The sum of all Service Credits shall not exceed the Customer's total Monthly Service Fees for the month in which the Service interruption occurred. The Customer must contact Spectrum Business at 866.603.3199 (or successor applicable toll-free number) to request a Service Credit for a specific Service Interruption. Spectrum Business will exercise commercially reasonable efforts to respond to such Service Credit requests within fifteen (15) business days of receipt thereof. The approved Service Credit will be applied on the billing cycle following the date Charter makes its credit determination. Service Credits shall be Customer's sole and exclusive remedy for Charter's failure to provide Services as ordered.

6. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
7. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.

8. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Agreement, including the Commercial Terms of Service which follow, and hereby execute this Service Agreement by their duly authorized representatives.

Tennessee, LLC

By: Charter Communications, Inc., its Manager

Signature: _____
Printed Name: _____
Title: _____
Date: _____

By: Blount County

Signature: _____
Printed Name: _____
Title: _____
Date: _____

By: Blount County

Signature: _____
Printed Name: _____
Title: _____
Date: _____

By: Blount County Attorney - Approved as to Form

Signature: *[Handwritten Signature]*
Printed Name: *Craig L. Garrett*
Title: *Blount County Attorney*
Date: *2-19-16*

Charter Commercial Subscriber Privacy Policy

TV Internet Phone

Charter Commercial Subscriber Privacy Policy:

Charter takes the protection of our subscribers' ("You," "Your" or "Customer(s)") privacy seriously. The following privacy policy ("Policy") applies to those Charter commercial Customers who subscribe to Charter's commercial video programming, high-speed Internet and/or telephone service (individually and collectively the "Service") and describes the Customer information that Charter collects and retains, how Charter uses and protects it, the limited cases where Charter may disclose some or all of that information, and Your rights under the Cable Communications Policy Act of 1984 ("Cable Act"). Depending upon the Charter Service to which You subscribe, parts of this Policy may not be applicable to You. Charter values Your privacy and considers all personally identifiable information contained in our business records to be confidential. Please review this Policy and, if You are a Charter telephone service subscriber, the attached Customer Proprietary Network Information ("CPNI") Policy (the "CPNI Policy"), in conjunction with Your service agreement, terms of service and acceptable use policy ("Your Service Agreement"). Charter will provide You copies of this Policy annually and the CPNI Policy at least once every two years, whether or not we have revised the policies. We may modify this Policy at any time. The most current version of this Policy can be found on www.charter.com. If you find the changes unacceptable and if those changes materially and adversely impact Your use of the Service, you may have the right to cancel Your Service under Your Service Agreement. If you continue to use the Service following the posting of a revised Policy, we will consider that to be your acceptance of and consent to the Policy as revised.

What type of information does Charter collect?

Charter collects both personally identifiable information and non-personal information about You when You subscribe to our Service. Charter uses its system to collect personally identifiable information about You: (a) when it is necessary to provide our services to You; (b) to prevent unauthorized reception of our services; and (c) as otherwise provided in this Policy. Charter will not use the system to collect Your personally identifiable information for other purposes without Your prior written or electronic consent. Charter also collects personally identifiable and non-personal information about You when You voluntarily provide information to Charter, as may be required under applicable law, and from third parties, as described in this Policy.

Personally identifiable information is any information that identifies or can potentially be used to identify, contact, or locate You. This includes information that is used in a way that is personally identifiable, including linking it with identifiable information from other sources, or from which other personally identifiable information can easily be derived, including, but not limited to, name, address, phone or fax number, email address, spouses or other relatives' names, drivers license or state identification number, financial profiles, tax identification number, bank account information, and credit card information. Personally identifiable information does not include information that is collected anonymously (i.e., without identification of the individual or business) or demographic information not connected to an identified individual or business.

Non-personal information, which may or may not be aggregated information about our Customers and may include information from third parties, does not identify individual Customers. Charter may combine third party data with our business records as necessary to better serve our Customers. Examples of non-personal information include IP addresses, MAC addresses or other equipment identifiers, among other data. Our systems may automatically collect certain non-personal information when You use an interactive or transactional service. This information is generally required to provide the service and is used to carry out requests a Customer makes through a remote control or set-top box.

We may also collect and maintain information about Your account, such as billing, payment and deposit history; maintenance and complaint information; correspondence with or from You, information about the service options that You have chosen; information on the equipment You have, including specific equipment identifiers; and information about Your use of our services, including the type, technical arrangement, quantity, destination and amount of use of certain of those services, and related billing for those services.

Charter also collects customer-provided customization settings and preferences. By using our service, You consent to our collection of this information and other information communicated to Charter such as correspondence, responses to surveys or emails, information provided in chat sessions with us, registration information, or participation in promotions or contests.

If You subscribe to our video service, then in certain of our systems, our set-top boxes automatically collect information that may be used to determine which programs are most popular, how many set-top boxes are tuned to watch a program to its conclusion and whether commercials are being watched, as well as other audience-measurement focused information. Our processes are designed to track

this information and audience statistics on an anonymous basis. Information such as channel tuning, the time the channel is changed, and when the set-top box is "on" or "off" is collected at a secure database in an anonymous format. Charter, or our contractors or agents, may from time to time share the anonymous information with our advertisers, content providers, or other third parties with whom we have a relationship. We will not provide our advertisers, content providers, or these other third parties with personally identifiable information about You unless we have received Your consent first, except as required by law. (See "Who sees the information collected by Charter?")

Why does Charter collect personally identifiable information?

- Charter collects and uses personally identifiable information to:
- properly deliver our Services to You;
 - provide You with accurate and high quality customer service;
 - perform billing, invoicing and collections;
 - provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
 - protect the security of the system, prevent fraud, detect unauthorized reception, use, and abuse of Charter's Services or violations of our policies or terms of service;
 - keep You informed of new or available products and services;
 - better understand how the Service is being used and to improve the Service;
 - manage and configure our device(s), system(s) and network(s);
 - maintain our accounting, tax and other records; and
 - comply with applicable federal and state laws and regulations, as well as for the general administration of our business.

If You use an interactive or transactional service, for example, responding to a survey or ordering a pay-per-view event, the system will collect certain additional personally identifiable information, such as account and billing information or Customer-provided locale and service preferences, to properly bill You for the services purchased and to provide You with a more personalized experience. In addition, certain information such as Your connections to our system is automatically collected to, for example, make it possible for Your digital boxes to receive and process the signals for the services You order.

Charter may also collect personally identifiable information from third parties to enhance our customer database for use in marketing and other activities. Charter also collects personally identifiable information from third parties to verify information You have provided us and collects personally identifiable information from credit reporting agencies to, for example, determine Your creditworthiness, credit score, and credit usage. Charter also may maintain research records containing information obtained through voluntary subscriber interviews or surveys.

If You subscribe to our high-speed Internet service, Charter transmits personally identifiable and non-personal identifiable information about You over the Service when You send and receive e-mail and instant messages, transfer and share files, make files accessible, visit websites, or otherwise use the Service and its features. Our transmission of this information is necessary to allow You to use the Service as You have chosen and to render the Service to You.

Who sees the information collected by Charter?

Charter will only disclose personally identifiable information to others if: (a) Customer provides written or electronic consent in advance, or (b) it is permitted or required under federal or applicable state law. Specifically, federal law allows Charter to disclose personally identifiable information to third parties:

- when it is necessary to provide Charter's services or to carry out Charter's business activities;
- as required by law or legal process; or
- for mailing list or other purposes, subject to Your ability to limit this last type of disclosure.

To provide services and carry out our business activities, certain authorized people have access to Your information, including our employees, entities affiliated through common ownership or control with Charter and third parties that provide and/or include: billing and collection services; installation, repair and customer service subcontractors or agents; program guide distributors; software vendors; program and other service suppliers for audit purposes; marketers of Charter's products and services; third party auditors; our attorneys and accountants; and/or strategic partners offering or providing products or services jointly or on behalf of Charter. The frequency of disclosures varies according to business needs, and may involve access on a regular basis. Charter restricts third parties' use of Your information to the

purposes for which it is disclosed and prohibits third parties from further disclosure or use of Your personally identifiable information obtained from us, whether for that third party's own marketing purposes or otherwise.

Unless You object in advance, federal law also allows Charter to disclose through "mailing lists," personally identifiable information, such as Your name, address and the level of Your service subscription, to non-affiliated entities, including advertisers and marketing entities, for non-service related purposes, including product advertisement, direct marketing and research. Under no circumstances will Charter disclose to these advertising entities the extent of Your viewing habits or the transactions You make over the system. Charter, or our contractors or agents, may from time to time share non-personal and/or aggregate information such as the number of Service subscribers who match certain statistical profiles (for example, the number of subscribers in various parts of the country) with our advertisers, content providers, or other third parties with whom we have a relationship.

We may provide anonymous data to third parties who may combine it with other information to conduct more comprehensive audience analysis for us and for television advertisers. This data helps program networks and cable operators decide on which programs, channels, and advertising to carry. Charter may also use that information to distribute targeted advertising to You without having disclosed any of Your personally identifiable information to the advertisers. These advertisements may invite interactive or transactional follow-up from You. By using any of Charter's interactive services, You consent to our collection of this additional information. Unless You consent first or except as required by law, only anonymous information is disclosed to audience measurement services.

As part of its business activities, if Charter enters into a merger, acquisition, or sale of all or a portion of our assets, Charter may transfer Customers' personally identifiable and non-personal information as part of the transaction.

If You subscribe to our telephone service, Your name, address and/or telephone number may be transmitted via Caller ID, published and distributed in affiliated or unaffiliated telephone directories, and available through affiliated or unaffiliated directory assistance operators. We take reasonable precautions to ensure that non-published and non-listed numbers are not included in the telephone directories or directory assistance services, although we cannot guarantee that errors will never occur. Please note that Caller ID blocking may not prevent the display of Your name and/or telephone number when You dial certain business numbers, 911, 900 numbers or toll-free 800, 866, 877 or 888 numbers.

If allowed by and after complying with any federal law requirements, Charter may disclose personally identifiable information about Customer to representatives of government or to comply with valid legal process, except as provided below, disclosures shall not include records revealing Customer's selection of video programming. Disclosures to representatives of government may be made pursuant to an administrative subpoena, warrant, court order, our reasonable discretion in cases of emergency or serious physical injury, or other permitted means. In these situations, Charter may be required to disclose personally identifiable information about a Customer without Customer's consent and without notice to the Customer. Law enforcement agencies may, by federal or state court order, and without notice to You, obtain the right to install a device that monitors Your internet and e-mail use, including addresses of email sent and received and in some cases the content of those communications; and/or Your use of our telephone service, including listings of incoming and outgoing calls and in some cases the content of those calls. In some instances where there are valid legal requests for or orders for disclosure of Your information, we may notify You of the requests or orders and then it may be up to You to object or take specific action to prevent any disclosures pursuant to those requests or orders.

Where a governmental entity is seeking personally identifiable information of a Customer who subscribes to Charter's video services only or records revealing Customer's selection of video programming, the Cable Act requires a court order and that the video subscriber be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the prosecution of the case. Except in certain situations (such as with respect to those who owe, or are owed, welfare or child support) state welfare agencies may obtain the names, addresses, and certain other Customer information as it appears in Charter's subscriber records under the authority of an administrative subpoena.

We may also use or disclose personally identifiable information about You without Your consent (a) to protect our Customers, employees, or property, (b) in emergency situations, (c) to enforce our rights in court or elsewhere, or directly with You, for violations of service terms, conditions or policies and/or (d) in order to comply with the Digital Millennium Copyright Act or as otherwise required by law, for example, as part of a regulatory proceeding.

Note to California Customers Regarding Your Privacy Rights:

California law requires Charter provide to certain Customers, upon request, certain information regarding the sharing of personally identifiable information to third parties for their direct marketing purposes. As mentioned above, Charter does not share personally identifiable information with unaffiliated third parties for their own direct marketing purposes. However, Charter may share personally identifiable information with some some-branded affiliates for those affiliates' direct marketing purposes (and, if a Charter telephone subscriber, then subject to the restrictions in the attached CPNI Policy). If You make a request by phone or on-line, Charter will provide You with the number of its some-branded affiliates in California and a list of personal information that it may have shared with some or all such affiliates.

Can I prohibit or limit Charter's use and disclosure of my personally identifiable information?

If You do not want Your name, address, level of service or other personally identifiable information disclosed to third parties in a "mailing list" as explained above, please register this preference at <http://unsubscribe.charter.com> or by contacting us by telephone at 1-888-GET-CHARTER. Customers of our video service cannot opt-out of the collection of audience measurement data.

Also, if You do not want to receive marketing messages (e.g., phone calls, emails, and direct mail) from Charter, You may call 1-888-GET-CHARTER or visit <http://unsubscribe.charter.com> and make a request to have your privacy preferences updated. Please note that such request will not eliminate all telephone calls, emails or direct mail sent to You from Charter as Charter may still continue to send non-marketing account-related messages to You.

How long does Charter maintain personally identifiable information?

Charter will maintain personally identifiable information about You as long as You are a subscriber to Charter's Service and as long as necessary for the purpose for which it was collected. If You are no longer a subscriber to any Charter Service and the information is no longer necessary for the purpose for which it was collected, Charter will only keep personally identifiable information as long as necessary to comply with laws governing our business. These laws include, but are not limited to, tax and accounting requirements that require record retention. Charter will also maintain personally identifiable information to satisfy pending requests for access by a subscriber to his/her information or pursuant to a court order. Charter will destroy Customers' personally identifiable information when the information is no longer necessary for the purpose for which it was collected, when there are no longer pending requests for such information, and when it is no longer necessary to retain the information under applicable laws.

How does Charter protect customer information?

Charter takes the security of our Customers' personally identifiable information seriously. Charter takes such actions as are reasonably necessary to prevent unauthorized access by entities other than Charter to personally identifiable information. Charter uses security and/or encryption technology to secure certain sensitive personally identifiable information when it collects such information over the system. Charter restricts access to its customer database and secures the content by use of firewalls and other security methods. Charter limits access to databases containing Customers' personally identifiable information to those specifically authorized employees and agents of Charter and other parties identified in the "Who sees the information collected by Charter?" section above. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

You need to help protect the privacy of Your own information. You and others who use Your equipment must not give identifying information to strangers or others whom You are not certain have a right or need to the information. You also must take precautions to protect the security of any personally identifiable information that You may transmit over any home networks, wireless routers, wireless fidelity (WIFI) networks or similar devices by using encryption and other techniques to prevent unauthorized persons from intercepting or receiving any of Your personally identifiable information. You are responsible for the security of Your information when using unencrypted, open access or otherwise unsecured networks in Your home. For more information on things you can do to help protect the privacy of Your own information, visit www.charter.com/security or www.OnGuardOnline.gov.

Can I see the information that Charter collects about me?

You have a right under the Cable Act to see Your personally identifiable information that Charter collects and maintains. The information Charter has about its Customers is maintained at the local offices where service is provided, in our systems, and at our corporate headquarters. If You would like to see Your information, please send a written request to Your local Charter office. To find the location of your local office please visit www.charter-business.com. Charter will be glad to make an appointment for You to come in to Your local office during regular business hours. If Your review

reveals an error in our records, Charter will correct it. You may also be able to access certain information about You or Your account by telephone or online at www.charter-business.com, depending upon the information You have provided.

Does Charter protect children's privacy?

Charter is concerned about children's privacy and does not knowingly collect personally identifiable information from anyone under the age of 13 over its Service unless otherwise expressly identified. At those specific parts of our Service, Charter will provide a special notice or other information describing the additional privacy protections that may apply. Charter urges children to always obtain a parent or legal guardian's permission before sending any information about themselves over the internet and urges parents and legal guardians to be vigilant regarding children's internet usage. Other services or web pages accessed through Charter's Service may have different policies on collection of information pertaining to children and You should consult their privacy policies and read their notices if You have any concerns about the collection or use of such information by those entities.

How does Charter use cookies and web beacons?

A cookie is a small file that stores information in Your browser on Your computer. Charter places cookies in Your browser that contain some of the information You provide when You register with us and when You set up a personalized service or customize Your settings and preferences on our websites. Charter does not store highly sensitive personal information such as Your password, e-mail address or credit card number in cookies. Cookies enable Charter to summarize overall usage patterns for analysis. In addition, Charter uses cookies to provide personalized services such as saving your astrological sign on Charter.net. Charter may also use cookies to provide a more useful online experience, such as allowing You to quickly enter a sweepstakes if You're already logged on.

A web beacon is an invisible graphic on a web page that is programmed to collect non-personally identifiable information about Your use of a given site. Like cookies, web beacons allow Charter and its technology providers to summarize overall usage patterns for our analysis and provide personalized services. Charter does not share or provide personally identifiable information we may collect, such as names, e-mail addresses and phone numbers with our advertisers without Your express permission. However, Charter may provide site usage information linked to your personally identifiable information to law enforcement or others in compliance with valid legal process or in other situations as stated in the "Who Sees the Information Collected by Charter?" paragraphs above.

You may opt-out of the cookies delivered by Charter on its websites by changing the setting on Your browser. Depending on Your privacy settings, please be aware that this may disable all cookies delivered to Your browser, not just the ones delivered by Charter.

Targeted Marketing

Charter wants to make its advertisements for its goods and services more relevant to You. Charter collects and uses non-personal information, such as information about Your visits to our websites and IP address, and personally identifiable information, such as information You provide Charter and from Your Charter account (see "What type of information does Charter Collect?"), to identify and present such tailored advertisements for Charter's goods and services. In addition, Charter may partner with a third-party advertising company who may utilize cookies, web beacons, or other technology to deliver or facilitate the delivery of targeted advertisements about Charter's goods and services on third-party websites. Charter will not provide this partner with access to Your name, address, e-mail address, telephone number or other personally identifiable information. When these targeted online advertisements are based on Your personally identifiable information and displayed on third-party websites, You may opt-out by going to <http://unsubscribe.charter.com> and requesting to have Your privacy preferences updated. After doing so, we recommend that You also remove any unwanted cookies from Your browser. For more information on how to adjust these settings go to Charter.com > Support > Internet Help.

What can I do if I believe Charter has violated my rights?

You may enforce the limitations imposed on us by federal law with respect to the collection and disclosure of personally identifiable subscriber information about You, through a civil action under federal law, in addition to other rights and remedies that may be available to You under federal or other applicable laws.

What if I have any questions?

If You have any questions about our privacy protections and policies, please contact Your local customer service office. You can find the phone number for Your local customer service office on Your monthly bill statement or by visiting Charter's website at www.charter-business.com.

IMPORTANT NOTE:

This Policy does not apply to Your use of any Charter website. You should review the privacy policy applicable to each site, which is available under the "Your Privacy Rights" or "Privacy Policy" section of each Charter website. This Policy also does not apply to those residential customers who subscribe to Charter's residential video programming, high-speed internet and/or telephone service. The Residential Subscriber Privacy Policy is available under the "Your Privacy Rights" section of www.charter.com.

Effective: May 4, 2010

Charter Commercial Customer Proprietary Network Information (CPNI) Policy

The following CPNI Policy is in addition to requirements set forth in Charter's Commercial Subscriber Privacy Policy and is subject to some permitted uses and disclosures of your name, address, and/or telephone number outlined in the Privacy Policy. The information that we have (1) relating to the quantity, technical configuration, type, destination, location, and amount of Your use of telephone service, and (2) contained on Your telephone bill concerning the telephone services that You receive is subject to additional privacy protections. That information, when matched to Your name, address, and telephone number is known as "Customer Proprietary Network Information," or CPNI for short. Examples of CPNI include information typically available from details on a customer's monthly telephone bill -- the type of line, technical characteristics, class of service, current telephone charges, long distance and local service billing records, directory assistance charges, usage data, and calling patterns. As a subscriber to our telephone services, You have the right, and Charter has a duty, under federal law to protect the confidentiality of CPNI. Charter offers many communications-related services, such as, for example, Charter internet services. From time to time we would like to use the CPNI information we have on file to provide You with information about our communications-related products and services or special promotions. Our use of CPNI may also enhance our ability to offer products and services tailored to Your specific needs. We would like Your approval so that we, our agents, affiliates, joint venture partners, and independent contractors may use this CPNI to let You know about communications-related services other than those to which You currently subscribe that we believe may be of interest to You. You do have the right to restrict this use of CPNI.

IF WE DO NOT HEAR FROM YOU WITHIN 30 DAYS OF THIS NOTIFICATION, WE WILL ASSUME THAT YOU APPROVE OUR USE OF YOUR CPNI FOR THE PURPOSES OF PROVIDING YOU WITH INFORMATION ABOUT OTHER COMMUNICATIONS-RELATED SERVICES. YOU HAVE THE RIGHT TO DISAPPROVE OUR USE OF YOUR CPNI, AND MAY DENY OR WITHDRAW OUR RIGHT TO USE YOUR CPNI AT ANY TIME BY CALLING THE TELEPHONE NUMBER REFLECTED ON YOUR MONTHLY BILLING STATEMENT OR 1-888-GET-CHARTER. We will also honor any restrictions applied by state law, to the extent applicable. Charter also offers various other services that are not related to the communications services to which You subscribe. Under the CPNI rules, some of those services, such as Charter video services, are considered to be non-communications related services. Occasionally, You may be asked during a telephone call with one of our representatives for Your oral consent to Charter's use of Your CPNI for the purpose of providing You with an offer for products or services not related to the telephone services to which You subscribe. If You provide Your oral consent for Charter to do so, Charter may use Your CPNI for the duration of such telephone call in order to offer You additional services. Any action that You take to deny or restrict approval to use Your CPNI will not affect our provision to You, now or in the future, of any service to which You subscribe. You may disregard this notice if You previously contacted us in response to a CPNI Notification and denied use of Your CPNI for the purposes described above. Any denial of approval for use of Your CPNI outside of the service to which You already subscribe is valid until such time as Your telephone services are discontinued or You affirmatively revoke or limit such approval or denial. The CPNI Policy above may be required by law to apply to our Voice over Internet Protocol, or, IP voice services.

Effective: May 4, 2009

COMMERCIAL TERMS OF SERVICE

1. **AGREEMENT TERM.** This Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Agreement.
2. **SERVICE.** Charter shall provide the Services during the Service Period to Customer at the site(s) identified in the Service Order(s). "Service Period" is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).
3. **STANDARD PAYMENT TERMS.** Customer shall pay fees and charges for the Services in the amount specified on the Service Order in accordance with this Agreement. A one-time charge ("OTC") is a nonrecurring fee for construction, Service installation charge(s), repair, replacement, or any other nonrecurring costs or charges. "Equipment" means the components (e.g., any gateway or edge electronic device, node, router, switch, communications lines/cables, etc.) that make up the Network. "Network" means all of the physical elements necessary to provide the Services.
 - (a) **Charges.** Customer shall pay all associated charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s) or invoiced by Charter. These charges may include, but are not limited to a monthly service fee ("MSF"), nonrecurring fees for construction, installation, repair, replacement or other one-time charges ("OTC"), usage charges such as, pay-per-view charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated), MSFs shall be subject to increases attributable to programming, license, copyright, retransmission and/or other similar costs imposed upon Charter, Charter shall provide not less than thirty (30) days prior notice to Customer of any MSF change.
 - (b) **Taxes, Surcharges, and Fees.** Customer shall pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. A copy of Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. Charter reserves the right from time to time to change the surcharges for Services under this Agreement to reflect the charges or payment obligations imposed on Charter which Charter is permitted or required under applicable law to pass through to Customer (e.g., universal service fund ("USF") charges, franchise fees etc.).
 - (c) **Change Requests.** Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable site are the sole financial responsibility of Customer. Charter shall notify Customer, in writing, of any additional OTCs and/or adjustments to MSFs associated with or applicable to such Customer change requests prior to making any such additions or modifications. Customer's failure to accept such additional charges within three days of receiving such notice shall be deemed a rejection by Customer, and Charter shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MSFs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
 - (d) **Site Visits and Repairs.** If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to the Customer site for inspection, correction or repair, Charter may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.
 - (e) **Invoicing Errors.** Customer must provide written notice to Charter of any invoice errors or disputed charges within 30 days of the invoice date on which the errors and/or disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged.
 - (f) **Late Fees.** Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of not more than 1.5% per month or the maximum amount permitted by law.
 - (g) **Non-payment.** If Services are suspended due to late payment, Charter may require that Customer pay all past due charges, a reconnect fee, and one or more MSFs in advance before reconnecting Services.
 - (h) **Collection Fees.** Charter may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Charter in collecting any unpaid amounts due under this Agreement.
 - (i) **Bundled Pricing.** If Customer has selected a Spectrum Business Bundle ("SBB") specifically, the following conditions shall apply:
 - i. In consideration for Customer's purchase of all Services in the SBB and only with respect to that period of time during which Customer continues to purchase such SBB, Charter shall apply a discount to the Services ordered under the applicable Service Order(s). Such discount has been applied to the Services included in Charter's bundled pricing offer and is reflected in the MSF for such Services.

