

**AGENDA**  
**BLOUNT COUNTY BOARD OF COMMISSIONERS**  
**THURSDAY, AUGUST 19, 2004, 7:00 P.M.**

- A. **PRAYER** – Rev. Ron Sunderland, Pastor Grace Memorial Church.
- B. **PLEDGE** – East Tennessee Veterans Honor Guard.
- C. **ROLL CALL.**
- D. **APPROVAL OF MINUTES:**
1. July 15, 2004 meeting.
  2. July 20, 2004 called meeting.
  3. August 10, 2004 Zoning Public Hearing.
- E. **“BEST OF BLOUNT”** – Blount County Kerbela Shriners.
- F. **INPUT ON ITEMS NOT ON AGENDA.**
- G. **INPUT ON ITEMS ON THE AGENDA.**
- H. **RESOLUTIONS FOR SPECIAL RECOGNITION, MEMORIALS, ETC.**
1. Proclamation honoring Ken Russell.
  2. Proclamation honoring All-Star Team.
- I. **ELECTIONS, APPOINTMENTS, AND CONFIRMATIONS:**
1. Approval of Deputy Sheriff and Notary Public bonds and oaths.
  2. Election of Notaries.
  3. Report of Nominating Committee and election of members to boards and committees:
    - a. Rob Walker – Blount County Board of Zoning Appeals.
    - b. Robby Kirkland – Courthouse Space Allocation Committee.
  4. Annual Financial Report:
    - a. General Sessions Court Clerk.
    - b. Circuit Court Clerk.
    - c. Clerk & Master.
    - d. Sheriff.
- J. **REPORTS - COUNTY OFFICIALS, STANDING AND SPECIAL COMMITTEES:**
1. Report of Budget Committee:
    - a. Budget transfers:
    - b. Budget increases/decreases:
      - Library Fund - \$4,800.00.
      - Library School Fund - \$10,000.00.
      - General County Fund - \$20,000.00.
    - c. Other Budget Committee items:
      - Resolution authorizing a loan agreement between Blount County, Tennessee and the Tennessee State School Bond Authority in an aggregate principal amount of not to exceed eight hundred fifty-five thousand dollars (\$855,000) and to execute and deliver the loan agreement and other documents relating to said borrowing; providing for the application of the proceeds of said borrowing and the payment of the County's obligations under the loan agreement.
      - Resolution to adjust the 2004 salary increase for Commissioners.
  2. Report of Public Services Committee.
  3. Report of Intergovernmental Committee.
  4. Report of Education Committee.
  5. Report of Insurance/Risk Management Committee.
  6. Report of Courthouse Space Allocation Committee.
  7. Any other committee reports.
- K. **UNFINISHED BUSINESS.**
1. Discussion of Tax Incentive Pilot Program for the Aluminum Company of America.
- L. **NEW BUSINESS:**
1. Business tax refund.
  2. Statement of support for the Guard and Reserve.
  3. Resolution to request the year 2005 be named “the Year of the Veteran” in Blount County, Tennessee.
  4. Resolution changing the name of Richardson Lane to Dalton Lane.
  5. Resolution granting ATMOS Energy Corporation, its successors and assigns, a franchise to provide natural gas service within the unincorporated areas of Blount County, Tennessee, and the right to construct, maintain, and operate a system of gas mains and service pipes for the purpose of transmitting and distributing gas in, upon, across, along and under the highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds located within the unincorporated areas of Blount County, Tennessee.
  6. Resolution adding Mustang Drive to the Official Roads List of Blount County.
  7. Resolution adding Purkey Lane off Russell Road to the Official Roads List of Blount County.
  8. Resolution to amend the Zoning Map of Blount County, Tennessee, from S-Surbanizing to C-Commercial for land described as Blount County Tax Map 48 Parcel 71 at Gateway Road.
  9. Resolution to amend the Zoning Map of Blount County, Tennessee, from R-2 Rural District 2 to R-1 Rural District 1 for land described as Tax Map 83 Parcel 68.01 at 467 Lovers Lane.
  10. Approval regarding contract with Sedgwick CMS, the County's Third Party Administrator for Workers Compensation and General Liability.
- M. **ANNOUNCEMENTS AND STATEMENTS.**

**STATE OF TENNESSEE  
COUNTY OF BLOUNT**

**BE IT REMEMBERED**, that a meeting of the Blount County Board of County Commissioners was held on Thursday, July 15, 2004, at 7:00 pm at the courthouse in Maryville, Tennessee. Ron Dunn, Deputy Sheriff of Blount County, legally opened the Board. Rev. Kenny Armstrong, pastor of Beech Grove Baptist Church, gave the invocation and McGhee Tyson Squadron of Civil Air Patrol Color Guard led in the pledge to the American Flag.

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

Bob Arwood – present	David Graham – absent	Jeff McCall – present
Keith Brock – absent	Steve Gray – present	Kenneth Melton – present
Dennis Cardin – present	Steve Hargis – present	Dan Neubert, Sr. – present
Donna Dowdy – present	Geneva Harrison – present	Robert Ramsey – present
W. C. Evans – present	John Keeble – present	Otto Slater – present
Joe Everett – present	Bob Kidd – present	Shirley Townsend – present
Gary Farmer - absent	Robby Kirkland – present	Mike Walker – present

There were 18 present and 3 absent. Chairman Ramsey declared a quorum to exist. Commissioners Brock and Graham arrived after the roll was taken. The following proceedings were held to-wit:

**IN RE: APPROVAL OF MINUTES OF JUNE 24, 2004 MEETING and  
APPROVAL OF MINUTES OF JULY 1, 2004 ZONING PUBLIC HEARING and  
APPROVAL OF MINUTES OF JULY 1, 2004 CALLED MEETING.**

Commissioner Gray made a motion to approve the minutes of the meetings. Commissioner McCall seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

**IN RE: “BEST OF BLOUNT.”**

Judge D. Kelly Thomas, Jr. gave a presentation on the Blount County Drug Court.

**IN RE: SETTING OF PUBLIC HEARING ON PROPOSED REZONING FROM S-SUBURBANIZING TO  
C-COMMERCIAL FOR LAND DESCRIBED AS BLOUNT COUNTY TAX MAP 48 PARCEL 71  
AT GATEWAY ROAD.**

Commissioner Walker made a motion to set a public hearing on the rezoning for August 10, 2004 at 6:30 pm. Commissioner Evans seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

**IN RE: NON-PROFIT CHARITABLE ORGANIZATION CONTRIBUTIONS.**

Commissioner Brock made a motion to place the Allenbrook Subdivision request on the list of items to be considered. Commissioner Evans seconded the motion.

A voice vote was taken on the motion with Chairman Ramsey declaring the motion to have passed.

Commissioner McCall made a motion to fund from fund balance the requests of UT Hearing and Speech Center for \$8,170, Peninsula Behavioral Health Center for \$5,517, Child and Family for Juvenile Diversion for \$17,187, Johnson Group Home for \$13,452, Millertown Boys Home for \$5,517, Boys Group Home for \$5,517, Douglas Cooperative for \$8,850, Blount County Community Action Agency for \$11,965, Blount County Literacy Council for \$6,786, Sexual Assault Crisis Center for \$5,517, Senior Citizens Home Assistance for \$12,250, Tennessee Department of Agriculture (Forestry Division) for \$1,500, Birth-To-3 for \$8,142, CONTACT of Blount County for \$4,450, Area Agency on Aging for \$1,000, Blount County Children’s Home for \$23,751, Sister City Support Organization for \$5,000, and Mary Tippitt Memorial Library for \$10,000. Commissioner Graham seconded the motion.

Commissioner Kirkland made a motion to amend to include Allenbrook Subdivision request for \$5,000 on the list to be funded. Commissioner Neubert seconded the motion.

A roll call vote was taken on the motion to amend:

Arwood – aye	Farmer – absent	Kidd – abstain	Slater – nay
Brock – nay	Graham – aye	Kirkland – aye	Townsend – nay
Cardin – nay	Gray – aye	McCall – nay	Walker – nay

Dowdy – nay                      Hargis – nay                      Melton – nay  
Evans – nay                      Harrison - aye                      Neubert – aye  
Everett – aye                      Keeble – aye                      Ramsey – nay

There were 8 voting aye, 11 voting nay, 1 abstaining, and 1 absent. Chairman Ramsey declared the motion to have failed.

A roll call vote was taken on the original motion:

Arwood – nay	Farmer – absent	Kidd – nay	Slater – nay
Brock – aye	Graham – aye	Kirkland – aye	Townsend – aye
Cardin – aye	Gray – aye	McCall – aye	Walker – aye
Dowdy – aye	Hargis – aye	Melton – nay	
Evans – aye	Harrison - aye	Neubert – aye	
Everett – nay	Keeble – aye	Ramsey – aye	

There were 15 voting aye, 5 voting nay, and 1 absent. Chairman Ramsey declared the motion to have passed.

#### **IN RE: CONSULTANT FOR BUILDING CODES.**

Commissioner Kidd made a motion to approve \$7,500 from fund balance to be used to fund consultant Bobby Parks for a study of building codes. Commissioner Gray seconded the motion.

A roll call vote was taken:

Arwood – nay	Farmer – absent	Kidd – aye	Slater – aye
Brock – aye	Graham – aye	Kirkland – nay	Townsend – nay
Cardin – aye	Gray – aye	McCall – aye	Walker – aye
Dowdy – aye	Hargis – aye	Melton – aye	
Evans – aye	Harrison - aye	Neubert – aye	
Everett – aye	Keeble – aye	Ramsey – aye	

There were 17 voting aye, 3 voting nay, and 1 absent. Chairman Ramsey declared the motion to have passed.

#### **IN RE: RESOLUTION TO APPROVE AND ACCEPT THE BOND AND OATHS OF DEPUTY SHERIFFS, AND THE BONDS AND OATHS OF NOTARIES OF BLOUNT COUNTY, TENNESSEE.**

Commissioner Walker made a motion to approve the resolution. Commissioner Cardin seconded the motion.

A roll call vote was taken:

Arwood – aye	Farmer – absent	Kidd – aye	Slater – aye
Brock – aye	Graham – aye	Kirkland – aye	Townsend – aye
Cardin – aye	Gray – aye	McCall – aye	Walker – aye
Dowdy – aye	Hargis – aye	Melton – aye	
Evans – aye	Harrison - aye	Neubert – aye	
Everett – aye	Keeble – aye	Ramsey – aye	

There were 20 voting aye, and 1 absent. Chairman Ramsey declared the motion to have passed.

#### **IN RE: ELECTION OF NOTARIES.**

Commissioner Brock made a motion to approve the following as notaries:

H. Elaine Baker	Keith Elrod	Ryan P. McCord
Linda Beaty	Virginia L. Gilmore	Sandra H. McNeillie
Lorena M. Brightwell	Tammy Holden	Martha A. Miller
Connie E. Cable	Erin Johnson	Jo Ann Pickens
Barbara Carver	Sandra M. Johnson	Dan Rogers
Gary L. Chappell	Sandra M. Kuzara	Jacqueline B. Purkey
Marilyn Chappell	Sharon Landry	Lois Kaye Russell
Mary J. Chastain	Lavonda Ann Lee	Rancey Sparks
Kitty L. Coleman	Bruce M. Lemanski	Sharon Stallings
Pat A. Collins	Donna Lewis	Paul Damon Wooten
Melanie E. Davis	Kelli S. Loveday	
Sharon Davis	Elizabeth Mahoney	

Commissioner Hargis seconded the motion.

A roll call vote was taken:

Arwood – aye	Farmer – absent	Kidd – aye	Slater – aye
Brock – aye	Graham – aye	Kirkland – aye	Townsend – aye
Cardin – aye	Gray – aye	McCall – aye	Walker – aye
Dowdy – aye	Hargis – aye	Melton – aye	
Evans – aye	Harrison - aye	Neubert – aye	
Everett – aye	Keeble – aye	Ramsey – aye	

There were 20 voting aye, and 1 absent. Chairman Ramsey declared the motion to have passed.

**IN RE: ELECTION OF TERRY ELMORE TO THE BLOUNT COUNTY CHILDREN’S HOME BOARD OF DIRECTORS AND ELECTION OF BOB ARWOOD TO THE HUMAN RESOURCES COMMITTEE.**

Commissioner Evans made a motion to approve the recommendation of the Intergovernmental Committee that Terry Elmore be elected to the Blount County Children’s Home Board of Directors and that Bob Arwood be elected to replace Bob Ramsey on the Human Resources Committee. Commissioner Cardin seconded the motion.

A roll call vote was taken:

Arwood – aye	Farmer – absent	Kidd – aye	Slater – aye
Brock – aye	Graham – aye	Kirkland – aye	Townsend – aye
Cardin – aye	Gray – aye	McCall – aye	Walker – aye
Dowdy – aye	Hargis – aye	Melton – aye	
Evans – aye	Harrison - aye	Neubert – aye	
Everett – aye	Keeble – aye	Ramsey – aye	

There were 20 voting aye, and 1 absent. Chairman Ramsey declared the motion to have passed.

**IN RE: ANNUAL FINANCIAL REPORT OF COUNTY CLERK AND TRUSTEE.**

Commissioner Walker made a motion to approve the reports. Commissioner Melton seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

**IN RE: RESOLUTION TO INCREASE GENERAL COUNTY FUND - \$429,144.24 and RESOLUTION TO INCREASE GENERAL PURPOSE SCHOOL FUND - \$70,616.00 and RESOLUTION TO INCREASE GENERAL COUNTY FUND - \$6,074.00.**

Commissioner Melton made a motion to approve the resolutions. Commissioner Brock seconded the motion.

Commissioner Arwood made a motion to amend to add \$355,000 to the General Purpose School Fund and to move 3 cents from the Debt Service tax rate to the General Purpose School Fund to fund the increase. Commissioner Cardin seconded the motion.

A voice vote was taken on the motion to amend with Chairman Ramsey declaring the motion to have failed.

A roll call vote was taken on the original motion:

Arwood – aye	Farmer – absent	Kidd – aye	Slater – aye
Brock – aye	Graham – absent	Kirkland – aye	Townsend – aye
Cardin – aye	Gray – aye	McCall – aye	Walker – aye
Dowdy – aye	Hargis – aye	Melton – aye	
Evans – aye	Harrison - aye	Neubert – aye	
Everett – aye	Keeble – aye	Ramsey – aye	

There were 19 voting aye, and 2 absent. Chairman Ramsey declared the motion to have passed.

**IN RE: RESOLUTION TO ESTABLISH GUIDELINES FOR THE NON-PROFIT AGENCIES FUNDING REQUESTS.**

Commissioner Brock made a motion to approve the resolution. Commissioner Evans seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

**IN RE: RESOLUTION TO ALLOW FUNDING FOR QUALIFIED ZONE ACADEMY BONDS.**

Commissioner Walker made a motion to approve the resolution. Commissioner Cardin seconded the motion.

A roll call vote was taken:

Arwood – aye	Farmer – absent	Kidd – aye	Slater – aye
Brock – aye	Graham – absent	Kirkland – aye	Townsend – aye
Cardin – aye	Gray – aye	McCall – aye	Walker – aye
Dowdy – aye	Hargis – aye	Melton – aye	
Evans – aye	Harrison - aye	Neubert – aye	
Everett – aye	Keeble – aye	Ramsey – aye	

There were 19 voting aye, and 2 absent. Chairman Ramsey declared the motion to have passed.

**IN RE: RESOLUTION TO APPROVE THE SALARY INCREASES AS BUDGETED IN THE FY2004-2005 BUDGET.**

Commissioner Brock made a motion to approve the resolution. Commissioner Evans seconded the motion.

A roll call vote was taken:

Arwood – aye	Farmer – absent	Kidd – aye	Slater – aye
Brock – aye	Graham – absent	Kirkland – aye	Townsend – aye
Cardin – aye	Gray – aye	McCall – aye	Walker – aye
Dowdy – aye	Hargis – aye	Melton – aye	
Evans – aye	Harrison - aye	Neubert – aye	
Everett – aye	Keeble – aye	Ramsey – aye	

There were 19 voting aye, and 2 absent. Chairman Ramsey declared the motion to have passed.

**IN RE: SUSPENSION OF RULES.**

Commissioner Gray made a motion to suspend the rules to consider an item not on the agenda regarding compensation for County Commissioners. Commissioner Neubert seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have failed.

**IN RE: REPORTS.**

Commissioner Brock made a motion to approve the reports. Commissioner Dowdy seconded the motion.

A voice vote was taken on the motion with Chairman Ramsey declaring the motion to have passed.

**IN RE: RESOLUTION SUPPORTING THE PASSAGE OF FEDERAL LEGISLATION ALLOWING SALES TAX TO BE DEDUCTIBLE FROM THE FEDERAL INCOME TAX AND TO ALLOW FOR A BUYOUT OF TOBACCO FARMERS.**

Commissioner Keeble made a motion to approve the resolution. Commissioner Melton seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

**IN RE: HIGHWAY DEPARTMENT CAPITAL OUTLAY.**

Commissioner Evans made a motion to refer the matter to the Budget Committee and Public Services Committee for further consideration. Commissioner Brock seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

**IN RE: RESOLUTION THAT APPROVES THE EXTENSION OF AN AGREEMENT WHICH EXTENDS BEYOND THE END OF THE CURRENT YEAR and RESOLUTION AUTHORIZING THE LEASE UNDER TENNESSEE CODE ANNOTATED 7-51-904 OF AN OFFICE COPIER FOR THE CIRCUIT COURT CLERK FOR THE JUVENILE DEPARTMENT OF BLOUNT COUNTY.**

Commissioner Walker made a motion to approve the resolutions. Commissioner Evans seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

**IN RE: RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, FROM R-2 – RURAL DISTRICT 2 TO R-1 – RURAL DISTRICT 1 FOR PROPERTY IN THE UPPER REACHES OF DRY VALLEY SOUTH OF TOWNSEND OFF DRY VALLEY ROAD, SHULER ROAD AND SCHOOL HOUSE GAP ROAD, AND PRIVATE ROADS AND EASEMENTS.**

Commissioner Keeble made a motion to approve the resolution. Commissioner Walker seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

**IN RE: RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, FROM S-SUBURBANIZING TO C-COMMERCIAL FOR LAND DESCRIBED AS BLOUNT COUNTY TAX MAP 780A (CONTROL MAP 78J) PARCEL 1 AT 136 CLOVER HILL ROAD (APPROXIMATELY 700 FEET FROM INTERSECTION OF CLOVER HILL ROAD WITH HIGHWAY 411 SOUTH.).**

Commissioner Evans made a motion to deny approval of the resolution. Commissioner Cardin seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

**IN RE: APPROVAL OF POLICIES/CONTRACTS WITH MUTUAL OF OMAHA and  
APPROVAL OF POLICIES/CONTRACTS WITH BAPTIST NET and  
APPROVAL OF POLICIES/CONTRACTS WITH ADVANCE PCS and  
APPROVAL OF POLICIES/CONTRACTS WITH TENNESSEE HEALTH CARE.**

Commissioner Walker made a motion to approve the policies/contract. Commissioner McCall seconded the motion.

A voice vote was taken with Chairman Ramsey declaring the motion to have passed.

**IN RE: ADJOURNMENT.**

Commissioner Brock made a motion to adjourn the meeting. Commissioner Evans seconded the motion. Chairman Ramsey declared the meeting to be adjourned.

**STATE OF TENNESSEE  
COUNTY OF BLOUNT**

**BE IT REMEMBERED**, that a meeting of the Blount County Board of County Commissioners was held on Tuesday, July 20, 2004, at 7:00 pm at the Blount County Public Library in Maryville, Tennessee. Roll call was taken by Rhonda Pitts, County Commission Secretary:

Bob Arwood – present	David Graham – absent	Jeff McCall – present
Keith Brock – present	Steve Gray – absent	Kenneth Melton – present
Dennis Cardin – present	Steve Hargis – present	Dan Neubert, Sr. – present
Donna Dowdy – absent	Geneva Harrison – present	Robert Ramsey – present
W. C. Evans – present	John Keeble – absent	Otto Slater – present
Joe Everett – present	Bob Kidd – present	Shirley Townsend – absent
Gary Farmer - present	Robby Kirkland – present	Mike Walker – present

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

**IN RE: JOINT MEETING WITH BLOUNT COUNTY PLANNING COMMISSION TO HEAR PRESENTATION BY HUNTER INTERESTS, INC., CONCERNING THE GROWTH STRATEGY STUDY CHARRETTE, AND DISCUSSION OF ISSUES OF GROWTH AND PLANNING WITH HUNTER INTERESTS.**

Issues concerning the Growth Strategy Study Charrette by Hunter Interest, Inc., were discussed in a joint meeting with the Blount County Planning Commission. The following facilitators gave reports from the results of their individual round table discussions concerning the following topics: 1) Gary Ferguson – Water Resources; 2) Ernest Bleinberger – Development Opportunities; 3) Mike Walker – Rural Economy; 4) Dede Christopher – Green Space; 5) Ken Brown – Schools; 6) Doug Porter – Growth Management; 7) Nina Gregg – Air Quality and Environmental Issues; 8) Gary Maule – Housing and Residential Character; 9) and Brad Winkler – Transportation System.

**IN RE: ADJOURNMENT.**

Chairman Ramsey declared the meeting to be adjourned.

**STATE OF TENNESSEE  
COUNTY OF BLOUNT**

**BE IT REMEMBERED**, that a called meeting of the Blount County Board of County Commissioners was held on Tuesday, August 10, 2004, at 7:00 pm at the courthouse in Maryville, Tennessee.

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

Bob Arwood – present	David Graham – present	Jeff McCall – present
Keith Brock – present	Steve Gray – present	Kenneth Melton – present
Dennis Cardin – present	Steve Hargis – present	Dan Neubert, Sr. – present
Donna Dowdy – present	Geneva Harrison - present	Robert Ramsey – present
W. C. Evans – absent	John Keeble – present	Otto Slater – present
Joe Everett – present	Bob Kidd – present	Shirley Townsend – absent
Gary Farmer - present	Robby Kirkland – present	Mike Walker – present

There were 19 present and 2 absent. Commissioners Graham, Kirkland, and Slater arrived after the roll was taken. Chairman Ramsey declared a quorum to exist. The following proceedings were held to-wit:

**IN RE: PUBLIC HEARING ON A RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, FROM S- SUBURBANIZING TO C – COMMERCIAL FOR LAND DESCRIBED AS BLOUNT COUNTY TAX MAP 48, PARCEL 71 AT GATEWAY ROAD. and PUBLIC HEARING ON A RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, FROM R-2 – RURAL DISTRICT 2 TO R-1-RURAL DISTRICT 1 FOR LAND DESCRIBED AS TAX MAP 83, PARCEL 68.01 AT 467 LOVERS LANE.**

A public hearing on the resolutions was held.

**IN RE: ADJOURNMENT.**

Commissioner Walker made a motion to adjourn the meeting. Commissioner Melton seconded the motion. Chairman Ramsey declared the meeting to be adjourned.



**PROCLAMATION**

Sponsored by: Commissioners Kenneth Melton, Donna Dowdy, Robert Ramsey, Dennis Cardin, and Mike Walker

**A PROCLAMATION RECOGNIZING KENNETH E. RUSSELL FOR HIS OUTSTANDING ACCOMPLISHMENTS AND CONTRIBUTIONS.**

**BE IT PROCLAIMED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 19th day of August, 2004:

**WHEREAS**, Kenneth E. Russell, the son of Sarah and Joe Russell, was born in Polk County, Tennessee, on July 29, 1924; and

**WHEREAS**, the family of Kenneth E. Russell includes his wife of 59 years, Dottie; his son, Gerald Russell and daughter-in-law, Joyce Russell; daughter, Elyse Rose and son-in-law, Ken Rose; grandsons, Jonathan Russell, Steven Russell, and Nathan Rose; and granddaughter, Abby Rose; and

**WHEREAS**, Kenneth E. Russell was widely known in Blount County, the State of Tennessee, the United States of America, and all around the world as one of the greatest veterans of all time; and

**WHEREAS**, Kenneth E. Russell was a member of the 82<sup>nd</sup> Airborne Division, 505<sup>th</sup>, Company F and was a survivor among the first wave of Paratroopers in the invasion of Normandy, France, Operation Overlord, on June 6, 1944, on D-Day, where he landed atop the church on the town square in St. Mere Eglise and managed to free himself from his harness and scramble off the slate roof as he watched several of his fellow paratroopers being shot and killed before they could get out of their parachutes, and he managed to find shelter at a church monument on the square and later escaped Nazi troops to rejoin his unit and fight in Holland at the Battle of the Bulge; and

**WHEREAS**, Kenneth E. Russell was a humble man and desired that recognition for deeds go to all persons serving in the United States military, and especially that honor be given to those who have made the supreme sacrifice of their life so that others may receive the freedoms we enjoy, which have been earned with a price; and

**WHEREAS**, Kenneth E. Russell's awards are many including: two Silver Stars, two Bronze Stars, two Purple Hearts, the Medallie du Jubile, Normandy, France, the AVA Award, Ste. Mere Eglise, France, Key to the City of Bastogne, Belgium, the Governors Outstanding Tennessean Award, Tennessee Legionnaire of the Year Award, Honorary Lt. Col. Aide-de-Camp of State of Alabama, Colonel Aide-de-Camp under Tennessee Governors Don Sundquist and Phil Bredesen and was Colonel Aide-de-Camp of the Tennessee House of Representatives; and

**WHEREAS**, Kenneth E. Russell served as a Blount County Commissioner from 1986-1990, and was the Commander of American Legion Post 13, the VFW, and Disabled American Veterans in Blount County, and was a member of Beech Grove Baptist Church and the George Washington Lodge No. 181 F&AM; and

**WHEREAS**, Kenneth E. Russell was a friend, inspiration, and shining light to all his fellowman, and many believe it was not by chance, but by the grace of God, that Kenneth E. Russell passed away on June 6, 2004, on the 60<sup>th</sup> anniversary of D-Day, one of the most important dates in the history of freedom.

**NOW, THEREFORE, BE IT PROCLAIMED**, by the Blount County Legislative Body, assembled in session this 19<sup>th</sup> day of August, 2004, that the outstanding accomplishments and contributions of Kenneth E. Russell to Blount County Citizens, Tennesseans, Americans, and people all around the world are sincerely appreciated and hereby honored and recognized.

**BE IT FURTHER PROCLAIMED** that this proclamation shall be made a part of the official records of the Board of Commissioners of Blount County, Tennessee.

**CERTIFICATION OF ACTION**

**ATTEST**

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

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

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

Vetoed: \_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**PROCLAMATION**

Sponsored by: Donna Dowdy, Geneva Williams Harrison, and Shirley Townsend

**A PROCLAMATION RECOGNIZING THE MARYVILLE LITTLE LEAGUE NINE AND TEN-YEAR-OLD GIRLS SOFTBALL ALL-STAR TEAM FOR THEIR ACCOMPLISHMENTS.**

**WHEREAS**, Mikale Clendenen, Jessica Connatser, Rachel Cupp, Laney Elrod, Allison Headrick, Brook Jones, Marley Long, Tiffanie Moore, Olivia Spears, Kinsley Vincent, and Mallory Winters are the team members of the nine and ten-year-old Maryville Little League Girls Softball All-Stars; and

**WHEREAS**, Team Manager Brad Headrick and Coaches Jeff Winters, Tommy Spears and Darrell Breazeale led this all-star team to the District 6 Championship on July 12, 2004, and to second place in the State Tournament on July 23, 2004; and

**WHEREAS**, the dedication, hard work, and discipline of these young ladies resulted in an accomplishment that makes everyone in Blount County proud.

**NOW, THEREFORE**, I, Beverley D. Woodruff, Mayor of Blount County, do hereby give honor and recognition to the nine and ten-year-old Maryville Little League Girls Softball All-Star Team and encourage all Blount County citizens to join me in applauding their accomplishments

**CERTIFICATION OF ACTION**

**ATTEST**

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

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

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

Vetoed: \_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date



**PROCLAMATION**

Sponsored by: Blount County Board of Commissioners

**A PROCLAMATION RECOGNIZING GENEVA WILLIAMS HARRISON FOR HER OUTSTANDING CONTRIBUTIONS TO THE CITIZENS OF BLOUNT COUNTY.**

**BE IT PROCLAIMED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 19th day of August, 2004:

**WHEREAS**, on January 17, 2003, Blount County Commissioner, Richard Williams, Jr., a 19 year veteran of the County Commission, departed this life; and

**WHEREAS**, on February 20, 2003, Geneva Williams Harrison, sister of Richard Williams, Jr., was unanimously appointed by the Blount County Board of Commissioners to fill the vacancy in the office of County Commissioner representing District 1, Seat A, previously held by her brother; and

**WHEREAS**, Geneva Williams Harrison has done an outstanding job in representing not only the people in her district, but all citizens of Blount County; and

**WHEREAS**, during her term of office, Geneva Williams Harrison has diligently served on numerous committees and boards including the Public Services Committee, Beer Board, the Blount County Cable TV Authority, Human Resources Committee, and Records Commission; and

**WHEREAS**, the Blount County Board of Commissioners sincerely appreciates the outstanding effort given by Geneva Williams Harrison in selfless service to the citizens of Blount County.

**NOW, THEREFORE, BE IT PROCLAIMED**, by the Blount County Legislative Body, assembled in session this 19<sup>th</sup> day of August, 2004, that the contributions of Geneva Williams Harrison to the citizens of Blount County, Tennessee are sincerely appreciated and hereby honored and recognized.

**BE IT FURTHER PROCLAIMED** that this proclamation shall be made a part of the official records of the Board of Commissioners of Blount County, Tennessee.

**CERTIFICATION OF ACTION**

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

**ATTEST**

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

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

Vetoed: \_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**RESOLUTION No. \_\_\_\_\_**

**Sponsored by Commissioners Bob Kidd and Keith Brock**

**A RESOLUTION TO APPROVE AND ACCEPT THE BOND AND OATHS OF DEPUTY SHERIFFS, AND THE BONDS AND OATHS OF NOTARIES OF BLOUNT COUNTY, TENNESSEE.**

**BE IT RESOLVED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 19th day of August, 2004:

**WHEREAS**, Roy Crawford, Jr., Blount County Clerk, has certified according to the records of his office that the persons named on the attached listing labeled "OATHS AND BONDS OF DEPUTY SHERIFFS" have submitted bonds in the required statutory amounts, and have taken their oaths of office; and

**WHEREAS**, said Roy Crawford, Jr. has certified according to the records of his office that the persons named on the attached listing labeled "NOTARY PUBLIC BONDS AND OATHS" have given approved bonds for the office of Notary Public and have taken their oaths of office.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE:**

1. That the persons named on the attached listing labeled "OATHS AND BONDS OF DEPUTY SHERIFFS" are hereby approved for such and the bonds are accepted and their oaths therefor are approved as taken; and
2. That the persons named on the attached listing labeled "NOTARY PUBLIC BONDS AND OATHS" are hereby approved for such and the bonds are accepted and their oaths therefor are approved as taken; and
3. That each such person named on the listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

**CERTIFICATION OF ACTION**

**ATTEST**

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

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

Approved: \_\_\_\_

Vetoed: \_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE BLOUNT COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
DATE: AUGUST 19, 2004**

THE FOLLOWING NOTARIES PUBLIC ELECT OF BLOUNT COUNTY APPEARED IN THE COUNTY CLERK'S OFFICE TO RECEIVE THEIR COMMISSIONS DULY SIGNED BY THE HONORABLE PHIL BREDESEN, GOVERNOR, AND COUNTERSIGNED BY APPROVED BOND OF TEN THOUSAND DOLLARS AND QUALIFIED AS BY LAW REQUIRED:

<u>NAME OF NOTARY PUBLIC</u>	<u>DATE QUALIFIED</u>
Gena W. Brown .....	07-08-2004
R. D. King II.....	07-13-2004
Chestina Lee Kidd.....	07-13-2004
Jennifer G. Patty .....	07-13-2004
Barbara J. Watring.....	07-14-2004
Cathy Amos .....	07-14-2004
Johnny R. Johnson .....	07-16-2004
Glenn E. Smith.....	07-16-2004
Karen Bryant.....	07-19-2004
Maggie A. Brosi.....	07-19-2004
Dorothy L. Knouff.....	07-19-2004
Tonia Everett.....	07-19-2004
Gail Holt .....	07-20-2004
Marcella L. Millsaps .....	07-20-2004
Rachael Melton.....	07-21-2004
Brenda McKee .....	07-21-2004
Deborah S. Dunlap .....	07-22-2004
Sophia M. Anderson .....	07-22-2004
Amy D. Brown .....	07-22-2004
Amy L. Sliger.....	07-22-2004
Ryan R. Anzalone .....	07-23-2004
Candy Winbigler .....	07-23-2004
Doug Derry.....	07-26-2004
Bill Morrow .....	07-26-2004
Pam L. Martin .....	07-27-2004
Georgia A. Keith.....	07-29-2004
Chris Reagan.....	07-29-2004
Jacqueline P. Deaton.....	07-30-2004
Glenna H. Milstead .....	08-02-2004
Myra A. Swanger .....	08-02-2004
Katie Gamble .....	08-05-2004
Clarence O. Dotson .....	08-09-2004
Cynthia King.....	08-09-2004
Tracy R. Williamson.....	08-09-2004
Rebecca Jane Payne.....	08-09-2004
Glenda K. Smith.....	08-09-2004
Donna E. Burkett .....	08-10-2004
Peggy A. Justice .....	08-10-2004
Teresa A. Best.....	08-11-2004

COMPLETED DEPUTY SHERIFF BONDS  
August 19, 2004

<u>Name</u>	<u>Date of Completion</u>
Lisa A. Bennett	08-02-2004
Cynthia Campbell	08-02-2004
Amy Lynn Coffey	08-02-2004
Cindy Garner	08-02-2004
Gail Hamilton	08-02-2004
Anna Mae Price	08-02-2004
Kim Roberts Roach	08-02-2004



BLOUNT COUNTY

# Office of the County Clerk

345 COURT STREET, MARYVILLE, TENNESSEE 37804-5906

Roy Crawford, Jr.  
*County Clerk*

Telephone (865) 273-5800  
Fax (865) 273-5815

## NOTARIES TO BE ELECTED AUGUST 19, 2004

Sandra M. Amburn  
Amy E. Baker  
Donna Barnes  
Richard Bennett  
David T. Black  
Ken Catledge  
Carlotta Dejulio  
Robert L. Dye  
Carolyn H. Ferguson  
Linda Fay Freeman  
Dan Gaetz  
Cheryl R. Gamble  
Susan J. Gardner  
Dana B. Graham  
Lana S. Hickey  
Steven Hobbs  
Michele C. Hooper  
Darla Hornback  
Karilynn E. Horner  
Victor Jaske  
Phyllis A. Kagley  
Suzanne J. Lambert  
Judy Long

Mark Luptak  
John L. McCord  
Kay McMahan  
Laura N. Mohr  
Melinda Neace  
Nancy Jo Neely  
Sue W. Parker  
Arnold G. Pesterfield  
Stephanie P. Pierce  
Gretchen Maria Prisock  
Michael Ross  
Rhonda K. Sallas  
Nancy H. Sauls  
Florence H. Stafford  
Lori Sweppenheiser  
Robin W. Tyler  
Steven M. Walker  
Jill R. Watson  
S. Wellman  
Tressa Williams  
Marsha J. Wynn  
Donna B. Walker

**BOARD OF ZONING APPEALS**  
(TERMS - 5 YEARS)

<u>Name/Address</u>	<u>Phone</u>	<u>Term Expires</u>
William Marrison 2834 Muscadine Drive Maryville, TN 37803	984-1362	8/31/05
Rob Walker 237 Meadow Road Friendsville, TN 37737	995-2564	8/31/04
Stanley Headrick 3806 E. Lamar Alexander Pkwy. Maryville, TN 37804	681-1846	8/31/08
Katherine Lovingood 3203 Miser Station Rd. Louisville, TN 37737	982-1706	8/31/07
Harold Brown 1014 N. Heritage Drive Maryville, TN 37803	982-5988	8/31/06
Associates (Appointed 10/17/02) Joe Everett W. Brownlow Marsh Jim Melton		

**Document 1 of 1****Source:**

Tennessee Code/TITLE 13 PUBLIC PLANNING AND HOUSING/CHAPTER 7 ZONING/PART 1 COUNTY ZONING/13-7-106. Creation of county board of zoning appeals - Appointment of members - Terms - Vacancies - Training and continuing education.

**13-7-106. Creation of county board of zoning appeals - Appointment of members - Terms - Vacancies - Training and continuing education.**

(a) The legislative body of any county which enacts zoning regulations under the authority of this part shall create a county board of zoning appeals of three (3) or five (5) members. In any county which has adopted a charter form of government as provided in the Constitution of Tennessee, art. VII, § 1, and by § 5-1-201, and which has a population of less than six hundred thousand (600,000) according to the 1980 federal census or any subsequent federal census, the legislative body of any such county which enacts zoning regulations under the authority of this part shall create a county board of zoning appeals of five (5), seven (7) or nine (9) members. The county legislative body shall be the appointing power of the members of such board of appeals and may fix their compensation and their terms, which terms shall be of such length and so arranged that the term of one (1) member will expire each year. In any county which has adopted a charter form of government as provided in the Constitution of Tennessee, art. VII, § 1, and by § 5-1-201, and which has a population of less than six hundred thousand (600,000) according to the 1980 federal census or any subsequent federal census, the county legislative body shall arrange their terms in any fashion so long as no member's term exceeds five (5) years in length. The county legislative body may remove any member for cause upon written charges and after a public hearing. Vacancies shall be filled for unexpired terms in the same manner as in the case of original appointments. The county legislative body may appoint associate members of the board, and, in the event that any regular member be temporarily unable to act owing to absence from the county, illness, interest in a case before the board, or other cause, such associate member's place may be taken during such temporary disability by an associate member designated for the purpose by the county legislative body. The county legislative bodies of two (2) or more counties may, by ordinances enacted by both or all of them, arrange and provide for a joint or common board of zoning appeals.