- ii. Upon discontinuation or termination by Customer of any component of a Service of the applicable SBB, the pricing for the remaining Services shall revert to Charter's a la carte pricing for such Services in effect at the time. Termination liability applicable to the Services under this Agreement shall otherwise remain unchanged.

4. SERVICE LOCATION ACCESS AND INSTALLATION.

- (a) Access. Charter will require reasonable access to each service location listed on a Service Order ("Service Location") as necessary for Charter to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Services. If Customer owns or controls the Service Location(s), Customer grants Charter permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with Charter's assistance, appropriate right of access. If such right of access for Charter is not obtained by either party, then Charter's obligations with respect to such Service Location shall be considered null and void.

- (b) Installation Review: Subsequent Interference. Charter may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Charter with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If Charter determines that safe installation and/or activation of one or more of the Services will have negative consequences to Charter's personnel or Network or cause technical difficulties to Charter or its customers, Charter may terminate the Service Order effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services.

If during a Service Period, or any renewal thereof, (i) proper operation of Equipment or provision of a Service is no longer unhindered or possible as a result of interference or obstruction due to any cause other than Charter or (ii) such interference/obstruction or its cause may endanger, hinder, harm or injure Charter's personnel or Network and/or cause technical difficulties to Charter or its customers, Charter may terminate the affected Service Order(s) without liability upon written notice to Customer.

- (c) Site Preparation. Customer shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or maps prior to installation or maintenance work to be undertaken by Charter.
- (d) Installation. Charter will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation. If

during the course of installation Charter determines additional work is necessary to enable Charter to deliver the Services to the Service Location, Charter will notify Customer of any additional OTCs. If Customer does not agree to pay such OTCs by executing a revised Service Order within five business days of receiving the same, Customer and Charter shall each have the right to terminate the applicable Service Order. Customer shall connect Customer's computer or network to applicable Charter-provided Equipment to enable access to the Services. Charter shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation.

- (e) Ongoing Visits. Charter will need periodic access for inspection, operation and maintenance of the Network. Except in emergency situations, Charter will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering Customer Premises. At Charter's request, Customer, or a representative designated by Customer, will accompany Charter's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

5. EQUIPMENT AND MATERIALS.

- (a) Responsibilities and Safeguards. Except as otherwise provided in this Agreement or any Service Order(s), neither party shall be responsible for the maintenance or repair of cable, electronics, structures, Equipment or materials owned by the other party; provided, however, that subject to the indemnification limitations set forth in this Agreement, each party shall be responsible to the other for any physical damage or harm such party causes to the other party's personal or real property through the damage-causing party's negligence or willful misconduct. Customer shall:

- i. Safeguard Equipment against others;
- ii. Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
- iii. Not hire nor permit anyone other than personnel authorized by Charter acting in their official capacity to perform any work on Equipment; and
- iv. Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Charter.

Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, termination of this Agreement and/or legal action, and Charter shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Agreement in addition to reasonable collection costs including reasonable attorney fees. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed on the Premises which interferes with the Services, Charter shall

not be obligated to distribute a signal to the Premises better than the highest quality which can be furnished without additional cost to Charter as a result of such interference, until such time as the interference is eliminated.

- (b) Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service and/or Equipment. Charter may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.
- (c) Ownership. Notwithstanding any other provision contained in this Agreement to the contrary, all Equipment and materials installed or provided by Charter are and shall always remain the property of Charter, shall not become a fixture to the Premises, and must be returned to Charter at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Agreement.
- (d) Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of this Agreement and/or Service Order(s) ("Termination"), at the discretion of Charter, Customer shall return, or allow Charter to retrieve, the Equipment supplied by Charter to Customer. Failure of Customer to return, or allow Charter to retrieve, Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to the retail cost of replacement of the unreturned Equipment. Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by Charter in obtaining or attempting to regain possession of such Equipment, including reasonable attorney fees.

6. **ADMINISTRATIVE WEB SITE.** Charter may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Charter may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Charter if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Charter shall only be entitled to rely on all Customer uses of and submission to the

Administrative Web Site as authorized by Customer. Charter shall not be liable for any loss, cost, expense of other liability arising out of any Customer use of the Administrative Web Site, Charter may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

- 7. **VIDEO, MUSIC AND CONTENT SERVICE.** This Video, Music and Content Service Section shall only apply if Video, Music and Content Services are included in a Service Order under this Agreement; however, continued use or reception of the Video Services is subject to the provisions of this Agreement.
 - (a) Music Rights Fees. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.
 - (b) Premium and Pay-Per-View. Customer may not: (i) exhibit any premium Services such as HBO or Showtime in any public or common area; (ii) order or request Pay-Per-View (PPV) programming for receipt, exhibition or taping in a commercial establishment; or (iii) exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Charter's prior written consent.
 - (c) HD Formatted Programming. If Customer has selected High Definition ("HD") formatted programming, Customer is responsible for provision, installation and maintenance of the receiving equipment and/or facilities necessary for its reception and display. Any failure of Customer to fulfill the foregoing obligation shall not relieve Customer of its obligation to pay the applicable MSFs or OTCs for the HD formatted programming.
 - (d) Provision of Service. Without notice, Charter may preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, line-up applicable to, and/or distribution of its Video Services.
 - (e) Restrictions. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the Services (or any part thereof); or (ii) transmit the Services by any television or radio broadcast or by any other means or use the Services outside the Service Location. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. With respect to the music programming comprising a

portion of the Services, Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the Services are being performed or are to be performed; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Services; or (iii) insert any commercial announcements into the Services or interrupt any performance of the Services for the making of any commercial announcements.

8. INTERNET ACCESS SERVICE. This Internet Access Service Section shall only apply if Internet Access Services are included in a Service Order under this Agreement; however, continued use of the Internet Service shall be subject to the provisions of this Agreement.

- (a) Customer shall (i) maintain certain minimum equipment and software to receive the Service (see www.business.spectrum.com (or the applicable successor URL) for the current specifications); (ii) ensure that any person who has access to the Internet Services through Customer's computer(s), Service Location, facilities or account shall comply with the terms of this Agreement, (iii) be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of Customer's computers, service locations, facilities or account using the Internet Services.
- (b) Internet Service Speeds. Charter shall use commercially reasonable efforts to achieve the Internet speed selected by Customer on the Service Order, however, actual Internet speeds may vary. Many factors affect speed including, without limitation, the number of workstations using a single connection.
- (c) Electronic Addresses. All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by Charter are the property of Charter. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.
- (d) Changes of Address. Charter may change addressing schemes, including e-mail and IP addresses.
- (e) No Liability for Risks of Internet Use. The Service, Charter's network and the Internet are not secure, and others may access or monitor traffic.
- (f) No Liability for Purchases. Customer shall be solely liable and responsible for all fees or charges for online services, products or information. Charter shall have no responsibility to resolve disputes with other vendors.
- (g) Blocking and Filtering. Customer assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Service. Except to the extent set forth in the Supplemental Spectrum Business Security Service Section, Charter shall not be responsible in any manner for the effectiveness of these blocking and

filtering technologies. Charter does not warrant that others will be unable to gain access to Customer's computer(s) and/or data even if Customer utilizes blocking and filtering technologies, nor does Charter warrant that the data or files will be free from computer viruses or other harmful components. Charter has no responsibility and assumes no liability for such acts or occurrences.

(h) Acceptable Use Policy. Customer shall comply with the terms of Charter's Acceptable Use Policy ("AUP") found at www.business.spectrum.com (or the applicable successor URL) and that policy is incorporated by reference into this Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Charter with or without notice to Customer. Charter may suspend Service immediately for any violation of the Charter AUP.

9. SUPPLEMENTAL SERVICES. The following Subsections shall only apply in the event the referenced supplemental service has been selected by and are being delivered to Customer. The supplemental services (also "Services") may be made up of software and hardware components. Charter shall ensure the supplemental services are operational and updated from time-to-time based on manufacturer-sent updates. Except to the limited extent described in the foregoing sentence, Charter makes no warranties of any kind (express or implied) regarding the supplemental services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, noninfringement, merchantability, and fitness for a particular purpose). Charter does not have title to and is not the manufacturer of any software or hardware components of the supplemental services nor is Charter the supplier of any components of such software or hardware. Customer shall return or destroy all software components provided to Customer upon the termination of the applicable Service Order, and in the case of the destruction thereof, shall, upon request, provide Charter with certification that such components have been destroyed. IN NO EVENT SHALL CHARTER BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY SUPPLEMENTAL SERVICES.

- (a) Hosting. This Hosting Service subsection shall only apply if one of Charter's Hosting Services ("Hosting") is included as part of the Service in a Service Order under this Agreement. Charter will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected on the Service Order.
 - i. Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information (collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to

and Customer shall comply with applicable product use rights/end user license agreements between such third parties and Customer. Without abrogating or limiting anything set forth in the Sections: Internet Access Service, this Section, No Third-Party Support, Customer Use or Performance, Charter (not the manufacturer) shall provide technical support for Hosting Service, but version changes of any such software compatibility and/or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of Third Party Software, of Customer's name and any other necessary information for the limited purpose of licensing rights. Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act. **COPYING OR REPRODUCTION OF THE HOSTING SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS APPROVED IN WRITING BY CHARTER.**

- ii. Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name. Charter does not guarantee that Customer will be able to register or renew a desired domain name.
- iii. Specification Limitations. Individual websites may not at any time exceed the Hosting specifications identified on the applicable Service Order. If Customer's Hosting account exceeds the applicable specifications or is adversely impacting Charter's network or server(s), Charter may (i) contact Customer to resolve the issues; or (ii) if Customer has exceeded the then-applicable specifications in any given month, upgrade account on the next available billing cycle to the next service level tier or suspend or terminate the Hosting Service.

Notwithstanding anything to the contrary, if Customer's use of the Hosting Service is causing an adverse impact on Charter's network or servers, Charter may suspend or terminate the Hosting Service without notice.
- iv. Limitation of Charter-provided Services. Certain services are not provided by Charter as part of the Hosting Service (e.g., Charter does not provide nor offer webpage creation, development, design or content services).
- v. Hosting Fees. The applicable Service Order sets forth the MSFs for the Hosting Service. Customer is responsible for payment whether or not the hosting platform is used and whether or not it

functions properly, unless such failure is caused by Charter.

- vi. Content Liability and Use Restrictions. Charter exercises no control over the content of the information passing through Customer's site(s) and it is Customer's sole responsibility to ensure that Customer and Customer's users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Charter shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service. If Customer engages in any of the following prohibited activities, Charter shall have the right to suspend or terminate the Hosting Services and/or this Agreement:
 - 1. The hosting of unlicensed software.
 - 2. Use of software or files that contain computer viruses or files that may harm user's computers;
 - 3. Any attempt or actual unauthorized access by Customer or through Customer's equipment to any Charter website or the website of any Charter customer;
 - 4. The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the term of this Agreement and for three years thereafter;
 - 5. Any action or inaction which is harmful or potentially harmful to the Charter server structure;
 - 6. Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on your website; or
 - 7. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.
- vii. Impositions on Customer's End Users. Customer is responsible for charging and collecting from its end users any and all applicable taxes. If Customer fails to impose and/or collect any tax from its end users then, as between Charter and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the Charter Indemnified Parties (defined below) harmless for any costs incurred or taxes or fees paid due to actions taken by the applicable taxing

authority to collect any such tax from Charter due to Customer's failure to comply with this Section.

(b) SB Security Service – Desktop and Managed. Charter's managed security service, SB Managed Security, and desktop security service, SB Desktop Security (collectively, "SB Security Service") are each made up of software and hardware components. Charter shall ensure that the selected SB Security Service(s) is/are operational and updated from time-to-time based on manufacturer-sent updates. Charter is not the manufacturer of any software or hardware components of either Spectrum Business Security Service nor is Charter the supplier of any components of such software or hardware.

(c) SB Back-Up Service. For Charter's data storage service ("SB Back-up"), Customer shall be assessed applicable OTCs and MSFs which shall be based upon Customer's selection of version retention quantity and storage tier (e.g., five gigabits). The version retention quantity selected specifies the maximum number of separate versions of a document that will be retained (running in sequential order based on the last version created). For example, if Customer has selected "seven" as the version retention quantity, Customer will be able to access the last seven versions of a particular document. In addition to OTCs and MSFs, monthly storage overage fees shall apply each month Customer exceeds the respective subscribed storage level. Additional OTCs and MSFs also apply to Customer-requested media and/or professional services.

Charter is not the manufacturer or supplier of any SB Back-Up software components. Customer shall be responsible for updating SB Back-Up from time-to-time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Charter from any responsibility to ensure that SB Back-Up remains operational.

If the functionality of SB Back-Up cannot be maintained by Charter, Charter shall have the right to discontinue providing the Service immediately and Charter shall credit Customer's account for any pre-paid MSFs attributable to the Service, except where such lack of functionality is caused by Customer or any end user gaining access to the Service through Customer's facilities, equipment, or point of access. Customer shall not be relieved of its responsibility to continue to pay for SB Back-Up in the event SB Back-Up does not function properly as a result of Customer's failure to install and configure the software, activate the service or install manufacturer-provided updates.

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT (1) IT IS CUSTOMER'S SOLE RESPONSIBILITY TO CREATE AND RETAIN THE SB BACK-UP PASSWORD THAT IS NECESSARY FOR ACCESS TO ANY DATA STORED VIA THE SB BACK-UP SERVICE AND (2) CHARTER HAS NO ACCESS TO AND DOES NOT KNOW NOR KEEP ANY RECORD OF THE PASSWORD CREATED BY CUSTOMER. FAILURE BY CUSTOMER TO RETAIN CUSTOMER'S SB BACK-UP PASSWORD SHALL RESULT IN COMPLETE LOSS

OF ACCESSIBILITY TO DATA STORED VIA SB BACK-UP.

10. DATA NETWORKING (aka "DATA TRANSPORT"). Charter will provide Data Networking Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more customer end-points under a unique customer topology. Charter will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Charter will also supply an edge device at each site that will be capable of receiving the Service as specified in the Service Order(s).

i. Charter will terminate fiber-optic cable on a patch panel or provide a coaxial outlet at an agreed upon minimum point of penetration (MPOP) up to 50 feet within each facility (unless otherwise specified in the Service Order). If the hand-off point of the Data Networking Service at Customer's premise exceeds this distance, Customer may be responsible for any additional costs for internal wiring.

ii. Customer will make available to Charter a building ground connection at each location that meets current electrical codes for the placement of a fiber-optic patch panel and/or coaxial outlet. Unless otherwise specified in the applicable Service Order, it is recommended that Customer provide a separate 20 Amp 110V AC circuit for the edge electronics, which is powered by a UPS system. Customer-supplied routing will be necessary for communication between each Service Location.

iii. If Customer has selected "Monitoring" for a Service, Charter shall monitor the Services 24 hours a day, seven days a week. Customer shall contact the Enterprise and Strategic Marketing Network Operations Center at 1-866-603-3199 or subsequent number to report Data Networking Service problems. Additional fees may apply for Monitoring over coaxial cable.

iv. In the event Customer is receiving Data Networking Services: Optical Ethernet EP-LAN or EVP-LAN, Charter recommends that the Customer place a router at each ingress/egress point (on Customer's side of the demarcation), which will reduce the number of customer media access control ("MAC") addresses which must be learned by Charter's network (aka 'masking') in order to be conveyed. In the event Customer chooses not to place a router on its side of the demarcation, Charter will place limitations on the number of MAC addresses that will be learned by Charter's network and, in circumstances where the customer exceeds these limitations, some Customer network traffic will be denied from entering Charter's network. Additional monthly fees will be applied if the number of MAC addresses on a given EVC (Ethernet Virtual Connection) exceeds 500, and Charter will not allow more than 1000 MAC addresses onto the network.

11. NO THIRD-PARTY HARDWARE OR SOFTWARE SUPPORT. Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware

and/or software. For purposes of this Agreement the Hosting Software shall be considered third party software. Charter does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Charter assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Charter has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, Charter should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Charter's discretion and at then-current commercial rates and terms.

12. CUSTOMER USE. Customer shall not re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of Charter. Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Charter, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer shall not interfere with other customers' use of the Equipment or Services or disrupt the Charter Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Agreement and/or all Service Orders in addition to any other rights or remedies Charter may have.

13. PERFORMANCE. Charter will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Charter's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Charter to perform its obligations under this Agreement, and Customer will not hold Charter at fault for loss of Customer revenue or lost employee productivity due to Service outages.

14. DEFAULT; SUSPENSION OF SERVICE; TERMINATION. No express or implied waiver by Charter of any event of noncompliance shall in any way be a waiver of any further subsequent event of noncompliance. Nothing herein, including Termination, shall relieve Customer of its obligation to pay Charter all amounts due.

(a) Default by Customer. Customer shall be in default under this Agreement if Customer does one or more of the

following things (each individually to be considered a separate event of default) and Customer fails to correct each such noncompliance within 30 days of receipt of written notice ("Default"):

- i. Customer is more than 30 days past due with respect to any payment required hereunder;
- ii. Customer otherwise has failed to comply with the terms of this Agreement or any other Service Order(s) incorporated herein.

(b) Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time upon thirty (30) days prior written notice to Charter, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Charter Equipment.

(c) Charter's Right to Terminate and Termination Charge. If Customer is in Default, Charter shall have the right, at its option, without prior notice, and in addition to any other rights of Charter expressly set forth in this Agreement and any other remedies it may have under applicable law to:

- i. Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Charter any amounts due under this Agreement (e.g., the MSFs) as if such suspension of Services had not taken place;
- ii. Terminate the Services, this Agreement or the applicable Service Order(s).

If Termination is due to Customer' Default or is elected/done by Customer for convenience, Customer must pay Charter a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to 50% of the unpaid balance of the MSFs that would have been due throughout the applicable Service Period plus 100% of (1) the outstanding balance of any and all OTCs plus (2) any and all previously waived OTCs.

(d) Default by Charter. Charter shall be in default under this Agreement if Charter fails to comply with the terms of this Agreement and/or any or all of the applicable Service Order(s), and Charter fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance ("Charter Default").

(e) Customer's Right to Terminate and Termination Charge.

- i. In the event Customer wishes to terminate a Service without cause, Customer shall be liable for the same Termination Charges as described above.
- ii. Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of Charter Default by Charter is

limited to Services provided under the applicable Service Order(s) or this Agreement, if such Charter Default is not so limited.

- iii. If Termination is due to a Charter Default, Charter shall reimburse Customer for any pre-paid, unused MSFs attributable to such terminated Service Order(s). In addition, if Termination is due to Charter Default within one year of the applicable Turn-Up Date, Charter shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any OTC that has already been paid by Customer to Charter relative to Service at the sites covered by the terminated Service Order. This Termination Charge shall be equal to the product of a) the number of months (including partial months) remaining in the initial 12 months of the initial Service Period at the time of Termination and b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

15. LIMITATION OF LIABILITY. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

- (a) Limited Warranty. At all times during the Service Period, Charter warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to Customer. Charter does not warrant that Services will be error free.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, CHARTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL RELIANCE OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CHARTER'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO CHARTER FOR THE APPLICABLE SERVICE IN THE THREE MONTHS IMMEDIATELY

PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Any warranty claim by Customer must be made within 30 days after the applicable Services have been performed. Charter's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

- (b) Content. Any content that Customer may access or transmit through any Service is provided by independent content providers, over which Charter does not exercise and disclaims any control. Charter neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Charter specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Charter assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.
- (c) Damage, Loss or Destruction of Software Files and/or Data. Customer uses the Services and Equipment supplied by Charter at its sole risk. Charter does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind. Charter assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Charter does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.
- (d) Unauthorized Access. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate termination of Customer's Service by Charter without liability for Charter. Charter is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold harmless and indemnify the Charter Indemnified Parties from and against any claims, losses, or damages arising from such use. Charter is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.

(e) Force Majeure Event. Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services. Changes in economic, business or competitive condition shall not be considered a Force Majeure Event.

16. INDEMNIFICATION. Charter agrees, at its own expense, to indemnify, defend and hold harmless Customer and its affiliates, directors, employees, representatives, officers and agents, (the "Customer Indemnified Parties") against any and all claims, liabilities, lawsuits, direct damages, losses, judgments, costs, fees and expenses incurred by Customer Indemnified Parties (including but not limited to, reasonable attorneys' fees and court costs), to the full extent that such arise directly from (1) Charter's failure to comply with applicable law, (2) physical damage to personal or real property caused by the negligent or willful misconduct of Charter, its employees or contractors, at the Site(s) during the installation or maintenance of the Equipment, and/or (3) third party claims that any of the Charter-owned or controlled equipment, facilities, and/or system used to deliver the Services infringes upon the intellectual property rights of such third party. Customer Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Charter's cost and Charter agrees to cooperate with the Customer Indemnified Parties in such case.

The Customer understands and agrees that Charter disclaims and shall not be responsible for any liability to the full extent that such arises from Customer's misrepresentation with regard to or noncompliance with the terms of this Agreement and/or any Service Order, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct.

17. TITLE. Title to the Equipment shall remain with Charter during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's Service Period for a specific site, Charter shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Charter shall have the right to remove the Equipment and all components within 60 days after such termination.

18. COMPLIANCE WITH LAWS. Customer shall not use or permit third parties to use the Services in any manner that violates applicable law or causes Charter to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.

19. PRIVACY. Charter treats private communications on or through its Network or using any Service as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Charter also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Charter's website at www.business.spectrum.com. The Privacy Policy may be updated or modified from time-to-time by Charter, with or without notice to Customer.

20. GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS. Customer represents to Charter (a) that Customer has the authority to execute, deliver and carry out the terms of this Agreement and associated Service Orders and (b) that any person who accesses any Services through Customer's equipment or through the Network facilities in Customer's Premises will be an authorized user, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Agreement. Customer is responsible for ensuring its users of the Service comply with the terms of this Agreement. Customer shall be responsible for all access to and use of the Service by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service, until informs Charter of any breach of security.

21. NOTICES. Any notices to be given under this Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Charter:
Charter Communications
ATTN: Commercial Contracts Management
Dept: Corp. - Legal Ops
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address.

Each party may change its respective address (es) for legal notice by providing notice to the other party.

22. MISCELLANEOUS.

(a) Entire Agreement; Signatures. This Agreement and any related, executed Service Order(s) constitute the entire Agreement with respect to the Services, Network and Equipment. This Agreement supersedes all prior

understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

- (b) No Amendments, Supplements or Changes. Except for pricing terms as set forth in this Agreement, this Agreement and the associated executed Service Order(s) may not be amended, supplemented or changed without both parties' prior written consent.
- (c) No Assignment or Transfer. The parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld; provided, however, that without Customer's consent, Charter may assign this Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Charter, or to its successor-in-interest if Charter sells some or all of the underlying communications system.
- (d) Severability. If any term, covenant, condition or portion of this Agreement or any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or any related, executed Service Order(s) shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.
- (e) Governing Law. The law of the state in which the Services are provided (excluding its conflicts of law provisions) shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND CHARTER EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (f) Both parties had the opportunity to review and participate in the negotiation of the terms of this Agreement and the Service Order(s) and, accordingly, no court construing this Agreement and any Service Order(s) shall construe it more stringently against one party than against the other.
- (g) No Third Party Beneficiaries. The terms of this Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Agreement, and the consideration provided by each party hereunder only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder

nor the right to require performance of obligations by either of the parties hereto.