(b) (1) Each board of zoning appeals member shall, within one (1) year of initial appointment and each calendar year thereafter, attend a minimum of four (4) hours of training and continuing education in one (1) or more of the subjects listed in subdivision (b)(5).

(2) Each full-time or contract building commissioner or other administrative official whose duties include advising the board of zoning appeals shall, each calendar year, attend a minimum of eight (8) hours of training and continuing education in one (1) or more of the subjects listed in subdivision (b) (5).

(3) Each of the individuals listed in subdivisions (b)(1) and (2) shall certify by December 31 of each calendar year such individual's attendance by a written statement filed with the secretary of such individual's respective board of zoning appeals. Each statement shall identify the date of each program attended, its subject matter, location, sponsors, and the time spent in each program.

(4) The legislative body of the county shall be responsible for paying the training and continuing education course registration and travel expenses for each board of zoning appeals member and full-time building commissioner or other administrative official whose duties include advising the board of zoning appeals.

(5) The subjects for the training and continuing education required by subdivisions (b)(1) and (2) shall include, but not be limited to, the following: land use planning; zoning; flood plain management; transportation; community facilities; ethics; public utilities; wireless telecommunications facilities; parliamentary procedure; public hearing procedure; land use law; natural resources and agricultural land conservation; economic development; housing; public buildings; land subdivision; and powers and duties of the board of zoning appeals. Other topics reasonably related to the duties of the board of zoning appeals and the building commissioner or other administrative official whose duties include advising the board of zoning appeals may be approved by majority vote of the board of zoning appeals prior to December 31 of the year for which credit is sought.

(6) Each local board of zoning appeals shall keep in its official public record originals of all statements and the written documentation of attendance required to comply with these provisions for three (3) years after the calendar year in which each statement and appurtenant written documentation is filed.

(7) Each board of zoning appeals member and each building commissioner or other administrative official whose duties include advising the board of zoning appeals shall be responsible for obtaining written documentation signed by a representative of the sponsor of any training and continuing education course for which credit is claimed, acknowledging the fact that the individual attended the program for which credit is claimed.

(8) If a board of zoning appeals member fails to complete the requisite number of hours of training and continuing education within the time allotted by this subsection (b) or fails to file the statement required by this subsection (b), then this shall constitute a cause for the removal of the board of zoning appeals member from the board of zoning appeals.

(9) The legislative body of the county may, at any time, opt out of the provisions of this subsection (b) by passage of a resolution. Further any such legislative body that has opted out may, at a later date, opt in by passage of a resolution.

[Acts 1935, ch. 33, § 6; C. Supp. 1950, § 10268.6; impl. am. Acts 1978, ch. 934, §§ 7, 36; T.C.A. (orig. ed.), § 13-406; Acts 1991, ch. 521, § 1; 1993, ch. 184, § 1; 2002, ch. 862, § 5.]

---

© 2004 by the State of Tennessee and Matthew Bender & Company, Inc., a member of the LexisNexis Group. All rights reserved. Use of this product is subject to the restrictions and terms and conditions of the Matthew Bender Master Agreement.

**COURTHOUSE SPACE ALLOCATION COMMITTEE**  
**As Appointed 9/18/03 (1 year term)**

Bob Arwood - Chairman 579-6334 - H  
152 Hugh Rule Drive  
Rockford, TN 37853

Gary Farmer 983-4778 - H  
111 Firefly Lane  
Maryville, TN 37803

Steve Gray 379-9242 - H  
227 Foxglove Lane  
Maryville, TN 37801

Dennis Cardin 983-0972 - H  
620 Nelson Lane  
Friendsville, TN 37737

John Keeble 982-2699 - H  
608 Patterson Road  
Walland, TN 37886

Kenneth Melton 981-2683 - H  
3428 Old Lowes Ferry Road  
Louisville, TN 37777

Shirley Townsend 977-1074 - H  
524 Russell Road  
Rockford, TN 37853

Also send notices to Damon Fortney and Press

**Blount County, Tennessee**  
**Office of the General Sessions Court**  
**Annual Financial Report**  
*For the Year Ended June 30, 2004*

Account No.	Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
21900	Other Current Liabilities	1,566.35	0.00	0.00	0.00	0.00	0.00	0.00	1,566.35
23000	Due to State of Tennessee	2,702.01	-694.87	400,952.70	6,932.00	365,418.69	-1,866.13	0.00	42,607.02
24000	Due to County Trustee	6,687.99	-1,290.13	1,175,804.02	25,738.40	1,074,242.36	-5,355.78	0.00	127,342.14
25000	Due to Cities	450.00	0.00	92,684.10	4,100.50	90,502.55	-146.00	0.00	6,586.05
26000	Due to Litigants, Heirs and Others	183,471.90	11,465.33	1,088,728.54	5,771.48	1,045,903.79	-41,875.03	0.00	201,658.43
29900	Fee and Commission Account	4,559.83	-333.12	1,059,067.58	7,335.13	953,361.35	-634.57	0.00	116,633.50
	<b>Total</b>	<b>199,438.08</b>	<b>9,147.21</b>	<b>3,817,236.94</b>	<b>49,877.51</b>	<b>3,529,428.74</b>	<b>-49,877.51</b>	<b>0.00</b>	<b>496,393.49</b>
<b>Summary of Assets:</b>									
	* Cash	500.00							600.00
	Cash in Bank	119,541.87							386,759.02
	Investments	78,997.21							108,635.47
	Receivables	399.00							399.00
	<b>Total</b>	<b>199,438.08</b>							<b>496,393.49</b>
	* cash included in receivables								

This report is submitted in accordance with requirements of section 5-8-505, and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge, information and belief accurately reflects transactions of this office for the year ended June 30, 2004.

Kira Hipp  
 Signature

7-14-04  
 Date

Chief Administrator Accounting  
 Title

This report is to be filed with the County Executive and County Clerk.

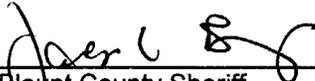




**BLOUNT COUNTY, TENNESSEE  
OFFICE OF SHERIFF  
ANNUAL FINANCIAL REPORT  
FOR THE YEAR ENDED JUNE 30, 2004**

Account Number	Account	Beginning Balance	Receipts	Transfers In	Disbursed	Transfers Out	Ending Balance
24000	Due To County Trustee	0.00	(180091.61)	(0.02)	178677.28	1414.35	0.00
26000	Due To Ligants, Heirs, and Others	(29.94)	(614121.52)	(345.55)	613040.47	456.54	(1000.00)
	<b>Total</b>	(29.94)	(794213.13)	(345.57)	791717.75	1870.89	(1000.00)

This report is submitted in accordance with requirements of Section 5-8-505 and/or 67-5-1902, as amended, TCA, and to the best of my knowledge, information and belief accurately reflect transactions of this office for the year ended June 30, 2004.

  
 \_\_\_\_\_  
 Blount County Sheriff

8/4/04  
 \_\_\_\_\_  
 Date

## **BUDGET INCREASES/DECREASES**

### **(COMMISSION ACTION NEEDED)**

<b><u>FUND</u></b>	<b><u>AMOUNT</u></b>	<b><u>BUDGET COMM</u></b>	<b><u>VOTE</u></b>
<b>115 – Library Grant for Computers</b>	<b>\$4,800.00</b>	<b>Recommends</b>	<b>5-yes</b>
<b>115 – Library Café start-up</b>	<b>\$10,000.00</b>	<b>Recommends</b>	<b>5-yes</b>
<b>101 – Gen County Blt Co Community Action Agency</b>	<b>\$20,000.00</b>	<b>Recommends</b>	<b>4-yes 1-no</b>

RESOLUTION No. \_\_\_\_\_

Sponsored by Commissioners: Keith Brock and Donna Dowdy

A RESOLUTION TO AMEND LIBRARY FUND BUDGET.

WHEREAS, Blount County would like to amend the Library Fund Budget to appropriate funds due to the receipt of a state grant intended for the purchasing of 8 new computers; and

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

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, assembled in regular session this 19th day of August 2004, that the Library Fund Budget shall be amended as follows:

**REVENUE:**

115-000000-469800-00000      Technology That Works Grant ..... \$4,800.00

**APPROPRIATION:**

115-056500-500709-00000      Data Processing Equipment ..... \$4,800.00

Duly authorized and approved the 19<sup>th</sup> day of August 2004.

**CERTIFICATION OF ACTION**

**ATTEST**

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

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

Approved: \_\_\_\_

Vetoed: \_\_\_\_

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

\_\_\_\_\_  
Date

RESOLUTION No. \_\_\_\_\_

Sponsored by Commissioners: Keith Brock and Donna Dowdy

A RESOLUTION TO AMEND LIBRARY FUND BUDGET.

WHEREAS, Blount County would like to amend the Library Fund Budget to create a cost center for the café that will now be managed and operated in-house; and

WHEREAS, the start-up funds have been received from the Friends of the Blount County Library and it is deemed to be in the best interest of Blount County to amend the Library Fund Budget as requested.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Blount County, Tennessee, assembled in regular session this 19th day of August 2004, that the Library Fund Budget shall be amended as follows:

REVENUE:

115-000000-449918-00000 Café Revenue ..... \$10,000.00

APPROPRIATION:

115-056900-500169-00000	Part-Time Personnel.....	\$6,120.00
115-056900-500201-00000	Social Security.....	\$379.00
115-056900-500212-00000	Employer Medicare.....	\$89.00
115-056900-500513-00000	Workers' Comp.....	\$10.00
115-056900-500422-00000	Food Supplies.....	\$3,000.00
115-056900-500499-00000	Other Supplies and Equipment.....	<u>\$402.00</u>

Total Appropriations..... \$10,000.00

Duly authorized and approved the 19<sup>th</sup> day of August 2004.

CERTIFICATION OF ACTION

ATTEST

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

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

Approved: \_\_\_\_

Vetoed: \_\_\_\_

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

\_\_\_\_\_  
Date

RESOLUTION No. \_\_\_\_\_

Sponsored by Commissioners: Otto Slater and Robert Ramsey

**A RESOLUTION TO PROVIDE FUNDING FOR REPAIRS AT THE BLOUNT COUNTY  
COMMUNITY ACTION AGENCY CENTER.**

**WHEREAS**, Blount County would like to appropriate funds to provide for much needed repairs at the Blount County Community Action Agency Center; and

**WHEREAS**, all work will be supervised by the Public Building Authority and funding will be subject to the match of federal funds received; and

**WHEREAS**, this resolution is subject to the approval from the space allocation committee.

**NOW THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Blount County, Tennessee, assembled in regular session this 19<sup>th</sup> day of August 2004 that the above request be approved.

**Revenue:**

101-00000-499998-00000 Fund Balance . . . . . **\$20,000.00**

**Appropriation:**

101-099100-500590-00000 Transfers to Other Funds . . . . . **\$20,000.00**

**Duly authorized and approved the 19<sup>th</sup> day of August 2004.**

**CERTIFICATION OF ACTION**

**ATTEST**

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

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

Approved: \_\_\_\_

Vetoed: \_\_\_\_

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

\_\_\_\_\_  
Date

# **OTHER BUDGET ITEMS**

## **(COMMISSION ACTION NEEDED)**

<b><u>ITEM</u></b>	<b><u>BUDGET COMM</u></b>
<b>1. School Department QZAB resolution</b>	<b>Recommends</b>
<b>2. Salary Increase Commissioners' rate increase adjustment</b>	<b>Recommends</b>

The Board of County Commissioners of Blount County, Tennessee, met in regular session on August 19, 2004, at 7:00 p.m. at the County Courthouse, Maryville, Tennessee, with the Honorable Beverly Woodruff, County Mayor, presiding.

The following Commissioners were present:

The following Commissioners were absent:

There were also present Ray Crawford, County Clerk and Alvin Hord, Director of Schools.

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

AYE:

NAY:

A RESOLUTION AUTHORIZING A LOAN UNDER A LOAN AGREEMENT BETWEEN BLOUNT COUNTY, TENNESSEE AND THE TENNESSEE STATE SCHOOL BOND AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$855,000) AND TO EXECUTE AND DELIVER THE LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID BORROWING; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BORROWING AND THE PAYMENT OF THE COUNTY'S OBLIGATIONS UNDER THE LOAN AGREEMENT.

WHEREAS, pursuant to the Tennessee State School Bond Authority Act, Sections 49-3-1201, et seq., Tennessee Code Annotated, as amended (the "Act"), the Tennessee State School Bond Authority (the "Authority") is authorized to issue its bonds or notes to make loans to any county, metropolitan government, incorporated city or town, or special school district in the State to provide funds to rehabilitate, repair or equip schools for such local governments ("Qualified Zone Academy Projects"); and

WHEREAS, the Authority has determined that it will issue its Qualified Zone Academy Bonds, Series 2004 (the "Bonds"), for the purpose of making loans to Blount County, Tennessee (the "County"), in addition to other cities and counties in the State, to fund Qualified Zone Academy Projects; and

WHEREAS, the County has applied for a loan from the Authority and the County's application has been approved by the Department of Education of the State and approved by the Authority for the purpose of receiving funds to renovate, repair and equip schools located in the County, including Eagleton Elementary School, Eagleton Middle School, Heritage Middle School, Lanier Elementary School, Mary Blount Elementary School, Porter Elementary School, Rockford Elementary School, Townsend Elementary School and Walland Elementary School (collectively, the "Projects") which are each a Qualified Zone Academy Project; and

WHEREAS, each of the Projects are located at County schools which are established and operated by the local education agency of the County to provide education and training below the post-secondary level and is either in an empowerment zone or at least 35% of the students attending the schools at which the Projects will be installed or participating in the program are eligible for free or reduced cost lunch programs under the school lunch program established under the National School Lunch Act; and

WHEREAS, the County has received a written commitment from one or more private entities to make a qualified contribution consisting of equipment, technical assistance, training, services of employees as volunteer mentors, internships, field trips or other educational opportunities outside the schools for students having a present value of not less than 10% of the proceeds of the loan requested for the Projects; and

WHEREAS, under the Act, the County is authorized to enter into a loan agreement with the Authority to finance the Projects; and

WHEREAS, it is hereby determined to be in the best interests of the County to finance the Projects through a loan from the Authority to the County (the "Loan Agreement") whereby the County will pledge its full faith and credit and unlimited taxing power to the payment of its obligations thereunder, including payment of amounts sufficient to pay its allocable share of the principal on the Bonds, costs of issuance of the Bonds, and certain administrative expenses; and

WHEREAS, the Loan Agreement shall be additionally secured by a pledge by the County of taxes imposed and collected by the State pursuant to law and appropriated and allocated to the County as identified by resolution of the Tennessee Local Development Authority and as established by Section 4-31-102, Tennessee Code Annotated, as amended from time to time ("State-Shared Taxes"), which have not been pledged or applied to any other indebtedness

(“Unobligated State-Shared Taxes”) in an amount equal to the maximum annual principal payments to be made under the Loan Agreement; and

WHEREAS, the County has not pledged its State-Shared Taxes to any other indebtedness of the County and the County has Unobligated State-Shared Taxes in an amount greater than 100% maximum annual principal payments to be made under the Loan Agreement; and

WHEREAS, there has been presented to this meeting the form of the Loan Agreement which appears to be in appropriate form and is an appropriate instrument to be executed and delivered for the purposes intended; and

WHEREAS, for the purposes of authorizing the loan from the Authority, the execution and delivery of the Loan Agreement by the County, the pledging of the County’s full faith and credit and a portion of its Unobligated State-Shared Taxes for the payment of its obligations under the Loan Agreement, approving the assignment of such pledge to secure the Bonds, and authorizing the execution of such documents and certificates as shall be necessary to consummate the sale and delivery of the Bonds and of the Loan Agreement, the Governing Body of the County adopts this Resolution.

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

Section 1. Approval of Loan. For the purpose of providing funds to finance the costs of the Projects, including the payment of legal and fiscal costs incident to the issuance and sale of the Bonds and the Loan Agreement and making and receiving the loan herein authorized, there is hereby authorized a loan (“Loan”) from the Authority in a principal amount not to exceed \$855,000. The County shall make annual payments of principal in amounts equal to approximately level debt service payable in the years 2005 through 2018. The final dates and

amortization of principal amounts of the Loan may be adjusted by the County Mayor as shall be determined by the County Mayor to be in the best interests of the County and as may be required by the Authority, taking into account the expected revenues available for debt service, in accordance with the terms of this resolution and the Loan Agreement upon consultation with the Director of Schools. The Loan shall not bear interest.

Section 2. Approval of Loan Agreement. The form, terms and provisions of the Loan Agreement which have been presented at this meeting are hereby approved and the County Mayor is hereby authorized, empowered and directed to execute and deliver and the County Clerk to attest the Loan Agreement in the name and on behalf of the County. The Loan Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the County Mayor upon consultation with the Director of Schools, the execution by the County Mayor thereof to constitute conclusive evidence of approval of any and all changes or revisions therein. From and after the execution and delivery of the Loan Agreement, the County Mayor and County Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Loan Agreement as executed.

Section 3. Pledge of Taxes. (a) The County hereby covenants and agrees, through the Board of County Commissioners (the “Governing Body”), to annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay when due the annual amounts payable by the County under the Loan Agreement as and when they become due and payable and, for such purposes, the County hereby pledges such tax and the full faith and credit of the County to such payments, provided, however, that the tax hereinabove described will not be required to be levied or, if levied, may be proportionately

reduced to the extent of funds appropriated by the Governing Body of the County to the payment of the amounts described above from other revenues of the County. Such tax, to the extent levied, shall be assessed, levied, collected and paid in like manner as other taxes of the County. Such tax shall not be included within any statutory or other limitation of rate or amount for the County but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other law, whether public or private. Any amounts payable under the Loan Agreement falling due at any time when there are insufficient funds from the tax levy shall be paid from current funds of the County out of the taxes hereby provided to be levied when the same shall have been collected.

(b) The County has not pledged its State-Shared Taxes to any other obligations and the County has Unobligated State-Shared Taxes remaining in an amount greater than 100% of the maximum annual principal payments to be made under the Loan Agreement. The County additionally pledges its Unobligated State-Shared Taxes in an amount equal to the maximum annual principal payments under the Loan Agreement. The County hereby authorizes the Authority, without further recourse, to direct that Unobligated State-Shared Taxes pledged hereunder and due to the County be withheld and paid over to the Authority for credit to the County's payments due under the Loan Agreement at any time that such payments become delinquent and in an amount necessary to liquidate the amount of the delinquent payment.

Section 4. Consent to Assignment. The County hereby consents to the assignment pursuant to the Resolution of all the Authority's right, title and interest under the Loan Agreement as security for the Bonds.

Section 5. Additional Authorizations. All acts and doings of the County Mayor, the County Clerk and the Director of Schools of the County and any other officer of the County which are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds and the execution and delivery of the Loan Agreement as set forth herein shall be and the same hereby are in all respects, approved and confirmed.

Section 6. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 19<sup>th</sup> day of August, 2004.

---

County Mayor

ATTEST:

---

County Clerk

CERTIFICATE OF COUNTY CLERK

I, Roy Crawford, certify that I am the duly qualified and acting County Clerk of Blount County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the Governing Body of the County held on August 19, 2004; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$855,000 indebtedness of the County.

WITNESS my official signature and seal of said County on this the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

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

FORM OF  
LOAN AGREEMENT  
(\$855,000 SERIES 2004)

DATED AS OF \_\_\_\_\_, 2004

BETWEEN

TENNESSEE STATE SCHOOL BOND AUTHORITY

AND

BLOUNT COUNTY, TENNESSEE

## TABLE OF CONTENTS

(This table of contents is not part of the Loan Agreement and is only for convenience of reference.)

### ARTICLE I

#### Definitions

Section 1.01.	Defined Terms.....	2
Section 1.02.	Interpretation.....	7

### ARTICLE II

#### The Series 2004 Bonds and the Loan

Section 2.01.	Issuance of the Series 2004 Bonds.....	7
Section 2.02.	Loan.....	7
Section 2.03.	Use of Proceeds by the Borrower.....	7
Section 2.04.	Disbursements of Loan Proceeds.....	8
Section 2.05.	Completion of the Project.....	8
Section 2.06.	Investment of Funds; Application of Investment Earnings.....	8
Section 2.07.	Tax Status of the Series 2004 Bonds.....	8

### ARTICLE III

#### Payment Obligations of Borrower

Section 3.01.	Principal Payments.....	9
Section 3.02.	Administrative Expenses.....	9
Section 3.03.	Time and Manner of Payment.....	9
Section 3.04.	Amount of Payment.....	9
Section 3.05.	Payments Assigned.....	10
Section 3.06.	Payments; Obligation of Borrower Unconditional.....	10
Section 3.07.	Pledge of Taxing Power.....	10
Section 3.08.	Pledge of Unobligated State-Shared Taxes.....	11

### ARTICLE IV

#### Representations and Covenants

Section 4.01.	Representations and Covenants of the Authority.....	11
Section 4.02.	Representations and Covenants of the Borrower.....	13

### ARTICLE V

#### Events of Default

Section 5.01.	Events of Default.....	14
Section 5.02.	Remedies.....	15

ARTICLE VI

Prepayment

Section 6.01. Option to Prepay.....16  
Section 6.02. Optional Prepayment Price.....16  
Section 6.03. Notice of Prepayment.....16  
Section 6.04. Partial Prepayment .....16  
Section 6.05. Deposit of Prepayment Amount.....16  
Section 6.06. Discharge of Other Obligations.....16

ARTICLE VII

Indemnification

Section 7.01. Indemnification of Trustee and Authority.....17

ARTICLE VIII

Miscellaneous

Section 8.01. Waiver of Statutory Rights.....17  
Section 8.02. Non-Waiver by Authority .....17  
Section 8.03. Remedies Cumulative .....18  
Section 8.04. Amendments, Changes and Modification .....18  
Section 8.05. Applicable Law - Entire Understanding.....18  
Section 8.06. Severability.....18  
Section 8.07. Notices and Demands.....18  
Section 8.08. Headings and References .....18  
Section 8.09. Successors and Assigns.....19  
Section 8.10. Multiple Counterparts .....19  
Section 8.11. Amendments, Changes and Modifications of Resolution.....19  
Section 8.12. No Liability of Authority's and Borrower's Officers.....19  
Section 8.13. Continuing Disclosure.....19

Exhibit A Requisition  
Exhibit B Completion Certificate  
Exhibit C Loan Repayment Schedule

LOAN AGREEMENT

This Loan Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the TENNESSEE STATE SCHOOL BOND AUTHORITY (the "Authority"), and BLOUNT COUNTY, TENNESSEE (the "Borrower").

WITNESSETH:

WHEREAS, the Authority is a corporate governmental agency and an instrumentality of the State of Tennessee, organized and existing pursuant to the Tennessee State School Bond Authority Act, Sections 49-3-1201 et seq., Tennessee Code Annotated, as amended (the "Act"), and is authorized to issue its bonds or notes to make loans to any county, metropolitan government, incorporated city or town, or special school district in the State (each a "Local Government") for qualified zone academy projects as defined in the Act, including buildings, structures, improvements, and equipment for schools;

WHEREAS, it has heretofore been determined by the governing body of the Borrower to be in the best interest of the Borrower to finance the renovation, repair and equipping of the following schools in the Borrower: Eagleton Elementary School, Eagleton Middle School, Heritage Middle School, Lanier Elementary School, Mary Blount Elementary School, Porter Elementary School, Rockford Elementary School, Townsend Elementary School and Walland Elementary School (collectively, the "Projects"); and

WHEREAS, under Tennessee law, the Borrower is authorized to enter into a loan agreement with the Authority to finance the Projects; and

WHEREAS, the Borrower has obtained a written commitment from one or more private entities to provide a "qualified contribution" as such term is defined in Section 1397E of the Internal Revenue Code of 1986, as amended, having a present value of not less than ten percent (10%) of the proceeds of the loan authorized herein allocable to each Academy Project (as defined herein); and

WHEREAS, the Department of Education has recommended to the Authority that the Borrower be approved to obtain a loan from the Authority for the Projects; and

WHEREAS, the Borrower has determined that it is necessary and desirable to borrow sufficient funds to accomplish the purposes set forth above; and

WHEREAS, the Authority has determined to lend money to the Borrower for the purposes set forth above on the terms and conditions set forth herein; and

WHEREAS, to obtain funds for such purposes the Authority will issue and sell its Qualified Zone Academy Bonds, Series 2004 (the "Series 2004 Bonds"), to be secured by and to contain such terms and provisions as are set forth in that certain resolution adopted by the Authority on September 9, 1999, as supplemented by the Fourth Supplemental Resolution adopted by the Authority on \_\_\_\_\_, 2004 and the Series Certificate dated \_\_\_\_\_, 2004, and deposit the proceeds from the sale of the Series 2004 Bonds with

the Authority to be disbursed in the manner and for the purposes set forth in the Resolution, all as more fully provided therein.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Authority and the Borrower agree as follows:

## ARTICLE I

### Definitions

Section 1.01. Defined Terms. In addition to the words, terms and phrases elsewhere defined in this Loan Agreement or in the Resolution, the following words, terms and phrases as used in this Loan Agreement shall have the following respective meanings:

"Academy Project" means with respect to each Qualified Zone Academy, the portion of the Projects described herein identified to such Qualified Zone Academy.

"Act" means the Tennessee State School Bond Authority Act, Sections 49-3-1201 et seq, Tennessee Code Annotated, as amended from time to time.

"Administrative Expenses" means the Authority's expenses of carrying out and administering its powers, duties and functions in connection with the Loan Agreement, the Projects and the Resolution, and shall include without limiting the generality of the foregoing: administrative expenses, legal, accounting and consultant's services and expenses, the fees and expenses of the Trustee, Paying Agent and Registrar and any other expenses required or permitted to be paid by the Authority under the provisions of the Act, the Loan Agreement and the Resolution or otherwise required to be made by the Borrower pursuant to Section 3.02 hereof.

"Authority" means the Tennessee State School Board Authority, the corporate governmental agency and instrumentality created by the Act, or any body, agency or instrumentality of the State which shall hereafter succeed to the powers, duties and functions of the Authority.

"Authorized Authority Representative" means any member of the Authority and any other officers or employee of the Authority authorized by law, by resolution of the Authority or by a certificate of a Secretary of the Authority to perform the act or sign the document in question.

"Authorized Borrower Representative" means the County Mayor of the Borrower or his designee as evidenced by a certificate of the Borrower, and any such other Person from time to time authorized to act in behalf of a Borrower pursuant to the Charter, or ordinance or resolution of the governing body of such Borrower, a copy of which is filed with the Secretary of the Authority, to perform such act or execute such document on behalf of the Borrower pursuant to a certificate signed by any of the above and giving the name and specimen signature of the Person or Persons so designated.

"Bond Fund" means the fund established under Section 6.02 of the Resolution.

"Bonds" means the Authority's Qualified Zone Academy Bonds issued pursuant to the Resolution, as supplemented by any Supplemental Resolution.

"Borrower" means Blount County, Tennessee.

"Borrower Account" means the account in the Loan Fund designated for the Borrower pursuant to Section 6.03 of the Resolution in which the proceeds of the Loan to the Borrower are deposited.

"Borrower Request", "Borrower Order" and "Borrower Consent" means, respectively, a written request, order or consent signed by an Authorized Borrower Representative and delivered to the Authority.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which banking institutions located in the State or in any of the cities where the principal United States office of the Trustee, the Paying Agent or the Registrar are required or authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

"Closing Date" means the date of issuance and delivery of the Series 2004 Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations and revenue rulings thereunder. Reference herein to sections of the Code are to the sections thereof as they exist on the date of execution of this Loan Agreement, but include any successor provisions thereof to the extent applicable to the Series 2004 Bonds.

"Cost" or "Cost of the Projects" means:

(a) The cost of improving, equipping, repairing or refinancing the Projects, or any combination of such purposes, demolishing structures on the Project sites, and acquiring sites or estates therein and easements necessary or convenient for the Projects;

(b) The cost of labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the Projects;

(c) Governmental charges levied or assessed during equipping of the Projects or upon any property acquired therefor, and premiums on insurance in connection with the Projects during construction;

(d) Fees and expenses of architects and engineers for estimates, surveys and other preliminary investigations, environmental tests, soil borings, appraisals, preparation of plans, drawings and specifications and supervision of the Projects properly chargeable to the Projects, as well as for the performance of all other duties of architects and engineers in relation to the construction and installation of the Projects;

(e) Expenses of administration, supervision and inspection properly chargeable to the Project, including the fees of the Borrower relating to the design, construction and equipping of the Project and all other items of expense, not elsewhere specified herein incident to the construction, installation and placing in operation of the Projects;

(f) Fees and expenses incurred in connection with the issuance, sale, execution, delivery and administration of the Series 2004 Bonds and this Loan Agreement, including but not limited to, fees and expenses of the Authority and its counsel, Bond Counsel, the Trustee, if any, Paying Agent or Registrar and its counsel, the Borrower's counsel, printing costs, rating fees and discount; and

(g) Any other cost of the Projects permitted to be financed pursuant to the Act and the Code.

"Event of Default" means any event defined in Section 5.01 hereof.

"Investment Obligations" means and includes any instruments, securities, certificates, obligations and the like if and to the extent the same are at the time permitted and legal for investment of the Authority's funds pursuant to the Act or in accordance with any other law, regulation, guideline or policy, in effect from time to time, applicable to the Authority with respect to investments.

"Loan" means the loan made by the Authority to the Borrower pursuant to this Loan Agreement as described in Section 2.02 hereof.

"Loan Agreement" means this Loan Agreement as it now exists and as it may hereafter be amended.

"Loan Fund" means the fund established under Section 6.03 of the Resolution.

"Loan Repayments" means the payments of principal of the Loan, Administrative Expenses and any other amounts payable by the Borrower hereunder.

"Loan Repayment Date" means, with respect to that portion of Loan Repayments attributable to principal on the Series 2004 Bonds, on the \_\_\_\_ day of \_\_\_\_\_, 2005 through 2018, inclusive, in the amounts set forth on Exhibit C attached hereto and incorporated herein by reference; and, with respect to that portion of Loan Repayments consisting of Administrative Expenses, the \_\_\_\_ day of \_\_\_\_\_ of each year during the term hereof.

"Local Government" means any county, metropolitan government, incorporated city or town, or special school district in the State.

"Optional Prepayment Price" means the amount determined pursuant to the provisions of Section 6.02 hereof payable by the Borrower in order to prepay in whole or in part its Loan Repayments.

"Outstanding", when used with respect to the Series 2004 Bonds or any Series of Bonds issued pursuant to the Resolution, means as of any date, all Series 2004 Bonds or other Series of Bonds, respectively, theretofore authenticated and delivered under the Resolution, except:

- (a) any Bonds cancelled at or prior to such date;
- (b) any Bonds (or portions of Bonds) the principal or Redemption Price, if any, which shall have been paid in accordance with the terms hereof;
- (c) any Bonds in lieu or in substitution for which other Bonds shall have been authenticated and delivered pursuant to the Resolution; and
- (d) Bonds deemed to have been paid as provided in the Resolution.

"Outstanding Loan Amount" means the original principal amount authorized under this Loan Agreement, less repayments of such principal amount.

"Paying Agent" means any Paying Agent for the Series 2004 Bonds, its successors and any other Person which may at the time be substituted in its place, pursuant to the Resolution.

"Person" means any individual, corporation, partnership, limited partnership joint venture, association, joint-stock company, trust, unincorporated association, limited liability corporation or partnership, or government or any agency or subdivision thereof, or other legal entity or group of entities.

"Pledged Revenues" means with respect to the Series 2004 Bonds (i) all payments made by the Borrower pursuant to this Loan Agreement; (ii) funds held under the Resolution with respect to the Series 2004 Bonds and the earnings thereon (subject to the application thereof to the purposes and on the conditions set forth in the Resolution); and (iii) Unobligated State-Shared Taxes at such time as such taxes have been withheld pursuant to law and the Loan Agreement and which have become property of the Authority.

"Prepayment Date" means the date on which the Borrower is required to deposit the Optional Prepayment Price with the Paying Agent or Trustee pursuant to Section 6.01 hereof, which day may be any Business Day.

"Projects" mean the renovation, repair and equipping of the following schools in the Borrower: Eagleton Elementary School, Eagleton Middle School, Heritage Middle School, Lanier Elementary School, Mary Blount Elementary School, Porter Elementary School, Rockford Elementary School, Townsend Elementary School and Walland Elementary School.

"Proportionate Share" means, for purposes of the Series 2004 Bonds, a fraction, the numerator of which shall be the Outstanding Loan Amount and the denominator of which shall be the Outstanding principal amount of the Series 2004 Bonds at the time of determination and for purposes of common fees and expenses relating to all Series of Bonds outstanding under the

Resolution, means a fraction, the numerator of which shall be the Outstanding Loan Amount and the denominator of which shall be the principal amount of all Series of Bonds Outstanding under the Resolution at the time of determination; provided, however, in each case, if no Bonds have been redeemed, then the numerator shall be the original principal amount of the Loan.

"Qualified Zone Academy" has the meaning set forth in Section 1397E of the Code, as amended, and shall include any public school or academic program within a public school which is established by and operated under the supervision of an eligible local education agency to provide education or training below the post-secondary level and such public school is located in an empowerment zone or enterprise community or there is a reasonable expectation as of the date of execution of the Loan Agreement that at least 35% of the students attending such school or participating in such program will be eligible for free or reduced cost lunches under the school lunch program established under the National School Lunch Act which shall include the Projects.

"Registrar" means the registrar for the Series 2004 Bonds and its successor or successors and any other Person which may at any time be substituted in its place pursuant to the Resolution.

"Resolution" means the Qualified Zone Academy First Program Bond Resolution adopted by the Authority on September 9, 1999, as supplemented by the Fourth Supplemental Resolution adopted by the Authority on \_\_\_\_\_, 2004 including the Fourth Series Certificate, dated as of \_\_\_\_\_, 2004 and as from time to time amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions thereof.

"Series" or "Series of Bonds" or "Bonds of a Series" means all Bonds authorized by Supplemental Resolution designated as being of the same series initially delivered as part of a simultaneous transaction evidencing a borrowing authorized by the Resolution to fund one or more Loans made under one or more related Loan Agreements under the Resolution, and any Bonds thereafter authenticated and delivered in lieu thereof or in exchange therefor.

"Series 2004 Bonds" means the Qualified Zone Academy Bonds, Series 2004, of the Authority from time to time Outstanding under the Resolution.

"State" means the State of Tennessee.

"State-Shared Taxes" means taxes imposed and collected by the State pursuant to law and appropriated and allocated by law to a Local Government, whether appropriated or allocated for a particular purpose or for the general use of such Local Government, as identified by resolution of the Tennessee Local Development Authority and as established by Section 4-31-102, Tennessee Code Annotated, as amended from time to time.

"Trustee" means the bank, trust company or national banking association appointed pursuant to Section 8.01 of the Resolution to act as trustee under the Resolution, and its successor or successors and any other bank, trust company or national banking association at any time substituted in its place pursuant to the Resolution.

"Unobligated State-Shared Taxes" means State-Shared Taxes which have not been pledged or applied to any other indebtedness.

Section 1.02. Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The words "Bond", "holder", and "person" shall include the plural as well as the singular number unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate.

Any certificate or opinion made or given by an Authorized Authority Representative or an Authorized Borrower Representative may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous. Any certificate or opinion made or given by counsel may be based (insofar as it relates to factual matters, information with respect to which is in the possession of the Authority or a Borrower), upon the certificate or opinion of or representations by an officer or officers or officials of the Authority or the Borrower, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

## ARTICLE II

### The Series 2004 Bonds and the Loan

Section 2.01. Issuance of the Series 2004 Bonds. In order to obtain funds to lend to the Borrower to assist in financing the Projects and pay costs of issuance in connection with the Series 2004 Bonds and the Loan Agreement as provided in Section 2.02 hereof, the Authority agrees to issue and deliver its Series 2004 Bonds. The Series 2004 Bonds shall not bear interest. The proceeds received from the sale of the Series 2004 Bonds shall be deposited with the Authority in an amount equal to the costs of issuance of the Series 2004 Bonds in the Administrative Expenses Account of the Series Bond Account and all remaining proceeds of the Series 2004 Bonds shall be deposited in the Borrower Account of the Loan Fund pursuant to Section 6.03 of the Resolution.

Section 2.02. Loan. The Authority hereby agrees to lend and advance to the Borrower and the Borrower hereby agrees to borrow and accept from the Authority, the Loan in the principal amount of \$855,000. The Authority shall disburse the proceeds of the Loan to the Borrower from amounts on deposit in the Borrower Account of the Loan Fund derived from proceeds of the Series 2004 Bonds, upon receipt of a requisition as set forth in Section 2.04 hereof.

Section 2.03. Use of Proceeds by the Borrower. The Borrower will use the funds loaned to it by the Authority pursuant to Section 2.02 hereof solely to pay the Costs of the Projects.

Section 2.04. Disbursements of Loan Proceeds. Pursuant to Section 6.03 of the Resolution, the Authority shall use the moneys in the Borrower Account of the Loan Fund solely to pay the Costs of the Projects, including the reimbursement of the Borrower for advances and payments made or costs incurred by the Borrower for or in connection with the Projects. The Authority shall disburse funds from the Borrower Account of the Loan Fund only upon receipt of a requisition, appropriately completed and signed by an Authorized Borrower Representative in the form attached hereto as Exhibit A.