- (h) Waiver. Except as otherwise provided herein, the failure of Charter to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.



December 21, 2015

Blount County Court House
337 COURT ST
MARYVILLE, TN 37804-5906

RE: CHARTER SERVICES FOR Blount County Court House - 300 Mb Fiber Internet

Dear Valued Customer:

On behalf of the entire team at Spectrum Business, I would like to thank you for choosing us as your communications partner. Charter is committed to delivering reliable, high-quality communications services to you and all our customers.

The SERVICES AGREEMENT with an effective date of _____ for LBI: Fiber Internet, 300 Mbps service states that the initial Service Period of the Service Order continues for a period of **60 months** from the **Turn-Up Date**.

Your Turn-Up Date for this service is 8/8/2016. Our records indicate that your services are fully operational, therefore billing will begin from this date and continue for the period specified above. Please contact us immediately if you oppose this date for any reason or have other questions regarding your service, please call: 866-603-3199.

Site Information:

Service Location (Address): 337 COURT ST, MARYVILLE, TN 37804-5906

Service Location Name (for purposes of identification): _____

Thank you and we look forward to a long and mutually rewarding partnership.

SPECTRUM BUSINESS

Signature: _____

Printed Name: _____

Title: _____

Date: _____



December 21, 2015

**Blount County Operations Center
1227 MCARTHUR RD
MARYVILLE, TN 37804-5906**

RE: CHARTER SERVICES FOR Blount County Operations Center – 100 Mb Fiber Internet

Dear Valued Customer:

On behalf of the entire team at Spectrum Business, I would like to thank you for choosing us as your communications partner. Charter is committed to delivering reliable, high-quality communications services to you and all our customers.

The SERVICES AGREEMENT with an effective date of _____ for LBI: Fiber Internet, 100 Mbps service states that the initial Service Period of the Service Order continues for a period of **60 months** from the **Turn-Up Date**.

Your Turn-Up Date for this service is 8/8/2016. Our records indicate that your services are fully operational, therefore billing will begin from this date and continue for the period specified above. Please contact us immediately if you oppose this date for any reason or have other questions regarding your service, please call: 866-603-3199.

Site Information:

Service Location (Address): 1227 MCARTHUR RD, MARYVILLE, TN 37804-2685

Service Location Name (for purposes of identification): _____

Thank you and we look forward to a long and mutually rewarding partnership.

SPECTRUM BUSINESS

Signature: _____

Printed Name: _____

Title: _____

Date: _____

One (1) Copy for Customer (Charter Technician to leave one copy with Customer at Turn-Up)

RESOLUTION NO. 16-04-011

SPONSORED BY: Commissioners Mike Caylor/Mike Lewis

RESOLUTION OF THE BLOUNT COUNTY LEGISLATIVE BODY ESTABLISHING AN AGREEMENT THAT EXTENDS BEYOND THE END OF THE CURRENT FISCAL YEAR FOR LEASING OF LAPTOP COMPUTERS FOR THE SHERIFF'S DEPARTMENT OF BLOUNT COUNTY, TN

WHEREAS, the Board of County Commissioners of Blount County, Tennessee has adopted the provisions of Tennessee Code Annotated §5-14-101 et. seq., known as the County Purchasing Law of 1957; and

WHEREAS, Tennessee Code Annotated §5-14-108(m) (1) states that the County Purchasing Agent is authorized to purchase and contract to purchase materials, supplies, equipment and contractual services on a fiscal year basis, but no commitment shall be made which extends beyond the end of the current fiscal year for which appropriations have been made by the county legislative body, except such commitments as are authorized by resolution of the county legislative body; and

WHEREAS, Blount County Sheriff's Department has a need for laptop computers in vehicles to implement Spillman; and

WHEREAS, Blount County Purchasing will utilize a national cooperative through National Intergovernmental Purchasing Alliance (Contract #130733) for the hardware; and

NOW THEREFORE, BE IT RESOLVED by the Blount County Legislative Body in session assembled on the 21st day of April 2016 that the Procurement Agreement with Lenovo.

BE IT FURTHER RESOLVED that this resolution take effect from and after its passage, and that any part of any proper resolution to the contrary is hereby declared null and void, the public welfare requiring it.

Duly authorized and approved this 21st day of April, 2016.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date



Payment Proposal

To: Blount County Sheriff's Dept.
From: Linda Howe, Lease Manager
Date: 4/4/16

Lenovo Financial Services (LFS) is pleased to propose the following equipment financing solution. I would like to discuss with you in greater detail how LFS can assist you in creating a sustainable refresh plan for your IT equipment. LFS is uniquely qualified to support and manage opportunities with customized and integrated processes that complement or work in parallel with Lenovo and CDW. Some benefits you may enjoy when financing with us are:

- **Total Life-Cycle Management** – We offer life-cycle management of your technology assets from acquisition to disposition allowing your organization to always have the most current technology at the lowest cost. LFS will work with CDW to insure a seamless procurement process.
- **Lower Upfront Costs** – 100% financing reduces deployment costs, providing your company with an ability to acquire the IT assets you need today without impacting cash flow. In addition to preserving working capital and keeping credit lines in tact, using an LFS finance solution allows a quicker ROI.
- **Ability to Bundle Costs** – LFS offers you the option of financing your entire IT solution including, hardware, software, and CDW's services into one transaction.
- **Protection Against Advancing Technology** – Financing through LFS allows you to utilize the latest technological advances with minimal financial impact or risk. Depending upon the lease structure selected you can add-on or upgrade during the term of the contract, or you can choose to return, extend or purchase the assets at the end of the contact.
- **Quality Digital Services (QDS)** - QDS is our online customer portal allowing you 24/7 access to manage your IT assets. From this site you can manage your entire portfolio of lease schedules and contract information.

Details for this transaction are as follows:

Equipment: CDW Quote: TBD
Equipment Cost: \$92,200.00 (including freight and excluding taxes)
Term: 36 months / 3 Years
Monthly Payment: \$2,433.68 Per Month
Annual Payment: \$28,291.00 Per Year
First Payment Date: Your first payment will be due 30 days after equipment delivery. That gives your organization time to install the equipment and process the first payment.

Purchase Options: Fair Market Value

End of Lease Options: At the end of the lease term, provided all obligations have been met, you may exercise one of the following options:

- 1) Return some or all of the equipment to LFS, or
- 2) Purchase some or all of the units for the then Fair Market Value as defined in the MLA, or
- 3) Renew some or all, of the units for a fixed term at the Fair Market Value renewal rate.

Recommendation: LFS recommends Fair Market Value (FMV) purchase option structures. FMV plans provide the lowest monthly payment and highest level of end of lease equipment flexibility. This allows you to refresh technology at the lowest total investment.

Interim Rent: Many of our competitors charge Interim Rent. This is the per diem cost from the date of delivery to the beginning of the next billing cycle. LFS does not believe in this extra charge. The estimated savings to your organization over a similar transaction from a funding source who does charge interim rent is \$1,216 (savings assumes a typical 15-day interim rent for the FMV option).

Conditions:

- Payments do not include any applicable taxes and documentation fees. Documentation Fee of \$75.00 will be billed on first invoice.
- Transaction is subject to final approval by LFS of equipment configuration, credit, and legal documentation
- LFS will pay CDW upon equipment acceptance. We will not start the lease without your consent.

This proposal expires 30 days from issue date after which it shall have no force or effect and may need to be re-quoted.

LFS trusts you will find the above proposal acceptable to your specific financing needs. Please let me know if you would like us to present alternative terms and pricing that may better suit your requirements.

Linda Howe
Lease Manager

Phone: 856-630-7305

Email: linda.howe@lenovofs.com

Web: www.lenovoFS.com



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GXZQ331	0978970	4/7/2016

BILL TO:
 BLOUNT COUNTY GOVERNMENT
 385 COURT ST
 BLOUNT COURTHOUSE

SHIP TO:
 BLOUNT COUNTY GOVERNMENT
 Attention To: ABHIJIT VEREKAR
 385 COURT ST
 BLOUNT COURTHOUSE

Accounts Payable
 MARYVILLE , TN 37804-5906

MARYVILLE , TN 37804-5906
 Contact: ABHIJIT
 VEREKAR 440.991.6628

Customer Phone #865.273.5731

Customer P.O. # 256 16TB QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
COURTNEY MONACO 866.623.0731	FEDEX Ground	Net 30 Days-Govt State/Local	STATE

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
100	3980414	LVO TS TP L460 8G 256GB W10D Mfg#: 20FU0014US Contract: MARKET	989.58	98,958.00
100	3637636	LVO TP LTE 4G WWAN CARD Mfg#: 4XC0F46957 Contract: MARKET	156.08	15,608.00
100	2745576	CRUCIAL 8GB DDR3 1600MHZ SODIMM Mfg#: CT102464BF160B Contract: MARKET	26.00	2,600.00
SUBTOTAL				117,166.00
FREIGHT				0.00
TAX				0.00

US Currency

TOTAL 117,166.00

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 312.752.3544

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

RESOLUTION NO. 16-04-002

SPONSORED BY COMMISSIONERS MIKE LEWIS AND JEROME MOON

A Resolution authorizing submission of an application for a Litter and Trash Collecting Grant for FY 2016 - 2017 from the Tennessee Department of Transportation and authorizing the acceptance of said Grant.

BE IT RESOLVED, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 21st day of April, 2016.

Whereas, the Blount County Commission intends to apply for the aforementioned Grant from the Tennessee Department of Transportation and,

Whereas, the contract for the Grant for FY 2016-2017 will impose certain legal obligations upon Blount County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee:

1. That Ed Mitchell County Mayor of Blount County is hereby authorized to apply on behalf of Blount County for a Litter and Trash Collecting Grant for FY 2016-2017 from the Tennessee Department of Transportation.
2. That should said application be approved by the Tennessee Department of Transportation, that Ed Mitchell County Mayor of Blount County is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Blount County.

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

CERTIFICATION OF ACTION

ATTEST

CHAIRMAN

COUNTY CLERK

APPROVED: _____

VETOED: _____

_____ **BLOUNT COUNTY MAYOR**

_____ **DATE**

**WORK PROGRAM FOR BLOUNT COUNTY
TENNESSEE DEPARTMENT OF TRANSPORTATION LITTER GRANT
2016-2017**

The Blount County Litter Grant Program for 2016-2017 will continue issuing citations to ongoing efforts of education and litter abatement. The grant is funded through the Tennessee Department of Transportation from a statewide tax on bottlers. Keep Blount Beautiful, an affiliate of Keep America Beautiful, and the Blount County Sheriff's Office will work together to meet and exceed requirements for the program.

Citations: Citing litterers is a concern facing the Blount County Sheriff's Office. The Sheriff's Office will continue to encourage officers to cite those who are breaking the law by littering. KAB Executive Director will work closely with deputies with information regarding litter laws.

Removal of litter: The Blount County Sheriff's Office will supply a deputy and a crew of 3 or 4 inmates to remove litter from roadsides. The crew also will work to remove illegal dumpsites. The inmates are transported in a truck with trailer by a Blount County deputy. The Sheriff's Office provides gasoline, tires and maintenance for the vehicle. Other items provided are reflective vests, gloves, shovels, ropes, garbage bags, signage and emergency lighting. A cell phone for the guard is made available through the BCSO. Travelers will be alerted that inmates are working in the area with signs and lights. Lunch and water are also provided by BCSO as well as a first-aid kit.

Safety for the crew is foremost. The crew will not pick up on roads without shoulders. The crew will not pick up in extreme cold, rain, or heat. Blount County has participated in the Litter Grant program for more than thirty years with no serious accidents.

Litter is transported to the Blount County Landfill and charged to the Blount County Sheriff's Office. Litter Grants funds help to offset these fees.

Recycling: The Litter Crew will separate aluminum cans as they work roadsides. These items will be taken to a recycling center off Hwy. 321 with the proceeds deposited in the County's General Fund.

Blount County is one of only two counties without a convenience center. A

recycling center located off Hwy. 321 is open to county residents for recycling. Household garbage is not accepted. Recent changes in city-owned recycling centers prevent county residents' drop-offs. Discussion with County officials regarding the possibility of a convenience center in the eastern side of the County is now underway.

Education: Keep Blount Beautiful, an affiliate of the Keep America Beautiful organization, will work toward educational goals. The partnership with the Sheriff's Office will continue to provide the required educational element of the Grant. KBB will provide a monthly report to TDOT of educational activities in the County. These include school programs, outdoor adventures clean-ups, and speaking opportunities for clubs, churches and classrooms. KBB is also a participant in the Great America Cleanup.

Adopt-A- Highway Program: The Adopt-A-Highway Program will continue to be managed through the Keep Blount Beautiful office. This change provides an easier method for participants to obtain needed supplies for pickups for their adopted section of roadway.

Environmental Issues: An Environmental Court is envisioned for Blount County. KBB Board Members lead this campaign by speaking with members of the community about the need. Budget constraints continue to be problematic for the issue.

Reporting: The Litter Grant will reimburse BCSO for a portion of the costs of the litter crew. A monthly request will be prepared and submitted to TDOT for reimbursement. An ongoing statistical report is updated with each reimbursement request. This information is a summary of litter crew activity including roads cleaned, poundage of litter removed, and days worked. These statistics are used during budget planning as well as newspaper articles that recognize the program.

The partnership of the Blount County Sheriff's Office, Keep Blount Beautiful and TDOT has continued for twenty years. The campaign to eliminate trash through education and litter removal is continuing with the funding from the Tennessee Department of Transportation's Litter Grant Program.

Submitted by Vicky McMurray
Date: April 4, 2016

MEMO

**TO: Blount County Budget Committee
Rob Britt, Blount County Director of Schools
Chico Messer, Interim Blount County Highway Superintendent**

FROM: Ed Mitchell, Mayor

**CC: Troy Logan, Blount County Schools Fiscal Administrator
Julie Talbott, Highway Finance Director
Scott Graves, Blount County Trustee
Tim Helton, Blount County Property Assessor
Randy Vineyard, Finance Director
Deena Finley, Accounting Manager
Angelie Shankle, Sr. Financial Analyst**

RE: Penny Valuation for FY 16-17

DATE: March 14, 2016

Pursuant to T.C.A. 5-12-207, I am submitting an estimated value for what we expect the penny to generate in tax dollars for fiscal year ending June 30, 2017.

Based upon the property valuations submitted by the Blount County Property Assessor's Office and the Office of State Assessed Properties, the value of a penny should be worth approximately \$327,500. This represents our best estimate given that property appeals will not be finalized until June.

See the funding source below:

Per,

Jarrold Millsaps

Deputy Chief

Blount County Sheriff's Office

Grant Applications – *no matching funds required on the following grant requests*

Sheriff's Office – BCSO Alcohol Saturation Patrols/Roadside Sobriety Checkpoint –

STATE, Governors Highway Safety Office

Sheriff's Office – BCSO High Visibility Campaign - **STATE, Governors Highway Safety Office**

c. Sheriff's Office – Motorcycle/Motorist Safety – The Dragon - **STATE, Governors Highway Safety Office**

d. Sheriff's Office – BCSO Network Coordinator - **STATE, Governors Highway Safety Office**

e. Sheriff's Office – BCSO Nighttime Seatbelt Demo Program - **STATE, Governors Highway Safety Office**

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.

Requesting Department: Blount County Sheriff's Office

Contact Persons Name, email, phone # (person applying for grant):
Doug Hancock, dhancock@blounttn.org 273.5750
Chief Jarrod Millsaps, jmillsaps@bcso.com 273.5300
Lt. Randy Ailey, bcso319@gmail.com 273.5136

Reporting Persons information (if different than contact):
Lt. Randy Ailey, bcso319@gmail.com 273.5136

Name of Granting Agency: State of Tennessee, Governors Highway Safety Office

Grant Name: 2016-17 BCso Alcohol Saturation Patrols/Roadside Sobriety Checkpoints

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

Not Applicable - No Matching Funds Required

Total Amount of Grant:

\$ 56,138

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

Funding for overtime for traffic safety unit deputies and supervisors for working Saturation Patrols for DUI, speeding and aggressive driving and for overtime for working Sobriety Checkpoints.

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

March 31st, 2016

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):

To be supplied by GHSO with Grant - if awarded

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.

Requesting Department: Blount County Sheriff's Office

Contact Persons Name, email, phone # (person applying for grant):
Doug Hancock, dhancock@blounttn.org 273.5750

Chief Jarrod Millsaps, jmillsaps@bcso.com 273.5000

Reporting Persons information (if different than contact):
Lt. Randy Ailey, bcso319@gmail.com 273.5136

Name of Granting Agency: State of Tennessee, Governors Highway Safety Office

Grant Name: 2016-17 BC SO High Visibility Campaign

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

Not Applicable - No Matching Funds Required

Total Amount of Grant: \$ 5,000

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

GHSOs Law Enforcement Liaison Officers (LEL's) are the point of contact between GHSO and the Sheriff's Office. The BC SO Network Coordinator works with LEL to carry out established initiatives to reduce traffic fatalities and accidents.

If the grant is in the application processes, what is the submission deadline? March 31st, 2016

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): To be supplied by GHSO with Grant - if awarded

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.

Requesting Department: Blount County Sheriff's Office

Contact Persons Name, email, phone # (person applying for grant):
Doug Hancock, dhancock@blounttn.org 273.5750

Chief Jarrod Millsaps, jmillsaps@bcso.com 273.5308

Reporting Persons information (if different than contact):
Lt. Randy Ailey, bcso319@gmail.com 273.5136

Name of Granting Agency: State of Tennessee, Governors Highway Safety Office

Grant Name: 2016-17 Motorcycle/Motorist Safety -The Dragon

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

Not Applicable - No Matching Funds Required

Total Amount of Grant: \$ 91,101

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

Overtime funding for patrol division deputies, traffic safety unit deputies and supervisors for patrolling The Dragon, (U.S. Highway 129) during peak motorcyclist and sports car enthusiasts seasons.

If the grant is in the application processes, what is the submission deadline? March 31st, 2016

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): To be supplied by GHSO with Grant - if awarded

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.

Requesting Department: Blount County Sheriff's Office

Contact Persons Name, email, phone # (person applying for grant):
Doug Hancock, dhancock@blounttn.org 273.5750

Chief Jarrod Millsaps, jmillsaps@bcso.com 273.5000

Reporting Persons information (if different than contact):
Lt. Randy Ailey, bcso319@gmail.com 273.5136

Name of Granting Agency: State of Tennessee, Governors Highway Safety Office

Grant Name: 2016-17 BCSSO Network Coordinator

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

Not Applicable - No Matching Funds Required

Total Amount of Grant: \$ 15,000

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

GHSOs Law Enforcement Liaison Officers (LEL's) are the point of contact between GHSO and the Sheriff's Office. The BCSSO Network Coordinator works with LEL to carry out established initiatives to reduce traffic fatalities and accidents.

If the grant is in the application processes, what is the submission deadline? March 31st, 2016

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): To be supplied by GHSO with Grant - if awarded

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.

Requesting Department: Blount County Sheriff's Office

Contact Persons Name, email, phone # (person applying for grant):
Doug Hancock, dhancock@blounttn.org 273.5750

Chief Jarrod Millsaps, jmillsaps@bcso.com 273.5000

Reporting Persons information (if different than contact):
Lt. Randy Ailey, bcso319@gmail.com 273.5136

Name of Granting Agency: State of Tennessee, Governors Highway Safety Office

Grant Name: 2016-17 BCSSO Nighttime Seatbelt Demonstration Program

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

Not Applicable - No Matching Funds Required

Total Amount of Grant: \$ 10,000

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

Overtime for Sheriff's Deputies in enforcing seatbelat usage and education programs.

If the grant is in the application processes, what is the submission deadline? March 31st, 2016

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): To be supplied by GHSO with Grant - if awarded

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.

Requesting Department: District Attorney General for the Fifth Judicial District
Contact Persons Name, email, phone # (person applying for grant): Scott Stuart Atty. JSStuart@tndagc.org 273.5600 Doug Hancock, dhancock@blounttn.org 273.5750
Reporting Persons information (if different than contact): Scott Stuart Atty. JSStuart@tndagc.org 273.5600
Name of Granting Agency: State of Tennessee, Governors Highway Safety Office
Grant Name: 5th Judicial District 2016-17 DUI Abatement/Prosecution Enhancement
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

Not Applicable - No Matching Funds Required

Total Amount of Grant:

\$ 142,154

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

Salary and Benefits for DUI Special Prosecutor and Salary and Benefits for Prosecutor's Assistant, Office Supplies, Fees for Conferences, Etc.

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

March 31st, 2016

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): To be supplied by GHSO with Grant - if awarded

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.

Requesting Department: District Attorney General for the Fifth Judicial District
Contact Persons Name, email, phone # (person applying for grant): Ron Talbott. rtalbott@5thjdtf.org 981.2800
Doug Hancock, dhancock@blounttn.org 273.5750
Reporting Persons information (if different than contact): Ron Talbott. rtalbott@5thjdtf.org 981.2800
Name of Granting Agency: Office of Criminal Justice Programs/USDOJ
Grant Name: 5th Judicial District DTF 2016 -18 JAG DTF
Is a grant application required? YES NO
Is this a one-time grant? YES NO If no, is the grant recurring?

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

Not Applicable - 100% Federal Funds

Total Amount of Grant:

\$ 126,000

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

Updated equipment including vehicles, surveillance equipment, body armour and other items.

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

March 25th, 2016

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 ****

NOTICE OF MEETING TO FILL VACANCY OF BLOUNT COUNTY
HIGHWAY SUPERINTENDENT

In accordance with the authority vested in me by Tennessee Code Annotated § 5-5-111, notice is hereby given that the County Legislative Body of Blount County will meet in regular session of the Blount County Legislative Body on April 21, 2016, at 7:00 PM in room 430 of the Blount County Courthouse in Maryville, Tennessee to fill the vacancy in the office of Highway Superintendent caused by the resignation of Bill Dunlap, which was effective February 1, 2016.

Before the county legislative body votes or considers any motion or resolution regarding the office to be filled, the chair shall allow registered voters of the county an opportunity to submit names to the county legislative body for consideration. The names may be submitted in writing to the chair prior to the meeting or may be submitted in person at the meeting. In order for a name to be considered, a member of the county legislative body must subsequently nominate the person. Members of the county legislative body may also nominate a candidate or candidates to fill the office or vacancy without the name being submitted by a voter.

Nominations do not require a second. If the person nominated is not present at the meeting, the person making the nomination shall submit a signed statement from the nominee that the nominee is willing to serve in the office if appointed.

Jerome Moon, Chairman

Blount County Legislative Body

David Joseph Caldwell
602 Chilhowee View Rd.
Maryville, TN 37803

Property owner in Blount County

EDUCATION:

Maryville High School 1986
Middle Tennessee State University 1991
Sigma Chi Fraternity

EMPLOYMENT:

Owner – Vice President
Caldwell Fence Erection Company, Inc.
1102 Sevierville Rd.
PO Box 5239
Maryville, TN 37802
(865) 982-2185

COMMUNITY INVOLVEMENT:

Maryville-Alcoa Homebuilders Association
Associate of the year 1998
State Director
Home show & golf tournament chairman

Blount County Planning Commissioner

ACTIVITIES:

Member of competitive BBQ team, Bull-n-Butts, with proceeds donated to various children's charities
2013, 2011 Overall champion of Town Louisville BBQ Festival
2012 BBQ Bash rib champion

BOB IVENS
912 WEST BROADWAY, MARYVILLE, TENNESSEE, 37801

Willing to serve on the Board of Equalization – Yes.

Resident of Blount County since childhood.

Graduate of Everett High School.

Past member on Board of Equalization.

Past President of Maryville Kiwanis and the Blount County Board of Realtors.

Started a real estate business, Ivens and Ivens Realtors, with brother, the late Ron Ivens, many years ago.

Owner of an Office Building at 912 West Broadway, property in Fox Dale Subdivision, and on Brookside Avenue in Blount County.

Position Applying For: Blount County Equalization Board

Experience:

- Blount County Property Assessor
August 1990 – June 1999
- Appraised property – commercial, farmlands and residential
- Blount County Register of Deeds
July 1999 – January 2001
- Scanned all plats to computer

Highlights:

- Assisted and advised Equalization Board
1994, 1995 and 1996
- Served on Blount County Equalization Board
June 2001
- Training: University of Tennessee Center for Government Training
Assessment Law and Appraisal Fundamentals
June 1994
- Basic Mapping
March 1997

References:

- Available Upon Request

Bruce J. Recktenwald

- Objective** Member of Blount Co., TN. County Board of Equalization
- Experience**
- 2010– 2013 Appraisal Review Board Ellis Co., TX
Review Board Member
- Board Chairman
 - Panel Chairman
 - Panel Secretary
 - Board/Panel Member
- 1979– 2007 Internal Revenue Service Dallas, TX
Engineer Revenue Agent/Appraiser
- Senior Engineer/Appraiser auditing individuals and corporations
 - Group Manager
 - Expert Witness - U.S. Tax Court
 - Guest Speaker
 - College Recruiter to Texas Tech University - College of Engineering
 - On-the-Job Instructor, Classroom and Lead Instructor
 - Training Coordinator, Developed training material for Engineering Program
- 1975–1979 Bureau of Prisons - DOJ Dallas, TX
Regional Facilities Engineer
- Developed plans/blueprints for facilities, buildings, and systems
 - Wrote specifications for facilities, buildings, and systems
 - Coordinated construction activities
 - EEO Counselor
- 1972–1974 Texas Instruments, Inc. Dallas, TX
Production Line Supervisor/Engineer
- Education**
- 1967–1971 The University of New Mexico Albuquerque, NM
- Bachelor of Science - Mechanical Engineering
 - Minors - Mathematics, Political Science
- 1981–1993 American Institute of Real Estate Appraisers
- Nine courses relating to the valuation of real property and intangibles
- Interests/Hobbies** Guitar, reading, woodworking, computers, church involvement, traveling
- Related Experience** Tutor - Eastfield Jr. College, Dallas, TX and Navarro Jr. College, Waxahachie, TX, Completed Basic Instructor Training Class (BITC)

David H. Weaver
537 W Hunt Rd
Alcoa, TN 37701

David retired from the Blount County Property Assessor's Office in 2008. He has 12 years experience in residential and commercial appraisals and is familiar with the real estate market and properties located in Blount County.

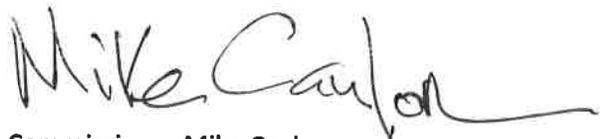
March 17, 2016

Jerome Moon, Chairman
Blount County Commission
359 Court Street
Maryville, Tennessee 37804

Chairman,

Effective March 17, 2016, I officially resign from my position on the Blount County Audit Committee.

Sincerely,

A handwritten signature in black ink that reads "Mike Caylor". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Commissioner Mike Caylor

District 3, Seat B



BLOUNT COUNTY MAYOR

Ed Mitchell

341 Court Street, Maryville, TN 37804-5906

Phone: (865) 273-5700

Fax: (865) 273-5705

Email: emitchell@blounttn.org



TO: Blount County Board of Commissioners

FROM: Ed Mitchell, County Mayor

RE: Recommendation for the IT Committee

DATE: April 6, 2016

For the consideration of the full commission, I am submitting my appointment of the following name to serve on the Blount County IT Committee to complete the term of Roy Crawford, Jr.:

Margaret Flynn, County Clerk

RESOLUTION NO. 16-04-002

SPONSORED BY COMMISSIONERS MIKE LEWIS AND JEROME MOON

A Resolution authorizing submission of an application for a Litter and Trash Collecting Grant for FY 2016 - 2017 from the Tennessee Department of Transportation and authorizing the acceptance of said Grant.

BE IT RESOLVED, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 21st day of April, 2016.

Whereas, the Blount County Commission intends to apply for the aforementioned Grant from the Tennessee Department of Transportation and,

Whereas, the contract for the Grant for FY 2016-2017 will impose certain legal obligations upon Blount County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee:

1. That Ed Mitchell County Mayor of Blount County is hereby authorized to apply on behalf of Blount County for a Litter and Trash Collecting Grant for FY **2016-2017** from the Tennessee Department of Transportation.
2. That should said application be approved by the Tennessee Department of Transportation, that Ed Mitchell County Mayor of Blount County is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Blount County.

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

CERTIFICATION OF ACTION

ATTEST

CHAIRMAN

COUNTY CLERK

APPROVED: _____

VETOED: _____

BLOUNT COUNTY MAYOR

DATE

**WORK PROGRAM FOR BLOUNT COUNTY
TENNESSEE DEPARTMENT OF TRANSPORTATION LITTER GRANT
2016-2017**

The Blount County Litter Grant Program for 2016-2017 will continue issuing citations to ongoing efforts of education and litter abatement. The grant is funded through the Tennessee Department of Transportation from a statewide tax on bottlers. Keep Blount Beautiful, an affiliate of Keep America Beautiful, and the Blount County Sheriff's Office will work together to meet and exceed requirements for the program.

Citations: Citing litterers is a concern facing the Blount County Sheriff's Office. The Sheriff's Office will continue to encourage officers to cite those who are breaking the law by littering. KAB Executive Director will work closely with deputies with information regarding litter laws.

Removal of litter: The Blount County Sheriff's Office will supply a deputy and a crew of 3 or 4 inmates to remove litter from roadsides. The crew also will work to remove illegal dumpsites. The inmates are transported in a truck with trailer by a Blount County deputy. The Sheriff's Office provides gasoline, tires and maintenance for the vehicle. Other items provided are reflective vests, gloves, shovels, ropes, garbage bags, signage and emergency lighting. A cell phone for the guard is made available through the BCSO. Travelers will be alerted that inmates are working in the area with signs and lights. Lunch and water are also provided by BCSO as well as a first-aid kit.

Safety for the crew is foremost. The crew will not pick up on roads without shoulders. The crew will not pick up in extreme cold, rain, or heat. Blount County has participated in the Litter Grant program for more than thirty years with no serious accidents.

Litter is transported to the Blount County Landfill and charged to the Blount County Sheriff's Office. Litter Grants funds help to offset these fees.

Recycling: The Litter Crew will separate aluminum cans as they work roadsides. These items will be taken to a recycling center off Hwy. 321 with the proceeds deposited in the County's General Fund.

Blount County is one of only two counties without a convenience center. A

recycling center located off Hwy. 321 is open to county residents for recycling. Household garbage is not accepted. Recent changes in city-owned recycling centers prevent county residents' drop-offs. Discussion with County officials regarding the possibility of a convenience center in the eastern side of the County is now underway.

Education: Keep Blount Beautiful, an affiliate of the Keep America Beautiful organization, will work toward educational goals. The partnership with the Sheriff's Office will continue to provide the required educational element of the Grant. KBB will provide a monthly report to TDOT of educational activities in the County. These include school programs, outdoor adventures clean-ups, and speaking opportunities for clubs, churches and classrooms. KBB is also a participant in the Great America Cleanup.

Adopt-A- Highway Program: The Adopt-A-Highway Program will continue to be managed through the Keep Blount Beautiful office. This change provides an easier method for participants to obtain needed supplies for pickups for their adopted section of roadway.

Environmental Issues: An Environmental Court is envisioned for Blount County. KBB Board Members lead this campaign by speaking with members of the community about the need. Budget constraints continue to be problematic for the issue.

Reporting: The Litter Grant will reimburse BCSO for a portion of the costs of the litter crew. A monthly request will be prepared and submitted to TDOT for reimbursement. An ongoing statistical report is updated with each reimbursement request. This information is a summary of litter crew activity including roads cleaned, poundage of litter removed, and days worked. These statistics are used during budget planning as well as newspaper articles that recognize the program.

The partnership of the Blount County Sheriff's Office, Keep Blount Beautiful and TDOT has continued for twenty years. The campaign to eliminate trash through education and litter removal is continuing with the funding from the Tennessee Department of Transportation's Litter Grant Program.

Submitted by Vicky McMurray
Date: April 4, 2016

RESOLUTION NO. 16-04-003

SPONSORED BY COMMISSIONER TOM STINNETT

**A RESOLUTION TO RESTRUCTURE THE BLOUNT COUNTY HUMAN RESOURCES/
INSURANCE COMMITTEE**

WHEREAS, the Blount County Human Resources/Insurance Committee currently consists of the following members: (5) Blount County Commissioners, the Blount County Mayor, the Blount County Sheriff, the Blount County Highway Superintendent, an elected official appointed by the Blount County Mayor, and a representative from the Blount County School Department; and

WHEREAS, the Blount County Legislative Body desires to restructure the composition of the membership of the Human Resources/Insurance Committee in order to allow for more guidance and expertise in the area of the Affordable Care Act and wellness of county employees; and

WHEREAS, it is necessary for Blount County Government to restructure the composition of the Human Resources/Insurance Committee to include five (5) voting members from the Blount County Commission to be elected by the Blount County Legislative Body, and six (6) advisory non-voting members, which would include the Human Resources Director, Chairman of the School Board, Director of Schools, and three (3) Blount County citizens with Human Resources/Insurance expertise to be nominated by the Blount County Mayor and confirmed by the Blount County Legislative Body; and

WHEREAS, the members of the Human Resources/Insurance Committee shall be appointed annually in January.

NOW, THEREFORE, BE IT RESOLVED by the Blount County Board of Commissioners meeting in regular session on this the 21st day of April, 2016, that the Blount County Human Resources/Insurance Committee shall be comprised of five (5) Blount County Commissioners elected by the Blount County Legislative Body, and six (6) advisory non-voting members which includes the Human Resources Director, Chairman of the School Board, Director of Schools, and 3 Blount County citizens with Human Resources/Insurance expertise to be nominated by the Blount County Mayor and confirmed by the Blount County Legislative Body, and the members shall be appointed annually in January.

Duly authorized and approved the 21st day of April, 2016.

CERTIFICATION OF ACTION:

ATTEST:

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date

RESOLUTION No. 16-04-004

**Sponsored By Commissioners Rick Carver, Archie Archer, Kenneth Melton,
and Steve Samples**

**A RESOLUTION GIVNG APPROVAL FOR AN INCREASE IN THE BLOUNT
COUNTY ANIMAL CENTER FEES FOR RECLAIMING ANIMALS**

WHEREAS, pursuant to T.C.A. § 5-1-120, Counties, by resolution of their respective legislative bodies, may license and regulate dogs and cats, establish and operate shelters and other animal control facilities, and regulate, capture, impound and dispose of stray dogs, stray cats and other stray animals; and

WHEREAS, the Blount County Animal Center has policies and procedures for impounding stray dogs and cats; and

WHEREAS, on March 24, 2016, the Blount County Animal Center Advisory Board met, and approved a motion to increase the fees for reclaiming animals from \$35.00 to \$50.00.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Blount County, Tennessee, meeting in regular session on this the 21st day of April, 2016, that the request to increase the fees from \$35.00 to \$50.00 to reclaim animals at the Blount County Animal Center is hereby approved.

BE IT FURTHER RESOLVED that this resolution shall take effect upon its adoption, the public welfare requiring it.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: __

Vetoed: _____
County Mayor

Date

TENNESSEE CODE ANNOTATED
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*** Current through the 2015 Regular Session ***

Title 5 Counties
Chapter 1 General Provisions
Part 1 Counties Generally

Tenn. Code Ann. § 5-1-120 (2015)

5-1-120. Power to regulate stray animals.

Counties, by resolution of their respective legislative bodies, may license and regulate dogs and cats, establish and operate shelters and other animal control facilities, and regulate, capture, impound and dispose of stray dogs, stray cats and other stray animals.

BLOUNT MEMORIAL HOSPITAL
Maryville, Tennessee

REPORT TO BLOUNT COUNTY COMMISSION – APRIL 2016

I. INTRODUCTION:

This report to the Blount County Commission provides you with information on Hospital activities, services, and progress over the past three months. It includes Statistical and Financial Reports, and other relevant information. Please let me know if you have questions or need clarifications on this report or any other Hospital activities.

II. STASTICAL REPORTS: (Please see the attached Statistical Report.)

Admissions for the month of February were 959 versus a budget of 948, which is 1.2% above budget and 0.1% above prior year.

Patient days were 4,456, or 6.0% above budget of 4,205 and 7.2% below last year.

The length of stay for February was 4.60 days, which was above budget of 4.44 and below prior year of 5.01.

For the first eight months of this fiscal year, the Hospital has had 7,747 admissions versus a budget of 7,507, which is 3.2% above budget and 3.9% above prior year. Patient days for the first eight months of this fiscal year have been 35,730, which was 7.2% above budget, and 3.4% above prior year.

Our average length of stay for the year is 4.64 days, which was above budget of 4.44 days and below prior year of 4.65 days.

III. FINANCIAL REPORT: (Please see the attached Financial Report.)

Financially, February 2016 saw gross patient revenues of \$80,667,000, which was \$5,254,000 or 7.0% above budget and 22.3% above prior year.

Net patient revenues of \$19,964,000 were \$814,000, or 4.3% above budget and 19.0% above prior year. Total operating revenues of \$21,027,000 were \$886,000, or 4.4% above budget and 17.9% above prior year.

Expenses were \$20,989,000, which were \$1,072,000 or 5.4% above budget and 17.2% above prior year. For the month, operating income of \$38,000 was \$186,000 less than budget, and bottom line income for the month of \$321,000, was \$195,000, or 37.8% below budget.

For the year, gross patient revenues were \$653,031,000, which was \$44,701,000, or 7.3% above budget. Net patient revenues were \$162,462,000, or 3.8% above

budget. Total operating revenues were \$170,846,000, or 3.9% above budget. Total expenses were \$170,341,000 or \$8,072,000 more than budget.

For the year, excess of revenues over expenses was a loss of \$4,720,000 and below the budget of \$4,551,000.

Salaries, benefits, and contract salaries as a percent of total operating revenue for the year were 59.83% compared to budget of 58.25% and prior year of 59.54%.

Through February 2016, operating gain of \$505,000 compares to 2015 operating gain year-to-date of \$598,000, and bottom line loss of \$4,720,000 compares to 2015 bottom line loss of \$492,000.

Significant balance sheet changes for the month were increases in gross accounts receivable of \$1,387,532. During the month total property and equipment decreased by \$647,781.

The balance of the combined investment portfolio for the Hospital and Foundation is \$99,275,895 which is a decrease of \$525,648 from prior month.

III. OTHER HOSPITAL MATTERS:

The Joint Commission Accreditation: I am pleased to report that The Joint Commission surveyors have granted the Hospital a three-year accreditation effective through October 24, 2018. I have attached the letter of accreditation. Joint Commission accreditation and certification is recognized nationwide as a symbol of quality that reflects an organization's commitment to meeting certain performance standards. All member health care organizations are subject to a three-year accreditation cycle. The required standards focus on important patient, individual, or resident care and organization functions that are essential to providing safe, high quality care. Blount Memorial has been continuously accredited by The Joint Commission since May 7, 1954.

Charity Care: Blount Memorial Hospital is committed to serving the people of Blount County. During the months of December 2015, January 2016, and February 2016, Blount Memorial's financial assistance program provided \$7,929,068 of charity care to patients with a primary residence in Blount County at the time service was rendered. We continue with our mission, to improve the health and quality of life in the community we serve.

Cancer Center Annual Report: Attached with this report is an electronic version of our Cancer Center Annual Report for 2015. This report is a requirement for

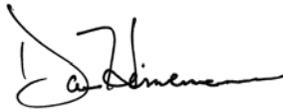
commendation for our American College of Surgeons' Commission on Cancer accreditation process. It includes a review of tumor registry data, a site-specific cancer study compiled by Dr. Albert Petty, radiation oncologist and Cancer Center Medical Director, and information about our cancer care program. This report is distributed annually to our medical staff.

Annual Legislative Luncheon: Our Annual Legislative Luncheon with our state legislators was held Friday, January 8, at the Hospital. Senator Overbey and Representatives Swann and Ramsey were in attendance. Topics discussed included TennCare and budget concerns, including hospital assessment and Medicaid expansion (Insure Tennessee); an update on closing Lakeshore Mental Health Institute; and Certificate of Need.

V. Conclusion:

Should you have questions or be in need of additional information regarding this report, do not hesitate to contact me. My office phone number is: 977-5533, and my office e-mail is: dheinema@bmnnet.com. Please feel free to contact me at any time if I can be of service.

Best regards,

A handwritten signature in black ink, appearing to read "Don Heinemann", written over a light blue horizontal line.

Don Heinemann
Chief Executive Officer

kcyj
Attachments

**BLOUNT MEMORIAL HOSPITAL
KEY STATISTICS
FEBRUARY 2016**

	MONTH					YEAR TO DATE				
	Actual	Budget	%	Actual	%	Actual	Budget	%	Actual	%
	02/29/16	02/29/16	Variance	02/28/15	Variance	02/29/16	02/29/16	Variance	02/28/15	Variance
Admissions	959	948	1.2%	958	0.1%	7,747	7,507	3.2%	7,454	3.9%
Discharges:										
Private Insurance	251	246	2.0%	221	13.6%	2,012	1,945	3.4%	1,856	8.4%
Medicare	305	325	-6.2%	356	-14.3%	2,411	2,575	-6.4%	2,626	-8.2%
Self-Pay	60	68	-11.8%	48	25.0%	499	539	-7.4%	417	19.7%
TennCare	103	90	14.4%	100	3.0%	834	714	16.8%	703	18.6%
Medicare/HMO	250	219	14.2%	234	6.8%	1,947	1,734	12.3%	1,828	6.5%
Total	<u>969</u>	<u>948</u>	2.2%	<u>959</u>	1.0%	<u>7,703</u>	<u>7,507</u>	2.6%	<u>7,430</u>	3.7%
Observation Patients	434	368	17.9%	388	11.9%	3,582	3,008	19.1%	3,110	15.2%
Patient Days	4,456	4,205	6.0%	4,804	-7.2%	35,730	33,317	7.2%	34,539	3.4%
Transitional Care Days	<u>1,921</u>	<u>1,981</u>	-3.0%	<u>1,475</u>	30.2%	<u>14,360</u>	<u>16,664</u>	-13.8%	<u>14,787</u>	-2.9%
Total Days	<u>6,377</u>	<u>6,186</u>	3.1%	<u>6,279</u>	1.6%	<u>50,090</u>	<u>49,981</u>	0.2%	<u>49,326</u>	1.5%
Observation Days	611	463	32.0%	461	32.5%	4,471	3,785	18.1%	3,847	16.2%
Average Inpatients Per Day	220	213	3.3%	224	-1.8%	205	205	0.0%	203	1.0%
Average Total Patients Per Day	241	229	5.2%	241	0.0%	224	220	1.8%	219	2.3%
Average Acute Length of Stay	4.60	4.44	3.6%	5.01	-8.2%	4.64	4.44	4.5%	4.65	-0.2%
Case Mix Index	1.29	1.41	-8.5%	1.36	-5.1%	1.40	1.41	-1.1%	1.38	0.9%
Medicare Case Mix Index	1.44	1.58	-8.9%	1.60	-10.0%	1.61	1.58	1.7%	1.57	2.1%
Births	63	62	1.6%	53	18.9%	476	495	-3.8%	490	-2.9%
Total Nursery Days	107	99	8.1%	86	24.4%	806	785	2.7%	778	3.6%
Outpatient Visits	18,511	18,293	1.2%	14,534	27.4%	151,941	149,663	1.5%	144,028	5.5%
Outpatient Clinic Ancillary	8,419	7,988	5.4%	6,341	32.8%	66,367	65,355	1.5%	61,855	7.3%
Emergency Room Visits	4,333	4,430	-2.2%	4,264	1.6%	38,849	36,241	7.2%	35,973	8.0%
Surgical Cases I/P	216	235	-8.1%	194	11.3%	1,710	1,865	-8.3%	1,647	3.8%
Surgical Cases O/P	275	316	-13.0%	247	11.3%	2,421	2,589	-6.5%	2,532	-4.4%
Surgical Cases BMOS	<u>250</u>	<u>260</u>	-3.8%	<u>242</u>	3.3%	<u>1,991</u>	<u>2,126</u>	-6.3%	<u>378</u>	426.7%
Total	<u>741</u>	<u>811</u>	-8.6%	<u>683</u>	8.5%	<u>6,122</u>	<u>6,580</u>	-7.0%	<u>4,179</u>	46.5%
Lab Tests I/P	35,560	35,887	-0.9%	31,682	12.2%	293,903	284,238	3.4%	234,633	25.3%
Lab Tests O/P	<u>61,281</u>	<u>59,301</u>	3.3%	<u>53,771</u>	14.0%	<u>504,566</u>	<u>485,174</u>	4.0%	<u>513,071</u>	-1.7%
Total	<u>96,841</u>	<u>95,188</u>	1.7%	<u>85,453</u>	13.3%	<u>798,469</u>	<u>769,412</u>	3.8%	<u>747,704</u>	6.8%
Radiology Exams I/P	3,126	3,335	-6.3%	3,489	-10.4%	26,770	26,410	1.4%	25,932	3.2%
Radiology Exams O/P	<u>11,052</u>	<u>9,849</u>	12.2%	<u>8,799</u>	25.6%	<u>90,014</u>	<u>80,577</u>	11.7%	<u>80,197</u>	12.2%
Total	<u>14,178</u>	<u>13,184</u>	7.5%	<u>12,288</u>	15.4%	<u>116,784</u>	<u>106,987</u>	9.2%	<u>106,129</u>	10.0%
Pharmacy Line Items	134,974	122,602	10.1%	135,625	-0.5%	1,088,754	971,037	12.1%	1,018,633	6.9%
Clinic Visits:										
ETMG	12,640	9,790	29.1%	9,130	38.4%	93,551	84,579	10.6%	78,877	18.6%
BMPG	5,348	3,874	38.0%	3,636	47.1%	40,820	39,311	3.8%	36,895	10.6%
Care Today	<u>3,029</u>	<u>3,465</u>	-12.6%	<u>3,165</u>	-4.3%	<u>27,588</u>	<u>33,594</u>	-17.9%	<u>30,687</u>	-10.1%