Section 2.05. Completion of the Project. When requesting final payment from the Borrower Account of the Loan Fund, the Borrower shall cause to be submitted to the Department of Education, in addition to the requisition required by Section 2.04 hereof, a certificate signed by an Authorized Borrower Representative in the form attached hereto as Exhibit B. Said certificate shall state that no further funds will be withdrawn from the Borrower Account of the Loan Fund to pay the Cost of the Project. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. All moneys shall be expended from the Borrower Account of the Loan Fund within two and one-half (2½) years of the date of this Loan Agreement unless otherwise approved by the Authority. All moneys remaining in the Borrower Account of the Loan Fund, including investment earnings thereon, may be used for other projects approved by the State Board of Education and the Authority upon receipt of an opinion of nationally recognized bond counsel that the additional projects do not adversely affect the qualification of the Series 2004 Bonds as “qualified zone academy bonds” within the meaning of Section 1397E of the Code or shall be deposited in the Loan Repayment Account of the Series 2004 Bond Account of the Bond Fund and credited by the Authority to the Borrower’s next succeeding Loan Repayment required to be made by the Borrower and used to redeem Series 2004 Bonds as set forth in the Resolution. The Authority does not make any warranty, either express or implied, that the moneys which will be paid into the Borrower Account of the Loan Fund and which, under the provisions of this Loan Agreement, will be available for payment of the Costs of the Project, will be sufficient to pay all of the Costs of the Projects.

Section 2.06. Investment of Funds; Application of Investment Earnings. Any moneys held by the Authority in the Borrower Account of the Loan Fund shall be invested or reinvested by the Authority in Investment Obligations. Except as otherwise set forth in this Loan Agreement, all earnings accruing on funds in the Borrower Account of the Loan Fund shall be applied as a credit by the Authority on each Loan Repayment Date to the Borrower’s Loan Repayment due on such Loan Repayment Date and deposited to the Series 2004 Bond Account of the Bond Fund. At the written direction of an Authorized Borrower Representative to the Authority, all or a portion of the earnings accruing on funds in the Borrower Account within the Loan Fund shall be retained in the Loan Fund and to the extent so retained shall not be credited against the Borrower’s Loan Repayment or transferred to the Series 2004 Bond Account in the Bond Fund.

Section 2.07. Tax Status of the Series 2004 Bonds. It is the intention of the parties hereto that the Series 2004 Bonds be and remain “qualified zone academy bonds” within the meaning of Section 1397E of the Code, and to that end the Borrower hereby represents, warrants and agrees as follows:

(a) 95% or more of the proceeds of the Loan allocable to each Academy Project shall be used to rehabilitate, repair or equip the Qualified Zone Academy;

(b) the Qualified Zone Academy is a public school or academic program within a public school which is established and operated by the local education agency of the Borrower to provide education and training below the post secondary level and is located in an empowerment or enterprise community or at least 35% of the students attending the school or participating in the program are eligible for free or reduced cost lunch programs under the school lunch program established under the National School Lunch Act; and

(c) the Borrower has received written commitments from private entities to make qualified contributions (as defined in Section 1397E of the Code) having a present value of not less than 10% of the proceeds of the Loan with respect to each Academy Project.

### ARTICLE III

#### Payment Obligations of Borrower

Section 3.01. Principal Payments. The Borrower agrees to pay to the Authority, an amount equal to the aggregate principal amount of the Loan, such amounts to be paid in installments on each Loan Repayment Date, without notice or demand, in the amounts and in the manner hereinafter provided, to be deposited by the Authority to the Series 2004 Bond Account in the Bond Fund to be applied to the payment of principal of the Series 2004 Bonds, whether at maturity or upon redemption.

Section 3.02. Administrative Expenses. The Borrower agrees to pay to the Authority on the dates, in the manner and in the amounts set forth in Sections 3.03 and 3.04 hereof.

Section 3.03. Time and Manner of Payment. The Borrower agrees to make each of the Loan Repayments directly to the Authority on or before each Loan Repayment Date in lawful money of the United States of America by wire transfer of immediately available funds. The Authority shall send a statement to the Borrower setting forth the amount of the Borrower's Loan Repayments on the next succeeding Loan Repayment Date.

Section 3.04. Amount of Payment. The amount of each of the Loan Repayments shall be computed as follows:

(a) With respect to the principal portion of each of the Loan Repayments, the amount shall be equal to next ensuing principal reduction requirement on the Loan set forth on Exhibit C attached hereto, payable on the Loan Repayment Date in the year of each principal reduction date shown on Exhibit C, less a credit in an amount equal to (i) the earnings transferred for the Borrower from the Borrower's Account of the Loan Fund, (ii) moneys transferred from the Borrower's Account of the Loan Fund after the completion of the Project, and (iii) the total amount of interest in the Series 2004 Bond Account of the Bond Fund, including the amount transferred from the Administrative Expenses Account of the Bond Fund, multiplied by a

fraction, the numerator of which is an amount equal to the Borrower's prior Loan Repayments on deposit in the Loan Repayment Account of the Loan Fund and the denominator of which is an amount equal to the total of all Borrowers' prior Loan Repayments on deposit in the Loan Repayment Account of the Loan Fund. The Borrower shall pay its Proportionate Share to the extent of any investment losses on the Series 2004 Bond Account of the Bond Fund resulting in insufficient funds to pay the Series 2004 Bonds when due.

(b) With respect to the Administrative Expenses portion of each of the Loan Repayments, the amount thereof shall be equal to the Borrower's Proportionate Share of Administrative Expenses for any period commencing on the Closing Date, or the Business Day on which Administrative Expenses were last paid to and ending on the day next preceding the Business Day on which the payment of Administrative Expenses are due.

Section 3.05. Payments Assigned. It is understood and agreed that the rights of the Authority under this Loan Agreement (except its rights to indemnification, payment of expenses and receive notices), are assigned to the Trustee, if any, pursuant to the Resolution. The Borrower consents to such assignment. The Borrower agrees to pay to the Trustee, or at the option of the Authority, unless there shall exist an Event of Default, to the Authority or at the direction of the Authority, the State Treasurer, or a separate custodian, all amounts payable by the Borrower that are so assigned. All such assigned payments shall be deposited as provided in the Resolution.

Section 3.06. Payments; Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional until payment of all Borrower obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Borrower might otherwise have against the Authority or the Trustee, if any. Until payment of all Borrower obligations hereunder, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of their other covenants, conditions and agreements hereunder for any cause, including without limitation failure of consideration, failure of title to any part or all of the Projects, or commercial frustration of purpose, or any damage to or destruction or condemnation of all or any part of the Projects, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the Authority, or the Trustee, if any, to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with any document in connection with the financing of the Projects. Nothing contained in this Section, however, shall be construed to release the Authority or the Trustee, if any, from the performance of any of their respective obligations hereunder or under any documents related hereto.

Section 3.07. Pledge of Taxing Power. The Borrower covenants that it shall provide for the annual levy and collection of a tax sufficient to pay when due the Loan Repayments payable under this Loan Agreement as and when they become due and payable. The Borrower hereby pledges its full faith and credit to such payments. The tax to be levied pursuant to this Section shall be assessed, levied, collected and paid in like manner as other taxes of the Borrower. Such tax shall not be included within any statutory or other limitation of rate or amount for the

Borrower but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other law. To the extent other moneys are not available therefor, there shall be set aside by the Borrower from the tax to be levied pursuant to this Section and the Act in a special fund an amount sufficient for the payment of the amounts under this Loan Agreement, and such fund shall be used exclusively for such purpose and shall not be used for any other purpose until the amounts payable hereunder have been paid in full. Notwithstanding the foregoing, the tax hereinabove described will not be required to be levied by the Borrower or, if levied, may be proportionately reduced to the extent of payments made from other funds of the Borrower appropriated by the governing body of the Borrower to the payment of the amounts described above from other revenues of the Borrower.

Section 3.08. Pledge of Unobligated State-Shared Taxes. The Borrower hereby pledges its Unobligated State-Shared Taxes in an amount equal to the maximum annual principal portions of the Loan Repayments under this Loan Agreement.

The Borrower hereby authorizes the Authority without further recourse to direct that any Unobligated State-Shared Taxes due to the Borrower be withheld and paid over to the Authority for credit to the Borrower's Loan Repayment at any time a Loan Repayment becomes delinquent in an amount necessary to liquidate the amount of the delinquent payment.

So long as this Loan Agreement remains outstanding, the Borrower agrees that it will not create, assume or incur any pledge, encumbrance, lien or charge on a parity with or prior to the lien created under this Loan Agreement on the Borrower's Unobligated State-Shared Taxes without the written consent of the Authority and a certificate of a certified public accountant stating that the Unobligated State-Shared Taxes are at least 100% of the maximum annual principal portion of the Loan Repayments under this Loan Agreement, together with the maximum annual debt service on the obligations proposed to be issued for the fiscal year preceding the year in which the additional lien is proposed to be created.

## ARTICLE IV

### Representations and Covenants

Section 4.01. Representations and Covenants of the Authority. The Authority makes the following representations and covenants as the basis for the undertakings on the part of the Borrower contained herein:

(a) The Authority is a corporate governmental agency and instrumentality of the State of Tennessee, organized and existing pursuant to the Act. The Authority is authorized to issue the Series 2004 Bonds in accordance with the Act and to use the proceeds thereof to provide funds for making the Loan.

(b) The Authority has complied with the provisions of the Act and has full power and authority to execute and deliver this Loan Agreement and to consummate the transactions contemplated hereby and to perform its obligations hereunder.

(c) The Authority is not in violation of any of the laws of the State of Tennessee which would affect its existence or its powers referred to in the preceding subsection (b).

(d) By Resolution duly adopted by the Authority and in full force and effect on the date hereof, the Authority has authorized the execution and delivery of this Loan Agreement and the Series 2004 Bonds, the due performance of all obligations of the Authority hereunder, under the Resolution and under the Series 2004 Bonds, and the taking of any and all actions as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated by each of the foregoing, and the Authority will take all actions within its reasonable control to obtain all approvals necessary in connection with the foregoing that have not been obtained as of the date hereof.

(e) This Loan Agreement has been duly authorized, executed and delivered by the Authority, and upon due authorization, execution and delivery by the Borrower, will constitute a valid contractual obligation of the Authority. The Series 2004 Bonds will constitute valid and binding limited special obligations of the Authority and will be payable solely from the Pledged Revenues and any amounts otherwise available under the Resolution, and will be entitled to the benefit of the Resolution. None of the Authority (except to the foregoing extent), the State of Tennessee, or any political subdivision thereof shall be obligated, directly or (except as a Borrower from the Authority) indirectly, to pay the principal of the Series 2004 Bonds. The Authority has no taxing power.

(f) The execution and delivery by the Authority of this Loan Agreement, the Series 2004 Bonds, and the Resolution and the consummation of the transactions contemplated in each of the foregoing will not violate any resolution, mortgage, deed of trust, note, loan agreement or other contract or instrument to which the Authority is a party or by which it is bound or, to the best of the Authority's knowledge, any judgment, decree, order, statute, rule or regulation applicable to the Authority, and the Authority will take all actions within its reasonable control to obtain all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated thereby that have not been obtained as of the date hereof.

(g) The Authority will apply or cause to be applied the proceeds of the Series 2004 Bonds in accordance with the Resolution and this Loan Agreement.

(h) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Authority or, to the best knowledge of the Authority, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or by the Resolution or the Series 2004 Bonds or which, in any way, would adversely affect the validity of this Loan Agreement, the Series 2004 Bonds, the Resolution or any agreement or instrument to which the Authority is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(i) The Authority covenants that it will not pledge the amounts derived from this Loan Agreement other than to secure the Series 2004 Bonds.

Section 4.02. Representations and Covenants of the Borrower. The Borrower makes the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Authority contained herein:

(a) The Borrower is a municipal corporation or political subdivision, as appropriate, within the meaning of the Act, duly created and existing under the laws of the State of Tennessee and possessing general powers of taxation, including the power to levy ad valorem taxes, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Loan Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Loan Agreement.

(b) With respect to the authorization, execution and delivery of this Loan Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.

(c) The Borrower has duly approved the execution and delivery of this Loan Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement and the Resolution.

(d) This Loan Agreement has been duly authorized, executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Authority, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Loan Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Loan Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.

(f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgement or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Loan Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any

applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.

(g) The Borrower will not take or omit to take any action which action or omission will in any way cause the proceeds of the Series 2004 Bonds advanced to it to be applied in a manner contrary to that provided in the Resolution and this Loan Agreement.

(h) The Borrower has not taken or omitted to take, and will not take or omit to take, any action, and knows of no action that any other person, firm or corporation has taken or intends to take, which adversely affect the credit allowance on the Series 2004 Bonds for federal income tax purposes.

(i) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(j) The Borrower approves the issuance of the Series 2004 Bonds and, as of the date hereof, is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of this Loan Agreement and all warranties and representations of Borrower herein are true and correct on the date hereof.

(k) The Borrower covenants and agrees to provide annual audited financial statements to the Authority as soon as reasonably practical upon their becoming available and, upon request, such other financial information as shall be reasonably requested to the Authority.

(l) The Borrower covenants and agrees to comply with the terms and requirements applicable to Borrower in the Resolution.

(m) All information provided to the Authority in this Loan Agreement or in any other document or instrument with respect to the Loan, this Loan Agreement or the Projects, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

## ARTICLE V

### Events of Default

Section 5.01. Events of Default. An Event of Default shall occur hereunder if any one or more of the following events shall happen:

(a) the payments required by Sections 3.01 through 3.02 are not paid punctually when due;

(b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for sixty (60) days after the Authority or the Trustee shall

have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if the Borrower shall fail to proceed promptly to commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 60 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);

(c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Project or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive); or

(e) the Borrower shall contest the validity or enforceability of any provision of this Loan Agreement.

Section 5.02. Remedies. (a) In the event the Borrower shall fail to remit the Loan Repayments when and as required under this Loan Agreement, the Commissioner of Finance and Administration of the State, upon notification by the Authority, shall deliver notice of such failure to the Borrower within 3 days by telecopier or telephone (promptly confirmed in writing). If the Borrower fails to remit such amount within 10 days of the notice by telecopier or telephone, the Commissioner shall without further authorization, withhold the Loan Repayment due from the Borrower's Unobligated State-Shared Taxes.

(b) Upon the continuing occurrence of an Event of Default not cured pursuant to subsection (a) above, (regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Loan Agreement), the Authority, the Trustee, as assignee of the Authority, or any other Person who has succeeded to the rights of the Authority hereunder, at any time thereafter and while such Event of Default shall continue, may, at its option, and subject to the provisions of the Resolution, take any action at law or in equity to collect amounts then due and thereafter to become due hereunder, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement. Any amounts collected pursuant to action taken under this Article shall be applied in accordance with the Resolution.

## ARTICLE VI

### Prepayment

Section 6.01. Option to Prepay. The Borrower shall have the right and option throughout the term hereof to prepay in whole or in part the Loan advanced hereunder at the prices and upon the terms hereinafter set forth.

Section 6.02. Optional Prepayment Price. The Optional Prepayment Price shall be the Outstanding Loan Amount that the Borrower notifies the Authority it will prepay as of the designated Prepayment Date, plus the Borrower's Proportionate Share of Administrative Expenses which shall be calculated as an amount equal to Administrative Expenses which shall accrue to the redemption date of all or a portion of the related Series of Bonds or stated maturity of the Series 2004 Bonds.

Section 6.03. Notice of Prepayment. The Borrower shall give notice of its intent to prepay its Loan to the Trustee, if any, and the Authority in the manner for giving notices hereunder pursuant to Section 8.07 hereof at least forty-five (45) days prior to the Prepayment Date. The notice shall state the intent of the Borrower to prepay its Loan or a portion thereof and the proposed Prepayment Date. The Authority shall notify the Borrower the amount of the Optional Prepayment Price required to be paid by the Borrower. The Borrower may pay the Optional Prepayment Price by depositing sufficient moneys or, with the consent of the Authority, by depositing moneys which together with the credit provided in Section 3.04(a) will be sufficient to pay the Optional Prepayment Price on the Redemption Date or stated maturity of the Series 2004 Bonds as determined by the Authority. If the Borrower has paid the Optional Prepayment Price by depositing sufficient moneys for such payment and Series 2004 Bonds in a like amount are still outstanding and have not been redeemed, then the credit provided in Section 3.04(a) shall be held for the benefit of the Borrower and paid to the Borrower (i) upon payment in full of the Series 2004 Bonds or upon redemption of a like amount of Series 2004 Bonds, or (ii) annually on the Loan Repayment Date, at the option of the Authority except as otherwise set forth herein.

Section 6.04. Partial Prepayment. If the Borrower elects to prepay the Loan in part, the principal prepayment amount shall be applied in reduction of payment obligations set forth on Exhibit C as Borrower shall elect by written notice to the Authority.

Section 6.05. Deposit of Prepayment Amount. The prepayment amount shall be deposited with the Treasurer, its custodian or the Trustee in immediately available funds not later than 10:00 a.m., Nashville time, on the Prepayment Date.

Section 6.06. Discharge of Other Obligations. Notwithstanding any other provisions hereof, this Loan Agreement shall not terminate on the date on which the Borrower shall be obligated to prepay (whether or not any delay in the completion of such prepayment shall be the fault of Authority), nor shall the Borrower's obligations hereunder cease until the Borrower shall have paid all amounts payable hereunder without set-off, counterclaim, abatement, suspension, deduction, diminution, or defense for any reason whatsoever, so long as the Series 2004 Bonds

are Outstanding and unpaid, and until the Borrower shall have discharged or made provision satisfactory to Authority for the discharge of, all of its obligations under this Loan Agreement, which obligations have arisen on or before the date for prepayment, including the obligation to pay amounts due and payable on the date of the prepayment.

## ARTICLE VII

### Indemnification

Section 7.01. Indemnification of Trustee and Authority. The Borrower covenants and agrees, to the extent it is authorized by applicable law, to indemnify the Trustee, if any, and the Authority and each successor trustee and the officers, directors, employees and agents of the Trustee or any such successor trustee and the Authority (the Trustee, each successor trustee, the Authority, and such officers, directors, employees and agents being hereinafter referred to in this Section collectively as the "Indemnified Parties" and individually as an "Indemnified Party") for, and to hold each Indemnified Party harmless against, any loss, liability, tax, assessment or other governmental charge (other than taxes applicable to their compensation hereunder) or expenses incurred without negligence, wilful misconduct or bad faith on the part of such Indemnified Party, arising out of or in connection with the acceptance or administration of the Resolution or the trusts thereunder and the duties of the Trustee and the Authority thereunder (but only to the extent the Resolution, its administration, required duties and trusts thereunder are applicable to Borrower, this Loan Agreement or the Series 2004 Bonds), including enforcement of this Loan Agreement and this Section thereof and also including any liability which may be incurred as a result of failure to withhold, pay or report any tax, assessment or other governmental charge, and the costs and expenses incurred by such Indemnified Party in the course of defending itself against or investigating any claim of liability in the premises. The obligations of the Borrower under this Section to compensate and indemnify the Indemnified Parties and to pay or reimburse each Indemnified Party for expenses, disbursements and advances shall constitute an additional obligation hereunder and shall survive the satisfaction and discharge of this Loan Agreement.

## ARTICLE VIII

### Miscellaneous

Section 8.01. Waiver of Statutory Rights. The rights and remedies of the Authority and the Borrower under this Loan Agreement shall not be adversely affected by any laws, ordinances, or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Loan Agreement affecting or regulating or attempting to affect or regulate any amounts payable hereunder.

Section 8.02. Non-Waiver by Authority. No failure by Authority or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such term. No waiver of any breach shall affect or alter this Loan Agreement or constitute a waiver of a then existing or subsequent breach.

Section 8.03. Remedies Cumulative. Each right, power and remedy of Authority provided for in this Loan Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Loan Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers or remedies are sought to be enforced, and the exercise or beginning of the exercise by the Authority or the Trustee, if any, of any one or more of the rights, powers or remedies provided for in this Loan Agreement or now or hereafter existing at law or in equity or by statute, or otherwise shall not preclude the simultaneous or later exercise by the Authority or Trustee of any or all such other rights, powers or remedies.

Section 8.04. Amendments, Changes and Modification. Except as otherwise provided in this Loan Agreement or in the Resolution, subsequent to the issuance of the Series 2004 Bonds and prior to the payment in full of the Series 2004 Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Resolution), this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of the Trustee, if any, given in accordance with the provisions of the Resolution.

Section 8.05. Applicable Law - Entire Understanding. This Loan Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Loan Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Loan Agreement.

Section 8.06. Severability. In the event that any clause or provision of this Loan Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not affect any of the remaining provisions of such instrument.

Section 8.07. Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Loan Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, at Blount County Courthouse, 341 Court Street, Maryville, Tennessee 37804, Attention: County Mayor, (b) if to the Authority, addressed to the Authority, Attention: Director of Bond Finance, 1600 James K. Polk Office Building, Nashville, Tennessee 37243-0273, (c) if to the Trustee, addressed to the Trustee at SouthTrust Bank, 230 Fourth Avenue North, Nashville, Tennessee 37219, Attention: Corporate Trust Department, or at such other addresses as any addressee from time to time may have designated by written notice to the other addressees named above. The Authority shall promptly forward to the Borrower copies of any notice received by it from the Trustee under the Resolution.

Section 8.08. Headings and References. The headings in this Loan Agreement are for the convenience of reference only and shall not define or limit the provisions thereof. All references in this Loan Agreement to particular Articles or Sections are references to Articles or Sections of this Loan Agreement, unless otherwise indicated.

Section 8.09. Successors and Assigns. The terms and provisions of this Loan Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 8.10. Multiple Counterparts. This Loan Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 8.11. Amendments, Changes and Modifications of Resolution. The Authority covenants and agrees that it will not, without the prior written consent of the Borrower, enter into or consent to any amendment, change or modification of the Resolution which would adversely affect the Borrower's rights under this Loan Agreement.

Section 8.12. No Liability of Authority's and Borrower's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Authority or the Borrower, either directly or through the Authority or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Authority against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Loan Agreement.

Section 8.13. Continuing Disclosure. In the event the Series 2004 Bonds are not exempt under Section 15c2-12, the Borrower hereby covenants and agrees that it will provide such annual financial information and material event notices, if any, as required by Rule 15c2-12 of the Securities Exchange Commission for the Series 2004 Bonds. The Authorized Borrower Representative is authorized to execute an agreement for the benefit of and enforceable by the owners of the Series 2004 Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the Borrower to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Series 2004 Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Borrower to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

IN WITNESS WHEREOF, THE TENNESSEE STATE SCHOOL BOND AUTHORITY has executed this Loan Agreement by causing its name to be hereunto subscribed by two of its Authorized Officers; and BLOUNT COUNTY, TENNESSEE has executed this Loan Agreement by causing its name to be hereunto subscribed by its County Mayor and County Clerk, all being done as of the day and year first above written.

TENNESSEE STATE SCHOOL BOARD AUTHORITY

(SEAL)

By: \_\_\_\_\_  
Authorized Officer

ATTEST:

\_\_\_\_\_  
Authorized Officer

BLOUNT COUNTY, TENNESSEE

(SEAL)

By: \_\_\_\_\_  
County Mayor

ATTEST:

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

EXHIBIT A  
REQUISITION  
Series 2004 Bonds

REQUISITION NO. \_\_\_\_\_

The undersigned, being an Authorized Borrower Representative within the meaning of that term as set forth in a Loan Agreement (the "Loan Agreement"), dated as of \_\_\_\_\_, 2004, by and between the Tennessee State School Bond Authority and Blount County, Tennessee (the "Borrower"), submits this Requisition on behalf of the Borrower pursuant to Section 2.04 of the Loan Agreement, as follows:

1. Borrower hereby requests disbursement to the Borrower pursuant to the Loan Agreement of \$\_\_\_\_\_.
2. All amounts advanced hereunder will be used to pay Cost of the Project, as defined in the Loan Agreement.
3. The amounts requested hereunder have not been the subject of a previous request for disbursement of funds.
4. The subject of this request is a proper Costs of the Project, as described in the Loan Agreement.
5. The amount requested should be wired to:  
  
Bank: \_\_\_\_\_  
ABA Number: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_

It is understood that your duties will be discharged with respect to the disbursement requested hereunder if payment is made as provided herein.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BLOUNT COUNTY, TENNESSEE

Name:

Title: \_\_\_\_\_

Funding Date: Thursday, \_\_\_\_\_, \_\_\_\_\_

After execution, fax the Requisition as follows:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
(615) \_\_\_\_\_ (Office-Confirm)  
(615) \_\_\_\_\_ (FAX)

EXHIBIT B

COMPLETION CERTIFICATE

Series 2004 Bonds

The undersigned, being an Authorized Borrower Representative within the meaning of that Loan Agreement ("Loan Agreement"), dated as of \_\_\_\_\_, 2004, by and between the Tennessee State School Bond Authority and Blount County, Tennessee (the "Borrower"), submits this Completion Certificate on behalf of the Borrower pursuant to Section 2.05 of the Loan Agreement, as follows:

1. No additional advances of funds under the Loan Agreement will be requested from the Trustee, and no additional Requisitions for disbursement of funds will be presented to the Trustee;

2. The Project or Projects to be financed with the proceeds of the Loan under the Loan Agreement have been completed or sufficient funds are available to complete the Project or Projects to the satisfaction of the Borrower; and

3. The Authority and the Trustee are directed to apply any excess funds remaining in the Borrower Account of the Loan Fund under the Loan Agreement in accordance with the provisions of Section 2.05 of the Loan Agreement.

Notwithstanding the foregoing, this Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BLOUNT COUNTY, TENNESSEE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT C

LOAN REPAYMENT SCHEDULE

<u>Date</u> ( _____ )	\$ <u>Principal</u>
--------------------------	---------------------

**RESOLUTION No. \_\_\_\_\_**

**Sponsored by Commissioners: Keith Brock and Otto Slater**

**A RESOLUTION TO ADJUST THE 2004 SALARY INCREASE FOR COMMISSIONERS.**

**WHEREAS**, the original intent of the Blount County Commission was to adopt a flat 2% increase for Commissioners equivalent to that received of the County employees minus any step raise; and

**WHEREAS**, the actual adopted increase did apply the 2% and an additional 5%, which is the maximum allowed for a step increase, to the Commissioners' pay.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Blount County, Tennessee, assembled in regular session this 19<sup>th</sup> day of August 2004, that effective September 1, 2004 the salary for all Blount County Commissioners will be decreased by 5% thus making the new total increase a flat 2%.

**Duly authorized and approved the 19<sup>th</sup> day of August 2004.**

**CERTIFICATION OF ACTION**

**ATTEST**

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

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

Approved: \_\_\_\_

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

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

\_\_\_\_\_  
Date



## **POSTING OF AGENDAS ON THE INTERNET**

The Information Technology Committee meeting on July 26, 2004 recommended the following. The posting of agendas and minutes of county government meetings can be posted on the county's web site. But, agendas will have a deadline of 48 hours prior to the meeting. For example, a Tuesday meeting's agenda must be given to the Information Technology Department by 4:00pm on Friday; a Friday meeting's agenda must be given to the Information Technology Department by 4:00pm on Wednesday. Items not on the agenda could be brought before the committee as an item not on the agenda.



**BLOUNT COUNTY**

**Office Of The County Clerk**

345 COURT STREET, MARYVILLE, TENNESSEE 37804-5906

Roy Crawford, Jr.  
County Clerk

Telephone (865) 273-5800  
Fax (865) 273-5815

August 19, 2004

Blount County Commission  
Blount County Courthouse  
Maryville, TN 37804

Dear Commission Members:

In accordance with Tennessee Code Annotated Section 67-4-708(3)(C)(x), Title Loan businesses are exempt from paying business tax. Therefore, Southern Title Loans is due a refund.

We respectfully request the commission approve a refund in the amount of \$ 1,542.17, to reimburse them for their overpayment. Please mail their refund check to:

MDP, Inc. dba Southern Title Loans  
7834 Montvue Center Way  
Knoxville, TN 37919

A handwritten signature in cursive script, appearing to read "Roy Crawford Jr.", written over a horizontal line.

Roy Crawford Jr.  
Blount County Clerk

A handwritten signature in cursive script, appearing to read "Deborah Justice", written over a horizontal line.

Deborah Justice  
Business Tax Supervisor



# STATEMENT OF SUPPORT FOR THE GUARD AND RESERVE



We recognize the National Guard and Reserve as essential to the strength of our nation and the well-being of our communities.

In the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society.

If these volunteer forces are to continue to serve our nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security. Their members must have the cooperation of all American employers in encouraging employee participation in Guard and Reserve.

## Therefore, we join other employers in pledging that:

1. Employment will not be denied because of service in the Guard or Reserve;
2. Employee job and career opportunities will not be limited or reduced because of service in the Guard or Reserve;
3. Employees will be granted leaves of absence for military service in the Guard or Reserve, consistent with existing laws, without sacrifice of vacation; and
4. This agreement and its resultant policies will be made known throughout our organization.

\_\_\_\_\_  
*Certifying for the Employer*

\_\_\_\_\_  
*Chairman*  
*National Committee for Employer*  
*Support of the Guard and Reserve*

\_\_\_\_\_  
*Secretary of Defense*

\_\_\_\_\_  
*Print Name*

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



## Statement of Support / Employer Registration

*(Please Print Clearly or Attach Your Business Card)*

Your Name: \_\_\_\_\_ Title: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**RESOLUTION \_\_\_\_\_**

**SPONSORED BY COMMISSIONERS:  
ROBERT RAMSEY AND DENNIS CARDIN**

**A RESOLUTION TO REQUEST THE YEAR 2005 BE NAMED "THE YEAR OF THE VETERAN" IN BLOUNT COUNTY, TENNESSEE.**

**WHEREAS,** many of our National Guardsmen of the 278<sup>th</sup> Armored Cavalry Regiment across the state, as well as locally, were recently deployed to serve possibly in combat with Iraq; and

**WHEREAS,** many other guard and reserve units are also serving their country in Iraq and other areas of dissension; and

**WHEREAS,** approximately more than 11,000 living veterans of Blount County have previously served when called upon for duty to their country; and

**WHEREAS,** many thousands of Blount Countians also served when called upon - some giving their all and some receiving lifelong injuries or disabilities as a result; and

**WHEREAS,** only token appreciation may have been shown for their faithful service to preserve peace, freedom, and tranquility world-wide; and

**WHEREAS,** all citizens of Blount County, the State of Tennessee and the United States enjoy the freedoms our current and past soldiers help to preserve.

**THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Blount County, Tennessee, assembled in session this 19<sup>th</sup> day of August, 2004, that the year of 2005 be designated as the "Year of the Veteran" in Blount County, Tennessee, in hopes that the State of Tennessee, as well as the nation, will consider this resolution in honor of all who have served and those who continue to serve our country.

**BE IT FURTHER RESOLVED** that a copy of this resolution be sent to the Blount County Legislative Delegation to the Tennessee General Assembly in Nashville, Tennessee, and the Blount County Legislative Delegation to the United States Congress in Washington D.C. to show support for this request.

**Duly authorized and approved the 19th day of August, 2004.**

**CERTIFICATION OF ACTION:**

**ATTEST:**

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

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

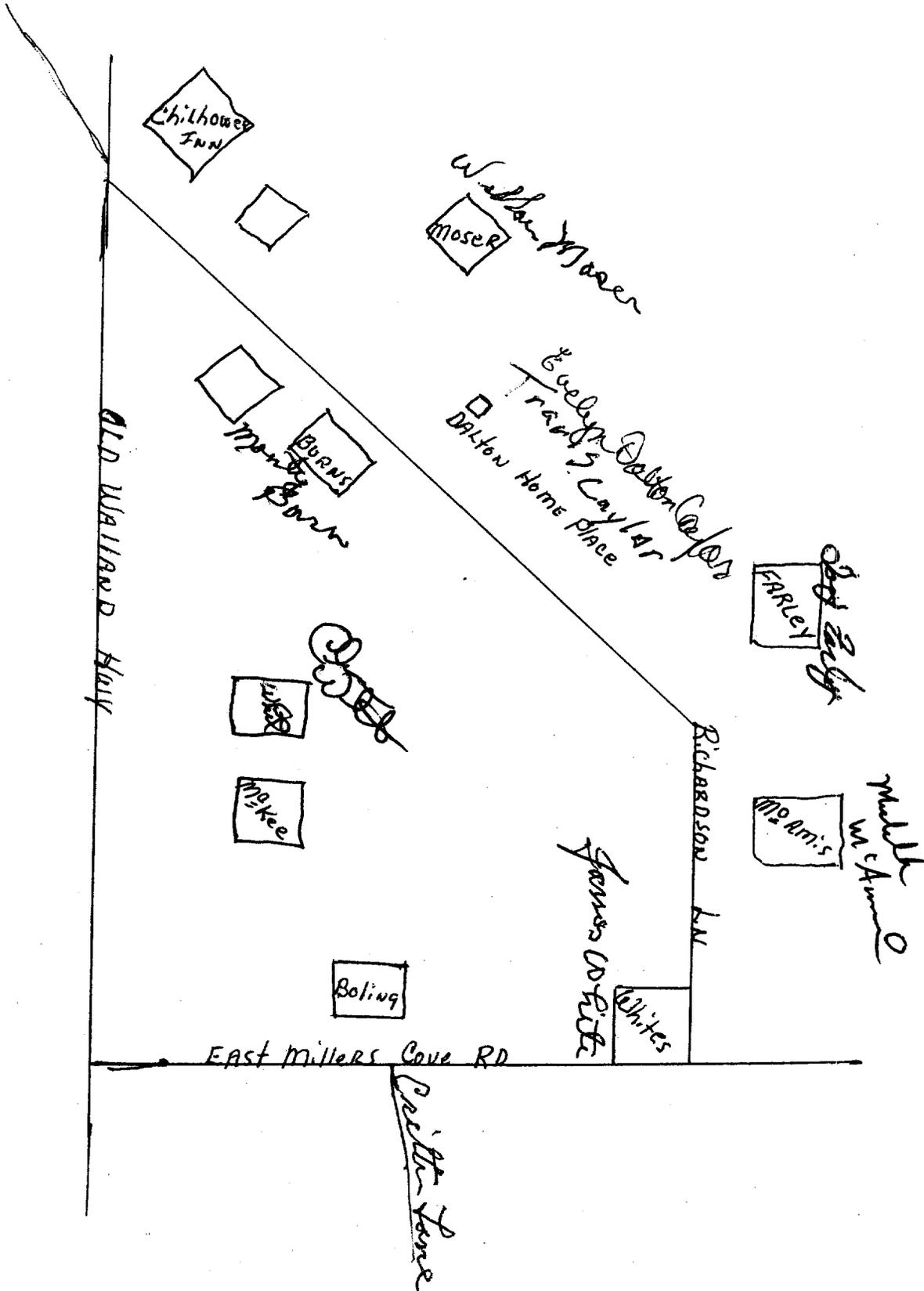
Approved: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

The resident's that live on Richardson Lane in Walland Tn. Would like to request that Richardson Lane be changed from Ricdardson Lane to Dalton Lane. The map below shows the diagram where Richardson Lane is located in Walland Tn.



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

A RESOLUTION GRANTING ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO PROVIDE NATURAL GAS SERVICE WITHIN THE UNINCORPORATED AREAS OF BLOUNT COUNTY, TENNESSEE, AND THE RIGHT TO CONSTRUCT, MAINTAIN, AND OPERATE A SYSTEM OF GAS MAINS AND SERVICE PIPES FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING GAS IN, UPON, ACROSS, ALONG AND UNDER THE HIGHWAYS, STREETS, AVENUES, ROADS, ALLEYS, LANES, WAYS, UTILITY EASEMENTS, PARKWAYS AND OTHER PUBLIC GROUNDS LOCATED WITHIN THE UNINCORPORATED AREAS OF BLOUNT COUNTY, TENNESSEE.

\* \* \* \* \*

BE IT RESOLVED by the Board of County Commissioners of Blount County, Tennessee, meeting in regular session assembled this 19<sup>th</sup> day of August, 2004, as follows:

SECTION 1. Grant and Term. Atmos Energy Corporation, a corporation organized and existing under the laws of the State of Texas and the Commonwealth of Virginia, its successors and assigns, (hereinafter for convenience, individually and collectively referred to as the "Company") is hereby granted the right, authority, privilege, and non-exclusive franchise to provide natural gas service within the unincorporated areas of Blount County, Tennessee, (hereinafter for convenience referred to as the "County") and to the inhabitants, institutions and businesses thereof and in providing such natural gas service, to construct, maintain and operate a system of gas mains, service pipes, regulator stations and all other necessary and appropriate equipment and facilities for distributing and/or supplying gas and its by-products in, upon, under, along, across and over the highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds located within the present or future unincorporated areas of the County and to provide for such other appliances, fixtures and facilities as may be necessary for the transmission, distribution and sale of gas within the unincorporated areas of the County and for such other purposes for which it is or may hereafter be used, for a period of ten (10) years from and after the passage and approval of this Resolution unless such franchise is terminated sooner pursuant to Section 14 hereof. The term of this Resolution shall be renewed for an additional five (5) years on the same terms and conditions unless such franchise is terminated sooner pursuant to Section 14 hereof or the Board of County Commissioners of Blount County, Tennessee, votes within one (1) year prior to the end of the initial ten-year term not to renew. The Company hereby agrees to provide such natural gas service within the unincorporated areas of the County and to its inhabitants in accordance with the terms of this Resolution.

SECTION 2. Construction of Facilities. All gas mains, service pipes, fixtures, facilities and other appliances so laid, constructed and maintained by virtue of this Resolution shall be so laid, constructed and maintained in accordance with good engineering principles, good workmanship and with all applicable engineering codes and in accordance with any applicable

Statutes of the State of Tennessee and the Rules and Regulations of the Tennessee Regulatory Authority (hereinafter for convenience referred to as the "TRA") or of any other governmental regulatory commission, board or agency having jurisdiction over the Company and in compliance with all applicable resolutions, rules and regulations of the County. Said facilities shall be constructed so as not to interfere with the drainage of the County or unreasonably interfere with or injure any utility or any other improvement which the County has heretofore made or may hereafter make in, upon or along any highway, street, avenue, road, alley, lane, way, utility easement, parkway, or other public ground, or unnecessarily impede or obstruct such highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways, and other public grounds located within the unincorporated areas of the County, and shall conform to the grade as then or hereafter established. The Company agrees to attempt to utilize known rights of way whenever practical before resorting to any right of condemnation to which the Company may be entitled to utilize by law.