**BLOUNT MEMORIAL HOSPITAL
KEY STATISTICS
FEBRUARY 2016**

	MONTH					YEAR TO DATE				
	Actual	Budget	%	Actual	%	Actual	Budget	%	Actual	%
	02/29/16	02/29/16	Variance	02/28/15	Variance	02/29/16	02/29/16	Variance	02/28/15	Variance
O.R. Utilization										
Bariatric	1	19	-94.7%	5	-80.0%	78	152	-48.7%	95	-17.9%
ENT	53	47	12.8%	39	35.9%	420	382	9.9%	381	10.2%
General Surgery	240	225	6.7%	205	17.1%	1,891	1,828	3.4%	1,570	20.4%
GYN	42	61	-31.1%	50	-16.0%	503	496	1.4%	482	4.4%
Neuro Surgery	16	20	-20.0%	2	0.0%	133	163	-18.4%	2	0.0%
Orthopedic	204	209	-2.4%	216	-5.6%	1,632	1,698	-3.9%	1,007	62.1%
Plastic	21	18	16.7%	15	40.0%	158	143	10.5%	131	20.6%
Thoracic	8	12	-33.3%	22	-63.6%	75	99	-24.2%	107	-29.9%
Urology	45	66	-31.8%	42	7.1%	370	534	-30.7%	439	-15.7%
Vascular	17	18	-5.6%	16	6.3%	114	149	-23.5%	128	-10.9%
Other	94	116	-19.0%	71	32.4%	748	936	-20.1%	215	247.9%
Total	741	811	-8.6%	683	8.5%	6,122	6,580	-7.0%	4,557	34.3%
Special Proc/Cath Lab	201	206	-2.4%	237	-15.2%	1,749	1,630	7.3%	1,694	3.2%
Radiation Oncology	1,499	1,408	6.5%	1,511	-0.8%	13,440	11,518	16.7%	11,933	12.6%
Endoscopy	415	352	17.9%	289	43.6%	3,079	2,878	7.0%	2,617	17.7%
MRI	724	728	-0.5%	607	19.3%	6,344	5,954	6.6%	5,718	10.9%
Mammograms	1,171	1,154	1.5%	887	32.0%	10,180	9,443	7.8%	9,679	5.2%
RT Treatments	18,247	17,484	4.4%	18,045	1.1%	142,229	138,474	2.7%	131,441	8.2%
Cardiology	3,163	2,913	8.6%	2,823	12.0%	24,896	23,070	7.9%	22,770	9.3%
Vascular Lab	552	555	-0.5%	470	17.4%	4,714	4,539	3.9%	4,576	3.0%
Cardio/Pulm Rehab	2,832	2,759	2.6%	1,870	51.4%	22,725	22,570	0.7%	22,291	1.9%
Rehab Services I/P	4,697	4,840	-3.0%	4,467	5.1%	38,817	38,332	1.3%	37,822	2.6%
Rehab Services O/P	22,610	20,317	11.3%	17,002	33.0%	166,387	166,222	0.1%	170,034	-2.1%
Total	27,307	25,157	8.5%	21,469	27.2%	205,204	204,554	0.3%	207,856	-1.3%
Home Health Episodes	200	201	-0.5%	210	-4.8%	1,722	1,644	4.7%	1,683	2.3%
Hospice Days	1,198	1,324	-9.5%	1,067	12.3%	10,472	10,834	-3.3%	10,760	-2.7%
EHRC Outpatient Visits	1,490	1,346	10.7%	1,002	48.7%	11,674	11,016	6.0%	10,475	11.4%
Occupational Health:										
Springbrook	410	549	-25.3%	478	-14.2%	4,181	4,495	-7.0%	4,307	-2.9%
Tellico	209	235	-11.1%	236	-11.4%	1,891	1,921	-1.6%	1,903	-0.6%
MorningView Village										
Independent	21	30	-30.0%	28	-25.0%	24	30	-20.0%	29	-17.2%
Assisted Living	42	41	2.4%	38	10.5%	40	41	-2.4%	42	-4.8%
Dementia/Alzheimers	17	17	0.0%	18	-5.6%	17	17	0.0%	17	0.0%
Total	80	88	-9.1%	84	-4.8%	81	88	-8.0%	88	-8.0%
Springbrook Memberships	2,965	3,055	-2.9%	3,017	-1.7%	2,932	3,055	-4.0%	2,964	-1.1%
TCC Average Daily Census	66	68	-2.9%	53	24.5%	59	68	-13.2%	61	-3.3%

**BLOUNT MEMORIAL HOSPITAL
STATEMENT OF REVENUES AND EXPENSES vs. BUDGET
FEBRUARY 2016**

(In Thousands)

	MONTH				YEAR TO DATE			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
Gross Revenues:								
Inpatient	\$33,046	\$32,699	\$347	1.1%	\$268,941	\$259,698	\$9,243	3.6%
Outpatient	42,685	38,138	4,547	11.9%	347,388	312,025	35,363	11.3%
Professional	4,936	4,576	360	7.9%	36,702	36,607	95	0.3%
Gross Patient Revenues	80,667	75,413	5,254	7.0%	653,031	608,330	44,701	7.3%
Total Adjustments	60,703	56,263	4,440	7.9%	490,569	451,769	38,800	8.6%
Net Patient Revenues	19,964	19,150	814	4.3%	162,462	156,561	5,901	3.8%
Other Revenues	1,063	991	72	7.3%	8,384	7,926	458	5.8%
Total Operating Revenues	21,027	20,141	886	4.4%	170,846	164,487	6,359	3.9%
Expenses:								
Salaries and Wages	9,986	9,351	635	6.8%	82,132	77,521	4,611	5.9%
Employee Benefits	2,755	2,201	554	25.2%	19,017	17,828	1,189	6.7%
Contract Salaries	62	59	3	5.1%	1,061	469	592	126.2%
Professional Fees	557	350	207	59.1%	3,570	2,803	767	27.4%
Patient Supplies	3,277	3,412	-135	-4.0%	28,276	27,200	1,076	4.0%
Purchased Maintenance	747	831	-84	-10.1%	6,027	6,645	-618	-9.3%
Outside Services	665	649	16	2.5%	5,816	5,188	628	12.1%
Equipment Rental	182	219	-37	-16.9%	1,364	1,749	-385	-22.0%
Utilities	370	445	-75	-16.9%	3,315	3,581	-266	-7.4%
Marketing	59	83	-24	-28.9%	480	660	-180	-27.3%
Depreciation	1,468	1,463	5	0.3%	11,789	11,707	82	0.7%
Other Expenses	861	854	7	0.8%	7,494	6,918	576	8.3%
Total Expenses	20,989	19,917	1,072	5.4%	170,341	162,269	8,072	5.0%
Operating Income	38	224	-186	-83.0%	505	2,218	-1,713	-77.2%
Non-Operating:								
Investment Income	444	432	12	2.8%	-4,289	3,453	-7,742	-224.2%
Interest Expense	-194	-186	8	4.3%	-1,525	-1,487	38	2.6%
Contributions & Other	33	46	-13	-28.3%	589	367	222	60.5%
Excess of Revenues over Expenses	\$321	\$516	-\$195	-37.8%	-\$4,720	\$4,551	-\$9,195	-202.0%
Operating Margin	0.18%	1.11%			0.30%	1.35%		
Total Margin	1.53%	2.56%			-2.76%	2.77%		
Compensation Ratio	60.89%	57.65%			59.83%	58.25%		
Supply Expense Ratio	15.58%	16.94%			16.55%	16.54%		
FTE per AOB	4.64	4.83			4.84	4.96		

**BLOUNT MEMORIAL HOSPITAL
STATEMENT OF REVENUES AND EXPENSES vs. PRIOR YEAR
FEBRUARY 2016**

(In Thousands)

	MONTH				YEAR TO DATE			
	Feb 16	Feb 15	Variance	%	Feb 16	Feb 15	Variance	%
Gross Revenues:								
Inpatient	\$33,046	\$31,765	\$1,281	4.0%	\$268,941	\$240,207	\$28,734	12.0%
Outpatient	42,685	30,880	11,805	38.2%	347,388	277,653	69,735	25.1%
Professional	4,936	3,323	1,613	48.5%	36,702	29,068	7,634	26.3%
Gross Patient Revenues	80,667	65,968	14,699	22.3%	653,031	546,928	106,103	19.4%
Total Adjustments	60,703	49,194	11,509	23.4%	490,569	403,758	86,811	21.5%
Net Patient Revenues	19,964	16,774	3,190	19.0%	162,462	143,170	19,292	13.5%
Other Revenues	1,063	1,060	3	0.3%	8,384	9,297	-913	-9.8%
Total Operating Revenues	21,027	17,834	3,193	17.9%	170,846	152,467	18,379	12.1%
Expenses:								
Salaries and Wages	9,986	8,705	1,281	14.7%	82,132	73,498	8,634	11.7%
Employee Benefits	2,755	2,033	722	35.5%	19,017	16,723	2,294	13.7%
Contract Salaries	62	47	15	31.9%	1,061	551	510	92.6%
Professional Fees	557	485	72	14.8%	3,570	3,076	494	16.1%
Patient Supplies	3,277	2,413	864	35.8%	28,276	23,517	4,759	20.2%
Purchased Maintenance	747	702	45	6.4%	6,027	6,124	-97	-1.6%
Outside Services	665	594	71	12.0%	5,816	4,676	1,140	24.4%
Equipment Rental	182	233	-51	-21.9%	1,364	1,830	-466	-25.5%
Utilities	370	374	-4	-1.1%	3,315	3,331	-16	-0.5%
Marketing	59	67	-8	-11.9%	480	550	-70	-12.7%
Depreciation	1,468	1,436	32	2.2%	11,789	11,295	494	4.4%
Other Expenses	861	824	37	4.5%	7,494	6,698	796	11.9%
Total Expenses	20,989	17,913	3,076	17.2%	170,341	151,869	18,472	12.2%
Operating Income	38	-79	117	148.1%	505	598	-93	-15.6%
Non-Operating:								
Investment Income	444	1,041	-597	-57.3%	-4,289	33	-4,322	-13097.0%
Interest Expense	-194	-187	7	3.7%	-1,525	-1,470	55	3.7%
Contributions & Other	33	0	33		589	347	242	69.7%
Excess of Revenues over Expenses	\$321	\$775	-\$454	-58.6%	-\$4,720	-\$492	-\$4,118	-837.0%
Operating Margin	0.18%	-0.44%			0.30%	0.39%		
Total Margin	1.53%	4.35%			-2.76%	-0.32%		
Compensation Ratio	60.89%	60.47%			59.83%	59.54%		
Supply Expense Ratio	15.58%	13.53%			16.55%	15.42%		
FTE per AOB	4.64	4.80			4.84	4.92		

**BLOUNT MEMORIAL HOSPITAL
BALANCE SHEET
FEBRUARY 2016**

	Feb 16	Jan 16	Jun 15	Variance
<u>ASSETS</u>				
CURRENT ASSETS				
Cash	\$724,243	\$92,799	\$4,808,547	-\$4,084,304
Accounts Receivable	118,581,200	117,193,668	94,334,780	24,246,420
Less Allowances for Doubtful Accounts	89,589,403	89,084,503	70,759,931	18,829,472
Net Accounts Receivable	28,991,797	28,109,165	23,574,849	5,416,948
Inventories	3,966,713	3,991,480	3,793,814	172,899
Prepaid Expenses	3,217,076	3,194,226	2,150,085	1,066,991
TOTAL CURRENT ASSETS	36,899,829	35,387,670	34,327,295	2,572,534
PROPERTY AND EQUIPMENT				
Property, Plant and Equipment	325,622,561	325,680,017	318,482,116	7,140,445
Less Allowances for Depreciation	204,632,225	203,185,933	193,174,919	11,457,306
	120,990,336	122,494,084	125,307,197	-4,316,861
Assets Under Construction	4,740,610	3,884,643	1,472,599	3,268,011
TOTAL PROPERTY AND EQUIPMENT	125,730,946	126,378,727	126,779,796	-1,048,850
MINORITY INTEREST INVESTMENT	2,040,000	2,040,000	2,040,000	0
OTHER NON-CURRENT ASSETS	6,128,598	6,070,877	6,063,779	64,819
ACCUMULATED DECREASE IN FAIR VALUE OF INTEREST RATE SWAPS	11,145,815	11,145,815	11,145,815	0
ASSETS LIMITED AS TO USE				
By Board for Capital Improvements	97,626,952	98,119,702	105,500,581	-7,873,629
Accrued Interest Receivable	87,028	121,689	172,512	-85,484
Foundation Investments	1,561,915	1,560,152	1,539,715	22,200
TOTAL ASSETS LIMITED AS TO USE	99,275,895	99,801,543	107,212,808	-7,936,913
	\$281,221,083	\$280,824,632	\$287,569,493	-\$6,348,410
<u>LIABILITIES AND FUND BALANCE</u>				
CURRENT LIABILITIES				
Trade Accounts Payable	\$4,786,998	\$4,905,607	\$4,372,977	\$414,021
Accrued Expenses	12,112,633	12,315,388	14,471,492	-2,358,859
Estimated Third Party Payor Settlements	698,787	236,674	901,810	-203,023
Interest Payable	231,369	296,183	174,487	56,882
Current Portion of Long-Term Debt	4,151,295	4,151,295	4,091,778	59,517
Current Portion of Capital Lease	831,388	831,388	0	831,388
TOTAL CURRENT LIABILITIES	22,812,470	22,736,535	24,012,544	-1,200,074
LONG-TERM DEBT	81,322,889	81,322,889	81,949,184	-626,295
OTHER NON-CURRENT LIABILITIES	197,597	197,663	0	197,597
INTEREST RATE SWAP LIABILITY	11,145,815	11,145,815	11,145,815	0
FUND BALANCE	165,742,312	165,421,730	170,461,950	-4,719,638
	\$281,221,083	\$280,824,632	\$287,569,493	-\$6,348,410

WE'RE IN THIS TOGETHER

*Comprehensive
cancer services
from diagnosis
through recovery*





Patient- and Family-Centered Resources

The four-story, 80,000-square-foot Cancer Center is located on the hospital's main campus, making it easy for patients and their family members to address a variety of health needs in a single visit. Patient- and family-centered resources available through the Cancer Center include:

comprehensive support services such as rehabilitation, spiritual care and nutrition consults

advanced imaging, biopsy and treatment technologies

MEND (Mobilize, Educate, Normalize and Detect) post-cancer and lymphedema rehabilitation program

a non-denominational chapel open 24 hours-a-day, seven days-a-week

the Perfect Fit full-service specialty shop offering post-mastectomy and lymphedema accessories, supplies and adaptive clothing

a dedicated oncology social worker

a medical library

patient and family support groups and education programs including a Managing Your Cancer class for newly diagnosed patients

cancer-related physician specialists

a certified oncology dietitian for inpatient and outpatient needs

a certified nurse navigator for breast cancer patients

VISION

a community where all individuals reach their highest potential for health.

MISSION

to continuously improve the health and well-being of our entire community and to work in partnership with others who share the core values of Blount Memorial Hospital.

hospitality • excellence • advocacy • leadership • stewardship



Cancer Program Standards: Ensuring Patient-Centered Care establishes new requirements around patient-centered needs and expands the focus on improving the quality of care and patient outcomes. Five elements are key to the success of a CoC-accredited cancer program: The clinical services provide state-of-the-art pretreatment evaluation, staging, treatment, and clinical follow-up for cancer patients seen at the facility for primary, secondary, tertiary, or end-of-life care.



We expect excellence in cancer care. You should, too.

Where would you go for cancer treatment?

At the Blount Memorial Cancer Center, we understand that question is one few people consider unless they are diagnosed with cancer. That's because knowing where to turn for the most-advanced cancer diagnostic tests, the latest cancer treatments and comprehensive cancer support rarely matters until it's what matters most.

This annual report provides an overview of the exceptional cancer care delivered at the Cancer Center every day. Included are three survivor stories of cancer patients who were diagnosed and treated at Blount Memorial. Their experiences help illustrate who we are and what we do.

From diagnosis through recovery, we expect excellence in every aspect of the care we provide at the Cancer Center. You should expect the same. Even if you never require cancer care, you can take comfort in knowing that your local cancer center has the expertise, resources and leading-edge technologies needed to diagnose, treat and survive cancer.

For more information about cancer care at Blount Memorial, visit www.blountmemorial.org or call the Cancer Center at 865-980-5534.

“At Blount Memorial, we benchmark ourselves against other programs and meet and/or exceed state and national standards here for breast and colorectal cancers. We are proud of our patient outcomes and the care that we provide to our patients. I can honestly say that people with cancer can't get any better care anywhere else.”

DR. MELISSA TREKELL

Blount Memorial surgeon and Cancer Center liaison to the American College of Surgeons Commission on Cancer



“Our top community outreach priorities for 2016 include: increasing participation in our smoking cessation program, promoting awareness of the health risks related to smoking, and emphasizing the importance of being physically active and maintaining a healthy weight to reduce cancer risk.”

DR. ALBERT PETTY
radiation oncologist and
Cancer Center medical director

THE YEAR IN REVIEW

A message from the medical director

Thank you for your interest in the Blount Memorial Cancer Center.

We've expanded, enhanced and added a number of services of the past year, and I welcome the opportunity to share this exciting news with you. Additional details about the topics I'll address are included in this annual report and online at www.blountmemorial.org.

To start off, I want to let you know that the nurse navigator program we fully implemented in 2014 has been very successful. Our nurse navigator, Denia Lash, now is following about 150 breast cancer patients. One aspect of this program is creating a survivorship care plan for each patient. The plan is a summary of a patient's treatment, plus physician recommendations for follow-up after the patient has completed treatment. Denia has been developing plans for breast cancer patients and some prostate cancer patients. In the coming year, we will expand the survivorship plans, working toward our ultimate goal of providing plans to all of our patients who are being treated for cure. Everyone is so appreciative of Denia's efforts, and we've received such positive feedback. We hope to expand the navigator program in the future to include people diagnosed with lung cancer, prostate cancer, and, perhaps, head and neck cancer.

Another exciting area for us is radiation therapy. We are enhancing technologies, and are planning for a major expansion of the department. Recently, we installed a high-dose rate radiation therapy unit. This highly sophisticated tool uses an extremely high-intensity strength radiation source targeted in a limited area to treat tumors. This technology is used, in particular, to treat types of gynecological cancer, including endometrial or cervical cancer. There also are certain situations where it is very helpful in shrinking lung cancer tumors located down in a breathing tube. In some instances, it can be appropriate for prostate cancer and certain skin cancers. The advantage of this type of treatment is that radiation is delivered in short, intense and targeted treatments.

The other major development in radiation therapy is that we are installing a new, state-of-the-art linear accelerator in 2016. This will expand our radiation therapy capabilities, allowing us to treat some tumors that we have not treated in the past. Also, in 2015 we were accepted into a national cooperative group that is conducting a number of clinical trials related to radiation therapy. We have several of those trials open, and hope to expand those opportunities. This is an important piece of our cancer program, since clinical trials advance our knowledge of what we need to do to treat patients. Patients who participate in clinical trials can be assured that rigorous quality measures are in place, and that the treatment they are receiving is the very latest available anywhere.

Speaking of leading-edge treatments, the Cancer Center also has introduced some new techniques to treat difficult-to-reach lung cancers. Using ultrasound guidance, our pulmonologists are performing 3D bronchoscopies. This allows them to do biopsies of lymph nodes in the lung area in a much-less-invasive fashion, and to biopsy lesions in



DR. GREG LEMENSE (left)
and DR. ANDY WALLER
interventional pulmonologists

“With electromagnetic navigation bronchoscopy, we can accurately diagnose lung nodules when they are still small. Using a CT (*computed tomography*) scan as the ‘map,’ the technology provides guidance similar to the GPS system in your car. This allows the doctor to use special tools to travel through the lung and reach the desired spot that needs to be biopsied. This new technology can reach any spot in the lung, while the needle biopsy cannot reach all spots. Hopefully, this will allow earlier diagnosis of lung cancers when they still can be cured with surgery.”

DR. GREG LEMENSE
Board-certified
interventional pulmonologist

the far reaches of the lung that could not be approached by bronchoscopy. The 3D bronchoscopy is a more accurate and, perhaps, safer way to diagnose hard-to-reach tumors at any earlier stage, which hopefully results in a better outcome.

Another highlight is our new breast cancer support group, open to anyone who has been recently diagnosed, is currently undergoing treatment or is a breast cancer survivor. In the coming year, Blount Memorial also will begin hosting a support group for people with prostate cancer, and continue groups for head and neck cancer, lymphedema, and a support group for caregivers.

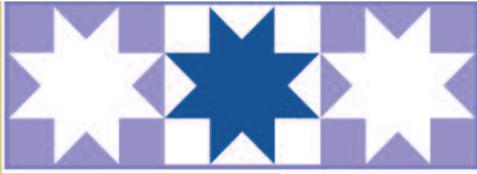
Support groups are part of the Cancer Center’s active community outreach program. Top community outreach priorities for 2016 include: increasing participation in our smoking cessation program, promoting awareness of the health risks related to smoking, and emphasizing the importance of being physically active and maintaining a healthy weight to reduce cancer risk. We now know that obesity is a risk factor for many types of cancer. In fact, it likely is the second-leading cause of cancer behind smoking. We want to help people in our community understand the connection between obesity and cancer so that they can be as healthy as possible.

Thank you once again for your interest in the Cancer Center. We are honored to serve this community, and are committed to providing state-of-the-art cancer diagnostics, treatment and rehabilitation—right here in Blount County.

Sincerely,

DR. ALBERT PETTY

Radiation oncologist, Cancer Center medical director



Managing Your Cancer

A free class that covers everything you want to know about your cancer treatment, including side effects, nutrition, pain management and more

“When people have new symptoms or their treatment changes, this class can be really helpful. We’re here to help the community. If you have been diagnosed with cancer or are caring for someone with cancer, Managing Your Cancer is a free resource that is available to you.”

REGINA VANDIVER, RN
*oncology nurse and
 oncology clinical educator*



A cancer diagnosis unleashes a steady stream of new, and often complex, information. In addition to learning about your specific type of cancer and prognosis, you’re given detailed information about treatment options, potential side effects, pain management and nutrition. And, while you’re trying to process everything, there are practical matters such as finances, scheduling multiple appointments, and transportation to and from treatment.

In other words, being diagnosed with cancer can be exhausting. And, that’s before your treatment even begins.

It doesn’t have to be this way. At the Blount Memorial Cancer Center, we believe that people with cancer and their caregivers have the right to know what is happening and why throughout the course of treatment. Knowledge helps reduce anxiety, supports overall health and empowers people to make informed decisions about their care.

That’s why the Cancer Center offers a free

Managing Your Cancer class to anyone newly diagnosed with cancer or currently undergoing cancer treatment. This informative class also is open to families and caregivers so that they can ask questions, and feel more comfortable providing care and support.

“When you first get that cancer diagnosis, there is so much information to take in at one time,” says Cancer Center oncology nurse and oncology clinical educator Regina Vandiver. “Once patients leave their physician’s office, they naturally have questions and need information reinforced over time. That is what this class is all about. We provide the information, answers and resources patients need to understand what to expect and what their treatments will entail.”

Custom-Tailored Classes and Individual Attention

The free Managing Your Cancer class reflects the Cancer Center’s multidisciplinary and per-

REGISTER OR LEARN MORE

Managing Your Cancer is held the second and fourth Tuesday of each month from 1–4 p.m. in the Cancer Center classroom 2. Pre-registration is required. Regina Vandiver recommends signing up at least two weeks in advance to allow time for assembling the multidisciplinary team matched to your individual diagnosis and plan of care. For more information or to register, call 865-273-4004 or 865-980-4819.

Class topics may include:

- chemotherapy and/or radiation therapy, including how the patient’s specific treatment works, plan of care, what to expect and managing side effects
- nutrition, such as how eating small, frequent meals and bland foods can be helpful when undergoing chemotherapy
- emotional health issues
- exercise and managing fatigue
- lymphedema and related MEND rehabilitation services
- pain management
- palliative care, including the difference between palliative care and hospice
- personal appearance such as specialty clothing, wigs and accessories

sonalized approach to care. Instead of sitting in a big group class, attendees receive one-on-one attention and information tailored to fit their specific needs. Once a patient (*or caregiver or family member*) registers for a class, Vandiver assembles a multidisciplinary team of experts who can address that patient's type of cancer, plan of care and individual questions.

Depending on the patient's diagnosis and treatment, this team could include the Cancer Center's nurse navigator, a chemotherapy pharmacist, a clinical educator, an oncology nurse, a palliative care specialist, a registered dietician, and a social worker, as well as a physical therapist, speech-language pathologist or other lymphedema specialist from the MEND (*Mobilize, Educate, Normalize and Detect*) rehabilitation program.