SECTION 3. Street Safety. When the streets, avenues, alleys and other public ways are opened, or any other opening is made by the Company within the unincorporated areas of the County, where the same is made for the purpose of laying, constructing, replacing or repairing the mains, pipes and other appliances and fixtures of the Company, the Company shall place and maintain necessary safety devices, barriers, lights and warnings to properly notify persons of any dangers resulting from such entrances, and shall comply with applicable safety regulations required by federal, state, and local laws.

SECTION 4. Relocation of Facilities. In the event it becomes necessary or expedient for the County to change the course or grade of any highway, street, avenue, road, alley, way, parkway, or other public ground in which the Company is maintaining gas mains, pipes or other appliances and fixtures, then, upon the written request of the County, the Company, at its expense, will remove or change the location or depth of such mains, pipes or other appliances and fixtures, as necessary to conform to the proposed street alteration.

SECTION 5. Use of Public Ways. Whenever the Company plans to enter upon any highway, street, avenue, road, alley, lane, way, utility easement, parkway, or other public ground located within the unincorporated areas of the County for the purpose of constructing, replacing or repairing any gas mains, pipes, or other appliances, it shall notify the County of such work and shall file a plan or map of the proposed work, if practicable, before commencing same. The Company shall be responsible for payment of such fees and acquiring such permits as may be required for said work. Whenever any highway, street, avenue, road, alley, lane, way, utility easement, parkway or other public ground located within the unincorporated areas of the County shall be entered, dug up or disturbed by the Company, the Company shall, at its expense and as soon as possible after the work is completed, restore such highway, street, avenue, road, alley, lane, way, utility easement, parkway, or other public ground in as good condition as existed before the work was done. In the event the Company shall fail to fulfill its obligations under this section, the County, after giving the Company reasonable written notice, and failure of the Company to make such repairs or restoration within three (3) working days after the receipt of such notice by the Company, may make the necessary restoration or repairs, itself and the Company shall be liable and shall reimburse the County for the cost of the same or in accordance with provisions that may be contained in any prevailing resolution(s), rule(s) or regulations(s).

The provisions of this section shall not be applied nor interpreted in such a way as to prevent or delay Company work that may be required as a result of any emergency, leak or other immediate hazard or danger.

SECTION 6. Local Operating Practices. The purpose and intent of this franchise is that the Company will provide and maintain in a good state of repair a gas distribution plant and facilities, including but not limited to, mains, pipes, appliances, equipment, machinery, fixtures, meters and customer services to and for the citizens and residents of the unincorporated areas of the County. To achieve these ends, the Company will provide, but not be limited to, the following:

- A. An ample supply subject to interstate pipeline capacity and availability of natural gas for the present and future residential, commercial and industrial needs within the unincorporated areas of the County.
- B. Maintain and staff a customer service office within Blount County which is open to the public Monday through Friday during normal business hours. The Company will staff the office with a minimum of one (1) qualified employee to provide customer service, including billing and payment inquiries, acceptance of service connection/disconnection orders, and to use its best efforts to resolve customer issues. The Company shall maintain said office during the term of this Resolution unless the Company and the County mutually agree in writing that the operation of said office may be modified or closed at a later date;
- C. Maintain and staff, or by contract, provide a location or location(s) within Blount County where customers' gas bills may be paid during normal business hours at least five (5) days a week;
- D. Pay the fees as set forth in Section 11; and
- E. Maintain and staff a warehouse or repair depot in Blount County where parts, pipes, meters, tools, machinery and equipment are maintained and housed to service the company's facilities and its customers, including but not limited to, residences, businesses, and industries of the unincorporated areas of the County.

SECTION 7. Emergency Services. At a minimum, the Company shall maintain a staff of at least three (3) qualified persons, at least one (1) of whom can respond to an emergency within the unincorporated areas of the County within a reasonable amount of time. At least one (1) of the three (3) employees shall be available twenty-four (24) hours per day for performing emergency services. The Company shall provide adequate equipment and service personnel based in Blount County to respond to customer service calls from locations within the unincorporated areas of the County and shall provide the local public safety agencies, including the County Sheriff's

Office, the Blount County Fire Protection District and all volunteer fire departments operating within the unincorporated areas of the County, the Company's toll free emergency telephone number and a current listing of direct local and pager numbers of the local Company's agents or employees to contact in case of emergency. Company commits to notify the County telephonically with a follow up by telefax or telephone call of any emergency affecting its distribution facilities within the unincorporated areas of the County. The parties will endeavor to coordinate an appropriate and reasonable response to any such emergency.

SECTION 8. Indemnification. The Company shall at all times indemnify and hold harmless the County from and against any and all lawful judgments and/or claims for injury to any person or property due to the failure to exercise due care and diligence of the Company, its employees, agents, servants, and contractors in the construction, maintenance, repair, installation, and/or operation of the system and its extensions, alterations, relocation, replacement of parts of the system and/or the failure of the Company to provide services or the negligence of the Company in providing services to citizens and residents of the unincorporated areas of the County or within the unincorporated areas of the County. The County shall not be liable for the failure of the Company to perform any of its obligations under this franchise irrespective of whether the County's personnel have notice or information of any condition caused or contributed to by the Company which does harm to persons or property. However, any written notice of demand received by the County Mayor against the County on account of the Company's services, facilities, installations, repair work, or any other action of the Company or the inaction of the Company required by this franchise will be forwarded to the Company within twenty (20) days after its receipt.

SECTION 9. TRA Rules and Regulations. The County and the Company hereby agree that this Resolution shall from time to time be subject to rules and regulations adopted by the Company if approved by the TRA or any other regulatory body having jurisdiction thereof during the term of this Resolution, and shall also be subject to all rules and regulations adopted and approved by the TRA or any other regulatory body and that all such rules and regulations shall be and become a part of this Resolution to the same extent and with the same effect as if said rules and regulations were herein set out in full. The Company shall not be obligated or required to make any extension of distribution mains or service lines except in accordance with the provisions relating thereto adopted or approved by the TRA, or any other regulatory body having jurisdiction thereof during the term of this Resolution.

SECTION 10. Company Rights. Nothing herein contained shall be construed as preventing the Company from installing, placing, replacing, taking up, repairing or removing gas pipes, mains, service pipes or other devices for furnishing gas services, from using any easements for gas service which are shown on any plats of any portion of the unincorporated areas of the County heretofore or hereafter platted or recorded or any such easement which may hereafter be created, granted or dedicated for any such utility purposes by any person, firm or corporation whatsoever.

SECTION 11. Franchise Fee. As consideration for the franchise and rights herein granted to the Company and for the use by the Company of the streets, roads, highways, alleys,

public ways and other real property owned or controlled by the County, the Company shall pay to the County a franchise fee equal to the aggregate of the following:

- A. Five percent (5%) of the Company's gross receipts derived from retail natural gas sales within the unincorporated areas of the County;
- B. One half of one cent per one hundred cubic feet (\$.005/ccf) of natural gas transported by Company within the unincorporated areas of the County during the preceding calendar year to each customer of the Company who has elected to receive only gas transportation service from the Company.

The franchise fee shall be paid to the County quarterly within sixty (60) days of the end of each quarter. The Company shall furnish to the County a report showing the monthly amount of gross revenues and commodity volumes by rate class for the Company's sale of gas within the unincorporated areas of the County on a quarterly basis.

Pursuant to Tenn. Code Ann. § 65-4-105(e), the Company shall pass all franchise fees paid to the County hereunder through as a line item charge on the bills of the Company's customers within the unincorporated areas of the County. The Company shall pay to the County the gross receipts of the franchise fee with a reduction only for bad debt not actually collected by the Company for the franchise fees. The Company shall not be liable for any franchise fees not collected from customers served by the Company within the unincorporated areas of the County who have failed or refused to pay the franchise fee. However, failure of payment of the franchise fee by any customer shall subject the customer to collection procedures, including potential cessation of service, if the franchise fee remains unpaid, in accordance with the usual collection procedures of the Company for customers who have not paid their bill in full. The County and the Company also acknowledge that this franchise, including the fees to be paid hereunder to the County, is subject to the approval of the TRA. In the event that this franchise or any portion hereof is not approved by the TRA or declared by any court of competent jurisdiction to be invalid or the franchise fees hereunder uncollectible by the Company or the County, then the parties agree to amend this franchise to provide an alternative measure of compensation to the County which yields an equivalent or approximate equivalent amount of compensation to the County, and that the County shall be solely responsible for refunding any franchise fees, or portion thereof, which are not approved by the TRA or declared invalid or uncollectible by any court of competent jurisdiction.

SECTION 12. Books and Records. Upon the request of the County, the books of the Company, including customer account numbers shall be produced at a mutually agreeable office of the Company in Tennessee for a franchise fee audit by the County during normal business hours and upon reasonable notice at a mutually agreeable time. Except as stated above, no specific customer identity information such as name or address shall be required to be provided by the Company to the County except for those customers who have failed to pay any franchise fees which may be due to the County. In addition to the books and records produced by the Company, the County may require additional records from the Company as it may deem appropriated to conduct its audit.

SECTION 13. Annual System Report. The Company shall submit a written report and, at the County's request, appear before the Board of County Commissioners of Blount County, Tennessee, at least on an annual basis to report on planned capital investments, extensions, system expansion, customer satisfaction and/or public safety response experience. The annual system report will include a comparison of rates and system performance measures (revenues, commodity sales, number of customers, etc.) for regional natural gas systems including but not limited to other systems operated by the Company and the systems operated by regional gas utilities. In addition, the County and the Company will endeavor to coordinate Company expansion and repair activities with the County's public works projects.

SECTION 14. Default and Cure. Both the Company and the County recognize there may be circumstances whereby compliance with the provisions of this Resolution is impossible or is delayed because of circumstances beyond the Company's control. In this instance, the Company shall use its best efforts to comply in a timely manner and to the extent possible. In the event of a substantial breach by Company of any material provision of this Resolution, the County, acting by and through its Board of County Commissioners, may terminate the franchise and rights granted to Company hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

- A. The County must deliver to the Company, by certified mail, a written notice. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of the Company that the County contends constitutes a substantial breach of any material provision hereof within thirty (30) days of the County's actual or constructive notice of the alleged breach, whichever is later; and (ii) designate which of the terms and conditions hereof the County contends the Company breached.
- B. The County shall permit the Company the opportunity to substantially correct and cure all of the breaches hereof set forth in the written notice described in subsection A above within thirty (30) days after the Company's receipt of such notice before termination may occur.
- C. If the Company objects and disagrees with the County's determination that a substantial breach of a material provision has occurred, the Company may submit the issue to the Board of County Commissioners of Blount County, Tennessee, for review within thirty (30) days of receipt of the written notice described in subsection A above. Termination of this Resolution shall be stayed during the course of any such review or subsequent litigation on the issue until the matter is either resolved by agreement between the parties or upon entry of a final order of a court authorizing termination by the County.

In the event this Resolution is properly terminated pursuant to the terms of this section prior to the expiration of the ten-year period or any renewal period thereafter, the Company shall not be entitled to claim lost profits against the County for the balance of time remaining under the ten-year period or any renewal period thereafter in a sale of assets to the County or any condemnation action. In the event of termination and/or expiration of this Resolution, the Company may continue to operate on the same terms and conditions pending either a negotiated sale of its assets, negotiation of a new franchise or condemnation, whichever first occurs, with a minimum period of six (6) months and a maximum period of twenty four (24) months, absent agreement of the parties.

SECTION 15. Entire Agreement. If any section or portion of any section of this Resolution shall hereafter be determined by any court of competent authority to be invalid, the Company and the County, at their election, may ratify or confirm the remaining portions of this Resolution and upon such ratification or confirmation the remaining portions of this Resolution shall remain in full force and effect.

SECTION 16. Company Acceptance. The Company shall, within sixty (60) days after adoption of this Resolution, file with the County Clerk or other appropriate officials of the County its unconditional acceptance signed by its President or Vice-President of the terms and conditions of this Resolution and after filing of this acceptance, this Resolution shall constitute a contract between the parties thereto and shall, subject to the rights and powers vested in the TRA or such other regulatory body of the State of Tennessee as may hereafter succeed to the rights and powers of the TRA or which may exercise statutory jurisdiction of gas companies furnishing gas service in the State of Tennessee, be the measure of the rights, powers, obligations, privileges and liabilities of the County and the Company.

SECTION 17. Notices. All notices required by this franchise shall be given in writing and forwarded to the addressee by certified mail of the United States. All notices to the County shall be addressed to:

County Mayor  
341 Court Street  
Maryville, TN 37804-5906

All notices to the Company shall be addressed to:

Manager  
Atmos Energy  
Maryville, Tennessee

The return receipt of the certified mail shall be conclusive evidence of the receipt of the mail by the addressee.

SECTION 18. Assignment.

- A. The Company shall not sell or assign its rights and privileges under this franchise without the prior written consent of the County, which consent shall not be unreasonably withheld. A merger, consolidation or reorganization involving Company shall not constitute an assignment for purposes hereof.
- B. Nothing in this Section shall be deemed to prohibit a mortgage or pledge of the franchise or of its properties for financing purposes.

SECTION 19. Abandonment of Facilities. Upon abandonment of any of the facilities or equipment of the Company located above or below the surface of the highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds located within the unincorporated areas of the County, the Company shall notify the County Mayor in writing of such abandonment within a reasonable time thereafter and if such abandonment facilities or equipment will then interfere with the use of the said public grounds by the County, the County Mayor within ninety (90) days of the notification by Company of the abandonment shall give written notice thereof to the Company, and the Company shall commence to remove the same within twenty (20) days following the date of the written notice and continue the work to completion with reasonable diligence and at its own cost and expense.

SECTION 20. Insurance. The Company hereby agrees, upon official request of the County, to furnish to the County evidence of insurance in such amounts as may be reasonably necessary to protect the County. The County shall be a named or additional insured party under such insurance coverage(s). However, such insurance coverage(s) shall, at a minimum, include Workers' Compensation insurance covering the Company's statutory obligation under the laws of the State of Tennessee and Employer's Liability insurance for all its employees engaged in work under the franchise. Minimum limits of liability for Employer's Liability shall be \$100,000.00 bodily injury per each occurrence; \$500,000.00 bodily injury by disease (policy limit); and \$100,000.00 bodily injury by disease (each employee).

SECTION 21. Successors and Assigns. All the privileges given and obligations created by this Resolution shall be binding upon the successors and assigns of the Company.

SECTION 22. Supersedes Prior Resolution. This Resolution, upon its taking effect, shall supersede any and all prior resolutions and/or agreements, together with any amendments thereof, by the County granting a gas franchise to the Company.

SECTION 23. Applicable Law. The Company and the County agree that in the event of litigation regarding or involving this Resolution; that such litigation shall take place in the Blount County Circuit Court and that Tennessee law shall apply.

SECTION 24. Effective Date. This Resolution shall take effect upon its adoption and acceptance, the public welfare requiring it.



Recommended by the Public Services Committee of the Blount County Legislative Body.

RESOLUTION REGARDING THE ADDING OF MUSTANG DRIVE TO THE OFFICIAL ROADS LIST FOR BLOUNT COUNTY, TENNESSEE.

Sponsored by Commissioner \_\_\_\_\_ and  
Commissioner \_\_\_\_\_

\*\*\*\*\*

RESOLUTION

WHEREAS, the Public Services Committee of the Blount County Legislative Body has received a petition from the residents along a private road lying off Bales Hollow Road in the fourth Civil District of Blount County, Tennessee, said road being adjacent to various properties shown on Tax Map 42 of record in the Office of the Assessor of Property for Blount County, Tennessee, and being presently known as "MUSTANG DRIVE," said petition requesting that the Blount County Highway Department maintain said "MUSTANG DRIVE", said road providing sole access to the several properties along the road, and being in need of maintenance; and,

WHEREAS, the Blount County Quarterly Court in regular session on October 20, 1975, did classify the public roads in Blount County and adopt a "List of Official Roads of Blount County", sometimes referred to as the "List"; that said "List" has been amended on occasion to include new roads approved by the various Planning Agencies having jurisdiction within the boundaries of Blount County; that said "List" is of record in the Office of the County Clerk of Blount County; that such roads included on the "List" are declared to be the public roads and subject to proper maintenance according to their classification; and that the said "MUSTANG DRIVE" is not on the List; and

WHEREAS, it is unlawful for the Blount County Highway Department to maintain any road not on the List; and

WHEREAS, it has been enacted by the General Assembly of the State of Tennessee and confirmed by a two-thirds majority of the members of the Blount County Legislative Body in regular session, that Blount County may add such roads meeting the conditions set forth in the said Act hereinafter referred to in this Resolution as the "Act", whereby it may be lawful then for the Blount County Highway Department to maintain roads accepted for addition to the List under the terms of the Act; and, Blount County has accepted roads by the exercise of a Policy pursuant to some terms of the Act and to other General Highway Laws of the State of Tennessee; and,

WHEREAS, "MUSTANG DRIVE" meets the conditions for consideration under the terms of the Policy;

NOW THEREFORE, be it resolved by the Blount County Legislative Body in regular session assembled on this 19th day of August, 2004, That "MUSTANG DRIVE" shall be added to the "List of Official Roads of Blount County."

SECTION 1.) It is intended that this Resolution embrace the terms and conditions of the Policy herein referred to above in the adding of "MUSTANG DRIVE" to the "List of Official Roads of Blount County."

SECTION 2.) That the improvements contemplated are those which have been reviewed and approved by the Highway Committee of the Blount County Legislative Body; the estimate of costs for which is determined to be \$ 27,221.00 for the "cold mixed asphalt" surface treatment; and that approximately 2600 feet of "MUSTANG DRIVE" from its intersection with Bales Hollow Road to its terminus including the loop and consisting of approximately 2600 feet of roadway with a paved width of 18 feet and a rights-of-way width of 30 feet shall be added to the "List of Official Roads of Blount County."

SECTION 3.) That appropriate budgetary consideration be given to the Blount County Highway Department for the expenditure of Blount County's share of the costs to upgrade the condition of "MUSTANG DRIVE", said county share is estimated to be approximately \$ 9074.00.

SECTION 4.) That the appropriate administrative procedures to accomplish the collection of funds representing the participation of the various property owners in the expenses of upgrading "MUSTANG DRIVE," said total amount to be paid by the property owners collectively shall be two-thirds of the total estimated costs of the improvements to MUSTANG DRIVE less the in-kind value of certain machinery rental in the amount of \$ 3,000.00 for use in the performing of the required improvements, said total amount due from the property owners being \$ 15,147.00, shall be implemented in cooperation with such other Blount County Government Departments as might be necessary.

SECTION 5.) That this Resolution shall become effective upon completion of all the terms of the Act and of this resolution.

Duly passed and approved this 19th day of August, 2004.

Approved: \_\_\_\_\_  
Commission Chairman

Approved: \_\_\_\_\_  
County Executive

Attested: \_\_\_\_\_  
County Clerk

Vetoed: \_\_\_\_\_  
County Executive

August 19, 2004

By Recommendation of the Public Services Committee

RESOLUTION REGARDING THE ADDITION OF PURKEY LANE TO THE OFFICIAL  
ROADS LIST FOR BLOUNT COUNTY, TENNESSEE.

\*\*\*\*\*

RESOLUTION

WHEREAS, certain roads in Blount County are maintained by the Blount County Highway Department and are listed on Blount County's "Official Roads List for Blount County"; and,

WHEREAS, the aforementioned "Official Roads List for Blount County" was adopted by the Blount County Quarterly Court in October, 1975; and,

WHEREAS, certain other roads were not included on the "Official Roads List for Blount County," and have not been maintained by the Blount County Highway Department for some period of time; and,

WHEREAS, it is apparent that there has been an omissions error in not including some of these roads on the "Official Roads List for Blount County" with other County-maintained roads; and,

WHEREAS, it is required by law that the names of all roads maintained by the Blount County Highway Department be on the "Official Roads List for Blount County;" and,

WHEREAS, it has been determined that **PURKEY LANE**, approximately 590 feet in length, was erroneously omitted from the "Official Roads List for Blount County;"

NOW, THEREFORE, BE IT RESOLVED by the County Legislative Body of Blount County, Tennessee, in regular session on this the 19th day of August, 2004, that **PURKEY LANE** off Russell Road in the Eleventh Civil District of Blount County, Tennessee, shall be added to the "Official Roads List for Blount County," extending from its intersection with Russell Road to a dead end with a listed length of 590 feet, an average surface width of 8 feet, and an average rights-of-way width of not less than 16 feet.

Duly passed and approved this 19th day of August, 2004.

Approved: \_\_\_\_\_  
Commission Chairman

Approved: \_\_\_\_\_  
County Executive

Attested: \_\_\_\_\_  
Blount County Clerk

Vetoed: \_\_\_\_\_  
County Executive\_

RESOLUTION No. \_\_\_\_\_

Sponsored by Commissioners \_\_\_\_\_ and \_\_\_\_\_.

**A RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, from S-Suburbanizing to C-Commercial for land described as Blount County Tax Map 48 parcel 71 at Gateway Road.**

**BE IT RESOLVED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this \_\_\_\_\_, 2004:

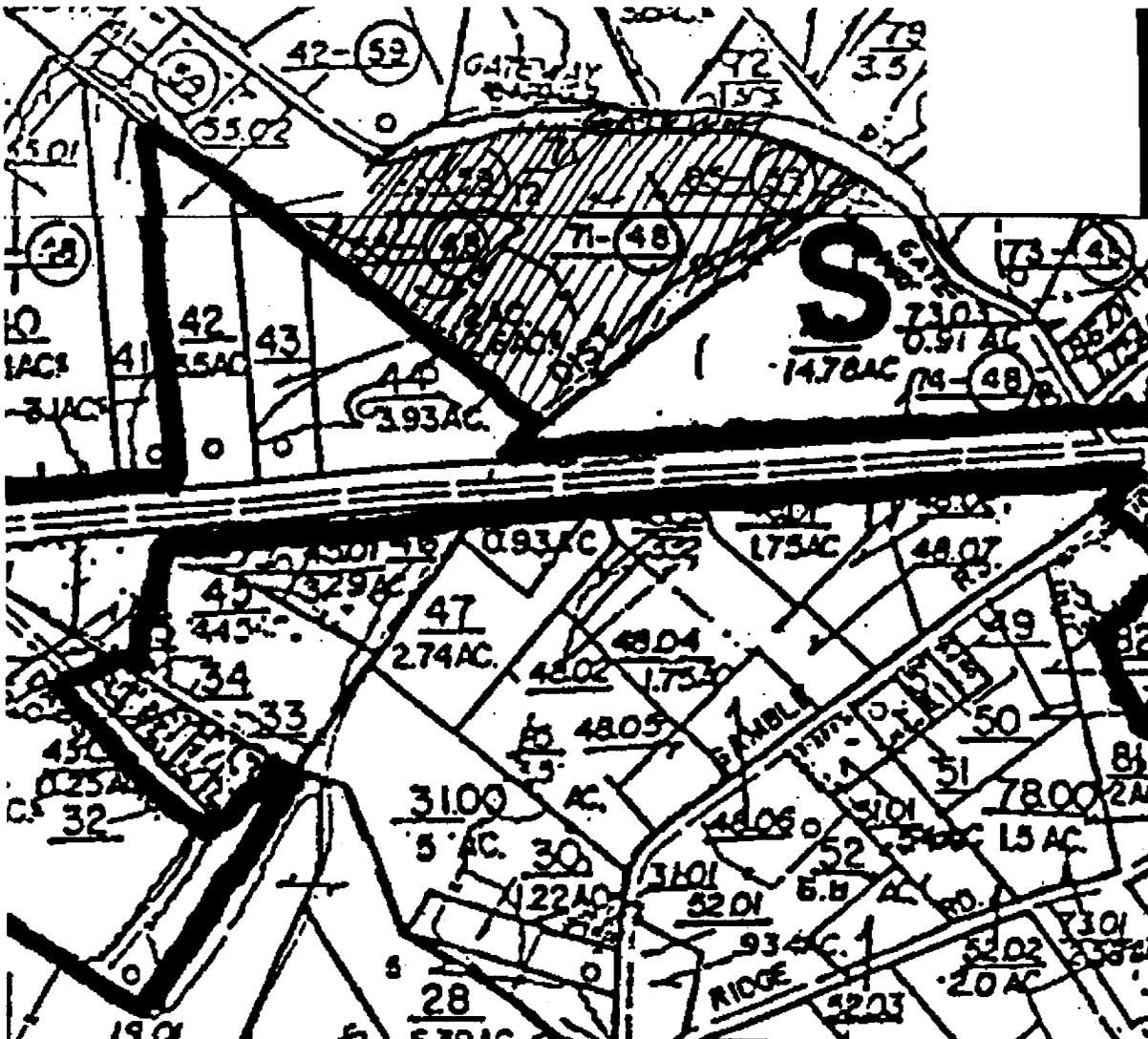
**WHEREAS**, the Legislature of the State of Tennessee has enabled Blount County to adopt and amend zoning regulations, including a zoning map, in Tennessee Code Annotated Sections 13-7-101, *et seq.*, and

**WHEREAS**, the Board of Commissioners of Blount County, Tennessee adopted zoning regulations, including the Zoning Map of Blount County, Tennessee in Resolution 00-06-010 **A RESOLUTION ADOPTING ZONING IN BLOUNT COUNTY PURSUANT TO SECTIONS 13-7-101, *et seq.*, OF THE TENNESSEE CODE ANNOTATED**, and

**WHEREAS**, it is desired to amend the Zoning Map of Blount County, Tennessee.

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE**, to adopt the following:

That the Zoning Map of Blount County, Tennessee, be amended by rezoning land from S-Suburbanizing to C-Commercial for land described as Blount County Tax Map 48 parcel 71 at Gateway Road, and as shown hatched on the following map, with condition that there will be no commercial access onto Gateway Road, that there will be maintained a vegetative buffer along Gateway Road, and that there will be maintained a vegetative buffer between any commercial use and adjacent residential use.



**BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FORCE AND BECOME EFFECTIVE UPON ITS ADOPTION, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

**ATTEST**

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

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

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

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

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

RESOLUTION No. \_\_\_\_\_

Sponsored by Commissioners \_\_\_\_\_ and \_\_\_\_\_.

**A RESOLUTION TO AMEND THE ZONING MAP OF BLOUNT COUNTY, TENNESSEE, from R-2 Rural District 2 to R-1 Rural District 1 for land described as Tax Map 83 parcel 68.01 at 467 Lovers Lane.**

**BE IT RESOLVED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this \_\_\_\_\_, 2004:

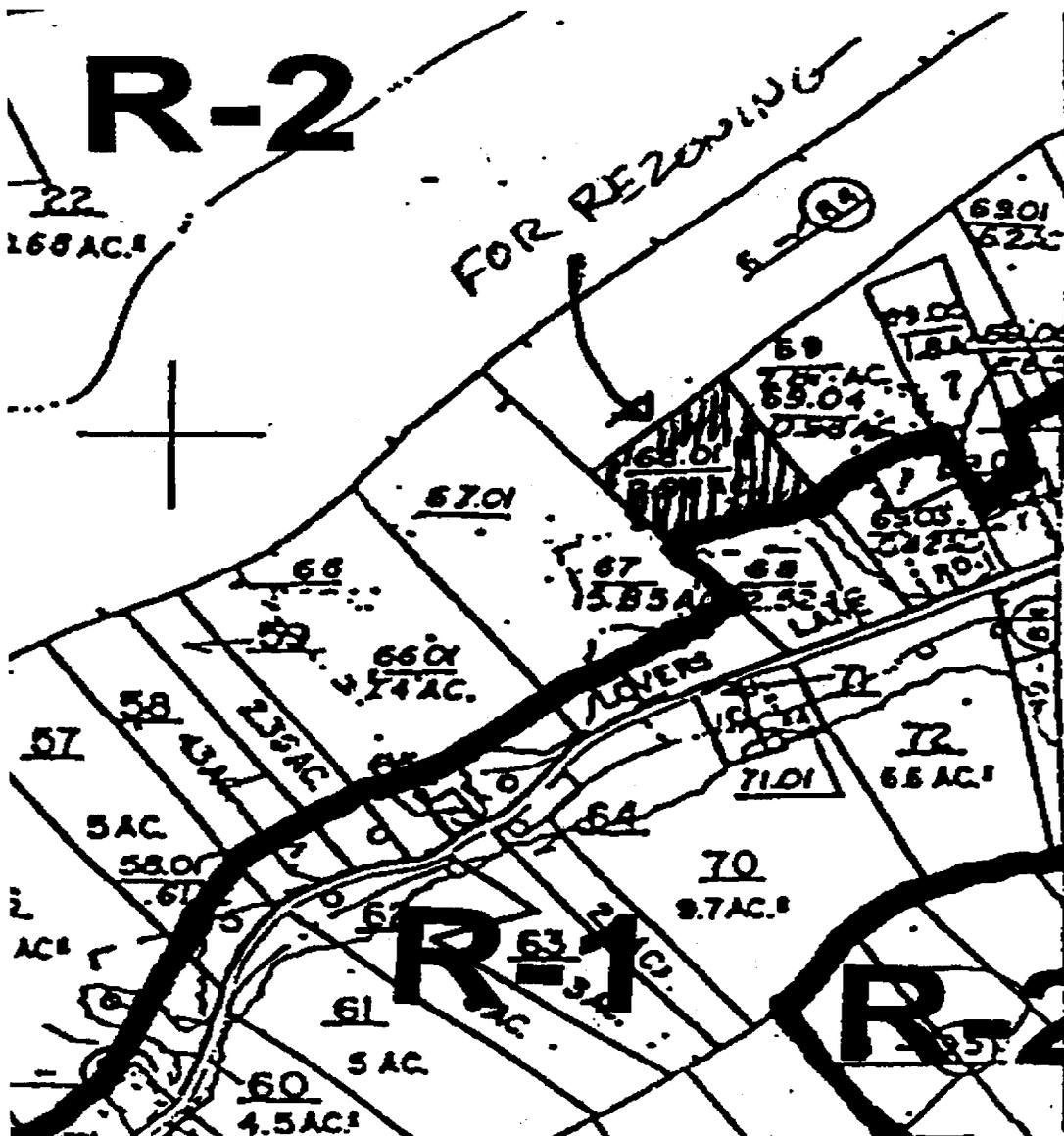
**WHEREAS**, the Legislature of the State of Tennessee has enabled Blount County to adopt and amend zoning regulations, including a zoning map, in Tennessee Code Annotated Sections 13-7-101, *et seq.*, and

**WHEREAS**, the Board of Commissioners of Blount County, Tennessee adopted zoning regulations, including the Zoning Map of Blount County, Tennessee in Resolution 00-06-010 **A RESOLUTION ADOPTING ZONING IN BLOUNT COUNTY PURSUANT TO SECTIONS 13-7-101, *et seq.*, OF THE TENNESSEE CODE ANNOTATED**, and

**WHEREAS**, it is desired to amend the Zoning Map of Blount County, Tennessee.

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE**, to adopt the following:

That the Zoning Map of Blount County, Tennessee, be amended by rezoning land from R-2 Rural District 2 to R-1 Rural District 1 for land described as Tax Map 83 parcel 68.01 at 467 Lovers Lane, and as shown hatched on following map.



**BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FORCE AND BECOME EFFECTIVE UPON ITS ADOPTION, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

**ATTEST**

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

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

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

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

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date



**SERVICE AGREEMENT FOR ADMINISTRATION OF  
A CLAIMS PROGRAM**

This Agreement is entered into effective the 22nd day of August, 2000, by and between Sedgwick Claims Management Services, Inc. ("Sedgwick CMS") and Blount County, Tennessee, a political subdivision of the State of Tennessee, acting by and through Blount County Risk and Insurance Management Committee ("Client").

**RECITALS**

1. Client self-insures a portion of its claims administration program for liability and workers compensation risks and desires to have Sedgwick CMS provide specific services in connection with such self-insured program (the "Program").
2. Sedgwick CMS is willing to provide such services on the terms and conditions hereinafter stated.

**AGREEMENT**

1. **Services to Be Performed by Sedgwick CMS:** Sedgwick CMS agrees to perform the following services:
  - A. With regard to CLAIMS ADMINISTRATION, Sedgwick CMS shall:
    - (1) During the term of this Agreement, review all claim and loss reports received from Client that are required to be reviewed under the Program (a "Qualified Claim"), and process each such claim or loss report in accordance with applicable statutory and administrative regulations;
    - (2) Conduct an investigation of each Qualified Claim under subparagraph (1) above to the extent deemed necessary by Sedgwick CMS in the performance of its obligations hereunder;
    - (3) With approval of Client, arrange for independent investigators, appraisers, or medical or other experts to the extent deemed necessary by Sedgwick CMS in connection with processing any Qualified Claim;
    - (4) Pay benefits, expenses, and adjust or settle each Qualified Claim, but only if in the sole judgment of Sedgwick CMS, such payment would be prudent for Client and the anticipated amount thereof does not exceed the limit specified in accordance with paragraphs 2E and 2F below, or as Client specifically approves or directs such action in a writing which is agreed to by Sedgwick CMS;
    - (5) Maintain a file for each Qualified Claim which shall become the property

of Client and which shall be available for review by Client or Insurer, respectively, during normal business hours upon three (3) days prior written notice;

- (6) Notify excess or umbrella insurers of each Qualified Claim with values that may exceed Client's retention, providing such insurers with necessary information on the current status of those claims, unless relieved of this obligation by Client pursuant to paragraph 2A;
- (7) Assist Client's counsel, if requested, in preparing the defense of litigated cases arising out of Qualified Claims, negotiating settlements and pursuing subrogation or contribution actions;
- (8) Maintain a current estimate of the expected total cost of each Qualified Claim which is based on facts known at the estimation date, but is not trended or actuarially developed;
- (9) Use Sedgwick CMS's data management system ("JURIS") to furnish to Client selected loss and information reports either monthly, quarterly or annually which are entitled:
  - a) Claim and Expense Report (monthly)
  - b) Transaction Register (monthly)
  - c) Loss Analysis Report (quarterly)
  - d) State Reports (as needed)

These reports shall contain information such as each Qualified Claim date, condensed claim description, payments made, estimated future costs and total expected costs of all Qualified Claims, as well as summary and other data deemed relevant by Sedgwick CMS, but not IBNR (incurred but not reported) claims or actuarially developed loss values;

- (10) Annually report federal, state and local 1099 information under Sedgwick CMS's tax identification number(s) for vendor payments issued by Sedgwick CMS on bank accounts established and owned by Sedgwick CMS on behalf of Client, but not for payment authorizations when Sedgwick CMS does not issue the checks;
- (11) Arrange for storage of Client's self-insured Qualified Claim files that have been closed for over three years. Sedgwick CMS's liability for such files shall be subject to the same limitations as contained in its written agreements with storage service providers, if any.

B. Sedgwick CMS may subcontract various services to be provided under this Agreement. It is understood, however, that Sedgwick CMS will be responsible for the performance of all services to be provided to Client hereunder in accordance

with this Agreement, including any subcontracted services.

- C. Sedgwick CMS shall provide risk control services as set forth in the attached Sedgwick CMS Risk Control Service Schedule.

**2. Obligations of Client:**

- A. Client shall provide Sedgwick CMS in a timely manner with excess insurance or umbrella insurance information for the policy years necessary for proper notification of applicable Qualified Claims to such insurers by Sedgwick CMS. Should Client fail to provide such information, Sedgwick CMS shall be relieved of any obligation to provide any notification to any excess or umbrella insurer.
- B. Client shall pay to Sedgwick CMS a service fee which, in the initial term of this Agreement, shall be computed and payable as shown in Exhibit B, attached hereto and made a part of this Agreement, plus applicable taxes, if any.
- C. Should Client close, discontinue, otherwise dispose of, or remove from this Program any of its facilities included in this Agreement, Sedgwick CMS and Client shall attempt to agree on service fees for continuing the processing and management of existing and new Qualified Claims received from such facilities. If agreement cannot be reached, all Qualified Claims from such facilities will be returned immediately to Client and Sedgwick CMS shall have no further responsibility for them.
- D. Client shall at all times provide funds adequate for the payment of Qualified Claims, including allocated loss adjustment expenses. For purposes of this Agreement, allocated loss adjustment expenses shall mean all costs, charges or expenses incurred by Sedgwick CMS, its agents or its employees which are properly chargeable to a Qualified Claim including, without limitation, court costs, fees and expenses of attorneys, independent adjusters, investigators, appraisers, medical cost containment service providers (including those provided by Sedgwick Managed Care, if applicable), experts and witnesses, and fees for obtaining diagrams, reports, documents, index bureau filings and re-filings, and photographs, but only if such expenses are less than \$1,500.00 per claim or case file or unless such expenses in excess of \$1,500.00 have been discussed with, and approved by, Client in advance or as may be otherwise specified in Exhibit I, Client Service Standards, attached hereto.
- E. Sedgwick CMS shall have full discretion to make a payment of an allocated loss adjustment expense in an amount up to \$25,000.00 on any Qualified Claim and shall not need the approval of Client to make such payments except as set forth in paragraphs 1A(4) above and 2G below. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick CMS. It is agreed that Sedgwick CMS shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims

within the limit established by this paragraph.