Class attendees work their way through a series of stations, each staffed by one of Blount Memorial's cancer care experts. This individualized format allows ample time for confidential discussion, instruction and questions.

"We get such positive feedback from the people who come to the class," says Vandiver. "They feel it is a great help, and they appreciate the book we provide that covers all of the topics discussed in the class. There's also room in the book to take notes and keep track of lab results, plus a calendar to write down appointments."

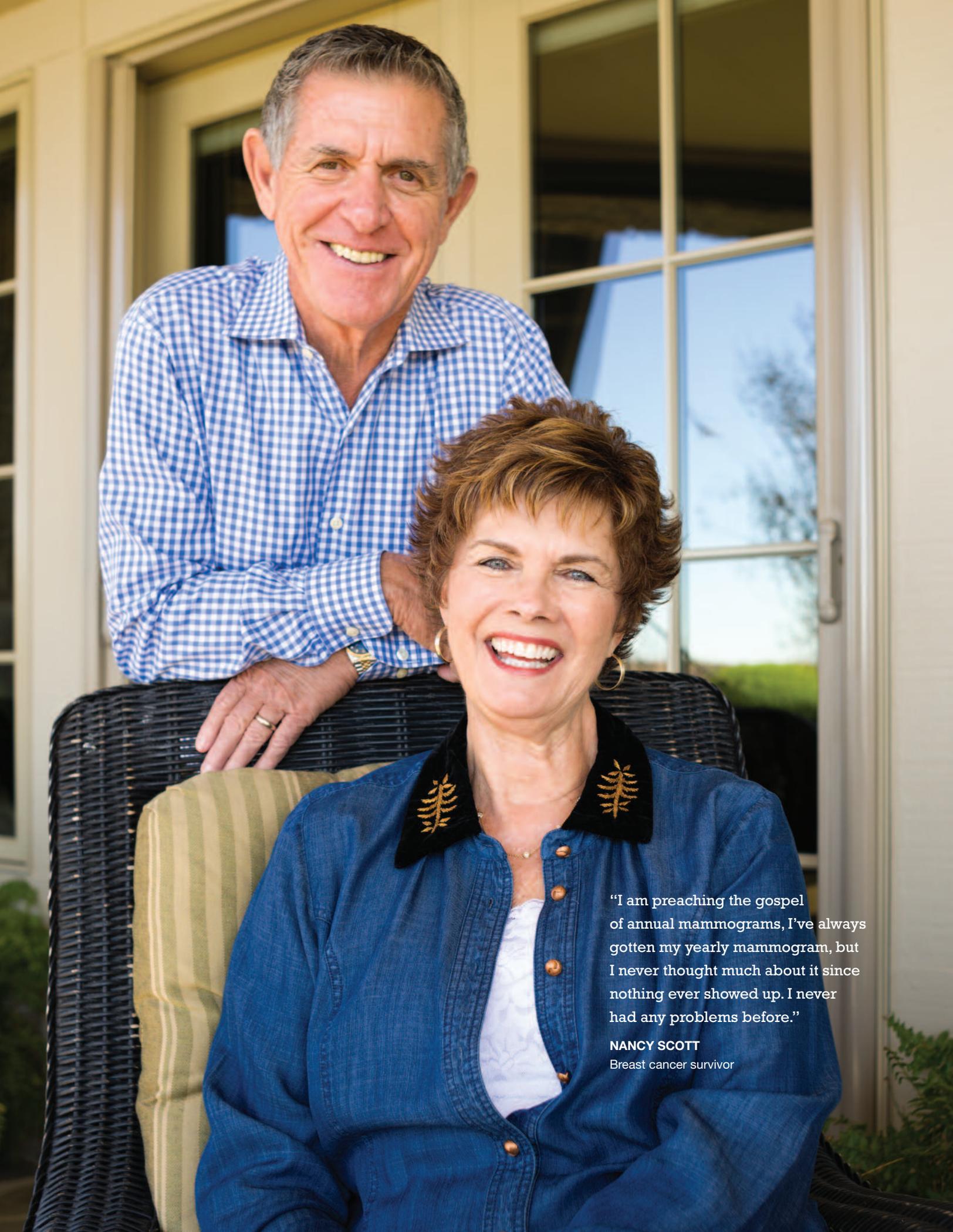
And while most class participants are newly diagnosed patients, Vandiver stresses that people are welcome to register at any time during their course of treatment.

"When people have new symptoms or their treatment changes, the class can be really helpful, too," she adds. "We're here to help the community. If you have been diagnosed with cancer or are caring for someone with cancer, Managing Your Cancer is a free resource that is available to you." ♦

Cancer Center staff (*back row*):

- Denia Lash, RN, *patient navigator*;
- Sonya Douglas, RD, *registered dietician*;
- Deborah Nichols, LMSW, *social worker*;
- Aubrey Waddell, PharmD, *chemotherapy pharmacist*;
- Angela Boles, RN, *registered nurse*. (*front row*): Jenna Murphy, RN, *nurse manager*;
- Heather Tipton, MS, *speech-language pathologist*;
- Regina Vandiver, RN, *clinical manager*;
- Andi Heinemann, PT, *certified lymphedema specialist*.





“I am preaching the gospel of annual mammograms, I’ve always gotten my yearly mammogram, but I never thought much about it since nothing ever showed up. I never had any problems before.”

NANCY SCOTT
Breast cancer survivor

MAMMOGRAMS MATTER AT ANY AGE

Breast cancer patient receives diagnosis at age 73, encourages all women to have annual screenings

Nancy Scott has a mission. “I am preaching the gospel of annual mammograms,” says the 73-year-old Lenoir City resident who recently completed breast cancer treatment at Blount Memorial. “I’ve always gotten my yearly mammogram, but I never thought much about it since nothing ever showed up. I never had any problems before.”

That all changed in November 2014 when Blount Memorial radiologist Dr. Kristen Carver spotted something suspicious on Scott’s mammogram. Scott says she was “flabbergasted” when Dr. Carver asked her to return to the Breast Health Center for a core needle biopsy. This simple, yet precise, procedure spares more healthy tissue and speeds up diagnoses by using imaging guidance to pinpoint exactly what needs to be biopsied.

Based on the results of the biopsy, Scott was diagnosed with early stage breast cancer. Because her tumor was small, Blount Memorial surgeon Dr. Melissa Trezell recommended a wire localization (*or, hook wire*) biopsy to remove all of the cancerous tissue in one procedure. The hook wire technique may be used to remove abnormal lesions seen on a mammogram, but not easily felt. Following the surgery, Scott had six weeks of radiation treatments at the Cancer Center.

“I met another lady at the Cancer Center who was 73, and who just had been diagnosed with breast cancer for the first time, too,” adds Scott. “Both of us were so blessed because we kept having our annual mammograms, which is how they found our cancers early. If I had stopped my mammograms or had waited another year, I may not have been so lucky.”

Even though Scott lives in Lenoir City, she chose to stay at Blount Memorial for all of her breast cancer care. She explains, “I really felt like it would be best to stay within Blount Memorial for my treatment since I was diagnosed here, and all my doctors and health information is here. I didn’t even realize at the time that breast cancer patients at Blount Memorial have a nurse navigator, Denia Lash. It was such a relief knowing that she was there for me. She wasn’t on the doctor’s side or the insurance company’s side. She was on my side, and still is. I’d call her in a heartbeat with any questions.”

Currently, Scott’s follow-up care includes taking Tamoxifen and having mammograms every six months. If her next mammogram is clear, she’ll return to her regular routine of annual screenings. In the meantime, Scott says, she’s sharing her story in hopes of reaching any women who may have stopped or delayed annual mammograms.

“Because of my diagnosis, several people I know who had been putting off their mammograms went and got one,” she adds. “I am glad that my experience helped them get back on track.” ♦



NANCY SCOTT

AGE: 73

HOMETOWN:

LOUDON COUNTY

DIAGNOSIS: BREAST CANCER

**RESOURCE
ROUNDUP:
BREAST CANCER**



DR. KRISTEN CARVER
radiologist

BY THE NUMBERS

1 in 8

women in the United States will develop invasive breast cancer during her lifetime.

Source: American Cancer Society

Breast cancer signs and symptoms can include:

a change in how the breast or nipple feels and/or looks

a lump or thickening in or near the breast or in the underarm area

nipple tenderness and/or fluid discharge from the nipple

a change in the size or shape of the breast

a nipple turned inward

scaly, red or swollen skin on the breast, areola or nipple that may have ridges or pitting so that it looks like the skin of an orange

Source: National Institutes of Health

Mammograms still matter.

Despite recent debates about the value of mammograms, both the American Cancer Society (ACS) and the American College of Obstetricians and Gynecologists (ACOG) state that having the screening test, plus a clinical breast exam annually is the most-effective way to detect breast cancer in the earliest, most-treatable stages.

In October 2015, the ACS revised its recommendations, raising the age for the first screening mammogram from 40 to 45. However, the ACOG still recommends a screening mammogram every year for women age 40 and over, and a clinical breast exam every year for women age 19 or older.

All women are encouraged to talk to their doctors about the benefits, limitations and potential harms associated with breast cancer screening. They also should be familiar with how their breasts normally look and feel, and their family history of the disease.

Weekday mammogram appointments are available at the Blount Memorial Breast Health Center. To schedule a mammogram, call 865-977-5590.



DR. MATTHEW BECKER
Plastic and reconstructive surgeon

Reconstructive breast surgery

Board-certified plastic and reconstructive surgeon Dr. Matthew Becker specializes in breast reconstruction after mastectomy. Breast reconstruction can be done at the same time as the mastectomy or as a separate procedure. Having a reconstructive surgeon onsite allows women to discuss their breast reconstruction

options early in the treatment process.

For example, a woman technically may be a candidate for a partial mastectomy and radiation, but her tumor location or breast size may produce a poor aesthetic result. Knowing about this beforehand may change the decisions she makes about her treatment plan.

To request a referral for an initial breast reconstruction consultation or to schedule an appointment, call Dr. Becker at 865-984-3864.

Meet our nurse navigator

Registered nurse Denia Lash guides breast cancer patients and their families.

Registered nurse Denia Lash, who served as director of Blount Memorial Business Health for nearly 30 years, brings a wealth of health care and organizational expertise to her role as the Cancer Center’s nurse navigator. The Blount County resident and active community volunteer is a friendly, reassuring presence for the newly diagnosed breast cancer patients served through the navigator program.

Lash informs patients and their families about all the services they can access, and lets them know she is available to assist them as they go through the process from diagnosis through treatment. This support can include explaining test results and treatment plans, and tracking

down answers to questions related to billing and insurance coverage.

In addition, Lash provides patients with a survivorship care plan when they complete their treatment. This written document, developed under the direction of the American College of Surgeons Commission on Cancer, details all the information about a patient’s cancer: stage and treatment, specific recommendations for follow-up and long-term things to look for in the future. The plan also is sent to each patient’s primary care doctor, ensuring that the physician has a thorough understanding of the patient’s diagnosis, treatment, progress and prognosis.



WHAT: Breast cancer is the most-common non-skin cancer in the United States, and the second-leading cause of cancer-related death in American women.

TREATMENT: Depending on the stage and type of breast cancer, treatment may include surgery, radiation, chemotherapy, hormone therapy, targeted therapy and bone-directed therapy.

WHO: Breast cancer is much more common in women than in men. Those at highest risk include women over age 50, and those with dense breast tissue, a family history of the disease or inherited mutations in certain genes like BRCA1 and BRCA2.

Source: American Cancer Society



Blount Memorial’s comprehensive breast cancer resources include:

a dedicated Breast Health Center with an onsite, fellowship-trained radiologist specializing in breast health care

state-of-the-art diagnostic tools, including advanced imaging and laboratory tests

a certified nurse navigator to assist newly diagnosed patients and their families throughout their breast cancer journey

the latest surgical techniques for post-mastectomy breast reconstruction

customized lymphedema and post-cancer therapies at the innovative Total Rehabilitation MEND program

Perfect Fit post-mastectomy shop for after-care needs

breast cancer, lymphedema and caregiver support groups

“My role is really a patient advocate. I’m available for any questions they may have. I’ve had patients call me with lingering questions from their physician visits and questions about their options. At my first meeting with patients, we talk about what’s stressing them and what they’re worried about. Sometimes it’s housing and bills, and other times it’s the cancer itself and their anxieties or worries. We help get them resources and provide support for them so that, hopefully, those problems are minimized or in some cases resolved.”

DENIA LASH, RN
Nurse navigator
Blount Memorial Cancer Center



BILL ORCUTT

AGE: 64

HOMETOWN: VONORE

DIAGNOSIS: HEAD AND
NECK CANCER

THE SKY'S THE LIMIT

Custom rehabilitation at Blount Memorial helps pilot fly again following treatment

For people treated at the Cancer Center, follow-up care and support continue for a lifetime. Depending on a patient's diagnosis, this ongoing care could include rehabilitation to resolve or manage side effects of radiation, surgery or other curative cancer treatments.

Blount Memorial Total Rehabilitation's MEND program offers a variety of innovative therapies and services to meet the unique needs of cancer patients and survivors. MEND's mission is improving quality-of-life, says MEND certified lymphedema therapist and physical therapist Andi Heinemann.

"So often, people who have had a cancer experience don't realize that there may be long-term effects of treatment, and that those effects can be managed," she adds. "They are glad to be alive, but the quality of their lives is lacking. They don't realize that there is help to live better. That is what MEND offers. No matter where people have had cancer treatment, MEND is here to help improve their quality-of-life after treatment."

Bill Orcutt of Vonore understands firsthand how MEND can transform lives after cancer. From February to May 2013, the retired United States Air Force colonel under-

went powerful radiation treatments for Stage 3 head and neck cancer. Following the successful treatment, Orcutt developed lymphedema in his neck and severe swallowing issues, which made it difficult to eat and drink.

“The folks at MEND were the bright spot in my cancer treatment,” says Orcutt. “Andi showed me how to manage my lymphedema at home by manipulating my neck throughout the day to stimulate the movement of fluids. And, the speech therapists helped me stop using a feeding tube and start swallowing on my own again.”

The feeding tube was inserted during Orcutt’s radiation treatment to ensure he got adequate nutrition despite being unable to swallow properly. “I still was relying on the tube after the treatment stopped, which wasn’t good,” he adds. “The speech therapists at MEND explained to me that any time you give up the use of a muscular function, you lose it. They gave me swallowing exercises to follow, and I forced myself to start swallowing again.”

Of all of his life-improving achievements made at MEND, Orcutt says he is particularly proud of being able to swallow water again. He explains, “Water is the thinnest of about all liquids, and I had not been able to swallow it until a MEND therapist gave me some tips on how to control areas of my throat that had caused me problems. With her technical help, I was able to start swallowing water, which is tremendous. One side effect of radiation is dry mouth. So, the fluid that you take in is about all you’ve got. It is incredibly critical to eating normally that you have fluid that you can swallow without aspirating (*inhaling into the lungs*).”

Since lymphedema is a chronic condition, Orcutt says he is thankful he can return to MEND at any time for the specialized decongestive and ASTYM therapies needed to drain any fluid buildup he can’t manage at home. He also credits the MEND therapists with helping him get back to the activity he loves most: flying.

“When you are treated for cancer, you have to apply to the FAA (*Federal Aviation Administration*) to get back your medical certification to fly,” adds Orcutt. “Thanks to all the documentation provided by Dr. Petty (*Cancer Center medical director and radiation oncologist Dr. Albert Petty*), I was able to get it back in only seven weeks, which is incredibly fast. To me, being able to fly again is another symbol of beating this cancer and of the success with MEND.” ♦



“The folks at MEND were the bright spot in my cancer treatment. Andi showed me how to manage my lymphedema at home by manipulating my neck throughout the day to stimulate the movement of fluids. And, the speech therapists helped me stop using a feeding tube and start swallowing on my own again.”

BILL ORCUTT

Head and neck cancer survivor and retired United States Air Force SR-71 Blackbird pilot

RESOURCE
ROUNDUP:
HEAD AND
NECK CANCER

BY THE NUMBERS

75

At least 75 percent of head and neck cancers are caused by tobacco and alcohol use.

Other risk factors include infection with cancer-causing types of HPV (*human papillomavirus*), poor oral hygiene, radiation exposure, infection with the Epstein-Barr virus and certain occupational exposures (*such as to wood or nickel dust, asbestos or formaldehyde*).

Source: National Cancer Institute

Learn about L-Dex

Free MEND test can help stop or reverse lymphedema.

Head and neck cancer treatment can result in lymphedema. A simple, painless and free pre-surgery test can help cancer survivors plan ahead for a safe, healthy recovery. Offered by MEND, the L-Dex (*lymphedema index*) test measures how much lymph fluid is present before surgery in a patient's affected side (*where surgery will be performed*) compared to his or her other arm. This measurement is called the L-Dex Index number.

Fluid levels are measured by passing a harmless, low-strength electrical signal from the L-Dex device through each arm. The procedure takes only minutes to complete, and the results are used to help detect any post-surgical lymph fluid buildup. Identifying increased fluid levels in

the soft tissues of the arm, chest or neck before any swelling is noticed can help prevent pain, skin tightness and reduced range of motion associated with lymphedema.

Any cancer surgery to remove harmful tissue may require the removal of lymph nodes, increasing the chance that the flow of lymph could be interrupted. A five-year study by the National Institutes of Health (NIH) showed that early intervention helped the majority of those whose post-surgery L-Dex levels rose remain free of lymph congestion for five years.

For more information about the L-Dex test and other steps to help prevent lymphedema, call MEND at 865-980-5044.

WHAT: Head and neck cancer includes cancers of the mouth, nose, sinuses, salivary glands, throat and lymph nodes in the neck. Most cancers begin in the moist tissues lining the mouth, nose and throat.

TREATMENT: If found early, head and neck cancers often are curable. Treatments vary depending on the specific diagnosis but could include: surgery, radiation therapy, chemotherapy or a combination of all three.

WHO: Head and neck cancers are nearly twice as common among men as they are among women.

Source: National Cancer Institute

WHAT TO WATCH FOR

Head and neck cancer symptoms may include:

throat soreness or neck pain that does not go away

a lump or sore in the neck, nasal cavity, mouth or throat that does not heal

difficulty or pain when swallowing

hoarseness or a change in the voice

a white or red patch on the gums, tongue or lining of the mouth

swelling under the chin or around the jawbone

unusual bleeding or pain in the mouth

chronic sinus infections that do not respond to antibiotic treatment

frequent headaches or ear pain

unexplained pain in the upper teeth or problems with dentures

numbness or paralysis of the muscles in the face

face or chin pain that does not go away

Source: National Institutes of Health



Total Rehabilitation MEND provides innovative therapies that improve quality-of-life.

Potentially life-saving cancer treatments commonly cause side effects. Many of these—such as nausea and fatigue related to chemotherapy—subside once treatment ends. Other side effects can be chronic, requiring lifelong management.

To help cancer survivors and those patients undergoing treatment achieve their highest potential for function and quality of life, Total Rehabilitation MEND offers customized therapy plans. MEND's physical therapists and speech-

language pathologists are specially trained in innovative rehabilitation techniques including:

- lymphedema and chronic swelling therapies
- wound management
- post-cancer therapy
- Pelvic Floor Dysfunction (PFD) therapy
- and more

For more information or to request a referral, call Total Rehabilitation at 865-238-6118.

GET SCREENED.

Early detection helps improve head and neck cancer survival rates.

If you regularly use tobacco products or alcohol, or have another risk factor for head and neck cancer, call 865-983-4090 to schedule a screening with one of the Blount Memorial board-certified otolaryngologists (*ear, nose and throat specialists*) pictured here:



Dr. Robert Adham



Dr. Bond Almand III



Dr. Bryan Tigner



“As a part of Total Rehabilitation MEND, I can evaluate and treat voice and swallowing issues, lymphedema of the head and neck, and the cognitive defects that often are associated with cancer and cancer treatments.”

HEATHER TIPTON
MEND Speech-language pathologist



“So often, people who have experienced cancer don’t realize that there may be long-term effects of treatment, and that those effects can be managed. They are glad to be alive, but the quality of their lives are lacking. They don’t realize that there is help to live better. That is what MEND offers.”

ANDI HEINEMANN, PT
Certified lymphedema specialist



READY TO RIDE

Retired motorcycle officer now is a cancer survivor thanks to prostate seed implantation therapy at Blount Memorial

James Stewart tells it like it is. “I felt like I was peeing like a 90-year-old man,” says Stewart, 56, describing the prostate symptoms that inspired him to schedule a variety of health screenings in December 2014. “I was 55, so I knew it was time to ask my general practitioner about getting some baseline tests: PSA (*prostate-specific antigen blood test*), colonoscopy and skin cancer check.”

Stewart, who relocated a few years ago from Florida to Monroe County with his wife, Tammy, admits that he hadn’t had regular medical checkups since retiring in 2011 from the motorcycle and traffic unit of the Indian River County (*Fla.*) Sheriff’s Office. While he felt “fine,” except for the urinary issues, Stewart says he was fearful about what the colonoscopy would reveal since colorectal cancer runs in his family.

When the colonoscopy showed no polyps or cancer, Stewart was relieved. That sense of relief was short-lived, however, when he learned the results of his PSA test. During his appointment with then Blount Memorial urologist Dr. Kevin Art (*who since has relocated to Kentucky*), Stewart learned that his PSA level was 33 ng/ml (*nanograms per milliliter of blood*). According to the American Cancer Society, men with a PSA level between 4 and 10 have about a one in four chance of having prostate cancer. If the PSA is more than 10, the chance of having prostate cancer is more than 50 percent.

“Dr. Art told me my PSA level was ‘off the charts,’” Stewart recalls. “He did an examination, and didn’t like what he found. So, he scheduled me for a biopsy.”

The biopsy revealed that Stewart had stage 3 prostate cancer. Stewart says he was “in shock.”

“When I heard that word, ‘cancer,’ my mind went crazy thinking about all the things I needed to do to get my affairs in order,” he adds. “But, once I met with Dr. Art, and the radiation oncologists Dr. (*Albert*) Petty and Dr. (*Daniel*) Green at Blount Memorial, and had a plan in place, I was really positive. I have had a really good attitude about the whole thing because the team of doctors and staff at Blount are absolutely phenomenal. Everyone has treated me with such dignity and respect.”

Choosing a Treatment Plan

With so many different prostate cancer treatment options available, it can be difficult for men to figure out which course of action is best. Stewart says that having the physicians at Blount Memorial walk him through the pros and cons of each treatment plan made the process easier and less stressful than he expected.

“Dr. Art said that the first option was surgery (*to remove the entire prostate gland plus some surrounding tissue*),” Stewart explains. “Being only 55 years old, I thought, ‘I am not

continued



JAMES STEWART

AGE: 56

HOMETOWN:

MONROE COUNTY

DIAGNOSIS: PROSTATE CANCER

TREATMENT OPTIONS:

Know the facts to make an informed decision about prostate cancer

If you're diagnosed with prostate cancer (or any cancer), the multiple treatment options can seem overwhelming. To help make the most-informed decision about your care, ask your physician which treatment has been proven to provide the best outcome and is considered the “standard of care.”

In addition, ask your physician if you qualify for the “standard of care” treatment, or if other medical conditions put you at risk for complications. It is your right to know your treatment options, as well as the risks and rewards of that treatment. At Blount Memorial, we are committed to providing cancer treatment proved to provide the best outcomes. We welcome your questions, and encourage you to know the facts about the treatments you are considering.

To learn more about prostate cancer and the treatment options, review the prostate cancer National Comprehensive Cancer Network (NCCN) guidelines at www.nccn.org/patients/guidelines/prostate/index.html.