- F. Sedgwick CMS shall have full discretion to redeem, compromise or settle any Qualified Claim for an amount not to exceed two and one half times the claimant's permanent partial impairment rating for workers compensation claims and not to exceed \$10,000.00 on general liability claims and shall not need the approval of Client to consummate such redemption, compromise or settlement. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick CMS. Failure of Sedgwick CMS to settle a Qualified Claim within such limit, however, shall not subject Sedgwick CMS to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such Qualified Claim for an amount in excess of such limit.
- G. Client shall deposit funds for payment of Qualified Claims, including allocated loss adjustment expenses, in a bank account or accounts (the "Claim Account") established by and belonging to Sedgwick CMS. Sedgwick CMS shall have full responsibility for the care, custody and control of the Claim Account, but Client shall be responsible for providing sufficient funds to enable Sedgwick CMS to write checks on the Claim Account for use in the payment of Client's Qualified Claims. Such funds shall be provided at the inception of the Program and replenished promptly from time to time thereafter. It is expressly understood that Sedgwick CMS shall not be required to advance its own funds to pay losses or allocated loss adjustment expenses for any Qualified Claim hereunder. It is further understood that if Client fails to promptly provide funds sufficient to allow required payments to be made timely, Sedgwick CMS will have no obligation to perform any further services and may terminate this Agreement upon three (3) days prior written notice to Client.
- H. Should Client fail to make timely payments of any service fees due Sedgwick CMS or should Client in any other way breach this Agreement, Sedgwick CMS shall then have the right to refuse to perform any further services. However, Sedgwick CMS shall provide no less than ten (10) days written notice of Client's suspected or actual failure or breach as described above.

**3. Discontinuance of Operations:**

Should Client discontinue its business for any reason, all fees due Sedgwick CMS shall be paid immediately. Sedgwick CMS shall have no further obligation to continue to provide the services called for in this Agreement, and, at Sedgwick CMS' option, this Agreement shall be considered terminated as of the date Client ceases operations or is subject to a bankruptcy or receivership filing, either voluntarily or involuntarily.

**4. Geographic Limitations:**

This Agreement shall cover all operations of Client in the state of Tennessee.

**5. Term of Agreement and Termination:**

- A. The initial term of this Agreement shall be for a period commencing on August 22, 2000 and ending on August 22, 2002.
- B. This Agreement may be terminated by either party at any time, provided that at least sixty (60) days prior written notice of the effective date of termination is given to the other party.
- C. If requested by Client, Sedgwick CMS will continue to process Client's Qualified Claims remaining open at the end of this Agreement, if any, provided that Client shall continue to make adequate funds available for the payment of such Qualified Claims, including any allocated loss adjustment expenses. This provision shall not apply unless the additional fee for this service shall have been negotiated and agreed to in writing prior to the effective date of termination.
- D. If Sedgwick CMS is required by Insurer to adjust Client's insured Qualified Claims after termination of this Agreement, Client shall continue to fund claims payments and allocated loss adjustment expenses as otherwise provided herein, and Client shall pay Sedgwick CMS annually an additional fee per open claim of 50% of the per-claim fee charged by Sedgwick CMS for new claims at the time of termination, plus \$350 per month for each data tape required by Insurer, unless otherwise agreed by Client and Sedgwick CMS in a writing signed by authorized officers of each party.
- E. Upon termination of this Agreement, Sedgwick CMS shall deliver, at Client's sole cost, the hard copy files Sedgwick CMS has maintained for Qualified Claims (but not including any computer hardware, firmware, software or other proprietary information of Sedgwick CMS), except those Sedgwick CMS has agreed in writing to continue to process or files that are owned by Insurer; provided, however, that Sedgwick CMS or its agents, employees or attorneys shall continue to be entitled to inspect all such files and make copies or extracts therefrom. If Client does not agree to accept such files, they will be retained or destroyed at Sedgwick CMS's option and Client shall have no recourse against Sedgwick CMS for failure to retain them. Sedgwick CMS shall also provide basic data, claim loss data generally expected by, and acceptable to, insurance underwriters, in a Microsoft Excel Spreadsheet format. Upon request and for the prevailing fees at the time of termination, Sedgwick CMS will also provide, pursuant to a written agreement with Client, its standard tape(s) containing the computer data for the Qualified Claim files stored on Sedgwick CMS's computer system(s).

**6. Practice Of Law:**

It is understood and agreed that Sedgwick CMS will not perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law.

**7. Indemnification:**

- A. Sedgwick CMS shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. However, if Sedgwick CMS is named as a party to any litigation or proceeding, or is the subject of any claim or demand because of its actions on behalf of Client, then to the extent allowed by law, Client agrees to indemnify, defend, and hold Sedgwick CMS harmless from any and all losses, damages, costs, judgments and expenses (including attorneys fees and costs) with respect to any such litigation, proceeding, claim or demand, unless and until a finding is entered to the effect that Sedgwick CMS failed to exercise such reasonable care in the performance of its obligations hereunder. Sedgwick CMS agrees to indemnify, hold harmless and defend Client, its directors, officers, members, employees and agents from and against any and all liabilities, loss or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the negligence or willful misconduct of Sedgwick CMS in connection with its performance under this Agreement, provided that such acts or omissions do not arise out of or relate to oral or written instructions, procedures or forms supplied by Client or any of its members, or to Client's internal management or adjustment of its claims. Each party agrees to keep the other fully informed of any matter for which it is defending, holding harmless or indemnifying the other party. Each party reserves the right to appoint its own counsel, at its own expense, regarding any matter defended hereunder and to approve any settlements of same.
- B. Notwithstanding anything to the contrary contained in paragraph 7A, it is understood and agreed that if Client retains administration of a claim (including a Qualified Claim), Client will, to the extent allowed by law, indemnify, defend, and hold Sedgwick CMS harmless from the losses, damages, costs, judgments and expenses (including attorneys fees and costs) as a result of any litigation or proceeding, fines, penalties, revocation of license, or any other state regulatory investigation or action arising against Sedgwick CMS from Client's acts or omissions in administering such claim.
- C. If Client's access to JURIS and the data contained therein includes the ability to add and modify certain claims data, Sedgwick CMS shall not be required to verify, or otherwise be responsible for, the accuracy of data added or modified by Client. Client shall, to the extent allowed by law, indemnify, defend and hold Sedgwick CMS harmless for any loss, cost (including attorneys fees), claim or judgment which is attributable to Client's input or modification of JURIS data.
- D. The terms and conditions of Section 7 shall survive any termination of the Agreement.

**8. Network Security:**

- A. If Client's access to JURIS requires a network connection (the "Network Connection") between Client's wide area network and Sedgwick CMS's wide area network, Sedgwick CMS and Client shall take reasonable and customary precautions to prevent unauthorized access to or use of the Network Connection through their respective networks. The parties agree, however, that each party is responsible for the security of its own network. Neither party shall be liable to the other for unauthorized access to the Network Connection, so long as the accused party shall have taken reasonable and customary precautions to prevent such unauthorized access.
- B. Each party agrees to protect information received hereunder with the same degree of care that such party exercises with its own information (but in no event less than reasonable care) and to limit access and disclosure of the information only to their employees, agents and contractors who have a "need to know". Notwithstanding the foregoing, Client agrees to permit Sedgwick CMS to forward to a data collection facility data for Qualified Claims handled pursuant to this Agreement. Further, Sedgwick CMS shall be entitled, without violation of this Section 8 and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.

**9. Notices:**

Any notice required to be given under this Agreement shall be sent by certified or registered mail, postage prepaid, to General Counsel, Sedgwick Claims Management Services, Inc., 1100 Ridgeway Loop Road, Memphis, TN 38120, in the case of Sedgwick CMS, and to Cynthia Marrow, Risk Management Dept, 387 Court Street, Maryville, TN 37804 in the case of Client.

**10. Successors:**

This Agreement shall be binding upon and shall inure to the benefit of all transferees, assigns and successors in interest of any kind of the parties hereto, but no transfer or assignment may be made without the prior written permission of the other party.

**11. Entire Agreement and Modification or Amendment:**

This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

**12. Applicable Law:**

The terms and conditions of this Agreement shall be governed by the laws of the State of Tennessee without regard to conflicts of law principles.

**13. State Specific Requirements:**

- A. With respect to Idaho claims, if any other provision of this agreement provides for period of storage of Idaho claims by Sedgwick CMS for less than six years from claim closure, then it is agreed that the claim files for Idaho claims will be retained by Client for an additional period such that the files are retained for a total of at least six years following claim closure.
- B. With respect to Kentucky claims, in order to comply with the requirements set forth in administrative regulation 803 KAR 25:021 Sec 3 (4), Sedgwick CMS agrees to adjust any and all claims for a period of sixty (60) days following an order from the commissioner finding the self-insured employer in default unless a substitute service organization has been procured.
- C. With respect to Michigan workers compensation claims, it is agreed pursuant to the State of Michigan Workers Compensation Act of 1969 and Administrative Rules (R 408.43m (7)) that Sedgwick CMS will administer all claims with dates of injury or disease within the contract term until their conclusion unless the service company is relieved of that responsibility in writing by the bureau. In the event that Sedgwick CMS is required to administer claims pursuant to this section 13C, Client shall pay Sedgwick CMS' standard fees for any such additional service.
- D. With respect to Florida workers compensation claims, Client acknowledges that Florida Statute 440.134 requires that all employees with a work related injury and/or illness which is handled under the state's workers compensation laws seek medical care through a managed care arrangement and that such arrangement will include telephonic case management, utilization review, peer review, provider networks, return to work coordination, grievance procedures, quality management activities. Client acknowledges that this statute further requires that the employer, the third party administrator, and the managed care provider enter into an additional three party agreement formalizing the managed care arrangement, which document will be filed with a state agency. In the event that Client does not arrange for managed care services to be provided by Sedgwick Managed Care, Client represents to Sedgwick CMS that it has entered into the required statutory managed care arrangement with a managed care provider, and that it has executed all documents required by Florida to formalize the managed care agreement.

**14. Force Majeure:**

Neither party shall be liable to the other party or be deemed to have breached this Agreement for any failure or delay in the performance of all or any portion of its obligations under this Agreement if such failure or delay is due to any contingency beyond its reasonable control (a "force majeure"). Without limiting the generality of the foregoing, such contingency includes, but is not limited to, acts of God, fires, floods, storms, earthquakes, riots, boycotts, strikes, lock-outs, wars and war operations, restraints of government, power or communication line failure or other circumstance beyond such party's reasonable control, or by reason of a judgment, ruling or order of any court or agency of competent jurisdiction or change of law or regulation subsequent to the execution of this Agreement. Both parties are obligated to provide reasonable back-up capability to avoid the potential interruptions described above. If a force majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party. Client acknowledges that the foregoing provision does not apply to Client's obligation to make timely payment of any fees due Sedgwick CMS, and that Sedgwick CMS shall be entitled to all remedies set forth in this Agreement and those allowed by law for Client's failure to timely pay such fees.

**15. Headings:**

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

**16. Relationship of Parties; Expenses:**

Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the parties hereto; the only relationship among the parties shall be that of independent parties to a contract. Except as expressly provided herein, no party hereto shall have authority or shall hold itself out as having authority to act for or bind any other party hereto. Except as expressly set forth herein, each party shall bear all expenses it may occur in connection with the execution, delivery and performance of this Agreement.

**17. Waiver of Breach:**

Failure of either party hereto to require the performance by the other party hereto of any obligation under this Agreement shall not affect its right subsequently to require performance of that or any other obligation. Any waiver by any party hereto of any breach of any provision of this Agreement shall not be construed as a continuing waiver of any such provision or a waiver of any succeeding breach or modification of any other right under this Agreement.

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

Blount County, Tennessee

Sedgwick Claims Management Services, Inc.

By: Blount County Risk and Insurance  
Management Committee

By Kevin W. Shepherd  
Co-Chairman

By KJ Brunk

Attest Cynthia Marrow  
Secretary

Title Asst. Vice President

This Agreement is Approved as to Form.

Norman H. Newton  
Norman H. Newton,  
Attorney for Blount County, Tennessee

## **EXHIBIT A**

### **SERVICE PROGRAM OVERVIEW**

#### **I. Introduction**

Sedgwick CMS is administering the self-insured workers compensation and liability claims for Client as follows:

<b>State</b>	<b>CMS Office</b>	<b>Effective</b>
Tennessee	Knoxville, TN	August 22, 2000

#### **II. Account Coordination**

On behalf of Client, this service program will be coordinated by:

Cynthia Marrow, Risk Manager  
Blount County Government  
387 Court Street, Maryville, TN 37804  
Telephone # 865-273-5772  
Fax # 865-273-5778

On behalf of Sedgwick CMS, this service program will be coordinated by:

Melinda Jennings  
4709 Papermill Road, Suite 101  
Knoxville, TN 37909  
Telephone # 865-330-7600, ext. 7662  
Fax # 865-588-1153

Each party reserves the right to change its designated representative during the term of the Agreement.

## EXHIBIT B

### SERVICE FEES

Client shall pay the following fees for services provided during the term of this Agreement:

#### 1. Service Fees.

- A. Sedgwick CMS will charge an annual program management fee of \$25,000.00 for Client's workers compensation program. This fee includes all supportive resources of Sedgwick CMS colleagues for Client, such as JURIS training and coordination, account set-up and management, coordination with other vendors, creating and maintaining client service instructions, consultation with regard to program outcomes and improvements, stewardship reporting and general account oversight from the Sedgwick office in Knoxville and the corporate office in Memphis and the risk control services described herein. Sedgwick CMS will also attend monthly Blount County Risk and Insurance Management Committee meetings as requested by the Risk Manager of Client. In addition, this fee covers the cost of JURIS on-line access for one user.

Sedgwick CMS will charge a flat fee of \$9,000.00 to handle workers compensation claims for Client. This includes takeover claims and new claims. The fee is for life of contract. The use of outside investigative firms will be charged as an allocated expense.

Sedgwick CMS will charge an annual program management fee of \$12,000.00 for Client's general liability program. This fee includes all supportive resources of Sedgwick CMS colleagues for Client, such as JURIS training and coordination, account set up and management, coordination with other vendors, creating and maintaining client service instructions, consultation with regard to program outcomes and improvements, stewardship reporting and general account oversight from the Sedgwick office in Knoxville and the corporate office in Memphis and the risk control services described herein. Sedgwick CMS will attend monthly Blount County Risk and Insurance Management Committee meetings as requested by the Risk Manager of Client.

Sedgwick CMS will charge a flat fee of \$3,000.00 to handle general liability claims for Client. This includes takeover claims and new claims. The fee is for life of contract. The use of outside investigative firms will be charged as an allocated expense.

#### 2. Information Technology Charges

Data Conversion Charges -	\$2,500.00
---------------------------	------------

### 3 Risk Control Service Fees

A total of 135 hours of Risk Management Services are included in the program management fees. Any risk management services exceeding 135 hours will be charged at the following rates.

Service Type	Hourly Fee
<b>Casualty Service</b>	
Life Safety Code Review & Analysis	\$110
Loss Analysis	\$110
Plant/Site Condition & Operation Evaluation	\$110
Products Liability Evaluation w/ QC Analysis	\$110
<b>Workers Compensation Service</b>	
WC Corporate Safety Program Evaluation & Development	\$110
Content & Implementation	
Plant Conditions & Operations	
Analysis of Loss Experience	
Assess Program Deficiencies	
Recommend Improvements	
WC General Plant Loss Control Survey	\$110
Analysis of Exposures, Hazards & Controls	
Recommendation Development	
<b>Employee Safety Training</b>	
Supervisory Safety Responsibilities	\$120
Accident Investigation	\$120
Utilization of Safety Committees	\$120
Hazards of Flammable & Combustible Liquids	\$120
Chemical Hazard Communication Programs	\$120
Proper Lifting Techniques	\$120
<b>Industrial Hygiene</b>	
Personal Air Sampling	\$145
Area Monitoring	\$145
Noise Exposure	\$145
Laboratory Charges, Cost Plus 10% Administrative Charge	
<b>Ergonomics</b>	
Onsite Survey, Evaluation, & Recommendation	\$145
<b>Insurance Related</b>	
Underwriting Surveys	\$85

- \* Preparation, travel, on-site, research and report write up will be billed at these rates. Travel expenses will be billed at cost.
- \* In addition to an hourly approach to pricing, we do maintain a high degree of flexibility to address longer-term engagements and special projects with details provided upon request.

Client acknowledges that all fees are due and payable within thirty (30) days of the invoice. Any and all past due fees will incur interest at the rate of 1.5% per month, unless otherwise prohibited by law. Client acknowledges that in the event Sedgwick CMS undertakes collection proceedings for any outstanding fees, then Client will reimburse Sedgwick CMS for all costs associated with such collection action, including a reasonable attorney fee and court cost.

**ADDENDUM TO EXTEND SERVICE AGREEMENT FOR AN ADDITIONAL PERIOD**

This Addendum shall be attached to and made a part of the Service Agreement that was effective August 22, 2000 between Blount County, Tennessee, a political subdivision of the State of Tennessee, acting by and through Blount County Risk and Insurance Management Committee ("Client") and Sedgwick Claims Management Services, Inc. ("Sedgwick CMS")(the "Agreement").

It is agreed and understood that the Agreement to which this Addendum is attached and made a part shall be extended for an additional period commencing August 22, 2004 and ending August 21, 2005.

Client shall pay Sedgwick CMS an annual minimum fee in the amount of \$40,000 for services provided during this additional period. Included in the \$40,000 minimum fee is an annual Program Management Fee in the amount of \$10,000. Based upon the anticipated number of claims to be administered during this period, Sedgwick CMS shall invoice Client quarterly, in advance, in equal installments of \$10,000 for the estimated amount of the annual per claim and Program Management fee. Shortly after August 21, 2005, or upon any termination of the Agreement, Sedgwick CMS shall calculate the actual annual amount of the per claim fee incurred based upon the following charges: \$893 per Indemnity Claim, \$158 per Medical Only Claim, \$525 per bodily injury claim, \$236 per property damage claim and \$53 for any Incident Only in excess of the first 250 received by Sedgwick CMS. In the event that the actual, annual per claim fee and annual Program Management Fee exceed \$40,000, Client shall pay Sedgwick CMS the difference.

In addition to the fees listed above, Client shall pay Sedgwick CMS fees for access to JURIS. The fee for this service will be \$1,260 per user per year. Client has requested JURIS access for two users. Sedgwick CMS will invoice Client for the total annual \$2,520 JURIS access fee quarterly, in advance, in equal installments of \$630 each.

Beginning August 22, 2002, risk control hours are no longer included in the minimum annual service fee or program management fee. All fees for risk control services will be charged outside of the quarterly billing set forth above at the rates set forth in the Agreement.

All terms and conditions of the Agreement shall otherwise remain the same, except those terms and conditions which have been added, deleted, or modified by the parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the dates shown below.

Blount County, Tennessee  
By: Blount County Risk and Insurance  
Management Committee

Sedgwick Claims Management Services, Inc.

By \_\_\_\_\_  
Chairman

By Ky Brand

Attest \_\_\_\_\_  
Secretary

Title Viv Pursell

Date \_\_\_\_\_

Date 7/29/04

This Agreement is Approved as to Form.

\_\_\_\_\_  
Norman H. Newton, Attorney for Blount County, Tennessee

INTERGOVERNMENTAL COMMITTEE  
MINUTES  
August 10, 2004

The Intergovernmental Committee of the Blount County Board of County Commissioners met on Tuesday, August 10, 2004, at 6:30 p.m. at the Blount County Courthouse. Roll call was taken:

Bob Arwood – present	Gary Farmer – present	Kenneth Melton – present
Keith Brock – present	Steve Gray – present	Dan Neubert – present
Bob Evans – absent	Steve Hargis – present	Mike Walker – present
Joe Everett – present	Jeff McCall – present	

There were 10 present and 1 absent. Bob Kidd substituted for Bob Evans. Vice Chairman Melton declared a quorum to exist.

**IN RE: MINUTES OF JULY 6, 2004 MEETING.**

Mike Walker made a motion to approve the minutes of the July 6, 2004 meeting. Joe Everett seconded the motion. A voice vote was taken with Vice Chairman Melton declaring the motion to have passed.

**IN RE: NOMINATION OF ROB WALKER TO THE BOARD OF ZONING APPEALS.**

Keith Brock made a motion to suspend the rules to allow consideration of an item not on the agenda. Gary Farmer seconded the motion. A voice vote was taken with Chairman Evans declaring the motion to have passed.

Joe Everett made a motion to recommend Rob Walker for reappointment to the Board of Zoning Appeals. Keith Brock seconded the motion. A voice vote was taken with Vice Chairman Melton declaring the motion to have passed.

**IN RE: NOMINATION OF ROBBY KIRKLAND TO THE COURTHOUSE SPACE ALLOCATION COMMITTEE.**

Keith Brock made a motion to suspend the rules to allow consideration of an item not on the agenda. Mike Walker seconded the motion. A voice vote was taken with Vice Chairman Melton declaring the motion to have passed.

Steve Gray submitted his resignation on the Courthouse Space Allocation Committee. Bob Arwood made a motion to nominate Robby Kirkland to the Courthouse Space Allocation Committee. Keith Brock seconded the motion. A voice vote was taken with Vice Chairman Melton declaring the motion to have passed.

**IN RE: MEMBERSHIP OF PLANNING COMMISSION.**

Steve Gray made a motion to suspend the rules to allow consideration of an item not on the agenda. Mike Walker seconded the motion. A voice vote was taken with Vice Chairman Melton declaring the motion to have passed.

Steve Gray made a motion to decrease the membership of the Planning Commission from 12 to 11. Bob Arwood seconded the motion.

A roll call vote was taken:

Arwood – aye	Everett – nay	Hargis – aye	Neubert – pass
Brock – nay	Farmer - nay	McCall – nay	Walker - nay
Kidd – nay	Gray - aye	Melton - nay	

There were 3 voting aye, 7 voting nay, and 1 passing. Vice Chairman Melton declared the motion to have failed.

**IN RE: APPROPRIATIONS FOR NON-PROFIT CHARITABLE ORGANIZATIONS FOR FISCAL YEAR 2005-06.**

Keith Brock made a motion to send the item to the Budget Committee for consideration in next year's budget. Bob Kidd seconded the motion. A voice vote was taken with Vice Chairman Melton declaring the motion to have passed.

**IN RE: ADEQUATE FACILITIES TAX.**

Bob Arwood made a motion to send the item to the Budget Committee for consideration. Keith Brock seconded the motion. A voice vote was taken with Vice Chairman Melton declaring the motion to have passed.

**IN RE: PRESENTATION BY WORLD COMPETITION CONSULTANTS.**

Roger Lewandowski gave a presentation on zero-based process mapping. No action was taken.

**IN RE: STATEMENT OF SUPPORT FOR THE GUARD AND RESERVE and  
RESOLUTION TO REQUEST THE YEAR 2005 BE NAMED "THE YEAR OF THE  
VETERAN" IN BLOUNT COUNTY, TENNESSEE.**

Keith Brock made a motion to approve the items. Dan Neubert seconded the motion. A voice vote was taken with Vice Chairman Melton declaring the motion to have passed.

**IN RE: COUNTY COMMISSION COMPENSATION.**

The Budget Committee has recommended that the compensation increase for County Commissioners be 2% rather than 7%. Bob Arwood made a motion to concur with the Budget Committee. Jeff McCall seconded the motion. A voice vote was taken with Vice Chairman Melton declaring the motion to have passed.

**IN RE: ADJOURNMENT.**

Joe Everett made a motion to adjourn the meeting. Mike Walker seconded the motion. A voice vote was taken with Vice Chairman Melton declaring the meeting to be adjourned.

PUBLIC SERVICES COMMITTEE  
MINUTES  
August 10, 2004

The Public Services Committee of the Blount County Board of County Commissioners met on Tuesday, August 10, 2004, at 6:00 p.m. at the Blount County Courthouse. Roll call was taken by Roy Crawford, Jr., County Clerk:

Dennis Cardin – present	Geneva Harrison - present	Robby Kirkland - present	Shirley Townsend - present
Donna Dowdy – present	John Keeble – present	Bob Ramsey – present	
David Graham - present	Bob Kidd – present	Otto Slater – present	

There were 10 present. Chairman Kidd declared a quorum to exist.

**IN RE: MINUTES OF JULY 6, 2004 MEETING.**

Robby Kirkland made a motion to approve the minutes. John Keeble seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

**IN RE: BEER BOARD.**

The Beer Board approved the minutes of the July 6, 2004 meeting.

**IN RE: CHANGE OF NAME FOR RICHARDSON LANE.**

John Keeble made a motion to recommend to the County Commission that the name of Richardson Lane be changed to Dalton Lane. Shirley Townsend seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

**IN RE: MORATORIUM ON SPECIAL EXEPMTIONS.**

David Graham made a motion to refer to the Planning Commission for consideration and request guidance from the County Attorney proposals to delete the 60 day time limit for BZA decisions on special exceptions and either 1) place a moratorium on commercial special exemption to zoning regulations along Highway 321 and 411 South until the Hunter Interests growth strategy is complete, or 2) delete commercial special exception provisions from the zoning regulations for Highway 411 South and Highway 321 until the Hunter Interests growth strategy plan is completed. John Keeble seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

**IN RE: RESOLUTION GRANTING ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO PROVIDE NATURAL GAS SERVICE WITHIN THE UNINCORPORATED AREAS OF BLOUNT COUNTY, TENNESSEE, AND THE RIGHT TO CONSTRUCT, MAINTAIN, AND OPERATE A SYSTEM OF GAS MAINS AND SERVICE PIPES FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING GAS IN, UPON, ACROSS, ALONG AND UNDER THE HIGHWAYS, STREETS, AVENUES, ROADS, ALLEYS, LANES, WAYS, UTILITY EASEMENTS, PARKWAYS AND OTHER PUBLIC GROUNDS LOCATED WITHIN THE UNINCORPORATED AREAS OF BLOUNT COUNTY, TENNESSEE.**

Otto Slater made a motion to suspend the rules to allow consideration of an item not on the agenda and to recommend the resolution to the County Commission. Bob Ramsey seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

**IN RE: NON-PROFIT CHARITABLE ORGANIZATIONS.**

David Graham made a motion to suspend the rules to allow consideration of an item not on the agenda. Dennis Cardin seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

David Graham made a motion that the Budget Committee review non-profit charitable organizations and notify the organizations as to whether they meet or do not meet the guidelines for funding for the next fiscal year. Dennis Cardin seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

**IN RE: PRESENTATION BY WORLD COMPETITION CONSULTANTS.**

Roger Lewandowski gave a presentation on zero-based process mapping. No action was taken.

**IN RE: SALE OF PROPERTY ON WILLIAM BLOUNT DRIVE.**

David Graham made a motion to request comment from the School Board regarding the possible sale of school property on William Blount Drive. Dennis Cardin seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

**IN RE: RESTORATION OF CONSTABLES.**

Robby Kirkland reported that he would bring information to the Committee over the next several months regarding possible restoration of constables.

**IN RE: TAX INCENTATIVE PILOT PROGRAM FOR THE ALUMINUM COMPANY OF AMERICA.**

John Keeble made a motion to request Mike Infante from ALCOA and Brian Daniels from the Industrial Board appear before the Committee to report on the progress of the program. Dennis Cardin seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

**IN RE: CANCELLATION AGREEMENT FOR FAA LEASE NO. DTF A06-02-L-00665.**

David Graham made a motion to defer action on the item until next month's meeting. Shirley Townsend seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

**IN RE: CHANGING OF MEETING DATES FOR SEPTEMBER AND OCTOBER PUBLIC SERVICES COMMITTEE.**

It was decided that the meeting date for September will be September 9 and the October meeting date will be October 11.

**IN RE: TRAFFIC CALMING MEASURES IN HINKLE ESTATES II.**

Highway Superintendent Dunlap gave a report on possible traffic calming measures that could be instituted in Hinkle Estates II. No action was taken.

**IN RE: MUSTANG DRIVE.**

John Keeble made a motion to lift the moratorium on consideration of adding roads to the Official Roads List and that Mustang Drive be recommended for consideration by the County Commission. Donna Dowdy seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

**IN RE: PETITION TO ADD PURKEY LANE OFF RUSSELL ROAD TO THE OFFICIAL ROADS LIST.**

John Keeble made a motion to send the petition to the County Commission. Shirley Townsend seconded the motion. A voice vote was taken with Chairman Kidd declaring the motion to have passed.

**IN RE: ADJOURNMENT.**

Chairman Kidd declared the meeting to be adjourned.

**BEER BOARD**  
**REGULAR MEETING**  
**AUGUST 10, 2004**

The Blount County Beer Board met in regular session on Tuesday, August 10, 2004, at 6:00 p.m. Present were Dennis Cardin; Donna Dowdy; David Graham; Geneva Harrison; John Keeble; Bob Kidd, chairman; Robby Kirkland; Bob Ramsey; Otto Slater; Shirley Townsend; and Roy Crawford, Jr., Beer Board Secretary. Chairman Kidd declared a quorum to exist.

**IN RE: APPROVAL OF MINUTES OF JULY 6, 2004 BEER BOARD MEETING.**

John Keeble made a motion to dispense with the reading and approve the minutes. Donna Dowdy seconded the motion. A voice vote was taken on the motion with Chairman Kidd declaring the motion to have passed.

**IN RE: ADJOURNMENT.**

Otto Slater made a motion to adjourn the meeting. David Graham seconded the motion. A voice vote was taken with Chairman Kidd declaring the meeting to be adjourned.

**BUDGET COMMITTEE MEETING**  
**Monday, July 8, 2004 – 7:00 p.m.**  
**Room 430, Blount County Courthouse**

**Minutes**

**Members Present:** Beverley Woodruff, Otto Slater, Robert Ramsey, Keith Brock, Donna Dowdy, Dave Bennett (ex-officio)

**Members Absent:** None

**Others Present:** Sherry Sheffey, Susan Gennoe, Judy Hackney, Bob Evans, John Keeble, Bill Dunlap, Gary Ferguson, Jim Scully, Kathy Hatfield, Alvin Hord, Booty Miller, Brian Bell, Dan Cook, Bob Miller, Gayle Anderson, Bob Humphrey, Judy Humphrey, Trudy Hughes, Gwen Jones, Charles Tippitt, Teresa Mary, Larry Aldridge, Mitzi Davis, Jim Chatham, Virginia Palmer, Avery Palmer, Oliver Spears, Carol Ergenbright, Neena Teaster, Ray Abbas, Denette Flynn, Pam Potocik, Jimmy Harris, Jim Hill, Bill Newby, Edie Newby, see also sign-in sheet.

**Approval of Minutes**

The motion was made by Keith Brock and seconded by Otto Slater to approve the minutes from the June 14, 2004 budget committee meeting. The motion passed with 4 yes and 1 absent.

**Discussion/Possible Action**

**Special Agency Requests**

The motion was made by Otto Slater and seconded by Robert Ramsey to send to the full Commission a resolution detailing specific guidelines to be used when reviewing the special budget requests of non-profit agencies. The motion passed with 4 yes and 1 absent.

**Budget Increases/Decreases**

(All increases/decreases are forwarded to the full Commission for approval.)

The motion was made by Otto Slater and seconded by Donna Dowdy to approve the following increases:

1. Emergency Management-\$429,144.24 to carry over prior year grants
2. General Purpose School-\$70,616.00 to balance 04-05 budget
3. Environmental Health-\$6,074.00 for vehicle allowance and additional employee not added for vehicle allowance and benefits

The motion passed with 4 yes and 1 absent.

## **Transfers**

The motion was made by Robert Ramsey and seconded by Otto Slater to approve the following budget transfer:

1. Sheriff's Department-\$500,000.00 to adjust original budget, no dependent insurance per Jeff French

The motion passed with 4 yes and 1 absent.

## **Invoice Date prior to Purchase Order Date**

The motion was made by Otto Slater and seconded by Keith Brock to approve payment of the following invoices:

1. Veterans-\$103.98 to CVS Systems, Inc.
2. Sheriff's Department-\$118.00 to Rem Co, Inc.
3. Sheriff's Department-\$66.99 to Sherwin Williams Co.
4. Human Resources-\$181.65 to Thermocopy of TN, Inc.

The motion passed with 4 yes and 1 absent.

## **Invoice greater than 10% or \$50 of Purchase Order**

The motion was made by Robert Ramsey and seconded by Otto Slater to approve payment of the following invoices:

1. Drug Task Force-\$141.65 to Craig's Firearm Supply
2. Highway Department-\$323.20 to Van Dyne Crotty, Inc.
3. Election Commission-\$465.00 to Stinnett Printing
4. Townsend Visitor's Center-\$134.73 to Kelsan, Inc.

The motion passed with 4 yes and 1 absent.

## **Discussion/Possible Action**

### **School Department-QZAB**

The motion was made by Otto Slater and seconded by Donna Dowdy to send to the full Commission a resolution requesting permission for the school department to repay \$811,744.00 for the Qualified Zone Academy Bonds from the debt service fund. The motion passed with 4 yes and 1 absent.

### **Hubbard facility requests**

Commissioner Bob Arwood requested for repairs to be made at the Hubbard School building. The item was sent to the full Commission as "other budget items" with no recommendation from the Budget Committee.

### **Information Technology Budget**

The motion was made by Keith Brock and seconded by Otto Slater to allow Information Technology to use money from the 03-04 budget to set up purchase orders for the Norton anti-virus renewal and UPS maintenance renewal. The motion passed with 5 yes.

**Adequate Facilities Tax**

The motion was made by Keith Brock and seconded by Otto Slater to send to the Public Service and Intergovernmental Committees the item of an adequate facilities tax. The motion passed with 5 yes.

**Officials' 5% Salary Increase**

The motion was made by Keith Brock and seconded by Otto Slater to send to the full Commission a resolution stating the additional increase, which exceeds CTAS minimum, to be received by the elected officials in the FY2004-2005 budget year. The motion passed with 5 yes.

**Note: Non-Profit's special requests referred to the full Commission.**

**Meeting adjourned 9:07 p.m.**

**BLOUNT COUNTY EDUCATION COMMITTEE**

**Tuesday, July 6, 2004 - 12:00 noon  
Blount County Schools Central Office**

**MINUTES**

**Members Present:** John Keeble, Bob Evans, Steve Hargis, and Kenneth Melton

**Members Absent:** David Graham and Shirley Townsend

**Others Present:** Don McNelly, Booty Miller, Charles Finley, Bill Padgett, Troy Logan, Alvin Hord, Brian Bell, Ron Ogle, Erin Hudson, and Harry Grothjahn

Chairman John Keeble called the meeting to order.

**Approval of Minutes**

Steve Hargis made a motion, which was seconded by Kenneth Melton, to approve the minutes of June 8, 2004. A voice vote was taken and Chairman Keeble declared the motion to have passed.

**Reports**

**Update on School Construction Projects**

Ron Ogle, gave an update on construction projects. He stated Phase II is moving toward completion and the implementation of Phase III is being developed. Mr. Ogle summarized the Phase III budget requirements as presented to the Budget Committee. There was no action taken in this matter.

**Financial Report**

Troy Logan explained he had nothing to report since the final budget figures for fiscal year 2003-04 had not been received and processed. There was no action taken in this matter.

**County-Wide Maintenance**

Ron Ogle reported a draft memo had been forwarded to the Centralized Maintenance Committee and had been sent out with a centralized maintenance handbook. Ideas and concerns of Centralized Maintenance Committee Members were due on July 7, 2004. There was no action taken in this matter.

**New School Proposals**

The Committee discussed new school proposals. There was no action taken in this matter.

**Computers for Schools**

Brian Bell stated the QZAB bonds grant had been approved. There was no action taken in this matter.

**School Budget FY 2004-2005**

Alvin Hord and Troy Logan explained the procedure as adopted by the School Board in the reduction from the School Department's requested budget to that funding level as approved by the County Commission for the year 2004-2005. Further discussion followed. There was no action taken in this matter.

### **Overcrowding at William Blount High School**

The Committee discussed the overcrowding at William Blount High School. There was no action taken in this matter.

### **Next Meeting**

The next meeting will be on Tuesday, August 10, 2004, at 12:00 noon at the Blount County Schools Central Office.

### **Adjournment**

Kenneth Melton made a motion, which was seconded by Bob Evans, to adjourn the meeting. A voice vote was taken with Chairman Keeble declaring the motion to have passed. The Education Committee Meeting adjourned on July 6, 2004.

**BLOUNT COUNTY PURCHASING COMMISSION  
AUGUST 9, 2004**

**Minutes**

**Members Present:** Keith Brock, Donna Dowdy, Robert Ramsey, Otto Slater and Beverley Woodruff.

The Blount County Purchasing Commission met in the County Commission Room at the Blount County Courthouse on Monday, August 9, 2004. Judy Hackney, Purchasing Agent, called the meeting to order at 5:30 p.m.

**Approve Minutes**

Keith Brock made a motion to approve the minutes of the July 8, 2004 meeting. Donna Dowdy seconded the motion and it passed unanimously.

**Discuss/Award Bid No. 2003-1467 Propane Gas/Schools**

The Purchasing Commission shall serve as the hearing board for any grievance by vendors against the County's purchasing system. United Propane Gas Company has protested the bid process for Bid No. 2003-1467 Propane Gas for Blount County Schools. Fred Martin, Assistant Purchasing Agent, presented information to the Purchasing Commission regarding the bid. He discussed the bid solicitation, bid responses, evaluation process and the recommended award of the bid to Dowdle Gas Company. He provided the Commission with back up documentation used in the evaluation that justifies the award. Otto Slater made a motion to approve the bid as recommended by the Purchasing Department. Donna Dowdy seconded the motion and the motion passed with five ayes.

**Review Awarded Bids**

The Purchasing Commission reviewed awarded bids.

Bid No. 2003-1516	Copy Paper/County	A&W Office Supply A-Z Office Resource, Office Depot
Bid No. 2003-1517	Patrol Car Digital Video Camera Systems	ICOP Digital, Inc.
Bid No. 2004-1523	Rifles/Blount County Sheriff's Office	Craigs Firearms

**Adjournment**

Keith Brock made a motion to adjourn. Donna Dowdy seconded the motion. All voted in favor. The Blount County Purchasing Commission meeting adjourned at 5:38 p.m.

**BLOUNT COUNTY PURCHASING COMMISSION  
JULY 8, 2004**

**Minutes**

**Members Present:** Donna Dowdy, Robert Ramsey, Otto Slater and Beverley Woodruff.  
**Member Absent:** Keith Brock.

The Blount County Purchasing Commission met in the County Commission Room at the Blount County Courthouse on Thursday, July 8, 2004. Judy Hackney, Purchasing Agent, called the meeting to order at 6:58 p.m.

**Approve Minutes**

Donna Dowdy made a motion to approve the minutes of the May 10, 2004 meeting. Robert Ramsey seconded the motion and it passed unanimously.

**Approve Resolution for Service Agreement with Powerware Global Services**

Robert Ramsey made a motion to approve a Resolution for Powerware Global Services that extends an agreement beyond the end of the current fiscal year. Powerware Global Services will provide maintenance for the Blount County Information Technology Department for thirty six (36) months. Donna Dowdy seconded the motion and the motion passed with four ayes and one absent.

**Approve Resolution for Copier**

Otto Slater made a motion to approve a Resolution for Lease of a Copier for Circuit Court Clerk for the Juvenile Department. Robert Ramsey seconded the motion. The motion passed with four ayes and one absent.

**Review Gasoline Purchases**

The Blount County Purchasing Commission reviewed gasoline and diesel purchases from Pioneer Petroleum Company for April, May and June 2004.

**Review Perishable Purchases**

The Blount County Purchasing Commission reviewed perishable purchases for dairy products from Mayfield Dairy Farms and bakery products from Flowers Bakeries for the months of April, May and June 2004.

## **Review Awarded Bids**

The Blount County Purchasing Commission reviewed awarded bids.

Bid No. 2003-1461	Plotters/Schools	Pomeroy Computer Resources
Bid No. 2003-1466	Computers, Servers, Printers/Schools	Personal Computer Systems, Pomeroy Computers, Vision Micro
Bid No. 2003-1469	Alcohol/Drug Education/Juvenile	John Quillen
Bid No. 2003-1470	New/used Guardrail	Tennessee Guard Rail
Bid No. 2003-1471	Used Roll-Back Car Hauler/BCSO	David Gardner
Bid No. 2003-1472	Pickup Trucks/BCSO	Neill Sandler Ford
Bid No. 2003-1475	Pavement Striping/Highway	Superior Pavement
Bid No. 2003-1476	Light bars/BCSO	G.T. Distributors
Bid No. 2003-1477	Books and Binders/County	County Records, Hart Intercivic, R. Chatfield
Bid No. 2003-1478	Extended School Bus Transportation	Jimmy Hatcher, J. L. Pickens, LeAnn Lambert, Von Murphy, Chester Simerly, Wilber Huffman
Bid No. 2003-1480	Smart Boards/Schools	Multi Media Solution
Bid No. 2003-1481	Lawn Care/Courthouse & Annex	Love Grounds Maintenance
Bid No. 2003-1482	Asphalt & Tack Oil/Highway	APAC-TN Harrison Division
Bid No. 2003-1483	Emulsified Asphalt/Highway	Marathon Ashland
Bid No. 2003-1485	Utility Vehicle/Emergency Mgmt.	Tyler Brothers Farm Equipment
Bid No. 2003-1486	Mobile Light Tower/Emergency	Ingersoll Rand
Bid No. 2003-1487	Ford Expedition/BCSO	Neill Sandler Ford
Bid No. 2003-1489	Air Bag Lift System/Emergency	Keeble Rescue Systems
RFP 2003-1490	Thermal Imaging Camera/Emergency	Tennessee Fire Equipment
RFP 2003-1492	Counseling for Juvenile Drug Court	Helen Ross McNabb
Bid No. 2003-1494	Round Concrete Pipe/Highway	Sherman Dixie
Bid No. 2003-1495	Laptop Computers/I.T. Dept.	Office Depot
Bid No. 2003-1497	Piano Renovation/Schools	Mayhews Piano Service
Bid No. 2003-1499	Adult Drug Court Treatment	Helen Ross McNabb
Bid No. 2003-1501	Elevator Maintenance	National Elevator
RFP 2003-1503	Fingerprinting System/BCSO	Identix
Bid No. 2003-1504	Activity Tables & Chairs/Schools	A & W Office Supply
Bid No. 2003-1506	Printing/I.T. Department	Pittman Printing, A&W Office Supply, Crown Company
Bid No. 2003-1509	Miscellaneous Steel/Highway	Frazier Welding & Steel Co.
Bid No. 2003-1512	Culvert Pipe, Bridge Decking/Hwy.	Tellico Culvert Company
Bid No. 2003-1513	Duty Wear, Lights, Sirens/BCSO	Craig's Firearm Supply
Bid No. 2003-1514	Paper, Instructional Supplies/Schools	American Paper & Twine, School Specialty, Quill Co.

## **Adjournment**

Otto Slater made a motion to adjourn. Donna Dowdy seconded the motion. All voted in favor. The Blount County Purchasing Commission meeting adjourned at 7:03 p.m.

**COURTHOUSE ALLOCATION OF SPACE COMMITTEE MEETING**  
**Monday, July 12, 2004 - 6:00 p.m.**  
**Blount County Courthouse - Room 315**

**MINUTES**

**Members Present:** Chairman Bob Arwood, Dennis Cardin, Kenneth Melton, John Keeble, and Shirley Townsend

**Members Absent:** Gary Farmer and Steve Gray

**Others Present:** Jackie Glenn, Darren Dunlap, Damon Fortney, Joyce Shoudy and representatives from the Children's Home

Chairman Bob Arwood called the meeting to order.

**Approval of Minutes**

A motion was made by Dennis Cardin and seconded by Shirley Townsend to approve the minutes of April 12, 2004. A voice vote was taken and Chairman Arwood declared the motion to have passed.

**Records Management**

Jackie Glenn gave a report concerning a waiting list of departments needing the Records Management Department to pick up records. Ms. Glenn stated there were approximately a total of 340 boxes needing to be received by the Records Management Department. Ms. Glenn stated there was still a moratorium in effect on receiving records in the Records Management Department due to a lack of space. Discussion followed regarding space for the Records Management Department. Bob Arwood made a request for Damon Fortney to look at the old Library building to see what a cost estimate on what it would take to renovate and how much space it would take for the Records Management Department. Kenneth Melton made a motion to leave the item on the agenda for the next meeting. Dennis Cardin seconded the motion. A voice vote was taken with Chairman Arwood declaring the motion to have passed.

**Mount Moriah Cemetery**

Bob Arwood gave a report on Mount Moriah Cemetery. Bob Arwood stated he had spoken to Jane Thomas, the County Historian, regarding the cemetery. He stated the cemetery was disbanded in 1952 by the Methodist Church and plans for provisions for maintaining the cemetery after it is cleaned were being made. Mr. Arwood stated he had spoken to the fire department and the sheriff's department regarding cleaning up the cemetery. Bob Arwood made a motion to leave the item on the agenda for the next meeting. Kenneth Melton seconded the motion. A voice vote was taken, with Chairman Arwood declaring the motion to have passed.

**Blount County Community Action Agency**

Bob Arwood distributed information regarding the Blount County Community Action Agency's original lease agreement concerning Hubbard School. The Committee discussed heating and air

needs of the Community Action Agency. Kenneth Melton made a motion to leave the lease agreement as is until further instruction. John Keeble seconded the motion. A voice vote was taken with Chairman Arwood declaring the motion to have passed.

### **Blount County Children's Home**

Joyce Shoudy spoke to the Committee regarding the space at the Children's Home. A request from the Children's Home proposal also included space for the Douglas Cherokee Economic Authority Head Start Program and the Blount County Community Action Agency. John Keeble made a motion that the three entities get together and report back to the Courthouse Allocation of Space Committee at its next meeting. Dennis Cardin seconded the motion. A voice vote was taken with Chairman Arwood declaring the motion to have passed.

### **Next Meeting**

The next regular meeting of the Courthouse Allocation of Space Committee will be on October 11, 2004, at 6:00 p.m. at the Blount County Courthouse, Room 315.

### **Adjournment**

Dennis Cardin made a motion, which was seconded by John Keeble, to adjourn the meeting. A voice vote was taken with Chairman Arwood declaring the meeting to be adjourned.

# Information Technology Steering Committee

**Monday, July 26, 2004**  
**Court House Room 433**

## Minutes

### Members Present:

Brian Bell  
Roy Crawford  
Bob Evans  
John Herron  
Scott Graves  
Otto Slater  
Mike Walker

### Others Present:

Mike Cain

### Members Not Present:

Keith Hackney  
Jeff Hatcher  
Beverley Woodruff

Mr. Herron called the meeting to order.

1. Mr. Crawford moved that the minutes be approved and dispense with the reading. Mr. Walker seconded. The motion passed.
2. Mr Herron presented Blount County Fire Protection District's request for a laptop and the proposed "Laptop Loan Agreement". It was noted Blount County is not required to provide support for the laptop. Mr. Walker motioned to approve the loan of the laptop to the Blount County Fire Protection District and to approve the "Laptop Loan Agreement", which will need to be signed by the appropriate parties. Mr. Crawford seconded. The motion passed.
3. Mr. Herron presented Steve Gray's request to the County Commissioners that the agendas and minutes of all county government meetings be posted on the county's web site. This can be done but there will be a problem of getting an up to date agenda posted before the meeting takes place. There always seems to be items added at the last minute to the agenda. Mr. Walker made the motion to take the recommendation of this committee back to the full commission stating the posting of the agenda and minutes of county government meetings can be posted on the county's web site. But, agendas will have a deadline of 48 hours prior to the meeting. For example, a Tuesday meeting's agenda must be given to the Information Technology Department by 4:00pm on Friday; a Friday meeting's agenda must be given to the Information Technology Department by 4:00pm on Wednesday. Mr. Herron is to write up the

July 29, 2004

recommendation and have it presented to the full commission. Mr. Evans seconded. The motion passed.

4. Mr. Herron presented the proposed policies of "Linking to the County of Blount" web site and "Links from the County of Blount to Other Web Sites". Mr. Walker motioned to accept the policy. Mr. Bell seconded. The motion passed.
5. Mr. Herron presented Judge Young's request to install network access for Frank, Judge Thomas' Court officer. They apparently have a computer to use at this location. Mr. Graves motioned to approve the request. Mr. Bell seconded. The motion passed.
6. Mr. Herron presented the County Clerk's request for two computers. One would replace a terminal on the front counter, which would allow the employee to access their Titling Images. The second computer would replace a computer that was moved to the front counter in order to print Business Tax forms. Mr. Walker motioned to approve the request. Mr. Evans seconded. The motion passed.
7. Mr. Herron presented the Information Department's request to purchase a server for Norton Mail Client SMTP. Mr. Walker motioned to approve the request. Mr. Evans seconded. The motion passed.
8. The committee was presented with the fact that the county is providing an Information Technology employee to the county library. This person is doing an excellent job, but the question arose about the responsibility of the library (Maryville and Alcoa) sharing the cost of this employee in a similar manner to how the Maintenance Department employees' cost are shared. Mr. Walker motioned Mr. Herron approach the Library Director about a service contract for sharing the cost of the Information Technology employee. The contract would be looked at during the next budget year's process. Mr. Crawford seconded. The motion passed.
9. Mr. Herron presented items approved for purchase. The items were a PDF Converter and Norton Mail Client for SMTP. Also included was a correction - the Circuit Court Clerk purchased eighteen instead of twelve Flat Panel displays. Also, Clerk and Master purchased seven Flat Panel displays. Mr. Walker motioned to approve. Mr. Bell seconded. The motion passed.
10. Item not on the agenda: Mr. Herron informed the committee that the AS/400 maintenance contract has to be signed by July 29, but the county attorney has not returned it with his approval.
11. Item not on the agenda: Mr. Herron asked for direction on the sound system in the commissioners' room. Mr. Slater motioned for Mr. Herron to present a proposal on improving the sound system. This could include wireless microphones, cameras, speakers, sound board, etc. Mr. Evans seconded. The motion passed.

The meeting was adjourned.

July 29, 2004

**THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY  
BOARD MEETING**

**May 11, 2004 – 3:30 P.M.  
Blount County Courthouse, Room 315**

**MINUTES**

**Members Present:** Dan Campbell, Charles Hardwick, Bill Judkins, Howard Kerr, Harry Kidwell, and LeRoy Painter

**Members Absent:** Terry Miller

**Others Present:** Joe Ayres, Marlene Hodge, Norman Newton, Ron Ogle, Dale Patty, and Marie Stuckwish

Harry Kidwell called the meeting to order and noted that a quorum was present.

**Previous Minutes**

- Mr. Painter made a motion, seconded by Mr. Hardwick to accept the minutes of March 9, 2004. Motion approved.

**Financial Matters**

- **Invoices & Payment Requests:**

Approved Change Orders

Mr. Judkins made a motion, seconded by Mr. Kerr. Motion approved.

Hickory Construction, Senior Citizen Center

Change Order Number 11 – Scope change. \$13,159.00

Change Order Number 14 – increase due to approved additions \$2,094.00

Joseph Construction – Fairview Elementary Renovation

(Change Order Number 5 – deduction for materials (\$187,841.43)

(Change Order Number 6 – deduction for materials (\$18,438.84)

- Approved Invoice & Amount:

Mr. Kerr made a motion, seconded by Mr. Painter. Motion approved.

Hickory Construction:

Alcoa High School, Application No. 5 \$33,189.00

Senior Citizen Center, Application No. 8 \$10,914.49

Joseph Construction:

Fairview Renovation, Application No. 17 \$76,210.18

Fairview Renovation, Application No. 18 79,855.30

Contracts/Agreement

Mr. Kerr made a motion, seconded by Mr. Judkins to approve the following contracts. Motion approved.

1. BIOS, Inc. – General Service Contract and Supplement
2. Engineering Service Group, Inc. – Supplement
3. GEM Technologies – Supplements
4. Hodge Engineering – Supplements
5. Mechanical Services – Supplement
6. Merit Construction – Supplement
7. Read Technical Services, Inc. – Supplement

## Projects

- Alcoa School System
  - ✓ Facility upgrades are on schedule.
- Centralized Maintenance Program
  - ✓ Discussed program manual for the Maintenance Improvement Program for the County Schools and adapting the manual for the centralized maintenance program. The Centralized Maintenance Committee has reviewed the manual. A report will be presented to the County Commission.
- City of Maryville
  - ✓ Parking Garage: Design phase is on hold pending discussion/development of a commercial building to be added to the front of the parking garage. The City of Maryville has asked the PBA to assist with the development. A contract with the City of Maryville and PBA is in the process of being approved. The City of Maryville has advertised for development proposals.
- Fairview Elementary School
  - ✓ Renovation will be finished this summer. Additional funding, \$142,000, from Blount County School fund balance was approved.
- Health Department Dental Clinic:
  - ✓ The old Environmental Health Department offices will be renovated into a dental clinic. Merit Construction is the construction manager for this project. Project is scheduled for completion in June.
- Operations and Maintenance Program (O&M)
  - ✓ Heritage High School Boiler: Replacing one boiler at the high school due to unit catching on fire. This will be replaced with a dual fuel burner. Existing boilers at other schools will be evaluated.
  - ✓ Discussed the draft for Phase III budget (2004/05) \$5.14M. The County Commission approved 2M to procure HVAC equipment February 19, 2004. The budget for Phase III was presented to the Education Committee meeting earlier today.
- New Blount County Schools
  - ✓ Discussed the need for high school, two elementary schools, and possible alternatives. The Blount County School Board is scheduled to meet on Thursday to discuss options and decide on a presentation to the County Commission.
- Richard Williams Memorial Park
  - ✓ Discussed Phase II, Memorial Park, and the need for additional funding.

## New Business

- Bond Issue: Mr. Ayres discussed the bond issue entered into October 1, 2003, changing to a fixed rate. Board members were asked to consider a resolution authorizing and approving a swap agreement in connection with certain outstanding bonds of the Public Building Authority of Blount County, Tennessee, and approving the execution and delivery of various other documents relating to the foregoing.
- **Motion made by Mr. Judkins, seconded by Mr. Kerr to approve the swap agreement. Motion passed unanimously upon roll call vote.**

## Adjournment

- Meeting was properly adjourned.

Next regular meeting is scheduled for July 13, 2004.



**DRAFT**

INSURANCE/RISK MANAGEMENT MEETING  
MONDAY, JULY 26, 2004-5:30 P.M.  
COUNTY COMMISSION ROOM

VOTING MEMBERS PRESENT: Chairman Mike Walker, Jeff McCall,  
Donna Dowdy, David Graham, and Keith  
Brock

VOTING MEMBERS ABSENT: None

NON-VOTING MEMBERS PRESENT: John Herron, Tony Abbott, Sgt. Jeff  
Clark, and Troy Logan

NON-VOTING MEMBERS ABSENT: Judy Dixon and Melody Walker

OTHERS: Ken Sloan, Barbara Lane, Mike Ellington,  
Jodie King, Greg Chapman, and Don  
Stallions

**MINUTES:**

Commissioner Keith Brock made a motion to approve June 28, 2004, second by  
Commissioner Donna Dowdy. Motion passed.

**MAJOR MEDICAL AGENDA**

**UPDATE OF REINSURANCE/NETWORK PHARMACY CONTRACTS:**

Mike Ellington updated the Committee on both the Reinsurance contract and the  
Network Pharmacy contract have been signed and will be forwarded onto Judy  
Hackney of the Purchasing Department. Mike Ellington reviewed an e-mail  
regarding the Knoxville Comprehensive Breast Center. Mike Ellington updated the  
Committee that all claims turned into Health Cost Solutions are being processed  
in approximately ten(10) days.

Commissioner Mike Walker advised the Committee that the County Commission  
has requested to see actual copies of any contract that require their approval.  
Ken Sloan, Risk Management Consultant for Blount County, advised the  
Committee that this would not be possible because the contracts would not be  
available for 45 days to six(6) months after they have been properly signed of on  
and approved. Ken advised that he can advise in person or by letter to the  
County Commission or any Committee if needed.

**REVIEW OF FUND BALANCE:**

Mike Ellington updated and reviewed the balance of the Medical/Dental Trust  
Funds with the Committee. Mike Ellington informed the Committee that he will  
be updating/reviewing the fund balance with the Committee at each  
Insurance/Risk Management Committee meeting.

**UPDATE OF AUDIT OF GLOBAL RISK MANAGEMENT:**

Jodie King updated the Committee on the status of the audit on Global Risk Management being conducted by Health Care Horizon. Jodie advised the Committee that it took longer than expected to get the information from Global Risk Management and that the audit process would take about 30-60 days.

**RECOMMENDATION TO CHANGE 125 PLAN/MEDICAL PLAN TO A JANUARY 1 PLAN YEAR:**

Jodie King recommended to the Committee that the County change their open enrollment period for the 125 Medical Plan to October 1 – October 31 and the effective date to be January 1 of the following year. Commissioner Keith Brock made a motion to accept the proposed change, second by Commissioner Jeff McCall. Roll call vote as follows: Brock-yes, Dowdy-yes, Graham-absent, McCall-yes, and Walker-yes. Motion passed.

**RISK MANAGEMENT AGENDA**

**APPROVAL OF SEDGWICK CMS RISK MANAGEMENT CONTRACT:**

Greg Chapman presented the 2004-2005 Sedgwick CMS renewal contract fee schedule as follows:

Minimum fee-	\$40,000.00(which includes \$10,000.00 for Program Management)
Workers Comp Lost Time-	\$893.00 per claim
Workers Comp Medical Only Claim-	\$157.00 per claim
Liability Bodily Injury Claim-	\$525.00 per claim
Liability Property Damage Claim-	\$236.00 per claim
Reported Incident Only Claims-	\$53.00 per claim in the excess of the first 250 reports
Juris Access	\$1,260.00 per user, per year

Commissioner Keith Brock made a motion to approve 2004-2005 Sedgwick CMS contract fees, second by Commissioner Donna Dowdy. Roll call vote as follows: Brock-yes, Dowdy-yes, Graham-absent, McCall-yes, and Walker-yes. Motion passed.

**APPROVAL OF SEDGWICK CMS RISK MANAGEMENT "TRUE UP BILL" FOR 2003-2004 CONTRACT:**

Greg Chapman updated the Committee on the true up bill from Sedgwick CMS, which had been reduced from \$22,725.00 to \$12,725.00 due to lack of Program Management. Commissioner Donna Dowdy made a motion to pay true up bill pending funds are available, second by Commissioner Keith Brock. Roll call vote as follows: Brock-yes, Dowdy-yes, Graham-pass, McCall-yes, and Walker-yes. Motion passed.

**DISCUSSION REGARDING BLOUNT COUNTY CHILDREN'S HOME PROPERTY:**

Don Stallions advised the Committee as of July 26, 2004 that the Risk Management Department had been made aware that the Blount County Children's Home Property belonged to Blount County and it was not insured by the County. Don advised the Committee that General Liability Insurance Coverage had been obtained as of 4:30 p.m. on July 26, 2004 and the Risk Management Department was in the process of obtaining property insurance for the building located on the property. Don also advised the Committee that there was no known lease agreement with the Blount County Children's Home. Commissioner Mike Walker made a motion that this matter be taken to the Courthouse Space Allocation Committee, second by Commissioner Keith Brock. The Committee recommended that Chairman Mike Walker and Don Stallions be the one to take this issue to the Courthouse Space Allocation Committee. Roll call vote as follows: Brock-yes, Dowdy-yes, Graham-yes, McCall-yes, and Walker-yes. Motion passed.

**ADDITIONAL BUSINESS:**

Mike Ellington advised the Committee that Patrick Cummiskey from Health Cost Solutions would start attending the Insurance/Risk Management Committee Meetings on a quarterly basis if no objections by the Committee. None were heard.

**ADJORNMENT:**



**JAIL INSPECTION COMMITTEE**  
**Wednesday, August 11, 2004 - 4:00 p.m.**  
**Blount County Justice Center**

**MINUTES**

**Members Present:** Jerry Marrow - Chairman, Ben Howard Long, Dave Bennett for Beverley Woodruff, and Bill Judkins

**Members Absent:** None

**Others Present:** Dan Neubert, Jr.

**Prisoner Count:**

- 331 Prisoners (277 males, 54 females)

**Observations:**

Public Lobby - Clean.  
Hallways - Clean.  
Intake - Clean. Very busy.  
Visitation Area - O.K.  
Medical - O.K.  
Other -  
Kitchen - Clean. Menu was very good.  
Laundry - O.K. Very clean.  
Briefing Room - O.K.  
Records Office - O.K.

**C Pod** - Air vents over showers were rusty.

C-1 - O.K.  
C-2 - O.K.  
C-3 - O.K.  
C-4 - O.K.  
C-5 - O.K.  
C-6 - O.K.  
C-7 - O.K.

**D Pod** - Air vents over showers were rusty.

D-1 - O.K.  
D-2 - O.K.  
D-3 - O.K.  
D-4 - O.K.  
D-5 - O.K.  
D-6 - O.K.

Complaints are being handled by the County Mayor's Office and the Blount County Sheriff's Correction Department.



Blount County Trustee  
Scott Graves

Trustee's Monthly Report  
July 2004

# Contents

Section I	Property Tax Collections Report
Section II	Trustee's Cash and Investments
Section III	Trustee's Interest Earned Report
Section IV	Trustee's Commission Report

## TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC....

## TAX COLLECTIONS FOR MONTH OF JULY, 2004

PROPERTY TAXES, (2003 YEAR), REAL & PERSONAL PROPERTY.....	+\$	76,386.50
PROPERTY TAXES, (2002 YEAR), REAL & PERSONAL PROPERTY.....	+\$	5,330.65
PROPERTY TAXES, (2001 YEAR), REAL & PERSONAL PROPERTY.....	+\$	3.70
2003-RTAX          2003-UTTAX          2002-RTAX          2002-PUTAX          2002-RBTAX		
5,663.75          24.00          1,335.65          163.00          1.00		
2002-UTTAX          2001-RTAX          2001-PUTAX          2001-RBTAX          2000-PUTAX		
310.00          2.00          10,465.00          1.00          19,410.00		
-          -          -          -          -		
INTEREST AND PENALTIES.....	+\$	37,375.40
2003-YEAR          2002-YEAR          2001-YEAR          2000-YEAR          -		
2,221.00          2,273.00          25,537.00          32,348.00		
PICK-UP TAXES.....	+\$	62,379.00
2003-YEAR          2002-YEAR          2001-YEAR          2000-YEAR          -		
5,349.00          5,365.00          3,465.00          6.00		
ROLLBACKS.....	+\$	14,185.00
-          -          -          -          -		
REFUNDS.....	-\$	0.00
2003-YEAR          2002-YEAR          -          -          -		
8.00          8.00		
DISCOUNTS.....	-\$	16.00
2003-YEAR          2002-YEAR          -          -          -		
317.00          1,329.00		
PUBLIC UTILITY TAXES.....	+\$	1,646.00
TOTAL COLLECTION FOR THE MONTH OF JULY .....	+\$	197,290.25

DATE 8/02/04

SCOTT GRAVES, TRUSTEE

PAGE 2

TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC....

TAX COLLECTIONS FOR MONTH OF JULY, 2004

ORIGINAL AMOUNT OF TAXES (REAL & PERSONAL), 2003 .....\$ 39,538,566.00

MTD

LESS DISCOUNTS.....-\$	8.00 ALL		
LESS STATE APPEALS AND			
LESS REFUNDS.....-\$	0.00 ALL.....-\$	15,893.00	
LESS RELEASES.....-\$	389.00 ALL.....-\$	235,343.00	
PLUS ROLLBACKS.....+\$	4,961.00 ALL.....+\$	40,016.00	
PLUS PICK-UPS.....+\$	31,403.00 ALL.....+\$	420,349.00	

NET AMOUNT TO COLLECT, 2003 TAXES.....\$ 39,747,695.00

COLLECTED (YEAR TO DATE) THROUGH JULY 31, 2004

LESS STATE APPEALS AND		
LESS REFUNDS.....-\$	15,893.00	

REGULAR TAXES.....+\$	37,342,167.04		
PICK-UPS.....+\$	162,438.00	DISCOUNTS.....-\$	484,161.87
ROLLBACKS.....+\$	27,631.00	TOTAL.....-\$	37,516,343.04

BALANCE TO COLLECT .....\$ 1,747,190.09

PERCENT COLLECTED TO DATE.... 95.60

DATE 8/02/04

SCOTT GRAVES, TRUSTEE

PAGE 3

TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC....

TAX COLLECTIONS FOR MONTH OF JULY, 2004

ORIGINAL AMOUNT OF TAXES (REAL & PERSONAL), 2002 .....\$ 38,805,880.00

MTD

LESS DISCOUNTS.....-\$	8.00	ALL	
LESS STATE APPEALS AND			
LESS REFUNDS.....-\$	0.00	ALL.....-\$	41,422.00
LESS RELEASES.....-\$	227.00	ALL.....-\$	111,629.84
PLUS ROLLBACKS.....+\$	4,961.00	ALL.....+\$	81,031.00
PLUS PICK-UPS.....+\$	3,943.00	ALL.....+\$	483,490.00

NET AMOUNT TO COLLECT, 2002 TAXES.....\$ 39,217,349.16

COLLECTED (YEAR TO DATE) THROUGH JULY 31, 2004

LESS STATE APPEALS AND		
LESS REFUNDS.....-\$	41,422.00	

REGULAR TAXES.....+\$	37,925,392.15		
PICK-UPS.....+\$	172,124.00	DISCOUNTS.....-\$	459,891.94
ROLLBACKS.....+\$	61,447.00	TOTAL.....-\$	38,117,541.15

BALANCE TO COLLECT .....\$ 639,916.07

PERCENT COLLECTED TO DATE.... 98.36

## TAX COLLECTIONS.....AMOUNTS.....BALANCES, ETC....

TAX COLLECTIONS FOR MONTH OF JULY, 2004

## PUBLIC UTILITIES 2003 YEAR

AMOUNT ON ROLL AS OF 07-31-04.....	\$	1,653,749.00
AMOUNT COLLECTED..MTD           317.00.....	-\$	1,632,301.65
RELEASES.....	-\$	0.00
		-----
BALANCE TO COLLECT.....	\$	21,447.35
PERCENT COLLECTED.....		98.70

## PUBLIC UTILITIES 2002 YEAR

AMOUNT ON ROLL AS OF 07-31-04.....	\$	1,676,631.00
AMOUNT COLLECTED..MTD           1,329.00.....	-\$	1,647,453.80
RELEASES.....	-\$	6,671.00
		-----
BALANCE TO COLLECT.....	\$	22,506.20
PERCENT COLLECTED.....		98.25

## PUBLIC UTILITIES 2001 YEAR

AMOUNT ON ROLL AS OF 07-31-04.....	\$	1,601,732.00
AMOUNT COLLECTED..MTD           0.00.....	-\$	1,593,364.50
RELEASES.....	-\$	1,604.50
		-----
BALANCE TO COLLECT.....	\$	6,763.00
PERCENT COLLECTED.....		99.47



**Blount County Trustee  
Scott Graves  
Interest Earned Report  
July 2004**

<b>Date</b>	<b>Financial Institution</b>	<b>Account</b>	<b>Interest</b>
07/20/04	American Fidelity	Regular Account	\$25,452.97
07/01/04	American Fidelity	Clearing Account	\$910.57
07/02/04	American Fidelity	Money Market	\$10.38
07/06/04	American Fidelity	CD	\$1,516.39
07/06/04	American Fidelity	Health/Dental	\$405.87
01/00/00	American Fidelity	Payroll Account	\$0.00
07/12/04	Amsouth	Money Market	\$0.92
07/06/04	BB&T	CD	\$1,270.49
07/06/04	BB&T	Money Market	\$6.28
07/06/04	CBBC	Money Market	\$2.94
07/12/04	First National	Money Market	\$0.70
07/12/04	First National	CD	\$785.62
07/12/04	First National	CD	\$785.62
07/12/04	First Tennessee	Regular Account	\$3,380.10
07/06/04	First Tennessee	Money Market	\$7.49
07/06/04	Home Bank	Money Market	\$2,082.33
07/23/04	Home Federal	Money Market	\$0.27
07/06/04	LGIP (State)	Investment Pool	\$109.71
07/23/04	NBC	Money Market	\$0.10
07/06/04	Suntrust	Money Market	\$2.49
07/12/04	Suntrust	Regular Account	\$1,290.55
07/15/04	Union Planters	Money Market	\$1.73
07/06/04	United Community	Money Market	\$22.85
07/06/04	United Community (W.C.)	CD	\$545.46
01/00/00	United Community (Children's Home)	CD	\$0.00

**TOTAL INTEREST EARNED THIS MONTH      \$38,591.83**  
**FISCAL YEAR TO DATE INTEREST EARNED      \$38,591.83**

PROGRAM ID: TRT527  
 RUN DATE: 08/04/04  
 RUN TIME: 09:57:52

BLOUNT COUNTY TRUSTEE  
 COMMISSIONS REPORT FOR JULY 2004

RECEIVED FROM	ACCOUNT	TITLE	AMOUNT	COMMISSIONS
AM FIDELITY	44110	Interest Earned	27,375.23	273.75
AM FIDELITY/INTEREST	44110	Interest Earned	920.95	9.21
AMERICAN FIDELITY	44110	Interest Earned	87.67	.88
AMSOUTH	44110	Interest Earned	.92	.01
BB&T	44110	Interest Earned	1,822.23	18.22
BLDG COMMISSIONER	41520	Building Permits	4,704.25	47.04
BLDG COMMISSIONER	41520	Building Permits	4,045.75	40.46
BLOUNT CO. PROPERTY TAX (COMBINED)	40110	Current Property Tax	197,290.25	3,945.71
BUILDING COMMISSION	41520	Building Permits	6,986.69	69.87
BUILDING COMMISSIONER	41520	Building Permits	3,435.00	34.35
CBBC	44110	Interest Earned	2.94	.03
CIRCUIT COURT	42810	Fines	40.00	.40
CIRCUIT COURT CLERK	40250	Litigation Tax - General	1,252.04	12.52
	40260	Litigation Tax - Special Purpose	67.57	.68
	42140	Drug Control Fines	39.19	.39
	42160	District Attorney General Fees	345.07	3.45
	42180	DUI EXCESS	285.00	2.85
	42210	Fines	471.41	4.72
	42220	Officers Costs	4,167.48	41.68
	42320	Officers Costs	506.52	5.07
	42360	District Attorney General Fees	23.75	.24
	42810	Fines	6,732.15	67.32
	43990	Other Charges for Services	159.53	1.60
CIRCUIT COURT CLERKS	42810	Fines	170.00	1.70
CITY OF MARYVILLE	40162	Lieu of Taxes - Local Util	177,516.39	1,775.16
CITY OF MARYVILLE/RENT	44120	Lease/Rentals	2,000.00	20.00
CLERK & MASTER	40130	Clerk & Master Collections - Prior Year	29,359.55	293.59
	40250	Litigation Tax - General	1,714.74	17.15
	40260	Litigation Tax - Special Purpose	214.60	2.14
	42120	Officers Costs	196.19	1.96
	42320	Officers Costs	2,329.69	23.30
	42520	Officers Costs	894.47	8.94
COUNTY CLERK	40220	Hotel/Motel Tax	112,593.07	1,125.93
	40250	Litigation Tax - General	1,225.50	12.26
	40260	Litigation Tax - Special Purpose	76.00	.76
	40270	Business Tax	326,590.27	3,265.91
	40330	Wholesale Beer Tax	19,786.74	197.87
	41110	Marriage Licenses	650.75	6.51
ENVIRONMENTAL HEALTH	43190	Other General Service Charges	15,903.00	159.03
EXT DAYCARE	43581	Community Service Fees - Children	119,063.56	1,190.64
EXT DAYCARE ADJ/EAGLETON	43581	Community Service Fees - Children	72.00	.72
EXT DAYCARE ADJ/MONTVALE	43581	Community Service Fees - Children	70.00	.70
EXTENDED DAY CARE	43581	Community Service Fees - Children	20,667.00	206.67
FIRST NATIONAL	44110	Interest Earned	1,571.94	15.72
FIRST TN	44110	Interest Earned	3,387.59	33.87
GEN SESSIONS	40250	Litigation Tax - General	37,021.58	370.21
	40260	Litigation Tax - Special Purpose	1,240.22	12.41
	42310	Fines	16,326.71	163.27
	42320	Officers Costs	37,039.14	370.38
	42330	Game and Fish Fines	52.65	.53

PROGRAM ID: TRT527  
 RUN DATE: 08/04/04  
 RUN TIME: 09:57:52

BLOUNT COUNTY TRUSTEE  
 COMMISSIONS REPORT FOR JULY 2004

RECEIVED FROM	ACCOUNT	TITLE	AMOUNT	COMMISSIONS
	42340	Drug Control Fines	4,859.25	48.59
	42350	Jail Fees	4,691.05	46.92
	42360	District Attorney General Fees	4,493.61	44.93
	42380	DUI EXCESS	2,775.43	27.75
	42810	Fines	3,358.25	33.58
	43190	Other General Service Charges	323.24	3.23
INTEREST	44110	Interest Earned	1.73	.02
LIBRARY	43350	Copy Fees	573.95	5.76
	43360	Library Fees	6,853.98	68.57
MARYVILLE COLLECTION	43581	Community Service Fees - Children	177.99	1.78
MAYFIELD DAIRY FARMS	43581	Community Service Fees - Children	14.38	.14
MONTHLY FEES	42910	Proceeds from Confiscated Property	1,971.70	19.72
	43190	Other General Service Charges	532.00	5.32
	43350	Copy Fees	220.00	2.20
PARKS AND REC	44120	Lease/Rentals	23,000.00	230.00
PLANNING	43990	Other Charges for Services	40.00	.40
PLANNING DEPARTMENT	43990	Other Charges for Services	300.00	3.00
PLANNING DEPT	43990	Other Charges for Services	1,875.00	18.75
PROPERTY ASSESSOR	43350	Copy Fees	214.50	2.15
REG OF DEEDS	43392	Data Processing Fee - Register	5,862.00	58.62
STATE OF TN/LGIP	44110	Interest Earned	109.71	.54
STATE OF TN/SALES TAX	40210	Local Option Sales Tax	2,390,873.21	23,908.73
	40280	Mineral Severance Tax	67,454.77	674.55
	40290	Telecommunications Tax	2,070.41	20.71
	46820	Income Tax	279.64	2.80
	46850	Mixed Drink Tax	8,974.88	89.75
	46920	Gasoline and Motor Fuel Tax	204,219.11	2,042.19
	46930	Petroleum Special Tax	7,093.91	70.94
SUMMER SCHOOL	43513	Tuition - Summer School	10.00	.10
SUNTRUST	44110	Interest Earned	1,293.04	12.93
THE HOME BANK	44110	Interest Earned	2,082.33	20.82
TOTAL TELEPHONE CONCEPTS	43370	Telephone Commissions	1,367.58	13.68
UNITED COMM BANK	44110	Interest Earned	22.85	.23
			3,936,340.44	41,335.74
COMMISSION ADJUSTMENTS				
				18.50
CORRECTION FOR MAY FUND 264				677.00
CORRECTION FOR RW 46296 142				1,350.45
CORRECTION FOR RW 45999 142				20.00
ALISA WILSON				20.00
JR EAKINS				20.00
TRUSTEE'S COMMISSION REMITTED TO THE GENERAL FUND				43,421.69
FISCAL YEAR TO DATE TRUSTEE'S COMMISSION				43,421.69