For information about treatment options for other types of cancer, read the NCCN guidelines or NCCN Quick Guide for that specific cancer at www.nccn.org/patients/guidelines/default.aspx.



continued from page 16

going to do that.’ Dr. Art strongly suggested that I go with the second option, hormone therapy and radiation. I was diagnosed with a very aggressive form of cancer, so they needed to treat it aggressively. But, they also understood that I was concerned about potential side effects and complications. *(Prostate surgery has a low risk of serious complications, however, post-surgical urinary incontinence and erectile dysfunction can occur.)*

Beginning treatment with hormone therapy helped decrease the production of the testosterone feeding the tumor. Stewart was scheduled for two months of hormone shots to be followed by 44 radiation treatments. When he met with Dr. Petty and Dr. Green, however, they explained that Stewart was an ideal candidate for outpatient radioactive seed implantation therapy, or brachytherapy, at Blount Memorial. In addition to reducing his radiation sessions to only 28, the radiation oncologists explained the potential benefits of this minimally invasive procedure included precise targeting of the tumor, sparing of surrounding healthy tissue, and fewer side effects than

“When I heard the word, ‘cancer,’ my mind went crazy thinking about all the things I needed to do to get my affairs in order. But, once I met with Dr. Art, and the radiation oncologists Dr. Petty and Dr. Green at Blount Memorial, and had a plan in place, I was really positive. I have had a really good attitude about the whole thing because the team of doctors and staff at Blount are absolutely phenomenal.”

JAMES STEWART

Prostate cancer survivor

standard therapies.

Stewart chose the radioactive seed route. He had his last radiation treatment on June 9, and, about a month later, had 60 seeds implanted in his prostate. During the procedure, Dr. Green used needles to insert radioactive seeds—each no bigger than a grain of rice—into the prostate gland. Over time, the seeds slowly give off radiation from the inside out to destroy cancer cells at the targeted site.

“That is where we are now,” says Stewart. “I had a follow-up with Dr. Green on July 21, and he said I was doing great. All the seeds are in the proper place, I don’t have to go back and see him until January 2016, and I was cleared to ride my motorcycle again on July 29.”

The seeds will deliver low-dose radiation for three to four months, and Stewart will continue hormone therapy for two years. Other than that, his prostate cancer treatment is complete.

“If I can help anyone else now by sharing my story, that would be great,” he adds. “My brother went to get his PSA checked because of what happened to me, and that’s wonderful. The bottom line: it’s not a big deal to get screened. Just go.” ♦

RESOURCE
ROUNDUP:
PROSTATE
CANCER

BY THE NUMBERS

2nd

Prostate cancer is the **second most-common cancer** in men (after skin cancer) and the **second-leading cause of death** for men in the United States behind only lung cancer.



Who should get screened for prostate cancer?

According to the American Urological Association (AUA), the greatest benefit of prostate cancer screening appears to be in men ages 55 to 69. The AUA also recommends screenings for African American men ages 40 and older, all men ages 40 years and older with a family history of prostate cancer, and some men ages 70 years and older if they are in otherwise excellent health.

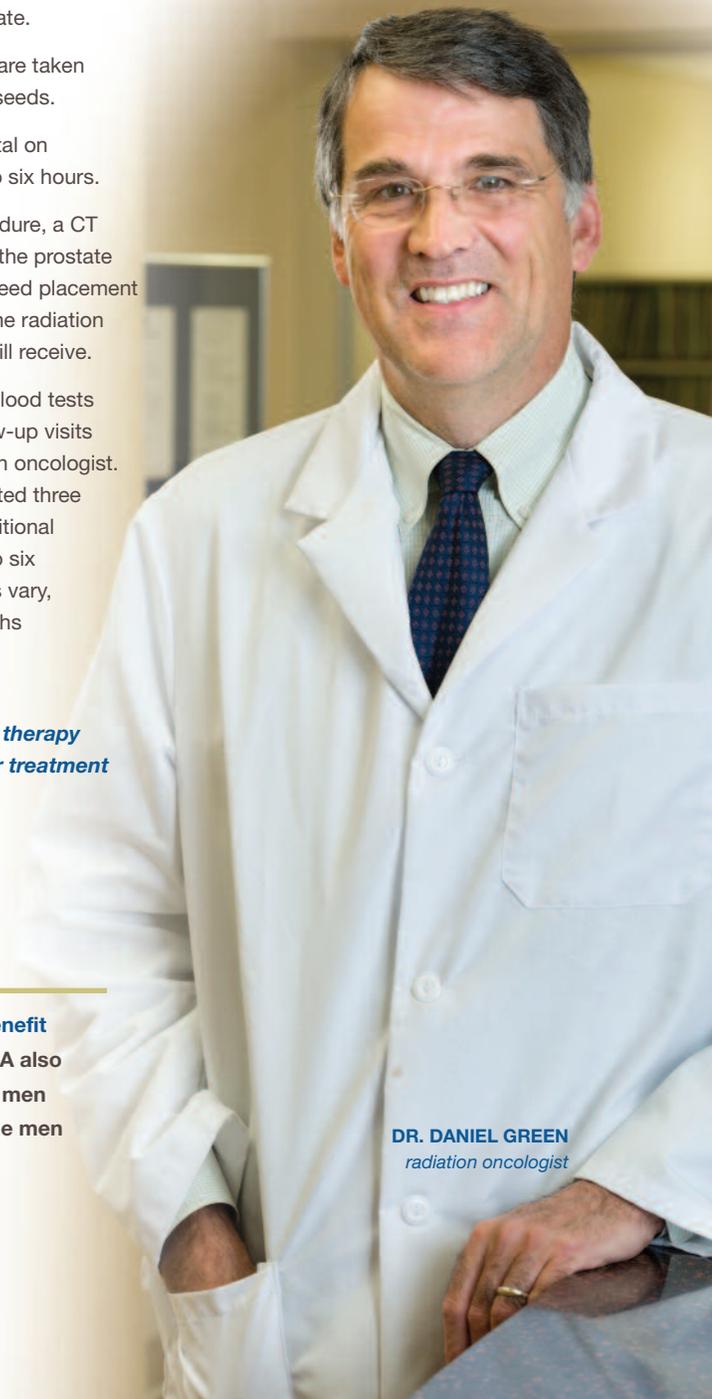
Are you a candidate for Prostate Seed Implantation Therapy?

Learn more about our minimally invasive treatment option for early-stage prostate cancer.

If you have been diagnosed with early-stage prostate cancer, you may be a candidate for outpatient radioactive seed implantation therapy, or brachytherapy, at Blount Memorial. Typically, prostate seed implantation is a five-step process (described below), however, treatment is customized to fit each patient's specific situation. Here's how it works:

- 1 Radioactive seeds are inserted through needles into the prostate gland. The number of seeds implanted depends on the size of the prostate.
- 2 Following the procedure, X-rays are taken to document the position of the seeds.
- 3 The total time spent at the hospital on procedure day is generally five to six hours.
- 4 About one month after the procedure, a CT (computed tomography) scan of the prostate gland is taken to verify that the seed placement was adequate and to calculate the radiation dosage each area of the gland will receive.
- 5 Prostate specific antigen (PSA) blood tests will be administered during follow-up visits with the urologist and/or radiation oncologist. The first test generally is conducted three months after the procedure. Additional testing takes place every three to six months. Individual patient results vary, however, it may take 12-36 months for PSA levels to drop to their lowest point.

To determine if seed implantation therapy could be the right prostate cancer treatment for you, call 865-977-5534.



DR. DANIEL GREEN
radiation oncologist

EDUCATION,
SUPPORT,
SCREENINGS AND
PREVENTION

BY THE NUMBERS

1 in 3

cancer deaths in Tennessee
is due to lung cancer.

1/3

of all cancer deaths in the
United States each year are
linked to diet and lack
of physical activity, including
being overweight or obese.

top 2

preventable cancer risk
factors are smoking
and obesity

90%

the percentage of colon
cancers that are curable
when detected and treated
at an early stage

Sources: American Lung Association
American Cancer Society
American Society of Colorectal Surgery (ASCRS)



DR. KRISTEN CARVER
radiologist

EDUCATION

Abbreviated Smoking Cessation Class

Get the tools you need to be a successful quitter at this free smoking cessation class. This abbreviated class is held the second and fourth Tuesday of each month at 5:30 p.m. in the Medical Fitness Center, Blount Memorial Hospital, 2-east. For more information or to register, call 865-980-4811.



Look Good, Feel Better

This national American Cancer Society program is dedicated to teaching women who are cancer patients the techniques to help restore their appearance and self-image. You are invited to attend any one session free of charge, providing you are currently receiving either chemotherapy or radiation therapy at any hospital. This program is presented the first Monday of each month from 10 a.m. to noon in the Blount Memorial Cancer Center conference room 1, located on the second floor. A light lunch is provided. To register, call the Blount Memorial Cancer Center at 865-977-5534.

Sun Safety Education

The Cancer Center offers free and fun age-appropriate skin cancer awareness programs for children in pre-K through eighth grade. For more information about Sunscreen Safari (pre-K through grade 2), Surf Riders (grades 3-5) or Shade Brigade (grades 6-8), or to schedule a program for your school or youth group, call the radiation oncology department at 865-977-5534.



SUPPORT

Adult Grief Support Group

This support group is a free, four-to six-week series offering education, support and encouragement to any grieving adult age 18 and older. The group meets at the Blount Memorial Home Services and Hospice building, located at 1095 E. Lamar Alexander Parkway in Maryville. **For more information or to register, call 865-977-5702.**

Caregiver Coffee and Conversation

This is a free opportunity for caregivers of other adults to gather at an informal setting to discuss the experiences of caregiving and the availability of resources.

Edward Harper, Senior Services coordinator and licensed clinical social worker, and Beverly Sherrod, Senior Services assistant present the program on the first and third Tuesday of each month from 10-11 a.m. at the Vienna Coffee House, located at 212 College Street in Maryville. The Caregiver Coffee and Conversation is a collaboration between Blount Memorial Senior Services and Vienna Coffee Company. **For more information, call 865-977-5744.**

Caregiver Support Group

This support group meets every Wednesday from 6-7 p.m. at Blount Memorial Hospital in the 3-east classroom. **For more information, call 865-977-5744.**

Head and Neck Resource Support Group

This support group is dedicated to raising awareness and meeting the needs of head and neck cancer patients and family members. Members meet the first Thursday of each month from 2-3:30 p.m. in the Blount Memorial Cancer Center conference room 2, located on the second floor. **For more information, call 865-977-4729.**

LifeStories

Preserve your memories by scrapbooking in this monthly art program. This support group is for cancer patients, survivors and their families. All supplies are furnished. Participants should bring the photos they wish to use. This program is presented the second Monday of each month from 9 a.m. until 1 p.m. and meets in the Blount Memorial Cancer Center conference room 2, located on the second floor. A light lunch is provided. **For more information or to register, call 865-977-5534.**

Lymphedema Support Group

This support group for lymphedema patients focuses on home therapy and management techniques. The group meets quarterly from noon to 1:30 p.m. in the Blount Memorial Cancer Center conference room 1, located on the second floor. A light lunch is provided. **For more information or to register, call 865-980-5089.**

Prostate Support Group

Beginning in January 2016, Blount Memorial will begin sponsoring the monthly prostate cancer support group. The group is open to all prostate cancer patients, survivors and their spouse/care partner, regardless of where they received or will receive treatment. The group meets the third Monday of each month at 6:30 p.m. in the Blount Memorial Cancer Center conference rooms 1 and 2 on the second floor. Guest speakers for this group include physician members of the cancer care team, as well as those who assist in the recovery of prostate cancer patients including rehabilitation therapists, pharmacists, fitness specialists, counselors and dietitians, to name a few. **For more information about the group, please call 865-977-5534.**

EAT HEALTHY TO REDUCE YOUR RISK

What you eat can increase or reduce your cancer risk. To help prevent cancer, the American Cancer Society recommends this five-point nutrition plan:

- 1** Eat a healthy diet, with an emphasis on plant foods.
- 2** Choose foods and drinks in amounts that help you get to and maintain a healthy weight.
- 3** Limit how much processed meat and red meat you eat.
- 4** Eat at least 2½ cups of vegetables and fruits each day.
- 5** Choose whole grains instead of refined grain products.



EDUCATION,
SUPPORT,
SCREENINGS AND
PREVENTION



“The participants can encourage each other, make suggestions, cry together if they need to and, most importantly, they’ll be able to give each other hope. There are other support groups outside of Blount County, but if someone doesn’t feel well, they may not want to drive 25-30 miles into Knoxville. They want something close. Plus, they’re fostering relationships with people who are local.”

LAUREN PASSARELLO

Licensed family and marriage therapist
Blount Memorial Counseling and CONCERN

SUPPORT

Breast Cancer Support Group

In 2015, Blount Memorial added a Breast Cancer Support Group to its support group offerings. Attendance is free and specifically for patients and survivors, both male and female, who are in the early stages of their breast cancer journey. Ideal participants are those men and women who have been recently diagnosed, those currently undergoing treatment or those who have been treated within the last five years. However, any survivor is welcome, regardless of where treatment was received. Meetings are held the third Monday of each month from noon to 1:30 p.m. in the Blount Memorial Cancer Center conference room 2 on the second

floor. Facilitated by Lauren Passarello, a licensed marriage and family therapist with Blount Memorial Counseling and CONCERN, the group provides patients an opportunity for validation. “We have breast cancer patients who come through our office looking for a support group. Our doctors know that the patients they’re working with need other people to talk to about what they’re going through. No one else is going to be able to validate them as well as someone who also is going through the same experience,” she explained. Passarello says the benefits of a support group are numerous.

SCREENINGS AND PREVENTION

Early-Stage Lung Cancer Screening

Blount Memorial offers low-cost, early stage lung cancer screenings to current and former heavy smokers. The screening (*offered at the significantly reduced rate of only \$95*) is a low-dose spiral computed tomography (CT) scan and can identify small lung cancers in the earliest, most-treatable stage. **Screenings are available to adults age 55-74 who:**



DR. JASON BUDDE
thoracic surgeon

- are current heavy smokers with a smoking history of 30 years (*one pack per day for 30 years or two packs per day for 15 years*)
- are former heavy smokers who have quit smoking within the last 15 years
- have no previous diagnosis of lung cancer, pulmonary nodules or related symptoms such as shortness of breath, unusual or persistent chest or back pain, and coughing up blood
- have not undergone a chest CT within the last 18 months
- have a written order from a physician or other health care provider

For more information or to schedule a screening, call the Blount Memorial radiology department at 865-981-2288 or East Tennessee Medical Group at 865-984-3864.

Free Skin Cancer Screenings

National Melanoma/Skin Cancer Detection Month is in May. The Cancer Center typically offers a free skin cancer screening during the spring months. Skin cancer is the most-common form of cancer in the United States. Although most skin cancers are curable if detected early, the most-serious form—melanoma—can be deadly. Melanoma can occur anywhere on the body, yet appears most often on the upper back or face. According to the American Melanoma Foundation, check for signs of Melanoma by using the ABCDs.

A for Asymmetry	One half is different than the other half.	Other warning signs include: appearance of a new bump or nodule color spreads into surrounding skin redness or swelling beyond the mole pain tenderness itching bleeding oozing scaly appearance
B for Border Irregularity	The edges are notched, uneven or blurred.	
C for Color	The color is uneven. Shades of brown, tan and black are present.	
D for Diameter	Diameter is greater than six millimeters.	

To reduce your risk of melanoma, practice sun safety habits such as applying sunscreen daily (even on cloudy days), and schedule an annual skin cancer screening with a Blount Memorial dermatologist to monitor changes in your skin.



DR. KEMUNTO MOKAYA
Board-certified dermatologist

Mammograms in the Moonlight

Each May and October, the Blount Memorial Breast Health Center sponsors a popular after-hours mammogram event called Mammograms in the Moonlight.

Participating women can use their insurance benefit or, if uninsured, can purchase discounted screening certificates covering the digital screening mammogram and interpretation fee. Screening mammograms are for women over age 40 who do not have a history of breast cancer, breast problems or breast implants.



Colorectal Screenings Save Lives

Colorectal cancer is preventable and highly treatable when detected early, yet it remains the second-leading cause of cancer death for all adults (men and women combined) in the United States.

According to the Centers for Disease Control and Prevention (CDC), if everyone age 50 and older was screened regularly, as many as 60 percent of colorectal cancer deaths could be avoided.

The Cancer Center encourages people age 50 and older to ask their health care provider what colorectal screening test is right for them. Blount Memorial's board-certified gastroenterologists use the most-advanced and minimally invasive techniques to diagnose and treat colorectal cancer.

To schedule an appointment and learn about available screening tests, call Blount Gastroenterology Associates at 865-983-0073 or Smoky Mountain Gastroenterology at 865-980-5060.



“Colon cancer is one of the most-preventable types of cancer we treat. More than just preventable, it’s also curable when detected at an early stage. The most important step you can take to prevent colon cancer is to begin getting screened at age 50. But, if you are African American or have a family history of colon cancer, you may need to begin screening even younger than 50.”

DR. WILLIAM LYLES
Board-certified gastroenterologist



Perfect Fit at Blount Memorial

The Cancer Center's full-service specialty shop offers post-mastectomy and lymphedema accessories, supplies and adaptive clothing.

Items are added frequently, so call or stop by Perfect Fit to see what's new.

Blount Memorial Cancer Center, second floor, Monday-Friday 8:30 a.m. - 5 p.m.

Call 865-980-5077 for more information.

Women who have had a mastectomy, with or without breast reconstruction, and those experiencing lymphedema following breast cancer surgery have unique clothing and accessory needs. It can be difficult and time-consuming to track down specialty items.

That's what makes Perfect Fit the perfect fit for breast cancer survivors and patients undergoing treatment. The Cancer Center's full-service specialty shop stocks an extensive selection of post-mastectomy and lymphedema items, as well as adaptive aids and clothing. Even more important than the inventory, perhaps, is the supportive and helpful staff. Everyone at Perfect Fit is dedicated to helping each customer look and feel confident and comfortable.

Here's a quick look at what you'll find at Perfect Fit:

Lymphedema items

Mastectomy bras, swimsuits and post-operative camisoles

Full breast prostheses and partial shapers

Wigs, hats, scarves and turbans

Specialty gifts

Unisex soft t-shirts, shower shirts and cancer awareness t-shirts

Certified mastectomy fitters (CMF) on staff

Advancements and Achievements

Re-accreditation from Commission on Cancer
Three-year approval with commendation (Silver Rating)

Ted Mashburn received the *Meritorious Service Award* for a Department Head from the Tennessee Hospital Association.

Regina Vandiver, RN received her certification as an oncology certified nurse.

Tonya Davis-Myers became president of the Tennessee Oncology Data Analyst Association.

Dr. Melissa Trekell (left) took part in a National Breast Cancer Advisory Board on Saturday, Oct. 3. Trekell participated in Genetech Pharmaceutical's Breast Cancer Advisory Board in Chicago. The board was made up of 16 surgeons from across the country who met to discuss neoadjuvant chemotherapy.



TONYA DAVIS-MYERS, oncology data supervisor

TED MASHBURN, Administrative director of radiology services



BLOUNT MEMORIAL
Foundation &
 Community Health Initiative

Foundation staff (from left): Jane Andrews, Dawn Spangler, Jessica Stith Belitz

2015 Foundation Support for Cancer Patients

A \$32,000 grant from Susan G. Komen for the Cure assisted 78 individuals with screening and diagnostic mammograms, and assisted breast cancer patients with housing, utilities, groceries, transportation, wigs, bras and prostheses

Foundation fundraising activities for cancer patients such as the 26th Annual Golf Classic, Holiday Tree of Lights and Sassafras Ball raised more than \$86,000

Provided more than \$4,000 in books and materials to the Breast Navigation program

Provided almost \$3,000 in assistance with medications and/or medical equipment for cancer patients

Provided more than \$5,000 in assistance to cancer patients for housing, utilities, groceries and other basic quality of life needs

Provided more than \$4,000 in grocery vouchers and gas vouchers to assist cancer patients

Provided more than \$1,000 in snacks for cancer patients in radiation oncology

Held Healthy Focus event during Breast Health Awareness month with physician panel and more than 200 attendees

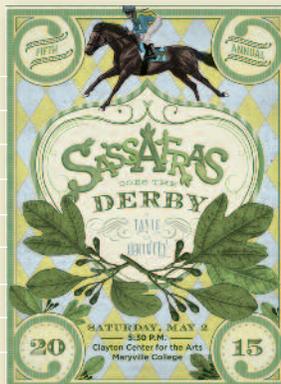
In conjunction with the Tennessee Department of Health, provided smoking cessation classes and anti-tobacco messages to our community

FOUNDATION AND COMMUNITY OUTREACH 2015

Cancer Center Community Outreach Activities

Education/Support Groups

LifeStories:	86 participants
Managing Your Cancer	4 participants
Head & Neck	31 participants
Look Good, Feel Better	19 participants
Breast Cancer Support Group	58 participants
Lymphedema Support Group	139 participants
Grief Support Activities	212 participants
Smoking Cessation counseling	1,344 inpatient participants
CHI-healthy lifestyle initiatives	3,000 encounters
Maryville High School Football Game Pink Out	500 encounters



The Blount Memorial Foundation Cancer Patient Resource Fund provided transportation, nutritional, utility and other basic needs assistance to more than 160 cancer patients.

Health Fairs and Health Screenings

Skin Cancer Screening	60 participants
Lung Cancer discounted screening	123 participants
St. Johns Church Health Fair	100 participants
Health Fair Alcoa Middle School	125 participants
Health Fair, Alcoa, Inc.	465 participants
Mammograms in the Moonlight	44 participants
Helping Hands event	6,000 participants
City of Maryville BMI screening	150 participants
Blount County Schools	100 participants

Community and School Presentations

Sunscreen Safety	134 participants
Cancer Survivors Day celebration	200 attendees

Blount Memorial Cancer Center Community Outreach efforts reached more than 13,000 individuals in our community during 2015 with education, financial assistance and other information regarding cancer risk, prevention and screening.

For information or to contribute to the Blount Memorial cancer patient fund, call 865-977-5727.

CANCER REGISTRY AND DIAGNOSES

Monitoring progress to improve outcomes

The Blount Memorial Cancer Center maintains a confidential database of all patients who have received cancer treatment at Blount Memorial. Names are entered upon diagnosis, treatment regimens and outcomes, and progress is monitored throughout the rest of their lives. The registry offers patients an easily accessible review of their treatment plan, and helps ensure the best quality of care and survival results.