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Accounting & Budgeting	LEADERSHIP BLOUNT COUNTY	401165	D.BENNETT	7/20/2004	75.00	1042717	101
Accounting & Budgeting	OFFICE DEPOT	401245	251230295001	7/23/2004	4.88	1042884	101
Accounting & Budgeting	OFFICE DEPOT	401352	252082723001,CREDIT	7/23/2004	2.69	1042884	101
Accounting & Budgeting	OFFICE DEPOT	401354	252082722001	7/23/2004	38.97	1042884	101
Accounting & Budgeting	DANA LAMSON	401294	REIMB	7/23/2004	25.00	1042829	101
Accounting & Budgeting	DAVE BENNETT	401293	REIMB	7/23/2004	25.00	1042831	101
Accounting & Budgeting	KY/TN PAYROLL CONFERENCE	401381	9/15-17/04	7/23/2004	370.00	1042875	101
Accounting & Budgeting	SHERRY R. SHEFFEY	401292	REIMB	7/23/2004	25.00	1042899	101
Accounting & Budgeting	SMOKY MOUNTAIN RESOURCE CONSERVATIO	401467	D.BENNETT	7/30/2004	35.00	1043195	101
Accounting & Budgeting	SUNTRUST BANK CARD	401703	802	7/30/2004	50.00	1043220	101
Accounting & Budgeting	SUNTRUST BANK CARD	401704	117	7/30/2004	800.00	1043220	101
Accounting & Budgeting	SUNTRUST BANK CARD	401705	8630	7/30/2004	474.50	1043220	101
Accounting & Budgeting	SUNTRUST BANK CARD	401706	794	7/30/2004	165.00	1043220	101
Accounting & Budgeting	SUNTRUST BANK CARD	401707	117	7/30/2004	18.86	1043220	101
Accounting & Budgeting	SUNTRUST BANK CARD	401708	117	7/30/2004	309.59	1043220	101
Central Cafeteria	CARPENTER'S MIDDLE CAFETERIA	401201	04/05 ST.CASH	7/23/2004	150.00	4304298	143
Central Cafeteria	HERITAGE HIGH CAFETERIA	401205	04/05 ST.CASH	7/23/2004	250.00	4304299	143
Central Cafeteria	EAGLETON MIDDLE SCHOOL CAFETERIA	401202	04/05 ST.CASH	7/23/2004	100.00	4304299	143
Central Cafeteria	WILLIAM BLOUNT CAFETERIA	401215	04/05 ST.CASH	7/23/2004	250.00	4304301	143
Central Cafeteria	EAGLETON ELEMENTARY CAFETERIA	401237	04/05 ST.CASH	7/23/2004	25.00	4304299	143
Central Cafeteria	FAIRVIEW ELEM. CAFETERIA	401203	04/05 ST.CASH	7/23/2004	50.00	4304299	143
Central Cafeteria	FRIENDSVILLE ELEM. CAFETERIA	401204	04/05 ST.CASH	7/23/2004	50.00	4304299	143
Central Cafeteria	LANIER ELEM. CAFETERIA	401207	04/05 ST.CASH	7/23/2004	50.00	4304299	143
Central Cafeteria	MIDDLESETTLEMENTS CAFETERIA	401209	04/05 ST.CASH	7/23/2004	25.00	4304300	143
Central Cafeteria	MONTVALE SCHOOL CAFETERIA	401211	04/05 ST.CASH	7/23/2004	50.00	4304300	143
Central Cafeteria	PORTER ELEM. CAFETERIA	401210	04/05 ST.CASH	7/23/2004	50.00	4304300	143
Central Cafeteria	ROCKFORD ELEM. CAFETERIA	401212	04/05 ST.CASH	7/23/2004	25.00	4304300	143
Central Cafeteria	TOWNSEND ELEM. CAFETERIA	401213	04/05 ST. CASH	7/23/2004	20.00	4304301	143
Central Cafeteria	WALLAND CAFETERIA	401214	04/05 ST.CASH	7/23/2004	25.00	4304301	143
Central Cafeteria	MARY BLOUNT ELEM CAFETERIA	401208	04/05 ST.CASH	7/23/2004	50.00	4304299	143
Central Cafeteria	AMERICAN SCHOOL FOOD SERVICE ASSOC	401200	04/05 ST.CASH	7/23/2004	13.00	4304298	143
Central Cafeteria	HERITAGE MIDDLE SCHOOL CAFETERIA	401206	04/05 ST.CASH	7/23/2004	150.00	4304299	143
Central Cafeteria	WILLIAM BLOUNT MIDDLE CAFETERIA	401216	04/05 ST.CASH	7/23/2004	150.00	4304301	143
Circuit Court	DEE DEE HORTON	400943	7/08/04	7/16/2004	50.00	1042521	101
Circuit Court	REX ROBERT DAVIS	400944	7/07/04	7/16/2004	50.00	1042557	101
Circuit Court	TOM HATCHER	400939	07/12/04	7/16/2004	350.00	1042583	101
Circuit Court	LARRY E. CUMMINGS	400945	8/08/04	7/16/2004	50.00	1042537	101
Circuit Court	CHICK FIL A	401249	1817468	7/23/2004	89.60	1042827	101
Circuit Court	GONDOLIER ITALIAN RESTAURANT	401248	808004,	7/23/2004	92.50	1042853	101
Circuit Court	GENELLI'S EXPRESS INC	401250	707	7/23/2004	69.90	1042850	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Circuit Court Clerk	THOMAS HATCHER	400941	07/7-8/04	7/16/2004	37.06	1042575	101
Circuit Court Clerk	LEADERSHIP BLOUNT COUNTY	401018	T.HATCHER	7/16/2004	75.00	1042539	101
Circuit Court Clerk	DUSTIN HATCHER	400940	07/7-8/04	7/16/2004	37.05	1042524	101
Circuit Court Clerk	THE UNIVERSITY OF TENNESSEE	401172	10/13/04	7/20/2004	80.00	1042739	101
Circuit Court Clerk	THE UNIVERSITY OF TENNESSEE	401370	5/ENROLL.FEES	7/23/2004	500.00	1042910	101
Circuit Court Clerk	THOMAS HATCHER	401473	7/21-22/04	7/30/2004	45.00	1043208	101
Circuit Court Clerk	SUNTRUST BANK CARD	401694	778	7/30/2004	127.82	1043220	101
Clerk & Master	COUNTY OFFICIALS ASSOC OF TN	401025	FY 2004-05	7/16/2004	453.00	1042516	101
Communications Center	BLOUNT COUNTY EMERGENCY	400425	FY 2004-05	7/9/2004	68511.00	1042245	101
County Buildings	OFFICE DEPOT	401298	251230299001	7/23/2004	48.57	1042884	101
County Clerk	A & W OFFICE SUPPLY	401159	1148839-0	7/20/2004	26.24	1042687	101
County Clerk	JANIS BORING	401684	7/1-20/04	7/30/2004	48.39	1043162	101
County Commission	TN COUNTY COMMISSIONERS ASSOC	400509	FY 2004-05	7/9/2004	1950.00	1042303	101
County Commission	TENNESSEE COUNTY SERVICES ASSOC.	400599	TCSA DUES	7/16/2004	3279.07	1042569	101
County Executive	ASSOCIATION OF COUNTY MAYORS	400569	FY 2004-05	7/9/2004	1950.00	1042240	101
County Executive	LEADERSHIP BLOUNT COUNTY	401171	B.WOODRUFF	7/20/2004	75.00	1042717	101
County Executive	BEVERLEY WOODRUFF	401367	7/13-14/04	7/23/2004	40.43	1042819	101
County Executive	SHERRY R. SHEFFEY	401296	7/21/04	7/23/2004	15.37	1042899	101
County Executive	PAT JAMES	401366	7/13-14/04	7/23/2004	45.00	1042886	101
County Executive	SMOKY MOUNTAIN RESOURCE CONSERVATIO	401466	B.WOODRUFF	7/30/2004	35.00	1043195	101
County Executive	SUNTRUST BANK CARD	401698	075	7/30/2004	26.13	1043220	101
County Executive	SUNTRUST BANK CARD	401699	075	7/30/2004	115.73	1043220	101
County Executive	SUNTRUST BANK CARD	401700	075	7/30/2004	17.60	1043220	101
County Executive	SUNTRUST BANK CARD	401701	075	7/30/2004	104.13	1043220	101
County Executive	ANGEL L MONROE	401822	7/23/04	7/30/2004	11.52	1043119	101
County Trustee	TENNESSEE COUNTY TRUSTEE'S ASSOC.	400424	GRAVES/DUES	7/9/2004	175.00	1042298	101
County Trustee	THE DAILY TIMES	400423	#002247	7/9/2004	108.50	1042300	101
County Trustee	LEADERSHIP BLOUNT COUNTY	400421	S.GRAVES	7/9/2004	75.00	1042278	101
County Trustee	COUNTY OFFICIALS ASSOC OF TN	400422	FY 2004-05	7/9/2004	453.00	1042260	101
County Trustee	THE UNIVERSITY OF TENNESSEE	401820	S.GRAVES	7/30/2004	225.00	1043206	101
County Trustee	INTERNATIONAL ASSOCIATION OF	401823	K.CHAPMAN	7/30/2004	25.00	1043159	101
District Atty General	TENNESSEE ATTORNEYS GENERAL CONF.	401184	304(04)	7/20/2004	25000.00	3004240	304
Drug Control	DRUG ENFORCEMENT ADMINISTRATION	400880	H.BORDEN	7/16/2004	130.00	2204259	122
Drug Control	RECREATION & PARKS COMMISSION	401518	FUNDS	7/30/2004	1000.00	2204323	122
Drug Court	EARTHLINK INC.	400936	181873671	7/16/2004	30.91	2804260	128
Drug Court	FEDERAL EXPRESS CORP	401218	188077650	7/23/2004	38.11	2804293	128
Drug Court	BLOUNT COUNTY TRUSTEE	401851	WK.COMP	7/30/2004	160.00	2804323	128
Drug Court	U S CELLULAR	401470	659-4470	7/30/2004	91.68	2804323	128
Drug Enforcement	CENTRAL COMMUNICATIONS & ELECTRONIC	400559	127946	7/9/2004	28.58	3004239	307
Drug Enforcement	BELLSOUTH TELECOMMUNICATIONS INC	400561	8659815059	7/9/2004	57.54	3004239	307

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Drug Enforcement	BELLSOUTH TELECOMMUNICATIONS INC	400562	8656811953	7/9/2004	53.34	3004239	307
Drug Enforcement	INSTITUTE OF POLICE TECH & MGM	400557	10183	7/9/2004	400.00	3004239	307
Drug Enforcement	CONTINENTAL PROTECTION	400558	13579	7/9/2004	209.00	3004239	307
Drug Enforcement	RADISSON BOSTON HOTEL	400563	#1060324	7/9/2004	863.60	3004239	307
Drug Enforcement	TN BUREAU OF INVESTIGATION	401004	9/20-23/04	7/16/2004	190.00	3004267	307
Drug Enforcement	TENNESSEE NARCOTICS OFFICERS ASSOC.	401005	CONFERENCE	7/16/2004	800.00	3004267	307
Drug Enforcement	TENNESSEE NARCOTICS OFFICERS ASSOC.	401006	DUES	7/16/2004	280.00	3004267	307
Drug Enforcement	COMPROLLER OF THE TREASURY	401340	27755	7/23/2004	1270.00	3004303	307
Drug Enforcement	BELLSOUTH TELECOMMUNICATIONS INC	401676	8659777266	7/30/2004	360.29	3004331	307
Drug Enforcement	POWELL T. MEEK	401678	8/04	7/30/2004	650.00	3004331	307
Drug Enforcement	POWELL T. MEEK	401678	8/04	7/30/2004	100.00	3004331	307
Drug Enforcement	MCI WORLDCOM	401675	78600572618	7/30/2004	33.49	3004331	307
Drug Enforcement	NEXTEL SOUTH CORP	401670	273180413029	7/30/2004	465.79	3004331	307
Drug Enforcement	CLARION INNS & SUITES	401677	8/GUESTS	7/30/2004	1896.00	3004331	307
Drug Enforcement	SUNTRUST BANK CARD	401714	PILOT,TEXACO	7/30/2004	102.01	3004331	307
Drug Enforcement	SUNTRUST BANK CARD	401715	HERTZ,BP OIL	7/30/2004	386.82	3004331	307
Emergency Management	BLOUNT COUNTY CLERK	400499	10016	7/8/2004	17.00	1039866	101
Emergency Management	PAT JAMES	401160	REIMBURSE	7/20/2004	8.98	1042725	101
Employee Benefits	AMERICAN FIDELITY BANK	401181	7/16 D	7/20/2004	12486.70	6504279	265
Employee Benefits	AMERICAN FIDELITY BANK	401182	7/16 M	7/20/2004	297955.34	6404279	264
Employee Benefits	AMERICAN FIDELITY BANK	401183	REFUND/MEDICAL	7/20/2004	-389.34	6404279	264
Employee Benefits	AMERICAN UNITED LIFE INSURANCE CO	401174	3,4,5,6,7,8-04	7/20/2004	96377.40	6404279	264
Employee Benefits	SEDGWICK CLAIMS MANAGEMENT SERVICES	401169	19267	7/20/2004	8880.00	2604279	266
Employee Benefits	AMERICAN FIDELITY BANK	401379	DENTAL	7/23/2004	8178.10	6504303	265
Employee Benefits	AMERICAN FIDELITY BANK	401380	7/22 M,DIS.	7/23/2004	187988.97	6404302	264
Employee Benefits	AMERICAN FIDELITY BANK	401368	7/21 INMATES	7/23/2004	5809.59	6404302	264
Employee Benefits	AMERICAN FIDELITY BANK	401629	7/27RX	7/29/2004	83057.62	6404308	264
Employee Benefits	AMERICAN FIDELITY BANK	401719	7/28 M	7/30/2004	248982.68	6404330	264
Employee Benefits	AMERICAN FIDELITY BANK	401720	7/28 D	7/30/2004	12964.66	6504331	265
Employee Benefits	AMERICAN FIDELITY BANK	401829	7/29M	7/30/2004	314.91	6404330	264
Employee Benefits	BLOUNT MEMORIAL HOSPITAL	401506	#03071504	7/30/2004	9324.00	6404331	264
Employee Benefits	AMERICAN FIDELITY BANK	401721	7/28 INMATES	7/30/2004	1803.82	6404330	264
Ext Day Care Program	METROCALL INC	401385	37330738	7/27/2004	36.90	4604304	146
Federal Projects	HELEN ROSS MCNABB CENTER INC	401162	JULY 2004	7/20/2004	7807.55	4204278	142
Federal Projects	BLOUNT COUNTY TRUSTEE	401365	WK.COMP	7/23/2004	25.68	4204297	142
Federal Projects	PHYLLIS E. GARNER	401279	7/11-14/04	7/23/2004	392.00	4204298	142
Federal Projects	CAROL MASSARO	401195	7/5-11/04	7/23/2004	100.00	4204297	142
Federal Projects	DAVID COOK	401246	7/20/04	7/23/2004	75.60	4204297	142
Federal Projects	SANDRA BELL	401192	7/5-11/04	7/23/2004	682.88	4204298	142
Federal Projects	JANET SMALL	401194	7/5-11/04	7/23/2004	100.00	4204298	142

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Federal Projects	JAMI H FRENCH	401193	7/5-11/04	7/23/2004	100.00	4204297	142
Federal Projects	CARMEN BRAMBLETT	401280	7/11-14/04	7/23/2004	102.00	4204297	142
Federal Projects	BLOUNT COUNTY SHERIFF'S DEPT	401384	D.A.R.E.	7/27/2004	4250.00	4204304	142
Federal Projects	BLOUNT COUNTY TRUSTEE	401659	FY2 2003-04	7/30/2004	588.26	4204328	142
Federal Projects	SUNTRUST BANK CARD	401717	661	7/30/2004	219.30	4204329	142
Field Line Inspection	U S CELLULAR	401261	8657051525,	7/23/2004	105.70	1042920	101
General County Debit Ser	JP MORGAN CHASE BANK	401712	1110040371	7/30/2004	1484.00	5104330	151
General Sessions Court	TOM HATCHER	400890	7/12/04	7/16/2004	3325.00	1042581	101
General Sessions Court	TOM HATCHER	400938	07/13/04	7/16/2004	2279.37	1042581	101
General Sessions Court	TOM HATCHER	401371	ABC	7/23/2004	4284.00	1042916	101
General Sessions Court	TOM HATCHER	401372	ABC	7/23/2004	2033.23	1042916	101
General Sessions Court	SUNTRUST BANK CARD	401695	778	7/30/2004	152.74	1043220	101
General Sessions Court	SUNTRUST BANK CARD	401697	687	7/30/2004	74.50	1043220	101
General Welfare Assistan	GREENBACK VOLUNTEER FIRE DEPT., INC.	401375	FY 2004-05	7/23/2004	5000.00	1042854	101
General Welfare Assistan	LITTLE TENNESSEE VALLEY	401344	FUNDS	7/23/2004	8142.00	1042877	101
General Welfare Assistan	SMITH MORTUARY COMPANY INC	401350	FREED	7/23/2004	450.00	1042900	101
General Welfare Assistan	SEYMOUR VOLUNTEER FIRE DEPT.	401343	FUNDS	7/23/2004	5000.00	1042898	101
General Welfare Assistan	BLOUNT COUNTY RESCUE SQUAD	401710	FY 2004-05	7/30/2004	15450.00	1043126	101
General Welfare Assistan	HAVEN HOUSE, INC	401711	FY 2004-05	7/30/2004	3183.00	1043152	101
Highway	AMERICAN FIDELITY BANK	854	PROJ.#4177	7/9/2004	10000.00	3104232	131
Highway	TRI-CO IND SUPPLY	400484	27?884-001	7/9/2004	7.77	3104233	131
Highway	TENNESSEE COUNTY HIGHWAY OFFICIALS	400435	DUES	7/9/2004	3000.00	3104233	131
Highway	U S CELLULAR	400892	254-7593,254-7596,	7/16/2004	73.36	3104261	131
Highway	T-JAC ENTERPRISES	401017	7/14/04	7/16/2004	45.25	3104260	131
Highway	ROGERS MANUFACTURING CO INC	401020	117183	7/16/2004	37.27	3104260	131
Highway	METROCALL INC	400891	37331016	7/16/2004	68.32	3104260	131
Highway	U S CELLULAR	401158	254-7592,363-0992,	7/20/2004	85.24	3104277	131
Highway	CITY OF ALCOA	401251	351013501	7/23/2004	73.47	3104293	131
Highway	AMERICAN FIDELITY BANK	401472	#103800.00	7/30/2004	10000.00	3104324	131
Highway	BLOUNT COUNTY TRUSTEE	401504	FY 2004-05	7/30/2004	38041.00	3104324	131
Highway	BLOUNT COUNTY TRUSTEE	401505	FY 2004-05	7/30/2004	3649.00	3104324	131
Highway	BLOUNT COUNTY TRUSTEE	401505	FY 2004-05	7/30/2004	22976.00	3104324	131
Highway	BLOUNT COUNTY TRUSTEE	401505	FY 2004-05	7/30/2004	6937.00	3104324	131
Highway	CALDWELL FENCE ERECTION CO INC	401471	221342	7/30/2004	11.50	3104324	131
Highway	TN CO HIGHWAY OFFICIALS ASSOC	401516	FY 2004-05	7/30/2004	100.00	3104325	131
Highway	ATMOS ENERGY	401669	5010255135422,	7/30/2004	48.12	3104324	131
Human Resources	WIMBERLY LAWSON & SEALE, PLLC	401507	11524.0001	7/30/2004	253.50	1043216	101
Industrial Development	BLOUNT COUNTY INDUSTRIAL BOARD	400937	1ST QTR.	7/16/2004	69090.50	1042506	101
Information Technology	MPI NET	400898	96188	7/16/2004	29.85	1042548	101
Information Technology	PROFESSIONAL GOVERNMENTAL RESEARCH	401284	9466	7/23/2004	35.50	1042888	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Inspection & Regulation	ARAMARK INC	400886	5234452417	7/16/2004	20.36	1042502	101
Inspection & Regulation	LABORATORY CORPORATION OF AMERICA	400578	15589106	7/16/2004	47.00	1042536	101
Inspection & Regulation	GAY MILLER	401276	6/04	7/23/2004	17.28	1042849	101
Inspection & Regulation	LUCENT TECHNOLOGIES INC.	401275	6159834582	7/23/2004	79.26	1042878	101
Inspection & Regulation	ARAMARK INC	401646	5234462209	7/30/2004	20.36	1043120	101
Inspection & Regulation	MINOLTA CORP	401826	E71409344	7/30/2004	89.27	1043179	101
Inspection & Regulation	CATE RUSSELL INS	401647	25965	7/30/2004	85.00	1043129	101
Jail	JAMES KELLY ROBERTS III	400887	1107	7/16/2004	5013.32	1042532	101
Jail	DARANY AND ASSOCIATES	400881	T.DAVIS	7/16/2004	1000.00	1042519	101
Jail	DAVID WHEELER	401278	7/14-15/04	7/23/2004	50.00	1042834	101
Jail	BLOUNT MEMORIAL HOSPITAL INC	401255	53347	7/23/2004	127.50	1042821	101
Jail	RODNEY MYERS	401273	7/15-16/04	7/23/2004	57.00	1042895	101
Jail	JOSH ANTRAS	401274	7/15-16/04	7/23/2004	57.00	1042871	101
Jail	JAMES KELLY ROBERTS III	401257	1108	7/23/2004	5267.85	1042864	101
Jail	P.K. SATTERFIELD GREGORY	401270	7/5-9/04	7/23/2004	14.00	1042885	101
Jail	THOMAS SHUDAN	401374	6/18-25/04	7/23/2004	150.00	1042912	101
Jail	BLOUNT COUNTY TRUSTEE	401508	7/21 INMATES	7/30/2004	5809.59	1043128	101
Jail	STATE VOLUNTEER MUTUAL INSURANCE CO	401622	N829356	7/30/2004	3729.00	1043200	101
Jail	QUALITY MOBILE MEDICAL SERVICES INC	401519	636,463,839,840,543,	7/30/2004	718.63	1043186	101
Jail	JAMES KELLY ROBERTS III	401521	1109	7/30/2004	5019.16	1043161	101
Jail	SUNTRUST BANK CARD	401691	851	7/30/2004	113.25	1043220	101
Jail	DIAMOND PHARMACY SERVICES	401522	40630Q2	7/30/2004	13414.04	1043144	101
Juv. Drug Court	ADVANCED TOXICOLOGY NETWORK	401281	131872	7/23/2004	56.00	1042810	101
Juvenile Court	TENNESSEE DEPT OF HUMAN SERVICE	401013	W.T.DENTON	7/16/2004	100.00	1042570	101
Juvenile Court	TENNESSEE DEPT OF HUMAN SERVICE	401014	S.E.MYATT	7/16/2004	100.00	1042570	101
Juvenile Court	OPRYLAND HOTEL	401015	W.T.DENTON	7/16/2004	158.00	1042551	101
Juvenile Court	OPRYLAND HOTEL	401016	S.E.MYATT	7/16/2004	158.00	1042551	101
Juvenile Court	TN COUN. OF JUVENILE & FAMILY COURT	400581	W.T.DENTON	7/16/2004	165.00	1042577	101
Juvenile Court	TN COUN. OF JUVENILE & FAMILY COURT	400584	S.E.MYATT	7/16/2004	165.00	1042577	101
Juvenile Court	TN JUVENILE COURT SERVICE ASSOC	400942	08/1-4/04	7/16/2004	450.00	1042579	101
Juvenile Court	TOM HATCHER	401019	7/14/04	7/16/2004	23441.00	1042582	101
Juvenile Court	GATLINBURG MOTEL COMPANY	400582	W.T.DENTON	7/16/2004	171.98	1042526	101
Juvenile Court	GATLINBURG MOTEL COMPANY	400583	S.E.MYATT	7/16/2004	171.98	1042526	101
Juvenile Court	TENNESSEE DEPT OF HUMAN SERVICE	401252	HELTON-TIPTON	7/23/2004	200.00	1042908	101
Juvenile Court	AMANDA G. MAY	401683	7/1-13/04	7/30/2004	55.80	1043117	101
Juvenile Court	SUNTRUST BANK CARD	401696	0695	7/30/2004	74.50	1043220	101
Juvenile Services	TN JUVENILE COURT SERVICE ASSOC	401196	J.ADAMS	7/23/2004	150.00	1042915	101
Juvenile Services	DAYS INN- GLENSTONE LODGE	401197	ADAMS	7/23/2004	297.00	1042835	101
Juvenile Services	FAIRFIELD INN-OPRYLAND	401287	10042067	7/23/2004	362.25	1042844	101
Juvenile Services	TOM HOOD	401285	7/25-30/04	7/23/2004	141.60	1042917	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Juvenile Services	JOEY WALKER	401286	7/25-30/04	7/23/2004	141.60	1042870	101
Medical Examiner	UNIVERSITY PATHOLOGISTS PC	401179	JUNE	7/20/2004	2600.00	1042745	101
Medical Examiner	BLOUNT PATHOLOGISTS PLLC	401178	MAY	7/20/2004	1000.00	1042696	101
Medical Examiner	BALDWIN'S GREATER KNOXVILLE	401346	8899	7/23/2004	125.00	1042816	101
Medical Personnel	BEVERLE CARPENTER	401369	JUNE 2004	7/23/2004	40.32	1042818	101
Medical Personnel	KRISTI TIPTON	401825	7/21/04	7/30/2004	11.03	1043170	101
Medical Personnel	JENNIFER L. PRIANO	401686	7/12-14/04	7/30/2004	326.24	1043164	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	400442	865M456715	7/9/2004	680.32	1042243	101
MISCELLANEOUS	METROCALL INC	400457	37330980	7/9/2004	72.44	1042284	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	400604	681-4385	7/16/2004	205.94	1042504	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	400605	983-7892	7/16/2004	119.97	1042504	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	400888	983-9749	7/16/2004	67.36	1042504	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	400889	M45-1607	7/16/2004	212.00	1042504	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	400913	681-8925	7/16/2004	41.79	1042504	101
MISCELLANEOUS	UNITED PARCEL SERVICE	400992	F6391E274	7/16/2004	21.20	1042587	101
MISCELLANEOUS	CATE RUSSELL INS	400991	25704,25703,25705,257	7/16/2004	107608.00	2604266	263
MISCELLANEOUS	CATE RUSSELL INS	400991	25704,25703,25705,257	7/16/2004	449469.00	2604266	263
MISCELLANEOUS	U S CELLULAR	400911	679-5250	7/16/2004	27.19	1042586	101
MISCELLANEOUS	METROCALL INC	400885	37333492	7/16/2004	3118.77	1042546	101
MISCELLANEOUS	METROCALL INC	400910	37331130	7/16/2004	42.90	1042546	101
MISCELLANEOUS	U S CELLULAR	401155	680-9091	7/20/2004	29.86	1042743	101
MISCELLANEOUS	SEDGWICK CLAIMS MANAGEMENT SERVICES	401168	019267	7/20/2004	2270.00	2604278	263
MISCELLANEOUS	NEXTEL SOUTH CORP	401175	307180416-029	7/20/2004	96.25	1042722	101
MISCELLANEOUS	UNISHIPERS	401167	1000324885	7/20/2004	9.55	1042744	101
MISCELLANEOUS	BLOUNT COUNTY TRUSTEE	401198	WK.COMP	7/23/2004	240103.00	1042820	101
MISCELLANEOUS	BLOUNT COUNTY TRUSTEE	401199	LIA.INS	7/23/2004	162368.00	1042820	101
MISCELLANEOUS	GTE WIRELESS/VERIZON	401295	8657195052	7/23/2004	37.37	1042855	101
MISCELLANEOUS	EAST TN. DEVELOPMENT DISTRICT	401288	00-1006	7/23/2004	2185.28	1042840	101
MISCELLANEOUS	FORT LOUDOUN ELECTRIC COOPERATIVE	401345	79826381	7/23/2004	14.66	1042848	101
MISCELLANEOUS	AT&T WIRELESS	401253	8653685986	7/23/2004	34.90	1042814	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	401189	8659825123	7/23/2004	83.77	1042817	101
MISCELLANEOUS	LUCENT TECHNOLOGIES INC.	401188	8659825123	7/23/2004	25.27	1042878	101
MISCELLANEOUS	NEXTEL SOUTH CORP	401247	901580410029	7/23/2004	761.54	1042883	101
MISCELLANEOUS	NEXTEL SOUTH CORP	401260	507680415029	7/23/2004	3676.26	1042883	101
MISCELLANEOUS	CITY OF MARYVILLE	401517	#120 JULY	7/30/2004	937.50	1043134	101
MISCELLANEOUS	CITY OF MARYVILLE	401626	303018400,303018000,	7/30/2004	77.58	1043135	101
MISCELLANEOUS	BELLSOUTH TELECOMMUNICATIONS INC	401468	982-2724	7/30/2004	42.30	1043122	101
MISCELLANEOUS	U S CELLULAR	401718	705-2424	7/30/2004	44.50	1043211	101
MISCELLANEOUS	UNISHIPERS	401682	1-366967	7/30/2004	21.91	1043212	101
Operating Transfers	BLOUNT COUNTY TRUSTEE	401658	FY2003-04	7/30/2004	35000.00	4204328	142

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Other General Admin	CRAWFORD, CRAWFORD & NEWTON	401177	JUNE	7/20/2004	12167.53	1042703	101
Other General Admin	SAINT LOUIS UNIVERSITY	401180	3/04-5/04	7/20/2004	3500.00	1042732	101
Other Genl Govt Projects	SOFTWARE PLUS LTD	401297	226985	7/23/2004	6.50	1042902	101
Other Local Welfare Serv	HELEN ROSS MCNABB CENTER INC	401673	5-6/04	7/30/2004	21062.43	1043153	101
Parks & Fairs Boards	RECREATION & PARKS COMMISSION	401166	FY 2004-05	7/20/2004	138965.00	1042729	101
PBA	BLOUNT COUNTY PUBLIC BUILDING	401028	107229,	7/16/2004	1480.81	8904266	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	401028	107229,	7/16/2004	39.98	8904266	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	401028	107229,	7/16/2004	54038.17	8904266	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	401028	107229,	7/16/2004	780487.85	8904266	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	401028	107229,	7/16/2004	507.19	8904266	189
PBA	CRAWFORD, CRAWFORD & NEWTON	401176	JUNE 2004	7/20/2004	1771.00	8904278	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	401713	2032,11111	7/30/2004	1209.88	8904330	189
PBA	BLOUNT COUNTY PUBLIC BUILDING	401713	2032,11111	7/30/2004	94.01	8904330	189
Planning	LEADERSHIP BLOUNT COUNTY	401154	J.LAMB	7/20/2004	75.00	1042717	101
Planning	EAST TN. DEVELOPMENT DISTRICT	401288	00-1006	7/23/2004	9180.48	1042840	101
Property Assessors Offic	COMPTROLLER OF THE TREASURY	400912	J. SNELL	7/16/2004	15.00	1042515	101
Property Assessors Offic	TN ASSOCIATION OF ASSESSING OFFICER	401161	FY 2004-05	7/20/2004	1577.00	1042742	101
Property Assessors Offic	MIKE MORTON	401156	7/12-13/04	7/20/2004	48.00	1042720	101
Property Assessors Offic	PTS OFFICE AUTOMATION INC	401349	20023	7/23/2004	3.81	1042889	101
Property Assessors Offic	SUNTRUST BANK CARD	401709	406	7/30/2004	84.65	1043220	101
Public Library	PROMOTION INC	400447	RC03755	7/9/2004	864.00	1504231	115
Public Library	BAKER & TAYLOR	401217	505240395,	7/23/2004	511.84	1504292	115
Public Library	BAKER & TAYLOR	401238	5005240396,	7/23/2004	157.14	1504292	115
Public Library	BLOUNT COUNTY TRUSTEE	401353	FY 2004-05	7/23/2004	20000.00	1504292	115
Public Library	BLOUNT COUNTY TRUSTEE	401363	FY03/04	7/23/2004	20000.00	1504292	115
Public Library	CHATTANOOGA PUBLISHING CO	401264	1136	7/23/2004	104.00	1504293	115
Public Library	BLOUNT COUNTY TRUSTEE	401665	WK.COMP	7/30/2004	142.00	1504322	115
Public Library	BLOUNT COUNTY TRUSTEE	401665	WK.COMP	7/30/2004	1231.00	1504322	115
Public Library	CITY OF MARYVILLE	401671	260414403,	7/30/2004	11451.74	1504322	115
Public Library	ATMOS ENERGY	401674	50102703861245	7/30/2004	12.00	1504322	115
Rabies & Animal Control	CITY OF MARYVILLE	400587	#94	7/16/2004	34587.00	1042513	101
Records Management	SOCIETY OF TENNESSEE ARCHIVISTS	401173	J. GLENN	7/20/2004	20.00	1042733	101
Register of Deeds	GLENN EUGENE GOINS	401291	104101	7/23/2004	20.00	1042852	101
Register of Deeds	COUNTY OFFICIALS ASSOC OF TN	401469	P.WHALEY	7/30/2004	150.00	1043139	101
School Resource Off-Sher	JEFFREY HICKS	401277	7/5-9/04	7/23/2004	28.00	1042868	101
School Resource Off-Sher	JOE D. CRISP	401269	7/5-9/04	7/23/2004	21.00	1042869	101
School Resource Off-Sher	DAVID HENDERSON	401268	7/5-9/04	7/23/2004	3.00	1042833	101
School Resource Off-Sher	DAVID HENDERSON	401283	7/19-20/04	7/23/2004	30.00	1042833	101
School Resource Off-Sher	HOME BANK	401827	42294100167	7/30/2004	223.00	1043154	101
Schools	LEANN M. LAMBERT	400479	763411,	7/9/2004	40.00	4104234	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	TENNESSEE BUREAU OF INVESTIGATION	400470	10 PRINTS	7/9/2004	480.00	4104234	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	400882	2 PRINTS	7/16/2004	96.00	4104264	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	400883	2 PRINTS	7/16/2004	96.00	4104264	141
Schools	CITY OF MARYVILLE	401157	FEES	7/20/2004	500.00	4104277	141
Schools	CITY OF MARYVILLE	401163	130632400	7/20/2004	3003.76	4104277	141
Schools	CITY OF MARYVILLE	401163	130632400	7/20/2004	134.99	4104277	141
Schools	CITY OF MARYVILLE	401164	130629801,	7/20/2004	479.23	4104277	141
Schools	MERIT CONSTRUCTION INCORPORATED	401153	MCI 04-012	7/20/2004	2117.00	4104278	141
Schools	CITY OF ALCOA	401240	350366801,	7/23/2004	280.55	4104294	141
Schools	CITY OF ALCOA	401241	461037901,	7/23/2004	997.10	4104294	141
Schools	CITY OF ALCOA	401243	041001501,	7/23/2004	13415.14	4104294	141
Schools	CITY OF ALCOA	401244	350365603,	7/23/2004	6705.96	4104294	141
Schools	CITY OF ALCOA	401244	350365603,	7/23/2004	708.31	4104294	141
Schools	EAGLETON ELEM SCHOOL	401222	04/05 SUPPLIES	7/23/2004	700.00	4104295	141
Schools	EAGLETON MIDDLE SCHOOL	401221	04/05 SUPPLIES	7/23/2004	400.00	4104295	141
Schools	FAIRVIEW ELEM SCHOOL	401220	04/05 SUPPLIES	7/23/2004	300.00	4104295	141
Schools	FORT LOUDOUN ELECTRIC COOPERATIVE	401242	73025002,	7/23/2004	707.92	4104295	141
Schools	FRIENDSVILLE ELEMENTARY	401225	04/05 SUPPLIES	7/23/2004	300.00	4104295	141
Schools	HERITAGE HIGH SCHOOL	401224	04/05 SUPPLIES	7/23/2004	700.00	4104295	141
Schools	LANIER ELEM. SCHOOL	401228	04/05 SUPPLIES	7/23/2004	400.00	4104295	141
Schools	MIDDLESETTLEMENTS SCHOOL	401226	04/05 SUPPLIES	7/23/2004	300.00	4104296	141
Schools	MONTVALE SCHOOL	401232	04/05 SUPPLIES	7/23/2004	400.00	4104296	141
Schools	PORTER ELEMENTARY	401231	04/05 SUPPLIES	7/23/2004	400.00	4104296	141
Schools	ROCKFORD ELEM. SCHOOL	401230	04/05 SUPPLIES	7/23/2004	500.00	4104296	141
Schools	SOUTH BLOUNT UTILITY DIST	401239	19188250031,	7/23/2004	663.39	4104296	141
Schools	TOWNSEND ELEM SCHOOL	401236	04/05 SUPPLIES	7/23/2004	100.00	4104296	141
Schools	WALLAND ELEMENTARY SCHOOL	401235	04/05 SUPPLIES	7/23/2004	300.00	4104297	141
Schools	WILLIAM BLOUNT HIGH SCHOOL	401234	04/05 SUPPLIES	7/23/2004	700.00	4104297	141
Schools	MARY BLOUNT ELEMENTARY SCHOOL	401227	04/05 SUPPLIES	7/23/2004	800.00	4104295	141
Schools	REBECCA WOLFENBARGER	401254	5/24/04	7/23/2004	70.11	4104296	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	401265	4 PRINTS	7/23/2004	192.00	4104296	141
Schools	HERITAGE MIDDLE SCHOOL	401229	04/05 SUPPLIES	7/23/2004	600.00	4104295	141
Schools	CARPENTERS MIDDLE SCHOOL	401223	04/05 SUPPLIES	7/23/2004	400.00	4104294	141
Schools	WILLIAM BLOUNT MIDDLE SCHOOL	401233	04/05 SUPPLIES	7/23/2004	600.00	4104297	141
Schools	CITY OF ALCOA	401648	070076901,	7/30/2004	527.97	4104326	141
Schools	CITY OF ALCOA	401831	070092901,	7/30/2004	26641.51	4104326	141
Schools	FORT LOUDOUN ELECTRIC COOPERATIVE	401836	90093201,	7/30/2004	14978.53	4104326	141
Schools	CITY OF MARYVILLE	401834	240980500,	7/30/2004	845.55	4104326	141
Schools	CITY OF MARYVILLE	401835	238130201,	7/30/2004	4210.52	4104326	141
Schools	SEVIER COUNTY ELECTRIC SYSTEM	401667	3016204,	7/30/2004	2579.22	4104327	141