ONCOLOGY COMMITTEE PHYSICIAN MEMBERS • 2015



Albert Petty, MD
chairman, radiation oncology,
Cancer Center medical director



Eric Schrock, MD
medical oncology



John Niethammer, MD
radiology



Michael Teague, MD
pathology



Melissa Trezell, MD
Commission on Cancer liaison and surgery



Matthew McCarty, MD
medical oncology

NON-PHYSICIAN MEMBERS

- Cynthia Albright**
Quality improvement coordinator
- Jane Andrews**
Community outreach coordinator
- Angela Boles**
Cancer conference coordinator
- Tonya Davis-Myers**
Cancer registry quality coordinator
- Stephanie Griffin**
Weight Management Center
- Jenna Murphy**
Nursing/clinical research coordinator
- Jane Nelson**
Administration
- Deborah Nichols**
Psychosocial services coordinator/
Palliative care representative

AD HOC MEMBERS

- Koki Best**
Breast Health Center
- Jennie Bounds**
Public relations and marketing
- Randy Carr**
Radiation oncology
- Sonya Douglas**
Food and nutrition services
- Amy Fields**
American Cancer Society
- Sheila Garrett**
Radiation oncology
- Andi Heinemann**
Lymphedema/rehabilitation
- Hannah Johnson**
Inpatient case management
- Denia Lash**
Nurse navigator
- Ted Mashburn**
Radiology
- Michelle McPherson**
Thoracic services
- Dr. Harold Naramore**
Chief medical officer
- Heather Tipton**
MEND/rehabilitation
- Regina Vandiver**
Clinical education 5E
- Aubrey Waddell**
Pharmacy
- Mark Wyatt**
Physicist, radiation oncology

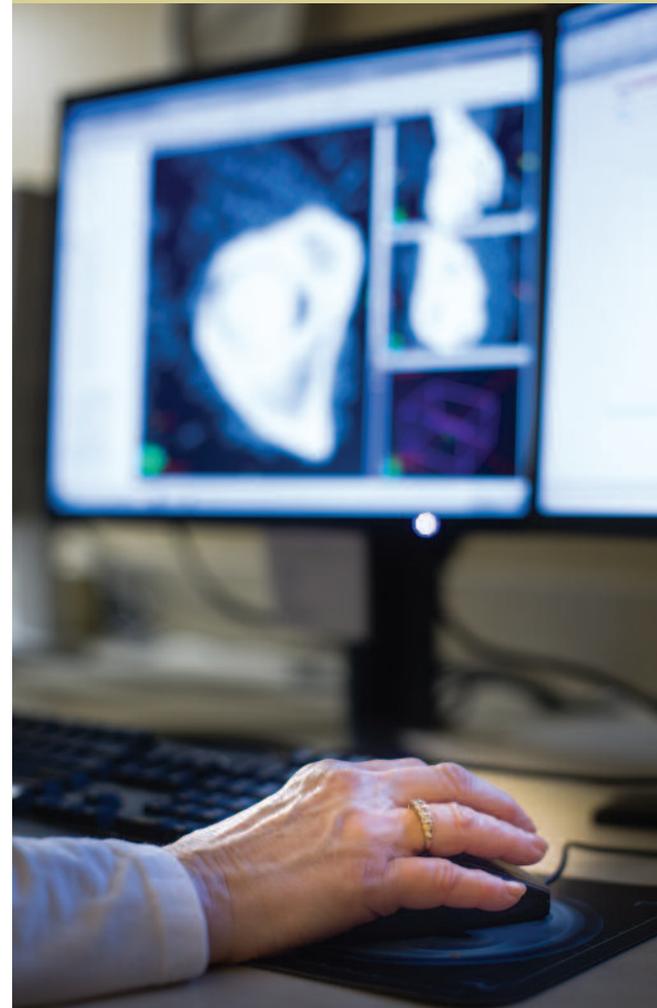


2014 BLOUNT MEMORIAL NEW CANCER DIAGNOSES

SITE NAME	# CASES	MALE	FEMALE
BASE OF TONGUE	3	3	0
OTHER PARTS OF TONGUE	1	1	0
PAROTID GLAND	1	1	0
OTHER SALIVARY GLANDS	2	2	0
TONSIL	2	2	0
OROPHARYNX	1	1	0
ESOPHAGUS	7	7	0
STOMACH	8	6	2
SMALL INTESTINE	2	2	0
COLON	39	17	22
RECTOSIGMOID JUNCTION	1	1	0
RECTUM	10	4	6
ANUS & ANAL CANAL	2	0	2
LIVER & BILE DUCTS	9	7	2
GALLBLADDER	2	1	1
OTHER BILIARY TRACT	1	0	1
PANCREAS	14	8	6
LARYNX	8	6	2
BRONCHUS & LUNG	110	56	54
THYMUS	1	1	0
HEART MEDIASTINUM PLEURA	1	1	0
BONES, JOINTS, OTHER UNSPECIFIED SITES	1	0	1
BLOOD & BONE MARROW	28	15	13
SKIN	10	8	2
CONNECTIVE SUBCUTANEOUS <i>other soft tissue</i>	5	3	2
BREAST	100	2	98
VULVA	2	0	2
CERVIX UTERI	2	0	2
CORPUS UTERI	10	0	10
OVARY	8	0	8
PROSTATE GLAND	40	40	0
TESTIS	1	1	0
KIDNEY	17	11	6
KIDNEY, RENAL PELVIS	4	3	1
URINARY BLADDER	25	21	4
BRAIN	4	3	1
THYROID GLAND	16	7	9
LYMPH NODES	27	14	13
UNK PRIMARY	14	4	10
OVERALL TOTAL CASES	539	259	280

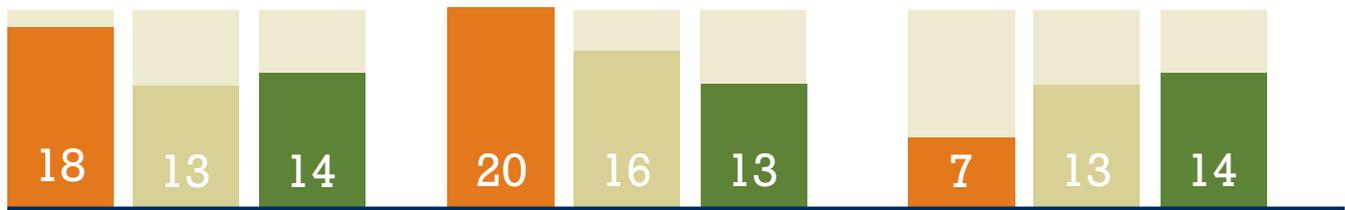
NEW CANCER DIAGNOSES BY COUNTY

418	BLOUNT
65	MONROE
17	SEVIER
15	KNOX
15	LOUDON
6	McMINN
1	GRUNDY
1	ROANE
1	SUMNER



MOST COMMONLY TREATED CANCERS

Incidence Rates,¹ Screening Guidelines and Warning Signs



BREAST CANCER

Breast cancer is the most-common non-skin cancer in the United States and the second-leading cause of cancer-related death in American women. Women can help detect breast cancer in its earliest, most-treatable stages by following three steps:

- 1 Get a yearly mammogram beginning at age 40 and continuing for as long as they are in good health.
- 2 Have a clinical breast exam every three years in their 20s and 30s, and every year from age 40 on.
- 3 Perform a monthly breast self-exam, and report any breast changes to their health care provider.

Symptoms may include:

- a change in how the breast or nipple feels
- a lump or thickening in or near the breast or in the underarm area
- nipple tenderness
- a change in how the breast or nipple looks
- a change in the size or shape of the breast
- a nipple turned inward into the breast
- scaly, red or swollen skin on the breast, areola or nipple that may have ridges or pitting so that it looks like the skin of an orange
- fluid discharge from the nipple

LUNG CANCER

More people in the United States die each year from lung cancer than from colon, breast and prostate cancers combined. Cigarette smoking is the leading cause of the disease, however, genetic and environmental factors also may play a role. While early lung cancer often does not cause symptoms, the conditions listed below could indicate cancer or another serious health problem. **Tell your doctor if you experience:**

- a cough that gets worse or does not go away
- breathing trouble, such as shortness of breath
- constant chest pain
- coughing up blood
- a hoarse voice
- frequent lung infections, such as pneumonia
- feeling very tired all the time
- weight loss with no known cause

PROSTATE CANCER

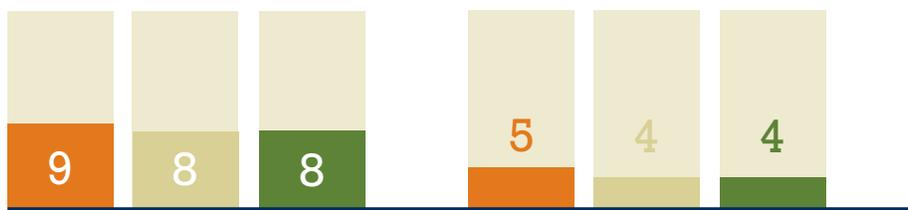
Prostate cancer is the second-leading cause of cancer death for men in the United States. If detected early, however, minimally invasive options usually can treat the cancer and restore body function. Early prostate cancer typically causes no symptoms. To help protect their prostate health, men should follow three steps:

- 1 Schedule an annual physical exam with a health care provider.
- 2 At age 40 and older, ask their doctors about the benefits and risks of having a prostate-specific antigen (PSA) blood test and digital rectal exam (DRE) to screen for prostate cancer.
- 3 **Watch for potential warning signs, including:**
 - difficulty urinating
 - decreased force in the stream of urine
 - blood in the urine
 - blood in the semen
 - swelling in the legs
 - discomfort in the pelvic area
 - bone pain

Sources: American Cancer Society 2014 Facts and Figures, Blount Memorial Cancer Registry

1 Information from the 2014 Blount Memorial Tumor Registry Data.

2 Blount Memorial's prostate cancer incidence may be lower due to many patients being diagnosed and treated in physician offices.



COLORECTAL CANCER

Colorectal cancer is the third-leading cause of cancer death in both men and women in the United States, yet it is preventable and highly treatable when detected early. Routine screenings combined with healthy eating and lifestyle habits help save lives. Beginning at age 50, both men and women should get screened for colorectal cancers following one of these testing schedules:*

- Flexible sigmoidoscopy every five years
- Colonoscopy every 10 years
- Double-contrast barium enema every five years
- CT colonography (*virtual colonoscopy*) every five years

Symptoms may include:

- having diarrhea or constipation
- feeling that your bowel does not empty completely
- finding blood (*either bright red or very dark*) in your stool
- finding your stools are narrower than usual
- frequently having gas pains or cramps, or feeling full or bloated
- losing weight with no known reason
- feeling very tired all the time
- having nausea or vomiting

* Your physician may recommend earlier and/or more frequent screenings.

LYMPHOMA

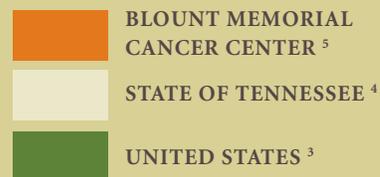
Lymphoma is cancer that begins in cells of the immune system, which is the mechanism that fights infections and other diseases in the body. There are two basic categories of lymphomas: Hodgkin lymphoma (*also known as Hodgkin's disease*) and non-Hodgkin lymphoma, encompassing a large group of cancers.

Hodgkin lymphoma is considered one of the most-curable forms of cancer, especially if it is diagnosed and treated early. It is most common among people ages 15-35 and 50-70. Non-Hodgkin lymphoma can be slow-growing or fast-growing, and is much more common than Hodgkin lymphoma. In the United States, non-Hodgkin lymphoma is the sixth most-common cancer among males and the fifth most-common cancer among females. Slow-growing lymphomas usually cause few symptoms while fast-growing lymphomas can spread quickly and cause severe symptoms. **Warning signs of lymphoma include:**

- swollen, painless lymph nodes in the neck, armpits or groin
- unexplained weight loss
- fever
- soaking night sweats
- coughing, trouble breathing or chest pain
- weakness and tiredness that don't go away
- pain, swelling or a feeling of fullness in the abdomen



DR. ERIC SCHROCK,
medical oncologist



COMPARING CANCER INCIDENCE RATES

The charts on the left show the incidence rates (*in percent*) of the five most commonly diagnosed cancers during 2014 and compares those rates between the Blount Memorial Cancer Center and those of other hospitals in the state of Tennessee and nationally.

PATIENT AND FAMILY RESOURCES

Numbers to Know

Blount Memorial Cancer Center

Information Desk	865-980-5534
Patient Support Services	865-980-5534
Perfect Fit	865-980-5077
Radiation Oncology Department	865-980-5534

Blount Memorial Total Rehabilitation

Appointments and Referrals	865-238-6118
MEND (including lymphedema and wound care)	865-980-5044

Blount Memorial Hospital

Main Number	865-983-7211 800-448-0219
Business Office	865-977-5599
Chaplain	865-977-5574
Counseling and CONCERN	865-984-4223
Gift Shop	865-977-5539
Home Equipment Services	865-980-5300
Home Services	865-981-2160 or 2161
Hospice and Palliative Care	865-977-5702
Transitional Care Center	865-273-8300

For more information or resources, visit our website www.blountmemorial.org.

The screenshot shows the Blount Memorial Hospital website interface. At the top left is the logo with the tagline "Close to Home". The main navigation menu includes "FIND A DOCTOR", "FIND A SERVICE", and "FIND A FACILITY". A "RESOURCES" section lists links for Employment, Health Record, Volunteer, Physician and Employee Intranet Login, Play My Bill, and Giving. The central focus is a profile for Dr. Onyeka Nwokocho, a bariatric surgeon, with a "Learn more about bariatric surgery options from Dr. Onyeka Nwokocho." link. Below this is a search bar for a primary physician. The footer contains copyright information for 2015 and contact details for the hospital.





The Blount Memorial Auxiliary is comprised of approximately 280 active volunteers who, in the last year donated more than 63,000 combined hours to Blount Memorial Hospital. In addition to its time, the organization performs other tasks such as providing extra services to patients, promoting community relations and providing funds.

WANT TO VOLUNTEER?

For more information about the Blount Memorial Auxiliary, visit Blount Memorial volunteer services located on the hospital's service level, Monday - Friday from 8 a.m. - 4 p.m., or call 865-977-5609.

BLOUNT MEMORIAL CANCER CENTER

907 East Lamar Alexander Parkway, Maryville, TN 37804

865-980-5025

www.blountmemorial.org





January 8, 2016

Re: # 7865
CCN: #440011
Program: Hospital
Accreditation Expiration Date: October 24, 2018

I. D. Heinemann
Administrator
Blount Memorial Hospital, Inc.
907 East Lamar Alexander Parkway
Maryville, Tennessee 37804-5016

Dear Mr. Heinemann:

This letter confirms that your October 19, 2015 - October 23, 2015 unannounced full resurvey was conducted for the purposes of assessing compliance with the Medicare conditions for hospitals through The Joint Commission's deemed status survey process.

Based upon the submission of your evidence of standards compliance on December 18, 2015 and December 29, 2015, The Joint Commission is granting your organization an accreditation decision of Accredited with an effective date of October 24, 2015.

The Joint Commission is also recommending your organization for continued Medicare certification effective October 24, 2015. Please note that the Centers for Medicare and Medicaid Services (CMS) Regional Office (RO) makes the final determination regarding your Medicare participation and the effective date of participation in accordance with the regulations at 42 CFR 489.13. Your organization is encouraged to share a copy of this Medicare recommendation letter with your State Survey Agency.

This recommendation applies to the following location(s):

Blount Memorial Hospital Counseling and CONCERN
262 Cherokee Professional Park, Maryville, TN, 37804

Blount Memorial Hospital Home Services and Hospice
1095 East Lamar Alexander Parkway, Maryville, TN, 37804

Blount Memorial Hospital Total Rehabilitation at Alcoa
264 Joule Street, Alcoa, TN, 37701

Blount Memorial Hospital, Inc.
d/b/a Blount Memorial Hospital
907 East Lamar Alexander Parkway, Maryville, TN, 37804-5016



Blount Memorial Hospital, Inc.
d/b/a Blount Memorial Hospital Outpatient Surgery
763 East Lamar Alexander Parkway, Maryville, TN, 37804-5000

Blount Memorial Sleep Health Center
710 Morganton Square, Maryville, TN, 37801

Blount Memorial Total Rehabilitation at Cherokee
1410 Sevierville Road, Maryville, TN, 37804

Blount Memorial Total Rehabilitation at Maryville
829 East Lamar Alexander Parkway, Maryville, TN, 37804

East Tennessee Medical Group
266 Joule Street, Alcoa, TN, 37701

Outpatient Rehab
220 Associates Blvd, Alcoa, TN, 37701

Outpatient Rehab
110 Deer Crossing, Vonore, TN, 37885

Please be assured that The Joint Commission will keep the report confidential, except as required by law or court order. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

Mark G. Pelletier, RN, MS
Chief Operating Officer
Division of Accreditation and Certification Operations

cc: CMS/Central Office/Survey & Certification Group/Division of Acute Care Services
CMS/Regional Office 4 /Survey and Certification Staff

BLOUNT COUNTY GOVERNMENT

385 Court Street
Maryville, Tennessee 37804-5906

PURCHASE ORDER

PAGE 1

VENDOR NO. 104450

PURCHASE ORDER NUMBER 152737

VENDOR

FLOWERS BAKING COMPANY OF MORRISTOWN
1725 WEST FIRST NORTH ST
P O BOX 1774
MORRISTOWN TN
378161774

SHIP TO

SHIP TO NO: 054210
BLOUNT COUNTY JAIL
BLOUNT COUNTY JUSTICE CENTER
920 E LAMAR ALEXANDER PKWY
MARYVILLE TN
378045002

BID/CONTRACT#	REQ/EMPL	TERMS	FOB	SHIP VIA			
	158089 PH5						
ITEM	CLASS	ACCOUNT NUMBER	DESCRIPTION	QUAN-TITY	UM	UNIT COST	TOTAL AMOUNT
1	DESC	101-054210-500422-00000	FOOD SUPPLIES FOR CORRECTIONS	1.00	LT	10000.0000	10000.00
SPECIAL INSTRUCTIONS: PURCHASING USE ONLY: SEND INVOICE TO:						TOTAL	10000.00

BLOUNT COUNTY JAIL
BLOUNT COUNTY JUSTICE CENTER
920 E LAMAR ALEXANDER PKWY
MARYVILLE TN
378045002

SUBJECT TO THE FOLLOWING CONDITIONS

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BLOUNT COUNTY WILL NOT BE RESPONSIBLE FOR LOST PAYMENT DISCOUNT IF INVOICE IS NOT SENT TO ABOVE ADDRESS.

FOR INTERNAL USE ONLY

I certify that above listed items have been received in acceptable condition and I hereby authorize payment of the invoice.

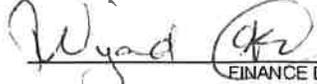
Department Head:

Date:

Partial Pay \$

Complete

THERE IS AN OTHERWISE UNENCUMBERED BALANCE TO THE CREDIT OF THE PROPER APPROPRIATION, ALLOTMENT, OR FUND TO MEET THE EXPENDITURE COVERED BY THIS PURCHASE.


FINANCE DIRECTOR

APPROVED:

DATE 02/26/16


PURCHASING AGENT

BLOUNT COUNTY GOVERNMENT

385 Court Street
Maryville, Tennessee 37804-5906

PURCHASE ORDER

PAGE 1

VENDOR NO. 120330

PURCHASE ORDER NUMBER 152905

VENDOR

BORDEN DAIRY COMPANY OF KENTUCKY LLC
DBA FLAV-O-RICH DAIRIES LLC
221 WEST HIGHWAY 80
LONDON KY 40741

SHIP TO

SHIP TO NO: 054210
BLOUNT COUNTY JAIL
BLOUNT COUNTY JUSTICE CENTER
920 E LAMAR ALEXANDER PKWY
MARYVILLE TN 378045002

BID/CONTRACT#	REQ/EMPL	TERMS	FOB	SHIP VIA			
	158186 PH6						
ITEM	CLASS	ACCOUNT NUMBER	DESCRIPTION	QUAN-TITY	UM	UNIT COST	TOTAL AMOUNT
1	DESC	101-054210-500422-00000	FOOD SUPPLIES FOR CORRECTIONS		1.00 LT	20000.0000	20000.00
SPECIAL INSTRUCTIONS: PURCHASING USE ONLY: SEND INVOICE TO:						TOTAL	20000.00

BLOUNT COUNTY JAIL
BLOUNT COUNTY JUSTICE CENTER
920 E LAMAR ALEXANDER PKWY
MARYVILLE TN 378045002

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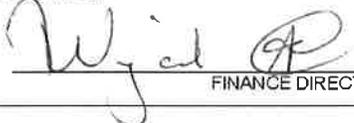
Department Head:

Date:

Partial Pay \$

Complete

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FINANCE DIRECTOR

APPROVED:

DATE 03/11/16


PURCHASING AGENT

BLOUNT COUNTY GOVERNMENT

385 Court Street
Maryville, Tennessee 37804-5906

PURCHASE ORDER

PAGE 1

PURCHASE ORDER NUMBER 152908

VENDOR NO. 156160

VENDOR

HILLS PET NUTRITION SALES INC
400 SW 8TH AVENUE
TOPEKA KS 66603

SHIP TO

SHIP TO NO: 055120
BLOUNT COUNTY
ANIMAL CONTROL SERVICES
223 CURRIE AVENUE
MARYVILLE TN 378045906

BID/CONTRACT#		REQ/EMPL	TERMS	FOB	SHIP VIA		
20112279		158190 BF					
ITEM	CLASS	ACCOUNT NUMBER	DESCRIPTION	QUAN-TITY	UM	UNIT COST	TOTAL AMOUNT
1	DESC	101-055120-500401-05512	ANIMAL FOOD/SHIPPING & SUPPLIES		1.00 EA	1500.0000	1500.00
						TOTAL	1500.00

SPECIAL INSTRUCTIONS:
PURCHASING USE ONLY:
SEND INVOICE TO:

BLOUNT COUNTY
ANIMAL CONTROL SERVICES
223 CURRIE AVENUE
MARYVILLE TN 378045906

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Department Head:

Date:

Partial Pay \$

Complete

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FINANCE DIRECTOR

APPROVED:

DATE 03/11/16

PURCHASING AGENT

BLOUNT COUNTY GOVERNMENT

385 Court Street
Maryville, Tennessee 37804-5906

PURCHASE ORDER

PAGE 1

VENDOR NO. 156160

PURCHASE ORDER NUMBER **152985**

VENDOR

HILLS PET NUTRITION SALES INC
400 SW 8TH AVENUE
TOPEKA KS 66603

SHIP TO

SHIP TO NO: 055120
BLOUNT COUNTY
ANIMAL CONTROL SERVICES
223 CURRIE AVENUE
MARYVILLE TN 378045906

BID/CONTRACT#	REQ/EMPL	TERMS	FOB	SHIP VIA			
	158243 BF6						
ITEM	CLASS	ACCOUNT NUMBER	DESCRIPTION	QUAN-TITY	UM	UNIT COST	TOTAL AMOUNT
1	DESC	101-055120-500401-05512	ANIMAL FOOD/SHIPPING & SUPPLIES		1.00 EA	1500.0000	1500.00
SPECIAL INSTRUCTIONS: PURCHASING USE ONLY: SEND INVOICE TO:						TOTAL	1500.00

BLOUNT COUNTY
ANIMAL CONTROL SERVICES
223 CURRIE AVENUE
MARYVILLE TN
378045906

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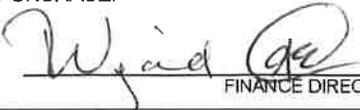
Department Head:

Date:

Partial Pay \$

Complete

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FINANCE DIRECTOR

APPROVED:

DATE 03/23/16


PURCHASING AGENT

BLOUNT COUNTY GOVERNMENT

385 Court Street
Maryville, Tennessee 37804-5906

PURCHASE ORDER

PAGE 1

VENDOR NO. 166440

PURCHASE ORDER NUMBER 152927

VENDOR

SMOKEY MOUNTAIN FEED AND PET SUPPLY
LLC
317 GILL STREET
ALCOA TN 37701

SHIP TO

SHIP TO NO: 054110
BLOUNT COUNTY
SHERIFF'S OFFICE
BLOUNT COUNTY JUSTICE CENTER
940 E LAMAR ALEXANDER PKWY
MARYVILLE TN 378045002

BID/CONTRACT#	REQ/EMPL	TERMS	FOB	SHIP VIA			
	158204 PH6						
ITEM	CLASS	ACCOUNT NUMBER	DESCRIPTION	QUAN-TITY	UM	UNIT COST	TOTAL AMOUNT
1	DESC	122-054110-500401-00000	FOOD/SUPPLIES FOR K-9 UNIT		1.00 LT	1900.0000	1900.00
SPECIAL INSTRUCTIONS: PURCHASING USE ONLY: SEND INVOICE TO:						TOTAL	1900.00

BLOUNT COUNTY
SHERIFF'S OFFICE
BLOUNT COUNTY JUSTICE CENTER
940 E LAMAR ALEXANDER PKWY
MARYVILLE TN
378045002

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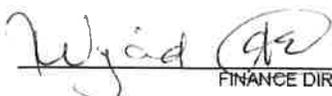
Department
Head:

Date:

Partial Pay \$

Complete

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FINANCE DIRECTOR

APPROVED:

DATE 03/15/16


PURCHASING AGENT