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Schools	SOUTH BLOUNT UTILITY DIST	401832	28319000040	7/30/2004	179.21	4104327	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	401649	865M421955	7/30/2004	10077.23	4104325	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	401650	865M420931	7/30/2004	512.77	4104325	141
Schools	BELLSOUTH TELECOMMUNICATIONS INC	401833	8659843214	7/30/2004	215.11	4104325	141
Schools	TN DEPT OF LABOR AND WORKFORCE	401666	0650226,	7/30/2004	635.44	4104328	141
Schools	TN ORGANIZATION OF SCHOOL SUPT.	401663	04/05 DUES/HORD	7/30/2004	2713.00	4104328	141
Schools	ATMOS ENERGY	401656	5010219131814,	7/30/2004	12.00	4104325	141
Schools	ATMOS ENERGY	401662	50165453665218,	7/30/2004	31.01	4104325	141
Schools	KEVIN W SHEPHERD	401664	11552	7/30/2004	242.82	4104326	141
Schools	U S CELLULAR	401651	8656591476,	7/30/2004	32.27	4104328	141
Schools	U S CELLULAR	401652	8652540333,	7/30/2004	45.63	4104328	141
Schools	U S CELLULAR	401653	8652542852,	7/30/2004	105.30	4104328	141
Schools	U S CELLULAR	401654	8652540236,	7/30/2004	157.79	4104328	141
Schools	U S CELLULAR	401655	8652540007,	7/30/2004	90.73	4104328	141
Schools	VICKI MCCALL	401660	7/22/04	7/30/2004	14.50	4104328	141
Schools	TENNESSEE BUREAU OF INVESTIGATION	401661	WILDER	7/30/2004	48.00	4104328	141
Sheriffs Department	TENNESSEE SHERIFFS' ASSOCIATION, INC	400451	BERRONG	7/9/2004	1950.00	1042299	101
Sheriffs Department	BELLSOUTH TELECOMMUNICATIONS INC	400884	983-1233	7/16/2004	100.14	1042504	101
Sheriffs Department	TN LAW ENFORCEMENT TRAINING ACADEMY	400603	M.SERATT	7/16/2004	200.00	1042580	101
Sheriffs Department	DARANY AND ASSOCIATES	400881	T.DAVIS	7/16/2004	3500.00	1042519	101
Sheriffs Department	DARANY AND ASSOCIATES	400881	T.DAVIS	7/16/2004	500.00	1042519	101
Sheriffs Department	SCG, LLS	401002	R.BAKER	7/16/2004	4000.00	1042559	101
Sheriffs Department	FORT LOUDOUN ELECTRIC COOPERATIVE	401262	71234951,	7/23/2004	109.18	1042848	101
Sheriffs Department	HUFFCO INC	401258	1233	7/23/2004	41.88	1042856	101
Sheriffs Department	BELLSOUTH TELECOMMUNICATIONS INC	401259	8653790433	7/23/2004	149.45	1042817	101
Sheriffs Department	TN CHAPTER IAAI	401190	SERATT, WILLIAMSON	7/23/2004	200.00	1042914	101
Sheriffs Department	JAMES BERRONG	401185	7/31-8/3/04	7/23/2004	106.40	1042862	101
Sheriffs Department	JEFFERY RAY FRENCH II	401187	7/31-8/3/04	7/23/2004	106.40	1042866	101
Sheriffs Department	DARREN SHARP	401272	7/5-9/04	7/23/2004	28.00	1042830	101
Sheriffs Department	DONALD RAY BENSON	401186	7/31-8/3/04	7/23/2004	106.40	1042837	101
Sheriffs Department	JOSH O'DELL	401282	7/19-20/04	7/23/2004	30.00	1042872	101
Sheriffs Department	CITY OF ALCOA	401520	050358406	7/30/2004	18.54	1043133	101
Sheriffs Department	DONNA WHEELER	401621	9/20-23/04	7/30/2004	113.60	1043145	101
Sheriffs Department	SOUTH BLOUNT UTILITY DIST	401256	7/13/04	7/30/2004	333.21	1043196	101
Sheriffs Department	TN BUREAU OF INVESTIGATION	401627	WHEELER,	7/30/2004	375.00	1043209	101
Sheriffs Department	JAMES BERRONG	401624	7/20-22/04	7/30/2004	73.00	1043160	101
Sheriffs Department	LEADERSHIP BLOUNT COUNTY	401623	7/04-6/05	7/30/2004	300.00	1043171	101
Sheriffs Department	PATRICK ENGLAND	401512	REIMBURSE	7/30/2004	650.00	1043184	101
Sheriffs Department	RONALD DUNN SR.	401625	7/20-23/04	7/30/2004	101.00	1043191	101
Sheriffs Department	HOME BANK	401827	42294100167	7/30/2004	246.64	1043154	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Sheriffs Department	MELISSA HERRON RUNYON	401619	9/20-23/04	7/30/2004	113.60	1043175	101
Sheriffs Department	PAMELA J. HAMMONDS	401620	9/20-23/04	7/30/2004	113.60	1043183	101
Sheriffs Department	JARROD MILLSAPS	401511	REIMBURSE	7/30/2004	175.50	1043163	101
Sheriffs Department	DARREN SHARP	401515	REIMBURSE	7/30/2004	409.50	1043141	101
Sheriffs Department	DANNY WILBURN	401513	REIMBURSE	7/30/2004	650.00	1043140	101
Sheriffs Department	WILLIAM K. MINCEY	401509	REIMBURSE	7/30/2004	386.10	1043215	101
Sheriffs Department	GARY PERKINS	401514	REIMBURSE	7/30/2004	648.00	1043151	101
Sheriffs Department	MIKE SERATT	401510	8/1-6/04	7/30/2004	125.60	1043178	101
Sheriffs Department	MIKE SERATT	401819	7/18-23/04	7/30/2004	61.00	1043178	101
Sheriffs Department	SUNTRUST BANK CARD	401687	0182	7/30/2004	1035.00	1043220	101
Sheriffs Department	SUNTRUST BANK CARD	401687	0182	7/30/2004	824.10	1043220	101
Sheriffs Department	SUNTRUST BANK CARD	401688	0182	7/30/2004	10.01	1043220	101
Sheriffs Department	SUNTRUST BANK CARD	401689	182	7/30/2004	130.82	1043220	101
Sheriffs Department	SUNTRUST BANK CARD	401690	182	7/30/2004	5.00	1043220	101
Sheriffs Department	DAVID WILLIAMSON	401824	8/1-6/04	7/30/2004	125.60	1043143	101
Sheriffs Department	MEMPHIS HILTON	401628	3189262855	7/30/2004	727.02	1043176	101
Soil Conservation	BELLSOUTH TELECOMMUNICATIONS INC	400893	983-2119	7/16/2004	155.89	1042504	101
Soil Conservation	U S CELLULAR	400894	216-5655,216-6604	7/16/2004	95.57	1042586	101
SRO	JEFFREY CLARK	401271	7/5-9/04	7/23/2004	18.00	1042867	101
SRO	BRIAN SMITH	401373	7/5-9/04	7/23/2004	3.00	1042823	101
SRO	JEFF T. FRENCH	401267	7/5-9/04	7/23/2004	3.00	1042865	101
SRO	LISA R. HOARD	401266	7/5-9/04	7/23/2004	27.00	1042876	101
Storm Water	SUNTRUST BANK CARD	401700	075	7/30/2004	35.97	1043220	101
Tourism	GINA CAPPELLETTI	401289	6/15&7/13/04	7/23/2004	165.19	1042851	101
Tourism	BLOUNT COUNTY CHAMBER OF COMMERCE	401679	ADM.COST	7/30/2004	21220.79	1043124	101
Tourism	SUNTRUST BANK CARD	401702	786	7/30/2004	30.00	1043220	101
Veterans Services	DONNA HATCHER	400580	7/8/04	7/16/2004	7.92	1042523	101
Veterans Services	HEATHER EVERETT	400579	7/8/04	7/16/2004	7.92	1042527	101
Veterans Services	SUNTRUST BANK CARD	401692	109	7/30/2004	7.90	1043220	101
Vistors Center	A & W OFFICE SUPPLY	401348	11486410	7/23/2004	13.96	1042808	101
Vistors Center	U S CELLULAR	401382	1-37423-104	7/23/2004	90.78	1042408	101
Vistors Center	U S LEC OF TENNESSEE INC	401341	2192772	7/23/2004	857.55	1042921	101
Vistors Center	B & B GARBAGE SERVICE	401347	6/04	7/23/2004	62.74	1042815	101
Vistors Center	BLOUNT COUNTY CHAMBER OF COMMERCE	401681	OP.COST	7/30/2004	2144.00	1043123	101
Vistors Center	SEVIER COUNTY ELECTRIC SYSTEM	401672	25813674,	7/30/2004	677.13	1043194	101
Vistors Center	BLOUNT COUNTY CHAMBER OF COMMERCE	401680	ADM.COST	7/30/2004	7073.60	1043124	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Accounting & Budgeting	DANA LAMSON	401294	REIMB	7/23/2004	25.00	1042829	101
Accounting & Budgeting	DAVE BENNETT	401293	REIMB	7/23/2004	25.00	1042831	101
Accounting & Budgeting	KY/TN PAYROLL CONFERENCE	401381	9/15-17/04	7/23/2004	370.00	1042875	101
Accounting & Budgeting	SHERRY R. SHEFFEY	401292	REIMB	7/23/2004	25.00	1042899	101
Accounting & Budgeting	SUNTRUST BANK CARD	401705	8630	7/30/2004	474.50	1043220	101
Accounting & Budgeting	SUNTRUST BANK CARD	401707	117	7/30/2004	18.86	1043220	101
Accounting & Budgeting	SUNTRUST BANK CARD	401708	117	7/30/2004	309.59	1043220	101
Circuit Court Clerk	THOMAS HATCHER	400941	07/7-8/04	7/16/2004	37.06	1042575	101
Circuit Court Clerk	DUSTIN HATCHER	400940	07/7-8/04	7/16/2004	37.05	1042524	101
Circuit Court Clerk	THOMAS HATCHER	401473	7/21-22/04	7/30/2004	45.00	1043208	101
Circuit Court Clerk	SUNTRUST BANK CARD	401694	778	7/30/2004	127.82	1043220	101
County Clerk	JANIS BORING	401684	7/1-20/04	7/30/2004	48.39	1043162	101
County Executive	BEVERLEY WOODRUFF	401367	7/13-14/04	7/23/2004	40.43	1042819	101
County Executive	SHERRY R. SHEFFEY	401296	7/21/04	7/23/2004	15.37	1042899	101
County Executive	PAT JAMES	401366	7/13-14/04	7/23/2004	45.00	1042886	101
County Executive	SUNTRUST BANK CARD	401698	075	7/30/2004	26.13	1043220	101
County Executive	SUNTRUST BANK CARD	401701	075	7/30/2004	104.13	1043220	101
County Executive	ANGEL L MONROE	401822	7/23/04	7/30/2004	11.52	1043119	101
Drug Enforcement	RADISSON BOSTON HOTEL	400563	#1060324	7/9/2004	863.60	3004239	307
Drug Enforcement	CLARION INNS & SUITES	401677	8/GUESTS	7/30/2004	1896.00	3004331	307
Drug Enforcement	SUNTRUST BANK CARD	401714	PILOT,TEXACO	7/30/2004	102.01	3004331	307
Drug Enforcement	SUNTRUST BANK CARD	401715	HERTZ,BP OIL	7/30/2004	386.82	3004331	307
Federal Projects	DAVID COOK	401246	7/20/04	7/23/2004	75.60	4204297	142
General Sessions Court	SUNTRUST BANK CARD	401695	778	7/30/2004	152.74	1043220	101
General Sessions Court	SUNTRUST BANK CARD	401697	687	7/30/2004	74.50	1043220	101
Highway	SUNTRUST BANK CARD	32648	729	7/30/2004	151.69	3104325	131
Inspection & Regulation	GAY MILLER	401276	6/04	7/23/2004	17.28	1042849	101
Jail	DAVID WHEELER	401278	7/14-15/04	7/23/2004	50.00	1042834	101
Jail	RODNEY MYERS	401273	7/15-16/04	7/23/2004	57.00	1042895	101
Jail	JOSH ANTRAS	401274	7/15-16/04	7/23/2004	57.00	1042871	101
Jail	P.K. SATTERFIELD GREGORY	401270	7/5-9/04	7/23/2004	14.00	1042885	101
Jail	THOMAS SHUDAN	401374	6/18-25/04	7/23/2004	150.00	1042912	101
Jail	TRANS COR AMERICA INC	32724	432899	7/30/2004	558.40	1043210	101
Jail	SUNTRUST BANK CARD	401691	851	7/30/2004	113.25	1043220	101
Juvenile Court	OPRYLAND HOTEL	401015	W.T.DENTON	7/16/2004	158.00	1042551	101
Juvenile Court	OPRYLAND HOTEL	401016	S.E.MYATT	7/16/2004	158.00	1042551	101
Juvenile Court	GATLINBURG MOTEL COMPANY	400582	W.T.DENTON	7/16/2004	171.98	1042526	101
Juvenile Court	GATLINBURG MOTEL COMPANY	400583	S.E.MYATT	7/16/2004	171.98	1042526	101
Juvenile Court	AMANDA G. MAY	401683	7/1-13/04	7/30/2004	55.80	1043117	101
Juvenile Court	SUNTRUST BANK CARD	401696	0695	7/30/2004	74.50	1043220	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Juvenile Services	DAYS INN- GLENSTONE LODGE	401197	ADAMS	7/23/2004	297.00	1042835	101
Juvenile Services	FAIRFIELD INN-OPRYLAND	401287	10042067	7/23/2004	362.25	1042844	101
Juvenile Services	TOM HOOD	401285	7/25-30/04	7/23/2004	141.60	1042917	101
Juvenile Services	JOEY WALKER	401286	7/25-30/04	7/23/2004	141.60	1042870	101
Medical Personnel	BEVERLE CARPENTER	401369	JUNE 2004	7/23/2004	40.32	1042818	101
Medical Personnel	KRISTI TIPTON	401825	7/21/04	7/30/2004	11.03	1043170	101
Medical Personnel	JENNIFER L. PRIANO	401686	7/12-14/04	7/30/2004	326.24	1043164	101
Property Assessors Offic	MIKE MORTON	401156	7/12-13/04	7/20/2004	48.00	1042720	101
Property Assessors Offic	SUNTRUST BANK CARD	32928	406	7/30/2004	53.00	1043220	101
School Resource Off-Sher	JEFFREY HICKS	401277	7/5-9/04	7/23/2004	28.00	1042868	101
School Resource Off-Sher	JOE D. CRISP	401269	7/5-9/04	7/23/2004	21.00	1042869	101
School Resource Off-Sher	DAVID HENDERSON	401268	7/5-9/04	7/23/2004	3.00	1042833	101
School Resource Off-Sher	DAVID HENDERSON	401283	7/19-20/04	7/23/2004	30.00	1042833	101
School Resource Off-Sher	HOME BANK	401827	42294100167	7/30/2004	223.00	1043154	101
Schools	REBECCA WOLFENBARGER	401254	5/24/04	7/23/2004	70.11	4104296	141
Sheriffs Department	JAMES BERRONG	401185	7/31-8/3/04	7/23/2004	106.40	1042862	101
Sheriffs Department	JEFFERY RAY FRENCH II	401187	7/31-8/3/04	7/23/2004	106.40	1042866	101
Sheriffs Department	DARREN SHARP	401272	7/5-9/04	7/23/2004	28.00	1042830	101
Sheriffs Department	DONALD RAY BENSON	401186	7/31-8/3/04	7/23/2004	106.40	1042837	101
Sheriffs Department	JOSH O'DELL	401282	7/19-20/04	7/23/2004	30.00	1042872	101
Sheriffs Department	DONNA WHEELER	401621	9/20-23/04	7/30/2004	113.60	1043145	101
Sheriffs Department	JAMES BERRONG	401624	7/20-22/04	7/30/2004	73.00	1043160	101
Sheriffs Department	RONALD DUNN SR.	401625	7/20-23/04	7/30/2004	101.00	1043191	101
Sheriffs Department	HOME BANK	401827	42294100167	7/30/2004	246.64	1043154	101
Sheriffs Department	MELISSA HERRON RUNYON	401619	9/20-23/04	7/30/2004	113.60	1043175	101
Sheriffs Department	PAMELA J. HAMMONDS	401620	9/20-23/04	7/30/2004	113.60	1043183	101
Sheriffs Department	MIKE SERATT	401510	8/1-6/04	7/30/2004	125.60	1043178	101
Sheriffs Department	MIKE SERATT	401819	7/18-23/04	7/30/2004	61.00	1043178	101
Sheriffs Department	SUNTRUST BANK CARD	401687	0182	7/30/2004	824.10	1043220	101
Sheriffs Department	SUNTRUST BANK CARD	401689	182	7/30/2004	130.82	1043220	101
Sheriffs Department	SUNTRUST BANK CARD	401690	182	7/30/2004	5.00	1043220	101
Sheriffs Department	DAVID WILLIAMSON	401824	8/1-6/04	7/30/2004	125.60	1043143	101
Sheriffs Department	MEMPHIS HILTON	401628	3189262855	7/30/2004	727.02	1043176	101
SRO	JEFFREY CLARK	401271	7/5-9/04	7/23/2004	18.00	1042867	101
SRO	BRIAN SMITH	401373	7/5-9/04	7/23/2004	3.00	1042823	101
SRO	JEFF T. FRENCH	401267	7/5-9/04	7/23/2004	3.00	1042865	101
SRO	LISA R. HOARD	401266	7/5-9/04	7/23/2004	27.00	1042876	101
Storm Water	SUNTRUST BANK CARD	401700	075	7/30/2004	35.97	1043220	101
Tourism	GINA CAPPELLETTI	401289	6/15&7/13/04	7/23/2004	165.19	1042851	101
Veterans Services	DONNA HATCHER	400580	7/8/04	7/16/2004	7.92	1042523	101

CC/Fund Name	Vendor	VCHR_NO	INVOICE_NO	Date Paid	ACCT_AMT	Check #	FUN
Veterans Services	HEATHER EVERETT	400579	7/8/04	7/16/2004	7.92	1042527	101

**Blount County, Tennessee**  
**REQUEST FOR BUDGET TRANSFER**  
 Fiscal Year 2004-2005

**POSTED**

04000990

Fund Number 101

Cost Center Number 052200

Fund Name General County

Cost Center Name Purchasing

Transfer  
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052200-332	Legal Notices	1000.00
101-052200-337	Maint. Office Equipment	175.00
Total Transferred to:		1175.00

Transfer  
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052200-330	Lease	400.00
101-052200-349	Printing	775.00
Total Transferred from:		1175.00

Reason for Transfer Request:

To correct line item budget requests.

Note:  
Total transferred to  
must agree with total  
transferred from.

Judy Hackney 7/23/04  
Signature of Department Head Date

B. Woodruff 7-26-04  
Signature of County Executive Date



**Blount County, Tennessee**  
**REQUEST FOR BUDGET TRANSFER**  
**Fiscal Year 2004-2005**

**POSTED**

0400993

Fund Number 101

Cost Center Number 058300

Fund Name General County

Cost Center Name Veteran Services

Transfer  
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
599	Other Charges	200.00
Total Transferred to:		200.00

Transfer  
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
435	Office Supplies	200.00
Total Transferred from:		200.00

Reason for Transfer Request:

---



---



---

Note:  
Total transferred to  
must agree with total  
transferred from.

Charles [Signature]  
Signature of Department Head

7-26-04  
Date

B. [Signature]  
Signature of County Executive

\_\_\_\_\_  
Date

**Blount County, Tennessee**  
**REQUEST FOR BUDGET TRANSFER**  
 Fiscal Year 2004-2005

**POSTED**  
 04000992

Fund Number 101

Cost Center Number 058300

Fund Name General County

Cost Center Name Veteran Services

Transfer  
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
425	GAS	200.00
Total Transferred to:		200.00

Transfer  
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
355	TRAVEL	200.00
Total Transferred from:		200.00

Reason for Transfer Request:

---



---



---

Note:  
Total transferred to  
must agree with total  
transferred from.

*Charles Staley*  
 Signature of Department Head

7-26-04  
 Date

*Bundy*  
 Signature of County Executive

1-20-04  
 Date

**POSTED**  
4000994

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2003 - 04

Fund Number 101 Cost Center Number 51750  
Fund Name Gen Fund Cost Center Name Stormwater

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051750-30338	Vehicle Maintenance	1000.00
Total Transferred to:		1000.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051750-30355	Travel	1000.00
Total Transferred from:		1000.00

Reason for Transfer Request:  
Repairs to stormwater vehicle.

Note:  
Total transferred to  
must agree with total  
transferred from.

Justin M. Teague 7-26-04  
Signature of Department Head Date

B. W. [Signature] 7-26-04  
Signature of County Executive Date

**Blount County Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2004 - 2005**

*Posted*  
*04000989*

**FUND NO: 101**

**COST CENTER NO: 051800**

**FUND NAME: General Government**

**COST CENTER NAME: County Buildings**

**Transfer  
To:**

Account Number	Account Name	Amount
101-051800-500-361	Permits	\$375.00
	<b>Total Transferred to:</b>	<b>\$375.00</b>

*A+*

**Transfer  
From:**

Account Number	Account Name	Amount
101-051800-500-499	Other Supplies	\$375.00
	<b>Total Transferred from:</b>	<b>\$375.00</b>

*A-*

Reason for Transfer Request: Increased cost of State elevator and boiler inspections

*Dama Fato*  
\_\_\_\_\_  
Signature of Department Head

23 July '04  
Date

*D. Wesley*  
\_\_\_\_\_  
Signature of County Mayor

7-26-04<sup>3.</sup>  
Date

NOTE: Total Transferred to must agree with total transferred from.

Blount County, Tennessee  
 REQUEST FOR BUDGET TRANSFER  
 Fiscal Year 2004-2005

*Posted*  
 04000988

Fund Number 131

Cost Center Number 063100

Fund Name Highway\Public Works

Cost Center Name OPER-MAINTANCE EQUIP.

Transfer  
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
131-063100-500351-00000	RENTAL	\$3,000.00
Total Transferred to:		

*A+*

Transfer  
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
131-063100-500499-00000	OTHER SUPPLIES	\$3,000.00
Total Transferred to:		\$3,000.00

*A-*

Reason for Transfer Request:

RENTAL ON EQUIPMENT

Note:  
Total transferred to  
must agree with total  
transferred from.

*Bill DeWitt*  
 \_\_\_\_\_  
 Signature of Department Head

*Bill DeWitt*  
 \_\_\_\_\_  
 Signature of County Executive

\_\_\_\_\_ 07/22/2004  
 Date

Posted  
04000686

Blount Count, Tennessee  
Reuest for Budget Transfer  
Fiscal Year .

Fund Number 307 Cost Center Number 054150  
Fund Name Drug Task Force Cost Center Name \_\_\_\_\_

Transfer  
To:

Account Number	Account Name	Amount
307-054150-500435-0	Office Supplies	79.57
307-054150-500431-0	Law Enforce Supplies	900.30
307-054150-500452-0	Utilities	977.00
Total Transferred To:		1956.87

Transfer  
From:

Account Number	Account Name	Amount
307-054150-500434-0	Natural Gas	79.57
307-054150-500431-00203	Law Enforce Supplies	900.30
307-054150-500452-00203	Utilities	977.00
Total Transferred From:		1956.87

Reason for Transfer Request:  
to close out grant accounts and  
pay final year end invoice

Note:  
Total transferred to  
must agree with total  
transferred from.

Bon Barrett 7-14-2004  
Signature of Department Head Date

B. Woods 7-19-04  
Signature of County Executive Date

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER

Posted  
04000685

Fiscal Year 2004-05

FUND NO. 114  
FUND NAME Law Library

COST CENTER NO. 058400  
COST CENTER NAME N/A

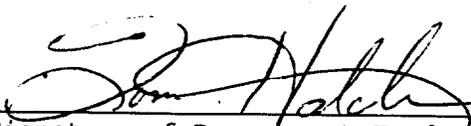
Transfer  
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
114-058400-500399	Other Contracted Services	\$6,325.00
Total Transferred to:		\$6,325.00

Transfer  
from:

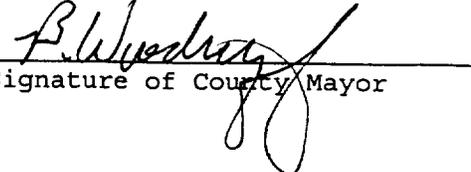
ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
114-058400-500432	Library Books	\$6,325.00
Total Transferred from:		\$6,325.00

Reason for Transfer Request Converting from cd-rom to Lexis.com for legal research.

  
Signature of Department Head

July 15, 2004  
Date

NOTE: Total Transferred  
to must agree with total  
transferred from.

  
Signature of County Mayor

7-19-04  
Date

Posted  
04000654

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2003-2004

Fund Number 101 Cost Center Number 51900  
Fund Name General Cost Center Name Other General Administration

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051900-500331-0	Legal Services	2,750 <sup>00</sup>
101-051900-500349-0	Other Contracted Services	13,000 <sup>00</sup>
Total Transferred to:		15,750 <sup>00</sup>

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051900-500333-0	Legal Notices	15,750 <sup>00</sup>
Total Transferred from:		15,750 <sup>00</sup>

Reason for Transfer Request:  
Transfer to correct accounts

\_\_\_\_\_

Signature of Department Head [Signature] Date 6/30/04

Signature of County Executive [Signature] Date 6/09/04

Note:  
Total transferred to  
must agree with total  
transferred from.

Posted  
04000656

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2003-2004

Fund Number 101 Cost Center Number 55710  
Fund Name General Cost Center Name Sanitation & Waste Removal

Transfer to:

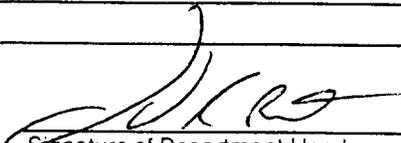
ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-055710-500309-0	Contracts/w Govt. Agencies	2,100 <sup>00</sup>
101-055710-500349-0	Other Contracted Services	12,000 <sup>00</sup>
Total Transferred to:		14,100 <sup>00</sup>

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-055710-500310-0	Contracts w Private Agency	2,100 <sup>00</sup>
101-055710-500310-0	Contracts w Private Agency	12,000 <sup>00</sup>
Total Transferred from:		14,100 <sup>00</sup>

Reason for Transfer Request:  
Transfer to needed account.

Note:  
Total transferred to  
must agree with total  
transferred from.

  
Signature of Department Head Date 6/30/04

\_\_\_\_\_  
Signature of County Executive Date

Blount County, Tennessee  
 REQUEST FOR BUDGET TRANSFER  
 Fiscal Year 1992-93

Posted  
 04000683

Fund Number 101

Cost Center Number 051600

Fund Name General Fund

Cost Center Name Register of Deeds

Transfer  
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051600500337	Maintenance & Repair	\$ 400.00
Total Transferred to:		\$ 400.00

Transfer  
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051600500349	Printing Stationery & Forms	\$ 400.00
Total Transferred from:		\$ 400.00

Reason for Transfer Request:

To pay for maintenance & for supply for year.

Note:  
 Total transferred to  
 must agree with total  
 transferred from.

Penny Whaley  
 Signature of Department Head

7-19-04  
 Date

BW Wdmy  
 Signature of County Executive

7-19-04  
 Date

**Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2003-2004**

*Posted  
04000653*

Fund Number 101 Cost Center Number 52100  
 Fund Name General Cost Center Name Acct. 2 Budget

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052100-520355-0	Travel	110 <sup>00</sup>
<b>Total Transferred to:</b>		<b>110<sup>00</sup></b>

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-052100-520356-0	Tuition	110 <sup>00</sup>
<b>Total Transferred from:</b>		<b>110<sup>00</sup></b>

Reason for Transfer Request:

Transfer to necessary accounts

Note:  
Total transferred to  
must agree with total  
transferred from.

 6/30/04 ✓  
 Signature of Department Head Date

B.W. Coody 2/19/04  
 Signature of County Executive Date

**Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2004-2005**

*30  
Dotted  
04100499*

Fund Number 101 Cost Center Number 54210

Fund Name General Cost Center Name Jail

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-054210-500164-0	Attendants	368,334
101-054210-500201-0	Social Security	22,837
101-054210-500212-0	Employer Medicare Liability	5,341
101-054210-500204-0	State Retirement	31,566
101-054210-500207-0	Employee Insurance - Health	58,320
101-054210-500206-0	Employee Insurance - Life	1,414
<b>Total Transferred to:</b>		

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-054210-500599-0	Other Charges	500,000
<b>Total Transferred from:</b>		500,000

**Reason for Transfer Request:**

To adjust original Budget, no dependent insurance per Jeff French.

Note:

Total transferred to  
must agree with total  
transferred from.

*James L. Bug*  
\_\_\_\_\_  
Signature of Department Head

*7/8/04*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of County Executive

\_\_\_\_\_  
Date

Budget Committee  
Date 7-8-04 vote *BW*  
 Approved 4 yes 0 nay 0 pass *Taberson*  
 Recommended for  
commission consideration      yes      nay      pass  
 Declined      yes      nay      pass  
 Tabled      yes      nay      pass  
 Deferred      yes      nay      pass

7-8-04  
240000

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2004-05

Fund Number 101

Cost Center Number 055114

Fund Name Gen County

Cost Center Name Health Dept Reserve

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Transfer to:	<u>101-055114-500717</u>	<u>Maintenance Equip</u>	<u>47000.00</u>
Total Transferred to:			<u>47,000.00</u>

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Transfer from:	<u>101-055114-500235</u>	<u>Health Equip</u>	
Total Transferred from:			

Reason for Transfer Request:

To purchase a 2550 20" Self Propelled  
Battery Burnisher.

Note:

Total transferred to  
must agree with total  
transferred from.

Anna Jo Potter 7-7-04  
Signature of Department Head Date

Randy Liberty 2-6-04  
Signature of County Executive Date

Posted  
[4000033]

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2003 - 04

Fund Number 101 Cost Center Number 051300  
Fund Name General Cost Center Name County Mayor

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051300-500425	Gasoline	7.67
Total Transferred to:		

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051300-500599	Other Charges	7.67
Total Transferred from:		

Reason for Transfer Request:  
for June 04 gas bill

Note:  
Total transferred to  
must agree with total  
transferred from.

Signature of Department Head \_\_\_\_\_ Date 6/30/04  
Signature of County Mayor Beverly Woodruff Date 6/30/04

Forsted  
24000034

**Blount County, Tennessee**  
**REQUEST FOR BUDGET TRANSFER**  
**Fiscal Year**

Fund Number 101

Cost Center Number 55110

Fund Name Gen. County

Cost Center Name Health Dept.

Transfer  
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-055110-500359	Disposal Fees	400.00
Total Transferred to:		400.00

Transfer  
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-055110-500301	Communications	400.00
Total Transferred from:		400.00

Reason for Transfer Request:

In write P.O. for year on Budget  
increased 1 line item was not carried  
over

Note:  
Total transferred to  
must agree with total  
transferred from.

Anna J. Potter 7-6-04  
Signature of Department Head Date

Brendy D. Woody 7-6-04  
Signature of County Executive Date

POSTED

04001555

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2002-2003

Fund Number 101 Cost Center Number 51750  
Fund Name General Cost Center Name stormwater

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051750-500425	GAS	\$1,000.00
Total Transferred to:		\$1,000.00

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051750-500355	TRAVEL	\$1,000.00
Total Transferred from:		\$1,000.00

Reason for Transfer Request:  
to pay monthly gas bill from highway dept.

Note:  
Total transferred to  
must agree with total  
transferred from.

Justin M. Teege 8-3-04  
Signature of Department Head Date

Burris 8-3-04  
Signature of County Executive Date

04001554T: P →

POSTED  
Lam  
From: J  
From:

Blount County, Tennessee  
REQUEST FOR TRANSFER  
Fiscal Year 2003-2004

Fund Number 101 Cost Center Number 054110

Fund Name General Cost Center Name Sheriff's Office

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-054110-500415	Electricity	1000.00
<b>Total Transferred to:</b>		<b>1000.00</b>

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-054110-500499	Other Supplies and Materials	1000.00
<b>Total Transferred from:</b>		<b>1000.00</b>

To cover short falls in accounts

Jan 1 By 7/29/04  
Date

Burt D. Woods 10/3/04  
Signature of County Executive Date

Transfer to:

04001427

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2004-05

POSTED

Fund Number 101

Cost Center Number 54437

Fund Name Gen. Co.

Cost Center Name Haz. Mit. Grant

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-054437-500399-0	Other contracted svcs	7,413.00
Total Transferred to:		7,413.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-054437-500716-0	Law enforcement eqt	7,413.00
Total Transferred from:		7,413.00

Reason for Transfer Request:

Correct line items.

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

Note:  
Total transferred to  
must agree with total  
transferred from.

Ruth Shields 7-30-04  
Signature of Department Head Date

Beverly H. H. H. 7-30-04  
Signature of County Mayor Date

**POSTED**

04001426

**Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2004-05**

Fund Number 101

Cost Center Number 54410

Fund Name Gen. Co.

Cost Center Name Emergency Mgmt

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-054437-500399-0	Other contracted svcs	836.16
Total Transferred to:		836.16

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-054437-500716-0	Law Enforcement eqt	836.16
Total Transferred from:		836.16

Reason for Transfer Request:  
To cover PO #40218 for temp employee.

Note:  
Total transferred to  
must agree with total  
transferred from.

*Paul Shields*      7-29-04  
Signature of Department Head      Date

*Bruce D. Liberty*      7-30-04  
Signature of County Executive      Date

Blount County, Tennessee  
**REQUEST FOR BUDGET TRANSFER**  
 Fiscal Year 2004-05

**POSTED**

04001425

Fund Number 101

Cost Center Number 55110

Fund Name Gen. County

Cost Center Name Health Dept.

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-055110-500205	Employee Benefits (Dependent Ins)	2640.00
<b>Total Transferred to:</b>		<b>2640.00</b>

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-055110-500169	Part Time Personnel	2640.00
<b>Total Transferred from:</b>		<b>2640.00</b>

Reason for Transfer Request:  
Dependent insurance for FY 2004-5

Note:  
 Total transferred to  
 must agree with total  
 transferred from.

Anna S. Potter 07-30-04  
 Signature of Department Head Date

Beryl West  
 Signature of County Executive Date

**Blount County, Tennessee**  
**REQUEST FOR BUDGET TRANSFER**  
 Fiscal Year: 2004-2005

**POSTED**

04001424

Fund Number 101

Cost Center Number 058300

Fund Name General County

Cost Center Name Veteran Services

Transfer  
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
356	Tuition	400.00
Total Transferred to:		

Transfer  
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
435	Office Supplies	400.00
Total Transferred from:		400.00

Reason for Transfer Request:

COCTP - tuition

Note:  
Total transferred to  
must agree with total  
transferred from.

Charles E. Staley  
Signature of Department Head

8-2-04  
Date

Bill [Signature]  
Signature of County Executive

8-2-04  
Date

POSTED

04001423

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year ~~2003-04~~

2004-05

Fund Number 101

Cost Center Number 58900

Fund Name Gen. Co.

Cost Center Name Gen govt

Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-058900-500320-0	Dues and memberships	1,072.00
Total Transferred to:		1,072.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-058900-500599-0	Other Chgs	1,072.00
Total Transferred from:		1,072.00

Reason for Transfer Request:

To pay dues to East TN Dev. Distr. 04-05 assessment \$11,365.76 total.

Note:  
Total transferred to  
must agree with total  
transferred from.


9/30/04  
 Signature of Department Head Date  

9/2/04  
 Signature of County Executive Date

04001422

Blount County, Tennessee  
REQUEST FOR BUDGET TRANSFER  
Fiscal Year 2003 - 04

POSTED

Fund Number 101

Cost Center Number 51310

Fund Name General County

Cost Center Name Human Resources

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051310-500	Other Charges	300.00
589	Other Supp + Mat.	
499		
Total Transferred to:		300.00

Transfer to:

\*

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051310-	Advertising	300.00
500302		
Total Transferred from:		300.00

Reason for Transfer Request:

To cover expenses - allow for future expenses

Note:  
Total transferred to  
must agree with total  
transferred from.

Betsy Jones 7/30/04  
Signature of Department Head Date

Betsy Jones 4/02/04  
Signature of County Executive Date

spkpt Per Betsy, should be line 499- she hit wrong a/c.

Postec

04001244

Blount County, Tennessee  
**REQUEST FOR BUDGET TRANSFER**  
 Fiscal Year 2004-05

Fund Number 101

Cost Center Number 55110

Fund Name Gen. County

Cost Center Name Health Dept.

Transfer  
to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-055110-500415	Electric + Water	2,000.00
Total Transferred to:		2000.00

Transfer  
from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-055110-500399	Other Contract Sew.	2000.00
Total Transferred from:		2000.00

Reason for Transfer Request:

Should have been deposited to Electric + water. This \$2,000 was for water main back flow prevent valve.

Note:  
Total transferred to  
must agree with total  
transferred from.

Anna J Potter 09-29-04  
Signature of Department Head Date

[Signature] 7-29-04  
Signature of County Executive Date